



**(Appendix M)**

**UPDATED OPERATIONAL PLAN OF MANAGEMENT**

Boarding House Development

76 Hobart Street, St Marys

(Lot 2, DP 514876)

September 2021

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## **1. The Premises**

This Plan of Management (POM) has been prepared for the operators of the boarding house development at No. 76 Hobart Street, St Marys. The primary purpose of this POM is to ensure the proposed boarding house for lodgers maintains a high level of amenity for neighbouring properties and for all lodgers residing in the premises.

This development provides sixteen (16) single self-contained boarding rooms. Eight (8) car parking spaces are provided at ground floor level including 2 x accessible parking spaces, four (4) motorcycles and ten (10) bicycles for the boarding house use.

The Leasing Agent and owner of the boarding house will work together to implement and comply with the requirements of the POM, as well as all conditions of the development consent that will be imposed for the boarding house by Penrith City Council.

A copy of this POM will be provided to each boarder, kept in a readily accessible place within common property on the premises, will be provided to all persons involved in the operation and management of the premises and made available for inspection by any other stakeholder upon request.

## **2. Objectives of the Operational Plan of Management**

- 2.1 To ensure the efficient and effective management of the premises to ensure an acceptable level of amenity and accommodation for boarders and neighbours.
- 2.2 To ensure the safety of all residents of the boarding house.
- 2.3 To provide a comfortable and harmonious residential environment for residents by providing operational guidelines and 'house rules' for use of indoor and outdoor areas.
- 2.4 To ensure that the premises is properly maintained and operates in a manner which maintains a high level of amenity.
- 2.5 To ensure that there are no adverse impacts arising from the premises on any adjoining property or the neighbourhood.
- 2.6 To minimise and where possible eliminate antisocial behaviour of boarders both within the premises and in the vicinity of the premises.

## **3. Site Management**

- 3.1 The boarding house shall operate in accordance with the terms of this POM as well as all conditions of development consent (insert development consent No. and date).
- 3.2 The premises is to operate as a registrable boarding house for the purposes of the NSW Boarding Houses Act 2012. The operation of the boarding house is to be in compliance with the Act at all times.
- 3.3 The premises is to be used as a boarding house only and not to offer any alternative type of accommodation or be used for any other purpose.
- 3.4 The boarding house shall be restricted to 16 boarding rooms and 1 internal communal room.
- 3.5 Maximum permanent resident occupancy shall be 16 boarders.
- 3.6 A schedule showing the numerical designation of each boarding room and the number of persons permitted to be accommodated in each room must be conspicuously displayed on the premises.
- 3.7 Each boarding room must be numbered in accordance with the schedule and must be displayed clearly on the door, or in each boarding room.

- 3.8 If minor repairs or replacement of items is required, such as replacing light bulbs in common areas and the like, the leasing agent and/or the owner is to attend to these. A small toolkit and general maintenance supplies will be provided and are to be kept in the communal facilities room.
- 3.9 A contracted gardener shall be engaged at suitable intervals to maintain the health and appearance of all landscaped areas.
- 3.10 An accessible path of travel shall be maintained between the street entry and the accessible boarding rooms as well as to the common room and external courtyard.
- 3.11 Pest control by a professional contractor shall be carried out at least once a year.
- 3.12 The external presentation of the premises to be maintained to a high standard with all rendered surfaces to be cleaned and painted as necessary.

#### **4. Boarding House Management**

- 4.1 The Leasing Agent and the owner are to achieve the objectives set out in the Introduction of this Operational POM.
- 4.2 The Leasing Agent and the owner must be available during typical business hours on weekdays (9am-5pm) and on Saturday morning (9am-midday). Their mobile phone numbers must be readily available.
- 4.3 A sign (including the name and phone number of the Leasing Agent and the owner) which is clearly visible must be displayed adjacent to the entrance of the premises.
- 4.4 The Leasing Agent and the owner must not discriminate against residents on grounds of their race, religious beliefs, ethnicity, gender, sexual orientation or age.
- 4.5 The Leasing Agent and the owner is to ensure that the maximum room occupancy rates are adhered to at all times.
- 4.6 The Leasing Agent and the owner shall be responsible for keeping all common areas in an excellent state of cleanliness.
- 4.7 The particular responsibilities of the Leasing Agent and the owner will include:
  - a) Accepting and assessing applications for residence.
  - b) Enforcing House Rules.
  - c) The owner will liaise with the Leasing agent to evict a resident who is refusing to comply with the House Rules set out in Section 19.
  - d) Other than in exceptional circumstances (in order to protect the safety of other residents), prior to eviction, the owner will instruct the Leasing Agent to issue the resident/s with a Notice of Intent to Evict.
  - e) The Notice of Intent to Evict must provide the resident/s with an opportunity to modify their behaviour so as to avoid eviction. However, if the resident/s does not modify their behaviour in response to the Notice of Intent to Evict, the Leasing Agent and or/ the owner may engage a security firm to implement the eviction.

#### **5. Cleaning of Common Areas**

- 5.1 The common area is to be maintained by the Boarding House manager and is to be cleaned to a professional standard. A third party contractor may be engaged to undertake these cleaning duties on behalf of the Leasing Agent.
- 5.2 That wastes are properly contained within the bins within the waste area. Bins are to be managed by the Leasing Agent. A third party contractor may be engaged to undertake these duties on behalf of the Leasing Agent or the owner.
- 5.3 Any rubbish left around the site is to be properly disposed of. Appropriate signage will be installed around the premises to this effect.

- 5.4 The Leasing Agent and the owner shall ensure that no lodgers are using the communal area between 10pm and 7am daily.

## **6. Attending to any Resident Complaints**

- 6.1 If residents, either within the development or from surrounding residents, have complaints or enquiries, the Leasing Agent and/or the owner will listen to and address those. If required, the Leasing Agent and/or the owner will liaise between boarders and surrounding residents.

## **7. Preparation of Rooms for New Residents**

- 7.1 When a room becomes vacant, the Leasing Agent and/or the owner is to ensure that the room is cleaned and ensure that the fixtures and fittings are in good order and if otherwise, replace or repair items as required.

## **8. Accommodation Registration**

- 8.1 Any person who is to occupy a room in the boarding house is to sign either a Residential Tenancy or Occupancy Agreement. In terms of the Occupancy Agreement, this is based on the Standard Occupancy Agreement for General Boarding Houses under the NSW Boarding Houses Act 2012. The Leasing Agent, or their delegate, is also required to sign the Agreement. **Note: Residents of the boarding house have the option of entering into either a Residential Tenancy Agreement or an Occupancy Agreement.**
- 8.2 Prior to entering into an Agreement, the Leasing Agent is to provide the prospective boarder/s with a copy of the Occupancy Principles within Schedule 1 of the Boarding Houses Act 2012.
- 8.3 Upon registering, each lodger will be given a welcome pack which clearly outlines the rules that are to be strictly adhered to. Any lodger found breaking these rules will be issued with a warning. An individual lodger has a maximum of three (3) warnings before their lease is terminated.
- 8.4 Prior to entering into an Agreement, prospective residents are to be advised that they may potentially be evicted if they breach the resident obligations.
- 8.5 Prior to entering into an Agreement, all prospective residents are to provide photographic identification ("ID") (typically a driver's license or a passport) to confirm their identity. The Leasing Agent is to enter the particulars of the ID (for example, the driver's license number or Passport number) in a Boarding House Accommodation Register.
- 8.6 Prior to entering into an Agreement, all prospective residents are to provide the Leasing Agent with next of kin details for emergency purposes. Next of kin details are to be kept by the Leasing Agent for the entire duration of the lodgers stay.
- 8.7 Prior to entering into an Agreement, the Leasing Agent is to confirm with a prospective resident that they are obligated to reside within the boarding room for a period of no less than three (3) months. Six (6) and twelve (12) month terms will be available.
- 8.8 Prior to entering into an Agreement, the Leasing Agent is to advise prospective residents of the fees.
- 8.9 Upon entering into an Agreement, the Leasing Agent is to accept a security deposit amounting to two (2) weeks of the occupancy fees and is to provide a receipt for that amount to the new resident/s.
- 8.10 Upon a resident ceasing to occupy a boarding room, the security deposit, less any deductions authorised by the Boarding Houses Act 2012, is to be paid to the resident

within fourteen (14) days of the date upon which the resident ceases to occupy the boarding room.

## **9. Signage**

The following signage must be conspicuously installed and maintained at the premises:

- 9.1 The name and 24-hour contact number of the Leasing Agent and/or the owner must be displayed externally at the front of the premises, as well as in the near vicinity of the stairwell at ground floor level.
- 9.2 'No Smoking' or 'Smoke Free Premises' signage is to be displayed in all common areas of the premises.
- 9.3 The House Rules shall be displayed in the common area of the premises.
- 9.4 A schedule showing the numerical designation of each boarding room and the maximum number of persons permitted to be accommodated in each room must be displayed in the near vicinity of the entrance and stairwell at ground floor level.
- 9.5 No alcohol signs are to be erected within the outdoor communal area. A breach of this will result in the lodger being issued with a warning.
- 9.6 Signs stating "please respect our neighbours" to be erected within the outdoor communal area and at the exit points of the building.
- 9.7 Signage within the communal area stating, "no music is to be played within the outdoor communal area."
- 9.8 Emergency contact numbers.
- 9.9 A copy of the annual fire safety statement.
- 9.10 Information on local social services.

## **10. Noise/Light Management Measures**

- 10.1 Access to the indoor and outdoor communal areas is only permitted between the hours of 7:00am and 10:00pm.
- 10.2 External building lights will be provided in accordance with the requirements of the BCA.

## **11. Off Street Parking**

- 11.1 Vehicles, motorcycles and bicycles are to be parked in the allocated areas. These spaces will be allocated and monitored by the Leasing Agent and/or the owner.
- 11.2 Lodgers may only use the accessible parking space if there are no Lodgers residing in the accessible rooms in the property that have a requirement for the use of the accessible parking space.
- 11.3 If an accessible room is being used by a person who does not require same and a person who requires an accessible room make an application to use same then the Leasing Agent must do either of the following:
  - a) move the lodger out of the accessible room as soon as practically possible to make it available to a lodger who needs an accessible room; or
  - b) if no other rooms are available for the existing lodger, give them notice of at least 2 weeks but not more than 4 weeks to depart the room.

## **12. General Cleanliness, Hygiene and Waste Management**

- 12.1 The Leasing Agent and/or the owner is to regularly inspect the premises and organise for daily cleaning of the common areas. All garbage receptacles in common areas are to be emptied daily. The Leasing Agent and/or the owner or delegated third party will be

responsible for the transfer of bins from the designated waste room to the street on the evening prior to collection day. These bins will be returned back into the storage area post collection by 12pm.

- 12.2 Pest control inspections are to be carried out on a yearly basis as a minimum.
- 12.3 The waste and recycling bin storage area shall be kept in a clean and tidy manner. This area shall be thoroughly cleaned by the Leasing Agent and/or the owner or third party delegate on a weekly basis.
- 12.4 A 'No Smoking' Policy inside all boarding rooms and the communal room will be applied on the premises.
- 12.5 Lodgers are to ensure that common areas are maintained in a clean state after their use.
- 12.6 It is the responsibility of all lodgers, guests and or third party delegates responsible for the upkeep of the premises to ensure that the Leasing Agent and/or the owner is immediately made aware of any identified vermin or pests.

### **13. Security**

- 13.1 Residents must make sure that their guests are aware of, and abide by, the House Rules.
- 13.2 The Leasing Agent and/or the owner must not enter residents' rooms other than as allowed under the Act.
- 13.3 Security cameras are permitted to be installed in the common areas. This information will be stored on a central database, held for six (6) months. This information will be immediately provided to NSW Police upon request.
- 13.4 All residents are to be provided with a security key/swipe card (or similar) upon arrival. The security key/swipe card must provide 24 hours access into the premises and entry to individual residents' rooms.

### **14. Door Locks and Keys**

- 14.1 Residents must not tamper with (or change) any locks on the premises or make copies of (or obtain) additional security keys/swipe cards without the permission of the Leasing Agent and/or the owner.
- 14.2 No keys are to be provided to visitors without the express permission of management.

### **15. Room Furnishing**

- 15.1 Rooms will be furnished with the following items:
  - i. Data point
  - ii. Single/Double bed including base, mattress and mattress protector
  - iii. Wardrobe
  - iv. Mirror
  - v. Table and chair
  - vi. Suitable lighting including night light
  - vii. Waste receptacles including recyclables
  - viii. Curtains/blinds or other privacy device
- 15.2 Kitchenette facilities will include:
  - i. A sink with running hot and cold water
  - ii. 1 refrigerator
  - iii. Overhead cupboards and below bench cupboards
  - iv. Bench top space.
  - v. Cooktop
- 15.3 Bathrooms will include:

- i. Shower with running hot and cold water
  - ii. Washbasin with hot and cold running water
  - iii. Mirror
  - iv. Toilet
- 15.4 Common room facilities will include:
- i. Couch/s and coffee table
  - ii. TV
- 15.5 Communal open space will include:
- i. Table, chairs and BBQ
  - ii. Clothes drying lines

## **16. Building Services and Fire Safety Procedures**

- 16.1 In the instance of an emergency evacuation, residents shall be directed to emergency exits and the emergency assembly point.
- 16.2 Smoke Detectors are to be installed in every boarding room, the communal room and all internal common areas.
- 16.3 In the event of a fire, the fire alarm will sound. An assembly point will be designated for residents.
- 16.4 An emergency evacuation plan prepared by a competent person shall be prepared and that emergency evacuation plan shall be displayed in each boarding room and in the common area.
- 16.5 All material installed in the fit-out of the rooms shall be of a type that resists the spread of fire and limits the generation of smoke.
- 16.6 An Annual Fire Safety Statement is to be submitted to Council and the Commissioner of the NSW Fire Brigade. A copy of the Annual Fire Safety Statement is to be displayed in the common area. The premises shall, at all times, comply with the fire safety provisions of the NSW Environmental Planning and Assessment Regulation 2000.
- 16.7 A list of emergency telephone numbers (police, fire and ambulance) is to be provided within each boarding room.
- 16.8 Annual certification of fire safety equipment is to be carried out by a suitably qualified person/persons employed by the owner/operator of the boarding house.
- 16.9 All doors to the boarding rooms and the external doors to the boarding house shall be lockable. The doors to the boarding house shall be self-closing and will be locked from the outside but will be openable from within the boarding house without the need for a key. All doors to the boarding rooms shall be self-closing and lockable, but openable from the inside without the need for a key.

## **17. Review of Plan of Management**

- 17.1 If in circumstances where experience shows that it is reasonable or desirable to modify any provision of this POM for the better management of the premises, submission of a formal amendment to the DA approval will be submitted with Penrith City Council.

## **18. Monitoring/Complaints**

- 18.1 To ensure that all complaints are appropriately recorded and acted upon, a Complaint Monitoring System is to be established as part of this POM.
- 18.2 A copy of the Operational POM is to be made available for inspection by any person who makes a request to the Leasing Agent and/or the owner to view the document. In the case where a lodger/resident or landowner/occupier adjacent to the premises believes



that they have cause to make a complaint, it may be made to the Leasing Agent and/or the owner by one of the following means:

- Telephone
- Mobile Phone
- Email - Facsimile
- Mail

18.3 The Leasing Agent and/or the owner is to take all necessary and timely action to rectify the matter and is to notify the complainant of the action taken to rectify the problem. To assist in the investigation of the potential problem, it is suggested that the following information be provided to the Leasing Agent and/or the owner:

- Exact nature and details of the incident;
- Date and time of the incident; and
- The full name and address of the complainant.

18.4 The details are to be recorded once a complaint has been actioned and a record kept on site and made available on request to demonstrate compliance in what is labelled as the "Complaints Register".

18.5 The Complaints Register is to be tabled at any internal management meetings, or when any further action is required to be initiated and/or responsibilities allocated.

18.6 In receiving a complaint from a neighbouring resident/landowner, the Leasing Agent and/or the owner is to adhere to the following guidelines:

- a) When taking a telephone call or a personal visit, ensure that you remain polite and the visitor or enquirer is given every reasonable assistance.
- b) If the comment/complaint is about a problem that is actionable immediately, appropriate action is to be taken to alleviate the problem immediately.
- c) If the problem is not actionable immediately, the resident/landowner is to be contacted and informed of the progress and anticipated timeframe for action on their complaint.
- d) Once all actions are completed, the matter is recorded and filed in a Central Register held by the Leasing Agent and/or the owner.
- e) If a message is received on a mobile phone, the resident/landowner's call is to be returned as soon as possible and the recording and follow-up procedures as outlined above are to be followed.
- f) The NSW Police are to be made aware of any complaints of a criminal nature.

## **19. House Rules**

A set of House Rules will be enforced. All Boarders are required to comply with the House Rules throughout the duration of their stay. Guest behaviour is controlled through the establishment of House Rules. The House Rules may be amended periodically.

Any boarder failing to observe the rules in any cases of serious misconduct will be dealt with by the Leasing Agent and/or the owner who may require a boarder to leave the premises. Examples of serious misconduct include, but are not limited to drug or alcohol abuse, sexual, racial or religious discrimination or harassment, theft or violence. The following house rules apply. The rules consist of

behavioural requirements, as well as operational issues that need to be managed on site at all times. These are in no particular order of importance.

The House Rules are to be displayed in each room and in all common areas and will form part of the tenant's agreement that is signed by all occupants. The House Rules are as follows:

- 19.1 No more than 16 people reside within the premises at any time.
- 19.2 The consumption of alcohol must occur in a responsible manner. No alcohol is permitted to be consumed in the communal room or in the communal open space.
- 19.3 No illegal substance or unauthorised drugs are permitted on the premises.
- 19.4 No live or amplified music is permitted in the communal open space area. At all times boarders are to consider the amenity of other boarders and neighbours when participating in any activity that generates noise. Management will monitor all activities in accordance with the house rules and government regulations concerning noise emission.
- 19.5 The common area is not to be used between 10pm and 7am the following day.
- 19.6 No glassware is permitted in the communal open space area.
- 19.7 The premises are non-smoking. This includes within each room and indoor communal areas.
- 19.8 The common walkways, access ways or parking areas are not to be used for congregating or as communal areas.
- 19.9 Only the residents who have signed an Agreement shall occupy a boarding house room. Guests are welcome to visit; however, they are not invited to occupy the premises overnight.
- 19.10 Anti-social behaviour is unacceptable. This includes threatening or demeaning any person within the building. Residents may not make comments to one another that are of a derogatory nature, on the basis of the other person's appearance, race, gender, sexual orientation, religion or ethnicity. Damage to any property, graffiti, theft of any property, physical or sexual harassment, or loud and rowdy noise can result in eviction and police intervention.
- 19.11 Residents are not permitted to walk around the premises in any state of undress and are to be respectful of other cultures.
- 19.12 Residents are to contain their general rubbish within a liner within the bins provided. When full or as required, the liners are to be tied and disposed of in the communal waste receptacles. Residents are to contain recycling, including recyclable containers and clean paper, within the communal recycling receptacles provided.
- 19.13 Residents must maintain their rooms in a way that does not interfere with the reasonable comfort of other residents, and in a way that does not create a fire or health hazard. Residents must not intentionally or recklessly damage, destroy or remove any part of their rooms or any facility/fixture in their rooms.
- 19.14 Residents are to keep their rooms' clean and tidy at all times. Kitchenettes and bathrooms are to be kept in a hygienic condition and floors are to be vacuumed regularly to avoid an excessive accumulation of dust.
- 19.15 Burning of candles/incense is not permitted.
- 19.16 Residents are responsible for the security of their money and other valuables all times and the Leasing Agent and/or the owner will not be responsible for any theft of personal property, or for any loss suffered by any resident or visitor. Lodgers caught stealing will have their lease agreements terminated.

- 19.17 No animals or pets are allowed anywhere within the premises without the written approval of management.
- 19.18 Balconies and courtyards are to be kept clean and tidy at all times. The hanging of clothes, towels or any other item from balcony balustrades is not permitted. A clothesline is provided in the rear communal open space.
- 19.19 Unruly behaviour that is likely to offend or cause nuisance to other boarders or neighbours will not be tolerated. Management reserves the right to terminate a lodger's lease agreement should the lodger not comply with the house rules.

\_\_\_\_\_  
Name Leasing Agent and/or the owner

\_\_\_\_\_  
Lodger Name

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ END OF THE DOCUMENT \_\_\_\_\_