



Development Application
Statement of Environmental Effects

6 Edna Street, Kingswood



Submitted to: Penrith City Council
On behalf of: Designcorp Architects Pty Ltd
Date: 28 October 2020

CONTACT

Bernard Moroz

Managing Director

This document has been prepared by:

Bernard Moroz

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BMA Urban
ACN 623 236 608
Suite 5, Level 24
300 Barangaroo Avenue,
Sydney NSW 2000

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1. Introduction

This Statement of Environmental Effects (SEE) has been prepared for Designcorp Architects Pty Ltd (**the applicant**) in support of a Development Application (DA) to Penrith City Council, prepared in accordance with Section 4.12 of the Environmental Planning and Assessment Act, 1979 and Clause 50 of the Environmental Planning and Assessment Regulation, 2000.

The proposed development comprises a *'boarding house'* under the Penrith Local Environmental Plan 2010. It is a permissible form of development with consent within the R3 – Medium Density Zone. The proposal will contribute to the housing needs of the community in a location that is well linked to services and facilities.

The proposal is consistent with and achieves the aims of the relevant local and state statutory controls and the Penrith Development Control Plan 2014. The proposal takes on a domestic appearance of a relatively modest scale. In doing so, it achieved consistency with the desired future character of the locality.

The SEE concludes this proposal is of an appropriate scale and mass for the site, is consistent with the desired future character of the area, is well designed and has no adverse amenity impacts. It is considered that the proposal will deliver a suitable and appropriate development for the site and is worthy of approval.

1.1. Report Structure

This SEE is structure in the following manner:

- **Section 1** – Introduction;
- **Section 2** - Analysis of site and surrounding context;
- **Section 3** - Background to the project;
- **Section 4** - A description of the proposed development;
- **Section 5** - Assessment of the proposal's compliance with relevant planning instruments and policies;
- **Section 6 - 10** - Impact assessment and consideration of key planning issues as required by Section 4.15 of the EP&A Act; and
- **Section 11** – Conclusion.

1.2. Supporting Documentation

The technical and design documents that have been prepared to accompany this DA are identified in **Table 1** and are as follows;

Document:	Prepared by:	Dated:
Architectural Plans	Design Corp Architects	21 October 2020
Survey Plan	New South Surveys	22 October 2018
Landscape Plans	Andrew Murphy Design	September 2020
Acoustic Report	White Noise Acoustics	9 September 2020
BASIX	Outsource Ideas	28 October 2020
Traffic and Parking	Hemanote Consultants	27 October 2020
Stormwater	Alpha Engineering	28 October 2020
Access Report	Vista Access	24 September 2020
Arborist Report	Tree Haven Environscapes	28 October 2020
Boarding House Plan of Management	BMA Urban	29 October 2020
Quantity Survey	RICQS	30 October 2020

Table 1: Technical and design documentation

2. Site Analysis and Context

2.1. The Subject Site

The subject site is located within the Local Government Area (LGA) of Penrith City and is located within close proximity to local shops, Western Sydney University (Penrith Campus) and Kingswood TAFE. **Figures 1 and 2** below provide an aerial view identifying the location of the site within both its immediate and broader context.



Figure 1: Site Plan (Broader Context)
Source: Near Maps 2020



Subject site 



Figure 2: Immediate Context
Source: Near Maps 2020

Subject site 

2.2. Site Description

The site is located on the southern side of Edna Street, in-between Edith Street and Manning Street. Specifically, the site is located on the south eastern corner of Edna Street and Edith Street. The site has a primary frontage to Edna Street of 20.17m with a 5.1m splay at the corner. The site has a secondary frontage to Edith Street of 23.3m. The total site area is 633.8m². The site is relatively flat throughout.

A detailed Land Survey prepared by *New South Surveys* accompanies this application that identifies and defines the sites boundary lengths, site area and the location of existing structures on the allotment.

2.3. Existing Built Form And Landscaping

The site presently accommodates an existing detached single storey brick dwelling that is fairly centrally located within the site. There is a detached fibro garage at the rear of the site adjacent to the southern boundary. Existing vehicular access to this garage is attained from a crossing along Edith Street. The site currently accommodates two (2) existing trees within the allotment and it is noted that there are two (2) street trees along each of the Edna/Edith Street frontages. **Figures 3 and 4** below identify the existing site characteristics.



Figure 3: Existing built form



Figure 4: Rear of existing dwelling and garage

2.4. Site Surrounds

Immediately adjoining the subject site to the east is No.4 Edna Street which currently accommodates an existing detached single storey dwelling. Immediately adjoining the site to the south is No.4 Edith Street, which also accommodates an existing detached single storey dwelling. On the opposite (northern) side of Edna Street and the western side of Edith Street, the most prevalent built form are detached single storey dwellings with wide grassed verges throughout. There are some interspersed two storey dwellings and dual occupancies throughout the immediately locality.

More broadly, the site is located within close proximity to local shops, Western Sydney University (Penrith Campus) and Kingswood TAFE. The site is also within relatively close proximity to Nepean Hospital, Kingswood Commercial Precinct, suburban train station, local primary school (Kingswood Primary School), large parks/sportsgrounds and a bus stop with regular services to Penrith and Mt Druiitt situated on the eastern and western side of Manning Street.

3. The Proposal

3.1. Description

The proposed development involves demolition of the existing improvements and construction of a new two (2) storey boarding house with basement car parking. The boarding house will accommodate a total of twelve (12) boarding rooms and an indoor communal living room. The boarding house capacity is a total of nineteen (19) lodgers. A boarding house manager who resides on site is not proposed.

The proposed development is further described as follows:

Demolition

- Demolition of the existing building and ancillary garage structure; and
- Removal of three (2) existing trees identified as T1, T3 and T6 in the submitted Arborist report.

Basement Level

- Six (6) car parking spaces;
- Three (3) motorcycle spaces;
- Three (3) bicycle spaces;
- Services; and
- Lift and fire stairs.

An extract of the proposed basement level is reproduced below for reference:

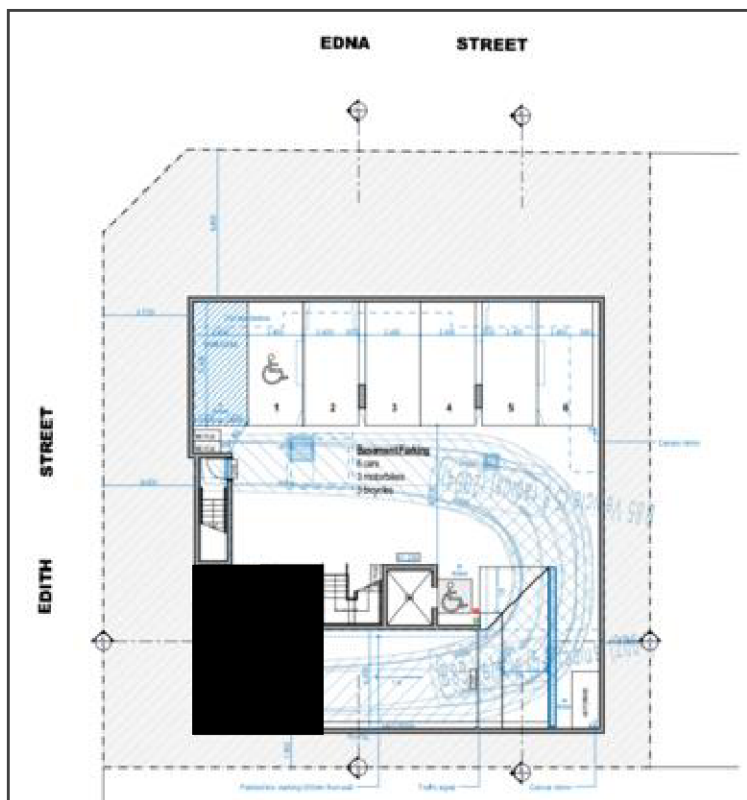


Figure 5: Basement Plan
Source: Designcorp Architects

Ground Floor Plan

- Pedestrian access points from both street frontages;
- Five (5) boarding rooms comprised of 3 single lodger rooms and 2 double lodger rooms;
- Indoor communal living room with direct access to an outdoor communal open space area;
- Waste room;
- Bulky waste storage;
- Lift and fire stairs;
- Vehicular access point along Edith Street; and
- New soft landscaping around the perimeter of the building.

An extract of the proposed ground floor plan is reproduced below for reference:

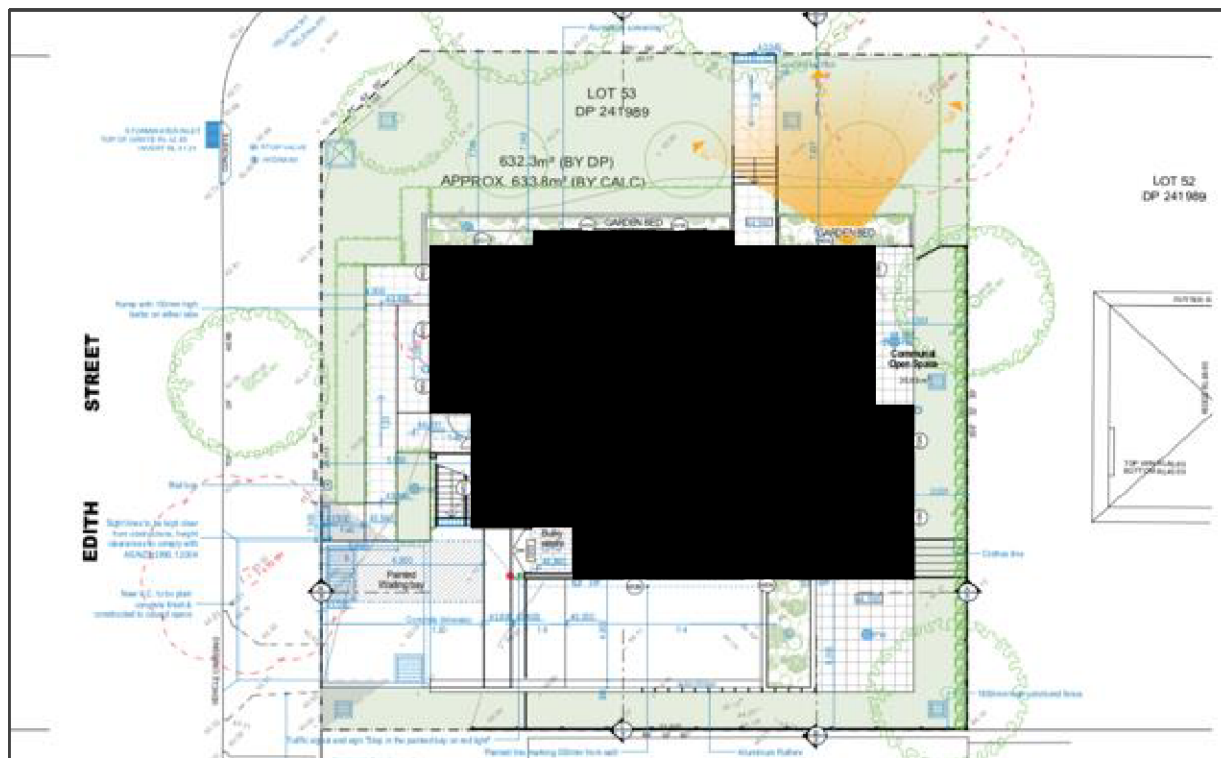


Figure 6: Ground Floor Plan
Source: Designcorp Architects

First floor Plan

- Seven (7) boarding rooms comprised of 2 single lodger rooms and 5 double lodger rooms; and
- Lift and fire stairs.

An extract of the proposed first floor plan is reproduced below for reference:

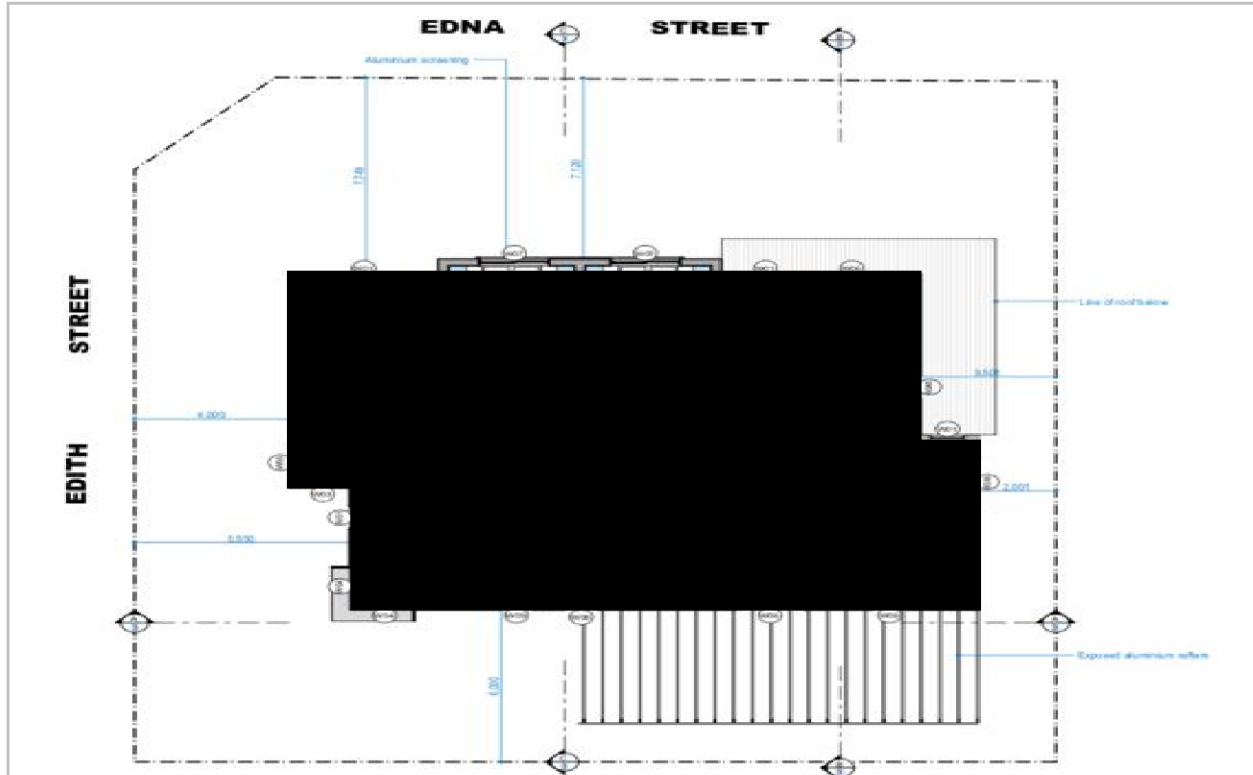


Figure 7: First Floor Plan
Source: Designcorp Architects

4. Numerical Overview

The key numerical aspects of the proposed development are outlined in **Table 2** and described in further detail in the following sections.

Parameter	Proposal	
Site Area	633.8m ²	
Building Height/Storeys	8.5m and two (2) storeys	
Parking	Boarding rooms	Six (6)
	Motorcycle/Bicycle	Three (3) and Three (3)
Boarding Rooms	Single Lodger	Five (5) rooms
	Double Lodger	Seven (7) rooms
	Total	Twelve (12) rooms

Table 2: Numeric Overview of the proposed development

4.1. Building Design

The design of the proposed development takes on a lower scale domestic appearance that is not dissimilar to that of a two (2) storey detached residential dwelling. The building presents with a pitched roof form and sits within a landscaped setting. This is demonstrated in the 3D montages that have been re-produced over the page.

4.2.1 Materials and Finishes

The proposed development includes building exteriors that provide visual articulation to the façade. The materials and finishes proposed incorporate a mixture of face brick, painted render finish, cladding and aluminium doors, windows and screening. An extract of the proposed materials schedule prepared by Designcorp architects is provided in **Figures 8,9** and **10** below:



Figure 8: Material Schedule
Source: Designcorp Architects



Figure 9: Materials Schedule
Source: Designcorp Architects



Figure 10: Materials Schedule
Source: Designcorp Australia

4.2. Vehicular Access and Parking

Vehicular Access

The proposal nominates a vehicular access point directly off Edith Street into to the basement car parking. It is noted that there is an existing driveway crossover in this location. A waiting bay is provided immediately adjacent to the vehicular access point to enable safe ingress and egress from the basement car parking level.

4.3. Parking

The proposal accommodates a total of six (6) vehicular spaces, three (3) motorcycle and three (3) bicycle parking spaces within the basement level.

5. Statutory Planning Considerations

5.1. Overview

The relevant statutory framework considered in the preparation of this report comprises:

- Environmental Planning and Assessment Act 1979;
- Environmental Planning and Assessment Regulation 2000;
- State Environmental Planning Policy (Affordable Rental Housing) 2009;
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017;
- State Environmental Planning Policy No. 55 - Remediation of Land;
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004;
- Penrith Local Environmental Plan 2010; and
- Penrith Development Control Plan 2014.

The relevant provisions and controls of the above Instruments and Plans are summarised in the following sections of this SEE.

5.2. Environmental Planning and Assessment Act 1979

Section 1.3 – Objects

The Environmental Planning and Assessment Act, 1979 (the Act) is the principle planning and development legislation in New South Wales. In accordance with Section 1.3, the objectives of the Act are:

- a) *to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,*
- b) *to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment,*
- c) *to promote the orderly and economic use and development of land,*
- d) *to promote the delivery and maintenance of affordable housing,*
- e) *to protect the environment, including the conservation of threatened and other species of native animals and plants, ecological communities and their habitats,*
- f) *to promote the sustainable management of built and cultural heritage (including Aboriginal cultural heritage),*
- g) *to promote good design and amenity of the built environment*
- h) *to promote the proper construction and maintenance of buildings, including the protection of the health and safety of their occupants,*
- i) *to promote the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State,*
- j) *to provide increased opportunity for community participation in environmental planning and assessment.*

The proposed development is considered to be consistent with the objects of the Act.

5.3. Environmental Planning and Assessment Regulations 2000

5.3.1 Clause 98 – Compliance with the BCA

The proposal is capable of compliance with the relevant provisions. Standard conditions of consent are anticipated in this respect.

5.4. State Environmental Planning Policies

5.4.1 State Environmental Planning Policy No 55 – Remediation of Land

The purpose of State Environmental Planning Policy No 55 – Remediation of Land (SEPP 55) is to ensure that land which is contaminated is identified and appropriately remediated so as to be suitable for the proposed development. Clause 7 of SEPP 55 states:

- (1) *A consent authority must not consent to the carrying out of any development on land unless:*
- (a) *it has considered whether the land is contaminated, and*
 - (b) *if the land is contaminated, it is satisfied that the land is suitable in its contaminated state (or will be suitable, after remediation) for the purpose for which the development is proposed to be carried out, and*
 - (c) *if the land requires remediation to be made suitable for the purpose for which the development is proposed to be carried out, it is satisfied that the land will be remediated before the land is used for that purpose.”*

The site has had a long standing residential/rural use and there are no known records of contaminating activity being conducted on the site. Furthermore, a review of the POEO register for contaminated land has not flagged the subject site as being potentially affected by any form of contaminant. In view of the above and having regard to the provisions of SEPP No 55, the site is considered suitable for the proposed development.

Having regard to the above, the likelihood for any site contamination is low and therefore, the provisions of SEPP 55 are considered to be satisfied.

5.4.2 State Environmental Planning Policy (BASIX) 2004

In accordance with the provisions of the State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004, a BASIX Certificate has been provided. The proposed development satisfies the requirements of the Certificate in terms of water, thermal comfort and energy efficiency.

5.4.3 State Environmental Planning Policy (Affordable Rental Housing) 2009

The ARHSEPP came into force on 31 July 2009 and, in accordance with Clauses 25-28, the SEPP applies to the proposed development and the subject site. It contains a number of standards that apply to boarding houses, as well as matters that - if complied with - cannot be used as reasons for refusal. It is noted that the ARHSEPP relies on and is a general zoning where boarding houses are a permissible form of development with consent.

boarding house means a building that:

- (a) is wholly or partly let in lodgings, and
- (b) provides lodgers with a principal place of residence for 3 months or more, and
- (c) may have shared facilities, such as a communal living room, bathroom, kitchen or laundry, and
- (d) has rooms, some or all of which may have private kitchen and bathroom facilities, that accommodate one or more lodgers, but does not include backpackers' accommodation, a group home, hotel or motel accommodation, seniors housing or a serviced apartment.

The proposed development falls within this definition, and as such, the SEPP applies to the proposed development. Clause 27(2) further outlines that despite its application, Clauses 29, 30 and 30A do not apply to development on land within Zone R2 Low Density Residential or within a land use zone that is equivalent to that zone in the Sydney region unless the land is within an accessible area. In this regard, the subject site is located within a R3 – Medium Density Zone and therefore, the provisions of Clause 29, 30 and 30A continue to apply.

Clause 29 of the SEPP contains standards that cannot be used to refuse consent for 'boarding house' development while Clause 30 provides further detail regarding the need to satisfy a number of specific design controls so as to be to the satisfaction of Council. The manner in which the proposal satisfies the provisions of clauses 29 and 30 is detailed within the performance table below.

Clause 30AA of the SEPP is a recently introduced clause that serves to limit the number of boarding rooms within a boarding house within the R2 Zone to twelve (12). This clause is not applicable to the proposed development. Clause 30A requires that the consent authority consider the compatibility of the development with the character of the local area. A summary as to how the proposed development will remain in keeping with the character of the area is detailed in Part 5.2 of this SEE.

The performance of the proposal against these provisions are detailed in the table overpage:

SEPP Provisions	Complies/Comments ✓/x	
CI.29 – STANDARDS THAT CANNOT BE USED TO REFUSE CONSENT		
<p>(1) A consent authority must not refuse consent to development to which this Division applies on the grounds of density or scale if the density and scale of the buildings when expressed as a floor space ratio are not more than:</p>		
<p>Floor Space Ratio</p>	<p>(a) the existing maximum floor space ratio for any form of residential accommodation permitted on the land.</p> <p>The maximum floor space ratio permitted on the land is 2:1 or 1962m²</p>	<p style="text-align: center;">N/A</p> <p>There is no maximum FSR set for the site.</p>
	<p>if the development is on land within a zone in which no residential accommodation is permitted—the existing maximum floor space ratio for any form of development permitted on the land, or</p> <p>(c) if the development is on land within a zone in which residential flat buildings are permitted and the land does not contain a heritage item that is identified in an environmental planning instrument or an interim heritage order or on the State Heritage Register—the existing maximum floor space ratio for any form of residential accommodation permitted on the land, plus:</p> <p>(i) 0.5:1, if the existing maximum floor space ratio is 2.5:1 or less, or</p> <p>(ii) 20% of the existing maximum floor space ratio, if the existing maximum floor space ratio is greater than 2.5:1.</p>	<p style="text-align: center;">N/A</p> <p>Not applicable</p>
<p>(2) A consent authority must not refuse consent to development to which this Division applies on any of the following grounds:</p>		
<p>Building Height</p>	<p>(a) If the building height of all proposed buildings is not more than the maximum building height permitted under another</p>	<p style="text-align: center;">✓</p> <p>The proposed development has a maximum height of up to 8.5m and therefore complies with</p>

	<p>environmental planning instrument for any building on the land,</p> <p>The maximum building height under Penrith LEP 2010 is 8.5m.</p>	<p>the 8.5m maximum under the LEP.</p>
Landscape Area	<p>(b) If the landscape treatment of the front setback area is compatible with the streetscape in which the building is located,</p>	<p style="text-align: center;">✓</p> <p>The proposed development incorporates soft landscaping within the frontage areas to both Edna Street and Edith Streets. This is compatible with the landscape treatment within the front setback areas in the streetscape and thus meets the SEPP requirements.</p>
Solar Access	<p>(c) Where the development provides for one or more communal living rooms, if at least one of those rooms receives a minimum of 3 hours direct sunlight between 9am and 3pm in mid-winter,</p>	<p style="text-align: center;">✓</p> <p>The communal living room is located in the north eastern corner of the building on the ground floor and receives the requisite amount of solar access. Compliance has been demonstrated in the Views from the Sun diagrams prepared by Designcorp Architects.</p>
Private Open Space	<p>(d) If at least the following private open space areas are provided (other than the front setback area):</p> <p>(i) One area of at least 20 square metres with a minimum dimension of 3 metres is provided for the use of the lodgers.</p> <p>(ii) If accommodation is provided on site for a boarding house manager – one area of at least 8sqm with a minimum dimension of 2.5m is provided adjacent to that accommodation.</p>	<p style="text-align: center;">✓</p> <p>A private open space has been provided along the eastern side of the building on the ground floor plan. The space is directly accessible from the indoor communal living room. The overall size and dimensions of this space exceeds the 20sqm/3m minimum requirements. It is noted that a Manager is not provided/required in accordance with the ARHSEPP 2009 provisions as there is a maximum of 19 lodgers only.</p>
Parking (site within accessible area)	<p>(e) If not more than:</p> <p>(iia) in the case of development not carried out by or on behalf of a social housing provider—at least 0.5 parking spaces are provided for each boarding room</p>	<p style="text-align: center;">✓</p> <p>The proposed development is not be carried out on or behalf of a social housing provider. As such, a total of six (6) spaces are required. A total of six (6) spaces are proposed which is compliant.</p>

	In the case of any development—not more than 1 parking space is provided for each person employed in connection with the development and who is resident on site,	✓ A boarding house manager who is a resident on site is not proposed.
Accommodation Size	(f) If each boarding room has a gross floor area (excluding any area used for the purposes of private kitchen or bathroom facilities) of at least: (i) 12 square metres in the case of a boarding room intended to be used by a single lodger, or: (ii) 16 square metres in any other case.	✓ Boarding rooms 1, 4, 5, 6 and 7 have been nominated as single rooms comprising of a minimum area of 12m ² (excluding areas used for the purposes of private kitchens and bathrooms). Boarding rooms 2, 3, 8, 9, 10, 11 and 12 have been nominated as double rooms comprising of a minimum area of 16m ² (excluding areas used for the purposes of private kitchens and bathrooms).
CI.30 - STANDARDS FOR BOARDING HOUSES		
Internal Communal Area	(a) If more than 5 rooms, provide an internal communal area	✓ The proposal provides an indoor communal living room on the ground floor level of the building.
Room Size	(b) Maximum room size (excl. kitchen and bathroom) of 25m ²	✓ No rooms exceed 25m ² in area (excluding the kitchen and bathrooms).
Number of Lodgers	(c) No more than 2 lodgers per room	✓ No more than 2 lodgers are proposed for any room.
Adequate bathroom and kitchen facilities	(d) Adequate bathroom and kitchen facilities to be provided	✓ Each boarding room is provided with its own private kitchenette and bathroom.
Manager	(e) If more than 20 lodgers, provide manager's room on site	✓ The development will cater for 19 lodgers. As such, a designated managers room is not required to be provided.
	(f) (Repealed)	N/A
	(g) if the boarding house is on land zoned primarily for commercial purposes, no part of the ground floor that fronts a street will be used for residential purposes	✓ The site is zoned R3 – Medium Density Residential and is thus not considered to be land zoned primarily for commercial purposes.

Parking	(h) at least one parking space will be provided for a bicycle, and one will be provided for a motorcycle, for every 5 boarding rooms	<p style="text-align: center;">✓</p> <p>The proposal provides for three (3) motorcycle and three (3) bicycle parking spaces</p>
CI.30A – CHARACTER OF LOCAL AREA		
The design of the development is compatible with the character of the local area		<p style="text-align: center;">✓</p> <p>Refer to the discussion in Part 6.8 (Character Test) of this SEE.</p>
CL30AA – BOARDING HOUSES IN R2 – LOW DENSITY RESIDENTIAL		
A consent authority must not grant development consent to a boarding house on land within Zone R2 Low Density Residential or within a land use zone that is equivalent to that zone unless it is satisfied that the boarding house has no more than 12 boarding rooms.		N/A
CI 52 – NO SUBDIVISION OF BOARDING HOUSES		
A consent authority must not grant consent to the strata subdivision or community title subdivision of a boarding house.		<p style="text-align: center;">✓</p> <p>Neither Strata nor Community Title Subdivision have been sought as part of this application</p>

Table 3 - SEPP (Affordable Rental Housing) 2009 compliance table

5.4.4 State Environmental Planning Policy (Vegetation in Non Rural Areas) 2017

The Vegetation SEPP regulates clearing of native vegetation on urban land and land zoned for environmental conservation/management that does not require development consent.

The Vegetation SEPP applies to clearing of:

1. Native vegetation above the Biodiversity Offset Scheme (BOS) threshold where a proponent will require an approval from the Native Vegetation Panel established under the *Local Land Services Amendment Act 2016*; and
2. Vegetation below the BOS threshold where a proponent will require a permit from Council if that vegetation is identified in the council's development control plan (DCP).

The Vegetation SEPP repeals clause 5.9 and 5.9AA of the *Standard Instrument - Principal Local Environmental Plan* with regulation of the clearing of vegetation (including native vegetation) below the BOS threshold through any applicable DCP.

The proposed development seeks consent for the removal of three (3) existing trees as identified in the submitted Arborist Report prepared by *Treehaven Environmentscapes*. T1, T3 and T6 are proposed for removal as identified below. In compensation, 10 new trees are proposed in the new landscaping for the site. This results in a superior outcome to the existing scenario on site.



Figure 11: Existing trees
Source: Tree Haven Environmentscapes


5.5 Local Environmental Planning Policies

5.5.1 Penrith Local Environmental Plan 2010

The Penrith Local Environmental Plan 2010 (PLEP 2010) applies to the subject site which is identified as being within Zone R3 – Medium Density Residential zone. The proposed development is best characterised as a “boarding house” which is a permissible form of development with the consent of Council in the R3 zone.



Figure 12: Zoning Map
Source: PLEP 2015

Subject site 

The proposed development is consistent with the objectives of the zone as demonstrated below:


<p><i>To provide for the housing needs of the community within a medium density residential environment.</i></p>	<p>The proposal provides for twelve (12) self contained boarding rooms. The proposed use is a permissible form of development in the zone, and will assist in the provision of housing in a medium density residential environment.</p>
<p><i>To provide a variety of housing types within a medium density residential environment.</i></p>	<p>The proposed development constituting as a boarding house, is a housing typology that will positively add to both the availability and diversity of accommodation options in a medium density residential environment.</p>
<p><i>To enable other land uses that provide facilities or services to meet the day to day needs of residents.</i></p>	<p>This objective is not relevant to the proposed development.</p>

<i>To provide for a concentration of housing with access to services and facilities.</i>	The subject land is in a well serviced location, in proximity to a variety of public transport options, expanses of public open space, University, Hospital and service facilities.
<i>To enhance the essential character and identity of established residential areas.</i>	The proposal will not detract from the existing or desired future character of the locality when viewed in conjunction with the established and emerging development context. In this regard, the development would not be visually jarring or offensive to the streetscape composition both within the immediate and broader context.
<i>To ensure that a high level of residential amenity is achieved and maintained.</i>	The form, siting and configuration of the proposal is such that it will facilitate a high degree of future occupant amenity. Furthermore, no adverse amenity impacts upon neighbouring properties by way of overshadowing and or visual and acoustic impacts are likely to result.
<i>To ensure that development reflects the desired future character and dwelling densities of the area.</i>	The siting arrangement, built form and architectural language of the development is consistent with that likely to be encountered in a medium density residential setting and is proportionate with that observed within the evolving context.

A summary of our assessment of the proposed development against the LEP provisions is detailed below. Some clauses with the LEP have been deliberately omitted because they are not applicable to the proposed development.

Penrith Local Environmental Plan 2010			
CL	Requirement	Proposed	✓/x
Part 2 - Permitted or Prohibited development			
2.3	Zoning objectives and Land Use Table	The site is zoned R3 – Medium Density Residential pursuant to this clause. The proposed development is for the construction of a new “boarding house” which is a permissible form of development in this zone.	✓
2.7	Demolition requires development consent	This application seeks consent for demolition of the existing improvements on the subject site.	✓

Part 4 – Principal Development Standards

4.3	<p>Height of Buildings</p> <p>The development is subject to the provisions of Clause 4.3, which as indicated on the associated “Height of Buildings” Map, limits the height of buildings to 8.5m.</p>	<p>The proposal will comprise of a maximum height of 8.5m, which is compliant with the 8.5m maximum.</p>  <p>Figure 13: Height of Building Map extract Source: PLEP 2010</p>	✓
4.4	Floor Space Ratio	There are no FSR control for this site.	N/A

Part 5 – Miscellaneous Provisions

5.10	Heritage Conservation	The site is not identified as being a heritage item, is not located within a heritage conservation area or is not in the immediate vicinity of any listed heritage items.	✓
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Part 7 – Additional Local Provisions

7.1	Earthworks	<p>Earthworks are proposed for the purpose of facilitating the provision of the basement levels.</p> <p>Where proposed earthworks occur within or close to the zone of influence of neighbouring structures, specific excavation and earth retention methods will be implemented to ensure structural integrity of adjacent buildings is not compromised.</p> <p>It is considered unlikely that the site, which for the most part has been relatively undisturbed, contains relics or any items of historic significance. Should any such item be encountered during site preparation works, excavation will cease immediately and the appropriate government authority notified. It is anticipated that a standard condition of consent will be imposed in this regard.</p>	✓
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		<p>The site is not in proximity to, nor are earthworks likely to have any detrimental impact on, a waterway, drinking water catchment or environmentally sensitive area. Sediment and erosion controls will be installed and maintained for the duration of site preparation and construction phases to ensure there is no risk of sediment laden water leaving the site and entering council's drainage infrastructure.</p> <p>Excavation techniques which focus on minimising disturbance resulting from noise and vibration transmission will be implemented. Sediment and erosion controls will be installed and maintained for the duration of site preparation and construction phases.</p> <p>In this regard, the proposal will not have a detrimental impact on environmental functions and processes, neighbouring uses, cultural or heritage items or features of the surrounding land.</p>	
7.2	Flood Planning	The proposed floor levels and driveway crest are compliant with Council's flood information.	✓
7.3	Development on natural resources sensitive land	The site is not identified as being land affected by this clause.	✓
7.4	Sustainable development	<p>The proposed development is considered to satisfy the requirements of this clause noting the following:</p> <ul style="list-style-type: none"> • The common areas of the boarding house receive a high degree of solar access. • Many of the proposed boarding rooms are naturally cross ventilated. • The application is accompanied by a compliant BASIX Certificate to achieve the principles of sustainable development. • The site is located in walking distance of bus stops with regular services to Penrith and Mt Druitt situated on the eastern and western side of Manning Street. This accessibility will assist in reducing car dependency. 	✓
7.6	Salinity	Due to the nature and location of the site it is unlikely to be affected by saline soils.	✓
7.7	Servicing	The site has services available to it. Standard conditions of consent are anticipated in this respect.	✓

Table 4: Penrith Local Environmental Plan 2010 Compliance Table

5.6 The Provisions of any exhibited Draft Environmental Planning Instruments

5.6.1 Draft Environment SEPP

The planning provisions for waterways, catchments, world heritage and urban bushland are currently contained in seven State Environmental Planning Policies (SEPPs), the Standard Instrument – Principal Local Environmental Plan (Standard Instrument), and in Ministerial Directions for plan making issued under the Environmental Planning and Assessment Act 1979.

An Explanation of Intended Effect for the SEPP (Environment) was publicly notified between 31 October 2017 to 31 January 2018. The SEPP (Environment) will integrate provisions from seven existing SEPPs relating to catchments, waterways, urban bushland and world heritage, and to reduce the complexity and streamline the planning system.

The proposed SEPP (Environment) will:

- *Encourage the proper management, development and conservation of natural resources and the protection of the environment, in line with the objectives of the Act*
- *Enable growth that maintains and enhances the health and integrity of our natural and cultural heritage for the benefit and enjoyment of the present community and for future generations*
- *Streamline development assessment by identifying and considering environmental values and constraints at the earliest possible stage in the development decision making process, using evidenced based planning methods*
- *Promote ecologically sustainable development that supports a balanced approach to the use of land and natural resources, and provides for long term environmental, economic and social wellbeing*
- *Adopt a risk based approach to minimise cumulative negative impacts of development on both the immediate site and on a surrounding area or region*
- *The proposed SEPP fits within a range of plans and strategies including A Plan for Growing Sydney, draft District Plans, Regional Plans, local environmental plans, Ministerial Directions, and development control plans*

Based on the information of the Explanation of Intended Effect of the SEPP (Environment), it is considered that the proposal is consistent with the draft planning instrument being, the proposed SEPP (Environment).

5.6.2 Remediation of Land SEPP

The Draft Remediation of Land SEPP was on public exhibition until 31 March 2018 and is a review of SEPP No 55 – Remediation of Land which along with the *Managing Contaminated Land Planning Guidelines* has been in place for almost 20 years. Both documents needed to be updated to respond to changes in federal and state legislation and policy, and to reflect new land remediation practices.

The new SEPP aims for the better management of remediation works by aligning the need for development consent with the scale, complexity and risks associated with the proposed works and will:

- *provide a state-wide planning framework for the remediation of land*
- *require consent authorities to consider the potential for land to be contaminated when determining development applications*
- *clearly list the remediation works that require development consent*
- *introduce certification and operational requirements for remediation works that can be undertaken without development consent*
-

Based on the information of the Explanation of Intended Effect of the SEPP Remediation of Land 2018, it is considered that the proposal is consistent with the draft planning instrument.

5.6.3 Proposed Housing Diversity SEPP

The Department is exhibiting an Explanation of Intended Effect (EIE) for a proposed new State Environmental Planning Policy (SEPP) that aims to facilitate the delivery of diverse housing that meets the needs of the State's growing population and will support the development of a build-to-rent sector.

The proposed Housing Diversity State Environmental Planning Policy (Housing Diversity SEPP) would consolidate three current SEPPs and update some planning provisions in response to community and council concerns about boarding house and seniors housing development.

Changes to facilitate more social housing are also proposed and three new diverse housing types – build-to-rent housing, student housing and co-living – are being introduced to provide more housing options for the people of NSW.

The proposal is not inconsistent with the Intended Effect of the proposed Instrument.

5.7 Development Control Plans

5.7.1 Penrith Development Control Plan 2010

Penrith Development Control Plan 2010 is the relevant document. The relevant DCP controls are discussed below:

Part C – City Wide Controls

C1 Site Planning and Design Principles

1.1.1 Site Analysis: A Site Analysis has been prepared and accompanies this DA submission.

1.1.2 Key Areas with Scenic and Landscape Values: The subject site is not located within the scenic and landscape values map within the LEP.

1.2.2 Built Form – Energy Efficiency and Conservation: The site has a northerly orientation which enables a high level of solar access throughout the boarding house. Further, many of the boarding rooms have been designed to achieve natural cross ventilation.

1.2.3 Building Form – Height, Bulk and Scale: These matters have been addressed as part of the *Character Test* later in this SEE.

1.2.4 Responding to the site's topography and landform: The subject site is relatively flat. No further concerns are noted in this respect.

1.2.5 Safety and Security (Principles of CPTED): This matter is addressed in Part 9 of this SEE.

1.2.6 Maximising Access and Adaptability: An access report prepared by Vista Access has been provided which demonstrates compliance with the applicable access requirements. It is noted that the proposal incorporates an accessible car parking space, suitable path of travel on the ground floor and adaptable boarding rooms.

C2 Vegetation Management

2.1 Preservation of Trees and Vegetation: Refer to previous SEPP (Vegetation in Non-Rural Areas) 2017 discussion.

C3 Water Management and C4 Land Management

The proposed development satisfies the relevant parts of C3 and C4 in that:

- Stormwater plans prepared by Alpha Engineering accompany the DA submission to demonstrate that water will be appropriately managed;
- The site is not located within close proximity to a watercourse, wetland or riparian corridor;
- Groundwater is not anticipated to be intercepted; and
- The proposal incorporates excavation works for the proposed basement car parking level.

Part D5 – Other Land Uses

5.11 – Boarding Houses

1) Local Character

The character test has been addressed in Part 6.6 of this SEE and establishes that the proposed development will be compatible with the existing and desired future character of the area.

2) Built Form, Street Impact and Appearance

The minimum setbacks for boarding house development in the R3 zone are provided in table D5.3. The proposed development is generally consistent with these requirements. The following assessment is provided:

- The front setback to Edna Street of 7.1 – 7.6m is compliant;
- The eastern side setback of 2m to 3.5m is compliant;
- The rear 6m setback is compliant; and
- 5.5m secondary street setbacks are required in the R3 zone. The proposed development provides a setback of 4m to 5.5m and therefore does not fully comply. The non-compliant portion at 4m is positioned towards the corner of the site and therefore will not dictate the future built form/setback relationship with the re-development of the adjoining allotment to the south at No.4 Edith Street. At the critical point (i.e. – the southern end of the building), a compliant 5.5m is provided. The external wall along the Edith Street façade is well articulated. The non-compliance does not create excessive bulk, scale or a poor streetscape presentation.

It is noted that the 40% landscaped area control in the R3 zone is effectively superseded by clause 29 SEPP provisions and as a result, this control has no effect. In any case, it is noted that the proposed development provides 258m² (40.7%) of landscaping, inclusive of 21.66m² being landscaping within a planter box.

The DCP identifies a building envelope control for boarding houses in the R3 zone that is intended to be a guide so as to create consistency with desired local character. The relevant diagram is Figure D5.5 in the DCP which is re-produced below for reference:

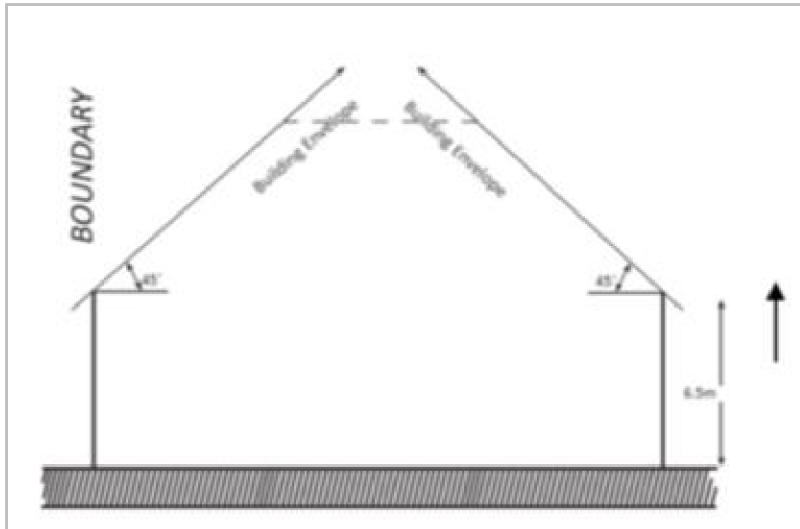


Figure 14: Extract of DCP building envelope

The relevant envelope has been shown on the architectural drawings to demonstrate that the proposed built form is compliant.

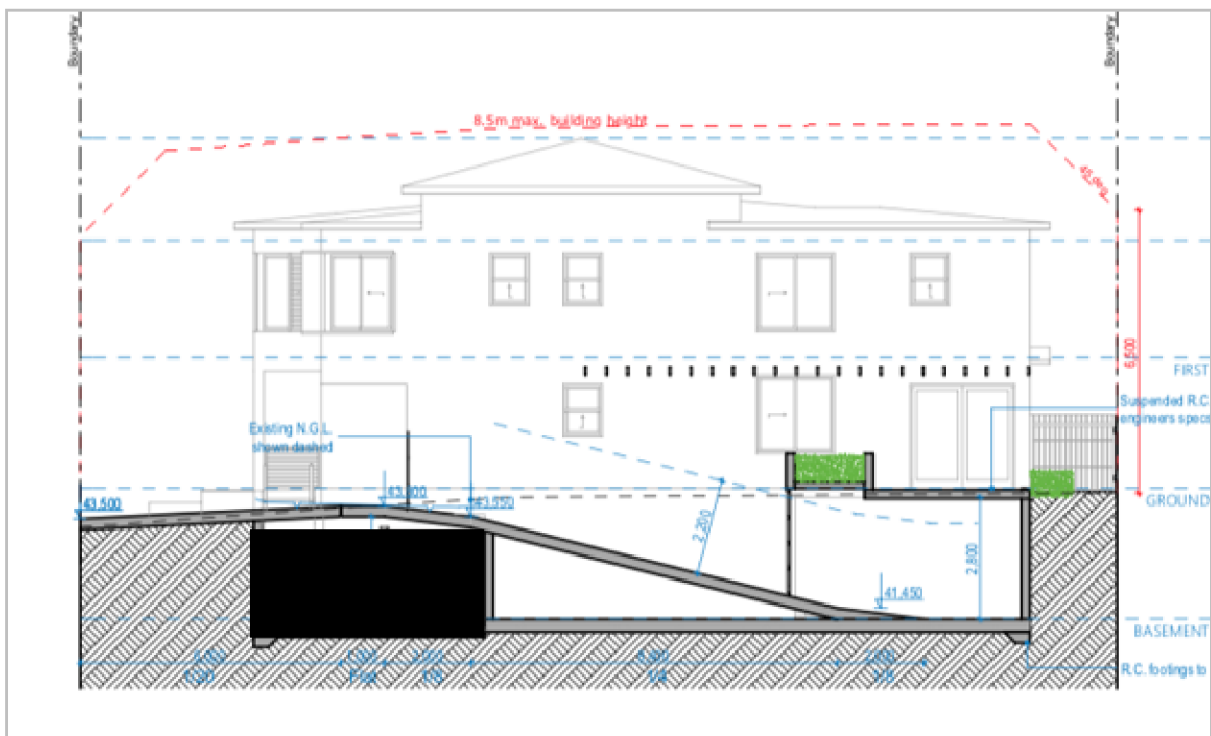


Figure 15: Section A extract demonstrating consistency with the building envelope control
Source: Designcorp Architects

3) Compatibility with Streetscape in the Front Setback

Deep soil zones in excess of 18m² and 3m minimum dimension are provided within the front setback area to Edna Street in accordance with the DCP guidelines. This permits the planting of larger trees to soften the built form. The proposal is capable of being constructed with a watering system that does not rely on lodgers to maintain plantings. This can be imposed through suitable conditions of consent.

4) Tenant Amenity, Safety and Privacy

The DCP states that common rooms are to be provided at a minimum rate of 2m² per lodger. On the basis of 19 lodgers, this equates to a 38m² common room. The development provides an 18m² communal room and therefore does not comply. However, the design of the common room opens out onto a 35m² communal open space which adds amenity and well exceeds the 20m² specified under the ARHSEPP 2009. Natural cross ventilation is achieved in the common room as well as a number of the individual boarding rooms.

The development does not provide the communal kitchen facilities at the rates specified in this part of the DCP. However, this is justifiable in this instance because each boarding room is provided with individual kitchen facilities.

The development provides 2 out of the 12 rooms proposed as accessible, which complies with the 10% requirement in the DCP.

5) Visual and Acoustic Amenity Impacts

Visual and acoustic amenity impacts have been addressed in Part 6 of this SEE.

6) Location

The site is not located in a cul-de-sac and thus satisfies the DCP guidelines.

7) Plan of Management

This has been provided in accordance with the DCP provisions.

6. Environmental Impact Assessment

6.1. Setbacks

6.1.1 Visual Privacy

The visual privacy outcomes are considered to be well resolved noting the following:

- The site is a corner allotment. As a result, the window openings along the northern and western elevations would look across the public domain (Edith and Edna Streets) as opposed to any adjoining properties;
- There are new window openings proposed along the southern (rear) elevation facing No.4 Edith Street. However, the extent of window openings is generally minimised and are setback 6m from the common boundary. This separation distance ensures that there are no adverse overlooking opportunities;
- Window openings on the first floor of the east elevation are restricted to a total of two (2) windows, both of which are setback from the boundary in a compliant manner; and
- The communal areas are positioned on the ground floor plan where they do not create any unreasonable visual privacy impacts for neighbouring properties.

6.1.2 Overshadowing

The extent of overshadowing cast by the proposed development is predicated by the siting relationship the subject site has with neighbouring lands both private and public. The shadowing analysis prepared by Designcorp clearly identifies the extent of overshadowing likely to be incurred by neighbouring properties/public land from 9am to 3pm on June 21. The shadow diagrams show that there will be additional overshadowing impacts caused to the neighbouring dwellings at No.4 Edith Street and No.4 Edna Street. However, there would be no unreasonable impacts caused to the main internal living areas and/or private open space areas within those properties. The majority of the overshadowing impact occurs within the northern side setback area of No.4 Edith Street.

6.1.3 Acoustic Impact

Acoustic privacy is about preventing sound transmission between external and internal spaces, between boarding rooms and communal areas and between boarding rooms and external spaces. The application is accompanied by a Noise Impact Assessment prepared by *White Noise Acoustics* which demonstrates that the proposal is capable of achieving compliance with the relevant noise criteria. The report makes various acoustic recommendations which should be enforced through suitable conditions of consent.

6.2. Public Amenity

Views and Visual Impact

The proposed development will not give rise to any view loss impacts.

The built form incorporates a mixture of architectural elements which are supplemented by landscaping and a diverse mix in building materiality. The proposal encourages a direct relationship to the streetscape along Edith Street and Edna Street, providing direct pedestrian access to the entry points

of the site. The building also responds to the anticipated future character of the locality by providing a two-storey form with a pitched roof.

6.3. Traffic, Parking And Access

6.3.1 Vehicular Access & Traffic Generation

The proposal nominates a vehicular access point directly off Edith Street in a similar location to the existing crossing. This enables access to the basement car parking level.

The proposed solution is considered adequate as demonstrated in the Traffic and Parking Assessment prepared by *Hemanote Consultants*. This report concludes the following:

- The current traffic flows on Edna and Edith Streets are considered to be low and appropriate for local roads in a mainly residential area, with free-flowing traffic without major queuing or delay in peak traffic periods, with spare capacity.
- The estimated traffic generation is of low impact on existing flows on Edna Street, Edith Street and the surrounding road network. The traffic generated by the proposed boarding house development can be readily accommodated within the existing road network.
- The potential increase in the number of vehicle movements in and about Edna Street and adjacent streets will not have adverse impacts on the amenity of the area.
- The subject site has good access to existing public transport services in the form of regular train and bus services.
- The proposed development will not have adverse impacts on parking in the surrounding area.

6.3.2 Parking

The parking demand (6 spaces) resulting from the proposed boarding house development can be easily accommodated within the proposed adequate off-street car, motorcycle and bicycle parking, which complies with ARHSEPP 2009 requirements.

6.4. Waste Management

All waste storage is to take place within the dedicated garbage storage area located on ground level. Waste Bins will be transported to the street for collection on waste collection day.

6.5. Environmental Sustainability

The proposed development will meet the regulatory sustainability requirements of BASIX (applicable to the self-contained boarding rooms). Further technical documents which address the sustainability of the proposed development are included the BASIX Certificate prepared by Outsource Ideas.

6.6. Context/Character

Clause 30A of the ARHSEPP 2009 requires consideration as to whether the design of the development is compatible with the character of the local area. The '**character**' of an area is defined by the physical appearance of a locality (building height, setbacks, landscaping, land use, vehicle access points, orientation etc.) and also by the reasonableness of impacts created by new development on surrounding property.

In our view, “compatible” does not promote “sameness” in built form but rather requires that development fits comfortably with its urban context. Of relevance to this assessment are the comments of Roseth SC in *Project Venture Developments Pty Ltd v Pittwater Council [2005] NSWLEC 191*:

“22 There are many dictionary definitions of compatible. The most apposite meaning in an urban design context is capable of existing together in harmony. Compatibility is thus different from sameness. It is generally accepted that buildings can exist together in harmony without having the same density, scale or appearance, though as the difference in these attributes increases, harmony is harder to achieve.”

In relation to the built form context of the site, the site is located within an R3 – Medium Density Zone whereby, the proposed development is deemed both a permissible and positive contribution to the context.

The scale of the proposed boarding house is consistent with the planned character of the area where it complies with the prescribed standards as well as the finer grain development controls and is in keeping with emerging development in the area while remaining homogeneous with historic housing stock. The resulting scale of the building adopts a built form and siting arrangement that is congruent with that observed within the sites defining context. Generous setbacks are provided across all site perimeters while a combination of appropriate building materials, colours and articulated external walls reduces the perceived bulk and scale of the building where it will appropriately respond to both the existing and emerging streetscape character.

The natural setting to the street frontages are not dissimilar to what is currently identified in the surrounding area while the extent of deep soil area provided across the development will enable the provision of generous amounts of landscaping. In this instance, while the development is not entirely the same as the neighbouring single and two storey single dwelling houses and dual occupancies, seeking to make it identical or close to identical, would thwart the social planning objectives of the State Environmental Planning Policy (Affordable Rental Housing) 2009 in the provision of affordable housing.

The site is not located within a heritage conservation area or special development precinct. The proposal will not detract from the existing or desired future character of the locality when viewed in conjunction with the adjoining buildings, and would not be visually jarring or offensive to streetscape composition.

The physical impacts of the proposed development have been considered throughout this report, primarily in the assessment against the LEP, DCP, ARHSEPP 2009 and Section 4.15(1)(b) provisions of the EP&A Act 1979. The proposal has been found to result in an acceptable level of amenity impact on surrounding properties and the locality. Further, the proposal will not constrain the development potential of adjoining sites.

For all of the reasons outlined above, the proposal satisfies the character test pursuant to Clause 30A of the SEPP.

7. Natural and Built Environmental Impacts

7.1. Landscaping

A comprehensive landscape scheme as demonstrated in the landscape plans prepared by AM *landscape design* will include the planting of more desirable trees and shrubs, planted within available areas in prominent locations. The landscape design features of the proposed development are outlined in **Figures 16** and **17** below:

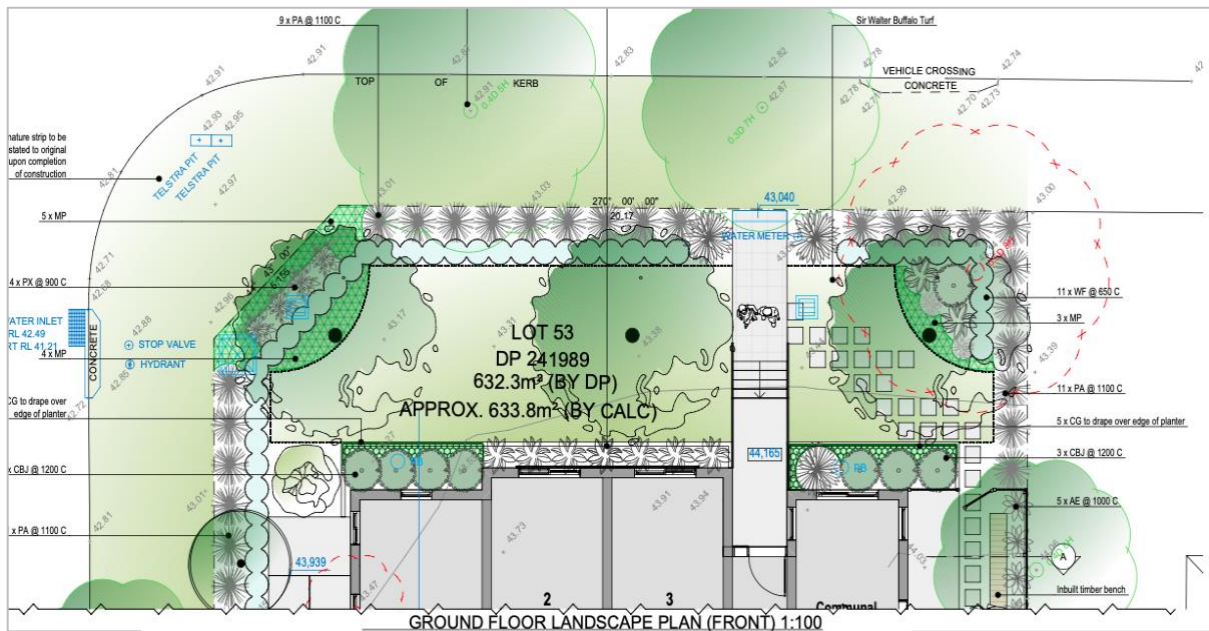


Figure 16: Landscape Plan
Source: AM Design

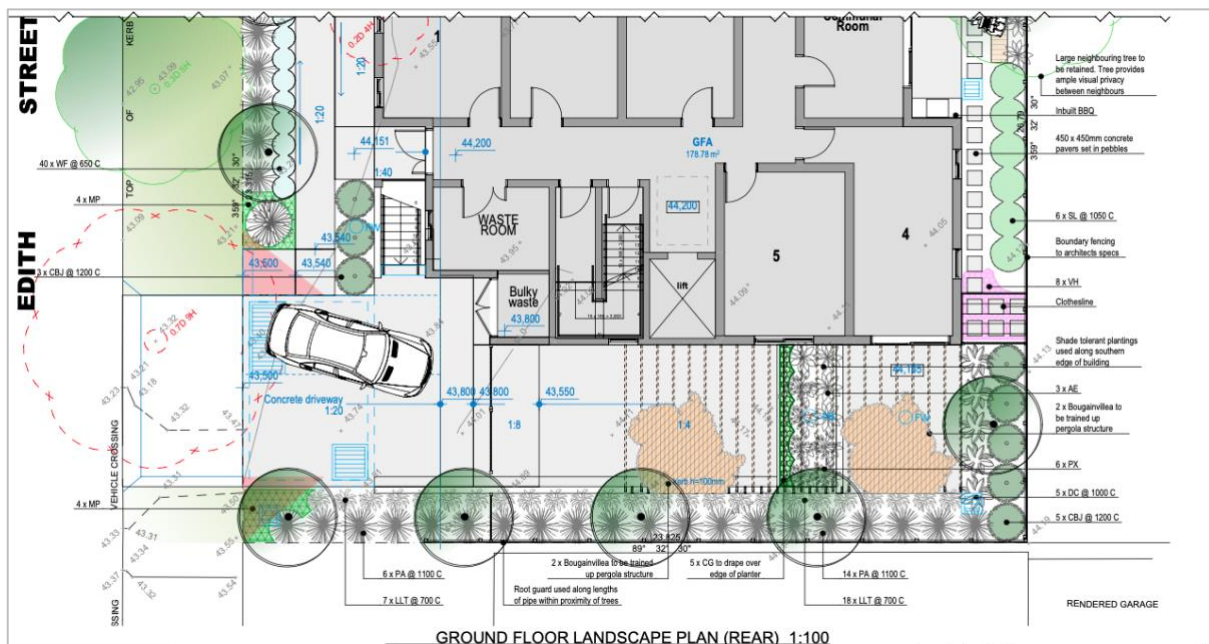


Figure 17: Landscape Plan
Source: AM Design

7.2. Water Management

Existing drainage conditions, proposed design and relevant impacts associated with development are contained in the Stormwater Concept Plans prepared by *Alpha Engineering*.

7.3. Soil Management

A soil and erosion plan has been prepared and accompanies this application. It is envisaged that this Erosion and Sedimentation Control Plan will be formalised by way of a condition of consent.

8. Social and Economic Impacts

8.1. Economic and employment

There are no negative social or economic impacts as a result of the proposed development. The proposed development will not have any adverse impacts to the streetscape character of Edna Street/Edith Street or the wider Kingswood locality. In the long term, the proposed development will have a positive economic impact by increasing the local resident population, who will in turn frequent the local retail and commercial premises throughout the neighbourhood.

9. Crime and Safety

Crime Prevention through Environmental Design (CPTED) is an important inter-agency crime prevention program that reduces crime opportunity through effective planning, urban design and place management. The NSW Police Service program, known as Safer by Design is based on the principles of CPTED.

The Department of Planning & Environment (then Planning NSW) released guidelines under Section 4.15 of the *Environmental Planning and Assessment Act, 1979* which have been prepared to assist councils in identifying crime risk and minimise opportunities for crime through appropriate assessment of development proposals.

The Guidelines uses Crime Prevention through Environmental Design (CPTED) which is a crime prevention strategy and focuses on reducing the opportunities for crime through the planning, design and structure of the built environment. This is achieved through:

- *Maximising the risk to offenders through increasing the likelihood of detection and challenge;*
- *Maximising the effort required to commit an offence;*
- *Minimising the perceived benefits of crime; and*
- *Minimising the opportunity to facilitate inappropriate behaviour.*

Part B of the Guidelines set out four principles to be used in the assessment of development applications to minimise the opportunity for crime, as follows:

Surveillance

Providing effective surveillance of areas within and surrounding a site can assist in reducing the attractiveness of crime targets. Surveillance of an area can be achieved through both natural and technical means.

Passive surveillance, where people can see what others are doing, creates a sense of safety within an environment and provides opportunities for interaction between individuals. This and high levels of passive surveillance, deters offenders from committing crime.

The landscape treatment for the development has been designed in cognisance of the need to maintain good levels of passive surveillance and allow safe movement of pedestrians around / across the site.

There are pedestrian entry points provided on each of the street frontages. In addition, numerous glazed elements are also orientated towards the street frontages. This ensures maximum opportunity for casual surveillance of the surrounding footpath and surrounding roadways. Site lighting will be installed to satisfy the relevant Australian Standards and provide a high degree of lighting throughout the publicly accessible areas of the development.

Access Control

By clearly defining areas accessible to the public and providing physical and symbolic barriers to attract and channel the movement of people, it will be difficult for offenders to reach victims and opportunity to commit crime will be minimised.

Electronic "Access Control" in the form of an audio intercom will be provided at the entry to the residential lobby to provide secure access to the boarding rooms. A remote controlled garage door will control access of vehicles to the basement car parking areas.

Territorial Reinforcement

Defining what is public and private territory assists in determining the function of a space and the appropriate behaviour within a space. This definition enhances the informal security presence within and around the site. Territorial reinforcement is achieved through the creation of a "*sphere of influence*" around a building by utilizing physical designs such as pavement treatments, landscaping and signage that enable users of a building or an area to develop a sense of proprietorship over it.

Whilst the Guidelines specifically refer to public spaces, the principles can be applied to the proposed development. In this regard, the demarcation between the public domain and private property is clearly defined by the landscaping treatment along the Edna Street and Edith Street frontages.

Space Management

Neglected and/or poorly maintained buildings and/or areas are often more susceptible to criminal activities such as vandalism.

Again, the Guidelines specifically refer to public spaces. Nevertheless, the delegated third party will ultimately be responsible for the management and maintenance of the public domain and communal private spaces of the development.

10. Suitability of The Site

The subject site is well suited to accommodate the proposed development as discussed below.

The site is zoned R3 Medium Density Residential and the proposed "***Boarding House***" is permitted with consent within the zone. Furthermore, the proposal is consistent with the objectives of the zone. The site is situated within an established area such that access to services and stormwater infrastructure are readily available. These include electricity, gas, water and telephone services and

drainage for stormwater and sewerage, which will be enhanced to accommodate for the proposed development as required. The proposed development has been designed sympathetically to address the defining context both established and envisaged upon the redevelopment of neighbouring sites.

The proposed development provides a high-quality built form approach with an appropriate relationship to the surrounding sites. The site is not within an area recognised as being subject to landslip, bushfires, contamination or any other particular hazard that would preclude the ability for the development to take place.

The subject site is considered well suited to accommodate the proposed residential development in the form of a boarding house.

11. The Public Interest

The proposed development at 6 Edna Street, Kingswood positively responds to the current and future character of the area, and will provide additional residential housing opportunities within close proximity to local services and amenities.

The proposal is highly compliant with the relevant planning controls and where minor variations to the prescribed standards/guidelines are sought, no perceivable environmental impacts arise from the variations.

12. Conclusion

The proposed development has been assessed in accordance with Section 4.15 of the EP&A Act 1979 and Council's planning instruments. The proposal is identified as a permissible development pursuant to the zoning of the site as R3 – Medium Density Residential under the Penrith LEP 2010.

The proposal is consistent with the regional strategies and local planning controls for the site. It has been designed having regard to the site characteristics and context of the locality and is considered, on balance, to be in the public interest. The physical appearance of the built form will contribute to the streetscape and complement the adjoining developments both current and envisaged upon the redevelopment of aged building stock. The delivery of twelve (12) boarding rooms within close proximity to employment opportunities, services and existing transport infrastructure is a sound planning outcome.

Accordingly, the proposal is considered to be in the public interest and should be approved.



Appendix A: Boarding House Plan of Management

6 Edna Street, Kingswood

29 October 2020



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Attachments:

Attachment A: Standard Occupancy Agreement

Attachment B: Accommodation Register

Attachment C: Complaints Register

1. The Premises

This Plan of Management has been prepared for the '**Proprietor**' of the boarding house development at No. 6 Edna Street, Kingswood. This development provides twelve (12) self-contained boarding rooms, one (1) communal indoor room and designated common outdoor space. Parking on site is provided within a basement capable of accommodating six (6) vehicles, three (3) motorcycles and three (3) bicycle spaces.

The leasing agent is to implement and comply with the requirements of the Plan of Management, as well as all conditions of development consent that may be issued for the boarding house by Penrith City Council.

2. The Objectives of the Operational Plan of Management

- a) *To ensure the efficient and effective management of the premises.*
- b) *To ensure the safety of all residents of the boarding house.*
- c) *To provide a comfortable and harmonious residential environment for residents.*
- d) *To ensure that the premises is properly maintained and operates in a manner which maintains a high level of amenity.*
- e) *To ensure that there are no adverse impacts arising from the premises on any adjoining property or the neighbourhood.*

To achieve this, the following matters have been considered:

- General site management
- Amenity of occupants
- Amenity of adjoining neighbours
- House rules
- Fire safety of the property including Emergency Management and Evacuation
- Occupational Health and Safety
- Internal and external cleanliness and appearance, including communal areas and individual units
- Complaints register
- Cleanliness of the property and surrounding precinct

3. Operational Matters

General Parameters for the Boarding House:

1. The premises is to operate as a registrable boarding house for the purposes of the NSW *Boarding Houses Act 2012* and the operation of the boarding house is to be in compliance with the Act at all times.
2. The premises is not to offer any alternative type of accommodation or be used for any purpose other than as a registrable boarding house.
3. The boarding house will be governed by the criteria specified in Schedule 2 (Standards for Places of Shared Accommodation) of the Local Government (General) Regulation, 2005 under the Local Government Act 1993, the Public Health Act 1991, Boarding Houses Act 2012 and Boarding Houses Regulation.

Leasing Agent:

1. The leasing agent is to achieve the objectives set out in the Introduction of this Operational Plan of Management.
2. The particular responsibilities of the leasing agent will include:

a. Accepting and assessing applications for residence.

b. Enforcing House Rules:

- The leasing agent has the authority to evict a resident who is refusing to comply with the House Rules set out in Section II. (Refer to Clause 11 of the 'Standard Occupancy Agreement' at Attachment A).

- Other than in exceptional circumstances (i.e. in order to protect the safety of other residents), prior to eviction, the leasing agent is to issue the resident/s with a Notice of Intent to Evict. A standard wording for the Notice is to be provided by the owner/operator. In preparing the standard wording of the Notice, it is recommended that the owner/operator consult a lawyer to ensure legal correctness. The standard wording is to be altered to reflect the particular circumstances of the case.

- 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 owner/operator may engage a security firm to implement the eviction.

c. Cleaning of common areas:

- The leasing agent or nominated external contractor must ensure that all common areas are kept in a clean and tidy state.

- The common area is to be maintained by the leasing agent and is to be cleaned to a professional standard at least once a week. A third party contractor may be engaged to undertake these cleaning duties on behalf of the leasing agent.

- That wastes are properly contained within the bins within the waste area. All servicing is capable of being carried out on site which will be designated to a third party contractor.

- That any rubbish left around the site is properly disposed of. Appropriate signage will be installed around the premises to this effect.

On occasion, the leasing agent will outsource general cleaning/maintenance to third party contractors such as cleaners, gardeners etc.

d. Attending to any resident complaints:

- If residents, either within the development or from surrounding residents, have complaints or enquiries, the leasing agent will listen to and address those. If required, the leasing agent will liaise between boarders and surrounding residents.

e. Preparation of rooms for new residents:

- When a room becomes vacant, the leasing agent is to ensure that the room is cleaned and ensure that the fixtures, fittings and furniture are in good order and if otherwise, replace or repair items as required.

f. General maintenance:

- If minor repairs or replacement of items is required, such as replacing light bulbs in common areas and the like, the leasing agent 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. Rental payments are to be organised through electronic means and paid directly to the nominated account of the owner/operator of the Boarding House.

4. The leasing agent must not discriminate against residents on grounds of their race, religious beliefs, ethnicity, gender, sexual orientation or age.

5. The leasing agent is to ensure the boarding rooms only ever occupy the approved number of lodgers in each of the rooms as outlined below:

Room Number	Type	Maximum No of Boarders
RM 1	Single	1
RM 2	Double	2
RM 3	Double	2
RM 4	Single	1
RM 5	Single	1
RM 6	Single	1
RM 7	Single	1
RM 8	Double	2
RM 9	Double	2
RM 10	Double	2
RM 11	Double	2
RM 12	Double	2

4. Administration

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* (refer to Attachment A). 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.**
2. Prior to entering into an Occupancy 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* (N.B. This is provided at Annexure 1 of the Standard Occupancy Agreement at **Attachment A**).
3. The leasing agent is to provide a copy of the House Rules to all new residents at the time that they sign an Occupancy Agreement. The leasing agent is to advise the new resident/s that they must read and understand and abide by the resident obligations that are set out in the House Rules. The new resident/s must sign a statement to the effect that they understand and will abide by those resident obligations.
4. Prior to entering into an Occupancy Agreement, prospective residents are to be advised that they may potentially be evicted if they breach the resident obligations.
5. Prior to entering into an Occupancy 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 the Boarding House Accommodation Register (**Attachment B**).
6. Prior to entering into an Occupancy 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.
7. Prior to entering into an Occupancy 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. Prior to entering into an Occupancy Agreement, the leasing agent is to advise prospective residents of the fees.
9. Upon execution of an Occupancy Agreement, the leasing agent is to enter the details of the new resident/s into the Boarding House Register (**Attachment B**), is to provide the resident/s with a copy of the signed Occupancy Agreement and is also to keep a copy of the signed Occupancy Agreement in a secure location.
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.

Signage:

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

1. The name and 24-hour contact number of the leasing agent or his/her representative must be displayed externally at the front of the premises, as well as in the near vicinity of the lift and stairwell at ground floor level.
2. 'No Smoking' or 'Smoke Free Premises' signage is to be displayed in all common areas of the premises.
3. The House Rules shall be displayed in the common area of the premises.
4. The minimum length of stay of any guest shall be displayed in public view outside the premises.
5. 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 lift and stairwell at ground floor level.
6. Emergency contact numbers.
7. A copy of the annual fire safety statement.
8. Information on local social services.

Noise/Light Management Measures:

1. Access to the indoor and outdoor communal areas is only permitted between the hours of 7:00am and 10:00pm.
2. Amplified music is only permitted between the hours of 8am and 8pm.
3. External building lights will be provided in accordance with the requirements of the BCA.

Off Street Parking:

1. Vehicles, motorcycles and bicycles and motorcycles are to be parked in the allocated areas. These spaces are to be allocated in accordance with the occupancy agreement.
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.

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.
3. An additional boarding fee will be incurred if a car parking space is being sought.

If a lodger or lodgers are found to have not complied with this house rule on more than one occasion, the Owner will require them to leave the property.

4. Car parking spaces made available within the development will not be sub-let to non-building residents.

5. The building's occupants will not be entitled to participate in Council's Resident Parking Scheme.

General Cleanliness, Hygiene and Waste Management:

1. The leasing agent 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 or delegated third party will be responsible for the transfer of bins from the designated waste room to the street on collection day and their subsequent return directly after.

2. Pest control inspections are to be carried out on a yearly basis as a minimum.

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 or third party delegate on a weekly basis.

4. A minimum bi-weekly collection of waste and recycling is to be carried out by the nominated waste contractor. Specialised waste removal contractors will be employed for the removal of sensitive wastes including but not limited to sanitary napkins and sharps.

5. A 'No Smoking' Policy inside all boarding rooms and the communal room will be applied on the premises.

6. All boarding rooms accommodate laundry and drying facilities. Residents will be responsible for the cleaning of personal items and clothing.

7. Lodgers are to ensure that common areas are maintained in a clean state after their use.

8. A third party delegate will be engaged for the ongoing services related to gardening and pruning of site vegetation. This delegate will be required to undertake works on a monthly basis.

9. It is the responsibility of all boarders, guests and or third party delegates responsible for the upkeep of the premises to ensure that the leasing agent is immediately made aware of any identified vermin or pests.

10. A third party delegate will be engaged for services related to the ongoing external building clean (quarterly) and graffiti removal (as required).

Security:

1. Residents must make sure that their guests are aware of, and abide by, the House Rules.

2. The leasing agent must not enter residents' rooms other than as allowed under the Act.

3. Security cameras are permitted to be installed in the common areas. This information will be stored on a central database, held for fourteen (14) days. This information will be immediately provided to NSW Police upon request.

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, to each respective level and entry to individual residents' rooms.

Door locks and keys:

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.

Room Furnishings

Rooms will be furnished with the following items:

- i Data point
- ii Mirror.
- iii Waste container.
- iv Blinds or curtains on each window for privacy.
- v Bed

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

Bathrooms will include:

- i Shower with running hot and cold running water.
- ii Washbasin with hot and cold running water.
- iii Mirror.
- iv Toilet.

Common room facilities will include:

- i Couch/s and coffee table.
- ii TV
- iii Table, chairs and BBQ
- iv Clothes drying lines

Building Services and Fire Safety Procedures:

1. In the instance of an emergency evacuation, residents shall be directed to emergency exits and the emergency assembly point.
2. Smoke Detectors are to be installed in every boarding room, the communal room and all internal common areas.
3. In the event of a fire, the fire alarm will sound. An assembly point will be designated for residents.

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.
5. All material installed in the fit-out and furnishing of the rooms shall be of a type that resists the spread of fire and limits the generation of smoke.
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*.
7. A list of emergency telephone numbers (plumbers, electricians, police, fire, ambulance) is to be provided within each boarding room.
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.
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.

Review of Plan of Management, Noise Management Procedures or House Rules:

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

5. Monitoring/Complaints

To ensure that all complaints are appropriately recorded and acted upon, a Complaint Monitoring System has been established as part of this Plan.

A copy of the Operational Plan of Management is to be made available for inspection by any person who makes a request to the leasing agent to view the document. In the case where a lodger/resident or land owner/occupier adjacent to the premises believes that they have cause to make a complaint, it may be made to the leasing agent by one of the following means:

- Telephone
- Mobile Phone
- Email
- Facsimile
- Mail

The leasing agent 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:

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

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".

A pro forma providing an example of the information required to be kept is provided at **Attachment C**.

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.

In receiving a complaint from a neighbouring resident/land owner, the leasing agent is to adhere to the following guidelines:

1. When taking a telephone call or a personal visit, ensure that you remain polite and the visitor or enquirer is given every reasonable assistance.
2. If the comment/complaint is about a problem that is actionable immediately, appropriate action is to be taken to alleviate the problem immediately.
3. 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.
4. Once all actions are completed, the matter is recorded and filed in a Central Register held by the leasing agent.
5. 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.
6. The NSW Police are to be made aware of any complaints of a criminal nature.
7. Upon the granting of consent, arrangements will be made with Penrith City Council for routine inspections (yearly) to be carried out in accord with the provisions of the Boarding House Act 2012.

6. House Rules

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. They are in no particular order of importance.

The House Rules may be amended by the leasing agent in order to resolve issues that arise due to operational matters that come from complaints, including general management changes required as part of the everyday running of the premises.

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:

Part 1 - Resident and guest behaviour:

1. 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. Any guest visitation needs to receive prior approval from the leasing agent.
2. All visitors of residents are to leave the premises by 10pm nightly and while attending the premises, must strictly adhere to the House Rules. Visitors are not permitted to make use of any available parking, motorcycle and or bicycle spaces as these are allocated for the sole use by the boarders.
3. Residents and their guests must not interfere with the reasonable peace, comfort and privacy of other residents. From 10pm, expectations of reduced noise levels are heightened. Accordingly, music, television and the like is to be lowered in volume so that it is not audible from outside the room. If a neighbouring resident/s complains that the noise is audible from their rooms, the noise generating activity is to be ceased.
4. The possession of and/or use of illegal drugs on the premises is prohibited. The possession and/or usage of illegal drugs will lead to eviction and police reporting and prosecution.
5. Residents must act in a responsible and considerate manner at all times. The consumption of alcohol in common areas is not permitted. Drunken behaviour may result in eviction.
6. The premises is Smoke-free and as such, smoking is not permitted inside the rooms or in any communal recreation or common areas and any open space of the building.
7. No parties are permitted on the premises.
8. All activities within the building (including music) are to be confined such that maintained at levels considered appropriate for a residential setting. Amplified music within the premises is only permitted between the hours of 8am and 8pm.
9. 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.
10. Residents are not permitted to walk around the premises in any state of undress and are to be respectful of other cultures.
11. 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.
12. 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. If a lodger or lodgers are found to have not complied with this house rule on more than one occasion, the Owner will require them to leave the property.

13. Residents will not be entitled to participate in Council's Resident Parking Scheme.

Part 2 - Maintenance of rooms:

1. 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.
2. 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.
3. Burning of candles/incense is not permitted.
4. In the event that any resident or their visitors causes willful damage to any area, fixture, fitting or furniture in the premises, the cost of repair or replacement will be met by that person, including any damage created in common areas.
5. Residents are responsible for the security of their money and other valuables all times and the leasing agent will not be responsible for any theft of personal property, or for any loss suffered by any resident or visitor.

Part 3 - Common areas:

1. Common areas are to be available to be shared by all residents and their guests at all times. Residents are to ensure that they and their guests leave common areas neat, clean and tidy after using them.
2. Residents are not to store personal items/goods in common areas of the site and must ensure that common areas are maintained in a clean state.
3. Any damages or required repairs to common areas must be promptly reported to the leasing agent.
4. Access to the indoor and outdoor communal areas is only permitted between the hours of 7:00am and 10:00pm.

Part 4 - Animals:

1. No animals or pets are allowed anywhere within the premises.

Attachment A Standard Occupancy Agreement

STANDARD OCCUPANCY AGREEMENT			
<i>For general boarding houses under the Boarding Houses Act 2012</i>			
Between			
Proprietor			
Resident			
For			
Room	Address		
The resident's room is: unfurnished <input type="checkbox"/> furnished <input type="checkbox"/> (if furnished, an inventory can be attached)			
Other areas of the premises which are available for use by the resident Kitchen/s <input type="checkbox"/> Bathroom/s <input type="checkbox"/> Common room <input type="checkbox"/> Laundry <input type="checkbox"/>			
Other _____			
Term of Contract			
Commencement Date	Term of agreement (if any)	Occupancy Fee	To be paid
		\$ _____ per week/month/year	
Proprietor's Contact Details			
<u>AGREEMENT TERMS</u>			
1. Condition of the Premises (refer to occupancy principle 1 – see Annexure 1)			
The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.			
2. House Rules (refer to occupancy principle 2)			
The resident agrees to comply with the House Rules of the boarding house, which are listed on the attached "Statement of House Rules." House rules may not be inconsistent with the Occupancy Principles stated in Annexure 1, and are not enforceable if they are inconsistent.			
3. No Penalties (refer to occupancy principle 3)			
The resident is not required to pay a penalty for a breach of this Occupancy Agreement or the House Rules.			
4. Quiet Enjoyment (refer to occupancy principle 4)			
The proprietor agrees to take all reasonable steps to enable the resident's quiet enjoyment of the premises.			
5. Inspections and Access (refer to occupancy principle 5)			
The proprietor may inspect boarding house common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times.			
The proprietor may only enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.			

Reason For Access	Suggested Notice Period <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement <i>(if different)</i>
In an emergency, or to carry out emergency repairs or inspections	<i>Immediate access</i>	<i>Immediate access*</i>
To clean the premises	<i>24 hours</i>	
To carry out repairs	<i>24 hours</i>	
To show the room to a prospective resident	<i>24 hours</i>	
To carry out inspections	<i>48 hours</i>	

* Immediate access is likely to be necessary in this situation for safety reasons.

6. Notice of Fee Increase (refer to occupancy principle 6)

The resident is entitled to 4 weeks written notice of any increase in the occupancy fee.

7. Utility Charges (refer to occupancy principle 7)

The proprietor may charge an additional amount for utilities if the resident is made aware of this on signing this agreement. Details of the charge, including how the charge will be calculated, are included in Annexure 2, and Annexure 2 must signed and dated by the resident and the proprietor.

Charges for utilities must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

8. Security Deposit (refer to occupancy principle 8)

A security deposit of \$_____ is payable to the proprietor, this amount being no more than the sum of two (2) weeks occupancy fee. The security deposit is payable on the day the agreement is signed or on the following day. The security deposit will be repaid to the resident within 14 after the end of this agreement, less any amount necessary to cover:

- a) the reasonable cost of repairs to the boarding house or goods that come with it, as a result of damage (other than fair wear or tear) caused by the resident and their guest;
- b) any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act 2012;
- c) the reasonable cost of cleaning any part of the premises occupied by the resident and not left reasonably clean by the resident, having regard to the condition of the premises at the commencement of the occupancy; and
- d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor.

9. Dispute Resolution (refer to occupancy principle 11)

The proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them that arise from this agreement. Either party may apply to the Consumer Trader and Tenancy Tribunal to resolve a dispute about the Occupancy Principles (see Annexure 1).

10. Written Receipts (refer to occupancy principle 12)

The proprietor agrees to provide the resident with a written receipt for all money paid to the proprietor, including money paid for occupancy fees, a security deposit and for any utility charges. The receipt should be provided within a reasonable time period after the payment is received.

11. Termination (refer to occupancy principles 9 and 10)

The resident is entitled to know why and how this Occupancy Agreement may be terminated, and how much notice will be given before termination. The resident may not be evicted without reasonable written notice from the proprietor.

This Agreement can also be terminated by the resident by written notice given to the proprietor. Agreed reasons for termination and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason for Termination by Proprietor	Suggested Notice Period <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement <i>(if different)</i>
Violence or threats of violence towards anyone living, working or visiting the premises	<i>Immediate</i>	<i>Immediate*</i>
Wilfully causing damage to the premises, or using the premises for an illegal purpose	<i>1 day</i>	
Continued and serious breach of this Agreement or the house rules, following a written warning	<i>3 days</i>	
Continued minor breach of this Agreement or the house rules, following a written warning	<i>1 week</i>	
Non-payment of the occupation fee	<i>2 weeks</i>	
Any other reason, including vacant possession required and "no grounds" termination	<i>4 weeks</i>	

***Immediate termination is likely to be necessary in this situation in order to protect other residents and employees.**

Reason for Termination by Resident	Suggested Notice Period <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement <i>(if different)</i>
Serious breach of Agreement by proprietor	<i>1 day</i>	
Minor breach of agreement by proprietor	<i>1 week</i>	
No grounds/Any other reason	<i>1 week</i>	

12. Use of the Premises

The resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other residents' rights to quiet enjoyment of the premises.

NOTE: Any term of this Agreement is not enforceable if it is inconsistent with the Occupancy Principles set out in Schedule 1 of the *Boarding Houses Act 2012*. The Occupancy Principles are attached at Annexure 1.

Signed: _____

(Proprietor)

Signed: _____

(Resident)

Date: _____

Date: _____

OPTIONAL INFORMATION

The resident may provide contact details to be used in an emergency

PERSONAL PHONE No/s: _____

EMERGENCY CONTACT PERSON

NAME: _____ RELATIONSHIP: _____

PHONE and/or ADDRESS: _____

Annexure 1

Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents of NSW boarding houses which are covered by this Act.

1. State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

2. Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

6 Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and
- (b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover

the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
- (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
- (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
- (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
- (e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause:

- security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:
- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
 - (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
 - (c) any other matter or thing prescribed by the regulations.

9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

10 Notice of eviction

(1) A resident must not be evicted without reasonable written notice.

(2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.

(3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

11 Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.

SCHEDULE OF ADDITIONAL CHARGES

ITEM	AMOUNT	WHEN DUE TO BE PAID	HOW CALCULATED

NOTE:

- This schedule is only for use if there are fees or charges in addition to the occupancy fee.
- This schedule forms part of the Occupancy Agreement when signed and dated by both parties.
- A receipt is to be provided to the resident for all payments of additional fees or charges made by the resident, within a reasonable time after the payment is received.
- Charges for utilities must comply with Occupancy Principle 7.

Signed: _____
(Proprietor)

Signed: _____
(Resident)

Date: _____

Date: _____

