

**BOARDING HOUSE PLAN OF MANAGEMENT
AND HOUSE RULES FOR 'THE Y'
613-615 PITTWATER RD & 11 MAY RD, DEE WHY**

July 2021 (1)

Preliminary

613-615 Pittwater Rd & 11 May Rd, Dee Why ('The Y') is a *registrable boarding house* under Section 5(1) of the *Boarding Houses Act* 2012. It is operated as a *general boarding house* with 75 boarding rooms (plus 5 manager's rooms) with maximum occupancy of 155 lodgers. It is not an *assisted boarding house*.

This management plan implements the *occupancy principles* for boarding houses in force under Section 30(1) of the *Boarding Houses Act* 2012, as set out in Schedule 1 of this plan.

References in this Plan to "Council" means the Northern Beaches Council.

1. Object of this Plan

1.1 A primary purpose of this Management Plan is to ensure that the amenity of neighbours is not reduced by the operation of the premises. To achieve this, the Management Plan has been drafted with the following matters in mind:

- a) to minimise disturbance to neighbours;
- b) to discourage behaviour of occupants which may cause neighbour's amenity to be reduced;
- c) to provide a procedure to receive and resolve complaints;
- d) to maintain the appearance and condition of the premises;
- e) to ensure a responsible person is readily contactable to assist in the ongoing implementation of this Management Plan;
- f) to ensure that this Management Plan is enforceable, and
- g) to make provision for this plan to be amended from time to time (with the approval of Council) in order to facilitate timely and responsive operational changes to improve residential amenity within and external to the site.

2. Responsibilities of Manager

2.1 The premises will be supervised by a Head Manager and four Assistant Managers. The Head Manager is responsible for ensuring that this Management Plan is properly implemented at all times. The Head Manager may delegate functions to the Assistant Managers but remains responsible for overall implementation of this Plan.

2.2 This Management Plan shall be displayed in the common rooms of the boarding house at all times. The Head Manager shall give occupants copy of a document called "Boarding House Rules" ("the Rules") before they move into the boarding house. The Rules include guidelines for the conduct of occupants to minimise inappropriate behaviour that might reduce the amenity of neighbours or other lodgers. The Rules may not be inconsistent with this Management Plan or the conditions of development consent.

2.3 All residents in the boarding house are to sign an Occupancy Agreement which includes a requirement to comply with the Rules. The length of occupancy shall not be less than 90 days, on the explicit understanding that accommodation is not to be provided on a temporary basis to persons on recreational pursuits.

2.4 The Head Manager is responsible for enforcing the Rules.

2.5 The Head Manager shall have discretion to remove any person from the Boarding House who fails to comply with any Rule after due warning.

2.6 The Head Manager shall maintain a register of lodgers who have been evicted from the Boarding House and shall ensure that they are prevented from entering the premises in the future.

2.7 The Head Manager shall take all reasonable steps necessary to ensure that occupants of the Boarding House do not affect the amenity of neighbours. The Head Manager may evict occupants who unreasonably affect the amenity of neighbours.

2.8 The Head Manager shall ensure that the Rules are displayed in the entrance, common rooms, corridors and bedrooms of the Boarding House.

2.9 A sign shall be maintained at each entrance to the Boarding House advising occupants to be aware and mindful of the amenity of neighbours when entering or leaving the premises and refrain from making excessive noise.

2.10 A mobile phone number for contacting the Head Manager shall be displayed on the outside wall at each entrance to the boarding house, so that it is visible from outside the boarding house.

2.11 The Head Manager shall provide a mobile phone number to immediate neighbours and to lodgers on which the Head Manager can be contacted 24 hours a day.

3. Resident Manager

3.1 As the capacity of the boarding house is more than 20 people, the Managers must reside on the premises. Five Manager's Rooms are reserved for the exclusive use of the Managers, one in each of the five buildings.

4. Residents Register

4.1 The Head Manager shall maintain a register which includes the lodger's name, previous address, identification details, room number, the tariff charged, date of commencing occupancy and date of ceasing occupancy. The register may be kept in writing and/or on computer.

4.2 The maximum number of boarders and lodgers

a) 5 of the 80 boarding rooms are single rooms legally capable of accommodating one lodger and the remaining 75 are double rooms that can accommodate up to 2 lodgers each. The premises may accommodate a maximum of 155 lodgers.

b) The occupier of premises must not allow any room or cubicle in the premises to be used for the purposes of sleeping accommodation unless the room or cubicle has a floor area of 5.5 square metres or more for each person sleeping in it (in the case of long-term sleeping accommodation) or 2 square metres or more for each person sleeping in it (in any other case).

Note: The *Public Health Regulation* 2012 provides that long-term sleeping accommodation means accommodation that is provided to the same person for a period of more than 28 consecutive days.

4.3 Eight (8) rooms have been designed and fitted out as accessible rooms. Preference in allocation of the accessible rooms shall be given to a lodger with disability. If an accessible room is already occupied by a lodger without disability when a prospective lodger with disability seeks accessible accommodation, the agreement of the current lodger shall be sought to move to another room that is (or becomes) available so that an accessible room can be allocated to the lodger with disability.

5. Boarding House Rules

5.1 The Boarding House Rules shall include the following:

Lodgers and their invitees:

- a) Will not smoke inside the Boarding House.
- b) Will not drink alcohol or play music in the communal outdoor areas of the property between 10.00pm and 10.00am.
- c) Will not use the communal outdoor areas of the Boarding House for recreation between the hours of 10.00pm and 7.00am.
- d) Will not play music or make noise inside or outside the boarding house at a level that disturbs neighbours or other lodgers.
- e) Will not operate musical instruments or sound equipment (radios, TVs, computers, tape recorders, record players, compact disc, MP3 players, computer games or the like) from 12 midnight to 8am on any Friday, Saturday or day immediately before a public holiday, or 10pm to 8am on any other day, inside a bedroom or communal area unless windows are closed or headphones are used and noise levels do not cause offensive noise to neighbours or other lodgers.
- f) May use the communal rooms at any time other than between the hours of 10pm and 6.00am, unless with the agreement of the Head Manager.
- g) Will remove their personal items and leave the communal rooms in a clean and tidy condition after each use.
- h) Will not give or lend their key to the premises to anyone who is not a current lodger of the premises.
- i) Will not be rude or offensive or create tension with other lodgers or neighbours.
- j) Will respect the right of other lodgers and neighbours to the quiet enjoyment of their premises.
- k) Will not jeopardize the safety of other lodgers or neighbours.
- l) Will not bring illegal drugs or substances onto the property.
- m) Will not bring pets onto the property.
- n) Will not use candles, incense, element heaters or other device or thing that is liable to cause a fire in their room or common areas.
- o) Will pay lodging fees by the due date.
- p) Will vacuum, clean and maintain their room in a hygienic condition.
- q) Will restore common rooms to a neat, clean and tidy condition after using them.
- r) Will turn lights and power off when not in use.
- s) Will put garbage and recyclable materials into the appropriate bin.
- t) Will safely convey bicycles in and out of the property without causing danger to other lodgers or neighbours.
- u) Will only park bicycles in the appropriate allocated parking space and not on any other common space of the property.
- v) Will let the Head Manager inspect their room at least once a month or at other times as requested, with reasonable notice.
- w) Will notify the Head Manager immediately when there is reason to believe that the behaviour or action of other lodgers may cause harm or endanger lives or may cause damage to the premises/property.

6. Safety

6.1 The Head Manager shall ensure that all fire safety requirements of the Boarding House are met at all times, including ensuring the following:

- a) Fire exit signs are in working order.
- b) Emergency access routes are clear.
- c) Smoke detectors/alarms are in good working order.
- d) Any items that are a fire hazard are removed from the premises without delay.
- e) Generally maintain the premises in a fire-safe condition.

6.2 All occupants are to be informed of the fire safety facilities and evacuation procedures for the Boarding House including the fire exits, assembly area, fire blankets, fire extinguishers and fire warning devices installed in the Boarding House.

6.3 A sign shall be displayed on the back of each boarding room door and in the common areas showing emergency contact numbers for fire, ambulance, SES & police.

6.4 The Head Manager shall securely store keys to all security doors, gates and services and shall make these available on request to essential service authorities and emergency services.

7. Cleaning & Waste Management

7.1 All common areas of the premises are to be professionally cleaned on a regular basis. Arrangements for this will at all times be the responsibility of the Head Manager.

7.2 The landscaped open space areas are to be maintained in a neat and orderly manner and in accordance with the approved Landscape Plan. This will require garden maintenance at least quarterly and replacement of any plants identified in the approved Landscape Plan that fail to thrive. Contractors shall remove garden waste at the completion of each service.

7.3 An adequate number of waste bins, including recycling bins, shall be provided to accommodate waste generated by the boarding house. ~~and a utility key provided to contractors to access the bin storage area.~~ Bins and the bin storage area must be kept in a clean, odour-free and vermin-free state at all times **with access for waste collection provided by one of the following means:**

- i. The bin storage rooms are unlocked at all times;
- ii. The boarding house onsite Manager ensures that the bin storage rooms are unlocked on collection day from 6am to 6pm; or
- iii. a time lock be fitted to the bin storage rooms to ensure rooms are unlocked on collection day from 6am to 6pm.

7.4 The Head Manager shall arrange for the removal within 48 hours of any graffiti on the exterior of the building.

8. Pets

8.1 No pets of any kind are allowed on the boarding house premises.

9. Public Complaints Resolution Procedure

9.1 The Head Manager shall maintain a Complaints Register of public (external) complaints.

9.2 This register shall comprise of forms to be completed by the Head Manager, lodgers and/or complainants. The form is to record the nature and date of any complaint and the name, address and phone number of the person making the

complaint.

9.3 The Head Manager shall respond by telephone to a written or oral complaint within 24hrs (provided that the complainant has provided a phone number).

9.4 The Head Manager shall respond in writing within 7 days to a written complaint (provided that the complainant has provided contact details).

9.5 The Head Manager shall use best endeavours to resolve complaints to the reasonable satisfaction of complainants, including arranging meeting/s with complainants to discuss proposed solutions. The Head Manager shall keep minutes of such meetings in the Complaints Register. The register is to be made available for inspection at any time by an authorised officer of the Council.

9.6 If a complaint cannot be resolved and the complainant wishes to escalate the matter, the complaint may be referred for resolution to the Community Justice Centre.

10. The requirements detailed within Schedule 2 Part 1, Clauses 2-7 under the Local Government (General) Regulation 2005

2 Notices

(1) A sign indicating the permissible maximum length of time during which a person may board or lodge in the premises must be conspicuously displayed to public view outside the premises.

(2) A schedule showing the numeral designating each bedroom and dormitory and the number of persons permitted to be accommodated in each must be conspicuously displayed on the premises.

(3) Each bedroom must be numbered in accordance with the schedule and there must be displayed clearly on the door of or in each bedroom the maximum number of persons allowed to be accommodated in the bedroom.

3 Light and ventilation

(1) Adequate light and ventilation must be maintained in the premises.

(2) All partitions forming cubicles in a dormitory must be adequately constructed and provide adequate ventilation.

4 Kitchen facilities

(1) Any kitchen facilities and utensils for the storage or preparation of food must be kept in a clean and healthy condition, in good repair, free from foul odours and, as far as practicable, free from dust, flies, insects and vermin.

(2) The floor of any kitchen must have an approved impervious surface.

5 General cleanliness

(1) All parts of the premises and all appurtenances (including furniture, fittings, bedsteads, beds and bed linen) must be kept in a clean and healthy condition, and free from vermin.

(2) Pans, receptacles or other waste storage devices must be kept covered and all waste must be deposited in appropriate pans, receptacles or other waste storage devices.

6 Furniture and fittings

Appropriate furniture and fittings must be provided and maintained in good repair.

7 Long term residences

If the place is one in which persons may board or lodge for 7 days or longer, an adequate number of beds (each provided with a mattress and pillow and an adequate supply of clean blankets or equivalent bed clothing), adequate storage space and blinds, curtains or similar devices to screen bedroom and dormitory windows for privacy must be provided for the occupants.

11. Room Inclusions

11.1 Each boarding room has private facilities (kitchenette and en-suite bathroom)

and will be fully furnished with:

- Curtains/blinds;
- Bed and mattress;
- Bedside table/s;
- Wardrobe;
- Sofa;
- TV;
- Microwave oven;
- Fridge;
- Electric oven and cooktop.

Free Wi-fi internet services will also be provided throughout the premises.

Supply of personal linen, crockery, cutlery and cookware is the responsibility of each lodger.

11.2 Lodgers are responsible for securing the above items supplied with their room and may be required to replace or make good any loss or damage beyond fair wear and tear.

12. Ride share vehicle

12.1 An allocated car share vehicle shall be available for the exclusive use of the residents/ tenants of the boarding house development during the life of the development.

Schedule 1 Occupancy principles

(as in force under Section 30 of the *Boarding Houses Act* 2012)

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.