



STATEMENT OF ENVIRONMENTAL EFFECTS

ADPATIVE REUSED OF THE EXISING BUILDINGS AS A BOARDING HOUSE

82 REGENT STREET | MOAMA

CLIENT: SOUTHERN CROSS CARE (NSW & ACT)
REF: 2491
DATE: 28 MARCH 2025

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1 EXECUTIVE SUMMARY

This Statement of Environmental Effects is to accompany a development application to Murray River Council seeking consent for the adaptive reuse of the existing buildings as a boarding house. Within the existing buildings, the proposal will create a total of 55 boarding rooms (30 rooms in House A and 25 rooms in House B), 1 caretakers' residence and 1 visitor rooms. The proposal includes a total of 31 parking spaces, common laundries and bathrooms, administration spaces and connection to external areas. The existing church on site is to be retained. The site is located at No. 82 Regent Street, Moama.

Southern Cross Care (NSW & ACT) is a not for profit organisation providing and operating homes for seniors including concessional and affordable options for those with low financial means through NSW and the ACT. The subject site was previously used as a residential Aged Care Facility, however, due to a number of operational and financial circumstances, Southern Cross Care could not continue to offer this service.

This proposal seeks to repurpose the facility to support a significant local need for affordable type accommodation for seniors and displaced people from the local area. SCC have had productive discussions with Homes NSW, a division within NSW Department of Communities and Justice, and the Manager of the Boarding House Team has inspected the site and advised they will support the issuing of Boarding Houses Licenses once the property achieves development consent for this use.

SCC will create a home environment providing an affordable housing option with relevant support services, with residents able to reside on-site following the requisite registration process with NSW Fair Trading.

The proposal has been designed by *Stanton Dahl Architects* and is detailed on the accompanying architectural drawings.

This Statement of Environmental Effects is supplemented by the following:

- Architectural Plans – Prepared by *Stanton Dahl Architects*;
- Access Report – Prepared by *Vista Access Architects*;
- BCA Report – Prepared by *Group DLA*;
- Quantity Surveyors Report – Prepared by *Northcroft*;
- Waste Management – Completed by *Southern Cross Care (NSW & ACT)*;
- Plan of Management – Prepared by *Avenue Town Planning*.

The proposal has a construction cost of \$1,590,081.

The remaining parts of this Statement of Environmental Effects evaluates the subject site and its context (Section 2), details the proposed works (Section 3) and provides an assessment of the proposed development with consideration to the relevant statutory planning framework and the impacts of the development on the natural and built environment in accordance with S.4.15 of the Environmental Planning & Assessment Act, 1979 (Section 4). This Statement concludes that the development is permitted with consent and results in a building form and use of the site that is suitable and anticipated by the permitted planning controls for a boarding house within the R2 – Low Density Residential Zone. In addition, this statement concludes that the development will have acceptable impacts on the natural and built environment and is suitable for approval.

2 SUBJECT SITE AND CONTEXT

The subject site has a primary street frontage to Regent Street and a secondary frontage to McLaren Drive. The site is known as No. 82 Regent Street, Moama, and has legal description of Lot 2 in DP 853863, Lot 2 in DP 853861 and Lot 2 in DP 853862.

Southern Cross Care (NSW & ACT) operated a former Residential Aged Care Facility (RACF) on the site, which was recently closed due to operational and funding restrictions. The existing building has low, single storey scale, is of masonry construction and comprises 6 building arms connected by common corridors and walkways. There is an existing driveway entry from Regent Street that connects to a parking area on the eastern side of the existing building.

There are several mature native trees within the site frontage and the space surrounding the building and to the rear is maintained grass land and gardens. These trees will be unimpacted by the proposal. There is a drainage easement that diagonally traverses the site.

The site is not subject to flooding during the 1 in 100 year storm event, although, is understood to be partly impacted by the Probable Maximum Flood (PMF) event, as indicated in the Section 10.7 Certificate obtained from Council. Council is presently undertaking the Echuca Moama Flood Study Report and it indicates that the site is flood impacted in the 1 in 500 year flood event, although it is expected that fair warning would be available to any occupants of the subject site for such a flood event.

The site has an irregular shape and is identified in Figure 1.

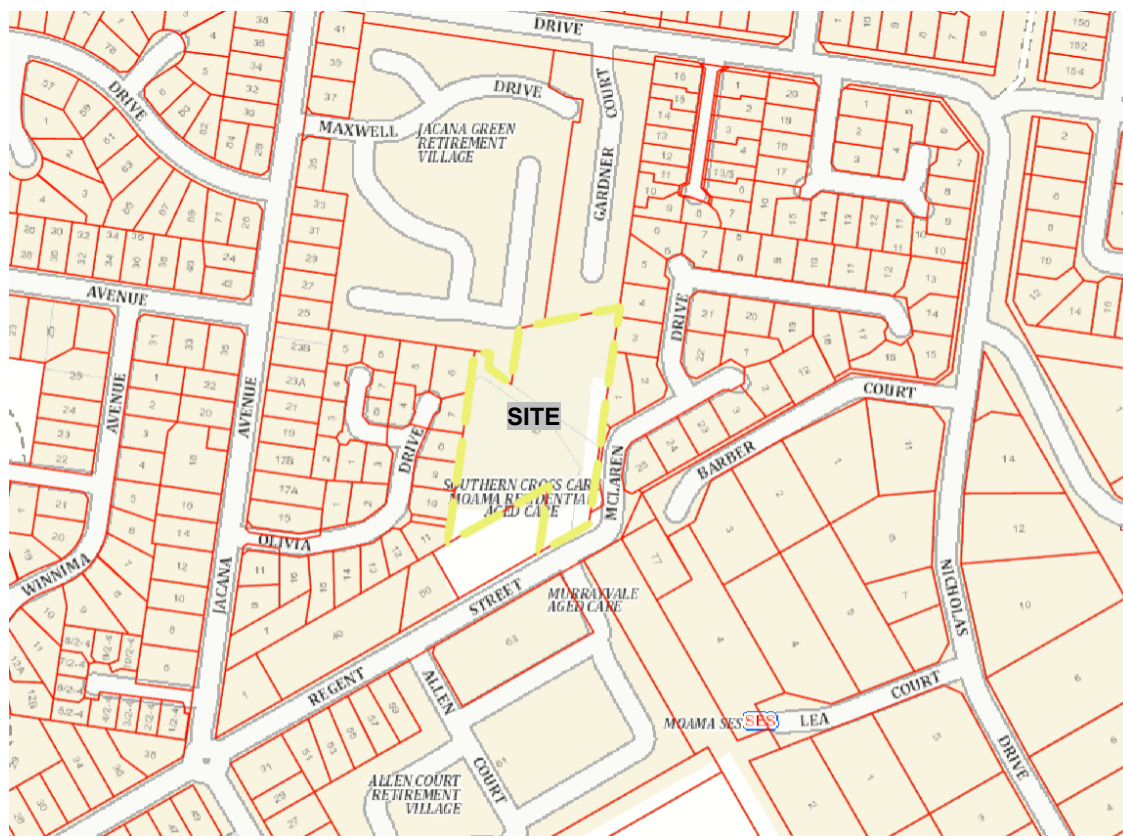


Figure 1: Site location

Photographs of the site are provided at Figures 2 to 4.



Figure 2: Site entry from Regent Street



Figure 3: Regent Street frontage



Figure 4: McLaren Drive frontage

2.1 Surrounding Properties & Streetscape

The locality displays a low-density residential character that comprises a mix of development including single dwellings, multi-dwelling housing developments, aged care and low-impact industrial uses. An aerial photograph of the site and its surrounds is provided in Figure 5.

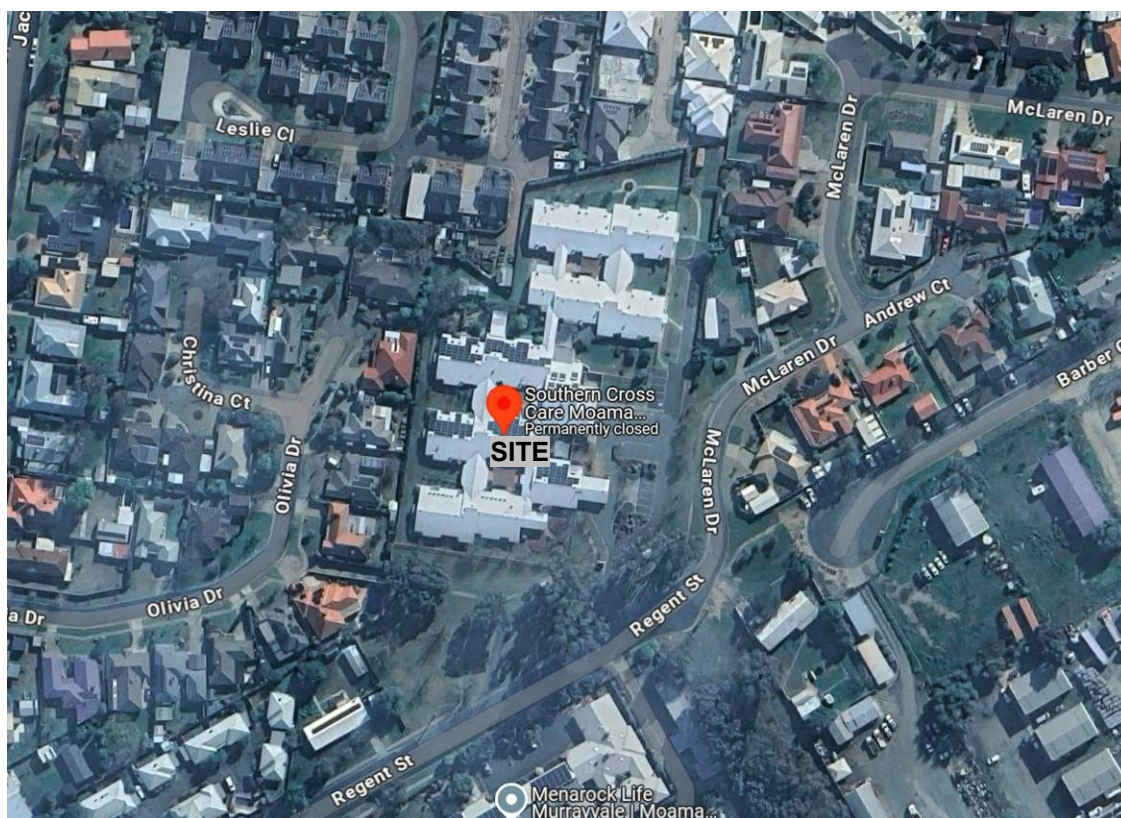


Figure 5: Aerial view of the site and its surrounds

A selection of photographs of properties surrounding the subject site are provided at Figures 6 to 9. These photographs demonstrate that, other than the existing aged care facility to the south of the site (Menarock Life Murrayvale), all surrounding development comprises single storey dwellings with landscaped street setbacks and a variety of outbuildings and ancillary structures located within backyards.

Located further to the south-east is a general industrial area which is used by a transport company.

Existing dwellings are of older and newer stock, with varying architectural appeal and streetscape presentation. There are also a number of street trees, although none of particular ecological or streetscape value.

Moama railway station and town centre is approximately 1.5km walking distance to the south-west of the site.



Figure 6: Development to the south of the site (Regent Street frontage)



Figure 7: Development to the east of the site (McLaren Drive frontage)



Figure 8: Development to the north of the site (Leslie Close frontage)



Figure 9: Development to the west of the site (Olivia Drive frontage)

3 PROPOSED DEVELOPMENT

The proposal seeks consent for the use of the site as a boarding house that contains a total of 55 beds, 1 caretakers' unit, communal spaces, ancillary site facilities and landscaping. The proposal maintains the existing building form as viewed from all street frontages and boundaries.

The proposal seeks to repurpose the existing buildings as a boarding house to support a significant local need for affordable type accommodation for seniors and displaced people from the local area. SCC have had productive discussions with Homes NSW, a division within NSW Department of Communities and Justice, and the Manager of the Boarding House Team has inspected the site and advised they will support the issuing of Boarding Houses Licenses once the property achieves development consent for this use.

SCC will create a home environment providing an affordable housing option with relevant support services, with residents able to reside on-site following the requisite registration process with NSW Fair Trading. The premises will be leased as affordable housing to tenants.

The proposal includes:

- Boarding rooms that have a minimum area of 12m² of living space and an attached bathroom ensuite. Boarding rooms have a sink and bar fridge and otherwise have access to common facilities within various locations of the building. The rooms will undergo minor internal refurbishment works including new paint and carpet, as may be required.
- Courtyard and outdoor spaces that are adjacent to boarding rooms.
- A reception area with passenger drop-off area adjacent, a series of offices, meeting rooms and staff spaces.
- An existing chapel with connected rooms and spaces for either use by the residents or for operational purposes.
- Common laundry area and various dining rooms and living rooms, and a common activity room.
- A total of 55 boarding rooms, 1 caretakers' unit and 1 visitor's room.

No external building works are proposed, other than the proposed driveway and carpark extension located between House A and House B, which is to occur over an existing grassed area.

All existing trees fronting Regent Street are proposed for retention. Several small ornamental trees are proposed for removal to accommodate the carpark extension.

3.1 Operational matters

Staff

Given that the residents anticipated at the centre will be independent and not require and specific care or nursing requirements, staff at the facility will be limited to administration/ office staff, maintenance staff and a caretaker. In total it is anticipated that between 2 and 5 staff would be on the premises at any one time.

Parking

Staff who drive to the facility will be able to park in the consolidated area within the site with sufficient parking space remaining for any resident vehicles.

Residents

- Residents will be able to reside on-site following the requisite registration process with NSW Fair Trading.
- Rooms will be leased as affordable housing to tenants.
- Residents will be required to reside on site for a minimum of 3 months.
- SCC will manage the process of resident registration on the site and will keep an occupancy list that would be available for inspection by the relevant authorities as may be required.
- Residents will be required to strictly follow the boarding house rules, as outlined in the attached Plan of Management.

Waste Disposal

Waste be stored on site within existing storage spaces and will be collected weekly by a private waste contractor.

4 STATUTORY PLANNING ASSESSMENT

Provided below is a Statutory Planning Assessment of the proposed development in accordance with the matters for consideration under Section 4.15 of the Environmental Planning & Assessment Act, 1979. This includes compliance with the relevant planning controls, impacts of the development on the natural and built environment as well as the suitability of the site and a consideration of the public interest.

4.1 Compliance with Planning Controls (Section 4.15(1)(a))

The following statutory and non-statutory planning policies apply to the assessment of this application under Section 4.15(1)(a) of the EP&A Act, 1979:

- State Environmental Planning Policy (Resilience and Hazards) 2021;
- State Environmental Planning Policy (Industry and Employment) 2021;
- State Environmental Planning Policy (Housing) 2021;
- Murray Local Environmental Plan 2011; and
- Murray Development Control Plan 2012.

4.1.1 State Environmental Planning Policy (Resilience and Hazards) 2021

On March 1, 2022 SEPP (Resilience and Hazards) 2021 replaced three former SEPPs including SEPP 55 (Remediation of Land). Chapter 4 of the SEPP applies to the State of NSW and aims to undertake remediation of contaminated land for the purpose of reducing risk of harm to human health or any other aspect of the environment. Chapters 2 (Coastal management) and 3 (Hazardous and offensive development) are not relevant to the subject site and proposed development.

Clause 4.6 of Chapter 4 stipulates that a consent authority must not consent to the carrying out of development on land unless it has considered whether land is contaminated. The site has been in residential use for decades and the proposal does not entail any subterranean excavation works. On this basis, although the site is unlikely to be contaminated, the proposed development will not expose future occupants of the site to contamination.

As such, there are no reasons to suspect that the site is contaminated and the requirements of Chapter 4 of SEPP (Resilience and Hazards) 2021 are sufficiently satisfied.

4.1.2 State Environmental Planning Policy (Biodiversity and Conservation) 2021

On March 1, 2022 SEPP (Biodiversity and Conservation) 2021 replaced 11 former SEPPs and SREPPs, including SEPP (Vegetation in non-rural areas) 2017 which applies to the subject site and proposed development.

Chapter 2 of the SEPP contains provisions from the former Vegetation SEPP relating to the clearing of native vegetation in NSW on land zoned for urban and environmental purposes. This chapter seeks to protect the biodiversity values of trees and other vegetation in non-rural areas of the state, and to preserve the amenity of non-rural areas of the State through the appropriate preservation of trees and other vegetation.

The proposal seeks to remove existing ornamental vegetation to accommodate the car park extension, but will retain existing native canopy trees fronting the street. Accordingly, the requirements of the SEPP are therefore satisfied.

4.1.3 State Environmental Planning Policy (Industry and Employment) 2021

On March 1, 2022 SEPP (Industry and Employment) 2021 replaced 2 former SEPPs, including State Environmental Planning Policy No. 64 (Advertising and Signage) which is now covered under Chapter 3 of the SEPP.

Part 3.2, Clause 3.6 of the SEPP states as follows:

3.6 Granting of consent to signage

A consent authority must not grant development consent to an application to display signage unless the consent authority is satisfied—

(a) that the signage is consistent with the objectives of this Chapter as set out in section 3.1(1)(a), and

(b) that the signage the subject of the application satisfies the assessment criteria specified in Schedule 5.

In relation to subclause (a), the SEPP contains the following relevant aims:

(a) to ensure that signage (including advertising)—

(i) is compatible with the desired amenity and visual character of an area, and

(ii) provides effective communication in suitable locations, and

(iii) is of high quality design and finish,

There is an existing sign at the entrance to the site that displays 'Moama Residential Care' and this is proposed to be retained and altered to be relevant to the proposed boarding house. In response to the above aims, the existing and proposed signage is minimal in its area and presentation and will serve only the necessary purpose of directing visitors to the main entry of the premises. The existing and proposed signage is modest in size (1.6m wide x 1.1m high), is attached and existing masonry wall fronting the site and will not be illuminated. It is of a size and design that will not have any adverse or material impact on the visual character or amenity of the area or nearby residents given the distance to neighbouring properties and minimal nature of the design. It will be finished in high quality materials to ensure longevity and will offer ease of recognition to the site's main entrance point.

The proposed building identification sign is therefore consistent with the stated SEPP aims for signage.

Provided below is a response to Schedule 5 of the SEPP, which demonstrates consistency with subclause (b) of Clause 3.6.

TABLE 3: Response to Schedule 5 of SEPP (Industry and Employment) 2021	
Requirement	Response
1. Character of the area <ul style="list-style-type: none"> Is the proposal compatible with the existing or desired future character of the area or locality in which it is proposed to be located? Is the proposal consistent with a particular theme for outdoor advertising in the area or locality? 	Refer to previous comments in response to Clause 3.6(a). Not applicable.

TABLE 3: Response to Schedule 5 of SEPP (Industry and Employment) 2021	
Requirement	Response
<p>2. Special areas</p> <ul style="list-style-type: none"> Does the proposal detract from the amenity or visual quality of any environmentally sensitive areas, heritage areas, natural or other conservation areas, open space areas, waterways, rural landscapes or residential areas? 	Refer to previous comments in response to Clause 3.6(a).
<p>3. Views and vistas</p> <ul style="list-style-type: none"> Does the proposal obscure or compromise important views? Does the proposal dominate the skyline and reduce the quality of vistas? Does the proposal respect the viewing rights of other advertisers? 	<p>No.</p> <p>No.</p> <p>No.</p>
<p>4. Streetscape, setting or landscape</p> <ul style="list-style-type: none"> Is the scale, proportion and form of the proposal appropriate for the streetscape, setting or landscape? Does the proposal contribute to the visual interest of the streetscape, setting or landscape? Does the proposal reduce clutter by rationalising and simplifying existing advertising? Does the proposal screen unsightliness? Does the proposal protrude above buildings, structures or tree canopies in the area or locality? Does the proposal require ongoing vegetation management? 	<p>Yes.</p> <p>Yes, by providing way finding.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>No.</p> <p>No.</p>
<p>5. Site and building</p> <ul style="list-style-type: none"> Is the proposal compatible with the scale, proportion and other characteristics of the site or building, or both, on which the proposed signage is to be located? Does the proposal respect important features of the site or building, or both? Does the proposal show innovation and imagination in its relationship to the site or building, or both? 	<p>Yes, see previous comments.</p> <p>Not applicable.</p> <p>The signage is sufficient and respectful to its low-density residential context.</p>
<p>6. Associated devices and logos with advertisements and advertising structures</p> <ul style="list-style-type: none"> Have any safety devices, platforms, lighting devices or logos been designed as an integral part of the signage or structure on which it is to be displayed? 	Not applicable.
<p>7. Illumination</p> <ul style="list-style-type: none"> Would illumination result in unacceptable glare? Would illumination affect safety for pedestrians, vehicles or aircraft? Would illumination detract from the amenity of any residence or other form of accommodation? 	<p>None proposed.</p> <p>As above.</p> <p>None proposed.</p> <p>None proposed.</p>

TABLE 3: Response to Schedule 5 of SEPP (Industry and Employment) 2021	
Requirement	Response
<ul style="list-style-type: none"> Can the intensity of the illumination be adjusted, if necessary? Is the illumination subject to a curfew? 	None proposed.
8. Safety <ul style="list-style-type: none"> Would the proposal reduce the safety for any public road? Would the proposal reduce the safety for pedestrians or bicyclists? Would the proposal reduce the safety for pedestrians, particularly children, by obscuring sightlines from public areas? 	No. No. No.

The requirements of the SEPP and therefore satisfied.

4.1.4 State Environmental Planning Policy (Housing) 2021

On November 26, 2021 SEPP (Housing) 2021 replaced 2 former SEPPs, including SEPP (Affordable Rental Housing) 2009.

Although the proposal is permissibility on the site under the Murray LEP 2011, the provisions of the Housing SEPP have been used to guide assessment of the proposal.

The proposed will contain boarding rooms and ancillary spaces associated with the operation of the site as a boarding house. A boarding room is defined as:

***boarding room** means a room or suite of rooms within a boarding house occupied or so constructed or adapted as to be capable of being occupied by 1 or more residents.*

Provided in Table 4 is a response to Chapter 2 of the Housing SEPP as would normally apply to a boarding house if made under the SEPP (although the proposal is seeking consent via Murray LEP 2011).

Table 4: Consideration of SEPP (Housing) 2021 provisions Chapter 2: Affordable Housing Part 2: Development for affordable housing, Division 2: Boarding houses		
Control	Proposal	Complies
23 Boarding houses permitted with consent (1) Development for the purposes of boarding houses may be carried out with consent on land on which development for the purposes of boarding houses is permitted with consent under another environmental planning instrument.	A boarding house is permitted on the site under Murray LEP 2011.	Yes
(2) Development for the purposes of a boarding house must not be carried out on land in Zone R2 Low Density Residential or an equivalent land use zone unless— (a) for land in the Eastern Harbour City, Central River City, Western Parkland City or Central Coast City—the land is within an accessible area, or (b) otherwise—all or part of the boarding house is within 800m walking distance of	Not applicable.	N/A

Table 4: Consideration of SEPP (Housing) 2021 provisions Chapter 2: Affordable Housing Part 2: Development for affordable housing, Division 2: Boarding houses		
Control	Proposal	Complies
land in Zone E1 Local Centre, Zone MU1 Mixed Use, Zone B1 Neighbourhood Centre, Zone B2 Local Centre or Zone B4 Mixed Use, or an equivalent land use zone.		
24 Non-discretionary development standards—the Act, s 4.15		
(1) The object of this section is to identify development standards for particular matters relating to development for the purposes of boarding houses that, if complied with, prevent the consent authority from requiring more onerous standards for the matters.	Noted.	Yes
(2) The following are non-discretionary development standards in relation to the carrying out of development to which this Division applies—		
(a) for development in a zone in which residential flat buildings or shop top housing are permitted—a floor space ratio that is not more than—	Residential flat buildings are permitted on the land, although no change to the existing floor area is proposed.	Yes
(i) the maximum permissible floor space ratio for residential accommodation on the land, and		
(ii) an additional 30% of the maximum permissible floor space ratio if the additional floor space is used only for the purposes of the boarding house,		
(b) if paragraph (a) does not apply—a floor space ratio that is not more than the maximum permissible floor space ratio for residential accommodation on the land,	Noted.	-
(c) for development on land in Zone R2 Low Density Residential or Zone R3 Medium Density Residential—the minimum landscaping requirements for multi dwelling housing under a relevant planning instrument,	Not applicable.	N/A
(d) for development on land in Zone R4 High Density Residential—the minimum landscaping requirements for residential flat buildings under a relevant planning instrument,	Not applicable.	N/A
(e) at least 3 hours of direct solar access provided between 9am and 3pm at mid-winter in at least 1 communal living area,	Sunlight will be available throughout the entire day to the proposed communal (activities) room.	Yes
(f) for a boarding house containing 6 boarding rooms—	Not applicable.	N/A
(i) a total of at least 30m ² of communal living area, and		
(ii) minimum dimensions of 3m for each communal living area,		
(g) for a boarding house containing more than		

Table 4: Consideration of SEPP (Housing) 2021 provisions Chapter 2: Affordable Housing Part 2: Development for affordable housing, Division 2: Boarding houses		
Control	Proposal	Complies
<p>6 boarding rooms—</p> <p>(i) a total of at least 30m² of communal living area plus at least a further 2m² for each boarding room in excess of 6 boarding rooms, and</p> <p>(ii) minimum dimensions of 3m for each communal living area,</p> <p>(h) communal open spaces—</p> <p>(i) with a total area of at least 20% of the site area, and</p> <p>(ii) each with minimum dimensions of 3m,</p> <p>(i) if a relevant planning instrument does not specify a requirement for a lower number of parking spaces—at least the following number of parking spaces—</p> <p>(i) for development on land within an accessible area—0.2 parking spaces for each boarding room,</p> <p>(ii) otherwise—0.5 parking spaces for each boarding room,</p> <p>(j) if a relevant planning instrument specifies a requirement for a lower number of parking spaces—the lower number specified in the relevant planning instrument.</p>	<p>Total required: 156m² Total proposed: 173.70m²</p> <p>Min. 3m dimension achieved.</p> <p>Greater than 20% of the site will be available as common outdoor area.</p> <p>-</p> <p>Required: 29 spaces Proposed: 31 spaces, including 1 caretaker and 1 administration staff parking.</p> <p>-</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>-</p>
<p>25 Standards for boarding houses</p> <p>(1) Development consent must not be granted under this Division unless the consent authority is satisfied that—</p> <p>(a) no boarding room will have a gross floor area, excluding an area, if any, used for the purposes of private kitchen or bathroom facilities, of more than 25m², and</p> <p>(b) no boarding room will be occupied by more than 2 adult residents, and</p> <p>(c) adequate bathroom, kitchen and laundry facilities will be available within the boarding house for the use of each resident, and</p> <p>(d) for a boarding house on land in Zone R2 Low Density Residential or an equivalent land use zone—the boarding house will not have more than 12 boarding rooms, and</p> <p>(e) for a boarding house on land in a business zone—no part of the ground floor of the boarding house that fronts a street will be used for residential purposes unless another environmental planning instrument permits the use, and</p> <p>(f) for a boarding house containing at least 6 boarding rooms—the boarding house will</p>	<p>All boarding rooms are less than 25m².</p> <p>Single resident rooms only.</p> <p>Each room is provided with a bathroom, sink, bar fridge and access to common kitchen spaces and laundries. Not applicable.</p> <p>Not applicable.</p> <p>3 common living area provided plus a chapel.</p>	<p>Yes</p> <p>Yes</p> <p>N/A</p> <p>N/A</p> <p>Yes</p>

Table 4: Consideration of SEPP (Housing) 2021 provisions Chapter 2: Affordable Housing Part 2: Development for affordable housing, Division 2: Boarding houses		
Control	Proposal	Complies
<p>have at least 1 communal living area, and</p> <p>(g) the minimum lot size for the boarding house is not less than—</p> <p>(i) for development on land in Zone R2 Low Density Residential—600m², or</p> <p>(ii) for development on other land—800m².</p> <p>(h) each boarding room has a floor area, excluding an area, if any, used for the purposes of private kitchen or bathroom facilities, of at least the following—</p> <p>(i) for a boarding room intended to be used by a single resident—12m²,</p> <p>(ii) otherwise—16m², and</p> <p>(i) the boarding house will include adequate bicycle and motorcycle parking spaces.</p>	<p>Not applicable.</p> <p>Complies.</p>	<p>N/A</p> <p>Yes</p>
<p>(2) Development consent must not be granted under this Division unless the consent authority considers whether—</p> <p>(a) the design of the boarding house will be compatible with—</p> <p>(i) the desirable elements of the character of the local area, or</p> <p>(ii) for precincts undergoing transition—the desired future character of the precinct, and</p> <p>(b) the front, side and rear setbacks for the boarding house are not less than—</p> <p>(i) for development on land in Zone R2 Low Density Residential or Zone R3 Medium Density Residential—the minimum setback requirements for multi dwelling housing under a relevant planning instrument,</p> <p>(ii) for development on land in Zone R4 High Density Residential—the minimum setback requirements for residential flat buildings under a relevant planning instrument,</p> <p>(c) if the boarding house has at least 3 storeys—the building will comply with the minimum building separation distances specified in the Apartment Design Guide.</p>	<p>Min. 12m² proposed.</p> <p>Not applicable.</p> <p>As proposed.</p> <p>The existing building is being retained such that there will be no change to the site appearance or its contribution to the local built form character.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>	<p>Yes</p> <p>N/A</p> <p>Yes</p> <p>Yes</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
<p>(3) This section does not apply to development for the purposes of minor alterations or additions to an existing boarding house.</p>	<p>Not applicable.</p>	<p>N/A</p>
<p>26 Must be used for affordable housing in perpetuity</p> <p>(1) Development consent must not be granted under this Division unless the consent authority is satisfied that from the date of the issue of the occupation certificate and continuing in perpetuity—</p>	<p>Development consent is being sought via the LEP given that a boarding house use is permissible.</p>	

Table 4: Consideration of SEPP (Housing) 2021 provisions Chapter 2: Affordable Housing Part 2: Development for affordable housing, Division 2: Boarding houses		
Control	Proposal	Complies
(a) the boarding house will be used for affordable housing, and (b) the boarding house will be managed by a registered community housing provider. (2) Subsection (1) does not apply to development carried out by or on behalf of the Aboriginal Housing Office or the Land and Housing Corporation.	As proposed. Southern Cross Care (NSW & ACT) is a registered provider of social housing, within which not-for-profit organisations and community housing providers are a part of, as defined by the SEPP.	N/A
27 Subdivision of boarding houses not permitted Development consent must not be granted for the subdivision of a boarding house.	Subdivision is not proposed.	Yes

The proposal is therefore demonstrably consistent with the SEPP requirements.

4.1.5 Murray Local Environmental Plan 2011

Under the LEP the subject site is located within the *R1 – General Residential* zone. Amongst other things *Boarding Houses* is permissible with development consent.

The objectives of the R1 – General Residential Zone are as follows:

- *To provide for the housing needs of the community.*
- *To provide for a variety of housing types and densities.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- *To avoid potential land use conflict and protect the amenity of residents.*
- *To provide for tourist and visitor accommodation in appropriate locations.*

The proposed development will provide considerable social benefit and will assist in meeting significant demand for affordable housing accommodation within the locality. The proposed development provides secure housing for registered boarding house residents, which is consistent with the first and second objectives listed above, and is consistent with the long-established residential usage of the site. In addition, the proposal respects the character of the locality through maintaining the modestly scaled building, its residential materials and landscaping, and will not give rise to any unreasonable adverse impacts on the surrounding properties, as outlined in this report.

The proposal is therefore consistent with the stated R1 zone objectives.

A review of relevant LEP maps indicates that the site does not contain a heritage item and is not located in a conservation area. Nor is the site mapped for flooding, acid sulfate soils or environmentally sensitive land.

There are no other relevant LEP provisions to be considered for the proposal.

4.1.6 Murray Development Control Plan 2012

The subject application has been assessed against the relevant provisions of Murray DCP 2012. A response to the relevant provisions of the DCP as they apply to the subject site and the proposed development are provided in Table 5.

TABLE 5: Relevant provisions of Murray DCP 2012		
Provision	Proposal	Complies
Part 2, Residential Development		
2.1 Neighbourhood character The design of residential development is to suit the existing scale, density, setbacks and character of the neighbourhood.	The proposal maintains the existing single storey building height and will therefore remain consistent with the existing character of the area, which is a low density residential area.	Yes
2.2 Streetscape <u>General</u> <ul style="list-style-type: none"> Dwellings are to 'face' the primary street frontage. The rear or service areas of a dwelling (bathrooms, laundry, etc.) shall not face the primary street frontage. Fences to street frontages are to be designed to complement the character of the area. Fences should be low (less than 1.2 metres in height) or if taller, provided with openings. Solid fences taller than 1.2 metres will fail the objective for streetscape and therefore are unlikely to be supported (see Figure 2.2). Bulk and scale should be kept in a compatible size with the existing or likely development in the residential precinct. Varying the pitch of the roof and angles of eaves and inserting parapet features is encouraged. High quality materials and finishes should be used for residential building exteriors as well as any fences constructed as part of the development. Retain existing trees in the streetscape. Retain and enhance heritage items where they make a positive contribution to the streetscape. Garages are to be designed to minimise the visual dominance on the streetscape of garage doors. 	A proportion of existing dwellings front the streets. Existing maintained. None proposed. As existing, see previous comments. As existing. Trees will be retained fronting the streets. Not applicable. Not applicable.	Yes Yes Yes Yes Yes N/A N/A
2.3 Landscaping <u>General</u> <ul style="list-style-type: none"> At least 15% of the entire lot area is to remain penetrable to water. Existing mature trees should be incorporated in the development where possible. 	Greater than 15% of the site will be available as deep soil landscaping. Mature street trees are proposed to be retained, with existing ornamental trees proposed for removal to accommodate the	Yes Yes

TABLE 5: Relevant provisions of Murray DCP 2012		
Provision	Proposal	Complies
<ul style="list-style-type: none"> Where ever possible native plant species are to be utilised in landscaping with preference given to drought tolerant species. Deciduous species of trees to be used in open space located on the northern side of living areas. 	<p>carpark extension. No new landscaping proposed or required.</p> <p>As above.</p>	<p>N/A</p> <p>Yes</p>
2.4 Private open space <u>General</u> <ul style="list-style-type: none"> Private open space (i.e. space that is not visible at ground level from a public place or adjoining property) is to be provided at the rate of 30m² per dwelling with a minimum width of 3 metres. The principal private open space area must receive a minimum of three hours direct sunlight between 9am and 3pm at the Winter Solstice. The principal private open space is to be in close proximity to the main living area of the dwelling. 	<p>Large areas of common open space are provided for the residence as commonly occurs for boarding house developments.</p> <p>As above.</p> <p>As above.</p>	<p>Yes</p> <p>N/A</p> <p>N/A</p>
2.5 Building Setbacks <u>General</u> <i>Various controls.</i>	<p>No change to existing building setbacks.</p>	<p>N/A</p>
2.6 Car Parking & Access <i>Various controls.</i>	<p>No change to existing site access and driveways. Proposed parking is consistent with the SEPP requirements, which is more appropriate to the site and proposed use compared to the DCP provisions, which relate to dwelling house development.</p>	<p>N/A</p>
2.7 Site facilities <u>General</u> <ul style="list-style-type: none"> External storage areas for each unit are to be located within the private open space. Clothes drying facilities are to be provided within the private open space of each dwelling. The mailbox design and location should be complementary to the front setback landscaping and the dwelling design. Garbage bins for each unit are to be stored within the building or private open space. If a common bin storage area is proposed, it shall be located in a screened enclosure central to the development. 	<p>Storage is provided within the facility in various locations and will be also provided as wardrobe space within the boarding rooms.</p> <p>Existing mailbox retained.</p> <p>Existing garbage storage room located within the facility is to be retained and used as existing for the boarding house. Waste will be privately collected once a week.</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>
2.8 Security <u>General</u> <ul style="list-style-type: none"> The site layout enhances personal safety and minimises the potential for fear, crime and vandalism. The design of dwellings enables residents 	<p>Caretaker's will manage the site including the residents who occupy the boarding rooms.</p> <p>Good passive surveillance</p>	<p>Yes</p>

TABLE 5: Relevant provisions of Murray DCP 2012		
Provision	Proposal	Complies
to survey streets, public areas and dwelling entries to enable surveillance of the neighbourhood to take place. <ul style="list-style-type: none"> Adequate lighting must be provided for all paths, access ways, parking areas and building entries. 	opportunities will be available within the development from residents and staff, with clear lines of sight available throughout the building and the surrounding areas, including street frontages. Site lighting will be upgraded as might be required.	
2.9 Privacy <i>Various controls.</i>	No change to existing.	Yes

Considering the above and considering the context, surrounding development and site attributes/ constraints, the proposal has been demonstrated to achieve a high level of compliance with the relevant planning controls.

4.2 Impacts on Natural & Built Environment (Section 4.15(1)(b))

Natural Environment

The proposal seeks an adaptive reuse of the existing building on the site for use as a boarding house. As a result, minimal external building works are proposed.

All existing trees fronting Regent Street are proposed for retention. Several small ornamental trees are proposed for removal to accommodate the carpark extension. The site is not identified as containing any significant natural attributes and has been disturbed/maintained over the years by the existing development throughout the overall site. In a visual sense, the existing trees on the property that contribute to landscape and residential character front the street, and will be retained.

Considering the above, the proposal will not give rise to significant impacts on the natural environment and will provide a net improvement to the natural features of the site.

Built Environment

As the proposal seeks an adaptive reuse of the existing building on the site for use as a boarding house, there will be no material change to the amenity relationship with the adjoining properties. This includes no new impacts with respect to neighbour privacy, overshadowing of view loss.

Social and Economic Impacts

The proposal seeks to provide affordable residential accommodation within the locality which is in need. This proposal seeks to repurpose the facility to support a significant local need for affordable type accommodation for seniors and displaced people from the local area. SCC have had productive discussions with Homes NSW, a division within NSW Department of Communities and Justice, and the Manager of the Boarding House Team has inspected the site and advised they will support the issuing of Boarding Houses Licenses once the property achieves development consent for this use.

SCC will create a home environment providing an affordable housing option with relevant support services, with residents able to reside on-site following the requisite registration process with NSW Fair Trading.

On this basis, the proposal will have considered social benefits within the locality.

As confirmed throughout this Statement, there is an absence of impacts on the natural or built environment and the proposal will facilitate a compatible use at the site that will meet growing demand for affordable housing in the region that is also close to services.

In addition, the proposal will create minor construction and operational related benefits to the economy.

The proposal will therefore have positive social and economic impacts.

4.3 The Suitability of the Site (Section 4.15(1)(C))

As detailed above and in the accompanying supporting documentation, the proposed development is considered to be in keeping with the objectives of the R1 zone applying to the Site. The existing building layout, being for a former RACF, is highly suited to the proposed boarding house use and requires minimal changes.

As previously identified, the site is not subject to flooding during the 1 in 100 year storm event, although, is understood to be partly impacted by the Probable Maximum Flood (PMF) event, as indicated in the Section 10.7 Certificate obtained from Council. Council is presently undertaking the Echuca Moama Flood Study Report and it indicates that the site is flood impacted in the 1 in 500 year flood event, although it is expected that fair warning would be available to any occupants of the subject site for such a flood event.

In the absence of any natural or built environmental impacts as detailed above, the development is suitable at the site.

4.4 The Public Interest (Section 4.15(1)(e))

The proposed use is permissible with development consent, is consistent with zone objectives and complies with all relevant aspects of the SEPP, LEP and DCP unless identified and appropriate justification has been provided.

Accordingly, the proposed development is in the public interest and worthy of Council's support.

5 CONCLUSION

This Statement of Environmental Effects has detailed the specifics of the site and its context and outlines the proposal to repurpose the existing buildings and site as a boarding house.

The application has been considered in accordance with the matters for consideration pursuant to Section 4.15 of the Environmental Planning and Assessment Act, 1979. The proposal is permissible with consent from Council and complies with all relevant SEPP and LEP provisions.

In addition, the proposal has been assessed with regard to the relevant planning controls applying to the site and proposed development, and it achieves a high level of compliance. The proposal will result in acceptable and compatible development that will have no significant adverse environmental impact on the locality.

As detailed in this Statement, the proposed development will not give rise to any unacceptable impacts on the natural or built environment and will maintain its existing contribution to the streetscape and local character.

The proposal will provide a clear social benefit in providing affordable accommodation that is in high demand within the region.

The proposal is suitable for the site and locality and is in the interest of the public. Accordingly, it is requested that Council determine the application favourably.

Annexure A

Plan of Management

PLAN OF MANAGEMENT

82 Regent Street, Moama

Boarding House

March 2025

1 INTRODUCTION & OBJECTIVES

This Plan of Management provides guidelines and management practices for the day to day operation of the boarding house, including the use of indoor and outdoor areas, and carparking.

This Plan has the following aims:

- a. To operate in a manner that is consistent with good management;
- b. To operate in a way that has regard to the surrounding residential neighbourhood and street;
- c. To take a proactive role in being a responsible neighbour/tenant within the surrounding residential area; and
- d. Operates in a manner so as not to disturb the surrounding residential area.

This plan of management is designed to provide Council, the operators of the premises and the adjoining residents with clear guidelines that are to be employed to ensure that the proposed operation will not result in any significant or unreasonable impacts on the surrounding properties.

Prior to occupation of any room within the building, the new resident is to become familiar and understand this Plan of Management. Once familiar, all residents are to sign a register stating they have been acquainted with the Plan and will abide by its rules and requirement. The register is to be kept with this plan.

The sections below describe the operational arrangements of the boarding house.

2 OPERATIONAL DETAILS

General Parameters for the Boarding House:

- a. 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.
- b. The premises is not to offer any alternative type of accommodation or be used for any purpose other than as a registrable boarding house.
- c. 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.

Boarding House Manager / Caretaker:

- a. The boarding house manager is to achieve the objectives set out in the Introduction of this Plan of Management.
- b. The particular responsibilities of the Boarding House Manager will include:
 - (i) Accepting and assessing applications for residence.
 - (ii) Enforcing House Rules:
 - The Boarding House Manager has the authority to evict a resident who is refusing to comply with this Plan of Management
 - Other than in exceptional circumstances (i.e. in order to protect the safety of other residents), prior to eviction, the Boarding House Manager 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 boarding house manager or nominated external contractor must ensure that all common areas are kept in a clean and tidy state.
- The common areas are to be maintained by the manager 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 manager.
- 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 boarding house manager 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 Boarding House Manager will listen to and address those. If required, the manager will liaise between boarders and surrounding residents.

e. Preparation of rooms for new residents:

- When a room becomes vacant, the Manager 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 Manager 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.

g. With the exception of an initial security deposit (see below for details), the Manager is not required to accept payments from residents. Rental payments are to be organised through electronic means and paid directly to the nominated account of the owner/operator of the Boarding House.

h. The Manager must not use illegal drugs or engage in any illegal activity.

i. The designated boarding house manager is required to be a minimum age of eighteen (18) years.

Administration

- a. Any person who is to occupy a room in the boarding house is to sign an Occupancy Agreement. The Occupancy Agreement that will be used on site is based on the Standard Occupancy Agreement for General Boarding Houses under the NSW Boarding Houses Act 2012 (attached). The owner/operator of the boarding house, or their delegate, is also required to sign the Agreement.
- b. Prior to entering into an Occupancy Agreement, the Boarding House Manager is to provide the prospective boarder/s with a copy of the Occupancy Principles within Schedule 1 of the Boarding Houses Act 2012.
- c. The Manager is to provide a copy of the House Rules to all new residents at the time that they sign an Occupancy Agreement. The Manager 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.
- d. 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.
- e. 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 Boarding House Manager is to enter the particulars of the ID (for example, the driver's license number or Passport number) in the Boarding House Accommodation Register.
- f. Prior to entering into an Occupancy Agreement, all prospective residents are to provide the Boarding House Manager with next of kin details for emergency purposes. Next of kin details are to be kept by the Boarding House Manager for the entire duration of the lodgers stay.
- g. Prior to entering into an Occupancy Agreement, the Boarding House Manager 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.
- h. Prior to entering into an Occupancy Agreement, the Boarding House Manager is to advise prospective residents of the fees. The room charge will be determined by the owner from time to time and will be a fully inclusive amount including electricity, water and other services and parking (if applicable)
- i. Upon entering into an Occupancy Agreement, the Boarding House Manager is to accept a security deposit amounting to two (2) weeks of the occupancy fees and is to provide a receipt for that amount to the new resident/s.
- j. Upon execution of an Occupancy Agreement, the Boarding House Manager is to enter the details of the new resident/s into the Boarding House Register, 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.
- k. 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:

- a. The name and 24 hour contact number of the Boarding House Manager must be displayed externally at the front of the premises.
- b. 'No Smoking' or 'Smoke Free Premises' signage is to be displayed in all common areas of the premises.
- c. The House Rules shall be displayed in the common area of the premises.
- d. Signage in prominent locations of the communal rooms will be provided outlining the restriction of persons between certain hours (addressed below).

Noise/Light Management Measures

- a. The access hours to the common rooms is to be only from 7am to 10pm.
- b. Amplified music is not to be played in either the indoor common rooms or outdoor communal areas. In the instance where amplified music is being played within the rooms, it must be done in a manner that is considerate of both residents and neighbours.
- c. External building lights will be provided in accordance with the requirements of the BCA.

General Cleanliness, Hygiene and Waste Management

- a. The Boarding House Manager 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.
- b. Pest control inspections are to be carried out on a yearly basis as a minimum.
- c. The waste and recycling bin storage area shall be kept in a clean and tidy manner. This area shall be thoroughly cleaned by the Boarding House Manager on a weekly basis.
- d. Laundry are provided within the establishment. Residents will be responsible for the cleaning of personal items and clothing.

Security

- a. Residents must make sure that their guests are aware of, and abide by, the House Rules.
- b. The manager must not enter residents' rooms other than as allowed under the Act.
- c. Security cameras are permitted to be installed in the common areas. This information will be stored on a central database, held for six (6) months. This information will be immediately provided to NSW Police upon request.
- d. 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

- a. 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 Boarding House Manager.

Room Capacities & Content

- a. There is to be no more than one (1) resident residing in any room at any one time.
- b. Rooms will be furnished with the following items:
 - Single bed
 - Robe space
 - Mirror
 - Desk (min. 900mm x 600mm) and lamp
 - Waste container
 - Blinds or curtains on windows for privacy
 - Internet connection / Wi-Fi
 - Kitchen utensils/cutlery
 - Television
 - Vacuum

Building Services and Fire Safety Procedures

- a. In the instance of an emergency evacuation, residents shall be directed to emergency exits and the emergency assembly point.
- b. Smoke Detectors are to be installed in every boarding room, the communal room and all internal common areas.
- c. In the event of a fire, the fire alarm will sound. An assembly point will be designated for residents.
- d. 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.
- e. 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.
- f. 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.
- g. A list of emergency telephone numbers (plumbers, electricians, police, fire, ambulance) is to be provided within each boarding room. A 24 hour contact number being the boarding house manager will be provided at the building entrances.
- h. 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.
- i. 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.

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 Boarding House Manager 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 Boarding House Manager by one of the following means:

- Telephone
- Email
- Facsimile
- Mail

The Boarding House Manager 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 owner/operator of the operation:

- 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".

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 Boarding House Manager is to adhere to the following guidelines:

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

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 owner/operator and/or the boarding house management 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

- a. Only the residents who have signed an Occupancy 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 Manager.
- b. All visitors of residents are to leave the premises by 10pm nightly.
- c. Residents and their guests must not interfere with the reasonable peace, comfort and privacy of other residents. From 10pm daily, 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.
- d. 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.
- e. 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.
- f. 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.
- g. No parties are permitted on the premises.
- h. 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 rooms is allowable between the hours of 7am to 8pm.
- i. 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.
- j. Residents are not permitted to walk around the premises in any state of undress and are to be respectful of other cultures.
- k. 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.
- l. 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.
- m. The access hours to the common rooms is to be only from 7am to 10pm.

Maintenance of rooms

- a. 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.
- b. 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 (a minimum of once per fortnight) to avoid an excessive accumulation of dust.
- c. Burning of candles/incense is not permitted.
- d. In the event that any resident or their visitors causes wilful 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.
- e. Residents are responsible for the security of their money and other valuables all times and the boarding house manager and owner/operator will not be responsible for any theft of personal property, or for any loss suffered by any resident or visitor.

Common areas

- a. 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.
- b. 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.
- c. The access hours to the indoor common room to be only from 7am to 10pm.
- d. Any damages or required repairs to common areas must be promptly reported to the Boarding House Manager.

Animals

No animals or pets are allowed anywhere within the premises, unless medically required.

Tariffs

All rooms within the boarding house must be connected to a centralised electricity, water and gas (if installed) service such that room tariffs must not include a separate charge for those services.

UNDERSTANDING OF THE OPERATOR

I the manager/caretaker have read and understand this Plan of Management.

Sign

Date

STANDARD OCCUPANCY AGREEMENT
For general boarding houses under the *Boarding Houses Act 2012*

Between

Proprietor	
Resident	

For

Room	Address

The resident's room is: unfurnished ☐ furnished ☐ (if furnished, an inventory can be attached)

Other areas of the premises which are available for use by the resident

Kitchen/s ☐ Bathroom/s ☐ Common room ☐ Laundry ☐

Other _____

Term of Contract

Commencement Date	Term of agreement (if any)	Occupancy Fee	To be paid
		\$ per week/month/year	

Proprietor's Contact Details	
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AGREEMENT TERMS

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	<i>Suggested Notice Period</i> <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 (or the resident's authorised representative) within 14 days after the end of this agreement, less any amount necessary to cover:

- the reasonable cost of repairs to the boarding house or goods within the boarding house, as a result of damage (other than fair wear or tear) caused by the resident or their guest;
- any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act;
- 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 that part of the premises at the commencement of the occupancy; and
- 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 through reasonable discussion and negotiation. Either party may apply to the NSW Civil and Administrative Tribunal (NCAT) 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	<i>Suggested Notice Period</i> <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 or working in 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 occupancy 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	<i>Suggested Notice Period</i> <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.

Annexure 2

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: _____