# Operational Plan of Management Incorporating the Co-Living House Rules

for a Co-Living House at

1246 Canterbury Road, Roselands NSW 2196

Prepared by - Zubyda Siddika

**Town Planner** 

# 1. The Premises

This plan of management ("Plan") relates to the Co-Living house at 1246 Canterbury Road, Roselands NSW 2196

# 2. Objectives

The objectives of this Plan are to:

- (a) ensure that the premises are managed to ensure an acceptable level of amenity and accommodation to meet the needs of both boarders, owners and neighbours;
- (b) provide operational guidelines and "house rules" with regard to use of indoor and outdoor communal areas;
- (c) ensure the appropriate level of fire safety on the premises;
- (d) make available to all relevant persons including the community and regulatory authorities ("Stakeholders") a written record of the management practices and procedures which will be applied in the management and operation of the Premises;
- (e) provide a mechanism by which the management practices and procedures can be assessed and improved on an ongoing basis to provide an acceptable outcome to all Stakeholders;
- (f) minimize and where possible eliminate antisocial behavior of boarders both within the Premises and in the vicinity of the Premises;
- (g) ensure that the operation of the Premises does not unreasonably impact upon or detract from the amenity of the surrounding residences & the neighborhood.

Where there is any conflict between the provisions of this Plan and the objectives the conflict will be resolved in a way which best gives effect to the objectives.

A copy of this Plan and the House Rules will be provided to each boarder, kept in a readily accessible place on the Premises, will be provided to all persons involved in the operation and management of the Premises and made available for inspection by any other Stakeholder upon request.

# 3. Accommodation

The Co-Living house will accommodate 17 residents in 17 rooms. Two of the rooms on the ground floor will be accessible rooms with two rooms being adaptable.

A communal living room and laundry are on the first floor, The outdoor private open space are on the first & second floor. Six car parking spaces are provided, accessed from Drapper Avenue with one accessible car parking spaces. Seven Bike & Motorcycle spaces are also provided for the residents.

Rooms will be furnished with the following items:

- One bed each with a base, a waterproof mattress and a mattress protector. Each bed will have a minimum dimension of 92mm x 188 mm to 138 x188mm
- Wardrobe
- Mirror
- Table & Chair
- A night light or other approved illumination device
- Waste Container
- A dead latch on the door
- Blinds or similar privacy device
- Phone line and Internet
- Kitchenette

Kitchenettes in rooms will include:

- A sink with running hot and cold water
- Stove top cooker and microwave
- Lockable storage cupboard for dry goods
- Bar fridge
- Bench top space
- Exhaust ventilation

Bathrooms in individual rooms will include:

- Shower with running hot and cold running water
- Washbasin with hot and cold running water
- Mirror cabinet
- Toilet

The maximum occupancy of each unit, type and outdoor space provision is set out as follows:

Room No's:	Occupancy	Туре	Size sqm	Patio/Balc./Courtyard/None
1	Single	Standard	25	none
2	Two	Standard	24	none
3	single	Standard	22	none
4	single	standard	22	none
5	Single	standard	18	none
6	Single	standard	17	none
7	Two	standard	19	none
8	Two	standard	23	none
9	two	standard	22	none
10	Single	standard	18	none
11	Two	standard	20	none
12	Two	standard	25	none
13	Two	standard	22	none
14	Two	standard	23	none

		Туре	Size	
Room No's:	Occupancy		sqm	Patio/Balc./Courtyard/None
15	Single	standard	19	Courtyard
16	Two	Accessible	25	Courtyard
17	Single	Accessible	23	none

#### Common Areas

The common outdoor area is only used between the hours of 7.00am and 10.00pm

All common areas, including corridors, the stairwell, and entrance lobby will be cleaned by a professional contractor at least once per week.

#### Common Laundry

A common laundry will provide washing machine, dryer and washing tub. Access to the laundry will be secure and available to residents only.

#### **Fire Safety**

A Fire Emergency Strategy that includes an evacuation plan, fire blanket & fire extinguisher locations will be developed and displayed in prominent locations.

All rooms will contain an evacuation plan, fire blanket and extinguisher.

Annual inspection and certification of fire safety equipment will be carried out by a fire safety specialist. A copy of the annual fire safety compliance statement shall be displayed on the notice board in the ground floor lobby.

## 4. Management

All boarders are to take responsibility for the cleanliness, fire safety and daily operation of the premises. The owners of the Co-Living house shall appoint commercial services to clean and maintain common interior and exterior spaces.

The owners of the Co-Living house will be responsible for boarder selection and administration relating to the building and its operation and maintenance.

The contact details of the owner or the owner's representative will be displayed at the front of the building. Adjoining neighbours will be given a copy of these details. This will ensure ongoing communication with adjacent property owners and boarders aimed at identifying and addressing matters of concerns.

A notice board located in the ground floor lobby will notify boarders of revisions to the House Rules, any matters of concern with neighbor's, garbage & recycling collection and scheduled maintenance.

All occupants will be given the owner's (or nominated agent's) contact details

#### Agent's responsibilities

Generally, the owner or owner's agent has the following responsibilities:

- Receiving complaints and complaint resolution.
- Recording and responding appropriately to misdemeanors and disturbances
- To ensure the garbage and recycling is collected by a commercial contract or every week.
- Scheduling maintenance.
- Enforcing the House Rules

As per SEPP's 2021 legislation of onsite manager is not required due to the limits of residents of total 25.

Specifically, the managing agent's responsibilities include:

- i) Ensuring that the maximum number of boarders residing in the Co-Living house, including the maximum number of boarders permitted to reside in each room is not exceeded.
- ii) Ensuring that there is a record of all boarder's details including name, room number, length of stay, bond, tariffs, payments and receipts.
- iii) Supplying boarders with a key to their individual room, entrance doors, security gates, accessible drying area & common areas of the building upon signing an Occupancy Agreement.
- iv) Supplying the fire brigade with a key to the security entrance door in case of emergency.
- v) Ensuring boarders have read or understood the house rules prior to signing the Occupancy Agreement and House Rules with particular emphasis on non-smoking, noise, cleanliness and fire evacuation procedures.
- vi) Ensuring that the house rules, the manager's contact phone number and emergency services phone numbers are fixed to the inside face of entry doors to all rooms, including the common living area.
- vii) Ensuring all boarders are familiar with the fire safety procedures including location of fire extinguishers, evacuation procedures and assembly areas.
- viii) Ensuring that all entry doors to rooms have an evacuation plan fixed to the inside face.
- ix) Maintaining a fire safety plan including details such as the location and number of fire extinguishers, smoke alarms, emergency lighting and records of maintenance.
- x) Ensuring fire safety inspections are undertaken annually.
- xi) Ensuring all fire safety equipment is working on a regular basis.
- xii) Ensuring the premises is kept in a clean and tidy condition including all common areas.
- xiii) Ensuring waste and recycling bins are placed on the footpath for collection and returned.
- xiv) Ensuring rubbish such as furniture and household items not able to fit within the allocated bins is removed from site by a private contractor at the boarder's expense.
- xv) Ensuring all individual rooms are provided with a waste disposal bin.
- xvi) Ensuring all waste and recyclable bins including bin storage areas are kept clean.

- xvii) Ensuring noise emanating from the premises does not unreasonably impact upon neighbours.
- xviii) Ensuring that good relations are maintained with neighbours.
- xix) Ensuring that onsite manager's contact details are provided to the boarders, owners or body corporates of neighbouring properties and to the council.
- xx) Ensuring the common outdoor area is only used between the hours of 7.00am and 10.00pm.
- xxi) Maintaining a complaints register and an incident report register.
- xxii)Ensuring furniture and fittings are maintained in good working order.
- xxiii) Ensuring rooms are cleaned prior to releasing to a new boarder and that a cleaning service is available to boarders.

## 5. Boarder Eligibility Requirements

Rental and employment history background checks will be undertaken for all potential boarders upon application (as allowable under the Co-Living Houses Act 2012). A potential boarder will need to comply with the following requirements to be eligible to sign an Occupancy Agreement:

- Persons in receipt of an income support payment from the Commonwealth Government will not be accepted as boarders. This provision excludes students attending nearby education facilities (e.g. Gymea TAFE) who may be in receipt of student support payments (e.g. Youth Allowance, AusStudy, AB Study).
- All boarders must be over the age of 18 years.
- Boarder to be made aware of required weekly rent rate.

#### 6. Rent

Rent will be set at the market rent and to be adjusted in accordance with the CPI on an annual basis.

Regardless of the above, the rent shall not rise above 30% of the Moderate Household Weekly Income Band, being between 80% and 120% of the median personal weekly income for New South Wales.

# 7. Boarder Registration

Each boarder will be required to sign an Occupancy Agreement, which complies with the Co-Living Houses Act 2012. This agreement will be explained in detail to the boarder prior to signing to ensure that each boarder fully understands their rights and responsibilities under the agreement. This will include information on termination in line with the Co-Living Houses Act 2012. Following this the boarder will be asked to sign the Occupancy Agreement to show that they agree to the terms and conditions contained within the Occupancy Agreement. A Housing Manager will also sign the Occupancy Agreement and a copy will be given to the boarder and a copy retained by the manager. The Occupancy Agreement, once signed by both parties becomes a legally binding document.

The minimum length of stay is 3 months. No more than 1 adult allowed per single room and no more than two adults allowed per double room.

# Induction Programme

As part of the boarder induction programme the manager will:

- Ensure boarders have read and understood the house rules;
- Ensure boarders are aware of preferred Occupancy Agreement length and conditions under which an Occupancy Agreement may be terminated (including a schedule of breaches and timing termination);
- Ensure boarders are aware of their responsibility to maintain a good relationship with adjoining neighbours.

## 8. House Rules

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

Any boarder failing to observe the rules in any cases of serious misconduct will be dealt with by the owner or owner's agent who may require a boarder to leave the premises. Examples of serious misconduct include, but are not limited to drug or alcohol abuse, sexual, racial or religious discrimination or harassment, theft or violence.

The House Rules, owners or owner's agent's contact details and emergency contact details will displayed within each borders room.

A copy of the House Rules is below. :

#### 1. Occupation rate

The occupation rate of each room will be in accordance with the schedule above. Any change in occupancy is to be notified to the manager.

#### 2. Smoking

Smoking is not permitted in any room or any indoor common areas.

#### 3. Alcohol

No Alcohol to be consumed on the premises.

#### 4. Illegal Substances

Illegal substances are not permitted on the premises. Any boarder found to be supplying or in possession of illegal substances will have their Occupancy Agreement terminated and the matter referred to the police.

#### 5. Noise

At all times boarders are to consider the amenity of other boarders and neighbours when participating in any activity that generates noise. Management will monitor all activities that contravene the house rules and government regulations concerning noise emission. Excessive noise or unruly behaviour will not be tolerated and may result in the termination of the boarder's Occupancy Agreement.

#### 6. Visitor Policy

No visitors are permitted on the premises after 10pm or before 7am. No keys are to be provided to visitors without the express permission of management.

#### 7. Hours of Use of Areas

To minimise noise disturbance to neighbours and residents the doors to the communal laundry and the outdoor communal area will be locked between the hours of 10pm and 7am seven days.

#### 8. Pets

No pets of any kind are permitted on the premises without the written approval of management.

#### 9. Hygiene

Individual rooms, common areas and facilities are to be kept in a clean and hygienic state at all times. Residents are to maintain their rooms in a clean and tidy manner and place their waste in the respective waste and recycling bins.

#### 10. Inspections

Rooms are to be made available for inspection upon notice from management.

#### 11. Parking

There is provision for parking 6 cars with two on streetcar parking as per AS 2890.5 Part 5, 7 motorcycles & bicycles on the site accessed from Drapper Avenue. One accessible car parking space is provided. Boarders must only park their vehicle in the place allocated to them. Access to car parking will form part of an agreement atthe registration of individual tenants in order that conflict over adhoc use of spaces is avoided. It is the responsibility of bicycle owners to secure their bicycle to the racks provided.

## 12. Theft

Management is not responsible for the theft of any belongings from the premises. Please keep your room door locked at all times to prevent theft. Should you have had articles stolen on the premises please advise management. Incidents of theft will require an incident report to be filled out and the police notified. Boarders caught stealing will have their Occupancy Agreements terminated.

#### 13. Fire precautions

No smoking is permitted in rooms.

In the case of fire follow the fire safety procedures as indicated on the fire safety evacuation plan.

Generally this procedure is as follows:

- Alert the manager if you see smoke or flame.
- If possible evacuate the building via the exit stairs.
- Remain at the assembly area until directed otherwise.
- If unable to evacuate the building stay in your room and signal your presence from a window.

#### 14. Mail

Boarders will have an allocated mail box corresponding to their room number. They will be issued with a key to access the mailbox. Keys will be the responsibility of the boarder. If a mailbox key is lost and needs to be replaced the boarder will be charged the cost of replacing the key or replacing the lock.

#### 15. Unruly Behaviour

Unruly behaviour that is likely to offend or cause nuisance to other boarders or neighbours will not be tolerated. Management reserves the right to terminate a boarder's Occupancy Agreement should the boarder not comply with the house rules.

#### 16. Balconies

Balconies and courtyards are to be kept clean and tidy at all times. The hanging of clothes, towels or any other item from balcony balustrades is not permitted.

#### 17. Accessible clothes drying area

The dryers will be located in the laundry section for the use of all boarders. Two dryers and two washing machine will be provided.

# 9. Community Liaison

In order to engage with stakeholders and continually refine operations of the facility, the owner or owner's agents will make provisions for regular contact and discussions with a community liaison officer from Sutherland Shire Council, NSW Police Local Area Command, Housing NSW local office and neighbor's as necessary.

# 10. Complaints Management

- 1) An "Incident" includes:
  - (a) any breach of this Plan; or
  - (b) any complaint by any person about the operation of the Co-Living House; or
  - (c) any event that may cause alarm or concern to residents or persons passing or in the vicinity of the Co-Living House as a result of the conduct or act of any person identifiable as a boarder or visitor of the Co-Living house at that time.
- 2) The onsite manager must maintain a "Complaints Book" recording details of any Incident that occurs including the time of the Incident, a detailed description of the Incident and any actions taken by the management of the Co-Living House in response to the Incident. All complaints must include the details of the person reporting the incident including a contact phone number so that management may follow up any complaint. The option will be given to a complainant as to whether a complaint is confidential or non-confidential.
- 3) The Complaints Book must be updated within 24 hours of any Incident. The owner/operator must review and initial and date all entries made in the Complaints Book in his absence whenever he/she is next on the Premises.
- 4) The Complaints Book must be made available to Council officers or the NSW Police for inspection upon request.
- 5) Complaints must remain in the Complaints Book for a minimum period of two years from the date of reporting.
- 6) The onsite manager shall be available at all times to deal with any Incident as to the operation and management of the premises. Any such Incident shall be dealt with as soon as possible.
- 7) If an Incident relates to noise, antisocial behaviour and or safety issues, the onsite manager must:
  - (a) take all reasonable steps to stop or reduce the source of the complaint to prevent future occurrences.
  - (b) attempt to rectify the situation immediately.

- (c) contact the individual who reported the Incident to verify that the problem has been addressed.
- (d) The outcome of any complaint investigation will be communicated to the complainant within 24 hours of that complaint.
- 8) For less urgent matters reporting back to the complainant is required within 72 hours.
- 9) The owner/operator must review the Complaints Book regularly and where appropriate any House Rules so as to eliminate the possibility of the Incident recurring or to minimise the impacts of the incident should it recur.

## 11. Amendments to Plan of Management

The Plan of Management can only be amended with the consent of Council. Amendments to the House Rules can only be made if they do not contain lesser or conflicting requirements to the Plan of Management.