#

# APPENDIX 2

PLAN OF MANAGEMENT

**13 HOUSTON RD, KENSINGTON**

SUBMITTED TO

RANDWICK COUNCIL

PREPARED BY

ABC PLANNING PTY LTD

August 2021

**PLAN OF MANAGEMENT**

**PLAN OF MANAGEMENT**

The primary purpose of this plan is to ensure the proposed boarding house for lodgers and or student accommodation maintains a high level of amenity for neighbouring properties and for all lodgers residing in the premises.

**SITE MANAGEMENT**

1. The boarding house shall operate in accordance with the terms of this Plan as well as all conditions of development consent DA No 688/2020.
2. A copy of this plan is to be retained on Council’s Development Application, Construction Certificate and Property File.
3. The boarding house shall be restricted to 15 boarding rooms and 1 communal room.
4. The boarding rooms shall comprise of **15 rooms – 11 single rooms and 4 double rooms.**
5. Maximum permanent resident occupancy shall be **19 persons**. A schedule showing the numerical designation of each bedroom and the number of persons permitted to be accommodated in each room must be conspicuously displayed on the premises.
6. Each room must be numbered in accordance with the schedule and there must be displayed clearly on the door, or in each bedroom, the maximum number of persons allowed to be accommodated in the bedroom.
7. At no time is any room to be advertised or made available for short stay accommodation such as that associated with backpacker hostels, motels, hotels or the like.

**OCCUPANT SELECTION**

1. The boarding house shall cater for persons of all socio-economic backgrounds with preference given to low-moderate income earners.

**ACCOMMODATION REGISTRATION**

1. A hard copy of this plan is to be provided to each new lodger upon arrival. Failure to adhere to this plan will result in cessation of occupation.
2. Each lodger is to be registered by the managing agent and a copy of the plan is to be signed by the lodger.
3. An accommodation register will be maintained providing details of all occupants, length of stay and payment details.
4. Each lodger is to sign an Occupancy Agreement and House Rules Agreement and the minimum term is 3 months.
5. Upon registering, each lodger will be given a welcome pack which clearly outlines the rules that are to be strictly adhered to. Any lodger found breaking these rules will be issued with a warning. An individual lodger has a maximum of three (3) warnings before their lease is terminated.

**INFORMATION FOR LODGERS**

1. Upon arrival lodgers are issued with an information sheet. This document will provide general information about the premises as well as a note that there is residential development in the vicinity and that lodgers need to take the neighbours’ interests into account when leaving and entering.
2. Upon signing the Occupancy Agreement, each lodger will be provided with a printed copy of the publication Guide to NSW Services for International Students and Factsheet 14: Boarders and Lodgers. A duplicate copy of the relevant publications will be signed by the lodger as acknowledgment that they have received the publications and is to be kept with the Occupancy Agreement held by the boarding house operator to verify that the materials has been issued.
3. The publications and factsheets will be updated at least every 12 months and where not available similar information will be provided.

**USE OF COMMUNAL AREAS**

1. No speaker or amplified music is permitted in the outdoor communal area.
2. No parties are permitted within the internal or external communal areas.
3. No more than 5 persons are permitted in the outdoor communal area at any one time.
4. The communal areas are not to be used between 9pm and 8am the following day.

**CAR SHARE/BIKE/MOTORBIKE SPACES**

1. The allocated car share, car parking, bike and motorcycle parking areas are to be utilised for those purposes only and shall not be used for storage or any other use.
2. 2 car spaces, including 1 accessible space and share zone are to be maintained at all times.
3. 8 bike spaces are to be maintained at all times.
4. 2 motorcycle spaces are to be maintained at all times.
5. Clearance to the car share, motorcycle and bike spaces as required to meet the relevant Australian Standards are to be maintained at all times.
6. The Car Share space is to be utilised in accordance with the “Agreement for Car Share Services” between Carshare Australia Pty Ltd (“Go Get”) and Golden Matilda P/L, dated 4 August 2021. A copy of this agreement is appended to this Plan of Management.

**LODGER IDENTIFICATION**

1. The managing agent will require photo ID (e.g. typically either passport or driver’s licence) prior to renting a boarding room.

**MANAGING AGENT’S RESPONSIBILITIES**

1. The managing agent shall be familiar with and aware of his or her responsibilities under such legislation as the OHS Act 2000, OHS Regulation 2001 and the Innkeepers Act.
2. The managing agent shall be available during typical business hours on weekdays (9am-5pm) and on Saturday morning (9am-midday). The mobile phone number of the managing agent must be readily available. A sign (including the name and phone number of the managing agent) which is clearly visible must be displayed adjacent to the entrance of the premises.
3. A cleaner or other professional contractor shall be engaged to be responsible for keeping all common areas in an excellent state of cleanliness.
4. The managing agent shall ensure that no lodgers are using the communal area between 9pm and 8am daily.
5. The managing agent shall advise lodgers that no parties are permitted within the internal or external communal area but will advise lodgers that celebrations for special occasions for lodgers such as birthdays, graduations, new jobs or the like can be celebrated in a sensitive manner and respectful of the neighbours and the House Rules. Such occasions shall be limited as follows:
6. to no more than 10 people indoors (10 being the number of people modelled indoors by Pulse White Noise Acoustics in section 4.2.2.1 of their Acoustic report dated December 2020); and
7. subject to rule #19 with no more than 5 people in the communal outdoor area at any time.

**OCCUPANCY/VISITORS**

1. No more than 1 adult lodger and 1 visitor shall be permitted in the single rooms and 2 adult lodgers and 1 visitor shall be permitted in the double rooms.
2. Visitors to the premises are only permitted between 9am and 9pm. Greater occupancy than those registered shall result in cessation of occupancy. Any lodger inviting visitors to the premises must accept full responsibility for them and their behaviour.

**COMPLAINTS**

1. The managing agent is responsible for recording any complaints in a complaints register which is to be available to surrounding neighbours and Council upon request. The register shall detail how and when any complaints are dealt with.
2. The managing agent will be available during business hours, being 9am to 6pm, Monday to Saturday. The managing agent is to deal with any complaints as to the operation and management of the premises. An after-hours number is to be provided, with such phone number being publicly available. There will be a register of all complaints. The register will contain –
	1. Complaint date and time
	2. Name of person/police/council making the complaint
	3. Contact details
	4. Nature of the complaint
	5. Action taken (by whom and when)
	6. Outcome and/or further action required

All complaints shall be dealt with by management within 24 hours of notification. The Complaints Register is to be made available to Police and Council upon request.

**SIGNAGE**

1. Signs are to be placed at the entrance of the building and within the foyer which provide a 24 hour phone number for neighbours and residents to call, shall there be any immediately concerning issues.
2. No smoking signs are to be erected within the outdoor communal area. A breach of this will result in the lodger being issued with a warning.
3. No alcohol signs are to be erected within the outdoor communal area. A breach of this will result in the lodger being issued with a warning.
4. Signs stating “please respect our neighbours” to be erected within the outdoor communal area and at the exit points of the building.
5. Signage with the communal area stating “no music is to be played within the outdoor communal area.”

**ONGOING MAINTENANCE**

1. A contracted gardener shall be engaged once every 3 months to maintain the health and appearance of all landscaped areas.
2. An accessible path of travel shall be maintained between the street entry and the accessible boarding rooms as well as to the common room and external courtyard.
3. Pest control by a professional contractor shall be carried out at least once a year.
4. The external presentation of the premises to maintained to a high standard with all rendered surfaces to be cleaned and painted as necessary.

**WASTE MANAGEMENT**

1. All lodgers shall be responsible for disposing their waste to the communal bin storage area and are to utilise the general waste, paper/cardboard and bottle/can recycling provisions. Separate sorting bins are to be provided within each boarding room.
2. A cleaner or other professional contractor shall be responsible for taking the bins to and from the street on collection day.
3. A floor waste and hose cock is to be provided adjacent to the garbage store area to ensure that the room is kept in a high state of cleanliness.

**HOUSE CLEANING**

1. The common areas and communal room are to be professionally cleaned by a contractor weekly. Each boarder will be responsible for cleaning their room.

**HOUSE RULES**

1. No alcohol is permitted to be consumed in the communal room or in the communal open space. No unauthorised drugs are permitted on the premises.
2. No live or amplified music is permitted in the communal open space area nor is music to be audible beyond individual rooms.
3. The common area is not to be used between 9pm and 8am the following day.
4. No glassware is permitted in the common area.
5. The premises are non-smoking. This includes within each room, within communal areas and communal open space areas.
6. The common walkways and access ways are not to be used for congregating or as communal areas

**ROOM FURNISHING**

1. All rooms are to be fully furnished and no lodger may bring their own furniture to the premises. Each room shall be provided with:

* 1. Single/Double bed including base, mattress and mattress protector
	2. Wardrobe
	3. Mirror
	4. Table and chair
	5. Suitable lighting including night light
	6. Waste receptacles including recyclables
	7. Curtains/blinds or other privacy device
	8. Kitchenette to include sink, bench, storage, bar fridge and microwave
1. No furniture or storage of any bulky household items are permitted to be stored on site.
2. The lodgers shall advise the managing agent of any broken furniture or faulty services within each room or laundry. The managing agent shall be responsible for replacement of furniture as required.
3. Each lodger shall permit the managing agent access as required to check cleanliness, condition of furniture and maintenance of services (fridge, microwave oven). The managing agent must give each lodger at least 1 days’ notice of an inspection.

**PUBLIC LIABILITY INSURANCE**

1. The owners will maintain a public liability cover of $10 million.

**ENERGY EFFICIENCY**

1. Any replacement of fixtures or appliances are to be in accordance with the energy ratings required by the approved Section J Report/Capability Statement.

**FIRE SAFETY/CERTIFICATION**

1. A copy of the annual fire safety compliance statement shall be displayed in a prominent location. Essential fire safety measures to comply with the *Environmental Planning and Assessment Regulation 2000*
2. Mattresses, curtains and furniture will be of materials that resist the spread of fire, and limit the generation of smoke and heat.
3. An evacuation plan must be clearly displayed in each room and common room. A floor plan must be permanently fixed to the inside of the door of each sleeping room to indicate the available emergency egress routes from the respective sleeping room
4. The managing agent’s contact phone number must be clearly displayed at the entrance of the premises whilst also being available in each room. Other emergency contact details (police, fire ambulance) as well as utility information (gas, electricity, plumbing) are to also be clearly visible in each room.
5. Annual certification of Fire Safety Equipment and preparation of the Form 15a is carried out by a fire safety consultant. Annual certification required of any of the equipment is overseen by the owners.

**SAFETY AND SECURITY**

1. Check in time for new lodger will be between 9am and 6pm daily with lodgers to be registered by the managing agent.
2. A swipe card will be issued to all lodgers with no additional cards to be issued to visitors.
3. Any lodger failing to observe the rules and any cases of serious misconduct will be dealt with by the managing agent who may require a lodger to leave the premises. Examples of serious misconduct include, but are not limited to, drug or alcohol abuse, sexual, racial or religious harassment, theft or violence. Lodgers are to advise the managing agent if another lodger is performing illegal acts on the property. The managing agent shall call the Police in such instance.
4. Additional safety and security measures for all residents may include but are not limited to such things as internal signage indicating the property owner or managing agent and contact number, emergency contact numbers for essential services such as fire, ambulance, police, and utilities such as gas, electricity, plumbing, installation of perimeter lighting, appropriate fencing and secure gates, and all residents to have own keys.

**OCCUPATION HEALTH AND SAFETY REQUIRMENTS**

1. The managing agent must be aware of their responsibilities under such legislation as the OHS Act 2000, OHS Regulation 2001, and the Innkeepers Act.
2. The WorkCover website lists the OHS Act and Regulations and other helpful information – visit [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au) for boarding houses NSW