



PROPOSED BOARDING HOUSE

PLAN OF MANAGEMENT

Level 1/3-5 Arncliffe Street, Wolli Creek

Prepared on behalf of Kasaf Pty Ltd T/F KASS Family Trust

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PO BOX 86
DRUMMOYNE NSW 1470
P: 0402 206 923
Email: genevieve@gsup.com.au
ABN: 96 152 879 224

Table of Contents

1.0	INTRODCTION.....	3
2.0	OBJECTIVES	3
3.0	DETAILS OF PROPOSED BOARDING HOUSE.....	3
3.1	Boarding house components	3
3.2	Potential noise sources	3
3.3	Hours of operation.....	3
3.4	Operational details	4
4.0	HOUSE RULES	4
4.1	Lodger Arrival and Departure	4
4.2	Lodger's Guests	5
4.3	Maintenance of common areas and responsibilities	5
4.4	Pest control.....	5
4.6	Fire safety and Emergency Services contacts and procedures.....	6
4.6.1	Emergency Services Access	6
4.7	Security and Access	6
4.8	Complaints	7
5.0	REVIEW OF THIS PLAN OF MANAGEMENT	7

1.0 INTRODUCTION

Genevieve Slattery Urban Planning Pty Ltd has prepared this Plan of Management on behalf of the Applicant, Kasaf Pty Ltd T/F KASS Family Trust, in relation to the boarding house proposed at Level 1/3-5 Arncliffe Street, Wolli Creek (the site). This Plan is prepared in order to satisfy the requirements of State Environmental Planning Policy (Affordable Rental Housing) 2009 and Rockdale Development Control Plan 2011.

It is intended that this Plan of Management will operate in conjunction with the By-Laws intended to be registered with the strata subdivision of the site, so as to ensure the integrated and cohesive management of the proposed building as a whole.

2.0 OBJECTIVES

This Plan of Management relates to the ongoing operation of the boarding house to be located at Level 1/3-5 Arncliffe Street, Wolli Creek. The purpose of this Plan of Management is to document the rules, processes and procedures by which the quiet enjoyment, safety, security and utility of the boarding house will be achieved and preserved for the benefit of the Proprietor, the Lodgers, the neighbours and the community as a whole. The Proprietor's objective is to operate a successful, clean, friendly and safe lodge. The Proprietor intends to achieve these outcomes by implementing this Plan of Management.

3.0 DETAILS OF PROPOSED BOARDING HOUSE

3.1 Boarding house components

The proposed boarding house contains a total of nine (9) double rooms, accommodating a total of eighteen (18) lodgers. Common open space will be located at the rear of Level 1, to be shared with the occupants of the residential dwellings located within the same building.

3.2 Potential noise sources

The communal courtyard is located in the north of the site and is bound by a landscaping.

3.3 Hours of operation

Use of the common open space is to be limited to between 7am and 10.00pm to limit any noise impacts on nearby properties.

All other common areas are located within the premises and are sufficiently away from direct interference with any neighbours so that a restriction on hours of operation is not required.

3.4 Operational details

The day to day running of the boarding house will be predominantly facilitated by the Proprietor or a Real Estate Agent, employed by the Proprietor.

The Proprietor's main role is to manage the maintenance and cleanliness of the premises together with ensuring the good behaviour and safety of the Lodgers.

The Proprietor will carry out and perform the duties detailed in this Plan of Management in accordance with the Proprietor's guidelines as detailed in the House Rules and this Plan of Management (discussed further in detail below).

Lodger numbers will be limited to those numbers approved by Rockdale City Council and the Proprietor will ensure that all double rooms will house a maximum of two adults.

The Lodgers will be responsible for collecting their mail from the letterboxes located adjacent to Arncliffe Street.

4.0 HOUSE RULES

This Plan of Management is to be read in conjunction with the House Rules. A comprehensive set of House Rules has been drafted to apply at the premises. A copy of the House Rules is attached as **Annexure C** to this management plan.

The House Rules are to be displayed at key common area locations throughout the premises for the reference of Lodgers and their guests.

The House Rules are to be enforced generally by the Proprietor.

All breaches of the House Rules are to be reported directly to the Proprietor. Any repeated or serious breaches of the House Rules are to be treated seriously and the Proprietor will decide in his or her absolute discretion whether it is appropriate that the relevant Lodger's stay be terminated.

Lodgers are able to request changes or additions to the House Rules which the Proprietor may consider.

4.1 Lodger Arrival and Departure

Each Lodger will sign the Lodging House Agreement upon commencement of their stay and will have the House Rules and terms and conditions explained to them. A pro-forma Lodging House Agreement is attached as **Annexure A**.

Each Lodger must provide his/her next of kin details in the spaces provided on the Lodging House Agreement. These details will be kept on file by the Proprietor during the Lodger's stay for emergency purposes. Each Lodger must also provide

one valid form of identification which will be photocopied and kept on file for the duration of their stay for security purposes.

Each Lodger will also sign a condition and inventory report at commencement for their allocated room. A pro-forma condition and inventory report is attached as **Annexure B**.

Lodgers will not be allowed to bring their own furniture onto the premises without the specific consent of the Proprietor. This is designed to ensure the premises are kept clean and tidy and free from obstructions. This will also ensure there are no additional waste or disposal obligations at the end of a Lodger's stay.

At the end of a Lodger's stay each room will be professionally cleaned to the extent required and prepared for next use.

4.2 Lodger's Guests

The Proprietor will discourage Lodgers from inviting guests onto the premises to assist in ensuring the quiet enjoyment of the premises and neighbouring premises is maintained. This will also assist in ensuring that any anti-social behaviour is avoided. The Proprietor intends to achieve this by employing the following measures:

- Lodgers must ensure their guests are aware of and abide by the House Rules.
- Guests are not permitted in the premises after 10.00pm Sunday to Thursday (and after 12:00am Friday to Saturday).
- A contravention of these rules will result in the termination of a Lodger's stay at the Proprietor's discretion.

4.3 Maintenance of common areas and responsibilities

All common areas will be cleaned regularly by the Proprietor to ensure cleanliness.

Lodgers will also be encouraged to clean after themselves and adequate signage will be provided in all common areas in order to assist.

Lodgers will be responsible for maintaining their own rooms. See House Rules. Upon vacation of a room a contracted cleaner will be employed to thoroughly clean the room prior to the next lodging.

4.4 Pest control

See House Rules.

The Proprietor will undertake regular pest control of the premises and will have the premises inspected for pests by a specialist contractor at least quarterly to

ensure the premises are free from pests and vermin. This will also assist in ensuring that there are no negative impacts on the surrounding neighbours.

4.5 Waste management and collection

See the Recycling and Waste Management Plan.

The Proprietor will ensure that appropriate waste management principles are adhered to by all Lodgers. The Proprietor will also ensure that the waste receptacles in all common areas are regularly emptied into the main waste bins.

It is the Proprietor's responsibility to ensure the waste bins are taken from the waste storage area and placed in the collection area on the days the waste is to be collected.

It is the Lodgers' responsibility to transfer waste from their room to the common bin store.

4.6 Fire safety and Emergency Services contacts and procedures

Together with the provision of all necessary firefighting protection and equipment, behind each door of every room will be an emergency evacuation plaque detailed with the fire exit path, closest fire exit and assembly points. This plaque will also contain the numbers of Rockdale Fire Station, 000 and Rockdale Police Station.

4.6.1 Emergency Services Access

Police, Fire and Ambulance emergency services will have access to the premises in the case of an emergency. To assist the emergency services in accessing the premises, clear signage will be installed at each of the three main entrances containing the following information:

- emergency contact numbers for the Proprietor;
- maps of the premises clearly outlining the buildings and room numbers;
- location of emergency and firefighting protection equipment; and
- paths of travel.

4.7 Security and Access

See House Rules.

All Lodgers are to ensure main entry point doors are kept locked at all time to minimise the risk of intruders gaining access to the premises. Lodgers are to ensure their rooms are locked when not occupied.

The Proprietor will also ensure that all continuous accessible paths of travel are kept clean and free from obstacles at all times.

4.8 Complaints

All complaints by Lodgers will be handled by the Proprietor in accordance with the House Rules.

The Proprietor will ensure that the adjacent premises have up to date contact details for the Proprietor. Neighbours will be able to use these contact details to contact the Proprietor to make a complaint about any anti-social behaviour or any noise issues. Contact details for the Proprietor will also be displayed at the premises' main entry points, common areas and be provided to Rockdale Police and Rockdale Council as the first point of contact for any anti-social behaviour or noise complaints.

An incident/complaints log will be maintained by the Proprietor to record the details of each complaint or incident. The Proprietor will provide a weekly report of any such complaints and the action taken to resolve them.

5.0 REVIEW OF THIS PLAN OF MANAGEMENT

As this Plan of Management aims to reduce any adverse impacts on the amenity of surrounding land uses, it will be subject to periodic reviews to address any operational issues.

The Proprietor or their representative will conduct at least two reviews per year to address any ongoing operational issues. This Plan of Management will be subject to further review should Management determine such is required following an incident or material complaint regarding the premises.

ANNEXURE A – Lodging house agreement

LODGING HOUSE AGREEMENT**Lodger****Next of Kin****Name:** [Name of Lodger]**Phone:** [Phone number of Lodger]**ID:** [e.g. driver's licence number]**Name:** [Name of next of kin]**Relationship** [E.g. mother, brother etc.]**Address:** [Address of next of kin]**Phone:** [Emergency contact number]

I am the 'Lodger' as described in the 'Details' section of this agreement. I understand and accept that I am entering into a lodging house agreement to be a lodger in the private lodging house at Level 1/3-5 Arncliffe Street, Wolli Creek NSW (**Premises**). I acknowledge and agree that the *Residential Tenancies Act 2010 (NSW)* does not apply to this agreement, my lodging or the Premises.

I have read and accepted "**House Rules**" of this private lodging house (attached as Annexure A). I have read the House Rules and I accept them as a condition of my continuing occupancy.

I acknowledge and agree to be bound by the following terms and conditions:

1. The Lodger must pay the sum of \$_____ (**Tariff**) for two weeks lodgings in advance and a deposit on the key of \$_____ (**Deposit**).
2. Further payments of \$_____ are to be paid weekly in advance (**Weekly Tariff**). This payment entitles the Lodger to accommodation for a week and the use of all facilities dedicated from time to time for use by the Lodger in the premises.
3. The Tariff is to be computed from _____ (date of first occupancy).
4. The proprietor or the proprietor's representative will retain a key of whichever room is designated to the Lodger from time to time and the proprietor or proprietor's representative reserves the right to enter such room at all times for the purposes of service, maintenance, security, emergency and the general management of the private lodging house.
5. The minimum stay is 12 weeks (**Minimum Stay Period**). If the Lodger vacates prior to the Minimum Stay Period, then the Deposit of two weeks is regarded as part of the Weekly Tariff and is not refundable and immediately forfeited to the proprietor.
6. The proprietor or the proprietor's representative may terminate this agreement if it determines (in its absolute discretion) that there is a serious and/or repeated breach of the House Rules.
7. If there is no breach, this agreement may be terminated by either party by giving two weeks' notice in writing after the twelve week period of occupancy.
8. The proprietor may amend these terms and conditions and the House Rules at any time by notice in writing to the Lodger.

Executed as an agreement by:

Lodger

Proprietor/Proprietor's Representative

Name: Date:

Name: Date:

ANNEXURE B – Condition reports and inventories

CONDITION REPORT AND INVENTORY

Condition of room	Tick if clean and god order	Comments
Walls/ceiling		
Doors/windows		
Lights/power points		
Floor coverings		
Blinds/curtains		
Other		

Condition of bathroom/ensuite/kitchen (if applicable)	Tick if clean and god order	Comments
Walls/ceiling		
Doors/windows		
Lights/power points		
Floor coverings		
Mirror/cabinet/basin		
Toilet		
Kitchen appliances		
Other		

Signed by:

Lodger

Proprietor/Proprietor's Representative

Name: _____

Name: _____

Date: _____

Date: _____

INVENTORY OF FURNISHINGS/FURNITURE

Furnishing/fitting	Details of furnishing	Condition
Bed	Double/single	
Bedspread/bed linen/other		
Side light		
Bedside table/drawers		
Chest of drawers		
Cupboard		
Bookshelf		
Coffee table		
Lounge/chair		
Refrigerator		
Microwave		
Rug		
Heater		
Other		

ANY CHANGES MUST BE SIGNED & NOTED BY MANAGER/OWNER**Signed by:**_____
Lodger_____
Proprietor/Proprietor's Representative**Name:** _____**Name:** _____**Date:** _____**Date:** _____

ANNEXURE C – House rules

HOUSE RULES

Lodger's and Guest's behaviour

1. Lodgers are permitted to have only 1 invited guest on the premises at any given time.
2. Lodgers and their guests must not interfere with the reasonable peace, comfort and privacy of other Lodgers.
3. Lodgers must ensure their guests are aware of and abide by the House Rules.
4. Guests are not permitted in the premises after 10.00pm Sunday to Thursday (and after 12:00am Friday to Saturday).
5. Lodgers must ensure their guests leave the premises immediately if so requested by the proprietor or the proprietor's representative.
6. Any failures to comply will result in immediate lodgement termination.
7. Lodgers and guests must abide by the directions of the proprietor or proprietor's representative at all times.

Rubbish

8. Rubbish is not to be stored in rooms.
9. All rubbish must be wrapped or tied and placed in the rubbish bins provided.
10. Lodgers are responsible for ensuring their waste is transported to the waste storage area daily.

Common areas

11. Common areas are areas shared by different Lodgers. They may include a living room, bathroom, kitchen, hallway or yard.
12. The Proprietor will take reasonable steps to make sure the common areas and the facilities in them are kept safe, clean and in good repair.
13. The Lodgers must make sure they and their guests leave common areas neat, clean and tidy after using them.
14. Before 7am and after 10.00pm Lodgers are:
 - a. not permitted to use the courtyard; and
 - b. not to loiter in any common areas (this includes lingering aimlessly in any areas or hallways or using any common areas for purposes for which they are not intended (see below)).
15. Common areas are to be used for their intended purposes only. For example, kitchens are to be used for the preparation and consumption of meals only where suitable facilities have been provided. Sitting areas are to be used for the quiet enjoyment of any facilities provided (e.g. televisions or internet access). Hallways and corridors are not to be obstructed.

Room maintenance

16. Lodgers must maintain their rooms in a way that does not interfere with the reasonable comfort of other Lodgers, and in a way that does not create a fire or health hazard.
17. Lodgers must not intentionally or recklessly damage or destroy any part of their rooms or a facility in their rooms.
18. Lodgers must sign a room inventory inspection report prior to commencement of occupancy acknowledging the quantum and condition of all furniture and fittings.
19. All furniture and fittings must be left in the same condition as at commencement of occupancy except for fair wear and tear.
20. Lodgers will be liable for any theft, damage or destruction of any room furniture or fittings.
21. If a room has an ensuite or kitchen the Lodger is responsible for keeping that ensuite clean and tidy.
22. The Proprietor may provide a weekly linen service at the additional expense of the Lodger.
23. Any repairs or maintenance required must be reported immediately.
24. Lodgers must not bring their own furniture onto the premises without the prior consent of the Lodge Manager.

Security, door locks and keys

25. Lodgers must not tamper with or change a door lock in the premises.
26. Each Lodger will be liable for the costs of replacing lost or stolen keys and any changes to locks required as a result.
27. Lodgers must not make copies of any keys at any time.
28. Lodgers must keep all doors and windows locked when not in their room.
29. All doors and windows and common areas (including main entry doors) must be kept locked at all times.

Use of facilities

30. Lodgers must tidy and wipe down common kitchens and bathrooms immediately after use.
31. Lodgers must ensure all electrical appliances are turned off from the power point when leaving the room.
32. Lodgers must be considerate to other Lodgers and promptly collect their clothes from the laundry and clothes lines.
33. Any food kept in a refrigerator or cupboard of a common kitchen must be clearly labelled otherwise it will be treated as rubbish by the Lodge Managers and disposed of. Lodgers must ensure expired foods are disposed of as soon as possible.
34. Lodgers must exhibit common hygiene practices in and around common kitchen areas including covering of foods before storage.

Animals

35. Lodgers must not keep an animal on the premises without the prior written permission of the proprietor or proprietor's representative.

Storage

36. Lodgers must not store any personal items outside their dedicated room.
37. All bicycles or similar equipment must be stored in the racks provided.
38. Any such items are stored at the Lodger's sole risk.
39. The Lodge Manager reserves the right to dispose of any items left in any common areas.

Drug, alcohol and smoking

40. The premises are strictly drug free. Drugs and drug use will not be tolerated on the premises.
41. Any Lodger suspected or caught using drugs will be immediately evicted, have their lodgement terminated and referred to the police.
42. Alcohol must not be consumed in any common areas. Any Lodger suspected of alcohol abuse will have their lodgement immediately terminated.
43. Smoking is strictly prohibited inside the premises at all times.
44. If a Lodger wishes to smoke they must do so in the courtyard. Cigarette butts must be placed in the bins provided.

Noise

45. Lodgers and their guests are to consider their neighbours at all times.
46. Use of common areas before 7am and after 10.00pm is discouraged with a view to minimise noise. For example any meals prepared after 10.00pm must be consumed within a Lodger's room. Lodgers must adhere to any requests given by the Lodge Manager to do so.
47. Music must not be played at a level where it can be heard in the room of another Lodger or in the common areas.
48. Lodgers and guests must not make any unnecessary noise and may be asked to leave at any time by the Lodge Manager.
49. Parties and other large gatherings are strictly prohibited by management.

Dispute resolution

50. All complaints and grievances must be submitted to the Proprietor.
51. Lodgers must not take matters into their own hands.

Payment of board

52. Lodgers must pay all fees and expenses for board weekly in advance.

53. If a Lodger has not paid all moneys due within 7 days the proprietor may terminate the lodgement. The Lodger forfeits any deposit then held by the Proprietor.

Pest control

54. The Proprietor will carry out regular pest control of the premises.
55. Lodgers will be held fully responsible if they are suspected of bringing vermin or pest (including bed bugs) into the premises. If bed bugs originate in a Lodger's room the Proprietor will engage a pest specialist to carry out all necessary works to exterminate the pests at that Lodger's expense.
56. The Proprietor reserves the right to immediately terminate a Lodger's lodgement if it suspects the Lodger of carrying vermin, bugs or pests.

Vacation

57. Vacation of the premises upon departure (including by termination) must be by 12.00pm.
58. Upon the vacation of a room, the Proprietor will engage a contract cleaner at the Lodger's expense to clean the room, if the room has been left in an unacceptable condition as per the House Rules.

Changes to the House Rules

59. The Proprietor may amend the House Rules at any time in writing.
60. If a Lodger wishes to amend the House Rules a formal request in writing must be made to the proprietor.

EMERGENCY NUMBERS:
All emergencies: 000
St George Police: 8566 7499
Arncliffe Fire: 9597 4130

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