



Ph: (02) 9986 3362 Fax: (02) 9986 3364

Suite 1, 9 Narabang Way, Belrose 2089

PO Box 716 Turramurra 2074

Email: james@jameslovell.com.au

Web: www.jameslovell.com.au

12 April 2022

The General Manager  
Ku-ring-gai Council  
Locked Bag 1006  
GORDON NSW 2072  
Attention: Luke Donovan

Dear Luke,

**DEVELOPMENT APPLICATION No. 0145/2015**  
**2 – 8 PYMBLE AVENUE, PYMBLE**

**Introduction**

I write on behalf of the Applicant in response to your recent enquiry regarding the number of rental apartments within the complex currently managed by the *Harvie Group* (the intended occupant of the tenancy).

As you are aware, the Application seeks to amend the approved development pursuant to Section 4.56 of the *Environmental Planning and Assessment Act 1979*. The proposed amendment seeks to change the use of the non-residential tenancy from a “*neighbourhood shop*” to a rental management office.

The Applicant has previously advised that the tenancy will be used as follows:

- the primary rental and sales office for the development;
- a real estate agency that is responsible for the rental and sale of properties in the building will occupy the office space for that purpose (and any other office use by the real estate agent is only minor);
- the building manager will be based in this office when they are on site;
- the strata manager(s) will work generally from this office if they are on site; and
- strata annual general meetings and extraordinary general meetings will be run from these offices as required.

Further, the Applicant has already indicated that it would embrace a Condition of Consent limiting the rental management office to serving the subject site only, and proffered a possible Condition as follows:

*The rental management office is only to service the rent and sales of the residential apartments within the building(s) on the site, accommodate the building manager and strata manager for the building(s) and host any meetings of the Body Corporate.*

The *Harvie Group* have advised that they are responsible for the substantial majority of the apartment sales within the complex, and currently manage approximately 20 – 35% of the rental properties.

In addition, as the apartments now become 1 – 2 years old, it is a standard progression to see more of the apartments become investments (and available for lease) as people move around or purchase differently.

The management services associated with the rental properties include attending open inspections, detailing inclusions and services, receiving and assessing rental applications, and preparing ingoing and outgoing maintenance reports.

Further, the *Harvie Group* also offers related services (for both rental and owner occupied apartments) including coordinating the logistics of ingoing and outgoing removals, arranging for the lifts to be padded up, notifying the strata manager of ingoing and outgoing movements, maintaining resident details, and being on-site to manage access for trades people, cleaners and maintenance/repair staff.

The *Harvie Group* refers owner/tenant defect lists, provides recommendations for correction, liaises with the builder to schedule and follow up maintenance and repairs, manages trades people to attend to building defects, and attends to defect inspections for purchasers and landlords.

The *Harvie Group* manages daily personal matters for residents and landlords including holding and managing mail and items for delivery and collections, parcels, pet grooming and walking, and incidental personal matters as the need arises.

Further, the *Harvie Group* hold and securely manage resident's keys, assist with services or delivery of items, property, pet and plant checks if residents are away for an extended period, and provide parking assistance and car space and storage cage management as the need arises.

## **Summary**

I would take this opportunity to remind Council of findings of Preston JC in *Jonah Pty Limited v Pittwater Council* [2006] NSWLEC 99 as follows:

*Hence, in undertaking the merit determination of whether to grant or modify a development consent, it is irrelevant to enquire as to who is the current owner/operator, or who might be the future owner/operator, or whether the present owner/operator has in the past acted or used the land unlawfully, or whether the future owner/operator is likely in the future to act or carry out any approved use unlawfully.*

In the circumstances, the Application must be determined on the assumption that the Applicant will comply with the requirements of any consent, and the Council cannot assume the Applicant will act unlawfully.

In this instance, the Applicant has explained and detailed the nature of the proposed use and also proffered a possible Condition to ensure the use remains lawful. The Application must be determined on the assumption that such a Condition will be complied with at all times.

I trust this submission is satisfactory for your purposes, and should you require any further information or clarification please do not hesitate to contact the writer.

Yours Sincerely,



James Lovell  
Director  
James Lovell and Associates Pty Ltd