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**LINK WENTWORTH HOUSING LTD**

**MANAGEMENT PLAN**

**FOR**

**NEW GENERATION BOARDING HOUSE  
& SENIORS LIVING UNITS**

**AT**

**2-4 LAKESIDE CRESCENT NORTH MANLY**

**13 JULY 2023**

**Chatswood**

**Katoomba**

**Lithgow**

**Penrith**

**West Ryde**

**Windsor**



## 1 Link Wentworth Housing Ltd

Link Wentworth, a Tier 1 Registered Community Housing Provider and one of the largest Community Housing Providers in Australia, provides social, affordable, and transitional housing, specialist disability housing for people living with a disability, and a range of financial assistance packages to support eligible people to more readily access housing in the private rental market.

Link Wentworth is responsible for the tenancy and asset management of almost 6,000 properties that it manages across the Sydney metropolitan basin and Blue Mountains.

Link Wentworth's tenancy management is designed to deliver supportive tenancy practices and, with a staff to tenant ratio of 1 to 200, housing management staff are able to ensure that tenancies are sustained. Evidence of the success of this approach is the fact that Link Wentworth has one of the lowest eviction rates amongst community housing providers in NSW.

The Housing Management Team based in our Chatswood office is highly experienced and knowledgeable and will be responsible for the management of the Queenscliff North Manly Boarding House.

This Plan of Management will continue to apply to the site in the event of an alternate Community Housing Provider or Government Entity operating the ground floor Boarding House. A positive covenant to this effect is to be registered on the Titles of all premises as a condition of the Development Consent for DA 2023/1914.

## 2 Proposed Accommodation

Link Wentworth proposes a new generation boarding house consisting of twelve (12) boarding rooms to accommodate a maximum of nineteen (19) occupants, as per the occupancy schedule. The Boarding House will be on the Ground Floor of the building, with two levels of units for seniors above (12 units on first floor; 13 units on second floor). The Ground Floor is to be owned and operated by Link Wentworth or alternatively, a registered Community Housing Provider or Government Entity at all times in accordance with the conditions of the Development Consent granted for DA 2023/1914.

Additionally, Link Wentworth operates an integrated IT system (Kypera) that has comprehensive facilities for 'flagging' individual dwellings with operational warnings, WHS matters for consideration and in this case advisory notes to Housing Managers about the maximum number of occupants applicable to individually nominated dwellings for inclusion into new leases. An equivalent system shall be established by an alternate registered Community Housing Provider or Government Entity should Link Wentworth cease to manage the premises.

### 2.1 Boarding House occupancy schedule

Units	Unit No.	No. of occupants
1	Unit G.01	2 occupants
2	Unit G.02	2 occupants



3	Unit G.03	1 occupant
4	Unit G.04	2 occupants
5	Unit G.05	2 occupants
6	Unit G.06	2 occupants
7	Unit G.07	2 occupants
8	Unit G.08	1 occupant
9	Unit G.09	1 occupant
10	Unit G.10	2 occupants
11	Unit G.11	1 occupant
12	Unit G.12	1 occupant
<b>Maximum No.</b>		<b>19 occupants</b>

## 2.2 Seniors Living Units

A maximum of 25 independent living units are located on the first and second floor.

# 3 Management Plan

## 3.1 Preliminary

The Queenscliff North Manly Boarding House is a *registrable boarding house* under Section 5(1) of the *Boarding Houses Act 2012*, being operated as a *general boarding house* containing 12 boarding units on the ground floor with a maximum occupancy of nineteen (19) lodgers. In accordance with Section 9 of that Act, the boarding house is required to be registered by NSW Fair Trading. The premises must also be registered with Northern Beaches Council.

The premises provide lodgings only. Each boarding room includes a kitchenette, and residents are responsible for their own meals which may be prepared in their own room. Residents are responsible for washing of clothes and bed linen. This management plan implements the relevant *occupancy principles* for boarding houses in force under Section 30(1) of the *Boarding Houses Act 2012*. The occupancy principles in force at the time this management plan was prepared are set out in Schedule 1.

The 1st (12 units) and 2nd-floor (13 units) dwellings are comprised of senior independent living units (>55 years of age) for older people who are able to continue to live independently and 'age in place.' They are not subject to the provisions of the *Boarding Houses Act 2012*.



### 3.2 Object of this Plan

A primary purpose of this Management Plan is to ensure that neighbor's amenity is not reduced by the operation of the premises as a Boarding House. To achieve this, the Management Plan has been drafted with the following matters in mind:

- a. to minimise disturbance to neighbours,
- b. to provide a procedure to receive and resolve complaints,
- c. to maintain the internal and external appearance of the premises,
- d. to ensure a responsible person is readily contactable to assist in the ongoing implementation of this Management Plan;
- e. to ensure the implementation of the Flood Emergency Response Plan (FERP - see Appendix 1) including the:
  - a. communication and management of flood risks
  - b. implementation of shelter in place during a flood event
  - c. provide evacuation procedures in the event of a tsunami; and
- f. to ensure that this Management Plan is enforceable.

### 3.3 Primary Person Responsible

The premises will be managed by Link Wentworth Housing Ltd. References in this Management Plan to 'Manager' means the responsible officer of Link Wentworth Housing Ltd, Housing Team Leader, Housing (Chatswood Office). A dedicated Housing Manager will be responsible for tenancy management of the property and will report to the Team Leader. Additionally, the Housing Team Leader will ensure that the Housing Manager (Manager) has identified and nominated two Flood Wardens who reside within the building and ensure compliance with their annual training and ongoing responsibilities in the implementation of the FERP for all building tenants including the senior independent living units on the 1st and 2nd-floor in coordination with Link Wentworth's housing team.

This Management Plan shall be displayed in a common area of the boarding house at all times. The Manager shall give occupants a copy of a document called "Boarding House Rules" ("the Rules") before they move into the boarding house. The Rules include guidelines for the conduct of occupants to minimise inappropriate behaviour that might reduce the amenity of neighbours or other lodgers. The Rules may not be inconsistent with this Management Plan or the conditions of development consent.

At the time of signing new residents, the Manager will ensure that all residents understand their rights and responsibilities under the *Boarding House Act 2012* and provided a copy of the Link Wentworth Tenants Handbook.

All residents in the boarding house are to sign an Occupancy Agreement which includes a requirement to comply with the Rules. The Manager is responsible for enforcing the Rules.

The Manager shall have discretion to remove any person from the Boarding House who fails to comply with any Rule after due warning. The owner must (if requested to do so) assist the Manager to the extent necessary to give effect to this provision.

The Manager shall maintain a register of occupants who have been evicted from the Boarding House and shall ensure that those people are prevented from entering the premises in the future.

The Manager shall take all reasonable steps necessary to ensure that occupants of the Boarding House do not affect the amenity of neighbours. The Manager may evict occupants who unreasonably affect the amenity of



neighbours. The owner must (if requested to do so) assist the Manager to the extent necessary to give effect to this provision.

The Manager shall ensure that the Rules are displayed in the entrance, common rooms, corridors and bedrooms of the Boarding House.

A sign shall be maintained at the entrance to the Boarding House advising occupants to be aware and mindful of the amenity of neighbours when entering or leaving the premises.

A phone number for contacting the Manager shall be displayed on the outside wall at the entrance to the boarding house, so that it is visible from outside the boarding house.

The Manager shall provide a phone number to immediate neighbours and to lodgers on which the Manager can be contacted 24 hours a day.

### **3.4 Flood Wardens Responsibilities**

The Ground Floor Flood Wardens are responsible for all flood related communications within the Building. All Boarding House and Seniors living units residents are required to follow all instructions of the Ground Floor Flood Wardens and participate in regular flood drills to ensure familiarity with the shelter in place or evacuation plans.

The role of the Flood Warden will be responsible for communication, and coordination of all tenants onsite in the event of a flood. The Flood Wardens will be required to help all residents and their local community in times of flood, and their responsibilities would include:

- Communicate with all residents in the event of a flood the actions to be undertaken in the event of a flood. This will require appropriate shelter in place procedures, and communication with residents to not return home in the event of a flood event.
- Maintain a register of all residents in the event of a flood.
- assisting with reviews and maintenance of the FERP with Link Wentworth Management, relevant Environment Agencies, and council.
- monitoring the condition of local drains, culverts, brooks, and other watercourses and report any defects or blockages to the appropriate agency.
- distributing flood related information to residents and local community.
- requiring all residents to sign up for the Environment Agency free flood warning service, Floodline Warnings Direct (FWD) where available.
- Communicate all flood warnings when they are issued by the relevant authority.
- Visiting residents at risk to ensure that warnings have been received.  
Calling for assistance on behalf of people who are struggling to carry out essential actions to safeguard themselves or their property. Having local knowledge and information on the latest flood situation (the Environment Agency will help with this).
- Liaising with the Bureau of Meteorology, Council and Emergency Services on local conditions and needs on the ground.
- Noting and reporting local flood event details; and where possible, set up local patrols to monitor the situation.
- Undertake annual training facilitated and documented by the Manager.
- Review and restock and document the review of the Shelter in Place Community Room in readiness for a flood on a 6 monthly basis.

**For further details see Appendix 1 – Flood Emergency Response Plan**



### **3.5 Key components of Tenancy Management**

The primary purpose of tenancy management is to ensure the following:

- a) Safety and security of our residents,
- b) WHS risks are assessed and mitigated,
- c) Assessment of tenants' well-being,
- d) Organisation of support services for tenants,
- e) Evacuation plans and procedures are clear,
- f) Flood Emergency Response Plan is activated and managed,
- g) Payment of rent and water rates,
- h) Management of tenant and/or or tenant and neighbour conflict, and
- i) Management of requests for modifications to the property.

### **3.6 Key components of Asset Management**

The primary purpose of asset management is to ensure the following:

- a) Cyclical, responsive, and planned maintenance,
- b) Cyclical maintenance of lawns and grounds, common area cleaning and annual fire and flood safety inspections,
- c) Responsive repairs and maintenance are undertaken in accordance with the Residential Tenancies Act 2010 (NSW) and the Boarding House Act 2102 (NSW) which ensure tenants' safety; and
- d) Undertake regular property assessment surveys to inform the planned maintenance program to ensure the property is well-maintained.

Link Wentworth's integrated IT system (Kypera) has comprehensive facilities for planned and cyclical maintenance and these modules can be linked to responsive repairs to enable updating of scenarios and costs. A complete record of asset components is stored digitally, and can be added to, or modified for efficient management.

In addition, Kypera provides users a full history of all associated works, including call logs and work orders, both raised and planned. All data is accessible in one system enabling the user to deliver an efficient level of service to the customer that reduces the occurrence of duplication due to misinformation e.g., the user can review and assess the entire repair history before launching a new activity.

In addition to tenancy and asset management, Link Wentworth can provide opportunities for tenant engagement in social, training, education and community opportunities and events. These are delivered by Link Wentworth's Community and Partnerships Team.

### **3.7 Manager**

As the total number of boarding house residents will be no more than nineteen (19) people at any given time, there is no requirement for a Manager to reside on-site.

The Manager shall regularly inspect each boarding room and the common areas of the premises to ensure compliance with all relevant provisions of this Management Plan and rules, and any applicable conditions of development consent (see Primary Person Responsible above).

The Manager shall communicate with the Flood Wardens in the event of a flood and assist with any communications and instructions to residents in accordance with the requirements of the FERP.



### **3.7 Flood Warden**

The Manager will identify and nominated TWO (2) onsite Flood Wardens and ensure compliance with their annual training and ongoing responsibilities in the implementation of the FERP in coordination with Link Wentworth's housing team.

The Flood Wardens are to be Ground Floor Boarding House Residents. A minimum of TWO (2) Flood Wardens are to be appointed at all times.

Each Flood Warden must undertake training in the FERP and ensure that all training is updated on an annual basis

### **3.8 Resident Register & Maximum Occupancy of Boarding House Rooms**

The Manager shall maintain a register that includes the lodger's name, previous address, identification details, room number, date of commencing occupancy, date of ceasing occupancy and occupancy fee paid. The register may be kept in writing and/or in digital form.

The room number of each room shall be fixed to the entry door of each room, corresponding to the room number shown on the approved DA plans and a schedule displayed in the office. Only one lodger can be registered at any one time to occupy each of Units. There are to be no more than nineteen (19) lodgers residing in the boarding house at any time. Inspections of the premises and the Register may be undertaken by properly authorised officers of Northern Beaches Council from time to time to ensure that this requirement is being satisfied.

### **3.9 Boarding House Rules**

As well as understanding their responsibilities outlined in the Occupancy Agreement and *Boarding House Act 2012*, the lodger will abide by the following Boarding House Rules of the premises:

Lodgers:

- a. Will not make excessive noise inside or outside the boarding house at a level that disturbs neighbours or other lodgers. The internal landscaped courtyard will be nominated a quiet zone for peaceful enjoyment of the gardens by residents, where people can meet for quiet conversation with neighbors or guests.
- b. Will make no noise that would impact on other lodgers and neighbours from 10.00 pm – 7.00 am Sunday to Thursday, and between 11.30 pm – 8.00 am Friday to Saturday.
- c. Will not give or lend their key to the premises to anyone who is not a current lodger of the premises.
- d. Will be responsible for the conduct of all visitors.
- e. Will not disrupt peace and quiet or create tension with other lodgers or neighbours.
- f. Will not jeopardise the safety of other lodgers or neighbours.
- g. Will not bring illegal drugs or substances onto the property.
- h. Will keep their home in a reasonable state of cleanliness.
- i. Will pay lodging fees by the due date.
- j. Will ensure common areas are left in a neat, clean, and tidy condition.
- k. Will notify the Owner immediately when there is reason to believe that the behaviour or action of other lodgers may cause harm or endanger lives or cause damage to the premises.



### **3.10 Safety**

The Manager and Asset Team shall ensure that annual fire, flood and tsunami safety requirements are met, and all emergency equipment and signage is in good working order at all times, including ensuring the following:

- a) Fire exit and flood warning signage are in good working order,
- b) Emergency access routes, shelter in place, and evacuation procedures are clear,
- c) Ground floor flood warning alarm system and flood doors are in good working order,
- d) Appropriate flood warning signage and notification are installed and maintained on the communal notice boards,
- e) Smoke detectors/alarms are in good working order,
- f) Any items that are a fire hazard are removed from the premises without delay, and
- g) Generally maintain the premises in a fire and flood-safe condition.

All occupants will be informed of the fire and flood safety facilities and evacuation procedures for the property including flood signage, flood doors and alarm warning system, fire exits, fire blankets and extinguishers and tenant assembly area and tenant first floor refuge.

For the ground floor an evacuation plan and shelter in place procedure for flooding events will be implemented as part prior to occupation and operationalizing the new building. Additionally, furniture supplied to the common room will be of a type that cannot be converted into temporary sleeping accommodation. These measures as well as inspections will aid in preventing the common room from being habitable.

The evacuation plan and shelter in place procedures will be located in the Tenants Handbook, and sign-posted at key locations around the building and annual testing of emergency systems will be conducted by contractors and overseen by our Audit and WHS Officer and outcomes reviewed by our Audit and Risk Team. Each boarding house and seniors living unit tenant will receive a copy of the FERP to be included in the Tenants Handbook.

### **3.11 Cleaning and Waste Management**

The common areas of the premises shall be professionally cleaned on a regular basis by a Link Wentworth appointed contractor.

An adequate number of bins, including recycling bins, shall be provided to accommodate waste. Bins shall be maintained in a clean, odor free and vermin free condition at all times by a Link Wentworth appointed contractor.

### **3.12 Pets**

A tenant wanting to have a pet needs to send in a written request to the Owner and receive approval. It will be considered whether the pet is suitable for the property.





### **3.13 Public Complaints Resolution Procedure**

The Manager shall maintain a Complaints Register of public (external) complaints.

This register shall comprise of forms to be completed by the Manager, lodgers and/or complainants. The form is to record the nature and date of any complaint and the name, address and phone number of the person making the complaint.

The Manager shall respond to a written or oral complaint within 2 business days to acknowledge receipt of the complaint (provided that the complainant has provided contact details).

The Manager shall respond in writing within 15 business days to a written complaint (provided that the complainant has provided contact details).

The Manager shall use best endeavors to liaise with a complainant until the complaint is resolved. The Manager shall keep minutes of such correspondence and keep these minutes in the Complaints Register. The register is to be made available for inspection at any time by a duly authorised officer of the Council.

If the complainant is not satisfied with the resolution and wishes to escalate the matter, the complaint may be referred to the Housing Appeals Committee (HAC).

### **3.14 Repairs and Maintenance**

All repairs and maintenance will be undertaken through Link Wentworth's Asset Management Team. Residents of the property will be able to contact Link Wentworth's call centre Monday to Friday 9 am to 5 pm. We also operate an afterhours call service for emergencies.

Residents will be advised that where they require an urgent repair (as defined) they can contact Link Wentworth for an urgent 24/7 service.

Matters considered urgent are:

- Burst water service,
- Blocked or broken toilet system,
- Serious roof leak,
- Dangerous electrical fault,
- Failure or breakdown of gas, electricity, or water supply,
- Failure or breakdown of any essential service for hot water, cooking, and heating,
- Any unsafe fault or damage.

For non-urgent repairs, residents will be provided with a series of options including completion of an online Repair request form, phoning Link Wentworth during business hours and calling in to the office to make a requests.



## Schedule 1 Occupancy principles

(as in force under Section 30 of the *Boarding Houses Act 2012*)

### 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.



## **APPENDIX 1 – FLOOD EMERGENCY RESPONSE PLAN**