

Plan of Management

ACCOMMODATION : 69 MAIN STREET LITHGOW



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Plan of Management Overview

This Plan of Management has been prepared for the operation and management of a temporary emergency styled accommodation at 69 MAIN STREET LITHGOW, NSW 2790

The three level temporary emergency styled accommodation comprises one street level commercial use space with two upper residential levels. The first level of residential accommodation includes 3 single bedrooms with kitchenettes with 5 larger double family bedrooms with kitchenettes, communal living area, male bathroom amenities, female bathroom amenities and unisex bathroom amenities, communal kitchen and communal laundry. The second level of residential accommodation includes x10 bedrooms with kitchenettes, communal living area, male bathroom amenities, female bathroom amenities. There are a total accommodation limit of 25 guests given the room sizes and configurations.

This Plan of Management identifies appropriate strategies and procedures to address potential social or environmental impacts associated with the Group Home. The Plan of Management embraces current best practice methodologies such as casual surveillance, clear contact points and procedures, complaint handling processes, articulation of responsibilities and agreed home rules.

A Plan of Management is an accepted concept in environmental law and can be used in a range of circumstances. This Plan of Management assists in addressing the amenity impacts on the neighbours and integrating the development with the neighbourhood.

The Plan of Management assists in addressing any adverse impacts on the amenity and characteristics of the established residential area. It provides a procedure to receive and resolve complaints and requires the appointment of an on-site manager who will be contactable 24 hours a day 7 days a week.

The measures outlined in this Plan of Management will be of assistance in maintaining the amenity and character of the area.

Legislative Framework

A temporary emergency styled accommodation means short too long term temporary accommodation or a medium term transitional accommodation. They are a type of residential accommodation:

- (a) That is occupied by a single Household with or without paid supervision or care and whether or not those persons are related or payment for board and lodging is required; and
- (b) That is used to provide permanent household accommodation for the relief or rehabilitation of people with a disability or for drug or alcohol rehabilitation purposes, or that is used to provide half-way accommodation for persons living in institutions or temporary accommodation comprising refuges for men, women or young people.

Type of Accommodation

- (a) Temporary Accommodation – This is an agreement anywhere from 1 to 28 days. Providential Homes Incorporated accepts the guests from a referring agency such as Department of Communities and Justice (DCJ) whom they have a close relationship with. DCJ funds the costs for these guests on a daily basis.

- (b) Transitional Agreement – This agreement is a month to month leased agreement. The guests pay a weekly rent based on their affordability and location.
- (c) Long Term Arrangement – Providential Homes Incorporated have a long term arrangement that involves a long term lease to those who are in need of a little extra care but are self-sufficient and independent.

Occupancy Agreement

A written Occupancy Agreement is to be formulated in accordance with the below Schedule 1 and associated regulations that sets out the terms of the occupancy agreement. The Occupancy Agreement is to align with the Occupancy Principles contained in Schedule 1, as stated below (but may be updated from time to time):

Schedule 1 Occupancy Principles

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 Group Home

A resident is entitled to know the rules of the accommodation before moving in.

3. Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of premises.

4. Inspection 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.

5. Notice of increase of occupancy fee

A resident is entitled to four (4) weeks written notice before the proprietor increases the occupancy fee.

6. Utility Charges

- 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.
- 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 Wi-Fi
 - (f) The supply of any other service prescribed by the regulations.

7. Payment of Security Deposits

- 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 two (2) weeks of the 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.
- Within fourteen (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 to cover the following:
 - (a) The reasonable costs of repairs to, or the restoration of, the Group Home or goods within the premises of the Group Home, 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 costs 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.
- 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 above \

(a) to € are equal to, or exceed, the amount of the security deposit.

- In this Clause:

Security deposit means an amount of money (however described) paid or payable by the resident of a Group Home 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 accommodation caused by the resident or an invitee of the resident, or
- (c) Any other matter or thing prescribed by the regulations.

8. 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.

9. Notice of Eviction.

- A resident must not be evicted without reasonable written notice;
- In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the temporary emergency accommodation.
- The sub-clause above does not limit the circumstances that are relevant to the determination of what is reasonable notice.

10. Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

11. 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.

Management of the Group Home

The Group Home will be managed by an appointed on-site Manager, who will be contactable 24 hours a day 7 days a week. In the event that the on-site Manager is unable to be contacted (eg emergency, unwell, etc), a separate arrangement with the organisation called Providential Homes Incorporated, who will be main the point of contact. Providential Homes Incorporated also offers a 24 hour 7 day a week telephone service.

Providential Homes Incorporated has the expertise training and resources to screen potential occupants, manage complaints efficiently and ensure maintenance of common property is systematic and thorough.

The On-Site Manager must:

- Promptly address and respond to tenant issues and report to Providential Homes Incorporated building operation and maintenance matters;
- Maintain an incident register and record any complaints.

Providential Homes must:

- Oversee all occupancy agreements
- Organise building and landscaping maintenance as required through the engaging of contractors to undertake maintenance, landscaping and cleaning functions;
- Ensure that the total occupancy of the Group Home pursuant to the leases does not exceed the approved number of guests.
- Provide the tenant with a copy of the Resident Information Brochure and Home Rules with any new occupancy agreement;
- Undertake periodic inspections of the accommodation to ensure that they are being maintained in a clean and tidy fashion and that maximum occupant numbers are maintained.

Maintenance of Common Areas and Responsibilities

Common areas are to be maintained by users and spaces should be left as they are found, in a clean and tidy state.

A weekly cleaner will be employed, at the cost of Providential Homes, to ensure that the common property is clean and tidy.

The accommodation on-site Manager is to take out the bins for the Council garbage collection and subsequently bring in the bins following collection. Recycling bins and residual bins will be provided in each room to promote recycling.

Any damage of internal or external property or general wear and tear, is reported immediately to Providential Homes for repair.

Maintenance of Individual Areas and Responsibilities

Individual residents are responsible for maintaining their rooms in a clean and tidy state and must be made available for inspection by Providential Homes upon request (48 hours' notice).

Pest Control Arrangements

Cleaning will also include regular inspections for vermin control and pest control services will be arranged by Providential Homes on a regular basis.

Waste Management and Collection

A weekly cleaner will be employed, at the cost of the accommodation Management, to ensure that the common property is clean and tidy. The on-site Manager will place garbage and recycling bins on the street for collection and bring the empty bins back in to the property.

Fire Safety

A fire Safety Evacuation Plan will be prepared and attached to this Plan of Management prior to the commencement of operations of the Group Home. The plan will contain pictorial instructions detailing evacuation steps in the case of an emergency. The plan is to include evacuation routes, assembly points, and a plan of action once a fire alarm has been activated. The Fire Safety Evacuation Plan is to be prominently located in each room and in the common area. The phone numbers of appropriate contacts will be prominently displayed throughout the premises, eg NSW Police, NSW Fire and Rescue, NSW Ambulance and other local emergency assistance services.

Providential Homes will install and maintain all required Fire Safety measures including smoke detectors, emergency lighting, portable fire extinguishers and fire blanket.

Conflict Resolution

Complaints from the community and between lodgers are to be noted in an Incident Diary with details of the complainant. Providential Homes will contact complainants and address their complaint and take necessary action to ameliorate any further issues.

Providential Homes will listen to any concerns and/or complaints from house residents and address the problems/issues appropriately.

The procedures detailed in this Plan of Management are designed to minimise complaints.

Complaints Mechanism – External

Providential Homes is responsible for establishing contact and maintaining a relationship with the neighbours of the accommodation within 100metres radius by undertaking the following tasks:

- Upon commencement of operation letterbox drop all mail boxes within 100 metre radius of the accommodation advising of their operation and nominating all methods to contact them should any matter arise that warrants addressing. There shall be no less than two (2) after hours contact numbers.
- Provide a clear sign at the front door of the accommodation, that is visible, identifying Providential Homes as the operator and the methods of contacting them in the event there is a matter that warrants addressing.

Complaints from the community are to be noted in an Incident Diary with details of the complaint and the action taken to address the complaint.

Complaints Mechanism – Between Tenants

The on-site Manager is responsible for acting as initial mediator in disputes between tenants. Complaints from tenants are to be noted in an Incident Diary with details of the complaint/dispute and action taken to address the complaint.

Providential Homes will address the complaint/dispute if the on-site Manager has not been able to adequately address the matter.

The task of the on-site Manager is to ensure that all complaints are recorded and management responses documented. A Management Diary and an Incident Register is to be maintained.

The on-site Manager will listen to complaints or respond to correspondence and detail procedures to the persons complaining as to how it is intended to minimise any further impact in the future.

The procedures detailed in this Plan of Management are designed to minimise complaints.

The on-site Manager is to deal with empathy and respect to any person making a complaint.

Home Rules – Amenity of the Neighbourhood and Control of Noise.

The draft “Home Rules” for the accommodation are attached to this Plan of Management. It is noted that the document is a draft as it outlines the minimum requirements to be implemented by the on-site Manager, however it may be appropriate to amend and add to the Home Rules as the Group Home operations evolve.

The Home Rules are to be prominently displayed in the common areas. Each new tenant is to be provided with a copy of the Home Rules when signing their leasing agreement and agree to be bound by the Home Rules.

Home Rules relate to:

- the emission of noise (from within the accommodation and from the external spaces);
- prohibition of large gatherings and parties on the premises;
- interference with the peace and quiet of other residents and neighbours;
- volume of televisions, radios and music players;
- prohibition of alcohol and illegal substances;
- anti-social behaviour.

The emission of noise and appropriate hours for noise emission is dictated by legislation and enforced by the Local Council and Police. The on-site Manager is to be familiar with the legislative requirements and rules and be aware of the relevant authorities that are responsible for enforcement of noise issues.

DRAFT HOME RULES

The following rules are a condition of your occupancy agreement – Any breach of these rules may result in the termination of your occupancy agreement.

Resident behaviour and Neighbour relations

Each occupant is required to ensure that other occupants of this accommodation as well as surrounding neighbours are allowed to peacefully and quietly enjoy their own premises. Each occupant is required to ensure they do not do anything or allow anything to occur that will impact on the quiet enjoyment of each tenant and neighbour of this accommodation.

Occupants of each room shall make available their room available for inspection by Providential Homes at any time. In the case of an emergency, the on-site Manager may use the spare key to enter the room.

Occupants are not to congregate in groups in any part of the common property, especially the external common property. Anti-social behaviour of any kind is prohibited and will be referred immediately to the Police.

Any breach of the Home Rules will result in warnings initially, and in the case of persistent and serious breaches, termination of your lease and eviction from the premises.

Noise and Radio/TV

At any time noisy activities are occurring, residents should keep doors and windows closed where possible to reduce noise emission and impact on neighbours.

Television, radios and music players and any other sound emitting devices should be kept at a moderate level and not be audible from neighbouring properties.

Use of External Areas

The common room shall only be used during the following hours:

- Sunday to Thursday – 7am to 10pm;
- Friday and Saturday – 7am to 11pm

The external common areas shall only be used during the following hours:

- Sunday to Thursday – 7am to 10pm;
- Friday and Saturday – 7am to 10pm

Alcohol and Smoking

No alcohol or illegal substances are to be consumed or be brought onto the premises.

No smoking is permitted within the accommodation.

Parking of Vehicles

Any cars unable to be accommodated on site will be parked on the street network and are not to block driveways or park in no parking or no stopping zones.

Register of complaints & dealing with complaints between tenants

If conflict between tenants cannot be resolved amicably, complaints will be directed to the Management of Providential Homes who will act as mediator between tenants. Any complaints will be noted in an Incident Diary with details of the complaint and the action taken to address the complaint.

Cleaning Schedules

Each resident is required to keep common areas clean. After using common facilities such as the kitchen or bathroom, tenants are to clean up after themselves.

Common areas are to be maintained by users and spaces should be left as they are found. – In a clean and tidy state.

Waste Disposal

Waste from private rooms and common areas are to be disposed in to the communal (Council) waste bins as required.

Number of Approved Group Home Rooms

There are to be no more than one booking allocated to each room, the number of people in each room will depend on booking and room size.

Common Areas and Usage Times

Common areas are available for the enjoyment of tenants provided good order is maintained. All waste is to be disposed and not left in the common areas or externally in common areas.

The common room and common external area shall only be used during the following hours:

The common room shall only be used during the following hours:

- Sunday to Thursday – 7am to 10pm;
- Friday and Saturday – 7am to 11pm

The external common areas shall only be used during the following hours:

- Sunday to Thursday – 7am to 10pm;
- Friday and Saturday – 7am to 10pm

Behaviour and Guest Visiting Times

Each tenant of this accommodation is responsible for themselves. Residents are not allowed to have any guests/visitors on-site. They must meet any guests/visitors they have at an offsite location. This is for the safety and protection of other Residents living on the premises.

Animals

There are to be no animals kept on the premises as this may compromise the health and safety of other residents and will impact upon the maintenance and cleanliness requirements within the accommodation. This does not apply if the animal is an approved emotional support animal or a registered service animal or assistance dog.