



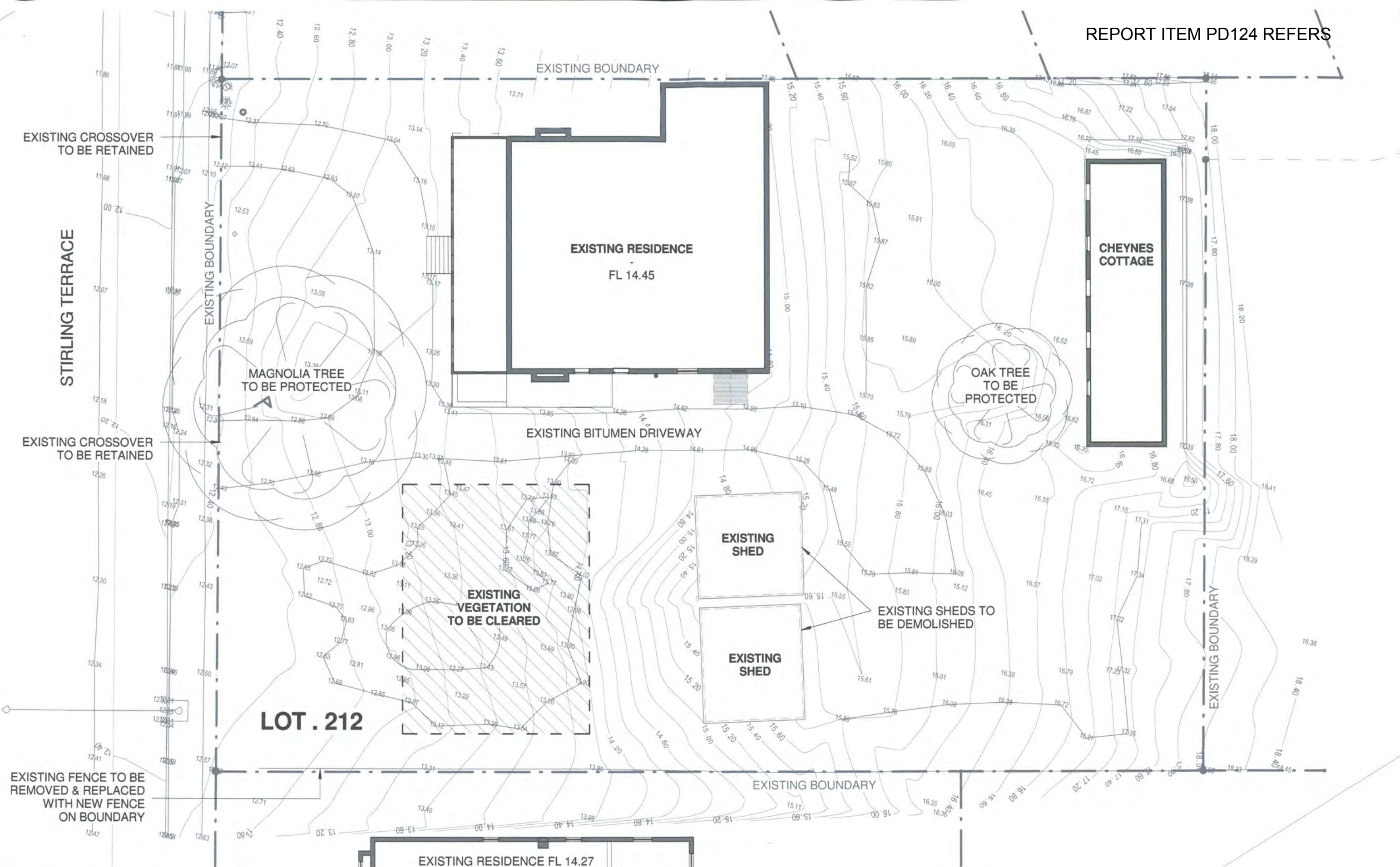
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13/04/2016

1:1250







## Norman House

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany

Great Southern Community Housing

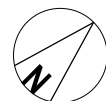
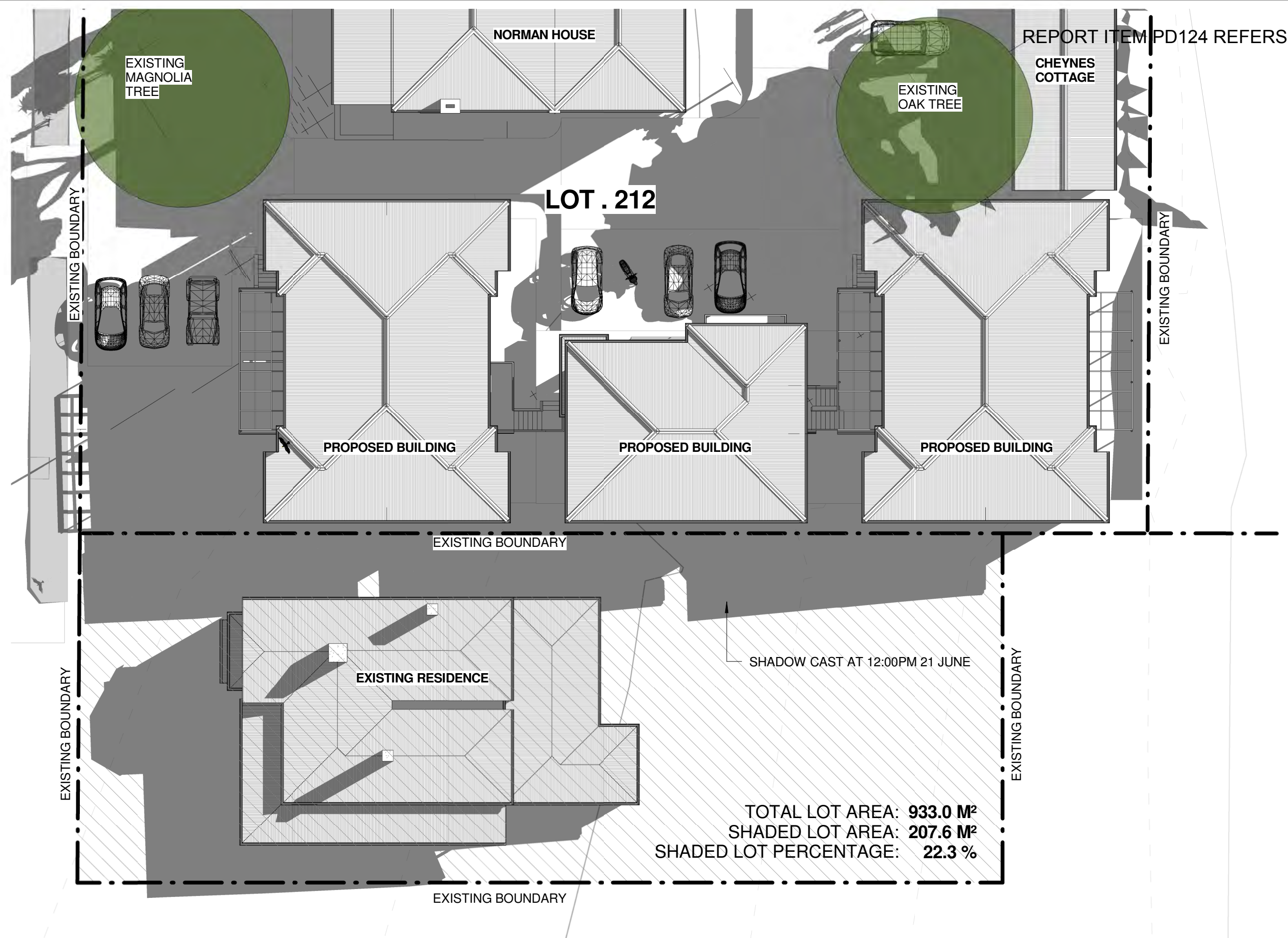
DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

**SK1\_A**  
**EXISTING SITE PLAN SHOWING PROPOSED DEMOLITION**  
1 : 200@A3  
7223-15  
16.09.2015  
PG

**H+H architects**

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PO BOX 5427, ALBANY WA 6332  
ADMIN@HHARCHITECTS.COM.AU  
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## Norman House

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany

Great Southern Community Housing

DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

**SK2.3\_A**  
**SITE PLAN SOLAR ACCESS**  
1 : 200@A3  
7223-15  
16.09.2015  
PG

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**SITE AREA: 2329m<sup>2</sup>**



**LOT . 212**

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STIRLING TERRACE

EXISTING BOUNDARY

EXISTING  
MAGNOLIA  
TREE

NORMAN HOUSE

CHEYNES  
COTTAGEEXISTING  
OAK TREE

LANDSCAPING

EXISTING BOUNDARY

LOT . 212



EXISTING BOUNDARY

EXISTING RESIDENCE

**Norman House**

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany

Great Southern Community Housing

DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

**SK2.2\_A**  
**PROPOSED FIRST FLOOR PLAN\_OVERVIEW**  
1 : 200 @ A3  
7223-15  
16.09.2015  
PG

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# 1 STIRLING TERRACE STREET ELEVATION

1 : 100



## Norman House

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany

Great Southern Community Housing

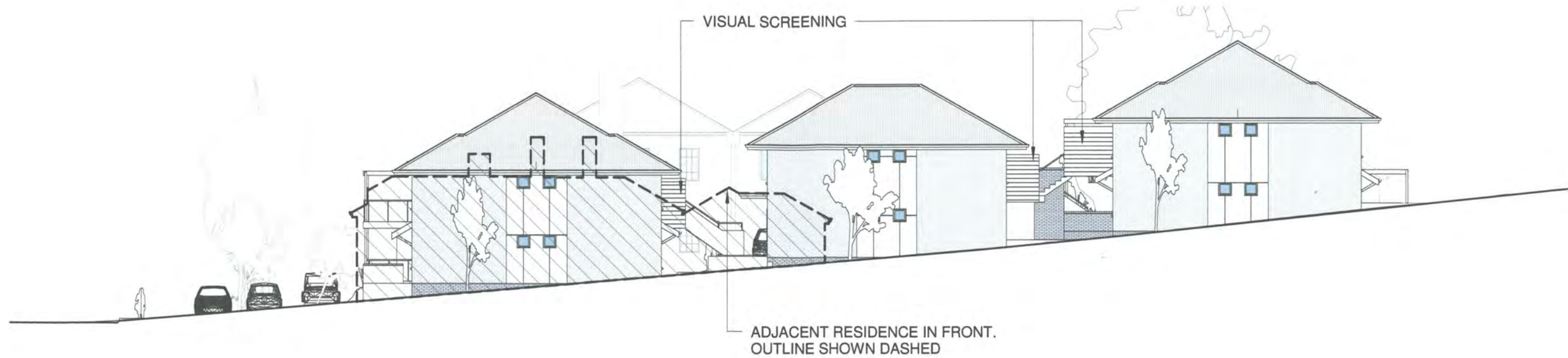
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SCALE  
JOB NUMBER  
DATE  
DRAWN

SK3\_A  
PROPOSED STREET ELEVATION  
As indicated  
7223-15  
16.09.2015  
PG

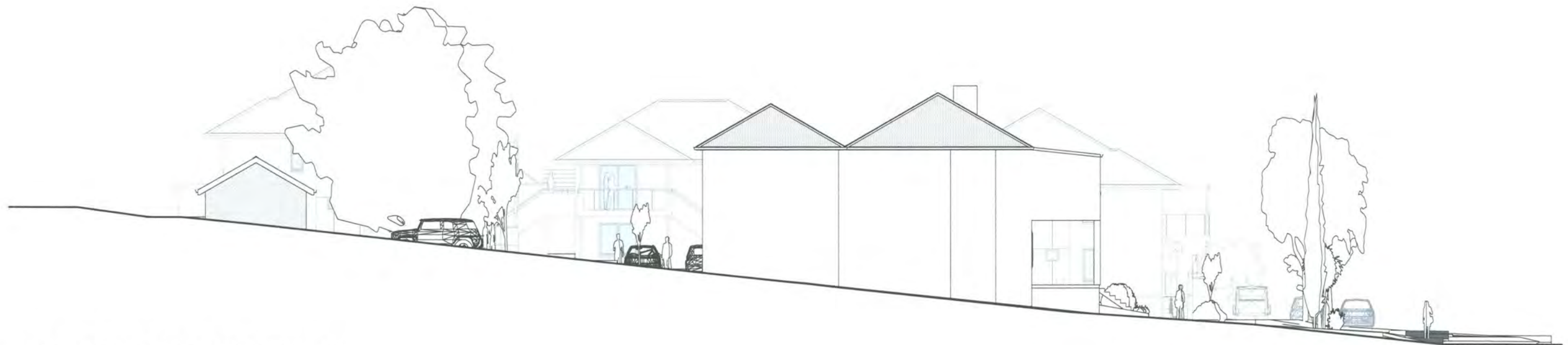
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1 EAST ELEVATION  
1 : 200



2 WEST ELEVATION  
1 : 200

## Norman House

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany

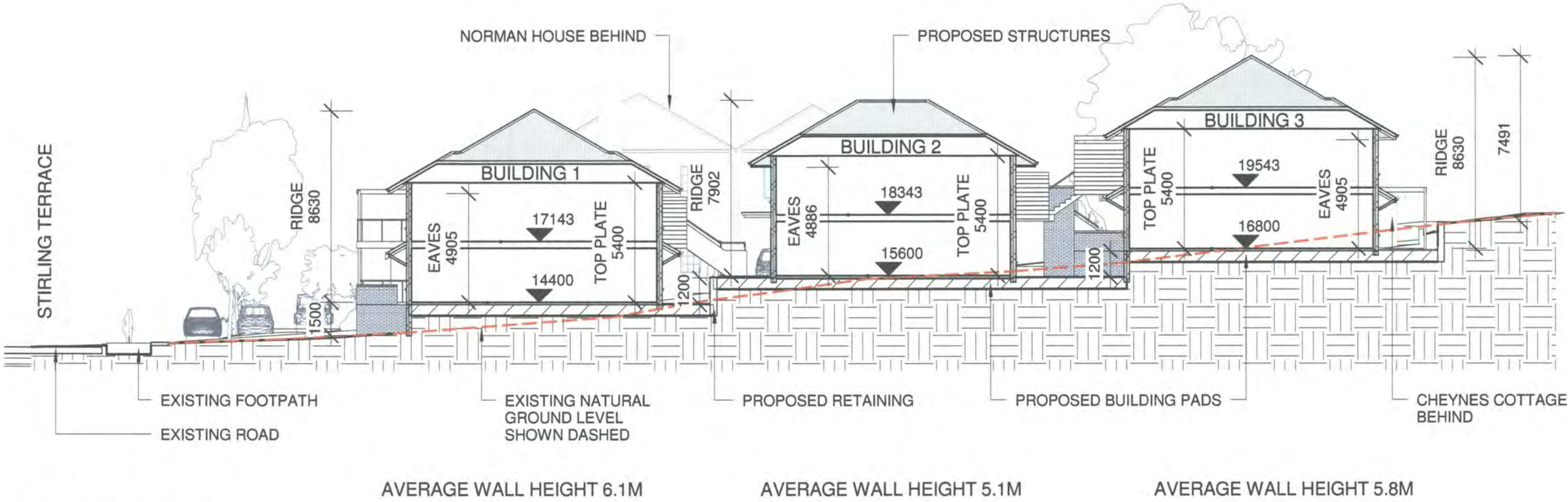
Great Southern Community Housing

DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

SK4\_A  
SITE ELEVATIONS EAST & WEST BOUNDARY  
1 : 200@A3  
7223-15  
16.09.2015  
PG

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2

SECTION 1

1 : 200

Norman House

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany  
Great Southern Community Housing

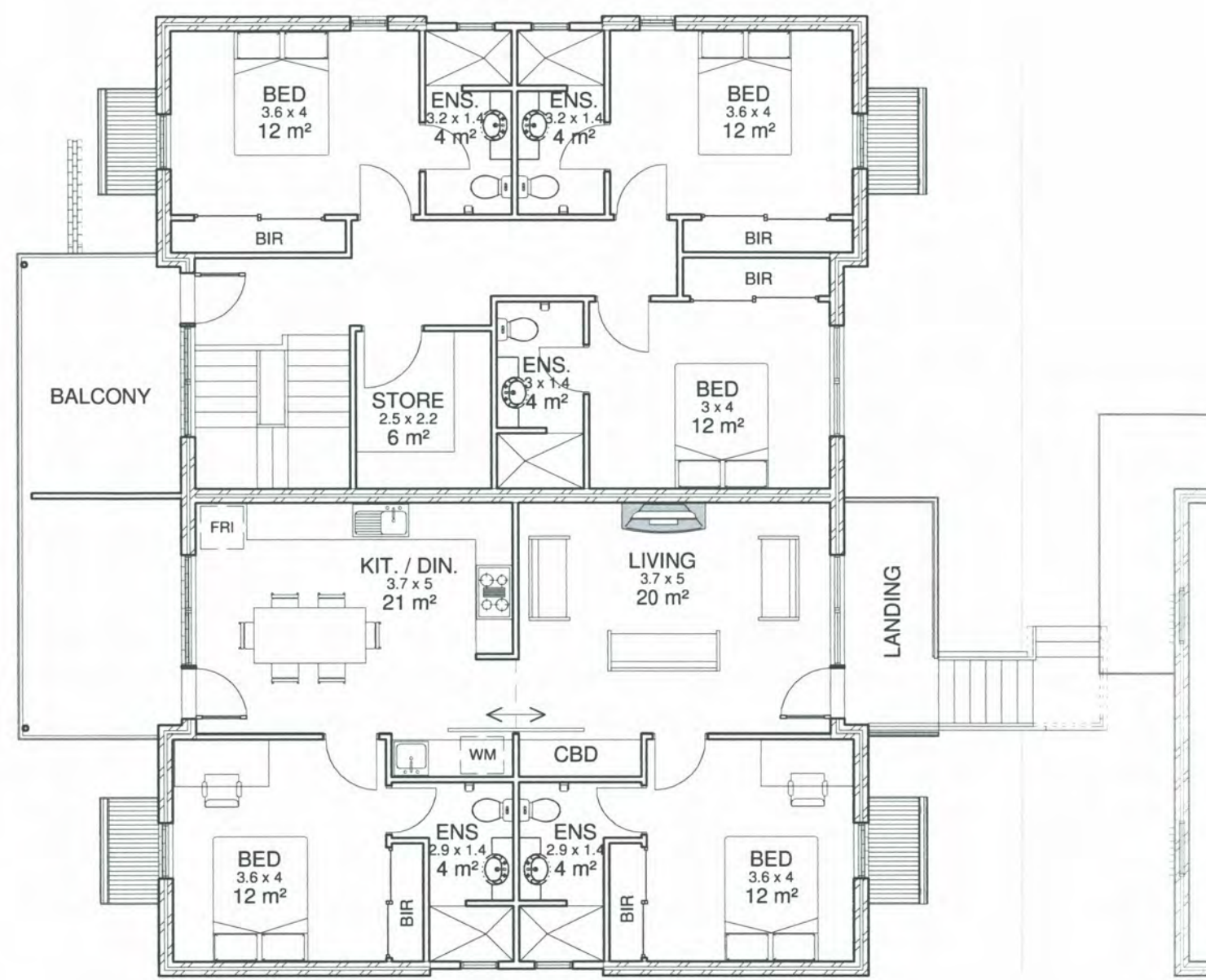
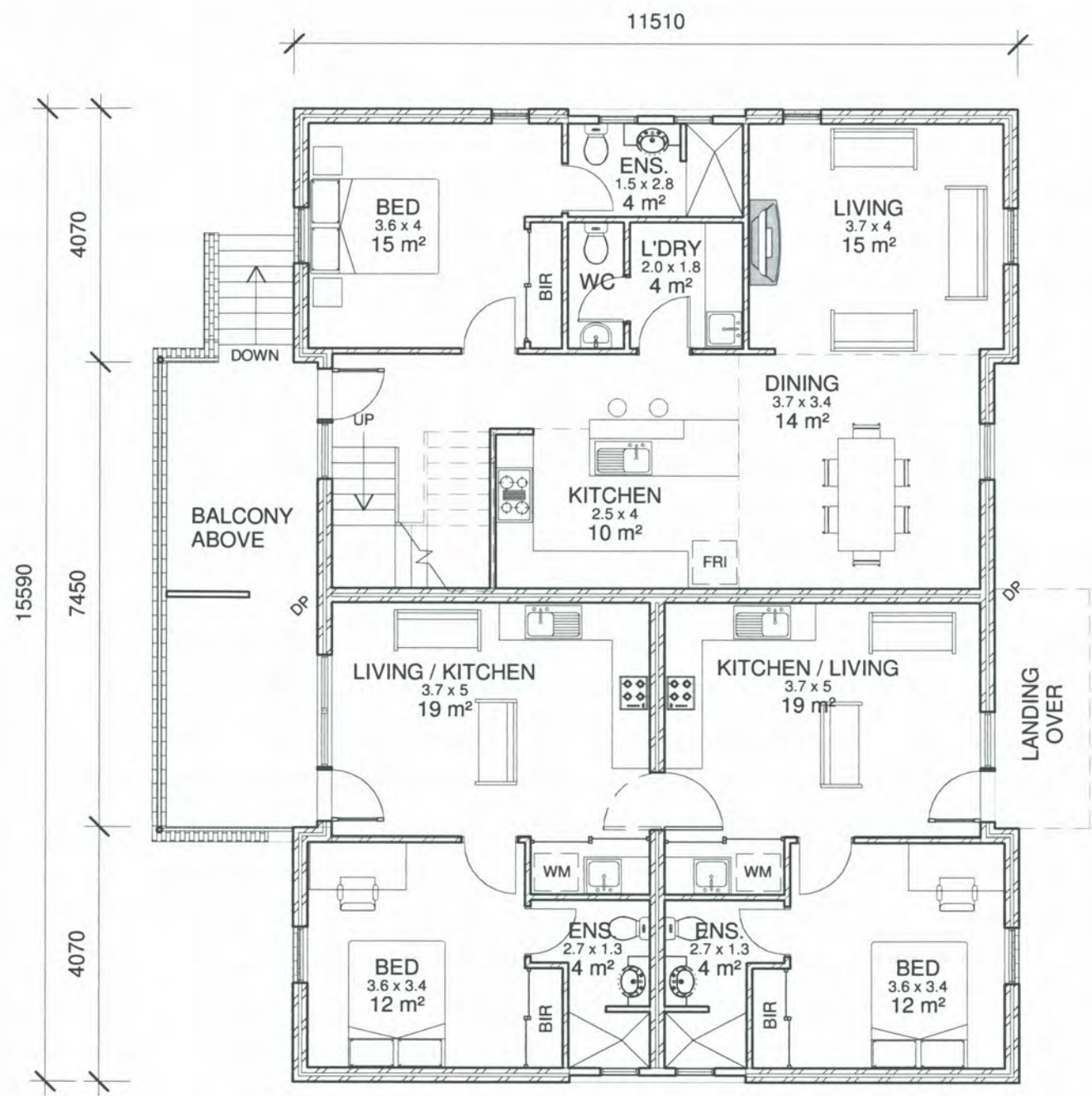
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DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

SK5\_A  
SITE SECTIONS  
1 : 200 @ A3  
7223-15  
16.09.2015  
PG

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1 GFL PLAN  
1 : 100

2 FFL PLAN  
1 : 100



**Norman House**  
Stirling Terrace Albany  
Uniting Church

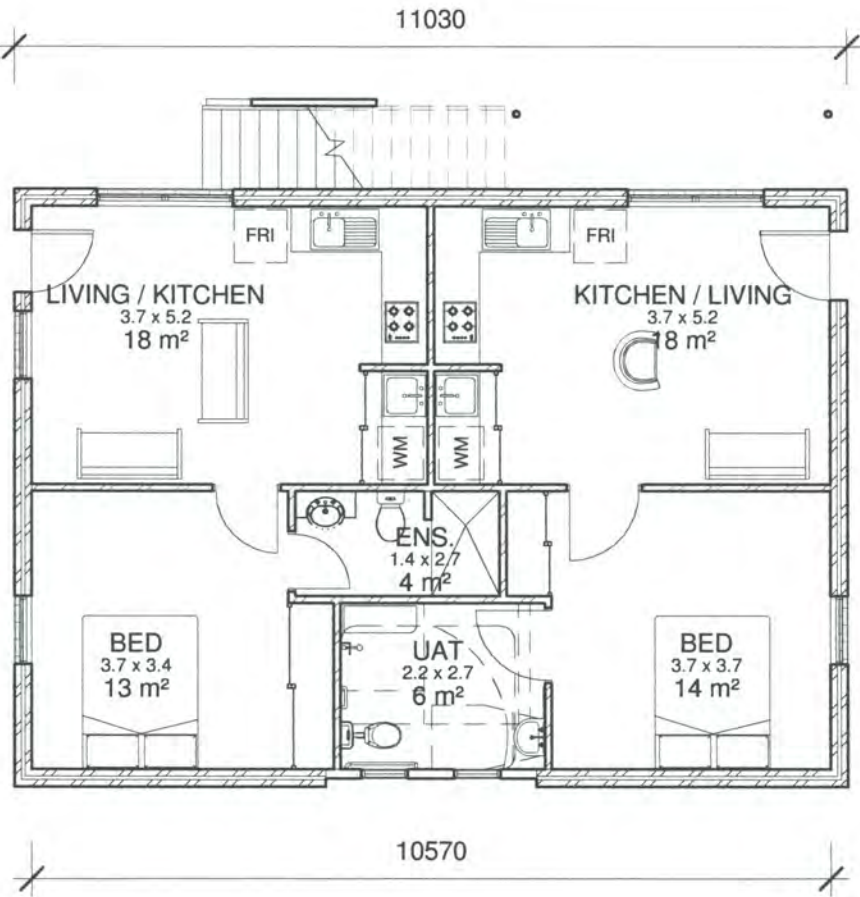
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JOB NUMBER 7223-15  
DATE 14/12/2015 11:29:38 AM  
DRAWN PG

**BUILDING 1**

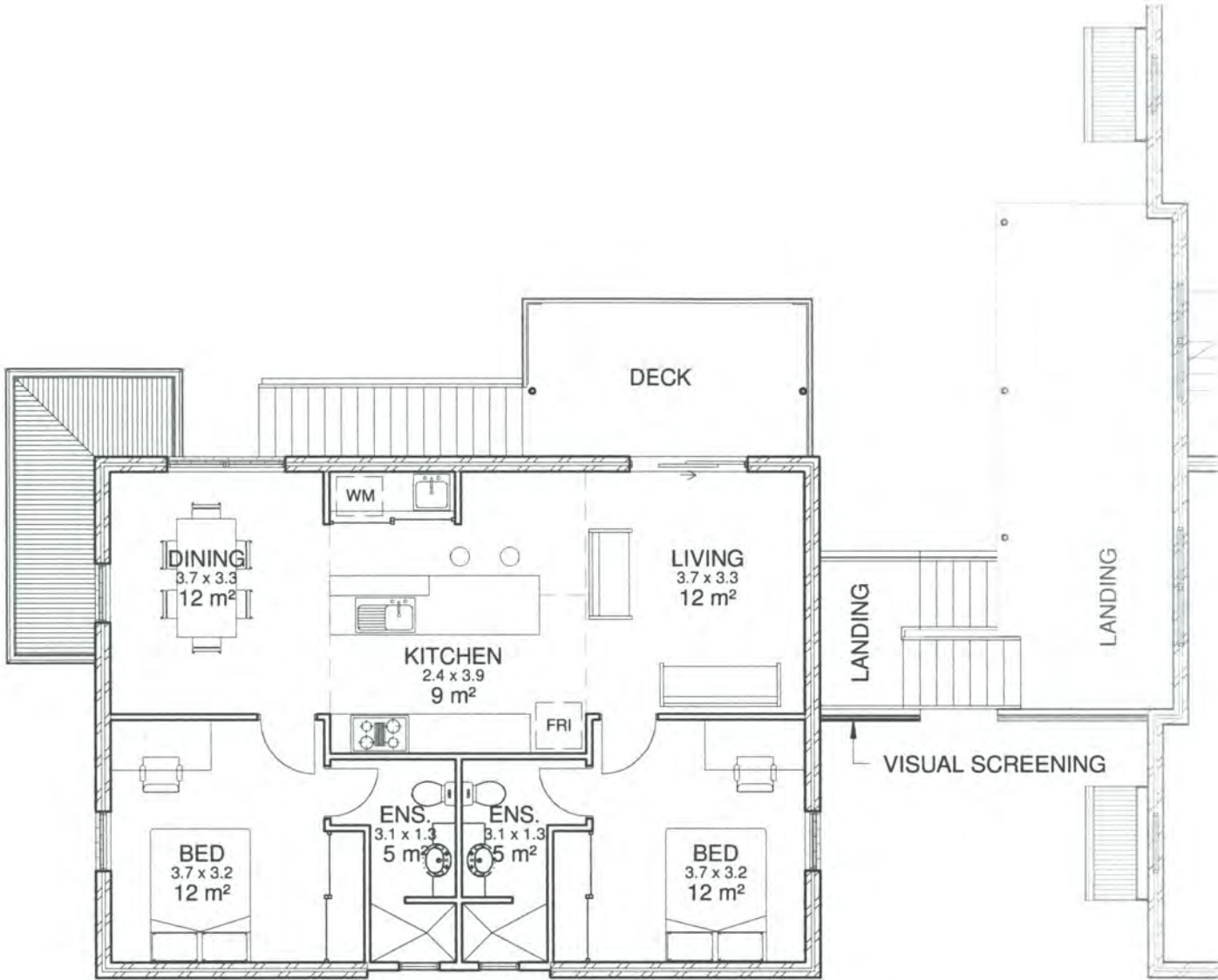
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1 GFL PLAN  
1 : 100



2 FFL PLAN  
1 : 100

**Norman House**  
PROPOSED STUDENT ACCOMMODATION  
Stirling Terrace Albany  
Uniting Church

DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

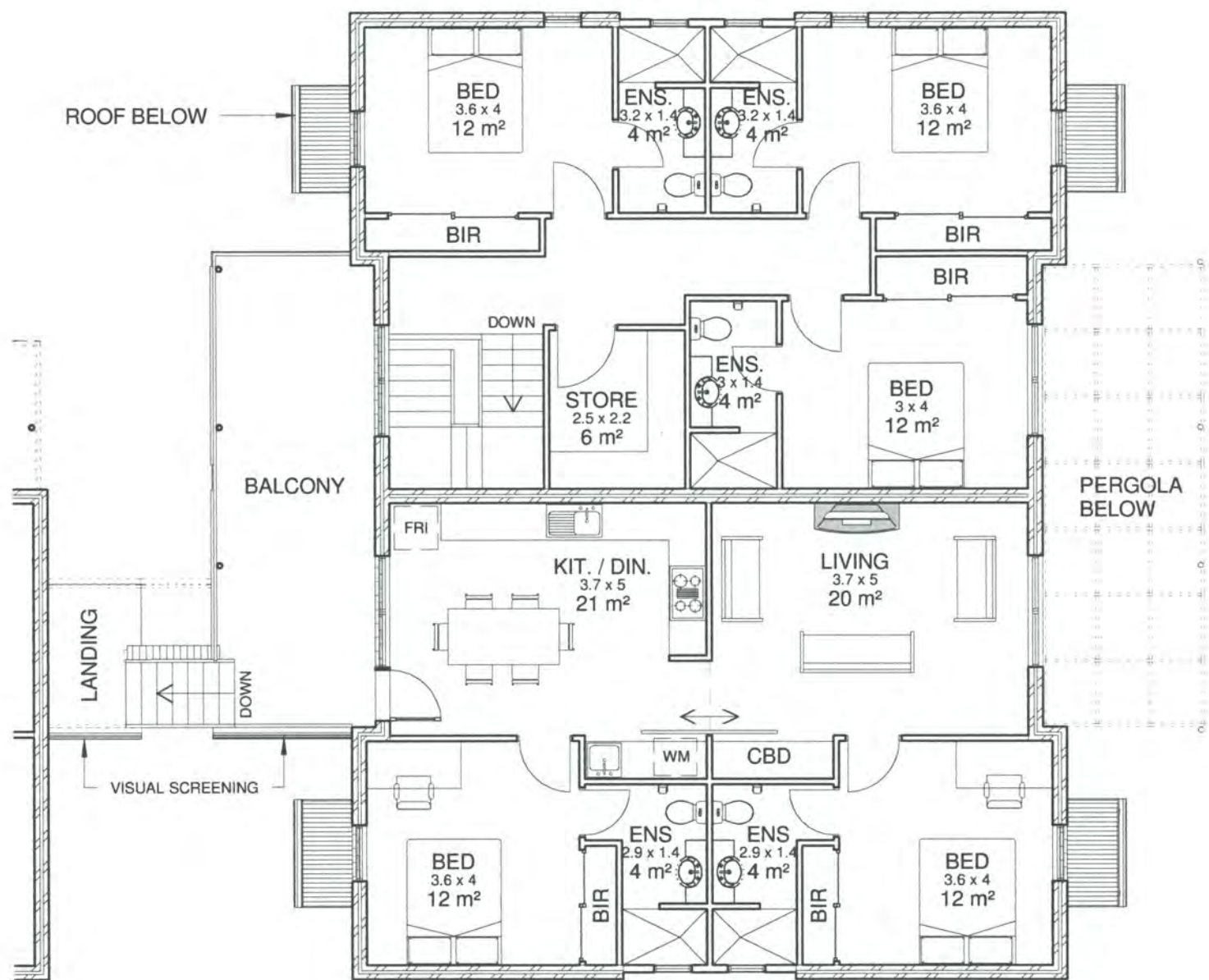
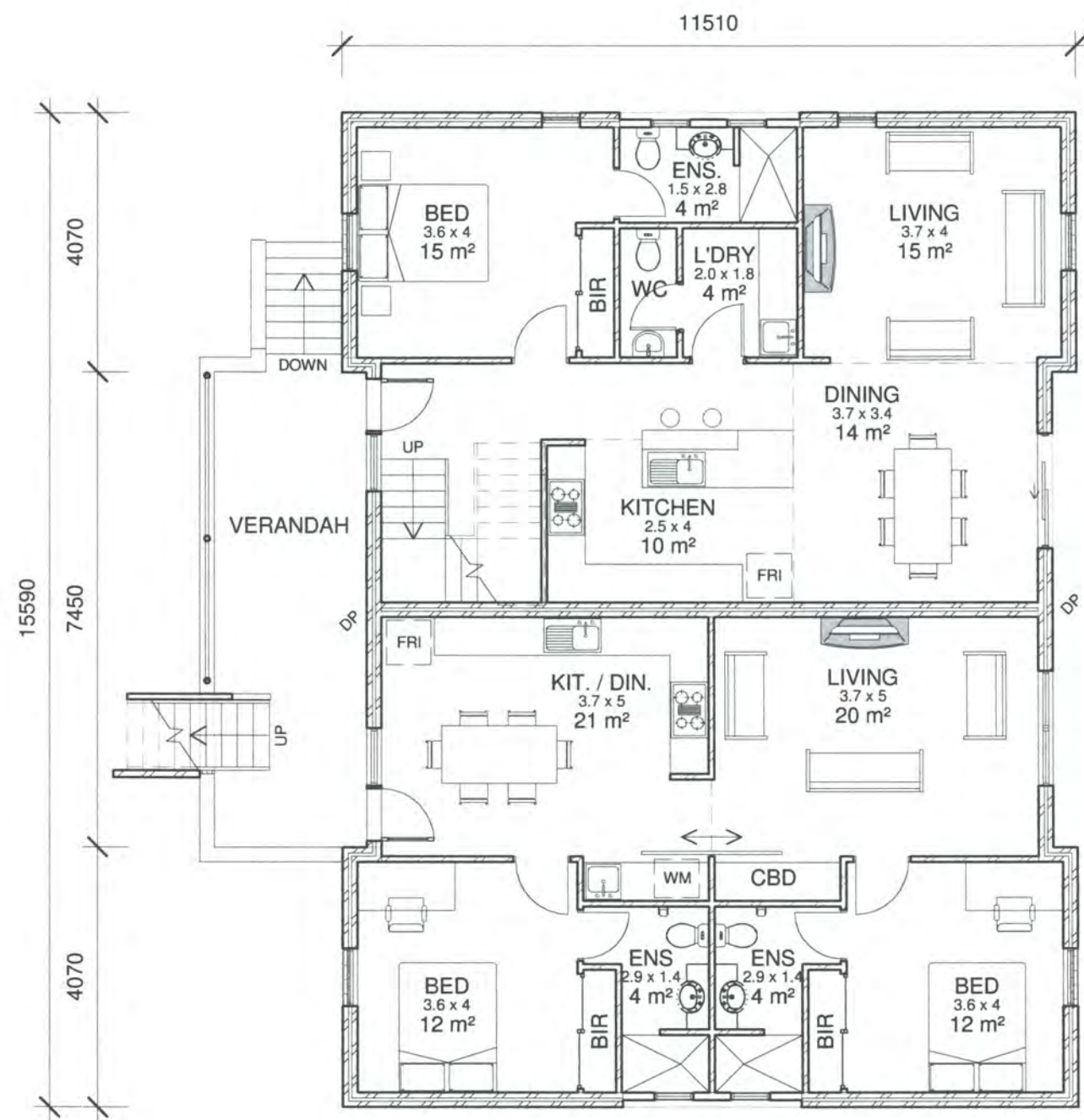
SK8\_A  
GFL  
1 : 100@A3  
7223-15  
16.09.2015  
PG

**BUILDING 2**

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1 GFL PLAN  
1 : 100

2 FFL PLAN  
1 : 100



## Norman House

Stirling Terrace Albany  
Uniting Church

DRAWING No SK9\_A  
DRAWING FLOOR PLANS  
SCALE 1 : 100@A3  
JOB NUMBER 7223-15  
DATE 14/12/2015 11:31:29 AM  
DRAWN PG

## BUILDING 3

H+H architects

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PO BOX 5427, ALBANY WA 6332  
ADMIN@HHARCHITECTS.COM.AU  
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08 9842 5558





**1 NORTH ELEVATION**  
1 : 100



**2 SOUTH ELEVATION (STREET ELEVATION)**  
1 : 100

### Norman House

Stirling Terrace Albany  
Uniting Church

DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

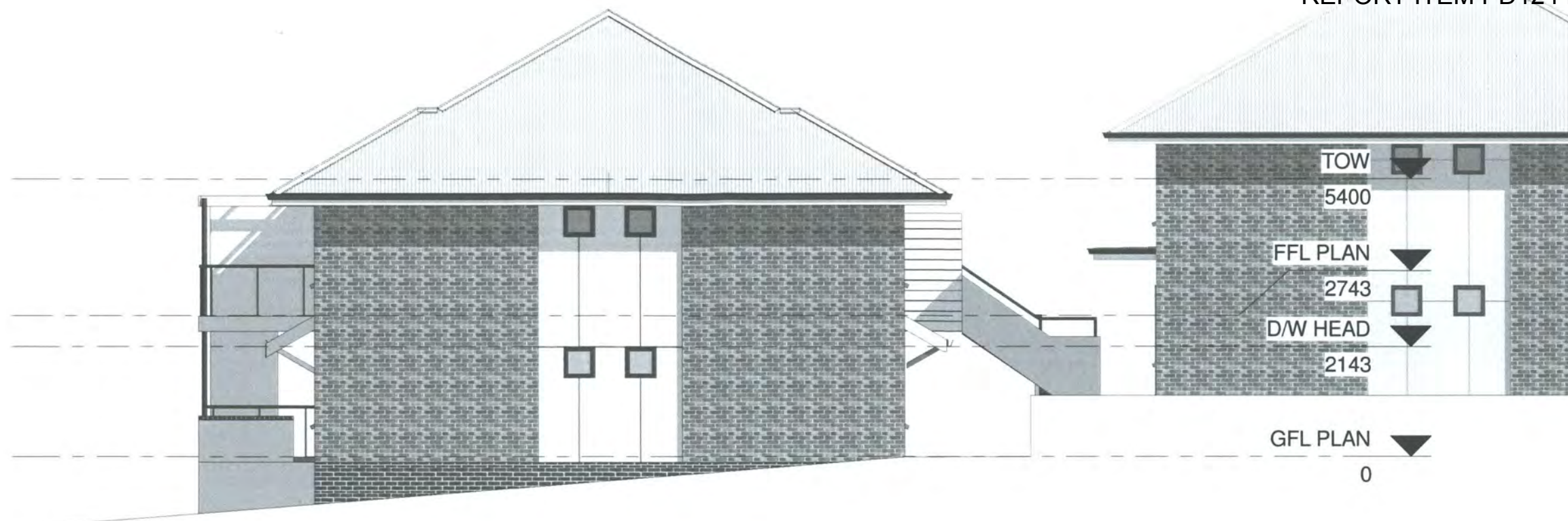
SK10\_A  
ELEVATIONS N-S  
1 : 100 @ A3  
7223-15  
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PG

### BUILDING 1

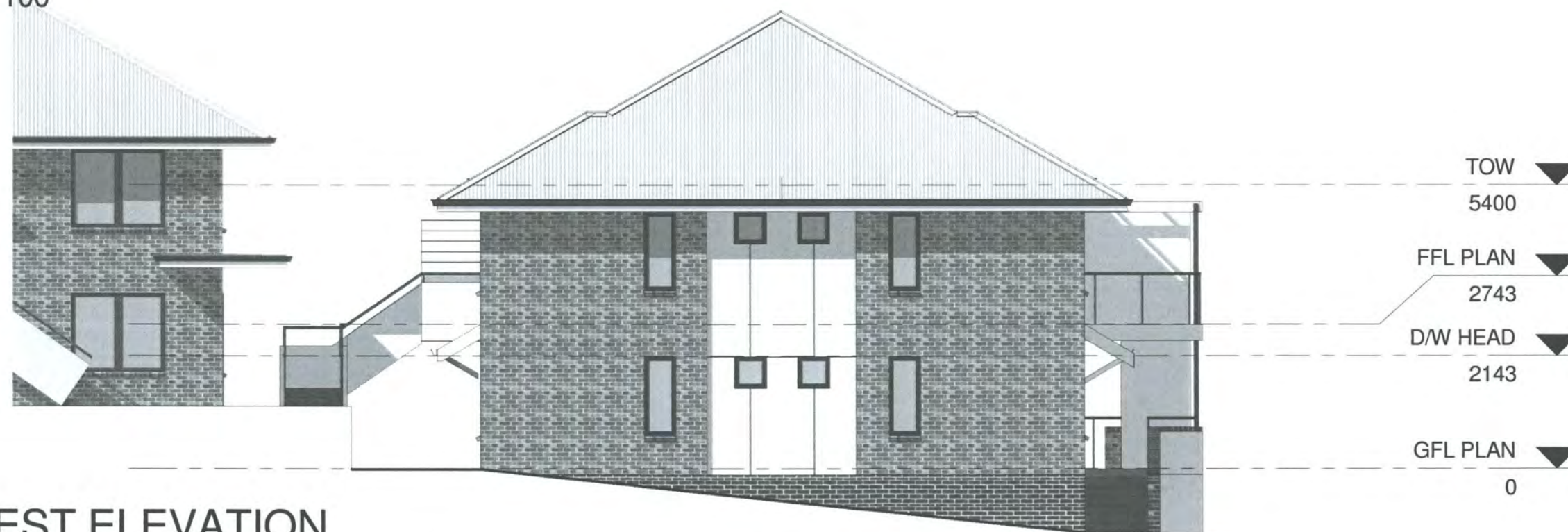
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2 EAST ELEVATION  
1 : 100



1 WEST ELEVATION  
1 : 100

## Norman House

Stirling Terrace Albany  
Uniting Church

DRAWING No SK11\_A  
DRAWING SCALE 1 : 100@ A3  
JOB NUMBER 7223-15  
DATE 14/12/2015 3:47:26 PM  
DRAWN PG

## BUILDING 1

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**1 NORTH ELEVATION**  
1 : 100



**2 SOUTH ELEVATION**  
1 : 100

### Norman House

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany  
Uniting Church

DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

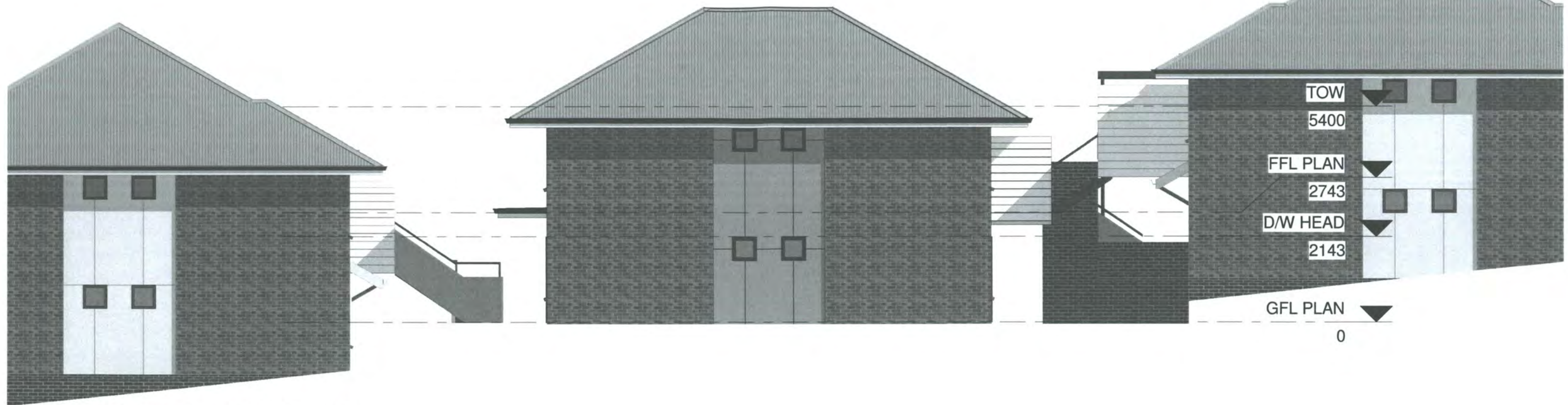
SK12\_A  
ELEVATIONS NORTH & SOUTH  
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7223-15  
16.09.2015  
PG

### BUILDING 2

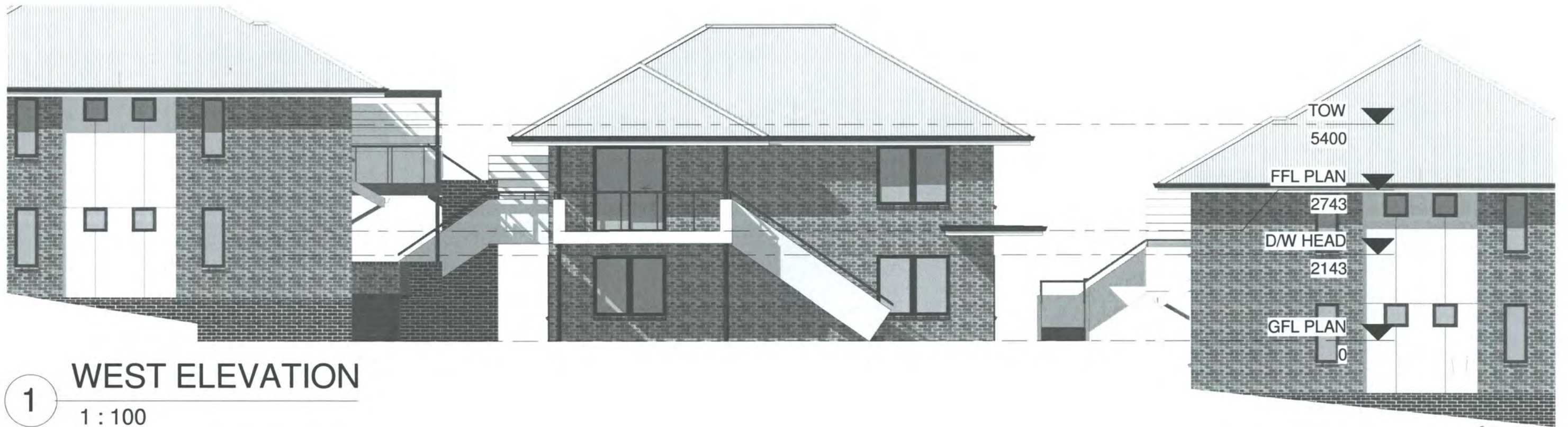
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2 EAST ELEVATION  
1 : 100



1 WEST ELEVATION  
1 : 100

## Norman House

PROPOSED STUDENT ACCOMMODATION

Stirling Terrace Albany  
Uniting Church

DRAWING No  
DRAWING  
SCALE  
JOB NUMBER  
DATE  
DRAWN

SK13\_A  
ELEVATIONS EAST & WEST  
1 : 100@A3  
7223-15  
16.09.2015  
PG

## BUILDING 2

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1 NORTH ELEVATION  
1 : 100



2 SOUTH ELEVATION  
1 : 100

**Norman House**

Stirling Terrace Albany  
Uniting Church

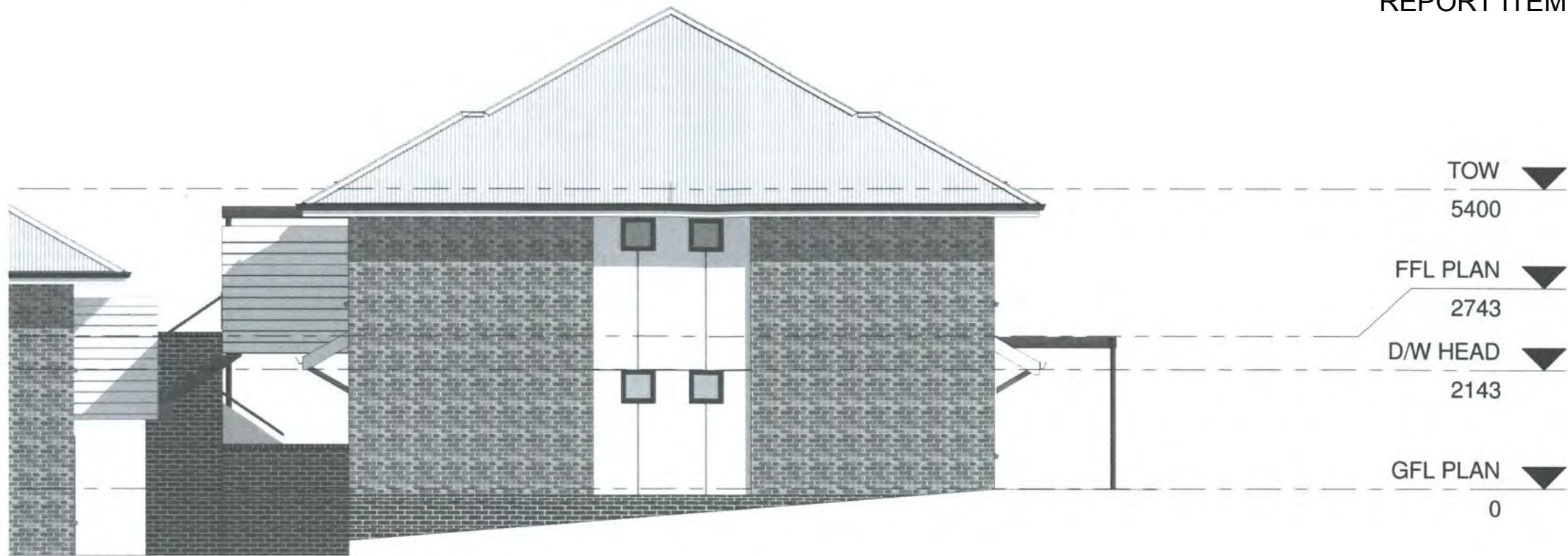
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DRAWING ELEVATIONS N-S  
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**BUILDING 3**

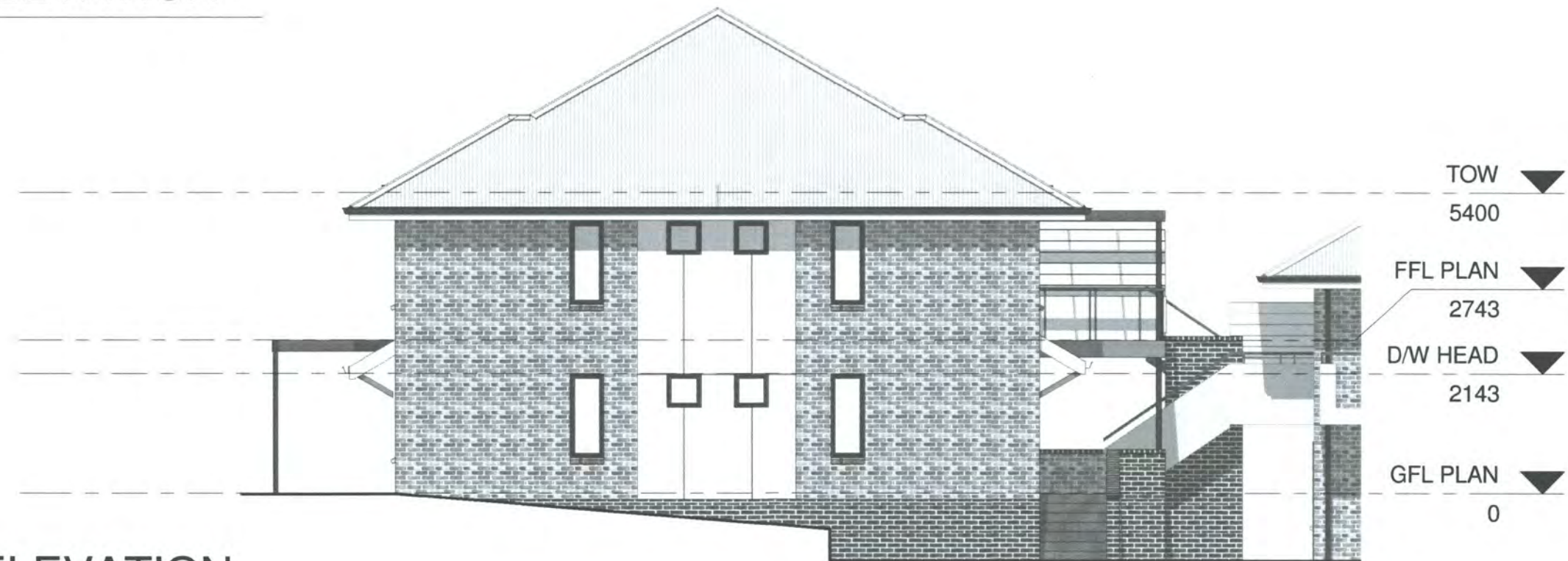
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2 EAST ELEVATION  
1 : 100



1 WEST ELEVATION  
1 : 100

**Norman House**  
Stirling Terrace Albany  
Uniting Church

DRAWING No SK15\_A  
DRAWING SCALE ELEVATIONS E-W  
1 : 100 @ A3  
JOB NUMBER 7223-15  
DATE 14/12/2015 11:32:12 AM  
DRAWN PG

**BUILDING 3**

H+H architects

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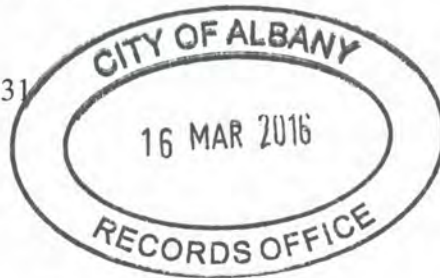


*Great Southern*  
**COMMUNITY**  
Housing Association

1/87 Aberdeen Street, Albany WA 6330  
PO Box 5695, Albany WA 6332  
Telephone: 9845 9697  
Facsimile: 9842 8698  
Email: admin@gscha.com.au

10 March 2016

Alex Bott  
Senior Planning Officer  
City of Albany  
PO Box 484  
ALBANY WA 6331



City of Albany Records  
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A158499  
16 MAR 2016  
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Dear Alex,

**Re: Development Application for Proposed 20 Unit Student Housing Facility at 28 - 30 Stirling Terrace, Albany WA**

I am writing to provide information regarding the management by Great Southern Community Housing Association, of the proposed 20 unit Student Housing development. This is to ensure that tenancies are more stringently managed than general housing tenancies, and any potential issues are dealt with quickly and efficiently.

To this end, the following outlines the management arrangements:

- A full time Caretaker will be employed who will reside in the Caretakers flat on site
- House Rules have been developed and must be abided by at all times (see attached)
- All tenants will be on "License to Occupy" tenancy agreements (see attached)
- Weekly inspections are carried out on an ongoing basis, and monthly if the tenancy is going well with no problems
- Tenants will be evicted within 24 hours if any illegal activity is carried out on the premises and police will be notified
- Tenants will be evicted within 48 hours for causing a nuisance or anti-social behaviour
- Tenants will be evicted within 4 days for non-payment of rent
- There will be a mix of tenancies including different genders and ages, local, regional, metropolitan and international students with the aim of ensuring a sustainable tenancy mix.

I have personally had a number of years' experience managing the 170 unit Student Housing facility at the Edith Cowan University in Perth. Very few problems occurred there primarily due to careful screening and early intervention if issues arose. Generally, the majority of



## REPORT ITEM PD124 REFERS

students were respectful of others, complied with house rules, kept the facility clean and were primarily focused on working hard and obtaining good results in their disciplines.

Great Southern Community Housing Association has an excellent track record managing nearly 400 properties across the Great Southern. Incidents of evictions and rent arrears have been much lower than the sector standard.

If you require further information, please don't hesitate to contact me by phone on 9845-9605, or email [kaz@gscha.com.au](mailto:kaz@gscha.com.au).

Yours Sincerely,



Kaz Sternberg  
CEO





## House Rules for 28 Stirling Terrace, ALBANY WA 6330

We advise that the **House Rules** form an integral part of your **License to Occupy Agreement** for the above mentioned Property and that your Occupation at the Premises relies on your adherence to these Rules as detailed below:

**We advise that if the following House Rules are broken it may result in an IMMEDIATE EVICTION.**

1. **No physical violence or threats of violence is permitted anywhere on the Premises (Immediate eviction)**
2. **No illegal drugs, substances and paraphernalia are to be brought onto, consumed, sold, manufactured, supplied or used on the premises by the tenant or their guests. (Immediate eviction)**
3. **No Stealing or another Occupant's belongings or food. No theft or damage to GSCHA property or belongings. Occupants will be charged for the replacement or repair. (Immediate eviction)**
4. **No Criminal Activity, item or unlawful act permitted anywhere on the premises. (Immediate eviction)**
5. **No drunken, disorderly and/or intoxicated behaviour anywhere on the premises. (Immediate eviction)**
6. **No smoking inside the house.** Smoking is not permitted within 5 metres of any building. Cigarettes are to be extinguished and placed in external bins or receptors.
7. **No verbal abuse, racism, and/or intimidation including (but not limited to) sexual, racial, discriminatory or general harassment towards any person by an Occupant or their visitors will be tolerated.**
8. **No entering another Occupant's room without their permission.**





9. **No weapons or items capable of being used as weapons are permitted on your person or at the Premises.**
10. **No exchanging, sharing or passing on of keys to other residents, visitors or the General public.**

**The Following is an overview of General House Rules – if these House Rules are broken a written warning is given by way of a Breach Notice.**

**Only one warning is given before a Termination notice is issued.**

11. **Rooms and shared areas within the premises are to be kept in a clean, hygienic and tidy state at all times.** All areas to be cleaned after use (stoves, toilets, bathrooms, lounge room etc). No personal items are to be left in common areas.
12. **No rubbish to be stored in cupboards or bedrooms.** All rubbish must be disposed of regularly. Please follow instruction when disposing of Rubbish and or Recycling.
13. **Any incidents, hazards, or damages are to be reported to Great Southern Community Housing immediately.**
14. **Occupants are responsible for their visitor and their visitor's behaviour.** If an Occupant is not at the premises, their visitors are not permitted entry to, or to remain at the premises. No more than 4 visitors at a time. No guest under 18 is permitted at the premises unless prior approval is granted from GSCHA. There are to be no visitors before 10.00am or after 9.00pm on any given day.
15. **No pets are allowed to be kept anywhere on the Premises.**
16. **Cooking and preparation of food is not permitted in rooms due to health regulations.** Cooking and food preparation is to occur in the kitchen area only.





17. Noise levels are to be kept to a minimum so as to not disturb the peace of other occupants. Causing a nuisance to other Occupants/staff or contractors of GSCHA is NOT PERMITTED.
18. All rooms will be inspected once a week and residents are required to give access for this purpose. At inspections cupboards, fridges and bathrooms will be inspected. Please note if room refrigerators are approved for the Occupant's use it must be maintained at a clean and hygienic standard.
19. **Any return to the property by evicted ex-residents will be considered trespassing. Tenants may not allow them access to the property.**
20. No overnight guests are permitted without prior permission from GSCHA.
21. It is the Occupant's responsibility to inform Great Southern Community Housing of any changes to your circumstances as soon as practicable. Great Southern Community Housing requests that you also advise if you will be absent from the Premises overnight or longer.
22. Electrical appliances are not permitted in rooms without the prior consent of GSCHA. Televisions, radios, hair dryers and other electrical equipment if permitted are to be in good and safe working order. **No Candles, incense, oil burners and kerosene heaters are allowed.**
23. All Complaints in writing to Great Southern Community Housing





## IN THE EVENT OF A FIRE

### Raise the Alarm

1. If safe to do so ensure the immediate safety of anyone within the vicinity of the fire.
2. Raise the alarm by shouting 'Fire, Fire, Fire'.
3. Phone 000 to contact the Fire Brigade.
4. Evacuate the immediate area.

### Fire fighting

5. If safe to do so and if trained in the use of fire equipment – attempt to extinguish the fire.
6. Choose the correct fire extinguisher. Do not use water or foam on an electrical fire.

### Evacuate

7. Evacuate the building via the nearest Exit.
8. Walk quickly and calmly to the assembly area.
9. Close doors and windows as you exit - do not lock doors. Leave lights on.

**I have read and understand the House Rules and the License to Occupy Agreement and agree to abide by them. I understand that the breaking of House Rules may lead to the termination of my accommodation.**

\_\_\_\_\_  
**Name of Applicant**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Signature of Housing Coordinator**

\_\_\_\_\_  
**Date**





This **LICENSE TO OCCUPY** is made on the **26TH** day of **FEBRUARY**, 2016 between:

**GREAT SOUTHERN COMMUNITY HOUSING ASSOCIATION (ABN 59 521 407 508)** being the registered proprietor of the premises, 1/87 Aberdeen Street, Albany in the State of Western Australia

And

**MIRANDA MAY RILEY** of:

**RM SEVEN (7), 28 STIRLING TERRACE, ALBANY WA 6330**, formerly of

**20 ARDROSS CRESCENT, COLLINGWOOD PARK, ALBANY WA 6330**

("The Occupant")

**1. LICENSE To OCCUPY:**

Great Southern Community Housing Association and the Occupant acknowledge that this Agreement is a **LICENSE TO OCCUPY** and is not a Residential Tenancy and is therefore not subject to the Residential Tenancies ACT 1987 as amended.

**2. LICENCE FEE:**

The Occupant hereby agrees to pay the sum of \$ **320.00** ("the LICENCE FEE") per fortnight in respect of **Room SEVEN (7)**, at 28 STIRLING TERRACE, ALBANY WA 6330 ("the Premises") The License Fee is payable fortnightly two weeks in advance from the commencement of the License. Failure to pay the Licence Fee is a Breach of this License and may result in a Termination of this License. The License Fee includes access to and use of shared areas such as the Kitchen, Dining, Common Areas, Lounge and Laundry.

The License Fee is subject to review and may be increased by Great Southern Community Housing Association by way of **30 days** written notice to the Occupant. The Occupant acknowledges that:

- (a) The License Fee and method of calculation of the License Fee may be reviewed annually and / or if the Occupant's Income varies; and
- (b) The method of calculation of the License Fee as at the commencement date is **25%** of the Occupant's Income plus Commonwealth Rent Assistance ("CRA")
- (c) The Occupant is obliged to notify Great Southern Community Housing Association of any change to his/her Income, within 14 days of such change (ie Increase)





### 3. Utilities Fee:

The Occupant acknowledges and Agrees that a Utilities Fee of T (\$30.00) dollars ("the Utilities Fee") per fortnight will be charged in addition to the Licence Fee from the Commencement Date. The Utilities Fee is payable fortnightly in advance and is subject to bi-annual review. The Occupant acknowledges that notwithstanding payment of the Utilities Fee, excessive use or wastage of water, gas or electricity by the Occupant may result in additional charges being incurred and payable by the Occupant.

### 4. Deposit

The Occupant agrees to pay a deposit of \$640.00 such deposit to be paid in full prior to or on the date of Commencement of this Licence to Occupy Agreement. The Deposit will be refunded on Termination of the License as long as at the date of Termination there are:

1. No Arrear Licence Fees Outstanding
2. No Damages requiring Repair/Replacement of any items or Cleaning Costs or other Expenses occasioned by the Occupant
3. The Key for the Room has been Returned to Great Southern Community Housing

The Occupant is Acknowledges and Accepts that any Arrears of Costs associated with Repair or Replacement from Damage to the Room of Premises, will be deducted from the Deposit. Any Balance Deposit Monies Owing to the Occupant, upon vacating the Premises and after payment of any arrears or damages will be refunded as soon as is practicably possible to do so.

The Occupant acknowledges that as this is not a Residential Tenancy and therefore not subject to the Residential Tenancies Act, Great Southern Community Housing Association is not required to lodge the Deposit with the Bond Administrator.

The Occupant further Acknowledges and Agrees that if the Deposit is not sufficient to cover the costs of Cleaning, and Damage and Repairs to the Room or Premises by the Occupant, lost keys or any items supplied to the Occupant when the Occupant vacates, any debt that remains owing to Great Southern Community Housing Association will be pursued under GSCHA tenant Debt Policy and the necessary debt recovery action will be commenced, the costs of which will be Bourne by the Occupant.

### 5. Commencement Date and Term of Licence

This licence will commence on the 26TH day of FEBRUARY, 2016 ("the commencement date") and continue until the Licence is terminated by either party pursuant to the termination provisions in Clause 10 (whichever is the earlier) and **Subject TO:**





1. The Occupant successfully completing the Initial Trial period of Two Weeks which commences from the Commencement Date for the first Two Weeks of the Licence. The Occupant acknowledges that if any Breaches are issued by Great Southern Community Housing Association during the Trial Period, the License will not continue beyond that and the Occupant will be given Notice of the Termination of this License by Great Southern Community Housing Association. The Termination date will be 48 hours after the date of issue of the Termination Notice by Great Southern Community Housing Association, unless the Termination is for Violence, Threatening Behaviour, Possession or Use of Illegal Drugs or Criminal Activity.
2. The Occupant continuing to meet the Eligibility Criteria for Affordable Housing pursuant to Great Southern Community Housing Association Housing's Policies as may be updated from time to time.
3. All information provided in the Occupant's Application and during the Occupant's assessment interview being True and Correct. The Occupant Acknowledges and Agrees that any omission to disclose relevant information or any false disclosure of requested information can result in the Termination of the License, by Great Southern Community Housing Association.

#### 6. House Rules

The Occupant Acknowledges and Agrees to abide by the **House Rules** which the Occupant has been supplied at the time of Signing this License to Occupy Agreement. Great Southern Community Housing Association reserves the right to review and amend the House Rules from time to time and the House Rules current at the time of an act or omission resulting in a Breach will be enforced. Great Southern Community Housing will issue a copy of any updated House Rules to the Occupant and the updated House Rules will take effect immediately from when they are issued.

#### 7. Occupant's Responsibilities

The Occupant must:

- (a) Maintain the Room and Premises in a Reasonable state of cleanliness and in a Hygienic and Sanitary condition.
- (b) Notify Great Southern Community Housing of any Damage to the Room of Premises as soon as this occurs. Failure to report damage immediately may mean that the Occupant is Liable for the costs of repair.
- (c) Not attend any repairs to the Room or Premises without prior consent of Great Southern Community Housing Association.





- (d) Pay the cost of all repairs, resulting from damage caused by the Occupant or the Occupant's visitors, except those that result from reasonable fair wear and tear.
- (e) Not intentionally cause or permit damage to be caused to the Room or any part of the Premises.
- (f) The Occupant must not intentionally, negligently or recklessly cause or allow any other person to:
  - Cause Damage or Disrepair to the Room of any part of the Premises;
  - Threaten, abuse or cause injury to any employee or agent of Great Southern Community Housing Association including if appointed the onsite Caretaker: or
  - Any other person living and or working at the Premises
- (g) The Occupant Acknowledges and Agrees that the Occupant is responsible for the behaviour of any visitor or invitee of the Occupant to the Premises and that any unacceptable behaviour of an Occupants visitor may result in a Breach being issued to the Occupant and or the Termination of this License.

#### 8. Use of the Room and the Premises

- 1. The Room shall be used solely as a dwelling for Residential purposes of the Occupant only and the Occupant shall not cause or permit the Premises to be used for any other purpose without prior written consent from Great Southern Community Housing Association.
- 2. The Occupant shall not use the Room or any part of the Premises or cause of Permit the Room or any part of the Premises to be used for any Illegal purpose or in a manner that is against the **House Rules** and Council Regulations and By-Laws and shall not cause or permit a Nuisance. The Occupant must comply with all statutes and Local Laws in force, from time to time, relating to the room and the Premises.
- 3. The Occupant must not store any illegal of dangerous item, compound or substance including weapons of any nature on or in the Occupant's Room or any part of the Premises.
- 4. The Occupant must not cause or permit an interference with the reasonable peace, comfort, safety and or privacy of another person who resides or works in the Premises or the immediate vicinity of the Premises. The Occupant acknowledges that nuisance or antisocial behaviour including drunken and disorderly conduct at anytime is a breach of this Licence and may result in Termination of this Licence.
- 5. The Occupant is only permitted to park the Occupant's Vehicle at the Premises if the Occupant is granted a separate parking licence by Great Southern Community Housing Association and abides by the signed Terms and Conditions therein.





## 9. Breaches:

The Occupant Acknowledges and Agrees that a Breach of any of the conditions contained in this **Licence** of which Great Southern Community Housing **House Rules** and any attached **Annexures** form part, can result in **Termination**. Breach and Termination circumstances and time frames are outlined below:

TYPE OF BREACH	TIME PERIOD TO REMEDY BREACH	RESULT IF BREACH IS NOT REMEDIED
Arrears or non-payment of Licence Fee or Utility Fee (issued after 3 days after non-payment)	4 Days	Termination and Eviction within 48 Hours
Any Illegal or Criminal Activity (Please note that any serious Illegal or Criminal Activity that includes violence, threatening behaviour or Illegal drugs or substances result in Immediate Termination and Eviction)	2 Days	Termination and Eviction within 48 Hours
Violence/Threatening Behaviour (Including possession of any Weapons)	NIL – No Violence or Threatening Behaviour will be Tolerated	Immediate Termination and Eviction
Possession or use of Illegal Drugs at the Premises	NIL – No use of Illegal Drugs will be Tolerated	Termination and Eviction within 48 Hours
Drunken and Disorderly Behaviour	NIL –	Termination and Eviction within 48 Hours
Nuisance / Antisocial Behaviour	24 Hours	Termination and Eviction within 48 Hours
Unsatisfactory Room Condition, poor hygiene and cleanliness standards	4 days	Termination and Eviction within 48 Hours
Breach of other Licence Condition or House Rules not referred to above	4 days	Termination and Eviction within 48 Hours

## 10. Termination:

- Termination by an Occupant: The Occupant must give Great Southern Community Housing Association **seven (7)** days notice.
- Notice of Termination by Great Southern Community Housing Association will be issued as follow:
  - Violence and threatening behaviour – immediate termination and eviction.





- (2) Possession of Illegal drugs – Immediate Termination and Eviction.
- (3) Nuisance and Anti social behaviour – 24 hour notice of Termination.
- (4) Illegal or Criminal Activity (other than 1 & 2 above) – 2 days notice of Termination.
- (5) Arrear Licence Fee and Utility Fees, poor Room standards, Breach of House Rules – 4 days notice of Termination.

Please Note:

**On Termination, the Occupant must vacate the Room and Premises within the Prescribed time frame and in accordance with the vacating provisions of this Licence.**

#### **11. Personal Belongings:**

The Occupant acknowledges and understands that:

- (a) Any personal belongings left in the Room or at the Premises after the expiry of the Licence will be disposed of one week from the Termination date and the Occupant consents to this
- (b) Personal belongings and anything stored in the Room and/or the Premises by the Occupant are the Occupant's responsibility and Great Southern Community Housing Association accepts no responsibility for lost, stolen or damaged personal belongings.

#### **12. Maintenance and Repairs**

The Occupant undertakes to notify Great Southern Community Housing Association of any maintenance or repairs required in or at the Room or Premises immediately and that any urgent or emergency repairs required after hours will be immediately reported by notifying the onsite caretaker or failing being able to contact the onsite caretaker, by contacting Great Southern Community Housing Association office details. Failure to report maintenance requirements or damage may result in the Occupant being held accountable / responsible for the costs of the damage.

The Occupant should not carry out any repairs himself/herself. The Occupant may be charged for any unauthorised repairs carried out by the Occupant of damage caused by the Occupant.

#### **13. Inspections**

It is a requirement of the Health Act that Rooms and Communal areas at the Premises will be inspected. The Inspections will be carried out weekly on a scheduled day to be advised by Great Southern Community Housing Association. Occupants will be given two (2) days notice of the Inspection date. Unsatisfactory Inspections may result in a Breach being issued for poor hygiene and or cleanliness standards.

The Occupant Agrees and Acknowledges that:

- (a) If the Occupant is not in his / her Room at the time and date of the scheduled Inspection, or does not answer to a knock on the door by Great Southern Community Housing





- Association staff, staff will still access the Room to carry out and complete the Inspection even in the absence of the Occupant, utilizing GSCHA Housing's own key; and
- (b) Inspections include assessment of cupboards, fridges, bathrooms and bed linen.
  - (c) No notice is required to be given by Great Southern Community Housing Association to the Occupant when its staff or contractors inspect or access any common / shared areas within the Premises and that GSCHA has access to such areas at all reasonable times and in the event of an emergency or need for urgent repairs.

**14. Cleanliness and Hygiene:**

The Occupant is responsible for keeping his / her Room in a Clean and Tidy Condition and free from hazards and in a Hygienic state and condition. The Occupant is also responsible for making sure that the common areas are well maintained, clean and tidy and free from hazards after use. Throughout this Licence, referred to Room, includes the ensuite within the Room.

**15. Improvements / Alterations:**

**The Occupant is not permitted to make any alteration and/or improvements to the Room or Premises.**

**16. Keys and Access to Room and Premises:**

The Occupant will be supplied with a key to the Room and Premises and to a storage locker in the Kitchen. Great Southern Community Housing will keep a spare key for the Room at all times, in case of an emergency and for carrying out Inspections in the absence of the Occupant.

Lock and access devices must not be replaced, changed or added without notice to Great Southern Community Housing or the Occupant. Replacement of a lost Key or card will be at the expense of the Occupant.

**17. Grievances:**

The Occupant acknowledges that any grievances with other Occupants should be addressed in a Civil and respectful manner and in accordance with Great Southern Community Housing Association's Complaints Policy and Procedure.

**18. Premises Condition Report**

The Occupant acknowledges that the Room Condition Report ("RCR") attached to this License and that this reflects the state and condition of the Room as at the Commencement date. If the Occupant does not agree with the contents of the RCR the Occupant is to notify Great Southern Community Housing Association within 48 hours of the commencement date. The Occupant acknowledges that he / she will be responsible for any damage to the Room, or Premises or any missing or damaged furniture and the cost of replacement and / or repair.

Please note: If the Occupant does not agree with the condition of the Room at commencement of the Licence, it is the Occupant's responsibility to amend the RCR as applicable and present it to Great Southern Community Housing Association.





**19. Communal Areas:**

It is the Occupants Responsibility to maintain Hygiene and cleanliness standards of the Communal areas such as the Kitchen/Dining, Lounge, Laundry, Verandah, Passage and Stairwell etc. Failure to do so or contributing to poor standards may result in a Breach.

**20. Occupant to provide:**

The Occupant acknowledges that Great Southern Community Housing supplies the Occupant on the commencement date with the bedroom furniture, linen, etc that is listed in the RCR. The Occupant further acknowledges that it is the Occupant's responsibility to supply all other personal, food and sanitary items.

**21. Support/Ability to Live Independently:**

**Support:** The Occupant acknowledges that if the Occupant is engaged with a support provider on commencement of this Licence, the Occupant is required to remain engaged with that support provider, until the support provider deems that the Occupant no longer requires support.

If the Occupant refuses, is unwilling, or unable to engage with the support provider and Great Southern Community Housing Association at its discretion deems the Occupant is unable to successfully sustain the tenancy granted under this Licence, GSCHA may Terminate this Licence.

**Independent Living:** The Occupant acknowledges that this Licence may pertain to unsupported accommodation and that if it becomes evident the Occupant is no longer capable of living independently due to a requirement for personal, health or mental health care needs, this Licence may be terminated by Great Southern Community Housing Association.

**22. Lockers**

The Occupant will be allocated one storage locker in the kitchen for the purposes of storing non-perishable kitchen supplies. It is the Occupant's responsibility to secure their own locker and Great Southern Community Housing Association accepts no responsibility for any loss or damage to the Occupants belongings that are stored in the storage locker.

**23. Emergencies**

The Occupant acknowledges that he / she has sighted the evacuation plans in respect of the Room and Premises and provided with a copy of the Emergency Procedures.

The Occupant acknowledges that in the event of an Emergency involving the Occupant, if it is necessary for Access Housing to call for medical attention or an ambulance for the Occupant, the cost of such medical attention and or ambulance will be the responsibility of the Occupant. In the case of an emergency threatening the safety or life of the Occupant and others residing, visiting or working at the Premises, or if the Building is at risk of a natural or other disaster such as fire or flooding, the Occupant undertakes to contact the necessary emergency services immediately.





#### 24. Laundry Facilities

1. Great Southern Community Housing Association will supply washing machines for the use of the Occupant. The Occupant is responsible for supplying his / her own washing machine suitable washing powder. The Occupant acknowledges that any washing left in the washing machine not claimed may be lost and assumes this risk when using the washing machine.

#### 25. Vacating

On or prior to vacating the Premises the Occupant is required to:

- (a) Provide Great Southern Community Housing Association with a forwarding address.
- (b) Leave the Room in a clean and tidy state as per the original RCR and return all items referred to in the RCR.
- (c) Return all keys
- (d) Return all Linen to the Onsite Caretaker.
- (e) Return Rent Card if issued with one.

**26. The Occupant Acknowledges and Agrees that he/she understands this Licence to Occupy and the Terms and Conditions contained therein, including the House Rules/Annexures and agrees to abide by them and further acknowledges that the breaking of the House Rules and Breaching of the Licence Terms and Conditions may lead to the Termination of this License and Eviction.**

**Signed By:**

**MIRANDA MAY RILEY**

Name of Occupant

Signature of Occupant

Date:

Great Southern Community Housing Association

Date:

Name of Housing Coordinator

Signature of Housing Coordinator

Date:



**Local Planning Scheme No. 1**  
**Application: Residential Buildings x 3 - P2150650**  
**Schedule of Submissions for 28-30 Stirling Terrace Albany WA**

Issue	Officer Comment
<p>The scale and size of the planned development is out of proportion to the existing streetscape and surrounding houses. The house at 26 Brunswick Rd would be completely shaded by three high two-storey buildings on its western boundary.</p> <p>Potentially removing building two.</p> <p>Various design elements are inconsistent with Norman House. Has wall colour and material to match existing Norman House been considered? Matching roof designs but different wall colour does not exhibit clarity of design intent.</p>	<p>In this instance the primary assessment policy is <i>State Planning Policy 3.1 - Residential Design Codes (R Codes)</i>. The proposal has been designed to be of a similar size and scale of the adjoining Norman house. An assessment of the proposal has been made and the proposal is compliant with setbacks. A variation has been proposed for a section of ridge height to be consistent with Norman House. Screening and/or minor openings have been proposed on eastern elevation to avoid overlooking. An overlooking variation to the northern boundary as received no response.</p> <p>The density of the site is set by Local Planning Scheme No.1 and development densities governed by the R codes. The density of the proposed development is compliant with the R codes. On this basis the City does not have the ability to remove development, such as this case, which is compliant with the applicable element of the R codes.</p> <p>Overshadowing is a provision of <i>State Planning Policy 3.1 - Residential Design Codes (R Codes)</i>. The R 30 density of the site allows for 35% of the adjoining properties site area to be overshadowed. An overshadowing assessment has been undertaken, with the maximum overshadowing on the adjoining property is 22% .</p> <p>When development is occurring next to a heritage building it is now common practice to seek to compliment the building through design.</p>



Issue	Officer Comment
	<p>This can be achieved through the replicating certain design features while having other components different. This approach is taken on the grounds that a clear delineation between the heritage building and current development is made. There would be a general presumption against the use of skillion roofs in such close proximity to the Historic Stirling Terrace Precinct.</p>
<p>Proposed parking facilities are is not adequately provided for. The present proposal contravenes parking requirements under the Planning and Development Act and should not be granted permission to proceed in its current form.</p>	<p><i>Local Planning Scheme No.1</i>, which is an instrument of the <i>Planning Development Act 2005</i> provides the standards for parking bay numbers and design. <i>Local Planning Scheme No.1</i> also provides options for cash in lieu of parking and joint use parking arrangement. Given the land use proposed and surrounding context of the development site, both options have been recommended as a condition of approval.</p>
<p>No provision appears to be made for noise control. A noise impact study undertaken by Environmental Consultant has not been submitted</p>	<p>An acoustic study is generally required in the instance where there is a likelihood that the land use may potentially breach the Noise regulations. In this instance, given that the proposed land use is of a residential nature, an acoustic report was not required. In response to noise concerns the applicant has lodged a management plan. The enforcement of the management plan would be require to be an ongoing condition of consent. The management plan proposes a number of measures to address noise, including ;</p> <ul style="list-style-type: none"> <li>• A full time caretaker living on site</li> </ul>



Issue	Officer Comment
	<ul style="list-style-type: none"> <li>• All tenants signing a tenancy agreement;</li> <li>• House Rules which all tenants are required to abide by, this includes behaviour standards and visitor exclusion hours; and</li> <li>• Tenants being evicted within 24 hours in the event of illegal activity and 48 hours in the event of anti-social behaviour.</li> </ul> <p>A copy of the management plan is available for review as an attachment to the Council Item.</p>
<p>Concerns regarding compliance with DFES, Building Code of Australia, disability access and Australian Standards.</p>	<p>The planning application for the City is only assessed under the scope of the Planning and Development Act 2005 and associated policies. The building permit process provides the legal requirement and assessment of the proposal against the Building Code of Australia and associated legislative requirement pertaining to disability access and fire.</p> <p>A Certified Building Permit will be required to be lodged to the City of Albany. This permit is required to detail how the proposal (including parking and access ways) complies with the Building Code of Australia, Disability Standard and any other agency requirements.</p> <p>In addition to the above, a condition of consent requires a vehicular parking and access plan to be submitted for approval. All car parking is required to be in accordance with Car parking and access is to be designed in accordance with the Australian Standard 2890.</p>



Issue	Officer Comment
	Application are referred within the City of Albany's internal Department and are advised of the various legislative requirements in addition to the BCA that are required to be met, this includes the provisions under Health legislation.
<p>Appropriate screening would be needed for any balconies or landings that overlook neighbouring properties. Detail of this screening has not been supplied for comment.</p> <p>Screening has not been provided for stairways and landings</p>	Details of screening will be required as a condition of planning consent. This is common practice in instances where screening has been proposed. Details of the screening are required to be submitted to the City of Albany for approval in accordance with the R codes. As stairways and landings are not outdoor areas which are used for entertainment, there is no ability to require screening through the R codes.
Proposed renovation and replanning of existing Norman House has not been submitted with the application.	The renovation of Norman House is not proposed as part of the current application. At the time such an application is received it will require a Heritage Impact Statement and details of works to be undertaken. Conditions are proposed as part of the current application in order to proceed the heritage interests on the subject property.
Location of bin storage has not been provided.	It is proposed that the matter of bin storage be addressed via a condition of consent. The location will be required to be suitably located and approved by the City of Albany.



Issue	Officer Comment
Details of fencing have not been provided for comment.	Fencing will be a matter for the applicant and relevant adjoining landowner. The Dividing Fences Act and Albany Fencing Local Law will provide guidance to both parties.
Concerns regarding disruptions during the construction period.	In order to mitigate and manage this issue it is proposed to apply a condition of consent requiring a construction management plan. Given the location of the site this will potentially involving traffic management details. Hours of construction are will also be an element of the management plans, however, hours of construction are ultimately governed and enforced by the City.