



# The Property Owners' Association of NSW

Quarterly Journal | November 2013

— poa- nsw —

# THE PROPERTY OWNERS' ASSOCIATION OF NSW



02 9363 3949



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## PRESIDENT'S REPORT AUGUST - NOVEMBER 2013

Welcome all to our last edition of the journal for 2013. Well how fast another year is coming to a conclusion. And what a roller coaster of a year and one of the busiest on record for your POANSW committee members. No stone was left unturned by the NSW government in an attempt to grab votes for the federal election from the public by overhauling over 80 pieces of legislation mainly to do with property ownership and property investment legislation and framework. Here are some of the important and crucial reforms your executive committee were involved in this year:

- Strata Title Act overhaul
- NSW Planning laws overhaul
- Swimming pool safety
- Child window safety
- Building/builders home warranty scheme overhaul
- Boarding House legislation
- Land Tax valuation process
- Repealing the 1899 and 1948 Landlord and Tenancy Act
- Caravan Parks and mobile homes legislation overhaul

But is everything now rosier and can we put our feet up? Well we don't think so and we are not about to get complacency. More work and lobbying ahead of us next year. I thank all those who contributed their time to all causes in 2013.

It was great to see and hear from our members statewide. Many new members joining this year. In fact a new record of new members.

A handful of ex-members returning as well, to be apart of our organization as someone they can talk to when in doubt. For those whose membership is due 1/1/14 your renewal notice is attached in this journal. Without your generosity we cannot keep the POANSW afloat. We do hope you renew for 2014 and beyond.

Your invitation to our end of year function scheduled for 4th December 2013 is enclosed. Our special guest and keynote speaker this year is Yasmin King, commissioner for NSW small business who will give a talk about the state of affairs. There are limited spaces for this event so we urge you to make a booking ASAP.

For now enjoy your property gains as another recent interest rate drop and possibly one or two more on the way spur's on the Sydney property market into a hot buying frenzy as auction clearance rates hover around 85% and home prices have moved upwards 7.5% in the last quarter. What a terrific end of year gift!

From all of us to all of you, have a happy and safe end to 2013.

Best Wishes,

*J. Gilmovich*

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### WELCOME TO OUR NEW MEMBERS:

S. Mirza	N. Archer
J. Nicholson	G. Douglass
M. Tsangaris	T. Brandtman
P. Squillaciotti	V. Kantaroglou
E. King	K. Nguyen
J. Stokes	N. Hafner
L. Davidson	

Cover photo by Robert Engberg  
<http://www.flickr.com/photos/engberg/4013936708/>

**PROPERTY OWNER'S ASSOCIATION OF NSW INC.**

*invites you to...*



**End of Year /Christmas Dinner Function**

Key Note Speaker:

NSW Small Business Commissioner

Yasmin King

Office of the NSW Small Business Commissioner

Following on after dinner special guest performance by renowned classical violinist Victoria Jacono (ex S.S.O) and piano accompanist Natalia Raspapova

on

**Wednesday 4th December 2013**

**6.45pm arrival for 7.00pm start (sharp)**

at

The Hughenden Hotel

14 Queen St, Woollahra

3 Course Dinner with red/white wine's

Cost: \$60.00 per person

RSVP: by 26 November 2013

Please contact The Hughenden Hotel to advise your attendance, make payment with Mastercard or Visa and arrange for any special dietary requirements should there be a need. No refunds will be accepted once payment is processed.

Ph: 02 9363 4863 or email [reservations@thehughenden.com.au](mailto:reservations@thehughenden.com.au)

*Seats are strictly limited, so we suggest booking as soon as possible.*



## **ASBESTOS REGISTER NOW REQUIRED BY LAW**

### **REDUCE THE RISKS AND COSTS OF REMOVAL**

Any Australian property built prior to 1980 has an increased chance that some form of asbestos material has been used in its construction. This can be a major concern for any investment property owner, particularly when faced with the potential health risks, and if necessary, the cost of asbestos removal.

If left undamaged asbestos does not usually pose a health risk; however, when asbestos has been disturbed or damaged, the fibres within it become a health concern to anyone exposed.

Due to the serious health risks associated with asbestos, it is now law in most states and territories across Australia that every commercial building constructed prior to 31st of December 2003 has an asbestos register and an asbestos management plan. It is the responsibility of the person with control or management of the property to ensure that this register and management plan is current.

An asbestos register lists all identified and assumed asbestos within a building. The asbestos management plan outlines the presence of asbestos as well as the safe work procedures, control measures and emergency procedures for a building containing any identified asbestos. This management plan must be kept up-to-date and reviewed at least once every five years.

In a situation where asbestos becomes hazardous, it may need to be removed. For a property owner, the cost of its removal can be a large burden. However, under Section 40-755 (Environmental Protection Act) of the Income Tax Assessment Act, a property owner is able to claim a deduction for the removal of asbestos from their income producing property if the asbestos poses a health risk.

The Australian Taxation Office allows the property owner to deduct the expenditure incurred for the main purpose of carrying out environmental protection activities. The removal of damaged asbestos from a residential investment property or commercial building is classified as an environmental protection activity as its sole purpose is to prevent contamination or pollution of a property.

When completing any improvement to an income producing property, including asbestos removal, make sure you contact a specialist Quantity Surveyor so that the remaining depreciable value of items being removed is captured. A post-work depreciation schedule should also be completed as any replaced items and structural improvements are eligible to be claimed and could mean a greater cash return from your investment property.

## **THUMBS UP FOR LANDLORDS, A RECENT TENANT SURVEY REVILES**

Prepare to be in SHOCK! The vast majority of tenants are happy with their landlords. This is deeply disturbing news to an association whose stock in trade is angry landlords complaining about their tenants and letting agents.

However, a survey by domain.com.au has found that more than 73 per cent of renters have good relationships with their landlords, the majority of whom fix problems with the properties promptly and efficiently.

Also, nearly 60 per cent of respondents think rental increases have been reasonable, and 64 per cent believe they are paying a fair market rate for their rental.

The survey was conducted in July and more than 1241 Domain newsletter subscribers and Survey Monkey participants responded in Sydney, Melbourne and Canberra.

## **WRITE-OFF UP TO \$6,500 INSTANTLY**

### **SIMPLER DEPRECIATION LAWS TO ASSIST SMALL BUSINESS**

Changes to the way small businesses are able to claim depreciation have been made from the 2012-2013 financial year.



B. When doing maintenance only on the valves to a heater (e.g.: Replacing duo valve, control valves and the like, or TPR valves etc).

Note: In all other areas other than ablutions, there are no temperature requirements, but it is highly recommended you discuss any requirements with your customer, BEFORE any installation work takes place

Reference:

AS NZS 3500.1:2003 Plumbing and Drainage, Part 4 Heated Water Services  
Plumbing Code of Australia 2013 Part B2



## LANDLORD SELLING? LOOKS LIKE YOUR TENANT IS FREE TO GO.

The new Residential Tenancies Act 2010 has now been in operation for five months. Regular visitors will recall that this Act marks the first comprehensive rewrite of renting laws in more than 20 years - fixing many flaws in the old 1987 Act, and bringing a few new measures in to reflect the changing of the times.

As with any new piece of legislation, what's written down by Parliament can mean different things to different people. It's only when disputes under a law are taken into the judicial system for arbitration that we can start to properly understand that law's meaning - because the courts generally get the last word on how to interpret a law. In the case of the Residential Tenancies Act 2010, the first port of call for arbitration is the Consumer, Trader and Tenancy Tribunal (CTTT).

Recently, the CTTT decided a case that helps to clarify part of the new law. At section 100(1)(c) the Act allows tenants to give notice to end a tenancy during a fixed-term (without having to compensate the landlord) - if the landlord tells the tenant that they're going to start selling the property. But there's a catch... The landlord must not have already told the tenant about the proposed sale before the tenancy began.

And, maybe, there's another catch. Another section of the Act - s26(2)(a) - requires a landlord to tell the tenant about a proposed sale before entering into a residential tenancy agreement (specifically, if a contract for sale has been prepared).

Until now, it has been unclear whether this would mean that tenants could not make use of the s100(1)(c) option, unless the landlord had failed to disclose an already existing intention to sell before entering into the agreement. In other words, if a landlord had no intention to sell at the beginning of the tenancy (and therefore had nothing to tell the tenant), could they later change their minds, and would this prevent the tenant from giving notice under section 100(1)(c)?

Tenants' advocates have formed a view on this - that the two sections of the Act can be read independently of one another - and this has now been successfully argued in the CTTT. In the case of *Kutzner v Kamp* (NSWCTTT unreported) the Tribunal stated:

The issue for determination is whether in these circumstances the tenants were entitled to give notice of termination under section 100(1)(c) of the Residential Tenancies Act 2010. I am satisfied that it is not a requirement of this provision that the landlord must have an intention to sell the property at the time of entering into the residential tenancy agreement which was not disclosed. It is only necessary for the landlord to have notified the tenant of such an intention during the fixed term without notice prior to commencement of the tenancy. "Disclosure" in the sense used in s100(1)(c) does not mean disclosing what was known to the landlord but rather whether prior notice had in fact been given of the landlord's subsequent decision.

The question arising upon the Tenant being told of the intention to sell, is whether the Tenant had been told at the commencement of the tenancy that this would happen. It is not an answer to say that the landlord did not know then that this would occur. If a landlord cannot give any indication of when a listing for sale is likely to proceed, there's a good chance your tenant may be able to distinguish, when it matters, between what was known to the landlord then, and any subsequent decision to sell. The POANSW continues to lobby this section of the Residential Tenancy Act for which its original intent and purpose has been misinterpreted by CTTT members. But for the moment advises its members to disclose to their potential tenant if they have an intention to sell the property.



## WINDOW LOCKS SAVE LIVES

Each year, around 50 children fall from windows or balconies in Australia. Many suffer serious injuries. Sometimes these falls are fatal.

Children aged between 1 and 5 years are most at risk and too young to judge potential danger.

### SAFETY TIPS

Here are some tips to keep kids safe:

- Don't be fooled by fly screens, they are designed to keep insects out, not your kids in. They are simply not strong enough.
- Windows should not be opened more than 12.5cm if they are above the ground floor. This is enough to let air in, but not enough for a child's head to fit through.
- Window locks can be easy and cheap to install. Watch our How to install window locks video on YouTube. And remember, there are options that don't require drilling.
- If you rent, you must get written permission from your landlord before you drill. Landlords cannot refuse permission unless they have a very good reason.
- Keep furniture away from windows and the edge of balconies to prevent children climbing up and falling off. Beware of light furniture that children can move around.

What is being done about this?

To help prevent the incidence of falls, the NSW Government has developed a broad range of measures. These law reforms include:

- An amendment to the Strata Schemes Management Act 1996 to require owners corporations to install safety devices on all windows that present a safety risk to young children. It will have a 5 year implementation period
- Amendments to allow individual strata owners to install window safety devices regardless of the by-laws of a scheme
- An amendment to the Residential Tenancies Regulation 2010 to include window safety devices in the prescribed condition report for rental premises.

The Children's Hospital at Westmead (CHW) Working Party for the Prevention of Children Falling from Residential Buildings released a report with recommendations about how to address this issue.

The outcomes report is available on the Kids Don't Fly page website.

### WINDOW AND BALCONY SAFETY

There are a number of simple, commonsense steps you can take to reduce this risk. For example locks or guards can be fitted to windows so that they cannot be opened more than 12.5cm, except by an adult. Fair Trading has produced two short videos about window safety presented by DIY guru and TV personality, Rob Palmer. They include easy step-by-step instructions on how to install window safety devices yourself. You can watch the new Window safety video series on their website.

The NSW tenancy laws require landlords to provide and maintain locks and security devices to make the premises reasonably secure. Landlords cannot unreasonably refuse permission for tenants to make minor changes to rental premises, such as installing child safety window locks.

### SECURITY

Landlords must provide and maintain locks or security devices to ensure that the premises are reasonably secure. What is reasonably secure will vary in different situations.

The likelihood the premises may be broken into will have a bearing on the type and standard of locks needed to make a property reasonably secure. This will depend largely on the area in which the premises are located. The level of security needed for a ground floor unit may be greater than for a unit on an upper level. Landlords do not have to make the property so secure that the premises can never be broken into. The requirements of insurance companies are not the sole test of what is 'reasonably secure', but are merely one factor to be taken into account.

Tenants can change or add locks or security devices with the landlord's consent, or if it is reasonable to do so, such as in an emergency (e.g.. If the premises have been burgled and keys are missing or if their key breaks off in the lock). The tenant should give the landlord a copy of the new key within seven days. If the premises are not reasonably secure, tenants should raise this matter with the landlord or agent as soon as possible.



## RETIREMENT VILLAGES

Retirement village operators in NSW are required to comply with laws that:

- Set out key rights and obligations for residents and operators, ensure prospective residents are given important information before they sign a contract, require village contracts to be in a standard form, and provide a system for resolving disputes.

### RECENT CHANGES TO THE LAW

On 1 October 2013, new requirements came into effect for village contracts and information disclosure to prospective residents:

The Retirement Villages Regulation 2009 has been amended to include three new mandatory documents:

- General inquiry document
- Disclosure statement
- Standard retirement village contract

The general inquiry document is a new form, which is compulsory from 1 October 2013. The new disclosure statement replaces the previous disclosure statement. The new form must be used from 1 October 2013.

Any village contracts entered into on or after this date must be in the standard form. Village contracts that were entered into before 1 October do not need to be changed. If the old form of disclosure statement was given to a resident before 1 October, it can be attached to their new contract.

Useful contacts and more information::

Aged & Community Services Association of NSW & ACT

Represents retirement village residential aged care and community care providers within the non-profit sector.

Level 3, 9 Blaxland Rd, Rhodes NSW 2138

Tel: 8754 0400 or 1800 424 770 (country callers)

[www.agedservices.asn.au](http://www.agedservices.asn.au)

Retirement Living Council

Represents retirement village operators, owners, managers, developers, investors and industry specialists across Australia. They can provide information on member villages.

[www.retirementliving.org.au/industry](http://www.retirementliving.org.au/industry)



## ANSWERS TO CONCERNS RAISED BY TENANTS ABOUT CLEANLINESS IN A RENTAL PROPERTY

**Q: It wasn't until I had moved in to my new home that I realised there was an infestation of cockroaches? I want to get the house sprayed but the agent has told me I will have to pay for it. What are my options?**

**A:** A landlord is required to provide and maintain the rental premises to a reasonable state of repair so it is fit for habitation.

The infestation should be noted on the condition report. There is a dedicated section on the report to indicate whether there are any pests and vermin at the start of the tenancy. It is important that the condition report reflects the state of the home when first taken occupancy as it may be used as evidence at the end of the tenancy.

If the landlord or their agent does not take appropriate steps to ensure that the property is pest-free then an application can be brought forward to the Consumer, Trader and Tenancy Tribunal (CTTT) for orders. The CTTT can order the landlord to perform the work and possibly reduce your rent until the work is completed.

**Q: Who is responsible for the removal of mould if it develops during the tenancy?**

**A:** It depends on the circumstances. The landlord and tenant are both responsible for making sure the rented premises are liveable.

The removal of mould depends on why the mould developed. For instance, if the mould developed because the tenants allowed a build-up of moisture within the premises by never opening any windows then it could be up to the tenants to pay for the removal.

However, it may be the landlord's responsibility to remove the mould if they neglected to make repairs to the property or if the property lacked sufficient ventilation which resulted in a build-up of moisture.

Timing is also a factor. If the mould develops close to the start of the tenancy, it could be considered pre-existing damage. The condition report contains a dedicated section on mould and tenants should note the presence of mould if it is discovered at the time of completing the report.

Ultimately a case by case approach is taken when deciding who is responsible for the removal of mould. This also applies when damp develops during a tenancy. Where mould or damp develops, tenants must notify the landlord or the agent as soon as possible. If there is a dispute regarding the repairs, an application can be made to the Consumer, Trader and Tenancy Tribunal.

**Q: I have just conducted an inspection and was appalled with the filthy state of the property. What are my options?**

**A:** Tenants are responsible for keeping the rented premises in a reasonable state of cleanliness while they are living there. This is a standard term of the tenancy agreement.

If you consider that the tenants are failing to do so, you should write to the tenants giving them time to clean up before performing another inspection. This can simply be a notice to remedy a breach of the tenancy rather than a termination notice. If the premises are still in an unsatisfactory state, you can seek orders from the Consumer, Trader and Tenancy Tribunal for the tenants to comply.

Continued failure to maintain the premises to a reasonable state may be considered a breach of the agreement. If a breach has occurred, you are able to issue a termination notice providing 14 days for the tenants to leave.

If the tenants refuse to leave, you can make an application to the Tribunal for a possession order. The evidence provided at the hearing will determine whether the Tribunal issues a possession order. Evidence could include photographs of the premises, letters sent to the tenant about the state of the premises and whether the termination notice was served properly.

**Q: Carpets – who is responsible for cleaning them at the end of the tenancy?**

**A:** At the end of the tenancy, the tenant is required to leave the premises in a similar condition as when they first moved in. This includes the carpet. There needs to be an allowance made for fair wear and tear.

For example, the tenant is not responsible for furniture marks on the carpet and worn carpet in high traffic areas as these are considered to be fair wear and tear. However, if the tenant has damaged the carpet, such as by spilling wine on it, then they would need to have the carpet cleaned. The law was changed in 2010 making it illegal for a carpet cleaning clauses to be included in the tenancy agreement unless the tenant has a pet.

**Q: The agent has refused to refund my bond because the skirting boards are dusty. The property is in better condition than when I moved in. Is the agent/landlord allowed to do this?**

**A:** There is an expectation that a rental premises is left in a similar condition to when first moved in. Fair wear and tear is considered when deciding this.

For minor issues such as dusty skirting boards, blinds, light fittings & curtains a tenant should be given one further opportunity to clean the dust at the time of the final inspection or be allowed access to do so. Failure to get this cleaning done satisfactorily the second time round allows a landlord to appoint a professional cleaner and charge out the fee against the tenants bond.

**Q: How important is the condition report?**

**A:** The simple answer is that the condition report is crucial.

The landlord must provide the incoming tenant with a completed condition report. In turn, the tenant must complete their part and return the report within 7 days of receiving it. The condition report is required regardless of whether or not a rental bond is taken.

Both parties are required to complete two condition reports; one at the start of the tenancy and the other when the tenant(s) moves out.

The condition reports are a key piece of evidence at the end of the tenancy if there is a dispute about who should pay for cleaning, damage or the replacement of missing items. This is primarily done by comparing the two reports. Where a dispute arises and a condition report was not completed at the commencement of the tenancy, it can often be up to the landlord to prove they are right.



## A HOUSING DIVERSITY PACKAGE FOR THE GROWTH CENTRES

The POANSW welcomes the NSW Government's 'Housing Diversity Package'.

The Package includes proposed changes to the Growth Centres SEPP and the associated Growth Centre Precinct Development Control Plans, along with the introduction of the Housing Choice and Affordability in Growth Areas Dwelling Diversity Guide.

The 'Housing Diversity Package' offers new housing options and addresses affordability barriers to housing supply in the North West and South West Growth Centres.

By enabling smaller lot development and increased medium density housing choices in the Growth Centres, the State government aims to increase the choice and delivery of housing.

Amendments provide for:

- Townhouse and villa-style housing across a wider range of areas;
- Studio dwellings - or 'Fonzie flats' - located above garages in new housing developments that are strata subdivided from the main house so they can be sold separately;
- The introduction of Manor Homes on corner lots - a building type that appears as a two-storey home, but contains four separate units;
- Standard minimum lot sizes of 225m<sup>2</sup> in low density areas, compared to between 250-360m<sup>2</sup> at present; and the minimum lot size to be varied down to 125m<sup>2</sup> in areas capable of supporting higher densities.

The changes meet objectives in the State's White Paper – A New Planning System for NSW, where planning controls are to be evidence-based and facilitate the feasibility of development.

The explanation of the intended effect of the proposed changes and draft documentation are on public exhibition for comment.

### Demand softens in Sydney's office market

Soft demand has seen the vacancy rate in the Sydney CBD commercial office market increase to 8.9 per cent, according to the Property Council of Australia's latest Office Market Report.

The vacancy rate across the CBD rose from 7.2 per cent to 8.9 per cent in the six months to July 2013 - with all grades posting an increase in vacancies.

Net absorption fell 26,984sqm – which makes it the weakest number recorded since January 2010

The combination of negative demand and supply additions totalling 90,843sqm was the main story behind the numbers.

The only grade of assets to record positive demand was premium.

Yet the net absorption of 36,393sqm was offset by 59,100sqm in supply additions and the vacancy rate rose from 6 per cent to 8.3 per cent in the six months to July 2013.

The A grade office vacancy rate rose from 7.4 per cent to 10.2 per cent with 30,743sqm of supply additions and negative net absorption of 27,846sqm.

The B grade vacancy rate rose from 7.2 per cent to 8 per cent over the same period, C grade rose from 8.4 per cent to 8.6 per cent and D grade from 6.5 per cent to 7.4 per cent.

Future supply includes 47,124sqm in the second half of 2013, with 53,192sqm scheduled for 2014 and 322,167sqm due to come online from 2015 onwards.

### ANALYSIS & COMMENTARY – SYDNEY CBD, JULY 2013

#### Headline comments:

- Sydney CBD posted an increase in vacancy in the six months to July 2013
- This was due to supply additions and negative demand
- All grades of space posted vacancy increases over the period

#### Vacancy analysis:

- Vacancy in the Sydney CBD office market increased from 7.2 per cent to 8.9 per cent
- This was due to 90,843sqm of supply additions, and -26,984sqm of net absorption which is the weakest since January 2010
- There were 29,191sqm of withdrawals

Source: *The Property Council of Australia - July Report 2013*



## HOME BUILDING REFORM MOVES AHEAD

Minister for Fair Trading Anthony Roberts yesterday released a Position Paper outlining reforms that will be made to the Home Building Act 1989.

The Position Paper follows the Government’s consultation paper released in July last year and extensive consultation with industry and the community.

The reform package touches on several areas of the home building legislation including dispute resolution, statutory warranties, home building contracts, owner-builder obligations, home warranty insurance and licensing.

Key elements of the reform package include:

- A clearer definition for structural and major defects – and the inclusion of fire safety systems and water proofing as major defects
- The introduction of an expert determination model to resolve technical issues in defect disputes
- Requiring homeowners to notify builders of defects within 6 months and allowing the builder reasonable access to undertake rectification work.

The POANSW is pleased with the direction of the reforms and will continue to work with Government on other crucial issues relating to the residential building sector.

The Government intends to introduce legislation into the Parliament to give effect to the reform package by the end of 2013, with the reforms expected to commence in mid-2014.

For more information visit: <http://bit.ly/15SquYn>



## BOARDING HOUSE LEGISLATION UPDATE

As of the 1st of October 2013 the final pieces of the NSW governments legislative reforms of boarding house industry took effect.

From now on all registrable boarding houses in NSW must fully comply with the Boarding House Act 2012 and Boarding House Regulations 2013.

Some of the notable changes now enforceable include:

- Compulsory registration with the Department of Fair Trading. Since the July 1 2013 deadline for registration over 500 boarding houses have registered.
- Local councils will be granted more and extensive powers, and will be required to inspect all boarding houses annually, so as to ensure that they are fully compliant.
- Boarding houses with less than 12 beds will now have to meet tougher standards set in Local Government (General) Regulation 2005 (Part 1 Schedule 2).
- Occupants of registrable boarding houses will be provided with principle based occupancy rights outlined in Schedule One of the Boarding House Act. Operators will be required to provide residents with written occupancy agreements and house rules (terms and conditions) that comply with the occupancy principles outlined in schedule one.
- Further local councils will be empowered to seek out and attend to any suspected illegal Boarding Houses.
- Part 4 covers the newly named Assisted Boarding Houses (previously termed by regulators as Tier Two Licenced Residential Care facilities).
- Of note, any dispute that can’t be resolved can be brought before the CTTT tribunal, which may award costs, as outlined in clause 32 of the Boarding House Act.
- Severe penalties (up to \$11000) will apply for failure to comply with the new Act.

The NSW government has provided a number of sites which you can access on line to obtain further information. Most of these links can be accessed from either:

The NSW Government Fair Trading Website: [http://www.fairtrading.nsw.gov.au/ftw/Tenants\\_and\\_home\\_owners/Boarding\\_houses.page](http://www.fairtrading.nsw.gov.au/ftw/Tenants_and_home_owners/Boarding_houses.page)

The NSW Government Family and Community Services website: [http://www.adhc.nsw.gov.au/sp/delivering\\_disability\\_services/boarding\\_house\\_program/boarding\\_house\\_reform](http://www.adhc.nsw.gov.au/sp/delivering_disability_services/boarding_house_program/boarding_house_reform)

The NSW Government CTTT website:  
[http://www.cttt.nsw.gov.au/Divisions/General/Boarding\\_house\\_disputes.html](http://www.cttt.nsw.gov.au/Divisions/General/Boarding_house_disputes.html)

Also copies are available of The Boarding House Act 2012 Guide for Councils, for local council inspectors which contains relevant contact and background information on the Act and the Regulation.  
[http://www.fairtrading.nsw.gov.au/biz\\_res/ftweb/pdfs/Tenants\\_and\\_home\\_owners/Guide\\_for\\_councils\\_boarding\\_houses.pdf](http://www.fairtrading.nsw.gov.au/biz_res/ftweb/pdfs/Tenants_and_home_owners/Guide_for_councils_boarding_houses.pdf)

These provisions now enacted represent the most significant legislative change to boarding house operations in a generation. Operators should review these new laws so as to ensure that they are not in breach of the Boarding House Act or Regulations. Failure to do so can lead to significant penalties.



### **POANSW MEMBERSHIP RENEWAL DUE 1/1/2014**

For those long term members whose membership subscription runs from 1st January to 31st December each year, a reminder to renew your annual subscription.

In this journal is your renewal notice to fill out and return to us. Membership is \$80.00 for 1 year or \$140.00 for 2 years.

Please note Amex cards are not accepted. Visa or MasterCard payment is fine, so are cheques. Alternatively you can pay using our online payment (Paymate) facility at [www.poansw.com.au](http://www.poansw.com.au) or download a membership renewal form to post to us.



## **GENERAL NOTICE TO PAST MEMBERS**

### **BILL MCLEAN (PAST POANSW PRESIDENT) PASSES AWAY**

Our John O'Connor former POANSW president had the great privilege of knowing Bill for approximately 35 years and reports that Bill was a highly successful investor in property. John reports that "he thankfully was most generous in sharing his great expertise in property investment and management and his personal time". John reports that he was lucky enough to have spent one on one time with Bill including many lunches. He was influential in my accepting the role of President back in the early 90's.

Bill, as well as serving as President and being a major contributor to the effectiveness of the POANSW in providing material, helpful and significant advice to members, was the one who established the Boarding House Division, which as we all know, in addition to being invaluable to boarding house investors, enabled the survival of the POANSW itself.

The POANSW committee sends their condolences to Bill's family.



### **POANSW IS NOW ON FACEBOOK - CONNECT WITH US!**



You can find our page at the weblink below, or search for: "The Property Owners' Association of NSW Inc"

<http://www.facebook.com/pages/The-Property-Owners-Association-of-NSW-Inc/249180278552943>



# MEMBERSHIP RENEWAL APPLICATION FORM

We strongly rely on your generosity to keep this organisation afloat.

Please fill in this form in full so our records are current. Visit our website to join online and an automated tax invoice will be generated for your records. Cheque or credit card accepted.

Please provide as much info as possible below.

## SUBSCRIPTION OPTIONS:

**\$80.00 for 12 Month Subscription, or \$140.00 for 24 Month Subscription. Both are tax deductible.**

Name:	Surname:
Partner's Name:	
Company Name:	
Address:	
Postal Address:	
Email Address:	Telephone:
Mobile:	Fax:

Please select the type of property/s you own:

Residential     Commercial / Industrial     Private Hotel / Boarding House

## CREDIT CARD PAYMENT DETAILS (AMEX cards not accepted):

Please debit my credit card for (tick):     \$80.00     \$140.00

Cardholder's Name:	
Card No:	Card Type:
Expiry Date:	CVV Number: <i>(last 3 digits, found on the back of your card)</i>
Signature:	Date:

## ALTERNATE CHEQUE PAYMENT DETAILS:

My cheque for (tick)     \$80.00 /     \$140.00 is enclosed. I, the undersigned, hereby make application to renew my membership of the Property Owners Association of NSW Inc, and agree to abide by the Association's Constitution and By-laws.

Signature:	Date:
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Post or email your application to:  
Property Owners Association of NSW Inc.  
PO Box 329, Bondi Junction NSW 1355  
[memberships@poansw.com.au](mailto:memberships@poansw.com.au)



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