



UPPER HUNTER SHIRE COUNCIL

GENERAL INFORMATION AND CONDITIONS OF OCCUPANCY

INDEPENDENT LIVING UNITS, LIVERPOOL LODGE

1. Facilities Provided

Liverpool Lodge is comprised of eight (8) self-contained units and one (1) cottage. Each unit contains a living room, bedroom, kitchen and separate laundry/bathroom.

The units are equipped with a stove, light fittings, reverse cycle air-conditioning, built-in wardrobe, kitchen cupboards and storage cupboard, carpet in the living room and bedroom, and vinyl in the kitchen with blinds on all windows. It is the responsibility of the occupant to provide all other furnishings.

Limited uncovered car parking is available for residents to park their cars.

2. Eligibility

- (a) Preference will be given to persons who are at the time of application for accommodation residents of the Murrurundi area.
- (b) People who are classified as aged. **“Aged Person”** means a person aged 55 years or over. A person not being an aged person may reside with an aged person in housing for aged persons.

(Ref: Planning and Environment Legislation Planning policy No. 5).

- (c) Residents must be in reasonably good health and not require full time nursing attention, and shall be able to care for themselves. A Doctor's Certificate is required to certify this.
- (d) The unit must be the sole or principal place of abode.

3. Occupancy

- (a) Admission to occupants is at the sole discretion of the Upper Hunter Shire Council (hereinafter referred to as "Council) through its Committee of Management.
- (b) It is a condition of occupancy that residents abide by the conditions set down by this document to the best of their ability.
- (c) The right of occupancy ends, when a resident dies, if the resident decides to vacate the unit, if the resident abandons the premises or if the Residential Tenancies Tribunal agrees there has been a serious breach of the Conditions of Occupancy. In the event of the death of one partner, Council may grant continued occupancy to the surviving partner.

4. Tenancy

The basic policy of Council is to give security of accommodation and to give an assurance of a minimum of interference to the privacy and independence of occupants.

5. Conduct

Residents should endeavour to live in harmony with their fellow residents and respect their rights wherever possible.

6. Rental

- (a) Rental is determined by Council and is payable fortnightly, in advance. The method of determining rental fees will be in accordance with legislation.
- (b) During occupancy of the units, residents will be responsible for payment of all moneys due for electricity (separately metered to each unit), rental of telephone (if connected) and other outgoings

in respect of their units. (Provision is made in each unit for a telephone connection).

7. Rent in Advance

A resident will be asked to pay one fortnight's rent in advance from the first day of occupancy of the unit.

8. Rental Bond

A bond will be charged on entry to the unit. The charge will be equivalent to the amount of four (4) weeks rent.

9. Safety

- (a) In the interests of the safety of themselves and other, residents are not permitted to smoke indoors.
- (b) The use of kerosene or similar open flame heaters is not permitted.

10. Visitors

- (a) Residents are entitled to have relatives and friends visit them at anytime.
- (b) No person is permitted to take up residence with a resident, however, visitors may stay overnight or for limited periods.
- (c) Units may not be sub-let or hired.

11. Appearance

- (a) Residents are requested to assist in maintaining the good appearance of the complex by not displaying washing etc. on verandahs or from windows. Garbage cans are to be left at the rear of units.
- (b) Vehicle repairs are not to be carried out within the vicinity of the premises.

12. Pets

Pets shall not be kept on the premises without the written approval of Council.

13. **Illness**

- (a) Accidents or injuries involving residents are to be reported to Council without delay.
- (b) Should a resident require hospital or nursing home care, such arrangements are the responsibility of the resident and/or medical advisor or family.
- (c) Authorisation is given to Council to notify his or her next of kin or representative named in the records, of the occupant to enable such representative to make proper and adequate arrangements.

14. **Residents Input into Management**

It is possible for the resident to provide input into the management of the units. Structures allow residents:-

- (a) To have input into and agree to the budget for each financial year.
- (b) To have input into and agree to any change in services or facilities which involve either increased costs to residents (beyond those agreed to in Council's budget relating to Liverpool Lodge) or may lead to a loss of amenity by the residents.
- (c) To have input into and agree to proposals to the upgrading buildings, fixtures or fittings where the residents are financing the whole or part of the capital or recurrent cost of the work.
- (d) To contribute to the establishment of rules and to have input into and agree amendment or addition to the existing rules.
- (e) Council encourages residents to participate in regular resident's meetings.