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THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 10.7 (2) OF THE ABOVE ACT.

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**1. Names of relevant planning instruments and DCPs**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(A) **Local Environmental Plans**

The Hills Local Environmental Plan 2019, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

**State Environmental Planning Policies**

SEPP No.19 - Bushland In Urban Areas  
 SEPP No.21 - Caravan Parks  
 SEPP No.33 - Hazardous And Offensive Development  
 SEPP No.50 - Canal Estate Development  
 SEPP No.55 - Remediation Of Land  
 SEPP No.64 - Advertising And Signage  
 SEPP No.65 - Design Quality Of Residential Apartment Development  
 SEPP No.70 - Affordable Housing (Revised Schemes)  
 SEPP (Building Sustainability Index: Basix) 2004  
 SEPP (State Significant Precincts) 2005  
 SEPP (Mining, Petroleum Production And Extractive Industries) 2007  
 SEPP (Miscellaneous Consent Provisions) 2007  
 SEPP (Infrastructure) 2007  
 SEPP (Exempt and Complying Development Codes) 2008  
 SEPP (Affordable Rental Housing) 2009  
 SEPP (State and Regional Development) 2011

SEPP (Vegetation in Non-Rural Areas) 2017  
 SEPP (Educational Establishments and Child Care Facilities) 2017  
 SEPP (Primary Production and Rural Development) 2019

Sydney Regional Environmental Plan No. 9 Extractive Industry (No.2 - 1995)  
 Sydney Regional Environmental Plan No. 20 Hawkesbury – Nepean River  
 (No.2 – 1997)

The following SEPP's may apply to the land. Please refer to '**Land to which Policy applies**' for each individual SEPP.

SEPP (Housing For Seniors Or People With A Disability) 2004

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the

proposed instrument has been deferred indefinitely or has not been approved).

(A) **Draft Local Environmental Plans**

Draft The Hills Local Environmental Plan 2020 applies to this land.

**Refer Attachment 1(2)(A)**

(B) **Proposed Local Environmental Plans**

Proposed The Hills Local Environmental Plan 2019 (Amendment No.) applies to this land.

**Refer Attachment 1(2)(B)**

(C) **Proposed State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)  
Draft Remediation of Land State Environmental Planning Policy  
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019  
Draft Activation Precincts State Environmental Planning Policy  
Draft Housing Diversity State Environmental Planning Policy

- (3) The name of each development control plan that applies to the carrying out of development on the land.

**The Hills Development Control Plan 2012**

Note: the land is within The Hills Development Control Plan 2012 Part B map sheet. Refer Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) to view the map sheet.

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

**2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

- (A) The Hills Local Environmental Plan 2019 applies to the land unless otherwise stated in this certificate and identifies the land to be:

**Zone B2 Local Centre**  
**Zone SP2 Infrastructure**

Draft The Hills Local Environmental Plan 2020 applies to the land and identifies the land to be:

**Zone B2 Local Centre**

**Refer Attachment 1(2)(A) and 2(B)(1)**

**Zone SP2 Infrastructure**

**Refer Attachment 1(2)(A) and 2(B)(1)**

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

**Refer Attachment 2(B)  
and 2(B)(1)**

Also refer to the applicable instrument for provisions regarding Exempt Development

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

**Refer Attachment 2(B)  
and 2(B)(1)**

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

**Refer Attachment 2(B)  
and 2(B)(1)**

- (E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

**The Hills Local Environmental Plan 2019?**

**NO**

**Draft The Hills Local Environmental Plan 2020?**

NO

**Any other Planning Proposal?**

NO

(F) Whether the land includes or comprises critical habitat?

**The Hills Local Environmental Plan 2019?**

NO

**Draft The Hills Local Environmental Plan 2020?**

NO

**Any other Planning Proposal?**

NO

(G) Whether the land is in a conservation area (however described)?

**The Hills Local Environmental Plan 2019?**

NO

**Draft The Hills Local Environmental Plan 2020?**

NO

**Any Other Planning Proposal?**

NO

(H) Whether an item of environmental heritage (however described) is situated on the land?

**The Hills Local Environmental Plan 2019?**

NO

**Draft The Hills Local Environmental Plan 2020?**

NO

**Any other Planning Proposal?**

NO

**2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
  - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
  - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.
- (A) State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan) does not apply.**

State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) applies to the land unless otherwise stated in this certificate and identifies the land to be:

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan) does not apply.**

Note: This precinct plan applies to land within the Box Hill Precinct or Box Hill Industrial Precinct.

- (B) The purposes for which the instrument provides that development may be carried out within the zone without development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Exempt Development.

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent:

**Refer Attachment 2(B)**

Also refer to the applicable instrument for provisions regarding Complying Development

- (D) The purposes for which the instrument provides that development is prohibited in the zone:

**Refer Attachment 2(B)**

- (E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

**Any amendments to State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (F) Whether the land includes or comprises critical habitat?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (G) Whether the land is in a conservation area (however described)?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

- (H) Whether an item of environmental heritage (however described) is situated on the land?

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct Plan)?**

**NO**

**State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 11 The Hills Growth Centre Precincts Plan)?**

**NO**

**3. Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Housing Code, Rural Housing Code, Low Rise Housing Diversity Code and Greenfield Housing Code**

Complying development under the Housing Code, Rural Housing Code, Low Rise Housing Diversity Code and Greenfield Housing Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

**Housing Alterations Code and General Development Code**  
Complying Development under the **Housing Alterations Code** and General Development Code **may be** carried out on the land.

**Commercial and Industrial (New Buildings and Additions) Code**  
Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land **unless** the development is carried out on any part of the lot that is not affected by the following specific land exemption/s:

The land is reserved for a public purpose in the environmental planning instrument. Refer to the Land Zoning Map of the applicable instrument.

**Commercial and Industrial Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes**  
Complying Development under the Commercial and Industrial Alterations, Container Recycling Facilities, Subdivision, Demolition and Fire Safety Codes **may be** carried out on the land.

Note: Where reference is made to an applicable map, this information can be sourced from the following websites:

The Hills Local Environmental Plan 2019 - [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au)  
State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Appendix 2 North Kellyville Precinct) or (Appendix 11 The Hills Growth Centre Precincts Plan) – <http://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/North-West-Priority-Growth-Area>

**4, 4A (Repealed)****4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**NO**

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

**5. Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Coal Mine Subsidence Compensation Act 2017?

**NO**

**6. Road widening and road realignment**

Whether or not the land is affected by any road widening or road realignment under -

(A) Division 2 of Part 3 of the Roads Act 1993; or

**NO**

(B) any environmental planning instrument; or

**NO**

(C) any resolution of council?

a) The Hills Development Control Plan 2012?

**NO**

b) Any other resolution of council?

**NO**

**7. Council and other public authority policies on hazard risk restrictions**

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Council's policies on hazard risk restrictions are as follows:

**(i) Landslip**

- a) By The Hills Local Environmental Plan 2019 zoning?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

- b) By The Hills Local Environmental Plan 2019 local provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

- c) By The Hills Development Control Plan 2012 provision?

**NO**

No resolution has been adopted but attention is directed to the fact that there are areas within the Shire liable to landslip.

**(ii) Bushfire**

**YES**

**Please note this is a statement of policy only and NOT a statement on whether or not the property is affected by bushfire. That question is answered in Section 11 of this certificate.**

The NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2018'. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

The Development Control Plan may also contain provisions for development on Bushfire Prone Land and Bushfire Hazard Management. Refer Part 1(3) of this certificate for the applicable Development Control Plan.

**(iii) Tidal inundation**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by tidal inundation.**

**(iv) Subsidence**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by subsidence.**

**(v) Acid sulphate soils**

**NO**

**(vi) Land contamination**

**NO**

**Please note this is a statement of Council policy only and NOT a statement on whether or not the property is affected by contamination or potential contamination.**

**(vii) Any other risk**

**NO**

**7A. Flood related development controls information**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls?

**NO**

**Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.**

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls?

**NO**

**Please note this is a statement of flood related development controls and is NOT a statement on whether or not the property is subject to flooding.**

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the Standard Instrument (Local Environmental Plans) Order 2006.

**8. Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

**The Hills Local Environmental Plan 2019?**

**NO**

**Draft The Hills Local Environmental Plan 2020?**

**NO**

**Any other Planning Proposal?**

**NO**

**State Environmental Planning Policy?**

**NO**

**Proposed State Environmental Planning Policy?**

**NO**

**9. Contributions plans**

The name of each contributions plan applying to the land:

**THE HILLS SECTION 7.12**

**9A. Biodiversity Certified Land**

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

**NO**

**Note:** Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

**10. Biodiversity stewardship sites**

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (but only if the council has been notified of the existence of the

agreement by the Chief Executive of the Office of Environment and Heritage)?

**NO**

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

**10A. Native vegetation clearing set asides**

Whether the land contains a set aside area under section 60ZC of the Local Land Services Act 2013 (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?

**NO**

**11. Bush fire prone land**

Has the land been identified as bush fire prone land?

**NO**

**12. Property vegetation plans**

Has the council been notified that a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies to this land?

**NO**

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on this land (but only if the council has been notified of the order)?

**NO**

**14. Directions under Part 3A**

Whether there is a direction by the Minister in force under section 75P (2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

**NO**

**15. Site compatibility certificates and conditions for seniors housing**

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

**NO**

(b) Whether there are any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

**NO**

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

Whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

**NO**

**17. Site compatibility certificates and conditions for affordable rental housing**

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

**NO**

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

**NO**

**18. Paper subdivision information**

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

**NO DEVELOPMENT PLAN APPLIES**

(2) The date of any subdivision order that applies to the land.

**NO SUBDIVISION ORDER APPLIES**

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

**19. Site verification certificates**

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

**NO**

**Note.** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State

Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

**20. Loose-fill asbestos insulation**

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the Loose-Fill Asbestos Insulation Register that is required to be maintained under that Division?

Council has **not** been notified by NSW Fair Trading that the land includes any residential premises that are listed on the register. Refer to the NSW Fair Trading website at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) to confirm that the land is not listed on this register.

**Note:** There is potential for loose-fill asbestos insulation in residential premises that are not listed on the Register. Contact NSW Fair Trading for further information.

**21. Affected building notices and building product rectification orders**

(1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land?

**NO**

(2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

**NO**

(b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

**NO**

(3) In this clause:

**affected building notice** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*.

**Note.** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

**NO**

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

**NO**

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

**NO**

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**NO**

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**THIS PART IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 10.7 (5) OF THE ABOVE ACT**

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**NOTE:** "When information pursuant to Section 10.7 (5) is requested the council is under no obligation to furnish any of the information supplied herein pursuant to that Section. Council draws your attention to Section 10.7 (6), which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate."

- A.** Whether there are any provisions applying to the land that control the management of trees and bushland?

**YES**

Part C Section 3 of The Hills Development Control Plan 2012 contain provisions for the control and management of actions in respect of trees and bushland.

- B.** Does the land contain a foreshore area as identified on The Hills Local Environmental Plan 2019 Foreshore Building Line map?

**NO**

- C.** Is the land subject to a listing on a public register maintained by Council under the Protection of the Environment Operations Act 1997?  
Note: This information relates specifically to the land and includes any existing or in force environmental notice, civil proceedings or prosecutions under the Act (where notified to Council).

**NO**

- D.** Is the land affected by any special provisions of Sydney Regional Environmental Plan No 9 – Extractive Industry (No 2 – 1995)?

**NO**

- E.** Is the land affected by a restricted development area as identified under The Hills Development Control Plan 2012?

**NO**

- F.** Is the land within an area where a Special Infrastructure Contribution, as determined by the Minister for Planning and Infrastructure, applies?

**NO**

- G.** Is the land in the vicinity of a heritage item or heritage conservation area as described in The Hills Local Environmental Plan 2019 **OR** State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

**NO**

- H. Whether Council has executed a Voluntary Planning Agreement within the meaning of S7.4 of the Environmental Planning and Assessment Act 1979, as amended, in relation to the land?

**YES**

**08/2018/VPA**

- I. Is the land within or adjacent to the Sydney Metro Northwest as identified on the maps prepared by Transport NSW?

**NO**

- J. Does the land contain a proposed road as identified within a Development Control Plan under State Environmental Planning Policy (Sydney Region Growth Centres) 2006?

**NO**

- K. Has Council been notified by NSW Land and Property Information that the land is affected by a plan of acquisition for railway purposes (Sydney Metro Northwest)?

**NO**

- L. Has Council been notified of the land being listed on the NSW Government's Combustible Cladding Register under the Environmental Planning and Assessment Regulation 2000?


**NO**

**Note:** There is potential for combustible cladding to be present on premises that are not listed on the Register. Contact Council's Regulatory Team for further information.

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**THE HILLS SHIRE COUNCIL**

**MICHAEL EDGAR**  
**GENERAL MANAGER**

Per: 

**PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE. WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.**

**ATTACHMENT 1(2)(A)**

**DRAFT THE HILLS LOCAL ENVIRONMENTAL PLAN 2020**

A planning proposal to amend Local Environmental Plan 2019 applies to the majority of land in The Hills Shire, with the exception of the North West Region Growth Centres (Box Hill and North Kellyville).

The objective of the planning proposal is to update the planning framework and reset the basis for decisions surrounding land use planning. It seeks to give effect to Council's new Local Strategic Planning Statement: The Hills Future 2036 and the State Government's Central City District Plan. Together, these strategic plans establish planning priorities and actions to guide growth and development.

Further Planning Proposal information is available:

- Council's website [www.thehills.nsw.gov.au/LEP2020](http://www.thehills.nsw.gov.au/LEP2020)

Delegation for making of the draft Local Environmental Plan has not been issued to Council, therefore at the conclusion of the exhibition period and after consideration of any submissions received, Council will make a recommendation to the Department of Planning, Industry & Environment who will be responsible for finalising the proposal.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can also be viewed on Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) under the 'Building & Planning' tab, then 'Application Tracking'.

**ATTACHMENT 1(2)(B)****PLANNING PROPOSALS TO INTRODUCE EXEMPT DEVELOPMENT CRITERIA FOR ADVERTISING ON COUNCIL OWNED INFRASTRUCTURE (1/2020/PLP & 2/2020/PLP)**

On 13 August 2019, Council resolved to initiate two planning proposals to amend The Hills Local Environmental Plan 2019 (1/2020/PLP) and State Environmental Planning Policy (Sydney Region Growth Centres) 2006 as it relates to the North Kellyville and Box Hill Release Areas (2/2020/PLP) to include exempt development criteria for advertising undertaken by or on behalf of Council on bus shelters, seats, street signs and bridges.

The proposed amendments seek to establish a clear administrative pathway for the provision of advertising on 'road related infrastructure' by Council and clarify the permissibility and approval pathway for this form of advertising through Council's LEP and the Growth Centres SEPP.

The proposed exempt development criteria would control the location, scale and design of small scale advertising on structures such as bus shelters, seats and street signs to ensure they are of minimal environmental impact. It would also require signage on bridges to comply with the provisions of the State Government's Transport Corridor Outdoor Advertising Signage Guidelines.

Gateway Determinations have been issued by the Department of Planning, Industry and Environment for both planning proposals. Delegation for making of the amendments has been issued to Council under the Gateway Determinations.

For further information please contact Council's Duty Planner on 9843 0469.

The above details are in keeping with the exhibited planning proposal. Please note that changes to the planning proposal may be made post exhibition. The current status and details of the planning proposal can be viewed on Council's website [www.thehills.nsw.gov.au](http://www.thehills.nsw.gov.au) under the 'Building' menu bar, then 'Application Tracking'.

**ATTACHMENT 2(B)****Zone B2 Local Centre****1 Objectives of zone**

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function

centres; Home-based child care; Information and education facilities; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

#### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

**NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

### **ATTACHMENT 2(B)**

#### **Zone SP2 Infrastructure**

##### **1 Objectives of zone**

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

##### **2 Permitted without consent**

Roads

##### **3 Permitted with consent**

Aquaculture; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

##### **4 Prohibited**

Any development not specified in item 2 or 3

**NOTE:** This land use table should be read in conjunction with the Dictionary at the end of The Hills LEP 2019 which defines words and expressions for the purpose of the plan.

**NOTE:** Activities permitted without development consent are still subject to other provisions in Environmental Planning Instruments and/or Acts.

**2.5 Additional permitted uses for particular land**

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
  - (a) with development consent, or
  - (b) if the Schedule so provides—without development consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

**Schedule 1 Additional permitted uses**

(Clause 2.5)

**1 Use of certain land at Rouse Hill Regional Centre, Rouse Hill**

- (1) This clause applies to land at Rouse Hill Regional Centre, Rouse Hill, shown as "Item 2" on the Additional Permitted Uses Map.
- (2) Development for a purpose shown in Column 2 of the Table to this item is permitted with development consent in a zone shown opposite in Column 1, subject to any condition shown opposite in Column 3.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
Zone R3 Medium Density Residential	Residential flat buildings	
	Shop top housing Business premises	In conjunction with shop top housing
Zone R4 High Density Residential	Business premises	In conjunction with shop top housing
Zone B4 Mixed Use	Attached dwellings Multi dwelling housing	

**2 Use of certain land at Samantha Riley Drive, Kellyville**

- (1) This clause applies to certain land at Kellyville, being:
  - (a) 301 Samantha Riley Drive, comprising Lots 101 and 103, DP 1122070, and
  - (b) part of drainage reserves fronting Samantha Riley Drive, comprising part of Lot 1, DP 1067762 and part of Lot 1, DP 1028391, shown as "Item 3" on the Additional Permitted Uses Map.
- (2) Development for the purposes of shops is permitted with development consent.
- (3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,900m<sup>2</sup>.

**3 Use of certain land at Wilkins Avenue and Windsor Road, Beaumont Hills**

- (1) This clause applies to certain land at Beaumont Hills, being:
  - (a) part of 1-3 Wilkins Avenue, comprising part of Lot 101, DP 1124350, and
  - (b) RMB 104 Windsor Road, comprising Lot 7, DP 13822, and
  - (c) RMB 104A Windsor Road, comprising Lot 80, DP 1014622, and
  - (d) RMB 105 Windsor Road, comprising Lot 104, DP 1124350,shown as "Item 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of a garden centre and landscaping material supplies is permitted with development consent.

**4 Use of certain land at Excelsior Avenue, Castle Hill**

- (1) This clause applies to and at 160-162 Excelsior Avenue, Castle Hill, being Lots 1 and 2, DP 562533, shown as "Item 5" on the Additional Permitted Uses Map.
- (2) Development for the purposes of a child care centre is permitted with development consent.

**5 Use of certain land at Solent Circuit, Baulkham Hills**

- (1) This clause applies to that part of land at 11-13 Solent Circuit, Baulkham Hills, comprising Lot 5074, DP 1003042, that is zoned SP2 Infrastructure, shown as "Item 6" on the Additional Permitted Uses Map.
- (2) Development for the purposes of building identification signs, business identification signs, commercial premises or residential flat buildings is permitted with consent.

**6 Use of certain land within Bella Vista Station Precinct in Zone B7**

- (1) This clause applies to certain land within the Bella Vista Station Precinct that is in Zone B7 Business Park, shown as "Item 7" on the Additional Permitted Uses Map.
- (2) Development for the purposes of a market is permitted with development consent.
- (3) Development for the purpose of a shop with a gross floor area not exceeding 2,500m<sup>2</sup> is permitted with development consent.

**7 Use of certain land at 74 O'Briens Road, Cattai**

- (1) This clause applies to land at 74 O'Briens Road, Cattai, being Lot 28, DP 270416, shown as "Item 8" on the Additional Permitted Uses Map.
- (2) Development for the purpose of dwelling houses is permitted with development consent.

- (3) Development consent under this clause may only be granted if the consent authority is satisfied that:
  - (a) the development will not result in the erection of more than 300 dwelling houses on the land to which this clause applies, and
  - (b) no dwelling house will be erected on a lot with a lot size of less than 450 square metres.
- (4) Development consent must not be granted for development under this clause unless a development control plan that provides for the phasing of development has been prepared for the land.

**8 Use of certain land at Commercial Road, Rouse Hill**

- (1) This clause applies to certain land at Commercial Road, Rouse Hill, being part of Lot 5, DP 30916, that is in Zone R1 General Residential, shown as "Item 9" on the Additional Permitted Uses Map.
- (2) Development for the purposes of shops is permitted with development consent.
- (3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,700m<sup>2</sup>.

**9 Use of certain land at 6 McCausland Place, Kellyville**

- (1) This clause applies to land at 6 McCausland Place, Kellyville, being Lot 1001, DP 1172742, shown as "Item 10" on the Additional Permitted Uses Map.
- (2) Development for the purposes of a residential flat building is permitted with development consent.
- (3) Development consent under subclause (2) may only be granted if the number of dwellings contained, or proposed to be contained, in the residential flat building does not exceed 20.

**10 Use of certain land at 26-30 Norbrik Drive, Bella Vista**

- (1) This clause applies to land at 26-30 Norbrik Drive, Bella Vista, being Lot 1, DP 1217654, shown as "Item 11" on the Additional Permitted Uses Map.
- (2) Development for the purposes of seniors housing is permitted with development consent.

**11 Use of certain land at 2 Natura Rise, Norwest**

- (1) This clause applies to land at 2 Natura Rise, Norwest, being SP 97750, shown as "Item 13" on the Additional Permitted Uses Map.
- (2) Development for the following purposes is permitted with development consent:
  - (a) restaurants or cafes, but only if the total maximum gross floor area of all restaurants and cafes on the land does not exceed 200m<sup>2</sup>,

- (b) business premises or shops, but only if the total maximum gross floor area of all business premises and shops on the land does not exceed 200m<sup>2</sup>.

## **12 Use of certain land at 522 Windsor Road, Baulkham Hills**

- (1) This clause applies to land at 522 Windsor Road, Baulkham Hills, being Lot 533, DP 773889 and Lot 22, DP 1075051, shown as "Item 14" on the Additional Permitted Uses Map.
- (2) Development for the purposes of seniors housing and associated restaurants or cafes, shops or business premises is permitted with development consent.
- (3) Development consent under this clause may only be granted if:
  - (a) the number of beds contained in a residential care facility that is part of the development does not exceed 120, and
  - (b) the number of self-contained dwellings contained in the development does not exceed 70, and
  - (c) the gross floor area of any restaurant or cafe, shop or business premises contained in the development is no more than 100m<sup>2</sup>, with a maximum combined gross floor area of no more than 300m<sup>2</sup>.

## **13 Use of certain land at Fullers Road and Old Northern Road, Glenhaven**

- (1) This clause applies to certain land at Glenhaven, being:
  - (a) 2 and 2a Fullers Road, being Lots 1 and 2, SP 46522, and
  - (b) 434 Old Northern Road, being Lot 1, DP 369807, shown as "Item 15" on the Additional Permitted Uses Map.
- (2) Development for the purposes of seniors housing is permitted with development consent if the seniors housing comprises no more than 9 self-contained dwellings.

## **14 Use of certain land within Bella Vista Station Precinct and Kellyville Station Precinct in Zone SP2**

- (1) This clause applies to certain land within the Bella Vista Station Precinct and the Kellyville Station Precinct that is in Zone SP2 Infrastructure, shown as "Item 20" on the Additional Permitted Uses Map.
- (2) Development for the purposes of an environmental facility or a recreation area is permitted with development consent.

## **15 Use of certain land within Bella Vista Station Precinct and Kellyville Station Precinct in Zones R1 and R4**

- (1) This clause applies to certain land within the Bella Vista Station Precinct and the Kellyville Station Precinct that is in Zone R1 General Residential and Zone R4 High Density Residential, shown as "Item 21" on the Additional Permitted Uses Map.
- (2) Development for the purposes of an exhibition village or recreation facility (outdoor) is permitted with development consent.

**16 Use of certain land at 328-334 Annangrove Road, Rouse Hill**

- (1) This clause applies to land at 328-334 Annangrove Road, Rouse Hill, being Lot 34, DP 834050 and Lots 12 and 13, DP 833069, shown as "Item 22" on the Additional Permitted Uses Map.
- (2) Development for the purposes of specialised retail premises is permitted with development consent.

**17 Use of certain land at 55 Coonara Avenue, West Pennant Hills**

- (1) This clause applies to certain land at 55 Coonara Avenue, West Pennant Hills, being parts of Lot 61, DP 737386, that is in Zone E2 Environmental Conservation, shown as "Item 23" and "Item 24" on the Additional Permitted Uses Map.
- (2) Development for the purposes of recreation areas or recreation facilities (indoor) is permitted with development consent on the land shown as "Item 23".
- (3) Development for the following purposes is permitted with development consent on the land shown as "Item 24"-
  - (a) building identification signs,
  - (b) kiosks,
  - (c) recreation areas,
  - (d) restaurants or cafes, but only if the gross floor area of any restaurant or café on the land does not exceed 50 square metres.

**18 Use of certain land at 40 Solent Circuit, Norwest**

- (1) This clause applies to land at 40 Solent Circuit, Norwest, being Lot 2107, DP 1216268, shown as "Item 12" on the Additional Permitted Uses Map.
- (2) Development for the following purposes is permitted with development consent—
  - (a) business premises, but only if the total gross floor area of all business premises on the land does not exceed 1,500m<sup>2</sup>,
  - (b) recreation facilities (indoor), but only if the total gross floor area of all recreation facilities (indoor) on the land does not exceed 1,500m<sup>2</sup>,
  - (c) restaurants or cafes, but only if the total gross floor area of all restaurants and cafes on the land does not exceed 500m<sup>2</sup>,
  - (d) shops, but only if the total gross floor area of all shops on the land does not exceed 1,000m<sup>2</sup>.

**ATTACHMENT 2(B)(1)**

**Draft The Hills Local Environmental Plan 2020 applied to the land and identifies the land to be:**

**Zone B2 Local Centre****1 Objectives of zone**

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.

**2 Permitted without consent**

- Home businesses; Home occupations
- 3 Permitted with consent**  
Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home-based child care; Information and education facilities; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4
- 4 Prohibited**  
Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

#### **ATTACHMENT 2(B)(1)**

**Draft The Hills Local Environmental Plan 2020 applied to the land and identifies the land to be:**

#### **Zone SP2 Infrastructure**

##### **1 Objectives of zone**

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

##### **2 Permitted without consent**

Roads

##### **3 Permitted with consent**

Aquaculture; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose

##### **4 Prohibited**

Any development not specified in item 2 or 3

#### **2.5 Additional permitted uses for particular land**

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
  - (a) with development consent, or
  - (b) if the Schedule so provides—without development consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

#### **Schedule 1 Additional permitted uses**

(Clause 2.5)

**1 Use of certain land at Rouse Hill Regional Centre, Rouse Hill**

- (1) This clause applies to land at Rouse Hill Regional Centre, Rouse Hill, shown as "Item 2" on the Additional Permitted Uses Map.
- (2) Development for a purpose shown in Column 2 of the Table to this item is permitted with development consent in a zone shown opposite in Column 1, subject to any condition shown opposite in Column 3.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
Zone R3 Medium Density Residential	Residential flat buildings	
	Shop top housing	
	Business premises	In conjunction with shop top housing
Zone R4High Density Residential	Business premises	In conjunction with shop top housing
Zone B4 Mixed Use	Attached dwellings	
	Multi dwelling housing	

**2 Use of certain land at Samantha Riley Drive, Kellyville**

- (1) This clause applies to certain land at Kellyville, being:
  - (a) 301 Samantha Riley Drive, comprising part of Lots 101 and 103, DP 1122070, and
  - (b) part of drainage reserves fronting Samantha Riley Drive, comprising part of Lot 192, DP 1249550, part of Lot 1, DP 1184376 and part of Lot 1, DP 1028391, shown as "Item 3" on the Additional Permitted Uses Map.
- (2) Development for the purposes of shops is permitted with development consent.
- (3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,900 square metres.

**3 Use of certain land at Wilkins Avenue and Windsor Road, Beaumont Hills**

- (1) This clause applies to certain land at Beaumont Hills, being:
  - (a) part of 1-3 Wilkins Avenue, comprising part of Lot 101, DP 1124350, and
  - (b) RMB 104 Windsor Road, comprising Lot 7, DP 13822, and
  - (c) RMB 104A Windsor Road, comprising Lot 80, DP 1014622, and
  - (d) RMB 105 Windsor Road, comprising Lot 104, DP 1124350, shown as "Item 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of a garden centre and landscaping material supplies is permitted with development consent.

**4 Use of certain land at Solent Circuit, Norwest**

- (1) This clause applies to that part of land at 11-13 Solent Circuit, Baulkham Hills, comprising Lot 5074, DP 1003042 that is shown as "Item 6" on the Additional Permitted Uses Map.
- (2) Development for the purposes of building identification signs, business identification signs, commercial premises or residential flat buildings is permitted with consent.

**5 Use of certain land within Bella Vista Station Precinct in Zone B7**

- (1) This clause applies to certain land within the Bella Vista Station Precinct that is in Zone B7 Business Park, shown as "Item 7" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of a market is permitted with development consent.
  - (3) Development for the purpose of a shop with a gross floor area not exceeding 2,500 square metres is permitted with development consent.
- 6 Use of certain land at 74 O'Briens Road, Cattai**
- (1) This clause applies to land at 74 O'Briens Road, Cattai, being Lot 28, DP 270416, shown as "Item 8" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of dwelling houses is permitted with development consent.
  - (3) Development consent under this clause may only be granted if the consent authority is satisfied that:
    - (a) the development will not result in the erection of more than 300 dwelling houses on the land to which this clause applies, and
    - (b) no dwelling house will be erected on a lot with a lot size of less than 450 square metres.
  - (4) Development consent must not be granted for development under this clause unless a development control plan that provides for the phasing of development has been prepared for the land.
- 7 Use of certain land at Commercial Road, Rouse Hill**
- (1) This clause applies to certain land at Commercial Road, Rouse Hill, being part of Lot 5, DP 30916, that is in Zone R1 General Residential, shown as "Item 9" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of shops is permitted with development consent.
  - (3) Development consent under subclause (2) may only be granted if the retail floor space on the site is no more than 1,700 square metres.
- 8 Use of certain land at 6 McCausland Place, Kellyville**
- (1) This clause applies to land at 6 McCausland Place, Kellyville, being part of Lot 11, DP 1245757, shown as "Item 10" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of a residential flat building is permitted with development consent.
  - (3) Development consent under subclause (2) may only be granted if the number of dwellings contained, or proposed to be contained, in the residential flat building does not exceed 20.
- 9 Use of certain land at 26-30 Norbrik Drive, Bella Vista**
- (1) This clause applies to land at 26-30 Norbrik Drive, Bella Vista, being Lot 1, DP 1217654, shown as "Item 11" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of seniors housing is permitted with development consent.
- 10 Use of certain land at 2 Natura Rise, Norwest**
- (1) This clause applies to certain land at 2 Natura Rise, Norwest, being part of Lots 81, 82, 83 and 84, SP 97750, shown as "Item 13" on the Additional Permitted Uses Map.
  - (2) Development for the following purposes is permitted with development consent:
    - (a) restaurants or cafes, but only if the total maximum gross floor area of all restaurants and cafes on the land does not exceed 200 square metres,
    - (b) business premises or shops, but only if the total maximum gross floor area of all business premises and shops on the land does not exceed 200 square metres.

- 11 Use of certain land at 522 Windsor Road, Baulkham Hills**
- (1) This clause applies to land at 522 Windsor Road, Baulkham Hills, being Lot 553, DP 773889 and Lot 22, DP 1075051, shown as "Item 14" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of seniors housing and associated restaurants or cafes, shops or business premises is permitted with development consent.
  - (3) Development consent under this clause may only be granted if:
    - (a) the number of beds contained in a residential care facility that is part of the development does not exceed 120, and
    - (b) the number of self-contained dwellings contained in the development does not exceed 70, and
    - (c) the gross floor area of any restaurant or cafe, shop or business premises contained in the development is no more than 100 square metres, with a maximum combined gross floor area of no more than 300 square metres.
- 12 Use of certain land at Fullers Road and Old Northern Road, Glenhaven**
- (1) This clause applies to certain land at Glenhaven, being:
    - (a) 2 and 2a Fullers Road, being Lots 1 and 2, SP 46522, and
    - (b) 434 Old Northern Road, being Lot 1, DP 369807, shown as "Item 15" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of seniors housing is permitted with development consent if the seniors housing comprises no more than 9 self-contained dwellings.
- 13 Use of certain land within Bella Vista Station Precinct and Kellyville Station Precinct in Zone SP2**
- (1) This clause applies to certain land within the Bella Vista Station Precinct and the Kellyville Station Precinct that is in Zone SP2 Infrastructure, shown as "Item 20" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of an environmental facility or a recreation area is permitted with development consent.
- 14 Use of certain land within Bella Vista Station Precinct and Kellyville Station Precinct in Zones R1 and R4**
- (1) This clause applies to certain land within the Bella Vista Station Precinct and the Kellyville Station Precinct that is in Zone R1 General Residential and Zone R4 High Density Residential, shown as "Item 21" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of an exhibition village or recreation facility (outdoor) is permitted with development consent.
- 15 Use of certain land at 328–334 Annangrove Road, Rouse Hill**
- (1) This clause applies to land at 328–334 Annangrove Road, Rouse Hill, being Lot 34, DP 834050 and Lots 12 and 13, DP 833069, shown as "Item 22" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of specialised retail premises is permitted with development consent.
- 16 Use of certain land at 55 Coonara Avenue, West Pennant Hills**
- (1) This clause applies to certain land at 55 Coonara Avenue, West Pennant Hills, being parts of Lot 61, DP 737386, that is in Zone E2 Environmental Conservation, shown as "Item 23" and "Item 24" on the Additional Permitted Uses Map.
  - (2) Development for the purposes of recreation areas or recreation facilities (indoor) is permitted with development consent on the land shown as "Item 23".
  - (3) Development for the following purposes is permitted with development consent on the land shown as "Item 24"—

- (a) building identification signs,
- (b) kiosks,
- (c) recreation areas,
- (d) restaurants or cafes, but only if the gross floor area of any restaurant or cafe on the land does not exceed 50 square metres.



**newvision  
REAL ESTATE**

New Vision Real Estate Pty Ltd T/A New Vision Real Estate  
PO Box 6665 NSW 2153  
Tel: 02 9160 6475 Fax: 1300 448 639 Agent No: 10089188  
Email: chris@newvisionre.com.au

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## RESIDENTIAL TENANCY AGREEMENT

### Schedule 1 Standard Form Agreement Residential Tenancies Regulations 2019

**Important information** Please read this before completing the residential tenancy agreement (the "Agreement").

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

**THIS AGREEMENT** is made on day and the date detailed in the execution area below

**BETWEEN**

#### Landlord/s

Landlord 1 Bianca Tootell

Address 4/31 Keira St Wollongong NSW 2500

Landlord 2 \_\_\_\_\_

Address \_\_\_\_\_

#### Tenant/s

Tenant 1 Giovanni Leota

Notices Address 1314/11-13 Solent Circuit Norwest NSW 2153

Email giovannileota67@icloud.com Mobile 0423944470

Tenant 2 \_\_\_\_\_

Notices Address \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

Tenant 3 \_\_\_\_\_

Notices Address \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

Tenant 4 \_\_\_\_\_

Notices Address \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

#### Landlord's Agent Details (if any)

Name New Vision Real Estate

Address PO Box 6665, Norwest NSW 2153

Mobile \_\_\_\_\_ Phone 0291606475 Fax \_\_\_\_\_

Email rentals@newvisionre.com.au

#### Tenant's Agent Details (if any)

Name \_\_\_\_\_

Address \_\_\_\_\_

Mobile \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

**Term of Agreement**

The term of this agreement is:

- 6 months     12 months     2 years     3 years     5 years     Periodic (no end date)
- Other (please specify) \_\_\_\_\_

starting on 19/08/2020 and ending on 18/02/2020

*Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.*

**Residential Premises**

Address B1314/11-13 Solent Circuit, Norwest NSW 2153

Inclusions 1 secure car space

*Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.*

**Rent**

The Rent amount is \$510 per

- Weekly     Fortnightly     Monthly    payable in advance starting on 19/08/2020

*Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.*

The method by which the rent must be paid:

(a) to \_\_\_\_\_ at \_\_\_\_\_  
by cash or Electronic Funds Transfer (EFT); or

(b) into the following account New Vision Real Estate, or any other account nominated by the landlord:  
BSB number 082 356    Account number 417563765  
Account name New Vision Real Estate    payment reference B1314SOLENT

or,

(c) as follows:

*Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that it reasonably available to the tenant.*

**Rent Increases (if applicable during term)**

*Note: refer clause 5 below and s42 of the Act*

Rent Increase 1    from \_\_\_\_\_ to \_\_\_\_\_    amount \$ \_\_\_\_\_  
Rent Increase 2    from \_\_\_\_\_ to \_\_\_\_\_    amount \$ \_\_\_\_\_

**Rental Bond** *cross out if there is not going to be a bond*

A rental bond of \$2040 must be paid by the tenant on signing this agreement. The amount of rental bond must not be more than 4 weeks rent. The tenant provided the rental bond amount to

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds Online.

*Note: All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.*

**IMPORTANT INFORMATION**

**Maximum number of occupants**

No more than 1 persons may ordinarily live in the premises at any one time.

**Urgent Repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs:	<u>New Vision Real Estate</u>	Telephone:	<u>0291606475</u>
Plumbing repairs:	<u>New Vision Real Estate</u>	Telephone:	<u>0291606475</u>
Other repairs:	<u>New Vision Real Estate</u>	Telephone:	<u>0291606475</u>
Other repairs:	<u>New Vision Real Estate</u>	Telephone:	<u>0291606475</u>

**Water usage**

Will the tenant be required to pay separately for water usage? *If yes, see clauses 11 and 12*  Yes  No

**Utilities**

Is electricity supplied to the premises from an embedded network?  Yes  No

Is gas supplied to the premises from an embedded network?  Yes  No

*For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.*

**Smoke Alarms**

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated.

Battery operated  Yes  No Hardwired  Yes  No

If the battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced

If hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

If yes, specify the type of back-up battery that needs to be used if the back-up battery needs to be replaced.

If the *Strata Schemes Management Act 2015* applies to the residential premises is the owners corporation responsible for the repair and replacement of smoke alarms?  Yes  No

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No

If yes, see clause 38 and 39.

**Giving Notices and other documents electronically**

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

*You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.*

**Landlord** *If yes, see clause 50* If yes then all email is via the Agent unless otherwise stated

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No

**Tenant** *If yes, see clause 50* If yes then each email is as advised above in Tenants details

Do the tenants give express consent to the electronic service of notices and documents?  Yes  No

**Condition Report**

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

**Tenancy laws**

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

<b>THE AGREEMENT</b>
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**RIGHT TO OCCUPY THE PREMISES**

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential premises**".

**COPY OF AGREEMENT**

2. The landlord agrees to give the tenant:
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable

**RENT**

3. The tenant agrees:
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. The landlord agrees:
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

*Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

**RENT INCREASES**

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

*Note. Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6. The landlord and the tenant agree:
 

The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. The landlord and the tenant agree —
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

**RENT REDUCTIONS**

8. The landlord and the tenant agree that the rent abates if the residential premises:
  - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

**PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

10. The landlord agrees to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
 

*Note: Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019. Note: Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
  - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
  - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
11. The tenant agrees to pay:
- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
  - 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
 

*Note: Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
  - 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
  - 11.4 all charges for pumping out a septic system used for the residential premises, and
  - 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
  - 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises—
    - 11.6.1 are separately metered, or
    - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

*Note: "Separately metered" is defined in the Residential Tenancies Act 2010.*
12. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
  - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
  - 12.4 the residential premises have the following water efficiency measures:
    - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
    - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
    - 12.4.3 all showerheads have a maximum flow rate of 9 litres per minute,
    - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

**POSSESSION OF THE PREMISES**

14. The landlord agrees:
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
  - 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

**TENANT'S RIGHT TO QUIET ENJOYMENT**

15. The landlord agrees:
- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
  - 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
  - 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

**USE OF THE PREMISES BY TENANT**

16. The tenant agrees:
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 16.2 not to cause or permit a nuisance, and
  - 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
  - 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
  - 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. The tenant agrees:
- 17.1 to keep the residential premises reasonably clean, and
  - 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
  - 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
  - 17.4 that it is the tenant's responsibility to replace light globes on the residential premises
18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
  - 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
  - 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
  - 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
  - 18.5 to make sure that all light fittings on the premises have working globes, and
  - 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

*Note: Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**

19. The landlord agrees:
- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and  
*Note: Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises—*
    - (a) are structurally sound, and
    - (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
    - (c) have adequate ventilation, and
    - (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
    - (e) have adequate plumbing and drainage, and
    - (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.
- Note: Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings—*
- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures —are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises , and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co -tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co -tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
  - 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
  - 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
  - 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
  - 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

*Note. The type of repairs that are urgent repairs are defined in the Residential Tenancies Act 2010 and are defined as follows:*

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
  - 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 24.2 if the Civil and Administrative Tribunal so orders,
  - 24.3 if there is good reason for the landlord to believe the premises are abandoned,
  - 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
  - 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
  - 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
  - 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
  - 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
  - 29.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
  - 24.11 if the tenant agrees.
25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement—
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 25.3 must, if practicable, notify the tenant of the proposed day and time of entry.
26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.  
[Note: See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.]
29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

#### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
  - 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
  - 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
  - 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
  - 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
  - 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

*Note: The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

#### **LOCKS AND SECURITY DEVICES**

32. The landlord agrees:
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
  - 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
  - 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
  - 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
  - 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
33. The tenant agrees:
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
  - 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

#### **TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

35. The landlord and tenant agree that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
  - 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
  - 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
  - 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note. Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

#### **CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**

37. The landlord agrees:
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
  - 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
  - 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
  - 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

**COPY OF CERTAIN BY-LAWS TO BE PROVIDED** [*Cross out if not applicable*]

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

**MITIGATION OF LOSS**

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

**RENTAL BOND** [*Cross out this clause if no rental bond is payable*]

41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with —
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

**SMOKE ALARMS**

42. The landlord agrees
- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

*Note: Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.*

*Note: Clauses 42.2– 42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

*Note: A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.*

43. The tenant agrees —
- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.
- Note: Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*
44. The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.
- Note: The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.*

**SWIMMING POOLS** [*Cross out this clause if there is no swimming pool*]

45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

*Cross out the following clause below if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots*

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

*Note: A swimming pool certificate of compliance is valid for 3 years from its date of issue.*

**LOOSE-FILL ASBESTOS INSULATION**

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

**COMBUSTIBLE CLADDING**

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact —

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding

**SIGNIFICANT HEALTH OR SAFETY RISKS**

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

**ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

**BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years —

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

*Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.  
*Note: Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.*

**ADDITIONAL TERMS**

*Additional terms may be included in this agreement if:*

- (a) *both the landlord and tenant agree to the terms, and*
- (b) *they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and*
- (c) *they do not conflict with the standard terms of this agreement.*

**ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE**

**ADDITIONAL TERM—PETS** [~~*Cross out this clause if not applicable*~~]

53. The landlord agrees that the tenant may keep the following animal on the residential premises (specify the breed, size etc)

54. The tenant agrees

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements.

**ADDITIONAL TERM—CARPETS** [~~*Cross out this clause if not applicable*~~]

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

**Notes.****1. Definitions**

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose -fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

**2. Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

**3. Ending a fixed term agreement**

Ending a fixed term agreement If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

**4. Ending a periodic agreement**

Ending a periodic agreement If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

**5. Other grounds for ending agreement**

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

**6. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**Acknowledgements and Consents**

*Note: Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

The Landlord and Tenant each acknowledges and consents to the Landlord or Agent and the Tenant or their attorneys and representatives signing this form and agreement and any Notices under the Act by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (NSW) and delivering this Agreement and any Notices under the Act by email.

**THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**Signed by the Landlord/Agent**

*Chris Brown*

16/08/2020 12:46 pm

Dated

**Acknowledgement**

*Chris Brown*

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

**Signed by the Tenant(s)**

*[Handwritten Signature]*

16/08/2020 5:09 pm

Dated

**Acknowledgement**

*[Handwritten Signature]*

Tenant 1

TENANT INFORMATION STATEMENT The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant 1

Tenant 2

Dated

**Acknowledgement**

TENANT INFORMATION STATEMENT The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant 2

Tenant 3

Dated

**Acknowledgement**

TENANT INFORMATION STATEMENT The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant 3

Tenant 4

Dated

**Acknowledgement**

TENANT INFORMATION STATEMENT The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant 4

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

#### PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988*. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

#### OFFICE USE

##### Documents given to Tenants

- Tenants Information Statement – NSW Fair Trading
- Condition Report
- Copy of Strata By-Laws (if applicable)
- Invitation for Rental Bonds Online (RBO)

# Tenant information statement

## Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

### The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

### When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

### What you must be **told** before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent must tell you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent must tell you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

# Tenant information statement

Penalties apply to landlords or agents if any of the above is not done.

## What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

## What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

## Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement.

## The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

## Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

## Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

## Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

## Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using Rental Bonds Online (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

# Tenant information statement

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

### Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on

1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

### Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

### During the tenancy

#### Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

### Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

### Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an urgent repair e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

# Tenant information statement

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

### Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

### Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

### How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

### Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately, without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

## Ending the tenancy

### Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or by the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

### Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

### Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

## Checklist

You should only sign the agreement when you can answer **Yes** to the following.

### The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

### Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done
- or
- I have an undertaking in writing (before signing the agreement) that they will be done.

# Tenant information statement

## Upfront costs

- I am not required to pay:
  - more than 2 weeks rent in advance
  - more than 4 weeks rent as a rental bond.
- I am not being charged for:
  - the cost of preparing the tenancy agreement
  - the initial supply of keys and other opening devices to each tenant named in the agreement
  - being allowed to keep a pet on the property.

## Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in.

Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.

- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

## More information

Visit the [Fair Trading website](http://fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](http://tenants.org.au)


[fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au) 13 32 20

Language assistance 13 14 50

*(ask for an interpreter in your language)*

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This publication must not be relied on as legal advice.  
For more information about this topic,  
refer to the appropriate legislation.


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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.


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## RESIDENTIAL BY-LAWS FOR USE OF LOTS AND COMMON PROPERTY

### 1 Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:


- (a) **"Act"** means the *Strata Schemes Management Act 2015*;
- (b) **"Air Conditioning System"** means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.
- (c) **"building"** means that part of the building as defined in the Act comprised in Stratum Lot 3, the subject of these by-laws.
- (d) **"BBQ Area"** means the area so designated in the Strata Plan for the communal use of all owners and occupiers of a lot subject to the provisions of by-law 58.
- (e) **"Carparking Owner"** means the owner(s) from time to time of any car space in the strata scheme.
- (f) **"Carparking Area"** means the area dedicated for vehicle parking in or on the common property on the Strata Plan.
- (g) **"Council"** means Hills Shire Council and any successor and where applicable includes any other relevant authority.
- (h) **"Garbage Disposal Area"** means the area dedicated for the storage of garbage on the common property on the Strata Plan.
- (i) **"lot"** means a lot in the strata scheme.
- (j) **"Manager"** means the person appointed by the Owners Corporation as its strata managing agent under the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
- (k) **"Owners Corporation"** means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.
- (l) **"Parcel"** means the land contained in Certificate of Title Folio Identifier **5074/1003042**.
- (m) **"Plant Room"** means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.
- (n) **"Podium Cinema"** means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 57.
- (o) **"Podium Pool Club"** means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 60.

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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- (p) "Rooftop Cinema" means the area so designated in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 57.
- (q) "Security Key" a key (including electronic key or swipe card) or any other security device enabling the Carparking Owner or any other owner or occupier of a lot in the Strata Plan access to the Carparking Area and/or the System.
- (r) "Strata Committee" means the Strata Committee as defined in the Act.
- (s) "Strata Plan" means the strata plan registered in respect of the building.
- (t) "strata scheme" means the strata scheme as defined in the Act in respect of the Strata Plan.
- (u) "Management Statement" means the Management Statement relating to the complex known as The Esplanade of which the strata scheme is a part of.
- (v) "Stratum Lot" means the lot in the Stratum Plan.
- (w) "Stratum Plan" means the Deposited Plan registered at the Department of lands subdividing the Parcel into 3 stratum lots.
- (x) "Swimming Pool" means each swimming pool area designated as such in the Strata Plan for the communal use of all owners and occupiers of the lots subject to the provisions of by-law 59.
- (y) "Vendor" means Prime Esplanade Land Pty Ltd ACN 623 092 606.

1.2 In these by-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and


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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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(h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

1.3 The provisions of registered memorandum AG520000 are incorporated into these by-laws in full as though they form part of these by-laws.

## 2 Noise or other hazards

2.1 An owner or occupier of a lot must not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2.2 An owner or occupier of a lot must not create or permit to be created anything on the lot or common property which may cause or create a hazard or danger to any person lawfully using the common property or another lot in the building.

## 3 Vehicles etc. on common property

3.1 An owner or occupier of a lot must not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a registered vehicle as defined in the *Road Transport (Vehicle Registration) Act 1997* or associated legislation as amended.

## 4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of the common property by any person.

## 5 Not to damage to common property

5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.

5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

5.3 An owner or occupier of a lot must not mark, paint, drive nails or screws of the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.4 An approval given by the Owners Corporation under by-law 5.3 cannot authorise any additions to the common property.


5.5 This by-law does not prevent an owner or person authorised by him from installing:

- (a) any locking or other safety device for protection of his lot against intruders; or
- (b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

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subject to the locking or safety device or other device as the case may be being installed in the workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

**5.6 Notwithstanding the provisions of the Act:**

- (a) the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in by-law 5.3 that services the lot; and
- (b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 5.3.

**6 No overloading**

An owner or occupier must ensure that they do not place or allow to be placed any object in the lot or on common property which has the effect of overloading the structural adequacy of the building or any part of it.

**7 Compensation for damage to common property**

- 7.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.
- 7.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 7.1 by way of compensation.
- 7.3 Any amount payable by way of compensation in accordance with this by-law 7 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation.

**8 Not to deposit rubbish etc. on common property**

- 8.1 An owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.
- 8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.


**9 Notice of defects, breakages and accidents**

- 9.1 An owner or occupier of a lot must promptly report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

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9.2 An owner or occupier of a lot must, promptly after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.

**10 Storage of flammable liquids**

10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.

10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or internal combustion engine which is stored appropriately within the Carparking Area.

**11 Appearance of lot**

11.1 An owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

11.2 An owner or occupier of a lot must not erect, install or apply any blinds, shutters, window treatments, security devices (including grills and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation. Unless otherwise approved by the Owners Corporation, all curtains must have a white backing (to the extent they are in front of the facade glazing).

**12 Not misuse lifts**

An owner or occupier of a lot must not misuse or permit to be misused any lift within or upon the common property and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

**13 Change in use of lot to be notified**


An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way and must obtain the Strata Committee's consent prior to obtaining any necessary council or other approvals required at law, such consent not to be unreasonably withheld or delayed.

**14 Compliance with planning requirements**

The owner or occupier of a lot must obtain all necessary approvals and consents required from Council or any other Authority which are required to enable the owner or occupier to legally utilise its lot for the owner or occupiers intended use.

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**15 No alteration to internal walls or structural features**

An owner or occupier of a lot must not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval must not be unreasonably withheld.

**16 Water closets and water apparatuses**

An owner or occupier of a lot must not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and must not deposit or throw any sweepings, rubbish, rags, napkins or any other similar article into that apparatus.

**17 Maintenance of air conditioning, ducting etc**

An owner or occupier must at its cost:

- (a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System;
- (b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;
- (c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot;
- (d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and
- (e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

**18 Installation of air-conditioning, ducting etc**

The owner or occupier of the lot must not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation.

**19 Strata Committee may ensure security**

The Strata Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any part of the common property.

**20 Keys**


If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

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- (a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- (b) the Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of a reasonable charge as may be determined from time to time by the Strata Committee;
- (c) the owner of a lot to whom any key or any operating system is given under this by-law must:
  - (1) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
  - (2) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- (d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

**21 Not interfere with security and keep fire doors locked**

An owner or occupier of a lot must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

**22 Not interfere with fire fighting equipment**

An owner or occupier of a lot must not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.


**23 Fire protection systems, smoke detectors etc**

- 23.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.
- 23.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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**24 Signage on common property**

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme.

**25 Movement of goods**

An owner or occupier of a lot is permitted to use for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Strata Committee.

**26 Invitees and licensees to comply with by-laws**

- 26.1 An owner or occupier of a lot which is the subject to a lease or licence agreement must take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 26.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

**27 Owners Corporation to provide for management of lots, common property etc. and appoint Manager**

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- (a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) the supervision of any employees and/or contractors of the Owners Corporation;
- (d) the control and supervision of the common property generally; and


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(e) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

**28 Strata Committee to make rules**

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme and the times and manner in which any part of the common property may be used.

**29 Building rules**

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

**30 Terms of Owners Corporation consents and approvals**

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

**31 No smoking**

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property.

**32 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**33 Children on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to be on common property unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**34 Drying of laundry items**

An owner or occupier of a lot must not hang any washing, towel, bedding, clothing or other article on any part of the Parcel (including the lot) in such a way as to be visible from the outside the lot other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.


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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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### 35 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless the Owners Corporation resolves that:

- (a) it will keep the glass or specified part of the glass clean; or
- (b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

### 36 Moving furniture and other objects on or through common property

- 36.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Strata Committee so as to enable the Strata Committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 36.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 36.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

### 37 Garbage disposal


- 37.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the lot on a regular basis.
- 37.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.
- 37.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:
  - (a) permitted means and times for disposal;
  - (b) disposal routes;
  - (c) permitted pick-up areas (if any);
  - (d) location of garbage removal;
  - (e) storage of garbage;
  - (f) containment of garbage;
  - (g) regularity of garbage removal;
  - (h) segregation of garbage; and

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- (i) special garbage requirements,

and may also incorporate or address other matter as determined by the Owners Corporation from time to time.

37.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Owners Corporation, to:

- (a) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
- (b) clean the Garbage Disposal Area on at least a weekly basis; and
- (c) conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.

37.5 An owner or occupier of a lot must:

- (a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
- (b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;
- (c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;
- (d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
- (e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 37.3.

37.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

37.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.

### 38 Keeping of animals

38.1 Subject to section 139(5) & (6) of the Act, an owner or occupier of a lot may keep 1 dog, cat, or small caged bird or fish kept in a secure aquarium on the lot.

38.2 An owner or occupier must obtain the prior approval of the Strata Committee to keep any animal not referred to in by-law 38.1, approval of which will not be unreasonably withheld or delayed.

38.3 For the purposes of by-law 38.1, the term "small" means:

- (a) a fish which an ordinary person may legally acquire and keep in an aquarium as a companion animal which is not poisonous or otherwise dangerous to persons;


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- (b) a bird which an ordinary person may legally acquire and keep in a cage as a companion animal which is not dangerous to any persons but excluding any type of chicken or other fowl;

38.4 For the purposes of by-law 38.1 an owner or occupier may keep 1 dog or cat which, under the terms of the *Companion Animals Act 1998* (NSW), is not:

- (1) declared a menacing, dangerous or nuisance dog;
- (2) declared a nuisance cat; or
- (3) a restricted breed.

or in the reasonable opinion of the Strata Committee that animal is considered to cause unreasonable nuisance to other occupiers of the building then the Strata Committee may withdraw any such approval by notice in writing to the owner or occupier of the lot.

38.5 An owner or occupier may request the Strata Committee to provide confirmation that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Strata Committee as complying with this by-law 38.

38.6 If an owner or occupier of a lot keeps an animal as referred to in by-law 38.1 the owner or occupier must:

- (a) notify the Owners Corporation/Strata Committee;
- (b) keep the animal within the lot; and
- (c) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### 39 Provision of amenities or services

39.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:


- (a) window cleaning;
- (b) trade waste;
- (c) garbage disposal and recycling services;
- (d) electricity, water or gas supply;
- (e) telecommunication services (for example, cable television);
- (f) security services;
- (g) promotional services;
- (h) advertising; or
- (i) cleaning.

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39.2 If the Owners Corporation makes a resolution referred to in by-law 39.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

#### 40 Traffic on common property

40.1 The Strata Committee has the power to:

- (a) impose a speed limit for traffic in common property;
- (b) impose reasonable restrictions on the use of common property driveways and parking areas;
- (c) install speed humps and other traffic control devices in common property; and
- (d) install signs in relation to parking and to control traffic in common property.

40.2 An owner or occupier of a lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Strata Committee.

40.3 An owner or occupier of a lot must comply at all times with any carparking management plan implemented from time to time by the Strata Committee.

#### 41 Access to a lot by the Owners Corporation

The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with the Act.

#### 42 Landscaping

The owners and occupiers must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot:

- (a) are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;
- (b) are regularly maintained and kept neat and tidy at all times;
- (c) are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and
- (d) do not hang or grow over the boundary of the lot.

#### 43 Restrictions on use of lot

43.1 An occupier or owner of a lot must not (and is not entitled to) use any lot as a brothel or massage parlour or any other use that is prohibited by law.

43.2 An owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.


43.3 An owner or occupier of a lot must ensure that the lot is not used for any purpose other than as permitted by Council.

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**44 Restricted areas of common property**

Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter into the roof of the building or any Plant Room.

**45 Right of entry**

An owner or occupier any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them ("Authorised Contractor"), together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their lot or to another lot or Common Property or the Carparking Area.

**46 Lifts**

- 46.1 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme must use lifts contrary to this capacity.
- 46.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.
- 46.3 An owner or occupier of a lot must not misuse or permit to be misused any lift in the strata scheme and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

**47 Insurance premiums**

- 47.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 47.2 If the Owners Corporation gives approval under this by-law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

**48 Storage**

An owner or occupier of a lot must not use any part of a lot designated for the use of storage to store any flammable substance nor for any purpose that creates a nuisance or harm.

**49 Floor coverings**


- 49.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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49.2 An owner or occupier of a lot must notify the Owners Corporation no less than 21 days before changing any of the floor coverings or surfaces of a lot. The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier to reduce or otherwise ensure that by-law 49.1 is complied with.

49.3 This by-law does not affect any requirement under any law to obtain consent, approval or other authorisation which may be required for the changing of the floor covering or surface concerned.

49.4 An owner or occupier must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.

#### 50 Control on hours of operation and use of facilities

50.1 The Owners Corporation may, by special resolution make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property;
- (b) that any commercial or business activities which are conducted on a lot or common property are only conducted during certain times;
- (c) that facilities situated on the common property may only be used during certain times or under certain conditions; and
- (d) any other reasonable condition which is in line with the party's rights of use and enjoyment of the lot or common property of the strata scheme.

50.2 An owner or occupier of a lot must comply with any such determination referred to in by-law 50.1.

#### 51 Failure to comply with by-laws

51.1 The Owners Corporation may do anything on a lot that an owner or occupier should have done under the by-laws which an owner or occupier has not undertaken or in the opinion of the Owners Corporation has not been done properly.

51.2 The Owners Corporation must give the occupier or owner written notice specifying when it will enter into a lot to do the work. An owner or occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the lot according to the notice and at the owner or occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

51.3 The Owners Corporation may recover any money the owner or occupier owes the Owners Corporation under the by-laws as a debt, and this debt may be added to the owner's levy notice.


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## 52 Service of documents

A document which is otherwise required to be served by the Owners Corporation or Strata Committee or any of their representatives may be served on an owner or occupier of a lot by electronic means provided that the person has given the Owners Corporation or Strata Committee an email address for the service of notices and the document is sent to that address.

## 53 Vendor's right to sell

- 53.1 For such time as the Vendor remains an owner of a lot in the strata scheme, those companies shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.
- 53.2 The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:
- (a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
  - (b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

## 54 Lot owners jointly benefitted by easements or other rights

- 54.1 Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extent of the use and benefit between the lots cannot be determined from the Stratum Plan, and any instrument registered in conjunction with the Stratum Plan, then the Strata Committee appointed from time to time may make rules and regulations about the extent of the use and benefit between lots and the owners and occupiers of lots must comply with those rules and regulations at all times.
- 54.2 The Strata Committee must seek to be as equitable as possible to all the lots referred to in by-law 54.1 having regard to all the circumstances.

## 55 Management Statement

- 55.1 If there is an inconsistency with a by-law in the Strata Scheme and the Management Statement the Owners Corporation must amend the by-law to make it consistent with the Management Statement.
- 55.2 The Owners Corporation and owners or occupiers of lots in the Strata Plan must at all times comply with the Management Statement and a consent from the Owners Corporation or the Strata Committee does not relieve the obtaining of consent under the Management Statement if required.
- 55.3 The Strata Committee may appoint a Representative or Substitute Representative under the Management Statement from a member of the Strata Committee and terminate or appoint a new Representative or Substitute Representative at any time.


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**56 Short term leasing**

56.1 The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010* (as amended or replaced).

**57 Rooftop Cinema and the Podium Cinema**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the Rooftop Cinema and the Podium Cinema.
- (b) The Rooftop Cinema and the Podium Cinema may only be accessed and used by owners and occupiers of lots.

**58 BBQ Area**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the BBQ Area.
- (b) The BBQ Area may only be accessed and used by owners and occupiers of lots.

**59 Swimming Pool**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the Swimming Pool.
- (b) The Swimming Pool may only be accessed and used by owners and occupiers of lots.

**60 Podium Pool Club**

- (a) The Owners Corporation or its authorised representative will be responsible for making rules pertaining to the use of the Swimming Pool.
- (b) The Swimming Pool may only be accessed and used by owners and occupiers of lots.


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**Execution**

**Registered proprietor:**

Executed by Prime Esplanade Land Pty )  
 Ltd ACN 623 092 606 in accordance with )  
 section 127 of the Corporations Act 2001 )  
 (Cth) by: )

.....  
 Signature of Director

ADRIAN LIAN  
 .....  
 Print name of Director

.....  
 Signature of Director/Secretary

ELTON LI  
 .....  
 Print name of Director/Secretary


**Mortgagee:**


SIGNED for and on behalf of ANZ  
 Fiduciary Services Pty Limited by  
**KIT LIEW**

who certifies that she/he is a

Agency Services, of Australia and  
 New Zealand Banking Group Limited  
 pursuant to Power of Attorney  
 Registered

dated ..... in the presence of:

  
 .....  
 Witness:

  
 .....  
 Attorney

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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REGISTERED		29.5.2020
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# FINAL OCCUPATION CERTIFICATE

NO. 7769-01-2020-FOC

1 June 2020



Issued under Part 6, Division 6.2 of the Environmental Planning and Assessment Act 1979

## APPLICANT DETAILS

APPLICANT *Darren Beasley – Prime Esplanade Land Pty Ltd*

ADDRESS *30.02-420 George Street, Sydney NSW 2000*

MOBILE *0448 981 457*

EMAIL *Darren.beasley@aoyuangroup.com*

## OWNER DETAILS

NAME OF OWNER *As above*

DATE APPLICATION RECEIVED *13/05/2020*

## RELEVANT CONSENTS

DEVELOPMENT APPLICATION	<i>1395/2016/JP</i>	DATE ISSUED	<i>20/10/2016</i>
MODIFICATION APPLICATION NO.	<i>1395/2016/JP/A</i>	DATE ISSUED	<i>08/05/2018</i>
MODIFICATION APPLICATION NO.	<i>1395/2016/JP/B</i>	DATE ISSUED	<i>29/11/2019</i>
MODIFICATION APPLICATION NO.	<i>1395/2016/JP/C</i>	DATE ISSUED	<i>12/12/2019</i>
MODIFICATION APPLICATION NO.	<i>1395/2016/JP/D</i>	DATE ISSUED	<i>12/03/2020</i>

CONSENT AUTHORITY *AED* LOCAL GOVERNMENT AREA *The Hills Shire Council*

CONSTRUCTION CERTIFICATE NO.	<i>7769-01-2018-CC</i>	DATE ISSUED	<i>13/06/2018</i>
CONSTRUCTION CERTIFICATE NO.	<i>7769-02-2018-CC</i>	DATE ISSUED	<i>24/08/2018</i>
CONSTRUCTION CERTIFICATE NO.	<i>7769-03-2019-CC</i>	DATE ISSUED	<i>8/01/2019</i>
CONSTRUCTION CERTIFICATE NO.	<i>7769-04-2020-CC-A</i>	DATE ISSUED	<i>12/02/2020</i>
CONSTRUCTION CERTIFICATE NO.	<i>7769-05-2020-CC-A</i>	DATE ISSUED	<i>1/06/2020</i>

## PROPOSAL

ADDRESS *11-13 Solent Circuit, Norwest NSW 2153*

LOT NO. *5074* DP NO. *1003042*

BUILDING CLASSIFICATION *2, 5, 6, 7a, 9b & 10a*

DESCRIPTION *Demolition of existing structures and the construction of two mixed use buildings*

EXCLUSIONS *Work associated with Building Information Certificate, Certificate No. 108/2020/AEU, dated 22.01.20*

## ALTERNATIVE SOLUTION REPORT/S

TITLE	DATE	REFERENCE & REVISION	REPORT PREPARED BY	ACCREDITATION NO
Fire Engineering Report	28/04/20	18223-R01 Issue 7	Innova Services	BPB0801

ATTACHMENTS *Schedule 1*



## PRINCIPAL CERTIFIER

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CERTIFYING AUTHORITY. *Trenton Jones*

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ACCREDITATION DETAILS. *Building Professionals Board  
BPB0203  
A1 Unrestricted*

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## DETERMINATION

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APPROVAL DATE. *01/06/2020*

*Pursuant to Clause 155(1)(e) of the Environmental Planning & Assessment Regulation 2000, as the Principal Certifying Authority, I confirm that:*

- A current Development Consent is in force with respect to the building;*
- A Construction Certificate has been issued with respect to the plans and specifications for the building;*
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- A Final Fire Safety Certificate has been issued for the building;*
- Where required, a report from the Fire Commissioner has been considered.*



**Trenton Jones**

**SCHEDULE 1 - ATTACHMENTS**

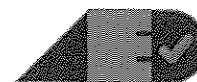
No.	Title	Prepared by	Reference	Date
1.	Occupation Certificate Application Form	Darren Beasley	-	13/05/20
2.	Final Fire Safety Certificate	Darren Beasley	-	13/05/20
3.	Design Certificate – Structural CC2 - Concrete Structures - Steel Structures	Taylor Thomson Whitting	171527	03/08/18
4.	Design Certificate – Structural CC3 - Concrete Structures - Steel Structures	Taylor Thomson Whitting	171527	05/12/18
5.	Structural Statement – Slab Thickness	Taylor Thomson Whitting	171527	05/04/20
6.	Structural Design Statement – Geotechnical Report	Taylor Thomson Whitting	171527	24/03/20
7.	Structural Design Certificate	Northrop	SY190457	04/07/19
8.	Structural Adequacy Statement	Taylor Thomson Whitting	171527	13/12/18
9.	Installation Certificate – Structural Adequacy - Aluminium Balcony Balustrades - Glass & Aluminium Pool Fencing	Trimlite Aluminium Balustrades & Louvres	-	26/03/20
10.	Balustrade Testing Report	Scope Testing Services	-	29/07/16
11.	Structural Design Check – Trimlite Aluminium Balustrades & Louvres	Civil & Structural Engineering Design Services Pty Ltd	T-11-267795	22/01/20
12.	Installation Certificate – Fire Safety Measures - Automatic Fire Suppressions System (Sprinklers) - Hydrant System - Fire Seals (service penetrations) - Portable Fire Extinguishers	Fine Line Fire Protection Pty Ltd	-	30/04/20
13.	Installation Certificate – Automatic Fire Detection and Alarm System	Sydney Map Electrical Pty Ltd	-	29/04/20
14.	Installation Certificate – Building Occupant Warning System	Sydney Map Electrical Pty Ltd	-	29/04/20
15.	Fire Alarm Testing Report	Acoustic Logic	20181176.5	07/05/20
16.	Installation Certificate – Sound System and Intercom System for Emergency Purposes	Sydney Map Electrical Pty Ltd	-	29/04/20
17.	Installation Certificate – Automatic Fail Safe Devices	Sydney Map Electrical Pty Ltd	-	29/04/20
18.	Installation Certificate – Fire Door Sets	Exodus Doors	-	30/04/20
19.	Installation Certificate – Fire Rated Dry Wall	Sydney Map Electrical Pty Ltd	-	29/04/20
20.	Installation Certificate – Fire Seals and Collars	Bluewater Plumbing (NSW) Pty Ltd	-	25/03/20





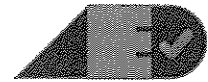
No.	Title	Prepared by	Reference	Date
21.	Installation Certificate – Fire Safety Measures - Fire Dampers - Fire Seals - Mechanical Air Handling Systems - Pressurising Systems Part J - Smoke Dampers - Access Panels, Doors & Hoppers (Installed by Southern Cross for Mechanical Services Only)	Southern Cross Climate Control Pty Ltd	-	27/03/20
22.	Installation Certificate – Fire Rated Dry Wall	YH Interiors Company Pty Ltd	-	25/03/20
23.	Installation Certificate – - Access Panels - Door and Hoppers to Fire Resisting Shafts	YH Interiors Company Pty Ltd	-	25/03/20
24.	Installation Certificate – Lightweight Construction (Fire/Smoke Rated)	YH Interiors Company Pty Ltd	-	25/03/20
25.	Installation Certificate – Access Panels, Doors and Hoppers to Fire Resisting Shafts	YH Interiors Company Pty Ltd	-	25/03/20
26.	Installation Certificate – Fire Rated Walls	Cathay Chung Yue Estate Pty Ltd	-	21/04/20
27.	Installation Certificate – Warning & Operational Signs	AW Signs Pty Ltd	-	29/04/20
28.	Installation Certificate – Part J6 Artificial Lighting & Power	Sydney Map Electrical Pty Ltd	-	26/03/20
29.	Installation Certificate – Smoke Seals and non combustible enclosures to electrical and communications cupboards and enclosures (Doors)	Exodus Doors Pty Ltd	-	30/04/20
30.	Installation Certificate – Smoke Seals (Doors)	Exodus Doors Pty Ltd	-	30/04/20
31.	Fire Resistance Test on Fire Damper protecting an opening in a concrete slab	CSIRO Building, Construction & Engineering	FSH 0593	July 1998
32.	Fire Resistance Test on Fire Damper in Masonry Wall	CSIRO Building, Construction & Engineering	FSV 0844	20/07/01
33.	Assessment Report – Fire resistance of Boss FireMastic – HPE sealant protecting pipes and cable penetrations	Warrington Fire	49599300.7	22/02/19
34.	Fire Assessment Report – Fyreboxs	Branz	FC10266-002	16/09/19
35.	Damper Service Penetrations Schedule	Bowsers Fire Protection Experts	-	-
36.	Fire Collar & Seals Test Report – 25mm Plastic Conduit	Exova Warrington Fire Aus Pty Ltd	SFC 35506000L.3	-
37.	Fire Collar & Seals Test Report – 50mm uPVC Pipe	Exova Warrington Fire Aus Pty Ltd	SFC 3550600N.3	-
38.	Material Safety Data Sheet – Fire Collars & Seals Ezipex	EziPex Water & Gas Solutions	-	July 18
39.	Fire Assessment Report – Fire Collars	Branz	FAR 4849	2/05/18





No.	Title	Prepared by	Reference	Date
40.	Test Report – Fire Collars & Seals - Maxlite Protection Systems	Materials Science and Engineering	FCO-2586	27/09/18
41.	Test Report – Fire Collars & Seals - Performance of Service Penetrations protected with Fyrewrap Elite 1.5	CSIRO – Infrastructure Technologies	FCO-3024A	13/05/15
42.	Test Report – Fire Collars & Seals in Hebel Wall	Exova Warrington Fire	FRT180357.1	08/10/18
43.	Test Report – Fire Collars & Seals in Tyco Fyreset Mortar	CSIRO Building, Construction & Engineering	FSP 0768	15/08/01
44.	Test Report – Fire Collars & Seals Fyrebox in Hebel	CSIRO – Infrastructure Technologies	FSP 1913	01/08/18
45.	Fire Collars & Seals Fire Penetration Schedule	-	-	-
46.	Mechanical Service Penetration Schedule	Bowers Fire Protection Experts	-	-
47.	Test Report – Fire Resistance of Trafalgar Fire Containment Fyreboxes with Various Penetrations	Branz	FC10266-002	16/09/19
48.	Fire Resistance Test on Fire Damper Assembly protecting an opening in a masonry wall	CSIRO Building, Construction & Engineering	FSV 0844	20/07/01
49.	Mechanical Schematic Block Diagram	Southern Cross Climate Control	M-SHC-01	-
50.	Installation Certificate – Exit Sign System	Sydney Map Electrical Pty Ltd	-	29/04/20
51.	Installation Certificate – Fire Safety Measures - Fire Rated Door Sets - Fire Rated Enclosure of Fire Isolated Exits and Passageways	Exodus Doors	-	30/04/20
52.	Installation Certificate – Fire Hose Reels	Bluewater Plumbing (NSW) Pty Ltd	-	25/03/20
53.	Installation Certificate – Hydraulic Plumbing & Drainage	Bluewater Plumbing (NSW) Pty Ltd	-	25/03/20
54.	Compliance Statement – Fire Rated Walls	YH Interiors Company	-	-
55.	Safety Data Sheet – Firestop	USG Boral	-	21/11/19
56.	Fire Alarm Block Plan	FBP	A	04/20
57.	Fire Rating Schedule – Electrical	Sydney Map Electrical Pty Ltd	-	12/05/20
58.	Sprinkler and Hydrant Block Plan	Fineline Fire Protection Pty Ltd	-	-
59.	Hydrant Schematic Block Plan	Fineline Fire Protection Pty Ltd	RS01 Rev 03	26/11/19
60.	Wet Fire Rating Schedule	Fineline Fire Protection Pty Ltd	-	-
61.	Fyreflex Sealant Fire Rated Mastic	Trafalgar Fire Containment Solutions	19765	24/01/15
62.	Fyreflex Sealant Technical Guide	Trafalgar Fire Containment Solutions	-	-
63.	Trafalgar Fire Rated Access Panel Specification	Trafalgar Fire Containment Solutions	-	-





No.	Title	Prepared by	Reference	Date
64.	Block Work Certification	Trefoil Masonry	EA-1	30/04/20
65.	Construction stage Acoustic Compliance Test Report	Acoustic Logic	20181176.2	28/04/20
66.	Installation Certificate – Electrical Wiring and Installation	Sydney Map Electrical Pty Ltd	-	26/03/20
67.	Condition 11 – deleted	The Hills Shire Council	1395/2016/JP/A	08/05/18
68.	Condition 14 – Litter Control	Westbourne Constructions Pty Ltd	-	09/04/20
69.	Condition 19 and 78 (Planning Agreement) compliance – Payment Receipt	The Hills Shire Council	6258991	28/04/20
70.	Condition 24 and 25 – Service Agreement - Domestic Waste - Commercial Waste	Veolia Environmental Services (Australia) Pty Ltd	L268860	19/12/19
71.	Condition 24 and 25 – Service Agreement - Domestic Waste Commercial Waste	Veolia Environmental Services (Australia) Pty Ltd	L268814	19/12/19
72.	Condition 26 – Construction of Separate Waste Storage Areas	Westbourne Constructions Pty Ltd	-	09/04/20
73.	Condition 27 – Residential Garbage Chute System	Westbourne Constructions Pty Ltd	-	09/04/20
74.	Condition 28 – Residential Bulky Goods Area	Westbourne Constructions Pty Ltd	-	09/04/20
75.	Condition 35 – Water Sensitive Urban Design Handover Process (Operations and Maintenance Manual)	Taylor Thomson Whitting (NSW) Pty Ltd	171527	30/03/20
76.	Condition 44 – Excavation/Anchoring Near Boundaries	Westbourne Constructions Pty Ltd	-	09/04/20
77.	Condition 46 – External Finishes	Westbourne Constructions Pty Ltd	-	09/04/20
78.	Condition 78 – Planning Agreement (Receipt)	The Hills Shire Council	-	28/04/20
79.	Condition 83 – Section 73 Compliance Certificate	Sydney Water	163777	27/04/20
80.	Condition 85 – Provision of Telecommunication Services	LBNCo Pty Ltd	-	07/04/20
81.	Condition 92 – Public Infrastructure Inventory Report – Post Construction	Partridge Pty Ltd	2018R0019.002-ajd-postconstdilap	24/04/20
82.	Condition 92 – Evidence of Public Infrastructure Inventory Report – Post Construction submission to Council	Westbourne Constructions Pty Ltd	-	02/05/20
83.	Condition 94 – Water Sensitive Urban Design Certification (Works as Executed Levels Check)	Taylor Thomson Whitting	171527	06/02/20
84.	Condition 94 – Water Sensitive Urban Design Certification (Tank Inspection)	Taylor Thomson Whitting	171527	13/03/20
85.	Condition 94 – Water Sensitive Urban Design Certification (Operations and Maintenance Manual)	Taylor Thomson Whitting	171527	30/03/20

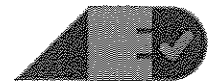


No.	Title	Prepared by	Reference	Date
86.	Condition 94 – Water Sensitive Urban Design Certification (Structural Inspection – OSD Tank)	Taylor Thomson Whitting	171527	20/03/20
87.	Condition 94 – Water Sensitive Urban Design Certification (Works as Executed Plan)	Taylor Thomson Whitting	171527 – C213 Rev C	30/01/20
88.	Installation Certificate – Electrical Wiring and Installation	Sydney Map Electrical Pty Ltd	-	26/03/20
89.	Installation Certificate – Fire and Smoke Seals – Electrical	Sydney Map Electrical Pty Ltd	-	29/04/20
90.	Certificate of Compliance – Electrical Work	Sydney Map Electrical Pty Ltd	4257670	18/03/20
91.	Installation Certificate – J6 - Artificial Lighting and Power	Sydney Map Electrical Pty Ltd	-	26/03/20
92.	Installation Certificate – J5 - Mechanical Ventilation	Southern Cross Climate Control	-	27/03/20
93.	Installation Certificate - Gas	Bluewater Plumbing (NSW) Pty Ltd	-	25/03/20
94.	Installation Certificate – Hot Water	Bluewater Plumbing (NSW) Pty Ltd	-	25/03/20
95.	Installation Certificate – Lightweight Construction (Fire/Smoke Rated)	YH Interiors Pty Ltd	-	25/03/20
96.	Installation Certificate – Fire Rated Walls	Cathay Chung Yue Estate Pty Ltd	-	21/04/20
97.	Data Sheet – Low Pressure Melamine Panels, Laminated Medium Density Fibre Board (MDF)	Polytec	-	01/05/17
98.	Upgrade of Finishes Schedule Apt 610	-	-	21/08/18
99.	Install Certificate – Tower Lifts 1&4 (Building 1&2)	Kone Elevators	-	29/04/20
100.	Installation Certificate – Self Closing Hoppers (Garbage Chute)	Elephants Foot Recycling Solutions	-	25/03/20
101.	Installation Certificate – Access Panel Fire Stairs	Trefoil Masonry Pty Ltd	-	12/05/20
102.	Installation Certificate – Access Panels, Doors and Hoppers to Fire Resisting Shafts	YH Interiors Company Pty Ltd	-	25/03/20
103.	Installation Certificate – Access Panels (General)	Trefoil Masonry Pty Ltd	-	30/04/20
104.	Installation Certificate – Roof Sheeting	Norwest Metal Roofing Pty Ltd	-	01/05/20
105.	Installation Certificate – Glazing	Trinity Windows Contracting Pty Ltd	-	24/03/20
106.	Thermal Calculation Report – Glazing	Fly Engineering Pty Ltd	01	23/04/20
107.	Window Restriction Declaration	Trinity Windows Contracting Pty Ltd	-	-
108.	Installation Certificate – Carpet - Cavalier Bremworth Toulon 30 - Cavalier Bremworth Verve - RC+D Andora	Cronulla Carpets	-	29/04/20
109.	Installation Certificate – Timber Flooring	YH Interiors Company	-	12/05/20



No.	Title	Prepared by	Reference	Date
	- Premium Floors Australia 12.5mm Quick Step Engineered Timber Floor			
110.	Installation Certificate – Timber Flooring - Plank Floors – Oak Engineered Timber Flooring (Blanc & Smoke)	Lucky Floor Pty Ltd	-	21/04/20
111.	Installation Certificate – Stormwater	Bluewater Plumbing (NSW) Pty Ltd	-	25/03/20
112.	Installation Certificate – Waterproofing	Aldridge Corporation Australia Pty Ltd	-	-
113.	Performance Solution Report – Departure from the DTS Provisions for natural light and ventilation to 'utility' rooms within residential units	Paul Aramini Consulting Pty Ltd	BCA 18/042	07/02/20
114.	Test Report – Insulation Fire Hazard Properties	SGS Group	AJFS1708005642FF	06/09/17
115.	Test Report – Customwood MR MDF 18mm	AWTA Test Product Testing	19-003251	20/08/19
116.	Test Report – 12.5mm Quick-Step Engineered Timber Floor	AWTA Test Product Testing	19-002694	18/07/19
117.	Test Report – Andorra/Ordina (BW) Carpet	APL Australia Pty Ltd	P172379	14/09/17
118.	Test Report – Verve 6528 Carpet	APL Australia Pty Ltd	137578	24/08/13
119.	Test Report – Wittur Lift Landing Doors	Branz	FAR 3526	17/11/10
120.	Test Report – Plank Floors Engineered Timber Flooring – Basso	AWTA Product Testing	16-001543	12/04/16
121.	Test Report – Toulon 30/5230 Carpet	APL Australia Pty Ltd	P172346	14/09/17
122.	Test Report – Fire Door Gap	CSIRO Infrastructure Technologies	FCO-2942 Rev A	10/11/17
123.	Slip Test Report – Ash Black Porcelain Textured	Safe Environments Pty Ltd	R8114	11/02/15
124.	Slip Test Report – SG307 Soho Textured	GripTek Anti-Slip Solutions Pty Ltd	300818B	30/08/18
125.	Slip Test Report – SG329 Beechwood Silver Porcelain Vein Cut 600x300mm	GripTek Anti-Slip Solutions Pty Ltd	160120A	16/01/20
126.	Slip Ratings Technical Specification - SKM-26031Km SKM- 26303K	Skheme Pty Ltd	-	29/01/20
127.	Slip Ratings Technical Specification - Marmo Matt/Marmo Grip/Urban Grip	Skheme Pty Ltd	-	06/04/20
128.	Slip Ratings Technical Specification - SKM-29073K, SKM-29071K	Skheme Pty Ltd	-	29/01/20
129.	Slip Report Letter Confirming Finishes	Trulogic Pty Ltd	-	06/04/20
130.	Installation Certificate – Concrete	Westbourne Constructions Pty Ltd	-	22/05/20
131.	Structural Inspection Certificate - Onsite Detention Tank	Taylor Thomson Whitting	171527	20/03/20





No.	Title	Prepared by	Reference	Date
132.	Certification of Fire Engineering Works	Innova Services Pty Ltd	18223-L01	25/05/20
133.	Interim Occupation Architectural Statement of Compliance	Turner Architects	11013	30/03/20
134.	Installation Certificate – Pool & Spa Water Reticulation System	Crystal Pools Pty Ltd	-	05/05/20
135.	Installation Certificate – Vertical Partitioning Fins	Kolder Pty Ltd	-	13/05/20
136.	Compliance Certificate and Product Warranty – Roof Safety & Abseil Access System	Safety Anchors Pty Ltd t/as Safemaster Height Safety Solutions	-	04/05/20
137.	Landscape Certification	Scape Design Pty Ltd	SL65-15	18/05/20
138.	Condition 94 – Water Sensitive Urban Design Certification Works as Executed Plan Main Works Stormwater & Siteworks Plan	Richard Abbott Surveyor	181106	19/05/20
139.	Fire Penetration Matrix	-	-	-
140.	Statement of Compliance/Completion – Access	Accessible Building Solutions	-	21/05/20
141.	Performance Solution – Egress Stair Handrail	Accessible Building Solutions	217171	14/05/20
142.	Installation Certificate – Sarking (James Hardie HardieWrap)	Cathay Chung Yue Estate Pty Ltd	-	22/05/20
143.	Installation Certificate – Sarking (James Hardie HardieWrap)	YH Interiors Company	-	22/05/20
144.	Technical Data Sheet – James Hardie HardieWrap	James Hardie	-	Dec 19
145.	Fire Test Report – James Hardie HardieWrap	CSIRO Materials Science and Engineering	FNF10756	07/02/13
146.	Compliance Certificate – BASIX	Westbourne Constructions Pty Ltd	-	-
147.	Flow Test Report – Combined Hydrant Sprinkler System	Fine Line Fire Protection Pty Ltd	-	26/03/20
148.	Flow Switch Test Sheet – Fire Alarm	Fine Line Fire Protection Pty Ltd	-	-
149.	Calibration Certificate – Pressure Gauge	Ambit Instruments Pty Ltd	19255	27/03/19
150.	Pressure Test Report – Pressure Gauge	Ross Brown Sales Pty Ltd	11585N	14/08/19
151.	Certificate of Conformity – Balustrades	Capral Aluminium Limited	6447	17/07/19
152.	Structural Design Report – Aluminium Balustrade	Civil & Structural Engineering Design Services Pty Ltd	D-11-267676	25/11/19
153.	Structural Certificate – Balustrades	Civil & Structural Engineering Design Services Pty Ltd	D-11-267676-1	17/01/20
154.	Structural Design Check – Frameless Glass Balustrade	Civil & Structural Engineering Design Services Pty Ltd	T-11-267795	22/01/20
155.	Test Report – Frameless Glass Balustrade	Scope Testing Services Pty Ltd	STS17-0140-10	23/11/17
156.	Supplier Certificate – 10mm Heat Soaked Toughened Glass	TCT Group Pty Ltd	-	06/12/19





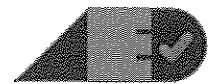
No.	Title	Prepared by	Reference	Date
157.	Condition 13 – Compliance with Pedestrian Wind Environment Statement	Windtech Consultants Pty Ltd	WC722-05F01(rev0)	12/05/20
158.	Condition 31 – Retention of Trees	Urban Tree Management Australia Pty Ltd	20210 loc2	25/05/20
159.	Condition 6 – Compliance with Norwest Association Requirements Satisfied	Norwest Association Limited	-	19/05/20
160.	Condition 39 & 92 Satisfied - Protection of Public Infrastructure - Public Infrastructure Inventory Report Post Construction	The Hills Shire Council	-	21/05/20
161.	Conditions 43, 55 and 79 - Minor Engineering Works - Engineering Works and Design - Internal Pavement Construction	Taylor Thomson Whitting	171527 CAAA-Rev1	22/05/20
162.	Conditions 7 and 41 - Provision of Parking Spaces - Vehicular Access Parking Car Park Design Review Certificate	Taylor Thomson Whitting	171527	06/08/18
163.	Conditions 7 and 41 - Provision of Parking Spaces - Vehicular Access Parking Traffic Inspection Certificate	Taylor Thomson Whitting	171527 TAAA	14/05/20
164.	Condition 16 – Acoustic Requirements - OC Certification	Acoustic Logic	20181176.2/1305A/R0/MB	13/05/20
165.	Condition 16 – Acoustic Requirements - Acoustic Compliance Test Report	Acoustic Logic	20181176.2	28/04/20
166.	Installation Certificate – Part J3 Building Sealing	Cathay Chung Yue Estate Pty Ltd	-	18/05/20
167.	Installation Certificate – Part J3 Building Sealing	YH Interiors Company	-	18/05/20
168.	Structural Inspection Certificate	Taylor Thomson Whitting	171527	28/02/20
169.	Record of Inspection – Pre CC	Trenton Jones (AED)	7769	09/05/19
170.	Record of Inspection – Bounding Wall - Building B Level 4	Clint Mills (AED)	7769	09/04/19
171.	Record of Inspection – Bounding Wall - Building B Level 5	Clint Mills (AED)	7769	10/04/19
172.	Record of Inspection – Bounding Wall - Building B Level 4	Kelly Smith (AED)	7769	16/04/19
173.	Record of Inspection – Bounding Wall - Building B Level 5	Clint Mills (AED)	7769	30/04/19
174.	Record of Inspection – Bounding Wall - Building A Level 5	Kelly Smith (AED)	7769	06/05/19
175.	Record of Inspection – Bounding Wall - Building B Level 6 & 7	Kelly Smith (AED)	7769	06/05/19
176.	Record of Inspection – Bounding Wall	Kelly Smith (AED)	7769	06/05/19





No.	Title	Prepared by	Reference	Date
	- Building B Level 6 & 7			
177.	Record of Inspection – Bounding Wall - Building A Level 6	Kelly Smith (AED)	7769	13/05/19
178.	Record of Inspection – Bounding Wall - Building B Level 8	Kelly Smith (AED)	7769	13/05/19
179.	Record of Inspection – Bounding Wall - Building A Level 7	Kelly Smith (AED)	7769	20/05/19
180.	Record of Inspection – Bounding Wall - Building A Level 8 & 9	Kelly Smith (AED)	7769	29/05/19
181.	Record of Inspection – Bounding Wall - Building B Level 9	Kelly Smith (AED)	7769	29/05/19
182.	Record of Inspection – Bounding Wall - Building A Level 10	Kelly Smith (AED)	7769	05/06/19
183.	Record of Inspection – Bounding Wall - Building B Level 10	Kelly Smith (AED)	7769	05/06/19
184.	Record of Inspection – Bounding Wall - Building A Level 11	Kelly Smith (AED)	7769	13/06/20
185.	Record of Inspection – Bounding Wall - Building B Level 11	Kelly Smith (AED)	7769	13/06/20
186.	Record of Inspection – Bounding Wall - Building A Level 12	Kelly Smith (AED)	7769	27/06/19
187.	Record of Inspection – Bounding Wall - Building B Level 12	Kelly Smith (AED)	7769	27/06/19
188.	Record of Inspection – Bounding Wall - Building A Level 13	Kelly Smith (AED)	7769	04/07/19
189.	Record of Inspection – Bounding Wall - Building B Level 13	Kelly Smith (AED)	7769	04/07/19
190.	Record of Inspection – Waterproofing - Building A Level 9 - Building B Level 8	Kelly Smith (AED)	7769	08/07/19
191.	Record of Inspection – Bounding Wall - Building A Level 14	Kelly Smith (AED)	7769	17/04/19
192.	Record of Inspection – Bounding Wall - Building B Level 14	Kelly Smith (AED)	7769	17/07/19
193.	Record of Inspection – Bounding Wall - Building A Level 16	Kelly Smith (AED)	7769	02/08/19
194.	Record of Inspection – Bounding Wall - Building B Level 16	Kelly Smith (AED)	7769	02/08/19
195.	Record of Inspection – Bounding Wall - Building A Level 17	Kelly Smith (AED)	7769	14/08/19
196.	Record of Inspection – Bounding Wall - Building B Level 17	Kelly Smith (AED)	7769	14/08/19
197.	Record of Inspection – Bounding Wall - Building B Level 18	Kelly Smith (AED)	7769	28/08/19
198.	Record of Inspection – Bounding Wall - Building A Level 18	Kelly Smith (AED)	7769	28/08/19
199.	Record of Inspection – Bounding Wall - Building A Level 19	Kelly Smith (AED)	7769	04/09/19





No.	Title	Prepared by	Reference	Date
200.	Record of Inspection – Bounding Wall - Building B Level 19	Kelly Smith (AED)	7769	11/09/19
201.	Record of Inspection – Progress - Balustrades	Ben Murrow (AED)	7769	25/09/19
202.	Record of Inspection – Pre Final	Ben Murrow (AED)	7769	15/10/19
203.	Record of Inspection – Pre Final	Ben Murrow (AED)	7769	16/10/19
204.	Record of Inspection – Stair Audit	Edward Di Michiel (AED)	7769	06/11/19
205.	Record of Inspection – Pre Final	Ben Murrow (AED)	7769	15/01/20
206.	Record of Inspection – Pre Final	Roland Allam (AED)	7769	16/03/20
207.	Record of Inspection – Pre OC	Trenton Jones (AED)	7769	09/04/20
208.	Record of Inspection – Pre OC	Trenton Jones (AED)	7769	24/04/20
209.	Record of Inspection – Pre OC	Trenton Jones (AED)	7769	08/05/20 11/05/20
210.	Record of Inspection – Pre Final	Ben Murrow (AED)	7769	19/05/20
211.	Record of Inspection – FRNSW	Trenton Jones (AED)	7769	20/05/20
212.	Missed Inspection – Stormwater	Trenton Jones (AED)	7769	25/03/20
213.	Record of Inspection – Final	Trenton Jones (AED)	7769	29.05.20
214.	FRNSW Key Handover email with attachments	Brandon Savill		30.05.20
215.	Instrument Setting Out Terms of Easements of Profits A Prendre Intended to be Created or Released and of Restrictions of the Use of Land or Positive Covenants Intended to be Created Pursuant to Section 88b Conveyancing Act	Prime Esplanade Land Pty Ltd.	DP1257111	22.05.20
216.	Plan of Subdivision of Lot 5074 in DP 1003042	Matthew Graham-Smith	DP1257111	28.02.20
217.	Installation / Completion Certificate - Fire Door self-closing devices - Smoke detector caps - Phone located with Fire Control Room	Joel Bryant (Westbourne Pty Ltd)	-	01.06.20
218.	Installation Certificate for: - Section J (shading devices) - SEPP 65 - Cleaning facilities (BCA NSW G1.101.	Joel Bryant (Westbourne Pty Ltd)	-	18.05.20
219.	Condition 8 – Dual Use Parking Spaces and Compliance with Carpark Management Report	Designa Australia Pty Ltd	-	18.05.20
220.	Condition 80 – Waste Storage Areas and Management System	Joel Bryant (Westbourne Pty Ltd)	-	21.05.20
221.	Condition 80 – Key Handover Sheet	Brandon Savill	-	Undated
222.	Letter of Compliance – Condition 80	The Hills Shire Council	-	21.05.20
223.	Condition 87 - Title Search	Land Registry Services	5074/1003042	10.3.20
224.	BASIX Completion Receipt	Planning Industry & Environment	CR-EJXF7Y8G-658108M_06	01/06/20
225.	Final fire safety report	FRNSW	D20/38311	21.05.20
226.	AED Letter in response to FRNSW Final fire safety report	AED	-	01.06.20





No.	Title	Prepared by	Reference	Date
227.	Condition 81 – Agreement for Onsite Waste Collection	-	-	Undated
228.	Test Report – Fire Sound Technical Data Sheet	H.B. Fuller Pty Ltd	-	Undated
229.	Assessment Report – Fire Resistance concrete penetrations	Exova Warrington Fire	27001-03	11/03/16
230.	Fire Sound Test Report – Aerated Concrete Penetrations	Warrington Fire	SFC 41257.3	20/12/06
231.	Fire Sound Test Report – Concrete Penetrations	Warrington Fire Research	41257 BS	11/10/06
232.	Fire Sound Material Safety Data Sheet	H.B. Fuller Pty Ltd	-	May 2013
233.	Test Report – Fire Resistance Test Pex Pipes	Exova Warrington Fire	35506000.4	15/07/15
234.	Assessment Report – Fire Resistance Hebel Speedpanel Plasterboard	Warrington Fire	49599300	22/02/19
235.	Assessment Report – Intumescent Damper	Exova Warrington Fire	33233400.7	16/04/18
236.	Assessment Report – Concrete Penetrations	Exova Warrington Fire	27001-03	11/03/16
237.	Fire Assessment Report – Fyreplex Sealant	Branz	FAR 4849	02/05/18
238.	Fire Test Report – Maxlite Protection Systems	Materials Science & Engineering	FCO-2586	13/08/19
239.	Assessment Report – Pronto Panel	Exova Warrington Fire	50130200.2	05/02/18
240.	Fire Test Report – Hebel Wall with Fyreplex Sealant	Exova Warrington Fire	FRT180357.1	08/10/18
241.	Test Report – Service Penetrations through vertical separating element	CSIRO Infrastructure Technologies	FSP 1724	04/02/16





BCA / Certifiers

**SCHEDULE 2 - FIRE SAFETY SCHEDULE**

ADDRESS: 11-13 Solent Circuit, Baulkham Hills

PERFORMANCE BASED ALTERNATIVE SOLUTION: YES  NO 

RELEVANT BCA VOLUME: BCA 2016

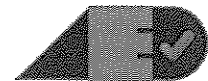
ESSENTIAL SERVICE TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE OF INSPECTION OR TEST & FREQUENCY (for information only)
<b>General - Fire Resistance</b>		
Lightweight Construction	BCA Clause C1.8, BCA Specification C1.8	Annual inspection
Fire Seals protecting openings in Fire-resisting components of the building (including Fire Collars & Fire-stopping/Mastic)	BCA Clause C3.15, BCA Specification C3.15 & C3.16, AS1530.4-2014 & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	Annual inspection
Fire-rated Lift Landing Doors	BCA Part Clause C3.10, AS1735.11-1986	To AS1851-2012
Fire Doors	BCA Part C3, AS1905.1-2015 & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	To AS1851-2012
Fire Dampers	BCA Clause C3.15, AS/NZS 1668.1-2015 AS1682.1-2015 AS1682.2-2015	To AS1851.1
Smoke Seals	Fire Engineering Report prepared by Innova Services, Ref: 18223- R01, Issue 7, dated 28/04/2020.	To AS1851.1
<b>General - Egress</b>		
Paths of Travel	BCA Clause 186 EP&A Regulation 2000, BCA Section D & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	Monthly inspections to confirm exit doors are accessible, intact, operational & fitted with conforming hardware
Automatic Fail-safe Devices (i.e. to unlock/open required Exit Doors)	BCA Clause D2.21, AS4085-1992, D2.22 (Re-entry from fire stairs)	To AS1851-2012
Signage	Fire Engineering Report prepared by Innova Services, Ref: 18223- R01, Issue 7, dated 28/04/2020.	To AS1851.1
Management in Use	Fire Engineering Report prepared by Innova Services, Ref: 18223- R01, Issue 7, dated 28/04/2020.	To AS1851.1
Warning & Operational Signs	Fire & Smoke Door Signage	BCA Clause D2.23
	Offences relating to Fire Stairs	Clause 183 of EP&A Regulation 2000
<b>General - Services &amp; Equipment</b>		
Portable Fire Extinguishers	BCA Clause E1.6, AS2444-2001	To AS1851-2012
Emergency Lifts	BCA Clause E3.4, AS1735.2-2001	Weekly inspection
Warning Systems associated with Lifts (including Signs)	BCA Part E3	Annual inspection





ESSENTIAL SERVICE TO BE INSPECTED OR TESTED	INSTALLATION STANDARDS/LEVEL OF PERFORMANCE	NATURE OF INSPECTION OR TEST & FREQUENCY (for information only)
<b>Mechanical Services</b>		
Air-conditioning & Mechanical Ventilation/Air Handling Systems	BCA Clause E2.2, BCA Table E2.2a, BCA NSW Table E2.2b, AS1668.1-2015 & AS 1668.2-2012 & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	To AS1851-2012
Automatic Shutdown of Air Handling Systems	BCA NSW Table E2.2b, BCA Specification E2.2a (Clause 5), AS1668.1-2015	To AS1851-2012
Stairwell Pressurisation Systems	BCA E2.2a, AS1668.1-2015	To AS1851-2012
<b>Electrical Services</b>		
Automatic Fire Detectors & Alarm Systems	(General Detection) BCA Clause E2.2 (Clauses 4, 6, 7), BCA Table E2.2a, BCA Specification E2.2a, AS1670.1-2015, AS3786-2014 & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	To AS1851-2012
Brigade Connections (System Monitoring)  <i>System Monitoring is required for:</i>	Sprinklers BCA Clause E1.5, BCA Specification E1.5, AS2118.1-1999, AS1670.3-2004	To AS1851-2012
Sound Systems and Intercom Systems for Emergency Purposes	BCA Clause E4.9, AS1670.4-2015 & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	To AS1851-2012
Emergency Lighting	BCA E4.2, E4.4 & AS2293.1-2005	To AS 2293.2
Exit Signs	BCA E4.5, E4.6 & E4.8, AS2293.1-2005 & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	To AS 2293.2
<b>Hydraulic Services</b>		
Fire Hydrants	BCA Clause E1.3, AS2419.1-2005	To AS1851-2012
Automatic Fire Suppression Systems (Sprinklers) (including Brigade Connection) - Fast response sprinklers	BCA Clause E1.5, BCA Specification E1.5, AS2118.1-1999 & Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	To AS1851-2012
Fire Hose Reel Systems	BCA Clause E1.4, AS2441-2005	To AS1851-2012
<u>Performance Solution 1</u> Floor within the wet areas within the residential units set-down in the floor slab results in a reduction of the slab from 200mm to 180mm.	Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.	To AS1851-2012



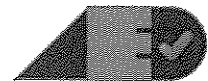


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<p><u>Performance Solution 2</u> Reduced FRL's within the Class 6 areas from 180 minutes to 120 minutes.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 3</u> A single exit from the retail, restaurant and ground floor lobbies.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 4</u> Distance between alternative exits within the carpark levels up to 108m in lieu of 60m. The travel distance within the carpark of up to 60m in lieu of 40m to the nearest exit.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 5</u> Travel distance from the entry door into a residential unit from a point which 2 exits are available up to 12.5m Travel distance from the level 4 podium to a point of choice of 60m in lieu of 20m. Travel distance between alternative exits through a point of choice is up to 110m in lieu of 60m &amp; distance to nearest exit is up to 120m in lieu of 40m. Residential corridors will be up to 45m without smoke doors in lieu of 40m</p> <ul style="list-style-type: none"> <li>▪ Medium temperature smoke seals to all unit entry doors;</li> <li>▪ Illuminated exits signs.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 6</u> Travel distance from the commercial tenancies to a point of choice of 29m in lieu of 20m.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 7</u> Fire stairs FS01, FS02 and FS03 discharge to a path of travel within 6m of unprotected openings. Fire stairs FS04, FS05 &amp; FS 06 discharge within the building. Additionally FS04 and FS06 do not provide independent egress as per the requirement of D1.7(b)</p> <ul style="list-style-type: none"> <li>▪ Alternative path of travel to reach the public road, in the opposite direction;</li> <li>▪ Doors to the gas room and water meter room comprise -/60/30 fire doors with combined intumescent fire and smoke seals. Door into the FCR with an FRL - /120/30 self-closing door with combined intumescent fire and smoke seals.</li> <li>▪ The construction bounding the discharge areas has an FRL of - /120/120 and not to incorporate any other openings.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>



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<p><u>Performance Solution 8</u></p> <p>Egress doors from the ground floor laneway restaurants and retail swing against the direction of egress:</p> <ul style="list-style-type: none"> <li>▪ Signage on the side that faces a person seeking egress to all inward swinging doors;</li> <li>▪ Emergency evacuation procedures within the retail and restaurants on ground level;</li> <li>▪ Automatic smoke detection and alarm system throughout the ground floor;</li> <li>▪ A compliant lever handle to the subject doors.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 9</u></p> <p>Discharge doors from FS04 and FS06 are not provided.</p> <p>Rising stairs from the basement level connected directly to the stairs from the levels above in lieu of no direct connection between rising and descending stairs:</p> <ul style="list-style-type: none"> <li>▪ Compliant stair pressurization for the fire isolated stairs and passage;</li> <li>▪ Directional illuminated exit signage and additional signage within the fire isolated passageway to indicate the level of discharge.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 10</u></p> <p>Omit sprinkler coverage to the cupboards, wardrobes and shower cubicles in residential units:</p> <ul style="list-style-type: none"> <li>▪ AS 2118.1-2017 where sprinklers are permitted to be omitted from cupboards and shadowed areas;</li> <li>▪ The shower cubicles as shadowed areas not exceed 1.4m<sup>2</sup>;</li> <li>▪ The cupboards not exceed 2.5m<sup>2</sup> in area and not used for the storage of flammable liquids;</li> <li>▪ Fire sprinkler system installed in accordance with AS 2118.1-2017.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 11</u></p> <p>Omit zone smoke control system to the Class 6 retail, restaurant and commercial areas of the building.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>





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<p><u>Performance Solution 12</u></p> <p>Evacuate the fire affected buildings/ areas only in lieu of the entire building in the event of a fire alarm:</p> <ul style="list-style-type: none"> <li>▪ Compliant fire separation between the different alarm zones;</li> <li>▪ Smoke detector adjacent to the lift landing doors associated with each respective tower within the carparking levels;</li> <li>▪ Adjacent to Building B residential lobby is the Fire Control Room, containing the main FIP and SSISEP panel (servicing, with Building A Residential lobby and Commercial lobby containing a secondary EWIS and SSISEP panel);</li> <li>▪ Four alarm zones: <ul style="list-style-type: none"> <li>○ Carparking areas;</li> <li>○ Class 5 and 6 areas;</li> <li>○ Building A Lobby and Tower;</li> <li>○ Building B lobby and Tower.</li> </ul> </li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 13</u></p> <p>Mechanical ventilation system serving the carparking areas comprises of jet fans in lieu of a ducted carpark ventilation system that complies with AS 1668.2:</p> <ul style="list-style-type: none"> <li>▪ Fast response sprinkler heads throughout the car parking levels.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 14</u></p> <p>The building contains openings for the stair pressurization intake located beneath awnings adjacent to fire Stair 4, 5 and 6:</p> <ul style="list-style-type: none"> <li>▪ Awnings open on three sides;</li> <li>▪ Fire Stair 05 intake 300mm lower than the finished ceiling awning fronting Railway Parade;</li> <li>▪ Fire sprinklers throughout the building;</li> <li>▪ Management in use procedure, areas under the awning kept free of anything that may obstruct or impede the free passage of persons with signage stating the following "STORAGE OF COMBUSTIBLE MATERIALS PROHIBITED"</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 15</u></p> <p>To have the distance between alternative exits serving the residential levels of both buildings be 6.1m apart in lieu of being 9m apart:</p> <ul style="list-style-type: none"> <li>▪ Automatic fire sprinklers provided throughout the development;</li> <li>▪ Management procedure implemented to ensure paths of travel to exits and lobby/ public corridor areas are kept free of anything that may obstruct or impede free passage of persons.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>



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<p><u>Performance Solution 16</u></p> <p>To reduce the FRL's of the structural building elements associated with the storage areas on levels B, 1, 2 and 3 to achieve an FRL of 120/120/120 (if loadbearing) or -/120/120 (if non-loadbearing), in lieu of 4-hour fire rated construction:</p> <ul style="list-style-type: none"> <li>▪ Storage rooms, other than residential cages, separated from the remainder of the level by 2 hour fire rated construction and associated doorways protected with self-closing -/120/30 fire doors.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 17</u></p> <p>To permit the use of sarking within the external wall assemblies of the subject development where the sarking material does not satisfy the non-combustibility requirements of the BCA.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 18</u></p> <p>To omit fire sprinkler protection to the level 4 and level 5 podium pergola awnings, in addition to the high-level awning over building B driveway and the awning connecting carpark and building A.</p> <p>Also, to omit the fire sprinkler coverage from sections of the awning area above the podium level communal spa and pool area:</p> <ul style="list-style-type: none"> <li>▪ No stagnant fuel loads located in the non-sprinkler protected areas;</li> <li>▪ Non-combustible Type A construction of the structures;</li> <li>▪ Podium awnings forming no horizontal connection to the building;</li> <li>▪ The automatic fire sprinkler system is to be installed in accordance with AS 2118.1-1999 throughout the remainder of the building.</li> </ul>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020.</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 19</u></p> <p>To permit water filled metal pipes to be fire stopped in accordance with BCA Clause C3.15(a)(i), with the exception of the insulation criteria of the required FRL where there is likely to be combustible materials located within a 100mm radius for a distance of 2m of the fire rated penetration.</p> <p>Additionally the grouping of the PEX Pipes passing through the fire rated floor slab is not installed identically in accordance with a tested system as required by Specification C3.15</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020</p>	<p>To AS1851-2012</p>





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<p><u>Performance Solution 20</u></p> <p>To permit the use of 12mm plywood feature wall on the public corridor walls on residential levels and in the ground floor residential lobbies, in locations adjacent to the lift doors.</p> <p>Additionally, to permit the use of 12.5mm quick-step engineered Timber as cladding within the ground floor lobby of Building B</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 21</u></p> <p>To locate PVC sewer and stormwater pipes access doors within the fire-isolated stairway on Level 1, where access to services other than for fire-fighting or detection equipment as permitted in the Deemed to satisfy provisions of section E, must not be provided from a fire-isolated passageway under Clause D2.7 (a)</p> <p>Additionally, the access panel to the garbage chute is located within the fire-isolated stairway.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 22</u></p> <p>To have the unobstructed width within the fire services pump room reduced to be less than 1m, being minimum 670mm.</p> <p>To have the unobstructed width within the mechanical plant rooms to be reduced to be less than 1m, being minimum 600mm</p> <p>To have the unobstructed width within the grease arrestor room to be reduced to be less than 1m, being minimum 910mm. Additionally the height of 1.9m in lieu of 2m.</p> <p>To have the path of travel from the Building B level 4 mechanical plant room reduced to 920mm in lieu of 1m.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020</p>	<p>To AS1851-2012</p>
<p><u>Performance Solution 23</u></p> <p>To permit service penetrations through the hebel bounding wall which contains an additional layer of gyprock for acoustic rating, which is not identical to a hebel wall penetration tested system.</p>	<p>Fire Engineering Report prepared by Innova Services, Ref: 18223-R01, Issue 7, dated 28/04/2020</p>	<p>To AS1851-2012</p>





Application: 10507101  
Your Ref: 40825

**26 August 2020**

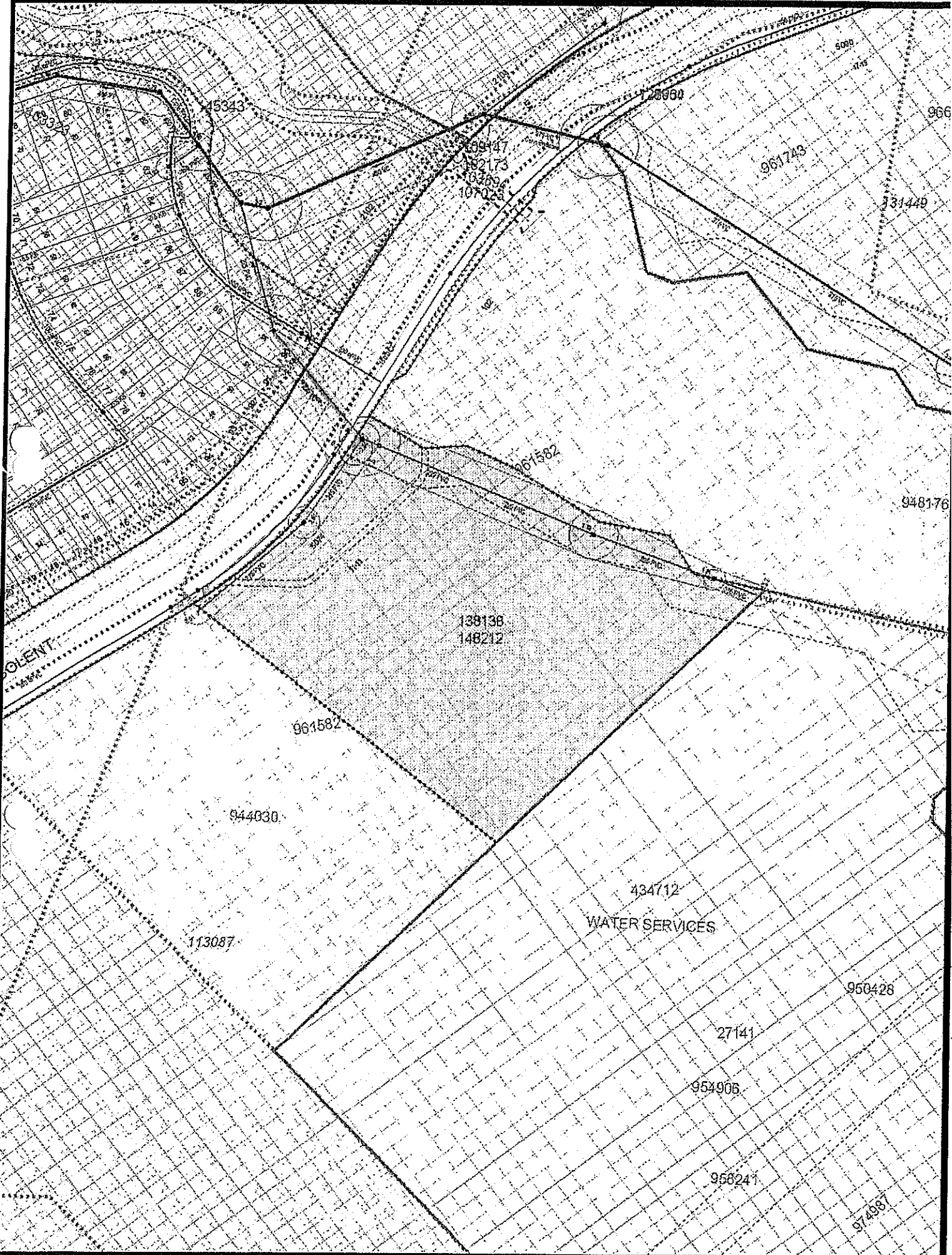
**Property details: 11-13 Solent Cct Norwest NSW 2153  
LOT CP SP 99882**

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.