

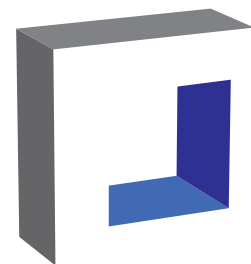
2015-1001

**PROPOSED TINY HOMES PILOT
25 RACECOURSE ROAD, GOSFORD**

STATEMENT OF ENVIRONMENTAL EFFECTS

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1.0 Introduction

1.1 Background - Tiny Homes Foundation

The Tiny Homes Foundation (THF) is a not-for-profit organisation dedicated to providing socially, environmentally and economically sustainable affordable housing solutions and support for people experiencing homelessness.

The THF aims to work within a collaborative supported service model that seeks to address the needs of people experiencing, and at risk of, homelessness. THF offers an open source model to encourage other such projects across Australia.

The 'tiny homes' pilot program will serve as a prototype for a new and innovative way to address Australia's growing housing affordability crisis through the development of Tiny Home villages in partnership with state and local government.

The goals of the pilot program are:

- Australian first implementation transitioning people experiencing homelessness to home ownership at a built cost of approximately \$15,000-\$20,000 per home.
- Open source model able to be copied and adapted by private, public and not-for-profit sectors.
- Successfully integrate an affordable housing solution for people experiencing homelessness with employment, education and social re-integration solutions as part of a scalable community project.
- Provide the proof of concept to enable legislative change at a state or federal level for ease of scalability.

The pilot program will comprise four tiny homes, a shared laundry and common space offering amenities and meeting facilities for the provision of welfare and education services. Further details of the proposed development are contained in Section 1.4 below. An example of a tiny home project is shown in Figure 1 below.

The THF concept and preliminary designs were presented to the Strategic Policy Committee of Gosford City Council on 19 May 2015 and were received very positively. THF and Gosford City Council have worked collaboratively since this time to identify potential sites for the pilot program. The site chosen forms the basis of the current application.



Figure 1 - Example of Tiny Homes Project In Eugene, Oregon, USA

Source: <http://www.squareonevillages.org/>

1.2 Site Details

The subject site comprises Lot 6 in DP 11569 and is known as 25 Racecourse Road, Gosford. The site is rectangular in shape and has an area of 930m². The site has a frontage of 15.25 metres to Racecourse Road and a frontage of 61 metres to Showground Road.

The site is relatively flat, however is elevated from both street frontages, with a timber retaining wall and metal balustrade running the full length of both street frontages. The site is well screened by dense vegetation along Showground Road. The site contains several trees and smaller shrubs.

The site is located approximately 450 metres north of Gosford Railway Station, approximately 100 metres east of Gosford Hospital and approximately 200 metres east of Gosford Golf Course.

The site is owned by The Council of the Shire of Gosford and historically contained a dwelling and several outbuildings that accommodated the 'Gosford Family Centre'. All buildings and improvements have been demolished/removed from the site and the site is currently vacant.

Gosford Council has considered and approved the use of the site by the THF for its pilot project.

The location of the site is shown in Figure 2 below.



Figure 2 - Site Locality Plan

Source: NSW Government – Planning Viewer Beta 2015

1.3 Surrounding Development

The site is bounded immediately to the south and west by residential flat buildings; a shared pathway to the east (along the top of the timber retaining wall). Gosford High School is located on the north side of Racecourse Road and low density dwellings and the Great Northern Railway line are located on the eastern side of Showground Road. Surrounding development is indicated on Figure 2 above.

1.4 Proposed Development

Consent is sought for the construction of four ‘tiny homes’ to be used as self-contained boarding accommodation for four lodgers (i.e. maximum of one lodger per ‘tiny home’). A common laundry and lounge/meeting room will also be constructed on the site, with the remainder of the site being used for permeable access and as common open space, landscaping and vegetable gardens. The proposed ‘tiny homes’ are shown on the site plan and in the set of architectural plans prepared by NBRSPartners Architects found at Appendix A.

Each ‘tiny home’ is designed around passive solar principles to maximise year round thermal comfort. They will have the option of being ‘off grid’ (i.e. solar electric power, solar hot water, rain water collection and reuse, and low consumption appliances).

Windows to the east and west create the greatest heat loads in summer and have therefore been minimised. Every window not facing north is a potential heat loss point in winter, therefore these have also been minimised. Each window has been designed to be at eye level of a seated occupant. Windows to the north will be controlled with shade devices, which play a vital role in the thermal performance of each tiny home. Windows will be glass louvre type, providing 100% open area when open, as opposed to a maximum of 50% for a sliding window.

The following cost-saving measures will be implemented to ensure the ‘tiny homes’ can be delivered as affordably as possible and moved easily if and when necessary:

- windows are expensive, therefore minimised
- windows are located wholly within separate wall panels for constructability and panel stability
- relocatable once assembled
- designed for low unit cost/ mass production
- pre-assembly and delivery to site option within standard RTA limits or can be delivered to site flat-packed
- components can be handled and assembled safely on site by 2 persons within WHS guidelines
- components can be carried to site without need for a crane
- can be assembled by a DIYer without specialist trade skills.

The ‘tiny homes’ will replace a small cottage that was located on the site (prior to being demolished) and will fit comfortably within the existing character of the area. The desired future character (i.e. higher density mixed used development, will not be impacted by the approval of temporary ‘tiny homes’ which can be relocated if and when the site becomes unavailable to the THF (at Gosford Council’s discretion).

The site will be managed in partnership with a local social and community housing provider, Pacific Link Housing (PLH). PLH has over 30 years experience in providing social and community housing, with over 900 properties and 2,000 tenants on the Central Coast and in the Hunter Region.

In addition to housing, PLH *‘assists tenants through the provision of additional services and programs tailored to their individual needs. These are provided through Pacific Link and more than 20 service partners in our region’*. (pacificlink.org.au/about)

PLH also provides *‘scholarships, services and programs to help tenants remain engaged; pursue life-long learning; participate in training; take up work; gain or regain their independence and – where they are able – to return to private housing’*. (pacificlink.org.au/about)

It is this partnership that will ensure the successful management of the site, in accordance with an adopted Management Plan (a copy can be found at Appendix B), and the engagement of lodgers in their local community and life generally.

2.0 The provisions of any environmental planning instruments

2.1 State Environmental Planning Policies (SEPPs)

2.1.1 State Environmental Planning Policy No. 55 - Remediation of Land (SEPP 55)

The site historically contained a dwelling and associated outbuildings. Prior to their demolition, these buildings were used as a community facility (Gosford Family Centre).

Given the site's previous residential and community uses, there is not considered to be any risk of contamination on the site and no further assessment is necessary.

The previous buildings contained asbestos material, however this was removed from the site in accordance with the requirements of WorkCover and Safe Work Australia's *How to Safely Remove Asbestos Code of Practice*.

2.1.2 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

The proposal will not involve separate 'dwellings' and therefore does not meet the definition of a BASIX affected building. As such, it is our understanding that a BASIX certificate is not required to accompany the development application.

2.1.3 State Environmental Planning Policy (Affordable Rental Housing) 2009 (ARH SEPP)

Permissibility (i.e. compliance with the definition of a boarding house) is discussed in Section 2.2 below. The following table provides an assessment of the proposal against relevant clauses of the ARH SEPP.

State Environmental Planning Policy (Affordable Rental Housing) 2009		
Clause	Provision	Comment
3	<p>Aims of Policy The aims of this Policy are as follows:</p> <ul style="list-style-type: none"> (a) to provide a consistent planning regime for the provision of affordable rental housing, (b) to facilitate the effective delivery of new affordable rental housing by providing incentives by way of expanded zoning permissibility, floor space ratio bonuses and non-discretionary development standards, (c) to facilitate the retention and mitigate the loss of existing affordable rental housing, (d) to employ a balanced approach between obligations for retaining and mitigating the loss of existing affordable rental housing, and incentives for the development of new affordable rental housing, 	<p>The proposal is considered to meet the aims of the policy, as follows:</p> <ul style="list-style-type: none"> (a) n/a (b) provision of affordable housing to disadvantaged young persons and persons at risk of, or experiencing, homelessness at minimum cost and with minimal overheads/liabilities. (c) n/a (d) n/a (e) the project will be jointly coordinated by Pacific Link Housing, an established and trusted not-for-profit, affordable housing provider on the Central Coast and in the Hunter Region. (f) the site is perfectly located to provide affordable housing for those most at risk of homelessness within the Gosford CBD and within walking distance of public transport, education and training facilities and hospital and medical

State Environmental Planning Policy (Affordable Rental Housing) 2009

Clause	Provision	Comment
	<p>(e) to facilitate an expanded role for not-for-profit-providers of affordable rental housing,</p> <p>(f) to support local business centres by providing affordable rental housing for workers close to places of work,</p> <p>(g) to facilitate the development of housing for the homeless and other disadvantaged people who may require support services, including group homes and supportive accommodation.</p>	<p>services.</p> <p>(g) the proposal will provide housing for those who are homeless, or are most at risk of homelessness within the Gosford CBD and within walking distance of public transport, education and training facilities and hospital and medical services.</p>
Division 3 Boarding Houses		
26 & 27	<p>Land to which Division applies This Division applies to development, on land to which this Division applies, for the purposes of boarding houses.</p>	This Division applies to land within the B4 Mixed Use Zone, <i>inter alia</i> .
29	<p>Standards that cannot be used to refuse consent</p> <p>(1) A consent authority must not refuse consent to development to which this Division applies on the grounds of density or scale if the density and scale of the buildings when expressed as a floor space ratio are not more than:</p> <p>(a) the existing maximum floor space ratio for any form of residential accommodation permitted on the land, or</p> <p>(b) n/a</p> <p>(c) n/a</p> <p>(2) A consent authority must not refuse consent to development to which this Division applies on any of the following grounds:</p> <p>(a) building height if the building height of all proposed buildings is not more than the maximum building height permitted under another environmental planning instrument for any building on the land</p> <p>(b) landscaped area if the landscape treatment of the front setback area is compatible with the streetscape in which the building is located</p>	<p>The B4 Mixed Use Zone permits a 'boarding house', which is a type of 'residential accommodation'.</p> <p>The maximum FSR for the site is identified under Gosford LEP 2014 (GLEP) as 2:1. The proposal will have an FSR of 0.13:1, which is significantly less than the maximum permitted.</p> <p>The maximum height for the site is identified under GLEP as 18 metres. The proposal buildings will have a maximum height of 4.3 metres, which is significantly less than the maximum permitted.</p> <p>The proposed landscaped treatment of the front setback is compatible with, and will provide an improvement to, the established streetscape. Retention of existing landscaping, together with additional landscaping along the shared pathway, road reserve, and side and rear boundaries will enhance this area and provide screening to the development from both street frontages.</p>



State Environmental Planning Policy (Affordable Rental Housing) 2009

Clause	Provision	Comment
		It will also provide privacy for lodgers of the tiny homes from the adjacent roads, share path and residential development.
	(c) solar access where the development provides for one or more communal living rooms, if at least one of those rooms receives a minimum of 3 hours direct sunlight between 9am and 3pm in mid-winter	The proposed common lounge room will receive a minimum of 3 hours direct sunlight between 9am and 3pm in mid winter. See site plan found at Appendix A for details.
	(d) private open space if at least the following private open space areas are provided (other than the front setback area): (i) one area of at least 20 square metres with a minimum dimension of 3 metres is provided for the use of the lodgers, (ii) n/a.	A majority of the site (approximately 765m ²) will be dedicated to private open space. This will be comprised of: <ul style="list-style-type: none"> • a small grassed area adjacent (and to the north of) to each of the tiny home’s decks • common vegetable garden at the northern end of the site (chosen for maximum access to sunlight and to provide a buffer between traffic on the adjacent roundabout and the tiny homes), and • common courtyard (total area of approximately 35m²) to the north of the common room (lounge). This area is not in a front setback area and has a minimum dimension of 5 metres, therefore complying with control (d)(i).
	(e) parking if: (i) in the case of development in an accessible area—at least 0.2 parking spaces are provided for each boarding room, and (ii) n/a (iii) n/a	The site is located within an accessible area. Based on the provision of four tiny homes (boarding rooms), 0.8 car parking spaces are required. Given the constraints of the site (i.e. lack of existing vehicular access, retaining wall and shared pathway along both road frontages, and proximity to a busy roundabout) and the nature of the land use proposed (i.e. housing for homeless persons who are very unlikely to own a vehicle), it is not considered necessary to provide any on-site vehicle parking and a variation of 0.8 spaces is requested pursuant to point (4) below. Clause 29(4) allows a consent authority to consent to development to which this Division applies whether or not the development complies with the standards set out in subclause (1) or (2). Given the nature of the proposal, and Gosford Council’s support for the project, it is requested that Council support the proposal despite not achieving full compliance with the numerical controls

State Environmental Planning Policy (Affordable Rental Housing) 2009

Clause	Provision	Comment
	<p>(f) accommodation size if each boarding room has a gross floor area (excluding any area used for the purposes of private kitchen or bathroom facilities) of at least:</p> <p>(i) 12 square metres in the case of a boarding room intended to be used by a single lodger, or</p> <p>(ii) n/a</p> <p>(3) A boarding house may have private kitchen or bathroom facilities in each boarding room but is not required to have those facilities in any boarding room.</p> <p>(4) A consent authority may consent to development to which this Division applies whether or not the development complies with the standards set out in subclause (1) or (2).</p>	<p>of clause 29(2)(e).</p> <p>Several 'tiny home' layouts are proposed and will be chosen based on the client profiling, character of the site and operational requirements for each individual project.</p> <p>The smallest 'tiny home' (boarding room) will have at an area of almost 12m² including a kitchen bench and very small bathroom (there will not be separate rooms within each 'tiny home'). The largest 'tiny home' will be 20m² including a kitchen bench and very small bathroom. The largest tiny home formal/layout is shown on the site plan (Appendix A) to give Council an idea of the maximum FSR and site coverage proposed.</p> <p>Given the unique nature of the proposal, and the accommodation needs of future lodgers, these room sizes are considered to be acceptable.</p> <p>Each tiny home (boarding room) is provided with its own private kitchen and bathroom facilities.</p> <p>As discussed at point 2(e) above, a variation of 0.8 car parking spaces is requested given site constraints and the nature of the proposal.</p>
30	<p>Standards for boarding houses</p> <p>(1) A consent authority must not consent to development to which this Division applies unless it is satisfied of each of the following:</p> <p>(a) if a boarding house has 5 or more boarding rooms, at least one communal living room will be provided</p> <p>(b) no boarding room will have a gross floor area (excluding any area used for the purposes of private kitchen or bathroom facilities) of more than 25 square metres</p> <p>(c) no boarding room will be occupied by more than 2 adult</p>	<p>Only four tiny homes (boarding rooms) are proposed, therefore a communal living room is not required. Notwithstanding this, a common gathering space and laundry/store are proposed, as shown on the plans found at Appendix A.</p> <p>The common rooms will be the same design as the four tiny homes, just with varied layouts. For this reason, the elevations, sections and perspectives found at Appendix A relate to all proposed buildings within the site.</p> <p>Each tiny home (boarding room) has a floor area, excluding kitchen and bathroom facilities, of between 12m² and 20m² and are therefore below the 25m² gross floor area requirement.</p> <p>Each tiny home (boarding room) will accommodate a maximum of one lodger.</p>



State Environmental Planning Policy (Affordable Rental Housing) 2009

Clause	Provision	Comment
	lodgers	
	(d) adequate bathroom and kitchen facilities will be available within the boarding house for the use of each lodger	Each tiny home (boarding room) is provided with its own private kitchen and bathroom facilities.
	(e) if the boarding house has capacity to accommodate 20 or more lodgers, a boarding room or on site dwelling will be provided for a boarding house manager	Only four tiny homes (boarding rooms) proposed, therefore accommodation for an on-site manager is not required. Notwithstanding, the site will be closely managed by the THF in partnership with PLH. A Management Plan has been prepared for the site and a copy can be found at Appendix B.
	(g) if the boarding house is on land zoned primarily for commercial purposes, no part of the ground floor of the boarding house that fronts a street will be used for residential purposes unless another environmental planning instrument permits such a use	The site is zoned B4 Mixed Use, and is not therefore zoned primarily for commercial purposes.
	(h) at least one parking space will be provided for a bicycle, and one will be provided for a motorcycle, for every 5 boarding rooms	Bicycle parking will be provided for each of the four proposed tiny homes (boarding rooms).
30A	<p>Character of local area</p> <p>A consent authority must not consent to development to which this Division applies unless it has taken into consideration whether the design of the development is compatible with the character of the local area.</p>	<p>The character of the area is varied, with a mixture of low and medium density residential development, as well as a range of non-residential developments, in close proximity.</p> <p>The temporary use of the site for four tiny homes (boarding rooms) will fit within, and actually improve, the character of the local area.</p> <p>The bulk, scale and form of the temporary buildings will fit comfortably within the existing setting while still allowing the site to be redeveloped in the longer term in line with what is anticipated in the B4 Mixed Use Zone and within the Gosford City Centre.</p>

2.2 Gosford Local Environmental Plan 2014 (GLEP 2014)

The subject site is zoned B4 Mixed Use Zone under GLEP 2014, as shown in Figure 3 on the following page.

The objectives of the B4 Mixed Use Zone are:

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible



locations so as to maximise public transport patronage and encourage walking and cycling.

- To encourage a diverse and compatible range of activities, including commercial and retail development, cultural and entertainment facilities, tourism, leisure and recreation facilities, social, education and health services and higher density residential development.
- To allow development in Point Frederick to take advantage of and retain view corridors while avoiding a continuous built edge along the waterfront.
- To create opportunities to improve the public domain and pedestrian links of Gosford City Centre.
- To enliven the Gosford waterfront by allowing a wide range of commercial, retail and residential activities immediately adjacent to it and increase opportunities for more interaction between public and private domains.
- To protect and enhance the scenic qualities and character of Gosford City Centre.

The proposal is considered to meet these objectives by providing a diversified and affordable housing choice that respects surrounding land uses and has minimal impact on the natural environment. The proposed use will also encourage walking and cycling and use of nearby public transport options.

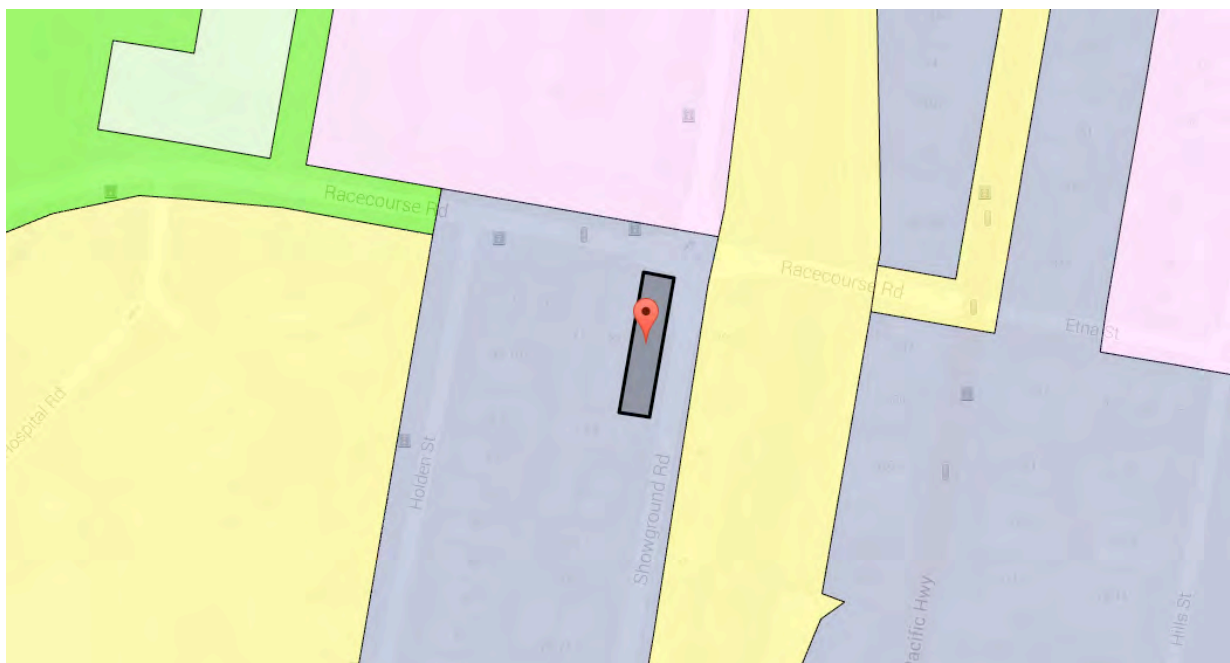


Figure 3 - Zoning map showing site in the B4 Mixed Use Zone Source: NSW Government – Planning Viewer Beta 2015

A detailed assessment of the proposal against the provisions of GLEP 2014 has revealed the following two potential characterisations for the proposal:

1. Multi dwelling housing, with the following definition:

'multi dwelling housing means 3 or more dwellings (whether attached or detached) on one lot of land, each with access at ground level, but does not include a residential flat building.'

2. Boarding house, with the following definition:

'boarding house means a building that:

- (a) is wholly or partly let in lodgings, and
- (b) provides lodgers with a principal place of residence for 3 months or more, and
- (c) may have shared facilities, such as a communal living room, bathroom, kitchen or laundry, and
- (d) has rooms, some or all of which may have private kitchen and bathroom facilities, that accommodate one or more lodgers,

but does not include backpackers' accommodation, a group home, hotel or motel accommodation, seniors housing or a serviced apartment.'

The definition of 'boarding house' was chosen as it was considered to best characterise and serve the proposal in the following ways:

- There will be four 'tiny homes' which are the size of a boarding room only and do not contain an separate living room or laundry (these are provided in a separate building on site)
- The tiny homes will provide lodgers with a place of residence for a minimum of 3 months
- This use better reflects the temporary nature of the proposal
- A boarding house provides car parking and private open space advantages under the ARH SEPP that are not available under Gosford DCP
- There would be significant variations sought to Gosford DCP controls if defined as multi dwelling housing (particularly in regard to car parking, private open space, and landscaping).

It is noted that the definition of a 'boarding house' contains the word 'building' whereas the proposal involves the construction of several buildings that form one 'boarding house'. Legal advice has been obtained from Clayton Utz regarding this aspect. Clayton Utz states their interpretation of the definition of a 'boarding house' under GLEP 2014 and provides a judicial review of recent cases regarding the characterisation of a 'boarding house'. In summary, Clayton Utz found that a *'boarding house may be number of buildings on a single site'*. A copy of the legal advice can be found at Appendix C.

The proposed use is defined as a 'boarding house'. A 'boarding house' is listed as being a permitted land use, with consent, in the B4 Land Use Table.

The following table provides an assessment of the proposal against other relevant clauses of GLEP 2014, including consideration of Principal Development Standards.

Gosford Local Environmental Plan 2014		
Clause	Provision	Comment
1.2	Aims of the plan	<p>The proposal is considered to meet the aims of GLEP 2014 in the following ways:</p> <ul style="list-style-type: none"> • encourages a diverse range of housing options for the socially disadvantaged residents of Gosford • fosters environmental and social well being in the local community • provides community facilities and amenities and a better quality of life to the homeless or those at risk of homelessness • provides social housing within close proximity of public transport and a range of services within the city centre • has limited impact on the environmental and cultural heritage of Gosford • has limited impact on the natural environment • will not exacerbate risks in relation to flooding and bush fires • promotes a high standard of urban design that responds appropriately to the existing or desired future character of the area • promotes design principles to improve the safety, accessibility, health and well being of residents

Gosford Local Environmental Plan 2014

Clause	Provision	Comment
1.9	Application of SEPPs	The provisions of the ARH SEPP apply and prevail over GLEP 2014.
4.3	Height of buildings	The Height of Buildings Map identifies a maximum height of 18 metres for this site. The proposal involves a number of single storey buildings, with a maximum height of 4.3 metres and therefore well below the identified maximum height limit.
4.4	Floor space ratio	The Floor Space Ratio Map identifies a maximum FSR of 2:1 for this site. The site has a total area of 930m ² while the proposed buildings have a total floor space of 120m ² . The development has a total FSR of 0.13:1 and is therefore well below the maximum limit. NB. Clause 8.3 does not apply to the subject site.
5.10	Heritage conservation	<p>The site does not contain any listed heritage items, nor is it located within a heritage conservation area.</p> <p>There is one listed item within close proximity of the site – Item 45 ‘Railway Bridge and Viaduct’, with local significance. This item is opposite the site to the north-east and crosses the great northern railway line. The proposed buildings will have no impact on this item.</p>
7.1	Acid sulfate soils	The site is identified as containing Class 5 acid sulfate soils. While approximately 250 metres to Class 3 soils (within the golf course along Narara Creek), the proposed development does not include a basement level or extensive earthworks and is therefore unlikely to lower the watertable on Class 3 land. As such, no further assessment or investigations are considered warranted.
8.4	<p>Minimum building street frontage</p> <p>(1) The objective of this clause is to encourage the amalgamation of smaller lots to achieve the efficient development of land and design of buildings.</p> <p>(2) This clause applies to land in the following zones, <i>inter alia</i>:</p> <p style="padding-left: 40px;">(a) Zone B4 Mixed Use</p> <p>(3) Development consent must not be granted to the erection of a building on land to which this clause applies unless the building will have a street frontage of at least 24 metres.</p>	<p>The provisions of this clause are considered more applicable to a permanent building that would be constructed on the site, rather than the temporary buildings that will be erected for the term of the lease only.</p> <p>Notwithstanding the temporary nature of the proposal and the built form proposed, the site is ‘isolated’ and cannot be amalgamated with adjoining sites, which have previously been developed for medium density housing.</p>

Clause	Provision	Comment
	<p>(4) Despite subclause (3), development consent may be granted for the erection of a building on land to which this clause applies if the consent authority is satisfied that:</p> <p>(a) due to the physical constraints of the land or adjoining land, it is not possible for the building to have a street frontage of at least 24 metres, and</p> <p>(b) the development is consistent with the objectives of this Part.</p>	
8.5	<p>Design excellence</p> <p>(2) Development consent must not be granted to development involving the construction of a new building or external alterations to an existing building in Gosford City Centre unless the consent authority considers that the development exhibits design excellence.</p>	<p>The provisions of this clause are considered more applicable to a permanent building that would be constructed on the site, rather than the temporary buildings that will be erected for the term of the lease only.</p> <p>Notwithstanding the temporary nature of the proposal and the built form proposed, the proposed 'tiny homes' have been designed by a prominent architecture firm and are considered to express innovation, energy efficiency, and design excellence.</p>

3.0 Any proposed instrument that is or has been the subject of public consultation under this Act and that has been notified to the consent authority

There are no current draft or proposed instruments applicable to the proposal.



4.0 The provisions of any development control plans

4.1 Gosford Development Control Plan 2013 (GDGP)

The following table provides an assessment of the proposed development against relevant sections of GDGP:

Gosford Development Control Plan 2013		
Clause	Provision	Comment
Chapter 2.1 Character		
2.1.1	This Chapter applies to all development in Gosford City that requires consent, with the exception of Somersby Industry Estate, Mount Penang Festival Development Site and Gosford City Centre as shown on Key Sites Maps of the Gosford LEP 2014.	The site is within the Gosford City Centre and this chapter is therefore not applicable.
Chapter 4.1 Gosford City Centre		
4.1.1.2 Where this Chapter Applies	This chapter applies to all the land shown within the dotted line in Figure I.1.	The site is within the Gosford City Centre.
4.1.1.4 City Centre Character Areas	Various controls	Chapter 4.1 of the DCP relates more to permanent buildings to be constructed. Due to the temporary nature of the proposal and associated buildings, Chapter 4.1 is considered to have limited applicability and compliance is not considered necessary or reasonable.
Chapter 6.1 Acid Sulfate Soils		
Addressed in Section 2.3 above.		
Chapter 6.6 Preservation of Trees or Vegetation		
No trees or vegetation will be removed as part of the proposed development.		
Chapter 6.3 Erosion Sedimentation Control		
Minimal earthworks will be required for the proposal. Measures to control erosion and sedimentation can be conditioned on any consent granted.		

5.0 The likely impacts of the development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality

5.1 Environmental impacts on both the natural and built environments

5.1.1 Noise

With only four lodgers, the proposal will be very low scale and will not generate noise beyond that of a normal residence. Any noise generated would be acceptable in a residential area. To alleviate potential impacts regarding the common lounge room and laundry/store, these have been located in the centre of the site, away from boundaries with medium density residential developments to the south and west.

There are two external noise sources within close proximity of the site that have the potential to impact on the proposed 'tiny homes'. These are traffic and rail noise. The intersection of Racecourse and Showground Roads is very busy during peak times due to nearby facilities, including Gosford Hospital, Gosford High School and Gosford Golf Club. Traffic noise is significantly reduced after peak times and it will not have a noticeable impact on the amenity of 'tiny homes' lodgers overnight (during sleep disturbance hours).

Rail noise is likely to be prominent during the daytime; however is again likely to diminish overnight with less frequent train services. Any negative impact of noise from train services will be far outweighed by the provision of nearby, reliable public transport options for lodgers.

There will be minor noise impacts during construction of the buildings, however these will be controlled by standard construction hours to minimise any potential acoustic impacts. Construction noise can also be controlled through the Protection of the Environment Operations Act 1997.

5.1.2 Air Quality

The proposed development will have no impacts on air quality.

5.1.3 Hazards or Risks

The site is not located within a proclaimed Mine Subsidence District. There are no other known hazards or risks affecting the site or proposed land use.

5.1.4 Native Vegetation

The proposal will have no impact on native vegetation or mature trees, as discussed in Section 4.1 of this report.

5.1.5 Soil and Water

The low scale proposal will have minimal impacts on soil or water, with proposed erosion and sediment control measures, rainwater reuse, and stormwater discharge controls considered acceptable. Rainwater tanks (approximately 1,000 litre capacity) will be provided for each 'tiny home'. These will collect the majority of roof water runoff to be reticulated back into each 'tiny

home' for flushing of toilets. Rainwater tanks (approximately 2,000 litre capacity) will be provided for the common rooms and used in the laundry and for watering of common gardens.

5.1.6 Energy

A BASIX Certificate is not required for each of the 'tiny homes', as discussed in Section 2.1.2 of this report; however, as discussed in Section 1.4 of this report, each 'tiny home' has been designed to maximise energy and resource efficiency for the comfort of lodgers and the benefit of the environment.

5.1.7 Privacy

The proposed 'tiny homes' are single storey and will not impact on the privacy of adjoining medium density residential development to the south and west. To alleviate any potential impacts regarding the common lounge room and laundry/store, these have been located in the centre of the site, away from boundaries with medium density residential developments to the south and west. Screen planting along all boundaries is also proposed to enhance privacy for lodgers.

5.1.8 Views

The proposed building will not impact on any views to or from surrounding land.

5.1.9 Waste

Waste, including recycled products, generated by the proposal will be stored in Council provided wheelie bins stored within the site and transferred to the street frontage for collection on a weekly basis by Council. There is ample frontage to accommodate the number of bins that will be placed at the kerb for weekly collection. This is covered in the Management Plan found at Appendix B.

5.1.10 Utilities and Services

Public utility services including reticulated water and sewer, electricity, and telecommunications are available to the site.

Off-grid options are being explored to reduce the project's dependence of reticulated services, and to reduce installation and running costs.

5.2 Social impacts

The Gosford City Council Policy 'Social Inclusion' states:

'Social Inclusion is a community responsibility – we have to work together to make everyone feel welcome and engaged. It is a process of valuing the variety of contributions people in our community make, and ensuring that we enhance opportunities for everyone to actively participate in community life. To have a good quality of life we need to be socially included. In the Community Strategic Plan "Gosford 2025" the community identified what is important for a "good life"

1. Health, life balance and opportunities for recreation and leisure
2. Community connectedness
3. Social relationships
4. Financial security
5. Feeling in control and having a purpose in life
6. Acceptance and diversity
7. Access to, and equity of services

8. *Life-long learning*
9. *Cultural expression and participation*
10. *Engagement with natural and built environments.*

The homeless, and those at risk of homelessness, are two of the most marginalised groups of people in the community and deserve the opportunity to be housed and cared for. The Tiny Homes Pilot will offer housing and services to these groups and will meet the Council's objectives of social inclusion, as follows:

- *'enhance opportunities for people facing multiple disadvantages to participate in community life through the provision of services, programs, spaces and information, and as an advocate*
- *create opportunities for people that facilitate and encourage full participation in the life of the local community and reduce barriers to inclusion.'*

The pilot will not just provide additional social and community housing choice; it will provide a range of services aimed at social inclusion and engagement, and personal management.

5.3 Economic impacts

The proposed development will have a positive economic impact on the locality in that it will generate local employment opportunities; provide for additional housing choice and result in additional spending in local businesses and services.

Water and Sewer Developer Charges

The Gosford City Centre Development Servicing Plan (the DSP) outlines the charges that will be applied to development of the site.

It is understood that a credit of 1 ET will be applied based on the fact that the site previously contained a dwelling. Using the criteria outlined in the DSP, including Table 5 of the Appendix to the DSP, the following developer charges would be applicable:

Four single boarding rooms @ 0.15 ET each = 0.6 ET less credit of 1 ET = -0.4 ET.

As such, no developer charges are applicable to the proposal.

Section 94 Development Contributions

Section 94 Contributions Plan No. 164 – Gosford Regional Centre (the S94 Plan) applies to the site and contributions for recreation facilities, community facilities, road works and environment protection would normally be applicable to development of the site where there is a demand for these facilities and works.

Given the temporary nature of the proposal, the public benefit generated by the proposal, and Gosford Council's support for the project, it is requested that Council waive any applicable development contributions.

6.0 The suitability of the site for the development

Various sections of this Statement of Environment Effects address the suitability of the subject site and it is concluded, based on the discussions within those various sections, that the site is suitable for the proposed development.

The site's B4 Mixed Use zone permits boarding houses and is devoid of native vegetation. The site is relatively flat, with limited earthworks required to accommodate the 'tiny homes'. The site is capable of accommodating the four 'tiny homes' with excellent solar access and privacy. The development has been designed to complement the character of housing in the local area and makes a positive contribution to the streetscape.

The site is perfectly located to capitalise on access to public transport, and essential services and facilities within walking distance.

7.0 The public interest

The proposed development is considered to be in the public interest, in that it will provide additional affordable housing choice and local jobs without detrimentally impacting on the environment or amenity of residents surrounding the site.



8.0 Conclusion

This Statement of Environment Effects has considered all natural and built constraints and hazards and found the site to be suitable for the proposed use. Additionally, it has been found that the proposed development will have no detrimental impacts on the natural or built environments.

The design of the 'tiny homes' reflects and complements surrounding residential development while maximising energy efficiency. The potential for privacy impacts has been minimised and/or ameliorated through good design.

Landscaped setbacks have been maintained and will be enhanced, with retained trees and shrubs providing immediate scale, shade and privacy.

The proposal is compliant with the requirements of the ARH SEPP and Gosford LEP 2014, except in regard to car parking provision, which is addressed within this report. The variation to car parking requirements is considered acceptable having regard to the site's constraints and the nature of the proposed land use.

The proposed development allows the temporary use of an underutilised Council site for much needed affordable social and community housing.

Council's favourable consideration of the application is requested.

Appendix B

Management Plan



**TINY
HOMES**
FOUNDATION

MANAGEMENT PLAN

February 2016



Signatures

The following signatories, delegates of their respective agencies agree to this *Management Plan* and as a Project Partner and have nomination rights to the site.

Agency	Name	Signature

The THF CEO as lead agency agrees to the terms of this *Management Plan*.

Name	Title	Signature
David Wooldridge	CEO/Co-Founder Tiny Homes Foundation	

Document Version Control

Document name	Management Plan 25 Racecourse Road, Gosford	
Amendment	Reviewed by	Adopted

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1 Introduction

Tiny Homes Foundation (THF) provides accommodation and support to people experiencing homelessness by working within a collaborative supported model serviced by partner agencies who are best-practice leaders in providing support to help individuals regain their independence and return to private housing.

*The THF Project Model has **three distinct components**: Project Development; Property Management; Lodger Support*

Each THF project will have functional separation of these components to ensure THF and partners do not encounter any conflicts of interest.

1.1 Homelessness not rooflessness

The ABS definition of homelessness is informed by an understanding of homelessness as 'home'lessness, not rooflessness. It emphasises the core elements of 'home' in Anglo American and European interpretations of the meaning of home as identified in research evidence (Mallett, 2004). These elements may include: a sense of security, stability, privacy, safety, and the ability to control living space. Homelessness is therefore a lack of one or more of the elements that represent 'home'.¹

1.2 Why a tiny home?

Integrates provision of affordable and sustainable flexible housing with social interaction and community development/engagement.

- Low cost-build per tiny home;
- Ease and speed of each tiny home build and project establishment;
- Each tiny home is independently secure, has a real 'home' look-and-feel and can be personalised;
- Lodgers of each tiny home are responsible for their home;
- The small scale of each project means it is well suited to infill development and can utilise currently unoccupied land;
- The model is freely distributed, easy to adapt and replicate;
- Sympathetic integration within existing neighbourhoods;
- Architecturally designed to maximise tiny home's energy and space efficiency;
- Self contained so lodgers can learn basic life skills in cooking, cleaning and personal hygiene;
- Common laundry, lounge and landscaping fosters connection with other lodgers;
- Potential to translate welfare innovation, participatory art and design into socially engaged affordable housing.

Tiny Homes Foundation's low-cost flexible housing first solution with integrated employment and training support will set an Australian precedent.

¹ Australian Bureau of Statistics – Definition of homelessness
<http://www.abs.gov.au/ausstats/abs@.nsf/Latestproducts/4922.0Main%20Features22012?opendocument&tabname=Summary&prodno=4922.0&issue=2012&num=&view>



2 Purpose of this Management Plan

This **Management Plan** accompanies the Development Application and sets out how the proposed Project will operate as described in plans prepared by NBRS+PARTNERS submitted with the development application prepared by Wilson Planning.

The **Management Plan** is ongoing and subject to annual review. The project will be evaluated for sustainability and lodger outcomes.

The objectives of this **Management Plan** are:

- To ensure the safety of lodgers;
- To provide a comfortable and harmonious residential environment for lodgers;
- To prevent unacceptable noise impacts or other disturbances to neighbours;
- To ensure that the building and the other parts of the site are properly maintained.

The Project will comply with this **Management Plan** and with all conditions and any development consent that may be issued for the Project. Property Management and Lodger Support will be the responsibility of partner agencies who are best-practice leaders in providing support to help individuals regain their independence and return to private housing.

The **Management Plan** is the lead document and is supported by a **Project Property Manual**, **House Rules** and **Occupancy Principals**. Copies of these documents are included in the Appendices.

2.1 Project description

The Project will contain multiple tiny-home rooms that each include a private bathroom and kitchenette with energy efficient appliances and water tanks. Each tiny home will be up to 20 square metres in size, with an additional outdoor deck and small private garden. One tiny home will accommodate one person. Each tiny home is to be let in lodgings and is to be provided to lodgers to use as medium to long term accommodation.

The Project will also include the following facilities:

- Common living room;
- Common laundry and washing line;
- Bicycle parking;
- Garbage area;
- Pedestrian pathway joining tiny homes to common facilities; and
- Common and/or community garden (space permitting).



3 THF Project Partners

THF Project Partners will consist of agencies who have agreed to this **Management Plan** and who wish to participate in the THF project as referral and/or support agencies.

Together with THF, the Project Partners will:

- Provide innovative leadership, direction and proficient management of the project.
- Maintain a focus on improving the wellbeing and participation of lodgers.
- Ensure effective management of resources within a safe working environment.
- Develop formal and informal networking with internal and external stakeholders that support the project.
- Profile the property to ensure compatibility of lodger-to-lodger and character of the area in relation to its neighbourhood.
- Assess lodger applications and conduct necessary background checks.
- Calculate rent and lodgings in accordance with social and affordable housing policy requirements.
- Review lodger progress to determine where support/interventions are required.
- Oversee the review of probationary status lodgers.
- Determine when a lodger may be exited from the property.
- Timely and accurate monitoring and review of the project.
- Make recommendations to the THF CEO in relation to the operation of the Project and changes to the **Management Plan** and supporting documentation.

Regular meetings with Project Partners shall take place at a suitable time and venue determined by the Partners. Specific meetings for case conferencing/planning may take place between Partners as required to resolve any critical issues involving high-risk matters that require urgent attention. Any dispute arising that cannot be resolved by the Project Partners will be resolved by reference to the THF CEO.

3.1.1 Report and Monitoring

A twice-yearly report will be provided to the CEO and Project Partners. THF Project Coordinator will write the report. The content and type of the report to be determined by the THF in consultation with the Project Partners but will include details of:

- Number of lodgers assisted.
- Probationary status of lodgers.
- Number of lodgers exiting to higher level accommodation.
- Number of lodgers to who further assistance cannot be provided.
- Any significant issues related to the project.



4 Project Development

THF is responsible for Project Development. This is primarily a coordination of professional services such as architect, planner, builder, trades and Project Partners.

The following responsibilities are in addition to those shared with THF Project Partners as outlined in Section 3:

4.1 Responsibilities

- Identification and assessment of site suitability and selection.
- Liaising with property owners to determine potential lease arrangements.
- Tiny-home design and site plan in consultation with architects, surveyors, planners and builders.
- Necessary DA supporting documents including the Statement of Environmental Effects, landscape design, and survey.
- The DA process and liaising with Council on progress and subsequent consent conditions.
- Develop and maintain project documents including this Management Plan, Project Property Manual, and House Rules.
- Construction Certificate application and process.
- Community consultation as required.
- Coordination of tiny-home construction.
- Management of the build schedule.
- Coordination of Property Management and Lodger Support services.
- Project monitoring and review.
- Maintaining required insurances including Building and Contents Insurance.
- Publication of project documentation, communication and promotion of project progress to stakeholders, and the broader community.



5 Property Management

Property Management is the responsibility of a lead agency with experience in the social housing sector, such as Pacific Link who is a government approved, not-for-profit, social and community housing provider with 30 years experience, 900 properties and 2,000 tenants in the Central Coast and Hunter regions of New South Wales.

The following responsibilities are in addition to those shared with THF Project Partners as outlined in Section 3:

5.1 Responsibilities

5.1.1 Incoming lodger

- Arrange inspections of the property by prospective lodgers.
- Provide a copy of this **Management Plan**, **Project Property Manual**, **House Rules** and **Occupancy Principals** with the **Occupancy Agreement** to the prospective lodger and advise the prospective lodger that they must read and understand their obligations prior to entering into an **Occupancy Agreement** and that they may potentially be evicted if they breach **House Rules**.
- Advise prospective lodger of the lodgings fee that includes any utility charges, as outlined in the **Project Property Manual** prior to entering into any **Occupancy Agreement**.
- Sign Occupancy Agreements and House Rules.
- Collect rent and manage arrears.
- Issue of receipts and statements for rent.
- Provide tax invoices and receipts when required.
- In respect of each **Occupancy Agreement**, do all things and make such applications as may be necessary for the recovery of possession from lodgers and the recovery of monies due.
- Retain a copy of the signed **Occupancy Agreement** in a secure location.

5.1.2 Outgoing lodger

- Remove and dispose of collected belongings if those belongings have been deemed abandoned.
- Preparation of home for new lodger ensuring it is clean and the fixtures, fittings and furniture are in good order and otherwise replace or repair items as required.

5.1.3 Safety

- In respect to smoke alarms installed on the property, carry out, or appoint a contractor to carry out the THF obligations under applicable legislation.
- Ensure THF has complied with all relevant and current requirements regards fire safety. Including but not limited to: annual fire safety compliance statement; an emergency evacuation plan; and relevant signage for emergency procedures noting contact numbers.

5.1.4 Maintenance

- Undertake any necessary repairs and maintenance, in accordance with THF directions, using approved contractors. Urgent repairs will be paid and then invoiced to THF; non-urgent repairs will require permission from THF.
- General garden maintenance such as mowing, edge trimming and pruning will be the responsibility of lodgers. Professional services will be engaged when deemed necessary to ensure the property is maintained to a reasonable standard.



5.1.5 Inspections

- Carry out inspections of the property as appropriate and with respect to the **Project Property Manual** and **House Rules** such that lodgers are responsible for: keeping common rooms and covered outdoors areas clean and tidy; containing waste within the bins; taking bins to the street for collection and retrieved; disposing of rubbish left around the property; ensuring fixtures, fittings and furniture are not damaged; and maintaining gardens to a reasonable standard.
- An inventory of inclusions is included in the **Project Property Manual** supplied to lodgers at the time of signing the **Occupancy Agreement**.

5.1.6 Complaint Management

- Serve notices in relation to any breach or termination of an **Occupancy Agreement** and/or **House Rules**.
- Record complaints, including who made the complaint, the time of the complaint, the nature of the complaint, and the action taken to resolve the complaint.
- Advise lodgers when a complaint has been received and the action taken to resolve the complaint.
- If a lodger is behaving in ways that potentially risk the life or safety of any person (lodger or neighbour), the NSW Police Service should be contacted immediately.
- A lodger may be evicted if they refuse to comply with the **House Rules**. Prior to eviction, except in the case of serious matters, a **Notice of Intent to Evict** letter will be sent to the lodger. The standard wording will be altered to reflect the particular circumstances of the case. The wording of the **Notice of Intent to Evict** letter will provide the lodger with the opportunity to modify their behaviour so as to avoid eviction. If the lodger does not modify their behaviour in response to the **Notice of Intent to Evict** letter, the lodger will be required to vacate the premises.



6 Lodger Support

Lodger Support is the responsibility of a lead agency with experience in support programs for people who are homeless or at risk of homelessness such as Coast Shelter who is a not-for-profit charity based on the NSW Central Coast. Coast Shelter would assist lodgers to avoid their return to homelessness.

The following responsibilities are in addition to those shared with THF Project Partners as outlined in Section 3:

6.1 Responsibilities

- Provide high quality case management to lodgers.
- Pursue and develop linkages with appropriate services both internal and external, community and government agencies;
- Ensuring lodgers to meet their obligations with regard to their occupancy agreement;
- When required, develop exit strategies with lodgers and assist them to transition into more conventional housing.
- Maintain accurate files and case notes on all individual lodgers.
- Improve lodger's ability to manage their health and improve health outcomes;

6.2 Case Management

Details the lodger's support needs and issues they are facing, and may included but is not limited to:

- Needs assessment;
- Identification of risk factors;
- Development and implementation of goal orientated case plans;
- Training/education support;
- Employment opportunities;
- Basic living skills to assist independence;
- Provide legal advice;
- Transportation of lodgers to appointments;
- Point of contact in an emergency situation;
- Information about the nature of the support being provided and the frequency of contact with lodgers;
- The agency/person responsible for providing support;
- A timeframe for involvement/intervention;
- A commitment by the support worker to continue working with the lodger to address the issues that may impact the lodger's ability to pay rent and meet the conditions of the **Occupancy Agreement**.



7 Lodger

7.1 Selection

Lodgers will be carefully matched to the Project and must meet the following selection criteria to be eligible:

Single people who are experiencing or at risk of homelessness including:

- People living in the streets, parks, squats, or in cars.
- People moving frequently from one form of temporary shelter to another, including:
 - Emergency and transitional accommodation provided under Specialist Homelessness Services (SHS).
 - People staying with other people because they have no accommodation of their own.
 - People staying in multiple boarding houses on a short-term basis.

People wanting to access the THF Project will need to be referred by one of the Project Partners. The Partner agency will conduct an assessment and background checks. The Project Partners will consider referrals for the site and determine who is to be offered the vacancy, based on the profile of the property. A prospective lodger will need to have read and understood their obligations with regard to this **Management Plan**, **Project Property Manual**, **House Rules** and **Occupancy Principals**.

Lodgers will be selected based on priority of need and project profile to ensure there is an balanced mix of age and gender living at the Project Property.

7.2 Privacy and Confidentiality

The rights of each lodger will be protected in accordance with the provisions of the *Privacy and Personal Information Protection Act*² 1998.

Lodgers will be required to complete and sign an *Authority to Disclose Personal Information Form* that will specify the information to be disclosed, to whom that information is disclosed and the purpose for its disclosure. Agencies referring people will ensure that the purpose and function of the Authority is fully explained to the lodger and that the lodger gives informed consent.

All parties agree to ensure that records of lodgers containing personal information are appropriately and securely stored and access to such information is restricted to those who have a legitimate reason to access that information in accordance with the provisions of the act.

7.3 Tenure

Each lodger will sign an **Occupancy Agreement**. Lodgers then have a probationary three months that if at the end of the three months have complied with the **Occupancy Agreement** and are still actively engaged with their case management and support provider they will then receive an **Occupancy Agreement** of a further 12 months. **Occupancy Agreements** will be reviewed annually.

However, if the lodger decides that they wish to relocate, they will be assisted to ensure they are moving into affordable and appropriate stable accommodation.

² Authority to Disclose Personal Information, Australian Government – Department of Human Services, <http://www.humanservices.gov.au/customer/forms/si039>



7.4 Exiting from THF

A lodger may exit from THF at any time. Project Partners will make the best endeavours to assist lodgers to exit from THF Project into long-term secure and affordable housing either within the social housing sector or within the private market.

Either the lodger or THF may in accordance with the provisions of the **Occupancy Agreement** terminate lodgings created under this project. Where the lodging is ended by THF, the matter will be reviewed with the Project Partners detailing the reasons for the termination of the lodging and what, if any arrangements have been made with the lodger to assist in securing alternative accommodation.

7.5 Responsibilities

The **House Rules** establish the responsibilities of each lodger with respect to each other, Project Partners and the Project. The **Project Property Manual** details how the Project will operate on a daily basis with regard to such things as cleaning, pets and safety.

7.6 Probationary Lodger Policy

New lodgers undergo a 3-month trial to ensure that they are willing to follow the **House Rules** before being fully accepted as a lodger. The goal of this probation is to obtain a fair and objective view of the potential lodger and their willingness to be a participating member of the Project.

The probationary lodger will be mentored by existing lodgers who will guide them and answer any questions or concerns that they may have. Existing lodgers may counsel a probationary lodger when any issues arise so that the concerns may be addressed.

Progress of the probationary lodger will be shared with the Project Partners.

After 3-months, existing lodgers can express any legitimate concerns, questions, and compliments about the probationary lodger. A lodger will no longer be probationary if after the three months has illustrated they can uphold their responsibilities with regard to the House Rules and assist in maintaining a clean and safe Project Property.

7.7 Safety Plan

- Lodgers shall report a fire or other emergency to 000 through the use of a personal mobile phone.
- Lodgers will be notified of a fire or other emergency by word of mouth, and if necessary will relocate and evacuate based upon the designated evacuation route (see Fire Safety and Evacuation Map posted in Common Room).
- No recreational fires will be permitted on site. No open flames are permitted within a tiny home.
- Fire extinguishers will be accessible throughout the Project Property (see Fire Safety and Evacuation Map for locations).

7.8 Food Storage Policy

The Project Property has adopted the following Food Storage Policy:

- Non-perishable food acquired by the lodgers with their own resources may be stored in rodent and insect resistant containers in their residence.
- When finished eating it is important to immediately wipe or sweep up any crumbs for the prevention of rodent infestation.
- Any recurring failure of a lodger to store food properly in their tiny home will be considered a breach of **House Rules**.



7.9 Pet Policy

The capacity of the Project to support animals is limited. Consequently, the following Pet Policy has been adopted:

- ONLY dogs, cats, fish and birds are permitted as pets at THF Project Property. There will be a maximum of 1 pet per tiny home at any one time.
- All pets required to be tagged with ID, must be as required by local regulations.
- All dogs must be de-sexed prior to moving in to the Project Property.
- All dogs must be on leash at all times. If, at any time, a pet poses a nuisance, is a danger to others or is not properly cared for, the pet must leave the Project Property.
- If the lodger is off site, all dogs must be properly kennelled or under the supervision of another lodger.
- The owner must pick up all solid waste for their pet; keep their pet from annoying other lodgers either through trespass, barking or any other means. Failure to do so may result in the pet being required to leave the Project Property.

7.10 Abandonment Policy

Lodgers who have been continuously absent from the Project Property and have made no effort to remain in contact for a continuous period of 7 days will be deemed to have abandoned their tiny home and will no longer be a lodger and their possessions will be removed from their tiny home immediately. The lodger will then have a period of 30 days to retrieve their possessions after which time those items will be disposed of at discretion of THF and Project Partners.

A home will also be considered abandoned if a lodger is spending an average less than 10 out of 14 nights in their tiny home.

Exceptions will be made for lodgers who are unable to contact the Property Manager due to extenuating circumstances. Abandonment will not be considered for those lodgers who wish to spend time away from the Project Property for medical emergencies or personal reasons provided they inform the Property Manager and THF.

When a tiny home has been declared abandoned, a Project Partner and an existing lodger will remove items from the abandoned tiny home. They will document what items are present and place them in an available storage container or bag that is clearly labelled with the name of the former lodger and the date of the abandonment. These items will then be stored securely in the common storage room until such time as the owner retrieves them or they are over the 30-day limit. Once items have reached the 30-day limit the items will be disposed of appropriately.



Appendix A – House Rules

Tiny Homes Foundation (THF) Project Property is a boarding house that provides a safe and secure place. Daily functioning of the Project Property is the responsibility of lodgers and is guided by these House Rules. Any breach of the House Rules could result in eviction from the Project Property. A copy of the House Rules will be posted in the common room.

As a lodger of this Project Property I will be a positive member of this community and contribute toward making it a safe, secure, clean and pleasant place to live. Therefore I agree to the following:

I, and no other person, shall occupy a tiny home.

To ensure the Project Property is a place where everyone feels safe and respected, I will:

- 1) Treat all persons with respect and not discriminate based on a person's appearance, race, gender, sexual orientation, religion or ethnicity.
- 2) Make sure my guest/s is/are aware of, and follow, these House Rules and understand that the guest/s is/are not allowed to stay overnight and that I am responsible for their behaviour at all times.
- 3) Not hold any functions or parties without prior permission from the Property Manager.
- 4) Not harm or suggest harm towards any person or property.
- 5) Avoid any behaviour likely to annoy my neighbours.
- 6) If applicable, participate in any required casework sessions, weekly meetings and appointments as per my case plan.
- 7) Notify my caseworker and/or Property Manager if I am to be away from the Project Property for a period of seven or more days.
- 8) Not inflate or install any swimming pools of any kind at the Project Property.
- 9) Honour quiet hours from 10pm to 7am by lowering the volume of any music, television and the like so that it is not audible from outside my home.
- 10) Cease generating the noise if neighbouring residents complain that the noise is audible from their homes.
- 11) Be conscious of my utility consumption (water, electricity, internet) and ensure usage is responsible and respectful to other lodgers and the community.
- 12) Not consume alcohol within the common areas of the site and not consume such an amount of alcohol within my own home as will cause me to be incapable of behaving in accordance with these rules.
- 13) Not use any illegal drugs within the site and not engage in illegal activities within the site.
- 14) Not smoke in and around common rooms/areas.

To ensure the *House Rules* are complied with, I will allow regular inspections to be carried out by the Property Manager. Property inspections will occur at each Occupancy Agreement signing or the lodger will be given seven days written notice. As such I will:

- 15) Keep my home clean and tidy: floors will be swept on a regular basis; rubbish will be removed and disposed of in the appropriate bin; surfaces will be dusted and wiped clean; kitchenettes and bathrooms will be kept in a hygienic condition.



- 16) Keep common rooms clean and tidy: floors will be swept on a regular basis; rubbish will be removed and disposed of in the appropriate bin; surfaces will be dusted and wiped clean.
- 17) Keep outdoor areas and gardens clean and tidy and assist when required with maintenance.
- 18) Not damage or remove fixtures, fittings and furniture within my home or elsewhere within the site.
- 19) Contribute to the general operation and maintenance of the site.
- 20) Not remove any property or equipment belonging to a service provider or other lodger.
- 21) Immediately report any loss of property, damage or the need for repairs to the Property Manager, who will arrange repairs. I understand I am responsible for the replacement cost of lost property, repairs and maintenance to furniture and property not resulting from normal wear and tear.
- 22) Contain my general rubbish within the bins provided and recycle items as appropriate.
- 23) Not store my belongings in the common areas of the site.
- 24) Ensure bins are taken-out and retrieved for weekly Council rubbish collection.

I acknowledge I have read and understood these *House Rules* and the following policies contained in the *Management Plan* and agree to be guided by them while as a lodger of the THF Project Property.

- Safety Policy
- Food Storage Policy
- Pet Policy
- Abandonment Policy
- Probationary Status Policy

Signed _____
LODGER

Date _____



Appendix B – Occupancy Principals

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents of NSW boarding houses which are covered by this Act.

1. State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

2. Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

6 Notice of increase of occupancy fee

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

7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
 - (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.
- (2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and
- (b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover

the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
- (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
- (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
- (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
- (e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause:

security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
- (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
- (c) any other matter or thing prescribed by the regulations.

9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

10 Notice of eviction

(1) A resident must not be evicted without reasonable written notice.

(2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.

(3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

11 Use of alternative dispute resolution

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

12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.

Appendix C

Clayton Utz Legal Advice

Email and Post

22 December 2015

Mr David Wooldridge
CEO/Director
Tiny Homes Foundation Ltd
PO Box 603
Avalon Beach NSW 2107

david@tinyhomesfoundation.org.au

Dear Mr Wooldridge

Development Application to Gosford City Council: Land use characterisation matters**1. Background and Instructions**

- 1.1 We refer to our discussion on 16 December 2015 and thank you for the opportunity to advise on the planning issues in relation to the land at 25 Racecourse Road, Gosford (**Land**).
- 1.2 We understand that Gosford City Council (**Council**) unanimously voted to allow Tiny Homes Foundation Limited (**Tiny Homes**) to establish several (less than 5) individual self-contained tiny homes with a common area for social, laundry and other activities on the Land. However, the Council has expressed concern at the use of "boarding house" development characterisation due to unrelated issues with applicants attempting to "shoe horn" residential developments into that land use.
- 1.3 You have instructed us to consider whether land use zoning as a "boarding house" under the Gosford Local Environment Plan 2014 (**Gosford LEP**) allows for development of a number of:
- (a) common purpose dwellings in the nature of the proposed tiny homes (and is not restricted to one physical building that contains all of the tenant occupancies); and/or
 - (b) interconnected individual tiny homes (i.e. connected by external covered walkways).
- 1.4 In considering the interpretation of the Gosford LEP, we have focused on relevant case law and principles of statutory interpretation. We have not reviewed the *Boarding Houses Act 2012 (NSW)* or *Residential Tenancies Act 2010 (NSW)*.
- 1.5 We set out our advice below.

2. Summary

- 2.1 There are 2 alternate ways of interpreting how "boarding house" is defined in the Gosford LEP:
- (a) first, that a boarding house must be a single building; or
 - (b) secondly, that a boarding house may comprise a number of buildings on a single site.

- 2.2 In our opinion, there is strong argument for the adoption of the second interpretation. While there is no direct judicial consideration of this matter, the second interpretation is consistent with a purposive approach to statutory interpretation and a recent judicial decision.
- 2.3 As a matter of further consideration, Tiny Homes may also want to consider the applicability of alternative development characterisations, such as "multi dwelling housing". This may avoid issues with ambiguity around what constitutes a "boarding house" and deal with the Council's concerns regarding the optics of the use of a boarding house characterisation.

3. Land use zoning

- 3.1 The Land is zoned "Mixed Use" (Zone B4) and within the Gosford City Centre under the Gosford LEP. Under the Mixed Use zone, development of a "boarding house" is permitted with consent.
- 3.2 We understand that the Land is an undeveloped parcel of land in close vicinity to the Gosford Hospital, Gosford High School and surrounding residential development.

4. Interpretation of "boarding house"

Statutory instruments

- 4.1 The Dictionary of the Gosford LEP contains the following definition of a "boarding house" (emphasis added):

boarding house means a building that:

(a) is wholly or partly let in lodgings, and

(b) provides lodgers with a principal place of residence for 3 months or more, and

(c) may have shared facilities, such as a communal living room, bathroom, kitchen or laundry, and

(d) has rooms, some or all of which may have private kitchen and bathroom facilities, that accommodate one or more lodgers,

but does not include backpackers' accommodation, a group home, hotel or motel accommodation, seniors housing or a serviced apartment.

- 4.2 The Gosford LEP notes that a boarding house is a type of "residential accommodation", which includes a building or place used predominantly as a place of residence.

- 4.3 The definition of a "building" is contained in the *Environmental Planning and Assessment Act 1979 (NSW) (Planning Act)*. The Planning Act states that a:

building includes part of a building, and also includes any structure or part of a structure (including any temporary structure or part of a temporary structure), but does not include a manufactured home, moveable dwelling or associated structure or part of a manufactured home, moveable dwelling or associated structure.

- 4.4 The Planning Act does not define "place".

- 4.5 In our opinion, there may be 2 alternate ways of interpreting how a boarding house is defined:

- (a) first, that a boarding house may be a single building; or
- (b) secondly, that a boarding house may be a number of buildings on a single site (i.e. at a place).

4.6 In our view, the second interpretation is preferable for the reasons set out below.

Judicial consideration

4.7 There has been no direct judicial consideration on whether boarding house development may comprise more than one structure. However, the recent decision of the NSW Land and Environmental Court (**Court**) in *Adrem Nominees Pty Ltd v Council of City of Sydney* [2015] NSWLEC 1395 provides assistance. The Court considered an appeal against the City of Sydney's refusal of a Development Application (**DA**) for alterations and additions to an existing boarding house.

4.8 In *Adrem*, the DA related to a boarding house on a site containing two adjoining three storey terraces and a two-storey outbuilding (also referred to as a rear garage structure). Open space separated the terraces and outbuilding. The decision did not specifically address the interpretation of the definition of "boarding house" under the Sydney Local Environment Plan 2012 (**Sydney LEP**) and Planning Act. However, the Court and parties did not object to the fact that the boarding house (singular) comprised two separate buildings on a single site. Relevantly, the Court described the existing boarding house on the site as follows:

Although appearing as two separate properties from the street, the terraces are operated as a single boarding house with 24 boarding rooms (20 in the terraces and 4 in the rear garage structure).

4.9 Accordingly, the Court's position in *Adrem* indicates support for the scope of the definition of a boarding house comprising of a number of buildings on a single site.

4.10 Further, we note that although the Court considered the DA in respect of the Sydney LEP, both the Sydney LEP and the Gosford LEP are based on the NSW Standard Instrument LEP and consequently the Court's finding in *Adrem* applies to the interpretation of the Gosford LEP.

Further considerations

4.11 General principles of statutory interpretation also support the view that a "boarding house" may comprise more than one separated structure. The *Interpretation Act* 1987 includes the following rule requiring a purposive approach to statutory interpretation:

33 Regard to be had to purposes or objects of Acts and statutory rules

In the interpretation of a provision of an Act or statutory rule, a construction that would promote the purpose or object underlying the Act or statutory rule (whether or not that purpose or object is expressly stated in the Act or statutory rule or, in the case of a statutory rule, in the Act under which the rule was made) shall be preferred to a construction that would not promote that purpose or object.

4.12 The Court of Appeal in *Cranbrook School v Woollahra Council* [2006] NSWCA 155 held that environmental planning instruments are a species of delegated legislation and an LEP should be interpreted in accordance with the general principles of statutory interpretation.

- 4.13 In *Cranbrook*, the Court of Appeal outlined the function of a definition and cited *Gibb v Federal Commissioner of Taxation* (1966) 118 CLR 628 to adopt that:

The function of a definition clause in a statute is merely to indicate that when particular words or expressions the subject of definition, are found in the substantive part of the statute under consideration, they are to be understood in the defined sense - or are to be taken to include certain things which, but for the definition, they would not include. Such clauses are, therefore, no more than an aid to the construction of the statute and do not operate in any other way...

- 4.14 The Court of Appeal also cited *Kelly v The Queen* (2004) 218 CLR 216 in holding that:

To construe the definition before its text has been inserted into the fabric of the substantive enactment invites error as to the meaning of the substantive enactment...

- 4.15 Recently, the Court in *Roden v Bandora Holdings Pty Ltd* [2015] NSWLEC 191 followed the above reasoning in *Cranbrook* and further noted that an LEP should be read in a practical manner and construed as a whole to allow for the relevant provision to be understood in its proper context.

- 4.16 In our view, a purposive approach to the interpretation of the definition of "boarding house" in the Gosford LEP should have regard to the objectives of the Mixed Use zone. The objectives for the Mixed Use zone encourage diversity in development and a mixture of compatible activities and land uses. Similarly, clause 4.1.1.4 of the Gosford Development Control Plan 2013 (**Gosford DCP**) states that the Mixed Use zone in the Gosford City Centre complements the commercial core and "allows for residential units". The broad objectives for Mixed Use and Gosford City Centre zones in the Gosford LEP and Gosford DCP do not contain any restriction on development that may be characterised as a boarding house.

5. Alternate land use characterisation

- 5.1 We understand that Tiny Homes does not intend to establish registrable boarding houses on the Land under the *Boarding Houses Act* 2012 (NSW). If this is the case, Tiny Homes may wish to consider other development characterisations that are permissible with consent in the Mixed Use zone and that provide a clearer definition. To this end, we briefly note that the Gosford LEP permits various types of development with consent in the Mixed Use zone, including "multi dwelling housing". The Dictionary of the Gosford LEP contains the following definitions:

multi dwelling housing means 3 or more dwellings (whether attached or detached) on one lot of land, each with access at ground level, but does not include a residential flat building.

dwelling means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile.

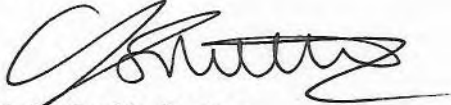
- 5.2 The above definitions indicate on their face that the development proposed by Tiny Homes could be characterised as "multi dwelling housing" if 3 or more dwellings are to be constructed on the Land. This may be a matter for you to consider further with Tiny Homes' town planner, the Council or we would be happy to discuss it with both of you.

Mr David Wooldridge, Tiny Homes Foundation Ltd

22 December 2015

Please do not hesitate to contact us if you would like to discuss any aspect of this advice.

Yours sincerely



Claire Smith, Partner
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csmith@claytonutz.com

Rebecca Davie, Senior Associate
+61 2 9353 5757
rdavie@claytonutz.com

Our ref 15072/15327/80172867

GOSFORD CITY COUNCIL
 DEVELOPMENT CONSENT
 Application No: 49365/2016
 Date of Consent: 11/05/2016

Plan Approved subject to conditions and the amendments, if any, shown in RED.



LEGEND:

- Major Contour
- Minor Contour
- Subject Boundary
- Fence
- Approx. Location Overhead Power Supply
- Approx. Location Underground Water Mains
- Approx. Location Underground Sewer Mains
- Top of Kerb
- Edge of Footpath
- Top of Retaining Wall
- Bottom of Retaining Wall
- Top of Bank
- Edge of Garden
- Power Pole
- Telecommunications Pt
- Benchmark
- State Survey Mark
- Photo Aspect
- Gutter Level
- Ridge Level
- Floor Level
- Palm
- Tree

NOTE: "T-7x15" Denotes a Tree with 0.7m Trunk Diameter & 15m Spread. Spread Notations are Approximate and are not Necessarily Symmetrical

LANDSCAPE - NATIVE PLANT LIST

SPECIES	COMMON NAME
SELECTION OF SMALL TREES	
<i>Ceratopetalum gummiferum</i>	NSW Christmas Bush
<i>Hymenosporum flavum</i>	Native frangipani
<i>Callistemon salignus</i>	Willow bottlebrush
<i>Acacia sophorae</i>	Coast wattle
<i>Backhousia myrtifolia</i>	Grey myrtle
SELECTION OF SHRUBS, GROUND COVERS AND GRASSES	
<i>Coastal rosemary</i>	<i>Westringia fruticosa</i>
<i>Hairpin Banksia</i>	<i>Banksia spinulosa</i>
<i>Mint bush</i>	<i>Prostanthera ovalifolia</i>
<i>Lilly pilly</i>	<i>Syzygium australe</i>
<i>Wonga vine</i>	<i>Pandorea pandorana</i>
<i>Golden guinea flower</i>	<i>Hibbertia scandens</i>
<i>Native violet</i>	<i>Viola hederacea</i>
<i>Native grasses</i>	<i>Lomandra longifolia</i>

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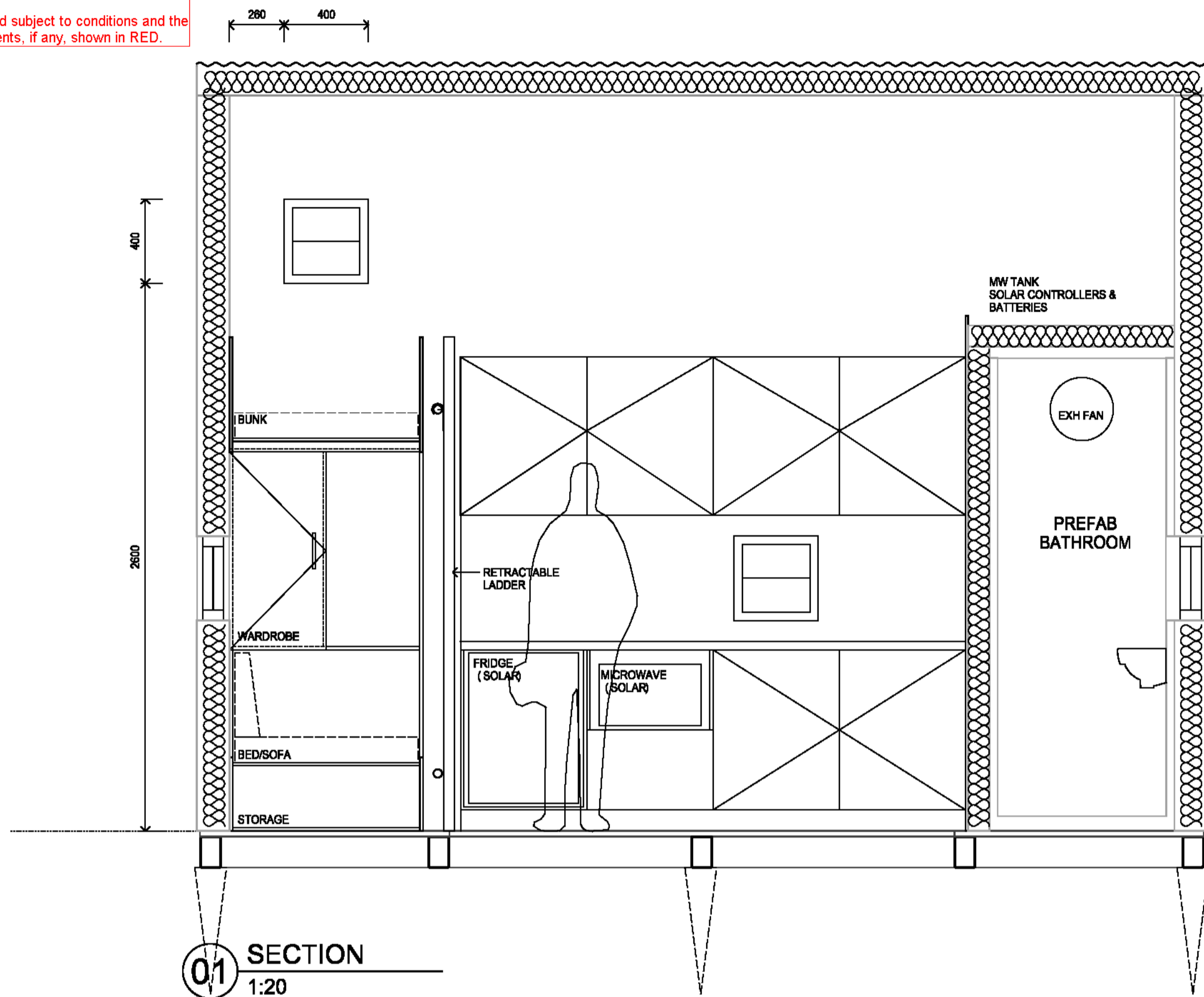
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p4	17/07/2015	PRELIM FOR CONSTRUCTION	DM
p3	03/06/2015	REVISED FOR RTA	DM
p2	20/05/2015	AUSTEC	DM
p1	19/05/2015	preliminary	DM
			Chkd

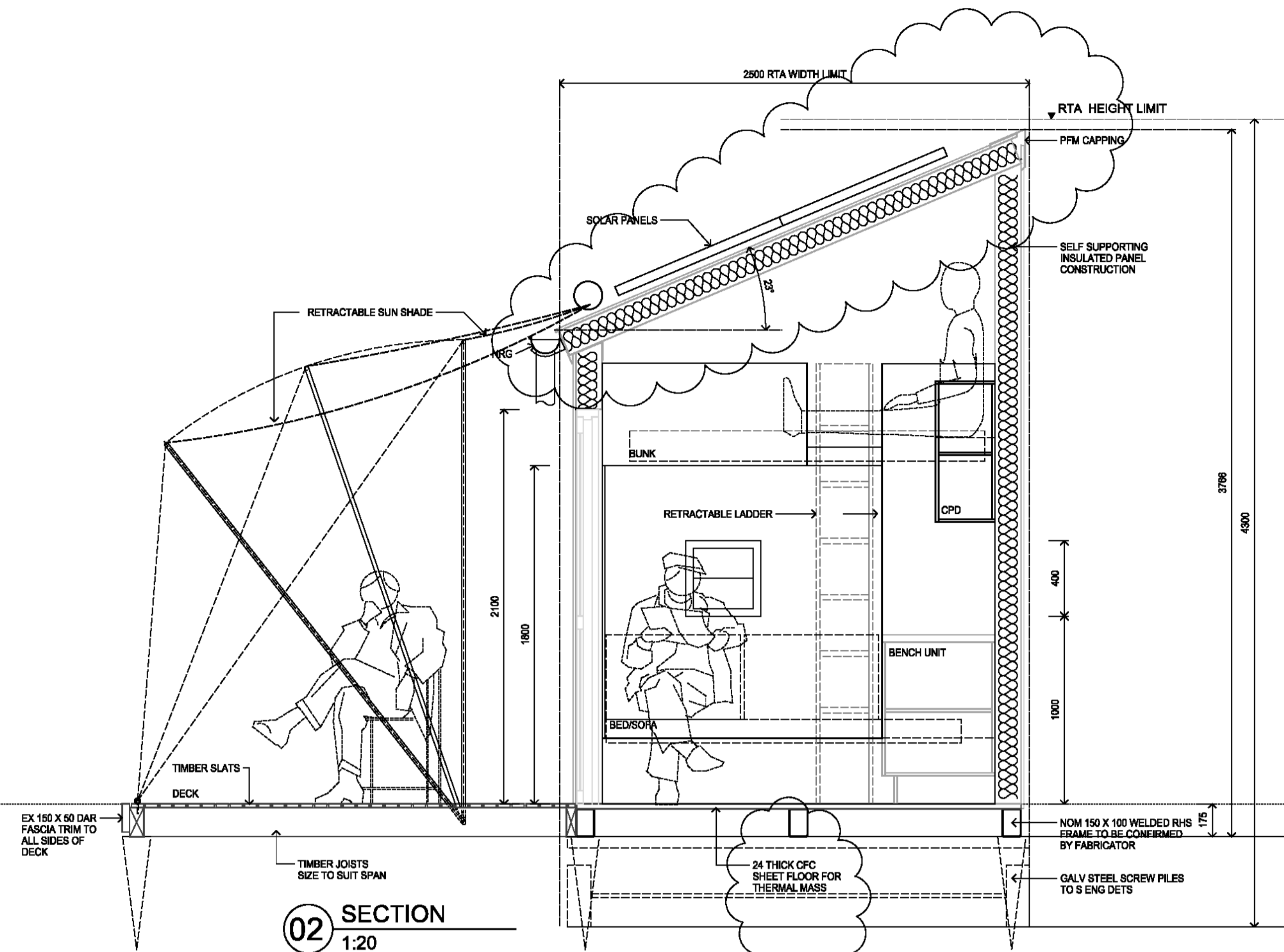
Project Manager
 TINY HOMES FOUNDATION
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 M: 0408 780003 F: 61 2 xxxxx xxxxx
 E: jason@tinymhomesfoundation.org.au

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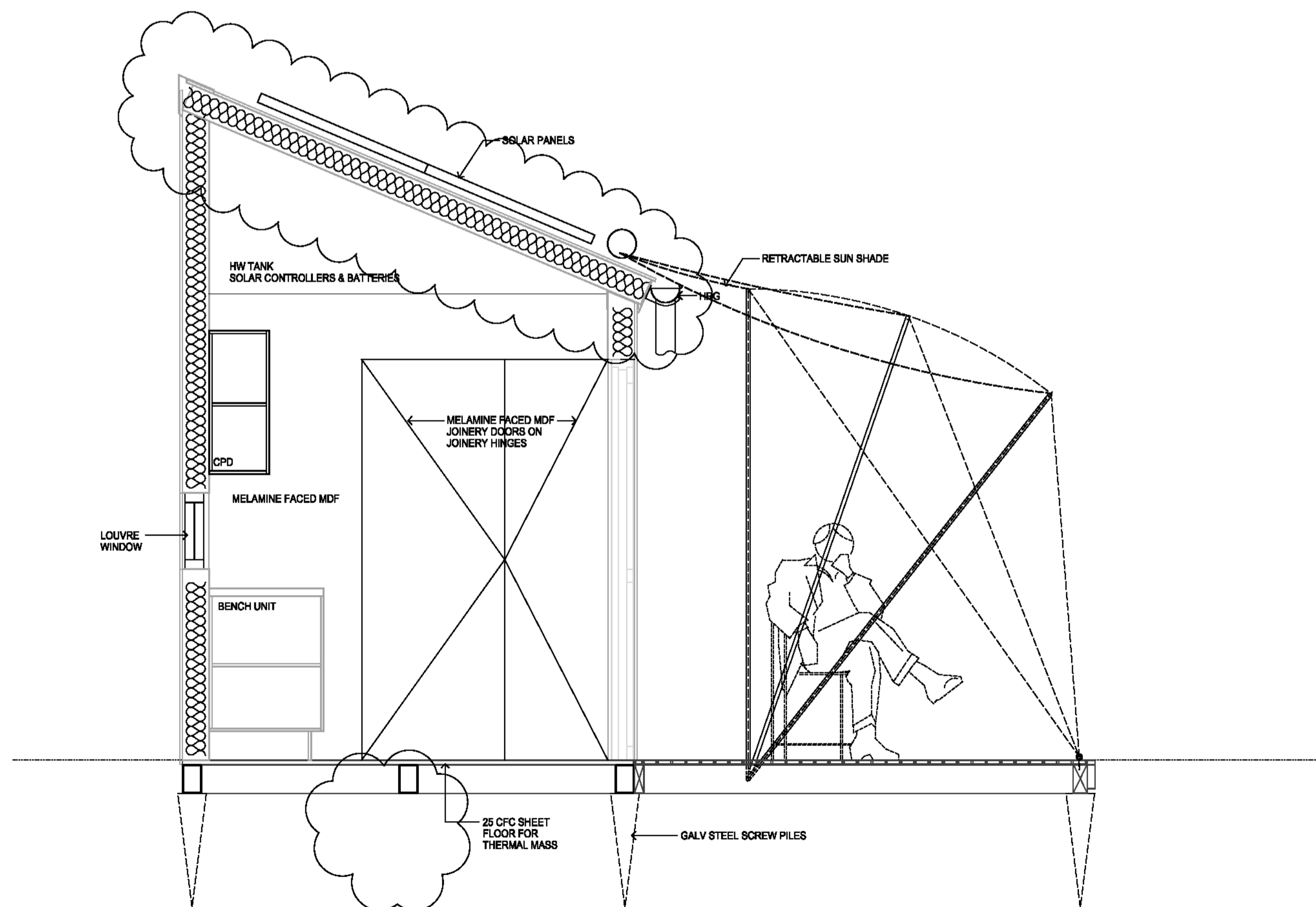
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02 SECTION
1:20



03 SECTION
1:20

04 SECTION
1:20

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 ABN 16 002 247 565
 Nominated Architects: Graham Thorburn reg No 5708; Geoffrey Deane reg No 3786; Andrew Duffin reg No 9602; Garry Hoddinott reg No 5286

Project & Client
TINY HOME PROJECT
 at
 GENERIC SITE
 for
TINY HOMES FOUNDATION

Drawing Title
SECTIONS

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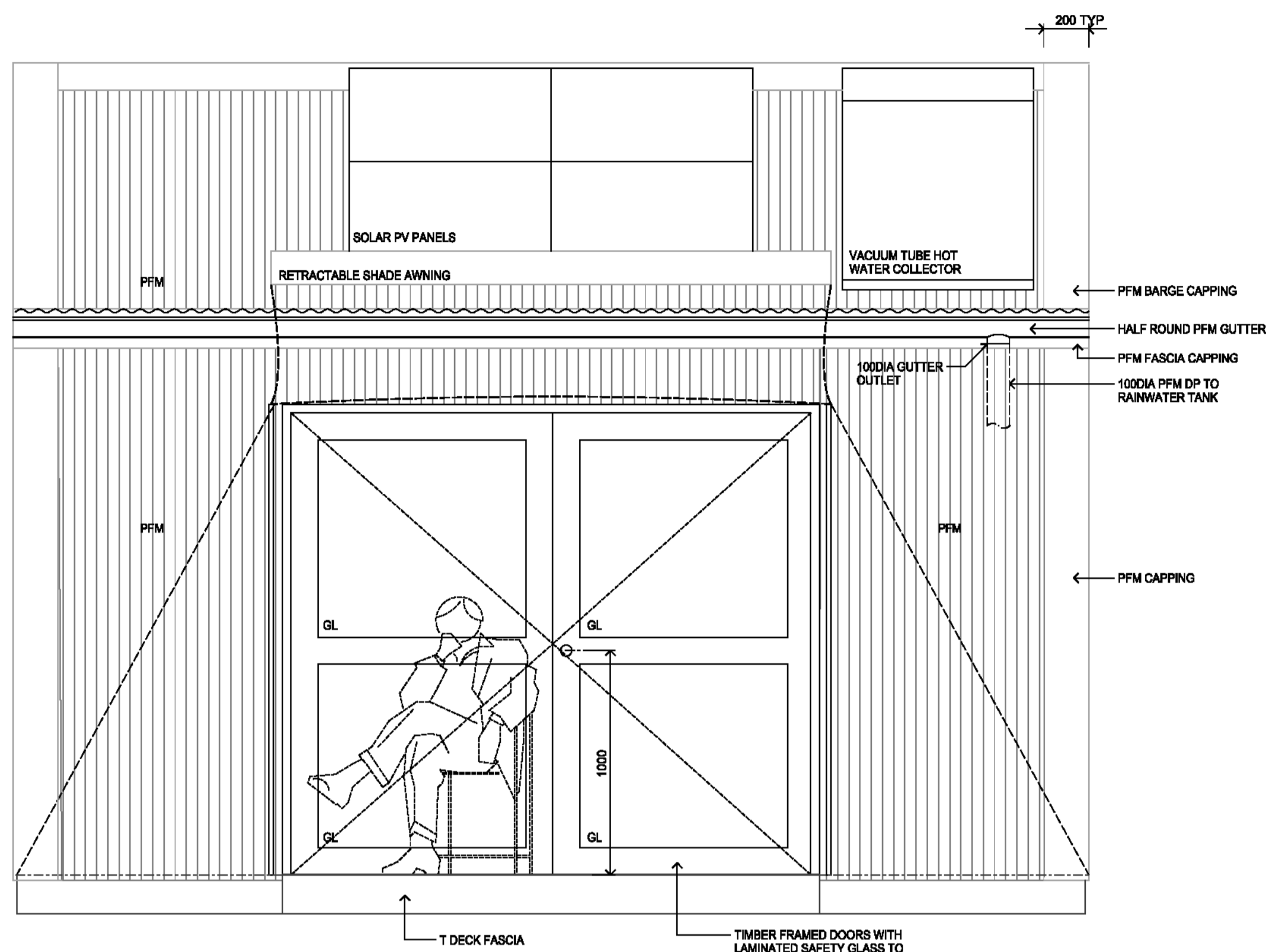
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p4	17/07/2015	PRELIM FOR CONSTRUCTION	DM
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p2	20/05/2015	AUSTEC	DM
p1	19/05/2015	preliminary	DM

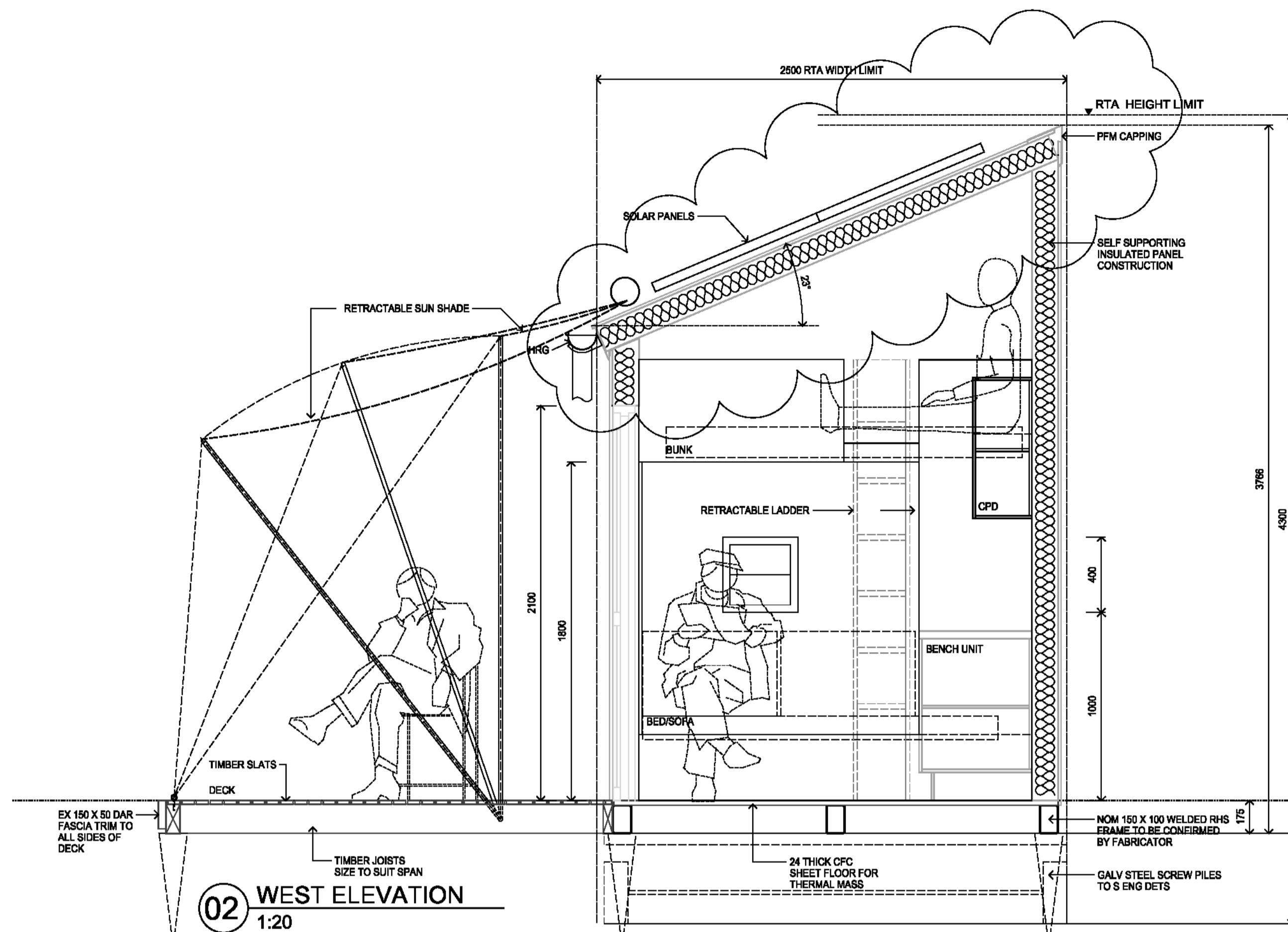
Project Manager
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 E: jason@tinyhomesfoundation.org.au

ESD
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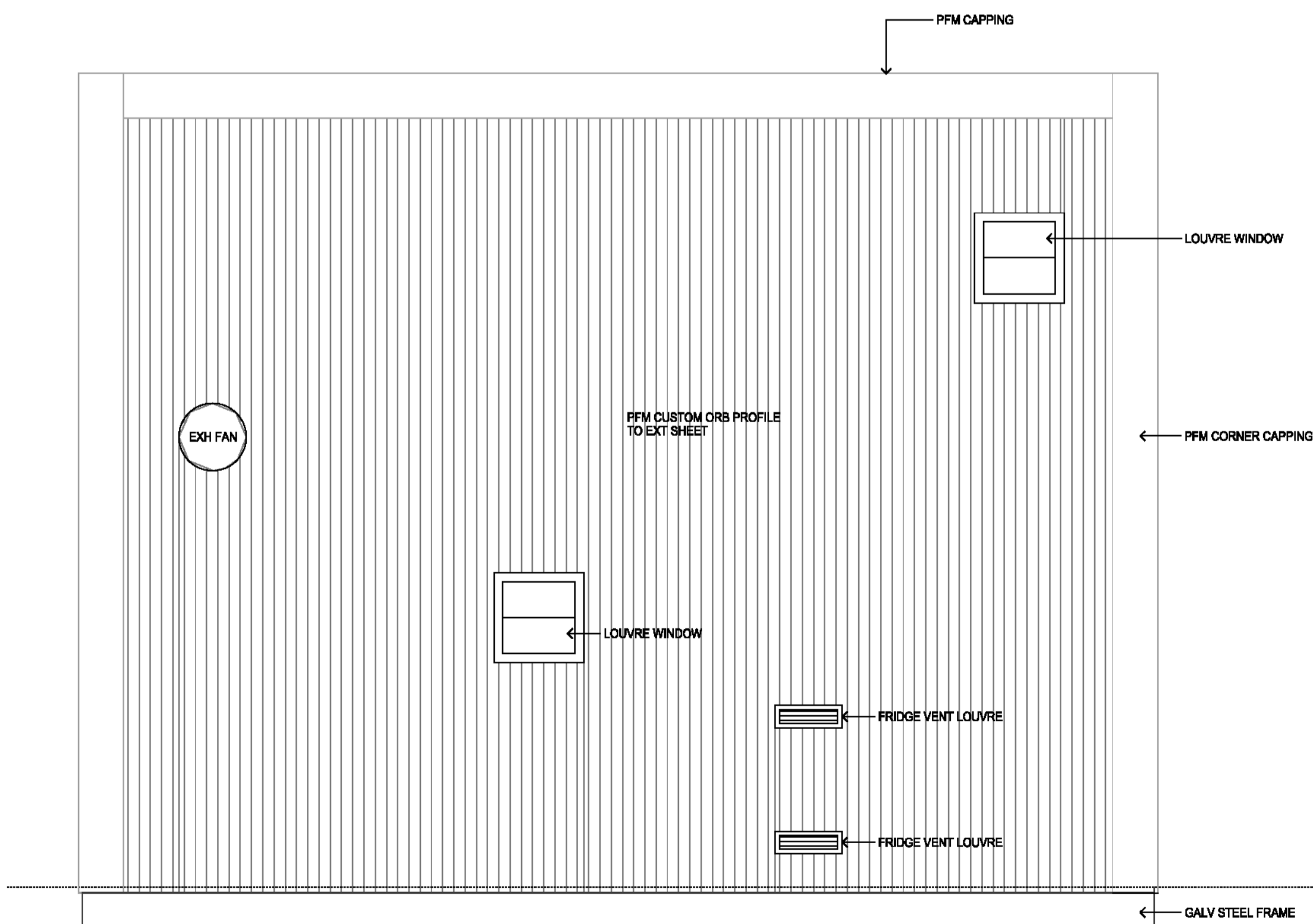
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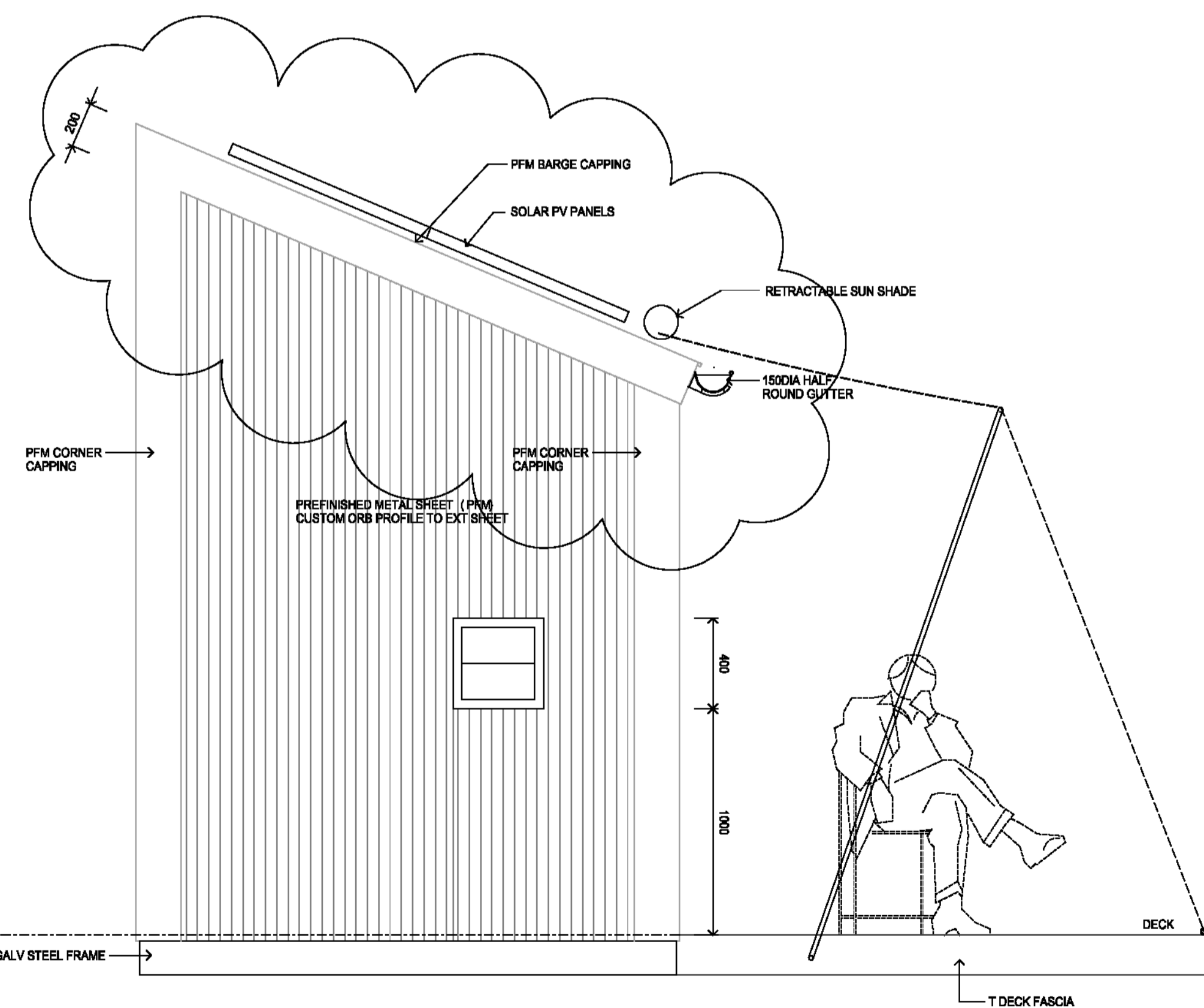
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02 WEST ELEVATION
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03 SOUTH ELEVATION
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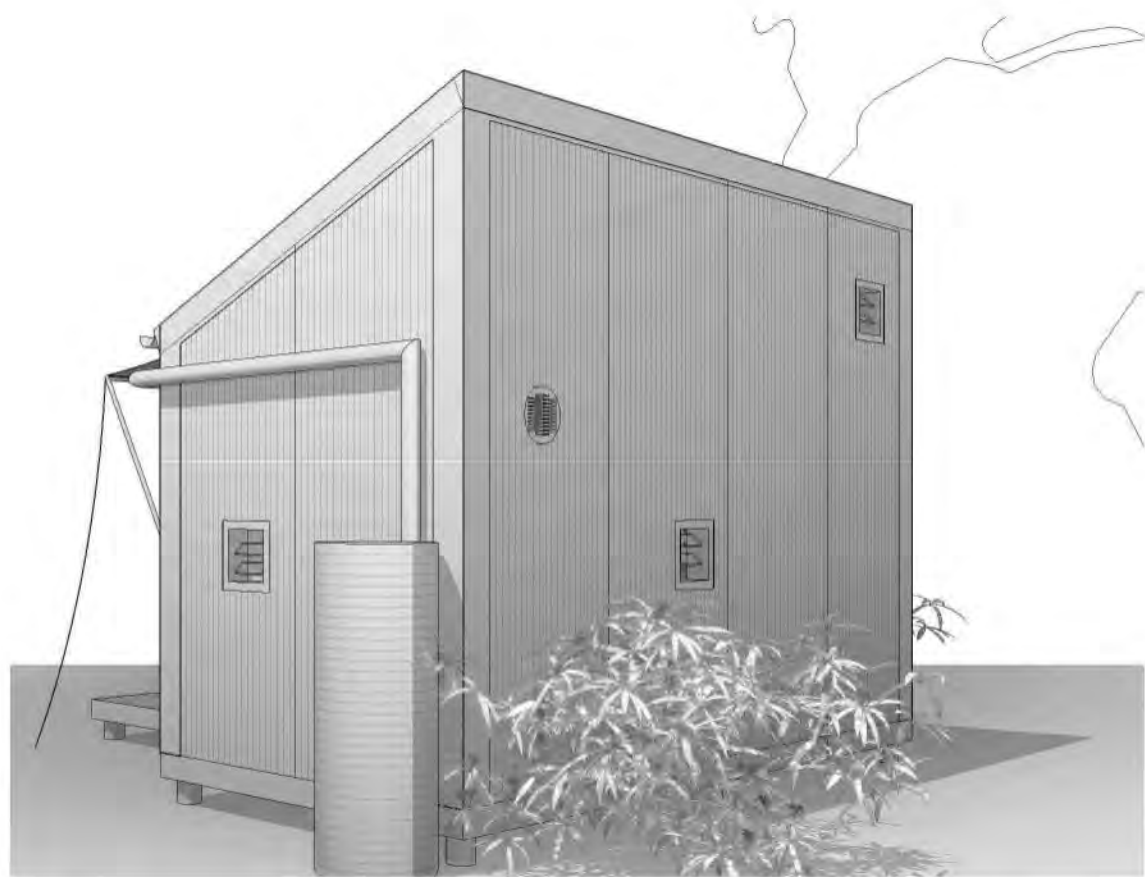


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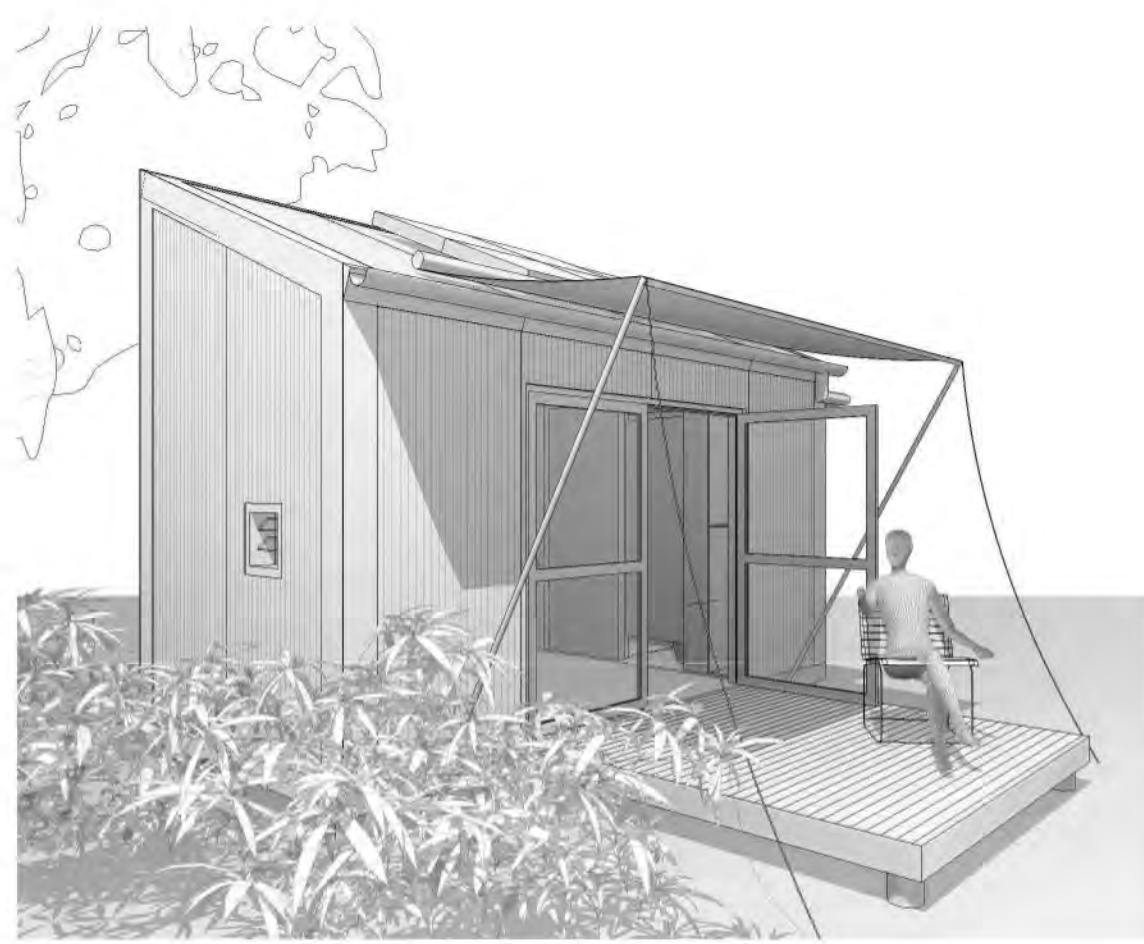
Architect
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 Nominated Architects: Graham Thorburn reg No 5708; Geoffrey Deane reg No 3786; Andrew Duffin reg No 9602; Garry Hoddinott reg No 5286

Project & Client
 TINY HOME PROJECT
 at
 GENERIC SITE
 for
 TINY HOMES FOUNDATION

Drawing Title
 ELEVATIONS



GOSFORD CITY COUNCIL
 DEVELOPMENT CONSENT
 Application No: 49365/2016
 Date of Consent: 11/05/2016
 Plan Approved subject to conditions and the
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Issue			Chief
No.	Date	Description	DM
A	24/08/2015	For Construction	

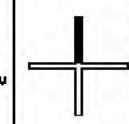
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 JWB 18/03/2017 095
 Residential Architects: Oshwin Thornton reg No. 5706; Geoffrey Downes reg No. 5705; Andrew Duffin reg No. 5652; Gerry Hoodless reg No. 5285

Legend

Drawing Title
Perspectives

Project & Client
The Tiny Homes Project
 at
 GENERIC SITE
 for
 Tiny Homes Foundation

Architect
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 CAD File: C:\Users\jwb\Documents\Book Local File 251816072 - Tiny Homes Model_000.rvt



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 Drawing Reference
15072 - AWD05 - A

GOSFORD CITY COUNCIL
 DEVELOPMENT CONSENT
 Application No: 49365/2016
 Date of Consent: 11/05/2016
 Plan Approved subject to conditions and the
 amendments, if any, shown in RED.



1 Summer - 12PM - 21 Dec



2 Winter - 12PM - 21 June

Issue No.	Date	Description	Chief Designer
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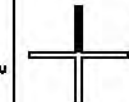
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 Registered Architects: Graham Thompson reg No. 5706; Geoffrey Downes reg No. 5705; Andrew Duffin reg No. 5602; Gerry Hoodless reg No. 5485

Drawing Title
Perspectives - Summer & Winter

Project & Client
The Tiny Homes Project
 at
GENERIC SITE
 for
Tiny Homes Foundation

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 E: architects@nbrs.com.au W: www.nbrs.com.au
 CAD File: C:\Users\m\Documents\Tiny Homes Model_15072.rvt



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