

By-law 28 – No Short Term Letting

- 28.1 Hyde Park Towers is “Residential Accommodation” as defined in *Sydney Local Environmental Plan 2005*. For the purposes of this by-law, “Residential Accommodation” does not include serviced apartments and some other forms of accommodation, including “airbnb” or other sharing accommodation models.
- 28.2 For the purposes of this by-law, “Short Term Letting” means any arrangement:
- (a) to let your Lot for a period of less than three (3) calendar months pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind; and
 - (b) to permit, in return for some form of payment to you or your occupier or some other person or entity, a person or persons to stay in your Lot for more than one day but less than three (3) calendar months pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind.
- 28.3 For the purposes of this by-law, “Boarding House” means a Lot which:
- (a) is used for tourist or visitor accommodation and the tenants or sub-tenants are not subject to a residential tenancy agreement in accordance with the *Residential Tenancy Act 2010*; and/or
 - (b) is subject to any residential tenancy agreement that does not cover the entire unit but is limited to part of the Lot (so that bedrooms are let on a room by room basis, for example); and
 - (c) the Lot is occupied by a group of unrelated persons.

- 28.4 If you are an owner you must not permit your Lot to be used for
- (a) Short Term Letting; and/or
 - (b) Boarding House accommodation; and
 - (c) any purpose other than Residential Accommodation.
- 28.5 If you are an owner you must ensure your agents, Property Manager, tenants and/or sub-tenants do not enter into any arrangements to use your Lot for
- (a) Short Term Letting; and/or
 - (b) Boarding House accommodation; and
 - (c) any purpose other than Residential Accommodation.
- 28.6 If you are an owner who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of your Lot, you must:
- (a) ensure the arrangement is one which results in the ultimate occupiers residing in the Lot exclusively for at least three (3) calendar months;
 - (b) inform the executive committee by its Building Manager of your agreement at the commencement of the agreement; and
 - (c) deliver an executed copy of the "Sub-tenancy Agreement" should it apply; and being a document:
 - i. which is available from the Building Manager; and
 - ii. signed by you and your head-tenant and all sub-tenants agreeing to comply with the rules and by-laws of the Building; and
 - (d) in addition to your obligations in the previous sub-clause, provide the Building Manager with a copy of your lease, noting the names of your tenants and your Property Manager (if applicable);
 - (e) where your Lot is managed on your behalf, the name and contact details of your Property Manager;
 - (f) ensure your arrangement legally binds your tenants and sub-tenants and your Property Manager (if applicable) to provide the information required pursuant to this clause 28.6; and

(g) ensure the information required under this by-law is kept current and updated as necessary.

28.7 If you are the occupier and not the owner of the Lot you must ensure that you do not use nor permit others to use the Lot for

- (a) Short Term Letting; and/or
- (b) Boarding House accommodation; and/or
- (c) any purpose other than Residential Accommodation.

28.8 Owners severally will be liable for any damage to the common property or loss or damage to personal property suffered as a result of their breach of this by-law.

28.9 As an owner you must indemnify the owners corporation against any claim, action, demand or expense incurred in relation to

- (a) Short Term Lettings and/or Boarding House operations conducted from your Lot in breach of this by-law;
- (b) your tenants' occupancy of your Lot in breach of this by-law;
- (c) occupancy of your Lot by your tenants' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
- (d) the exercise of its rights under this by-law; and
- (e) enforcement of this by-law.

28.10 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:

- (a) the power to prohibit you and others from engaging in Short Term Lettings and Boarding House accommodation;

- (b) the power to report Short Term Lettings and suspected Boarding House accommodation to the City of Sydney and engage in whatever legal action may be necessary or desirable to stop the Short Term Lettings and Boarding House accommodation;
- (c) the power to demand the required information contemplated in this by-law about tenants, sub-tenants, licensees and your Property Manager (if applicable);
- (d) where any owner or occupier does not comply with this by-law (in the executive committee's reasonable opinion) the authority to:
 - i. enter any part of the parcel to carry out the necessary investigation to confirm that opinion;
 - ii. issue a notice to you and your Property Manager (if applicable) via the Building Manager that Short Term Lettings or Boarding House accommodation are reasonably suspected to be occurring in your Lot and that the Building Manager requires access to the Lot in order to report to the executive committee;
 - iii. whether or not you or your Property Manager responds to the notice referred to above, rely on the notice to enter your Lot (by the Building Manager) with your deemed permission;
 - iv. issue the findings of the investigation contemplated in this clause to the executive committee, you and your Property Manager (if applicable);
 - v. on confirmation of Short Term Lettings or Boarding House accommodation activity in your Lot, instruct you or your Property Manager (if applicable) to deliver an eviction notice to persons not authorised to occupy your Lot according to this by-law;
 - vi. inform you or your Property Manager if the Short Term Lettings and/or Boarding House accommodation activity does not cease immediately;
 - vii. de-activate Security Keys in connection with your Lot if the Short Term Lettings and/or Boarding House accommodation activity does not cease immediately on you or your Property Manager being informed of the continuing activity pursuant to this by-law; and
 - viii. be indemnified by you from all claims arising from the actions taken pursuant to this by-law; and

(e) for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses (b) and (c) and (d) of this clause from the respective owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.