

That the Owners – Strata Plan No. 50530 SPECIALLYRESOLVE pursuant to section 141 of the *Strata Schemes Management Act 2015* to make the following by-law:

## By-law 28.A -- No Short-Term Rental Accommodation Arrangement

### Interpretation

1.1 In this by-law, unless a contrary intention appears:

“**Act**” means the *Strata Schemes Management Act 2015*;

“**Building**” means the building and common property comprising the Strata Plan;

“**Governmental Agency**” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

“**Lot**” means a lot or part of a lot in the Strata Plan;

“**Occupier**” means an occupier of a Lot pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

“**Occupier’s Principal Place of Residence**” means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Occupier;

“**Online booking service**” means a person who provides an online booking service that enables persons to enter into short-rental accommodation arrangements;

“**Owner**” means an owner of a Lot unless otherwise indicated;

“**Owner’s Principal Place of Residence**” means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Owner;

“**Property Agent**” means the property manager, leasing agent or facilitator acting as agent for an Owner or Occupier of a Lot in respect of the lawful leasing of that Lot according to the by-laws;

“**residential premises**” means a Lot which comprises a residence;

“**Security Key**” means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communication system in the Building.

**“short-term rental accommodation”** means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);

**“short-term rental accommodation arrangement”** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the (relevant Fair Trading Act 1987) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

**“Strata Plan”** means Strata Plan No. 50530.

1.2 In this by-law, unless the context otherwise requires:

- a. headings are for convenience only and do not affect the interpretation of the by-law;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- e. a reference to a person includes reference to the person’s executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes a part of that thing;
- g. a reference to any statute, act, regulation, proclamation, ordinance or by-law includes all statutes, acts, regulations, proclamations, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;
- h. “include” or “including” and any variation of those words are not words of limitation;
- i. if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that

it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect; and

- j. any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

## **Scope of By-law**

- 2.1 An **Owner** for whom their **Lot** is not that **Owner's Principal Place of Residence** must not:
  - a. enter into any **short-term rental accommodation arrangement** regarding that **Lot**; nor
  - b. permit any **Occupier** of the **Lot** for whom the **Lot** is not that **Occupier's Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
  - c. permit any **Property Agent** of the **Owner** or **Occupier** for whom the **Lot** is not their **Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
  - d. permit any other agent acting for the **Owner** or **Occupier** of a type referred to in clause 2.1.c. to enter into any **short-term rental accommodation arrangement** regarding the **Lot**;
  - e. list the **Lot** or permit the **Lot** to be listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement**.
  
- 2.2 An **Occupier** for whom the **Lot** is not that **Occupier's Principal Place of Residence** must not:
  - a. enter into any **short-term rental accommodation arrangement** regarding that **Lot**; nor
  - b. permit any other **Occupier** of the **Lot** for whom the **Lot** is not that other **Occupier's Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor

- c. permit any **Property Agent** of any **Occupier** referred to in this clause 2.2. to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
  - d. permit any other agent acting for any **Occupier** referred to in this clause 2.2 to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
  - e. list the **Lot** or permit the **Lot** to be listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement**.
3. An **Owner** for whom their **Lot** is not the **Owner's Principal Place of Residence** and who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of their **Lot** must ensure all such agreements:
- a. are not inconsistent with and do not breach clause 2 of this by-law; and
  - b. legally bind their **Occupier** and sub-tenants and their **Property Agent** and/or other agents (if applicable) to compliance with this by-law.

### **Liability and Indemnity**

- 4.1 **Owners** and **Occupiers** jointly and severally will be liable for any damage to the common property in the **Strata Plan** and/or a **Lot** and for loss or damage to personal property suffered as a result of their breach of this by-law.
- 4.2 **Owners** severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:
- a. **short-term rental accommodation arrangements** prohibited in this by-law and conducted from their **Lot**;
  - b. their **Occupiers'** occupancy of their **Lot** in breach of this by-law;
  - c. occupancy of their **Lot** by **Occupiers'** sub-tenants, licensees, sub-licensees or others in breach of this by-law;
  - d. listing a **Lot** to which this by-law applies on any **Online booking service**;
  - e. the exercise of its rights under this by-law; and
  - f. enforcement of this by-law.

- 4.3 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
- a. the power to prohibit **Owners** and **Occupiers** and others from enabling or engaging in **short-term rental accommodation arrangements** according to this by-law;
  - b. the power and duty to report every **short-term rental accommodation arrangement** prohibited in this by-law to the relevant **Government Agency/ies** and engage in whatever investigative and legal action may be necessary to stop the **short-term rental accommodation arrangement**;
  - c. the authority to:
    - i. issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) if it is reasonably suspected that the **Lot** is listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement**;
    - ii. issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) that **short-term rental accommodation arrangements** are reasonably suspected to be occurring in the relevant **Lot** and demand that the **short-term rental accommodation arrangements** cease immediately;
    - i. instruct the **Owner** or **Occupier** or their **Property Agent** (if applicable) to deliver an eviction notice to persons not authorised to occupy the **Lot** according to this by-law;
    - ii. if the **short-term rental accommodation arrangement** does not cease immediately on the relevant **Owner**, **Occupier** or **Property Agent** (if applicable) being informed of the continuing activity prohibited in this by-law - de-activate **Security Keys** which continue to be used to access common property by persons not authorised to do so; and
    - iii. be indemnified by **Owners** from all claims arising from the actions taken pursuant to this by-law;
  - d. 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 this sub-clause 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.

- 4.4 This by-law shall not commence to have effect until the date on which the *Fair Trading Amendment (Short-term Rental Accommodation) Act 2018* commences. It will have effect from that date.

### **Motion 3.**

That the Owners – Strata Plan No. 50530 SPECIALLY RESOLVE pursuant to section 141 of the *Strata Schemes Management Act 2015* to amend By-law 32 to read as follows:

### **By-Law 32 – Gatherings**

- 32.1 In the interests of the amenity of all residents, where any gathering of more than fourteen (14) people is planned or occurs in your Lot you shall notify the Building Manager of the numbers of persons expected to attend and invited to a gathering within your Lot.
- 32.2 Despite clause 32.1, owners and occupiers will be entitled to a maximum number at any gathering in a Lot as follows:
- a. in a one (1) bedroom apartment - not more than fourteen (14) persons (including occupiers);
  - b. in a two (2) bedroom apartment - not more than twenty one (21) persons (including occupiers);
  - c. in a three (3) bedroom apartment below level 30 - not more than twenty eight (28) persons (including occupiers); and
  - d. in apartments on levels 30-32 - not more than thirty five (35) persons (including occupiers).

The numbers referred to in this clause 32.2 may be varied by the strata committee from time to time.

- 32.3 When you are planning any gathering to which this by-law refers you must:

- a. give the Building Manager at least seven (7) days' written notice of any intention to hold such gathering; and
- b. bear all costs in respect of the employment of necessary additional doormen or security staff engaged at the discretion of the owners corporation. You must pay such costs before the event; and
- c. be responsible for all costs incurred (e.g. fines and call - out fees ) as a result of the gathering.

32.4 When a gathering is anticipated or if it occurs the owners corporation may make rules and regulations relating to the use and occupation of the Building as it deems appropriate provided such rules and regulations are:

- a. for the safety of owners and occupiers; and/or
- b. for orderly administration of the Building;
- c. for the preservation of fire safety at the Building.

You must comply with such rules and regulations.

32.5 For orderly management and the safety of owners, occupiers and invitees, the owners corporation by its Building Manager or other agent shall be entitled to deny entry to the Building to any person when the maximum number of attendees as indicated in clause 32.2 has been reached.