

Hotham Rise Lifestyle Village

Terms and Conditions



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These Terms and Conditions have been developed to provide clear guidance on the expectations, responsibilities, and rights of residents living within the Hotham Rise Lifestyle Village

As these are Shire-owned, independent living units, it is important to maintain a consistent, fair and respectful living environment for all residents.

The document outlines the standards for daily living, property use, communal facilities, and interaction within the community. It also helps ensure compliance with relevant legislation, including the *Residential Tenancy Act 1987*, *Cat Act 2011*, *Dog Act 1976*, and the Shire's local laws.

By agreeing to these Terms and Conditions, residents contribute to a safe, inclusive, and well-managed environment that promotes individual independence while supporting the broader community.

General Residency

Maximum Tenancy

Tenancy is limited to a maximum of two persons, plus a legal carer if deemed necessary.

Minimum Occupation Period

There is no minimum occupation period. However, the Shire may review the tenancy agreement if residents are absent for extended periods without medical justification.

Independent Living Acknowledgment

Residents acknowledge that these units are designed for independent living and do not include any care services.

Conduct

Residents are expected to maintain respectful and considerate behaviour toward others in the community.

Pets

One small pet may be kept in accordance with local laws and the *Cat Act 2011* and *Dog Act 1976*. Prior approval from the Shire is required before bringing a pet into the unit. Residents are also responsible for ensuring their pet is kept under control at all times.

Smoke-Free Zone

All units are designated as smoke-free.

Speed Limit

The speed limit within the Village is 8 km/h.

Tenancy Management

Periodic Lease

Residents are on periodic leases in accordance with the *Residential Tenancies ACT 1987 (WA)*, which allows tenancies to continue on a rolling basis after the fixed term ends.

Entry and Exit Condition Reports

A condition report of the unit will be completed within seven (7) days of moving in and again within fourteen (14) days of vacating.

This report records the condition of the premises and will be used to assess any reinstatement responsibilities.

Unit Condition Upon Vacating

Residents are required to leave their unit in a clean, tidy, and well-maintained condition upon vacating. This includes general cleaning of all rooms, removal of personal belongings and rubbish, and ensuring all fixtures and fittings are in good working order. Carpet cleaning is the responsibility of the resident and must be professionally completed before vacating.

Rental Inspections

Inspections are conducted every six months, with a minimum of seven days' written notice provided in advance.

Alterations to Property

Written permission is required before hanging items on walls or installing fittings. Submit a "Service Request" online or in person at the Shire reception.

Reporting Faults

Any maintenance issues faults must be reported promptly via a "Service Request" form.

Keys

Residents are issued two keys. Replacements are the resident's responsibility. A lockbox is available for discretionary use, including code sharing if desired.

Financial and Legal Disclosure

Pre-Contract Disclosure

In accordance with WA legislation, residents will be provided with the following documents at least ten (10) working days before signing a residence agreement:

- Information for Tenant FORM 1AC
- A full copy of the Residential Tenancy Agreement Form 1AA
- These Terms and Conditions (residence rules)

Fees and Contributions

All fees, including weekly charges, are detailed in the residence lease agreement. These may include:

- Weekly rent or fees
- Bond payment and potential deductions

Capital Works and Reserve Funds

The Shire manages a reserve fund to cover long-term maintenance and capital improvements. Residents will be consulted annually on the budget, and a plan for capital works is available upon request.

Garden and Common Area

Private Gardens

Residents are responsible for maintaining the cleanliness and general upkeep of their private unit areas. Weed control may be arranged through the Shire in accordance with annual fees.

Community Gardens

Residents are responsible for maintaining the Community Gardens, with the Shire providing assistance for larger tasks or items where appropriate. Planter boxes are a shared resource and should be used considerately, residents wishing to contribute or plant are encouraged to share them equally to ensure fair access for all.

Community Hub

The Community Hub is a shared space intended for short-term use and enjoyment by all residents. To ensure fair and equal access, residents are asked not to occupy the Hub for extended periods or use it as a substitute for private living space. Prolonged stays, such as spending several hours daily for personal comfort, limit access for others and are not permitted.

Access

Access is limited to residents and their guests. Visitors must be accompanied by a resident. Private functions or organised activities require prior Shire approval and advance notice to other residents.

Cleanliness

Users are responsible for cleaning up after themselves, including removal of expired food and returning furniture or equipment to its original position.

Equipment Use

All Hub equipment must be used for its intended purpose. Report any malfunctions immediately. Return borrowed items to their original location after use.

Pets in the Hub

Only certified service animals are permitted inside the Hub.

Personal Belongings

Personal items left in the Hub remain the responsibility of the resident. Clearly label belongings to avoid confusion.

Unapproved Furniture and Items in the Community Hub

Residents are not permitted to leave or donate furniture, appliances, or other household items in the Community Hub or surrounding common areas without prior approval from the Shire. While intentions may be well-meaning, unapproved items can clutter shared spaces, create safety hazards, and may not be suitable or welcomed by other residents.

Any items left without permission may be removed and disposed of at the Shire's discretion. Residents are encouraged to contact the Shire before placing any items in communal areas.

Behaviour in the Hub

All users must behave in a way that does not interfere with the comfort of others. Usage must comply with the Shire of Boddington's, *Local Government Property Local Law 2000*.

Need Help or Have Questions

Residents are encouraged to contact the Shire for assistance or clarification regarding any aspect of their tenancy. Information on dispute resolution, resident consultation, and legislative rights is also available from the Department of Consumer Protection WA.

