

SPECIAL BY-LAW NO. 1 PROHIBITION OF SHORT-TERM ACCOMODATION

1. For the purpose of this by-law:

- 1.1. "Act" means the Strata Schemes Management 1996 (NSW) as amended from time to time;
 - 1.2. "Building" means the building and improvements on the land located at 11 Alberta Street, Sydney NSW 2000;
 - 1.3. "Common Property" means the common property in the Strata Plan;
 - 1.4. "Costs" means all professional and trade costs/fees/disbursements incurred or associated with any damage caused as a result of the use of a Lot in breach of this by-law;
 - 1.5. "Council" means City of Sydney Council, its administrators, successors and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;
 - 1.6. "Enforcement Costs" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation engaging professional services including legal services;
 - 1.7. "Executive Committee" means the executive committee elected by the Owners Corporation from time to time;
 - 1.8. "Indemnify" means the Owner indemnifying the Owners Corporation in respect of their use of a Lot in breach of this by-law, which includes but is not limited to the following:
 - i. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - ii. any sum payable by way of increased premiums; and
 - iii. any costs or damages for which the Owners Corporation is or becomes liable;
 - 1.9. "Lot" means a lot in the Strata Plan;
 - 1.10. "Occupier" means the legal occupier of a Lot from time to time, including the occupier's agent or employee;
 - 1.11. "Owner" means the owner of a Lot from time to time, including the owner's agent or employee;
 - 1.12. "Owners Corporation" means the owners corporation known as The Owners – Strata Plan No. 91667;
 - 1.13. "Residential Tenancy Agreement" means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 30 consecutive days;
 - 1.14. "Security Keys" means a key, magnetic card or other device or information used on the Common Property to:
 - 1.14.1. open and close the security gates, doors, gates or locks; or
 - 1.14.2. operate alarms, security systems or communication systems.
 - 1.15. "Short -Term Accommodation" means the provision of temporary accommodation on a commercial basis for a period of 30 days or less, including but not limited to:
 - 1.15.1. Backpackers' accommodation;
 - 1.15.2. Bed and breakfast accommodation;
 - 1.15.3. Hotel or motel accommodation;
 - 1.15.4. Serviced apartments;
 - 1.15.5. Private hotel;
 - 1.15.6. Boarding house;
 - 1.15.7. Tourist or visitor accommodation; and
 - 1.15.8. Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, or similar.
 - 1.16. "Statutory Declaration" means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the contents of this by-law;
 - 1.17. "Strata Manager" means Strata Republic or any other strata managing agent engaged by the Owners Corporation from time to time;
 - 1.18. "Strata Plan" means registered strata plan number 91667;
 - 1.19. "The Plan" means the Sydney Local Environment Plan 2012 as amended from time to time, including any succeeding instrument.
2. Where terms in this by-law are not defined, they have the same meaning those words are

attributed under the Act.

3. Owners and Occupiers are prohibited from using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation.

4. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owners Corporation, via the Executive Committee or Strata Manager, may:

4.1. Request that the Owner and/or Occupier provide evidence of their compliance with this bylaw, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee, which may include a Statutory Declaration; and/or

4.2. Notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action; and/or

4.3. Exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal in the sum of \$5,500.00 (as at the date of registration of this by-law and subject to change); and/or

4.4. Enter upon any part of the Lot to carry out the necessary investigation to confirm the Owner or Occupier's compliance with this by-law; and/or

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4.5. Refuse to provide additional Security Keys to an Owner or Occupier; and/or

4.6. De-activate an Owner or Occupier's Security Keys.

5. The Owner or Occupier is responsible for and will bear all Costs and/or Enforcement Costs.

6. The Owner or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner or Occupier's breach of this by-law.

7. Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

8. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.

9. The Owner Indemnifies and will keep Indemnified the Owners Corporation.