

# Holiday and Short Term Rentals Guidelines

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## Background and Objectives

- These Guidelines were developed following a collaborative process between the Real Estate Institute of New South Wales and industry representatives including Stayz and Occupancy.com (TakeABreak and rentahome.com.au), as well as public consultations.
- The objective of these Guidelines is to assist owner-managers and agent-managers (**Managers**) of short term holiday rental accommodation meet the residential amenity needs of all stakeholders including guests, neighbours, local communities, local councils and government.
- Towards this objective these Guidelines also seek to encourage acceptable standards of behaviour for holiday rental Guests and their Visitors.

## Guidelines

### 1. Property Management

- 1.1. Managers should act with integrity, professionalism, courtesy and consideration when dealing with guests, neighbours, representatives of owners corporations, local councils and other government bodies.
- 1.2. The property offered should be in a clean, safe and habitable state of repair. Managers must ensure that smoke detectors are fitted and should provide fire safety information to Guests appropriate for the type of the property and in accordance with applicable legislation.
- 1.3. Managers should provide, or have displayed prominently in the property, information promoting good neighbourly behaviour. Examples could include leaflets or materials produced by the Manager, industry associations, local councils, Tourism agencies or Fair Trading offices.
- 1.4. Managers should familiarise themselves with the provisions of any local planning instruments regulating the use of the property.
- 1.5. Managers should make these Guidelines available to Guests.
- 1.6. Managers must advertise the property with fair and reasonable representation.
- 1.7. Managers should provide general, after hours and emergency telephone numbers to Guests, building management and neighbours.

### 2. Booking Terms and Conditions

The Booking Terms and Conditions may be in the form of electronic communications, Booking Conditions, Letting Agreement or otherwise as required by legislation. The Booking Terms and Conditions may incorporate information by reference including these Guidelines, House Rules, By Laws, Codes of Conduct and information made available to the Guest from web sites.

The Booking Terms and Conditions must include:

- 2.1. The property address sufficient to identify the particular property;
- 2.2. Dates of occupancy and check-in/check-out times;
- 2.3. Guest's name, usual residential address (or most appropriate contact address if other than this property), email and contact phone number(s);
- 2.4. Rental rate and other charges (if applicable);
- 2.5. Terms and conditions of occupancy including any special conditions;
- 2.6. The grounds upon which, and the manner in which, the Agreement may be terminated;
- 2.7. Details of how a Guest can amend or cancel a booking or seek a refund;
- 2.8. After hours contact details for the Manager or their nominated representative;
- 2.9. Maximum permitted number of Guests and their identity where applicable;
- 2.10. If relevant, maximum number of vehicles permitted onsite and the parking space(s) allocated. If requested, Guests should supply all vehicle/trailer registration numbers which will occupy such spaces;
- 2.11. Notification of the existence of any By-laws or House Rules relating to the property (if applicable) and provision to make copies available either prior to arrival, on arrival or in the property;
- 2.12. An express clause to the effect that the Guests will:
  - 2.12.1. respect the residential amenity of the property and neighbours;
  - 2.12.2. maintain the security of the property;
  - 2.12.3. abide by any noise abatement order issued by police or any regulatory authority;
  - 2.12.4. refrain from engaging in any drunken, obscene or antisocial behaviour.

### **3. Bonds and Security Deposits**

- 3.1. If a rental bond is required by legislation it should be taken and properly administered by the Manager in accordance with the applicable legislation.
- 3.2. Any security deposit (or equivalent) otherwise taken that is not subject to a residential tenancies legislation should be taken by the Manager (e.g. as cash or a credit card transaction or authorisation) prior to each period of occupancy. Guests should be advised that failure to comply with the terms and conditions of the Booking Terms and Conditions may constitute a breach of the Booking Terms and Conditions and may result in deductions from the security deposit prior to its release or additional charges levied.
- 3.3. Security deposits should be released or returned to the Guests as soon as possible following their departure, subject to retention of any amount required to rectify any damage to the property, common property or to neighbouring properties caused by the Guests or their invitees.

### **4. Recycling and Garbage**

- 4.1. Guests must be informed that garbage must be disposed of in accordance with the usual practice at the property and in the allocated bins, and that excess rubbish must not be left in public or common areas.
- 4.2. Managers should provide details of local council garbage and recycling collection days, and any special requirements relating to the disposal of garbage or waste minimisation.

### **5. Access and Parking**

- 5.1. Managers should provide information on, or prior to, arrival regarding access or parking, including any parking restrictions, to ensure ease of access with minimum disturbance to other residents or neighbouring properties.

### **6. Insurance**

- 6.1. Owners and Managers should hold appropriate insurance, including comprehensive landlords' and public liability insurance (as appropriate).

### **7. Noise**

- 7.1. Guests must be encouraged to keep noise to a reasonable level at all times, in conformity with the residential amenity of the property and community, in particular, between 10pm and 8am.

### **8. Complaints**

- 8.1. Managers should have a legislatively compliant policy setting out how to deal with disputes or complaints and retain a log of related communication and actions taken.

### **9. Guests' Obligations.**

The following are fundamental obligations of Guests which Managers should convey to Guests (either in the Occupancy Agreement or otherwise).

Guests must:

- 9.1. Maintain noise to a reasonable level and, in particular, between 10pm and 8am;
- 9.2. Comply with parking regulations and show consideration to neighbours and other vehicles;
- 9.3. Dispose of garbage and recycling in accordance with the usual practice at the property and in the allocated bins. Guests must not leave excess rubbish in common or public areas;
- 9.4. Notify the Manager of any complaints as soon as is practicable;
- 9.5. Minimise their impact upon the residential amenity of the neighbours and local community.
- 9.6. Be responsible for their Visitors