

Lockhart Shire Council



MAGNOLIA LODGE

LOCKHART AND DISTRICT AGED AND DISABLED PERSONS HOME UNITS

Information and Application for Occupancy

This application is in five (5) parts:

- PART A – GENERAL INFORMATION
- PART B – APPLICATION – TO BE COMPLETED IN FULL
- PART C – OTHER HELPFUL INFORMATION WHICH APPLICANT
MAY FURNISH.
- PART D – FOR COMMITTEE USE ONLY
- PART E – RULES GOVERNING RESIDENTS IN UNITS

Amended 31 October 2013

PART A

Lockhart and District Aged and Disabled Persons Home Units

The enclosed "information items" provide most of the answers to the questions you may have regarding occupancy of the "Magnolia Lodge" Units.

Should you need any further information or assistance please do not hesitate in contacting Council's Director of Corporate Services.

Written applications should be addressed to:

The General Manager
Lockhart Shire Council
PO Box 21
LOCKHART NSW 2656

APPLICATION FORMS ARE ENCLOSED

1. Location

The "Magnolia Lodge" units are situated in Green Street, Lockhart approximately 400 metres west of the shopping centre.

2. Accommodation

At present there are nine (9) self-contained units in four buildings, each brick veneer with tile roof and insulated.

Each unit is complete with kitchen, lounge room and separate bedroom, utility room with shower, vanity, toilet and laundry and a small front porch. Each unit is equipped with smoke alarms as well as reverse cycle air-conditioning, washing machine, refrigerator, stove with overhead exhaust fan system, blinds, carpet and built-in cupboards and robes. Each unit is also wired to take both telephone and television sets. There is also an option to have access to Vitalcall an emergency alarm system. Other furniture and curtains are not provided. In summary, the units are for independent living in home conditions without institutional care and with minimal control.

Weekly rental is set at 20% of the single aged pension for single occupation. Rental is reviewed periodically in conjunction with pension cost of living adjustments.

NOTE: No priority will be given to any person on the grounds of religion, race and creed and allocation of accommodation will be given on the basis of suitability and need.

3. Eligibility

A man who has attained the age of 65 years or a woman who has attained the age of 60 years and includes the wife or husband of an aged person residing or desiring to reside with the aged person.

Also persons under these ages who are in receipt of an invalid pension may qualify for occupancy of the "Magnolia Lodge" units depending on the degree of incapacity as medically determined under the terms of the Aged and Disabled Persons Homes Act.

4. In-going Contribution

An in-going contribution of \$5,000 applies to Units 1 to 9 (inclusive) and is required to be paid in full prior to a new resident taking up occupation.

5. Rental Bond

A Bond payment of \$250.00 applies to Units 1 to 9 (inclusive) and is required to be paid in full prior to a new resident taking up occupation. This Bond is lodged with the Dept of Fair Trading. When the agreement ends this bond is fully refundable from the Dept of Fair Trading if there is no outstanding rent owing and if the premises are left in near as possible in the same condition, fair wear and tear excepted, as set out in the original condition report.

PART B

Application for Admission to Magnolia Lodge

I hereby apply for admission as a resident of *Magnolia Lodge*, and I declare that the answers given to the following questions are true and correct and I have not withheld any material information. I agree to abide by the decision of the Council and its Tenancy Committee as to my qualifications for occupancy of a unit.

1. Full Name _____
(BLOCK LETTERS)

2. Address _____

3. Date of Birth _____

4. Birth Place _____ 5. Last Occupation _____

6. Present Material Status – Married Single Widowed Divorced Separated
(Please circle one)

7. If Married at any time please state:
Husband/Wife's Name _____

8. Do you own your own home? _____ Do you live in this home? _____
If so, do you live – Alone With Friend With Relative With Boarder
(Please circle one)

9. Do you own any other property or receive private income? _____
If so, give details _____

10. Why do you desire a "Magnolia Lodge" Unit? _____

PART B – Application for Admission to Magnolia Lodge (cont'd)

11. State whether you are in receipt of invalid, old age, war or service, or widow's pension, and if so, state the amount of your pension per week.

12. Have you previously resided in an Aged or Disabled Home Unit, a Home for the Aged, disabled or similar establishment?

If so, state the reason for leaving _____

13. Can you care for yourself? _____

14. Are you able to perform normal housework? _____

15. State the name and address of your usual Medical Officer _____

I give the Lockhart Shire Council permission to contact your usual Medical Officer in case of emergency.

Signature: _____

(Applicant)

16. Have you been made familiar with the rules and conditions of occupancy of the units, and do you understand these by-laws and conditions?

17. I agree to abide by the terms of this document during my tenancy at Magnolia Lodge.

Signed: _____

(Applicant)

Signed: _____

(Witness)

Whilst all care will be taken, the Tenancy Committee and the Council does not accept responsibility to safeguard any property of the occupants in the units against any loss whatsoever.

PART C

Other information which will be helpful during occupancy at Magnolia Lodge

Give details if you so desire – it is in your interest to do so.

1. Religion _____
Solicitor _____
Chemist _____

2. Have you made a Will? _____ Date of last Will _____

3. Are you a Financial member of a:
(please give details)
Medical Benefit Fund _____
Hospital Benefit Fund _____
Funeral Benefit Fund _____

4. Names, addresses and telephone numbers of close relatives:

5. Name and telephone number of person to be advised in the event of serious illness or death:

(This person will accept responsibility of informing other relatives)

PART D – For Committee Use Only

Information checked by Tenancy Committee _____

Decision given _____

Comments _____

Present Living Conditions _____

Date _____

PART E – Rules Governing Residents in Units at Magnolia Lodge

1. Residents must be aged or disabled persons as defined in the Aged or Disabled Persons Homes Bill, 1974.
2. All applicants will be considered by the Council through its Magnolia Lodge Tenancy Committee. The Committee may appoint the applicant as a resident or place his or her name on a waiting list if no vacancy exists. The Committee reserves the right of discretion in selection and an applicant aggrieved at the decision of the Committee shall have no right to appeal. No correspondence will be entered into or reasons given for the action of the Committee in any particular case.
3. If in the opinion of the Council through its Tenancy Committee the continued residence of a resident is undesirable for reasons of health or otherwise, the residence may be terminated without explanation or compensation upon reasonable notice being given by the General Manager in writing to the resident either at the unit or at his or her last known place of address. Likewise, a resident, on giving reasonable notice to the General Manager, may terminate his or her residence at any time.
4. Whilst the Council reserves the right to demand that any resident shall leave the unit, it gives an assurance that there will be a minimum of interference with the privacy and independence of the residents. At the same time the Council shall have the right to inspect Units from time to time to see that all required standards are being maintained.
5. The Council shall have the right to have a resident medically examined at any time by a qualified medical practitioner.
6. Occupants of the units shall be licensees of the Council only, and in no circumstance shall the relationship of landlord and tenant exist. The Council shall have the right to charge residents a weekly service charge to cover maintenance charge and the supply of such services as water, and the like. The service charge will be equivalent to 20% of the single aged pension and as otherwise fixed for a married couple. These rates are subject to increase or decrease by the Lockhart Shire Council at any time following periodic review in conjunction with pension cost of living adjustments. This service charge shall be paid fortnightly to the Lockhart Shire Council at Green Street, Lockhart. Each occupant shall pay to the appropriate supply authority meter rent and electricity charges for the electricity supplied to his/her unit.
7. No person other than authorised residents shall reside in any unit on a permanent basis. This rule does not act to preclude casual visitors staying with residents on a temporary basis.
8. A resident shall immediately notify the General Manager of any defect in stove, refrigerator, washing machine, air conditioner, hot water service and or in electric, water or sewerage services, or of any defect in or damage to the unit being occupied. Any complaints of any nature are to be made to the General Manager.
9. A resident shall not allow any fat, tea leaves, or other solid matter down any sink drain or pipe within or on the premises nor shall a resident paint, drive nails or screws into or in any way deface the walls, ceiling, floors, wood, brick or iron work of the fittings and fixtures belonging to the units.
10. No musical instrument or wireless causing excessive noise shall be used between 11pm and 7am, nor shall any resident be a nuisance or annoyance to or interfere with the enjoyment of other residents.
11. No pets shall be kept on the premises.

PART E – Rules Governing Residents in Units at Magnolia Lodge (cont'd)

12. All rubbish shall be deposited in the garbage bins provided for that purpose.
13. Units shall be kept clean and tidy and maintained as required by the Council.
14. Washing shall not be displayed on the front of any unit but must be hung on the rotary lines provided.
15. Residents shall not bring into their units any furniture which the Committee shall not have approved.
16. The furniture and equipment which is supplied with each unit shall be listed on an inventory and the inventory shall be signed by each occupant on admission.
17. The Committee shall have the right to add to or amend these rules at any time. Residents to be advised in writing of any alteration to the rules.
18. Each occupant shall preserve all furniture and effects, clean and in good repair and condition, and replace with article of the same kind and value and equally good, any furniture and effects which may be missing or destroyed or seriously injured or damaged and would not remove any furniture or effects belonging to the premises there from and at the expiration of his or her occupancy deliver up all possession of all such furniture and effects in the same order and condition as they were at the commencement of his or her occupancy reasonable wear and tear and damage by fire, lightning, storm or tempest excepted. It is expressly acknowledged that the cost of restoring damage arising from misuse of electrical appliances or other furniture and effects shall be borne by the occupants.
19. Tenants/visitors motor vehicles shall not be driven or parked on or within the grounds of Magnolia Lodge, other than on the driveway and parking area provided.
20. The Retirement Villages Act 1999 does not apply to the residential premises the subject of this agreement.

The Privacy and Personal Information Protection Act 1998 (PPIA) provides for the protection of personal information and privacy of individuals generally.

The information collected on this form may be provided to other officers within Council to assist in assessing/determining your application.

Where provided for by legislation this information may also be passed on to other State and Commonwealth agencies and departments