

## **Residential Parks (Long-stay Tenants) Amendment Bill 2018**

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Western Australia

LEGISLATIVE ASSEMBLY

**Residential Parks (Long-stay Tenants)  
Amendment Bill 2018**

**A Bill for**

**An Act to amend the *Residential Parks (Long-stay Tenants) Act 2006*  
and the *Residential Tenancies Act 1987*.**

The Parliament of Western Australia enacts as follows:

**Part 1 — Preliminary**

**1. Short title**

This is the *Residential Parks (Long-stay Tenants) Amendment Act 2018*.

**2. Commencement**

This Act comes into operation as follows —

- (a) Part 1 — on the day on which this Act receives the Royal Assent;
- (b) the rest of the Act — on a day fixed by proclamation, and different days may be fixed for different provisions.

**Part 2 — *Residential Parks (Long-stay Tenants)*  
Act 2006 amended**

**3. Act amended**

This Part amends the *Residential Parks (Long-stay Tenants) Act 2006*.

**4. Section 3 replaced**

Delete section 3 and insert:

**3. Terms used**

In this Act, unless the contrary intention appears —

***abandoned goods*** means goods that may be treated as abandoned goods under section 48(1);

***ADI account*** means an account with an authorised deposit-taking institution as defined in the *Banking Act 1959* (Commonwealth) section 5;

***agreed premises***, in relation to a long-stay agreement, means —

- (a) the site that the long-stay tenant is entitled to use or occupy under a long-stay agreement; and
- (b) a structure on the site that the long-stay tenant is entitled to use or occupy under a long-stay agreement; and
- (c) a fixture, fitting or chattel provided under a long-stay agreement for the exclusive use of the long-stay tenant; and
- (d) in relation to an on-site home agreement — the on-site home;

***approved form*** means a form approved by the Commissioner and published on the Department's website;

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- 1                   **bond administrator** has the meaning given in the  
2                   *Residential Tenancies Act 1987* section 3;
- 3                   **buyer**, of a relocatable home, has the meaning given in  
4                   section 58(2)(a);
- 5                   **close associate**, in relation to a park operator, means —
- 6                   (a) if the park operator is an individual, any of the  
7                   following —
- 8                               (i) the spouse, de facto partner, parent,  
9                               child or sibling of the park operator;
- 10                              (ii) the parent, child or sibling of the spouse  
11                              or de facto partner of the park operator;
- 12                              (iii) a body corporate, if a person referred to  
13                              in subparagraph (i) or (ii) is a director or  
14                              secretary of the body corporate or a  
15                              person involved in the management of  
16                              the body corporate;
- 17                   or
- 18                   (b) if the park operator is a body corporate, any of  
19                   the following —
- 20                              (i) a director or secretary of the body  
21                              corporate or of a related body corporate  
22                              as defined in the *Corporations Act 2001*  
23                              (Commonwealth) section 9;
- 24                              (ii) a person involved in the management of  
25                              the body corporate or of a related body  
26                              corporate as defined in the *Corporations*  
27                              *Act 2001* (Commonwealth) section 9;
- 28                              (iii) the spouse, de facto partner, parent,  
29                              child or sibling of a person referred to in  
30                              subparagraph (i) or (ii);
- 31                              (iv) the parent, child or sibling of the spouse  
32                              or de facto partner of a person referred  
33                              to in subparagraph (i) or (ii);

(v) a related body corporate as defined in  
the *Corporations Act 2001*  
(Commonwealth) section 9;

**Commissioner** means the person designated as the  
Commissioner under section 84;

**default notice** means a notice under section 39(1)(b)  
or 40(1);

**Department** means the department of the Public  
Service principally assisting in the administration of  
this Act;

**enter into**, in relation to a long-stay agreement,  
includes make, renew, extend, assign or otherwise  
transfer the agreement;

**long-stay agreement** or **agreement** has the meaning  
given in section 5;

**long-stay site**, in relation to a residential park, means a  
site that the park operator is willing to rent to a person  
that is used or is intended to be used as the person's  
principal place of residence;

**long-stay tenant** or **tenant** means the grantee of a right  
of occupancy under a long-stay agreement;

**non-standard term** has the meaning given in  
section 10B(1);

**notice of termination** means a notice to terminate a  
long-stay agreement given in accordance with this Act;

**on-site home**, in relation to an on-site home agreement,  
means the relocatable home provided under the  
agreement by the park operator;

**on-site home agreement** means a long-stay agreement  
under which the long-stay tenant has the right to  
occupy a relocatable home provided by the park  
operator;

**park operator**, in relation to a residential park, means  
the grantor of a right of occupancy under a residential

**s. 4**

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- 1 park tenancy agreement, or the grantor's successor in  
2 title if the succession is subject to the interest of the  
3 long-stay tenant;
- 4 ***park premises***, in relation to a residential park —
- 5 (a) means all or any part of the land and structures  
6 within the boundaries of the park; and
- 7 (b) includes premises occupied exclusively by the  
8 park operator or an agent or employee of the  
9 park operator, vacant sites, vacant on-site  
10 homes, agreed premises and shared premises;
- 11 ***park rules*** has the meaning given in section 54A(1);
- 12 ***pet bond*** means an amount paid as a security bond as  
13 mentioned in section 21(2)(b);
- 14 ***prescribed*** means prescribed by the regulations;
- 15 ***real estate agent*** means a person who holds or is  
16 required to hold a licence under the *Real Estate and*  
17 *Business Agents Act 1978*;
- 18 ***reasonable grounds***, for suspecting that a long-stay  
19 tenant has abandoned the agreed premises, has the  
20 meaning given in section 5A;
- 21 ***relocatable home*** means a vehicle, building, tent or  
22 other structure that is fitted or designed for use as a  
23 residence (whether or not it includes bathroom or toilet  
24 facilities) and that is or can be parked, assembled or  
25 erected on a site in a residential park;
- 26 ***rent***, in relation to a long-stay agreement, means an  
27 amount paid or payable under the agreement by the  
28 long-stay tenant in respect of the tenancy period or a  
29 part of the tenancy period;
- 30 ***Rental Accommodation Account*** means the Rental  
31 Accommodation Account established under the  
32 *Residential Tenancies Act 1987* Schedule 1 clause 3;

***residential park*** —

(a) means a place, including a caravan park, where there are —

(i) sites on which relocatable homes may be parked, assembled or erected in accordance with a tenancy; and

(ii) shared premises for the use of long-stay tenants in accordance with a tenancy;

but

(b) does not include the following places —

(i) a place established as a retirement village under the *Retirement Villages Act 1992*;

(ii) a prescribed place or class of place;

***security bond*** means an amount payable by a long-stay tenant as security for the performance of the tenant's obligations under the long-stay agreement, including any amounts of pet bond;

***selling agency agreement*** has the meaning given in section 57(1)(a);

***selling agent*** means a person appointed as a selling agent in relation to the sale of a relocatable home under a selling agency agreement;

***shared premises***, in relation to a residential park, means —

(a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all tenants; and

(b) any fixtures, fittings or chattels in or on the common areas, structures or amenities;

**s. 4**

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- 1                    **site**, in relation to a residential park, means an area of  
2                    land in the park that is set aside for the use of a  
3                    relocatable home;
- 4                    **site-only agreement** means a long-stay agreement  
5                    under which the long-stay tenant has the right to  
6                    occupy a relocatable home provided by the long-stay  
7                    tenant on a site in the residential park;
- 8                    **successor in title** includes a person who acquires an  
9                    estate in land or has a mortgage in respect of the land;
- 10                  **tenancy** means a tenancy under a long-stay agreement;
- 11                  **tenancy period**, in relation to a long-stay agreement,  
12                  means the whole period during which the agreement is  
13                  in force, whether the agreement is for a fixed term or  
14                  creates a periodic tenancy;
- 15                  **tenant's document** means —
- 16                    (a) an official document; or
- 17                    (b) a photograph; or
- 18                    (c) correspondence; or
- 19                    (d) another document which it would be reasonable  
20                    to expect a person to keep;
- 21                  **voluntary sharing arrangement** means a term in a  
22                  long-stay agreement in which a long-stay tenant agrees  
23                  to pay —
- 24                    (a) rent on a deferred basis in accordance with the  
25                    agreement; or
- 26                    (b) one of the following to the park operator when  
27                    the relocatable home is sold —
- 28                            (i) a share of any increase in the sale price  
29                            of the relocatable home from the price  
30                            paid by the long-stay tenant for the  
31                            home;
- 32                            (ii) a share of the total sale price of the  
33                            relocatable home;



or

(c) an amount as an exit fee payable if the relocatable home is sold or removed from the site the subject of a long-stay agreement and is —

(i) fixed as an amount set out in the agreement; or

(ii) calculated by reference to a formula set out in the agreement;

**working day** means any day except a Saturday, Sunday or public holiday.

**5. Section 5 replaced**

Delete section 5 and insert:

## 5. Long-stay agreements

(1) In this Act, a ***long-stay agreement*** is an agreement made between a person and a park operator under which the park operator for valuable consideration grants to the person the right to occupy —

(a) a relocatable home provided by the park operator on a site in the residential park as the person's principal place of residence; or

(b) a relocatable home provided by the person on a site in the residential park as the person's principal place of residence.

(2) However, an agreement is not a long-stay agreement if it —

(a) confers on a person the right to occupy a site or other park premises in a residential park for a holiday; or

**s. 5**

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- 1 (b) confers on an employee or agent of a park  
2 operator the right to occupy a site or other park  
3 premises in a residential park during the term of  
4 the employment or agency; or
- 5 (c) confers on an itinerant worker the right to  
6 occupy a site or other park premises in a  
7 residential park, unless the parties agree that the  
8 agreement is a long-stay agreement; or
- 9 (d) is a prescribed agreement or class of agreement.
- 10 (3) In subsection (2)(c) an *itinerant worker* means a  
11 person who —
- 12 (a) is undertaking seasonal work; and
- 13 (b) will occupy a site or other park premises in a  
14 residential park only to carry out the seasonal  
15 work; and
- 16 (c) does not ordinarily occupy a site in the  
17 residential park.
- 18 Example for this definition:  
19 A person who stays at a residential park in order to engage  
20 in employment picking fruit for 3 months.
- 21 (4) If an agreement confers a right to occupy the same or  
22 similar site or other park premises for a period of  
23 3 months or longer, the agreement is taken, in the  
24 absence of proof to the contrary, not to have been  
25 entered into for the purpose of conferring a right to  
26 occupy the site or premises for a holiday.
- 27 (5) A reference in subsection (4) to an agreement includes  
28 a reference to an agreement that is part of a series of  
29 consecutive agreements between the same parties.

**5A. Reasonable grounds for suspecting abandonment of premises**

In this Act there are *reasonable grounds* for suspecting that a long-stay tenant has abandoned the agreed premises if —

- (a) the tenant has failed to pay rent in accordance with the long-stay agreement; and
- (b) one of the following applies —
  - (i) there is uncollected mail, newspapers or other material at the agreed premises;
  - (ii) another long-stay tenant of the residential park or another person has told the park operator that the tenant has abandoned the agreed premises;
  - (iii) there are no goods at the agreed premises;
  - (iv) services (including gas, electricity and telephone services) to the agreed premises have been disconnected.

**6. Section 6 amended**

In section 6(7) in the definition of *existing fixed term long-stay agreement* delete “long-stay agreement for a fixed term” and insert:

fixed term long-stay agreement

**7. Section 7 deleted**

Delete section 7.

**s. 8**

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1     **8.       Section 8 amended**

2         (1)   In section 8(1) delete “or other caravan park”.

3         (2)   Delete section 8(2).

4     **9.       Section 9 amended**

5             In section 9(1) delete “is void and of” (each occurrence) and  
6             insert:

7  
8             has  
9

10    **10.     Section 9A inserted**

11            At the end of Part 1 insert:  
12

13            **9A.     Modification of Act by regulations**

14               The regulations may prescribe that a provision of this  
15               Act does not apply to, or applies in a modified way  
16               to —

17               (a)   a long-stay agreement or class of long-stay  
18               agreement; or

19               (b)   a residential park or class of residential park.  
20

21    **11.     Part 2 heading amended**

22            In the heading to Part 2 delete “**agreement**” and insert:  
23

24               **agreements and conduct of long-stay tenants**  
25               **and park operators**  
26

1     **12.     Part 2 Division 1 heading replaced**

2             Delete the heading to Part 2 Division 1 and insert:

3

4                     **Division 1 — Form of long-stay agreements**

5

6     **13.     Section 10 replaced**

7             Delete section 10 and insert:

8

9             **10.     Requirements for long-stay agreements**

10            (1) A long-stay agreement must —

11                (a) be in writing; and

12                (b) include —

13                    (i) the standard terms included in the  
14                        long-stay agreement under Division 5;  
15                        and

16                    (ii) if the agreement is a site-only  
17                        agreement — the terms in the long-stay  
18                        agreement under section 55;

19                        and

20                (c) comply with other requirements for an  
21                    agreement under this Act, including  
22                    requirements about the content and form of the  
23                    agreement; and

24                (d) make provision for any prescribed information  
25                    or other matter.

**s. 13**

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- 1           (2) A park operator must not enter into a long-stay  
2           agreement that contravenes the requirements of this  
3           section.

4           Penalty for this subsection: a fine of \$5 000.

5           Note for this section:

6                     Under section 62, a long-stay tenant may apply to the State  
7                     Administrative Tribunal for particular orders in relation to a  
8                     long-stay agreement that does not comply with this section.

9           **10A. Prescribed standard-form agreement**

- 10           (1) A standard-form long-stay agreement (a *standard-form*  
11           *agreement*) may be prescribed.

- 12           (2) If a standard-form agreement is prescribed when a  
13           long-stay agreement is entered into —

- 14                     (a) the agreement must be in that form; and  
15                     (b) if a term of the standard-form agreement is not  
16                     included in the long-stay agreement — the  
17                     long-stay agreement is taken to include the term  
18                     of the standard-form agreement.

- 19           (3) A park operator must not enter into a long-stay  
20           agreement that is not in the form of any prescribed  
21           standard-form agreement.

22           Penalty for this subsection: a fine of \$5 000.

23           Note for this section:

24                     Under section 62, a long-stay tenant may apply to the State  
25                     Administrative Tribunal for particular orders in relation to a  
26                     long-stay agreement that is not in any standard form.

27           **10B. Particular terms in long-stay agreements**

- 28           (1) A long-stay agreement may include a term (a  
29           *non-standard term*) other than —

- 30                     (a) a standard term stated in the Act; or

- 1                   (b) if a standard-form agreement is prescribed  
2                   under section 10A(1) — a term of that  
3                   standard-form long-stay agreement.
- 4           (2) However, a non-standard term —
- 5                   (a) must not exclude, modify or restrict a standard  
6                   term or the operation of the Act or contravene a  
7                   provision of this Act; and
- 8                   (b) must not be a type of term prescribed for this  
9                   paragraph as a prohibited term; and
- 10                  (c) must not be inconsistent with a standard-form  
11                  long-stay agreement that is prescribed under  
12                  section 10A(1); and
- 13                  (d) must be set out and clearly labelled as a  
14                  non-standard term.
- 15           (3) A park operator must not enter into a long-stay  
16                  agreement that includes a non-standard term referred to  
17                  in subsection (2).
- 18                  Penalty for this subsection: a fine of \$5 000.
- 19           (4) The regulations may prescribe a term as a term that  
20                  must be included in a long-stay agreement.
- 21           (5) A park operator must not enter into a long-stay  
22                  agreement that does not include a term prescribed  
23                  under subsection (4).
- 24                  Penalty for this subsection: a fine of \$5 000.
- 25                  Note for this section:
- 26                          Under section 62, a long-stay tenant may apply to the State  
27                          Administrative Tribunal for particular orders in relation to a  
28                          long-stay agreement that does not comply with this section.  
29

**s. 14**

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1   **14.     Part 3 Division 1A heading inserted**

2           Before section 11 insert:

3

4                           **Division 1A — General matters**

5

6   **15.     Sections 11 to 13 replaced**

7           Delete sections 11 to 13 and insert:

8

9           **10C.   Long-stay agreement binds park operator's**  
10           **successors in title**

11                   Despite the *Transfer of Land Act 1893* section 68 but  
12                   subject to the provisions of this Act, a long-stay  
13                   agreement, and the right to occupy a site or other park  
14                   premises in a residential park created under that  
15                   agreement, binds the park operator's successors in title  
16                   as if the successors in title had entered into the  
17                   agreement.

18   **11.     Information for prospective long-stay tenants**

19           (1) In this section —

20                   *required documents* means all of the following  
21                   documents —

- 22                   (a) a copy of the proposed agreement;
- 23                   (b) a disclosure statement in the approved form (if  
24                   any);
- 25                   (c) a copy of the information booklet in the  
26                   approved form (if any);
- 27                   (d) a copy of any park rules that apply to the  
28                   residential park where the site the subject of the  
29                   long-stay agreement is located;
- 30                   (e) any other prescribed document.



- 1           (2) A park operator must give the required documents to a  
2           person before entering into a long-stay agreement with  
3           the person —
- 4               (a) for a site-only agreement — at least 5 working  
5               days before the agreement is signed; or
- 6               (b) otherwise — before the agreement is entered  
7               into.
- 8           Penalty for this subsection: a fine of \$5 000.
- 9           (3) However, subsection (2)(a) does not apply if the person  
10           who intends to enter into the site-only agreement —
- 11               (a) owns a relocatable home that is a vehicle for  
12               which a vehicle licence has been granted under  
13               the *Road Traffic (Vehicles) Act 2012*; and
- 14               (b) states in writing to the park operator that the  
15               person does not require the required documents  
16               to be given to the person at least 5 working  
17               days before the agreement is signed; and
- 18               (c) is given the required documents by the park  
19               operator before the person occupies the site or  
20               other park premises in the residential park.

21           **12. Restrictions on amounts park operators may charge**

- 22           (1) A park operator must not require or receive from a  
23           long-stay tenant, or prospective long-stay tenant, any  
24           payment in relation to the long-stay agreement  
25           (including an entry fee or a payment for renewing or  
26           extending the agreement) other than a payment for —
- 27               (a) rent; or
- 28               (b) a security bond; or
- 29               (c) an amount paid or payable as consideration for  
30               an option to enter into a long-stay agreement if,  
31               when the option is exercised, the amount is  
32               refunded or applied towards the rent payable  
33               under the agreement; or

**s. 15**

---

- 1 (d) an amount that the park operator is authorised  
2 to require or receive under this Act; or
- 3 (e) an amount for a fee if —
- 4 (i) the type of fee is prescribed as a fee that  
5 a park operator may charge a long-stay  
6 tenant under the long-stay agreement;  
7 and
- 8 (ii) the park operator may charge the tenant  
9 the fee under the long-stay agreement;  
10 and
- 11 (iii) the fee is for a service or facility — the  
12 amount is necessary to recover the  
13 reasonable costs of providing the tenant  
14 a service or facility for which the fee is  
15 charged or is a reasonable amount.

16 Penalty for this subsection: a fine of \$5 000.

- 17 (2) A payment accepted in contravention of this section is  
18 recoverable by the person who paid it —
- 19 (a) as a debt due in a court of competent  
20 jurisdiction; or
- 21 (b) by order of the State Administrative Tribunal  
22 under Part 5.

23 **13. Real estate agents prohibited from charging fees,**  
24 **charges or rewards for particular services**

- 25 (1) A real estate agent who provides services on behalf of  
26 a park operator in connection with letting agreed  
27 premises or entering into a long-stay agreement must  
28 not require or receive from a long-stay tenant, or  
29 prospective long-stay tenant, any fee, charge or reward  
30 for those services.

31 Penalty for this subsection: a fine of \$5 000.

- 1           (2) A real estate agent who provides services on behalf of  
2           a long-stay tenant in connection with sub-letting the  
3           agreed premises must not require or receive from a  
4           sub-tenant, or prospective sub-tenant, any fee, charge  
5           or reward for those services.

6           Penalty for this subsection: a fine of \$5 000.

- 7           (3) A fee, charge or reward received in contravention of  
8           this section is recoverable by the person who paid it as  
9           a debt due in a court of competent jurisdiction.

10       **13A.   Restriction on voluntary sharing arrangements**

- 11           (1) In this section —

12           *rent-only agreement* means a long-stay agreement  
13           that —

- 14           (a) does not include a voluntary sharing  
15           arrangement; and  
16           (b) charges rent that is not greater than the higher  
17           of —  
18               (i) the amount the long-stay tenant  
19               currently occupying the site is paying;  
20               or  
21               (ii) the rent payable by a long-stay tenant  
22               for a site of a similar size and location  
23               in the same residential park.

- 24           (2) A term of a long-stay agreement that includes a  
25           voluntary sharing arrangement has no effect unless —

- 26           (a) the long-stay agreement that contains the  
27           voluntary sharing arrangement is entered into in  
28           accordance with this section; and  
29           (b) the park operator gives, in the prescribed  
30           manner, to the person who intends to enter into  
31           the agreement a document that —  
32               (i) is in the approved form; and

**s. 15**

---

- 1 (ii) states how the voluntary sharing  
2 arrangement is to operate in relation to  
3 the person, including by providing  
4 examples of how the arrangement  
5 would apply to the person.
- 6 (3) The voluntary sharing arrangement may be —
- 7 (a) entered into only when the parties initially  
8 agree to a long-stay agreement; and
- 9 (b) varied during the life of a long-stay agreement  
10 only with the consent of the parties to the  
11 agreement.
- 12 (4) Subsection (5) —
- 13 (a) applies if a park operator intends to enter into a  
14 long-stay agreement that includes a voluntary  
15 sharing arrangement with —
- 16 (i) a person who is buying an on-site home  
17 from a person other than the park  
18 operator or a close associate of the park  
19 operator; or
- 20 (ii) a current or former long-stay tenant, and  
21 the agreement is 1 of 2 or more  
22 consecutive long-stay agreements  
23 between the same parties conferring a  
24 right to occupy the same or similar site  
25 or other park premises;
- 26 but
- 27 (b) does not apply if —
- 28 (i) all long-stay agreements entered into  
29 between the park operator and each  
30 long-stay tenant of the residential park  
31 include a voluntary sharing  
32 arrangement; and

1                                   (ii) the park operator does not offer to enter  
2                                   into rent-only agreements.

3                   (5) The park operator must give the person or long-stay  
4                   tenant an option to enter into a rent-only agreement as  
5                   well as a long-stay agreement that includes a voluntary  
6                   sharing arrangement.  
7

8   **16.     Section 14 amended**

9                   In section 14 delete “agreement, unless the agreement expressly  
10                  provides otherwise.” and insert:

11  
12                  agreement.  
13

14   **17.     Section 15 amended**

15           (1) In section 15(1):

16                   (a) in paragraph (a) delete “operator; and” and insert:

17  
18                                  operator;  
19

20                   (b) delete paragraph (b) and insert:

21  
22                                  (b) if the park operator or person with superior title  
23                                  is a body corporate —

24   (i) the full name and address of the  
25   secretary of the body corporate; or

26   (ii) if the body corporate does not have a  
27   secretary — the full name and address  
28   of a director of, or contact person for,  
29   the body corporate;  
30

**s. 18**

---

1       (2) Delete section 15(2)(b) and insert:

2

3                   (b) if the new park operator is a body corporate —

4                       (i) the full name and address of the  
5                           secretary of the body corporate; or

6                       (ii) if the body corporate does not have a  
7                           secretary — the full name and address  
8                           of a director of, or contact person for,  
9                           the body corporate.

10

11       (3) In section 15(3) after “days” insert:

12

13                   after the change

14

15                   Note: The heading to amended section 15 is to read:

16                       **Disclosure of park operator's particulars to long-stay tenant**

17       **18. Section 18 amended**

18       (1) In section 18(1):

19                   (a) in paragraph (a) before “at any” insert:

20

21                       if the park operator has complied with section 11(2) —

22

23                   (b) delete paragraph (b) and insert:

24

25                       (b) if the park operator has not complied with  
26                           section 11(2) within the time specified in that  
27                           subsection but has given the tenant the  
28                           documents required under that section — at any  
29                           time within 10 working days after the day on  
30                           which the documents required under that  
31                           section are given to the tenant; or

- 1                   (c) if the park operator has not complied with  
2                   section 11(2) — at any time.  
3

- 4           (2) In section 18(2) delete “A person” and insert:  
5

6                   However, a long-stay tenant  
7

8   **19. Section 20 replaced**

9                   Delete section 20 and insert:  
10

11   **20. Age-restricted residential parks**

- 12           (1) A long-stay agreement may include a term to the effect  
13           that children are not permitted to occupy a site in a  
14           residential park only if the site the subject of the  
15           agreement is within a park, or part of a park, in  
16           which —

- 17                   (a) both of the following apply —

- 18                           (i) it is intended that each site within the  
19                           park, or part of the park, will be solely  
20                           or principally occupied by a person of a  
21                           particular age;  
22                           (ii) each long-stay agreement entered into  
23                           between the park operator and a  
24                           long-stay tenant of the park, or part of  
25                           the park, includes a term to the effect  
26                           that children are not permitted to live on  
27                           the agreed premises;

28                           or

- 29                           (b) the residential park is operated under a licence  
30                           under the *Caravan Parks and Camping*  
31                           *Grounds Act 1995* and the licence permits the

**s. 19**

---

1 park operator to include such a term in the  
2 agreement.

3 (2) A park operator must not do any of the following on  
4 the grounds that it is intended that a child will live on  
5 the agreed premises unless the site the person is to use  
6 or occupy is within a park, or part of a park, to which  
7 subsection (1) applies —

8 (a) refuse to enter into a long-stay agreement with  
9 a person;

10 (b) advertise or otherwise indicate an intention to  
11 refuse to enter into a long-stay agreement with  
12 a person;

13 (c) instruct anyone else on the park operator's  
14 behalf —

15 (i) to refuse to enter into a long-stay  
16 agreement with a person; or

17 (ii) to advertise or otherwise indicate an  
18 intention to refuse to enter into a  
19 long-stay agreement with a person.

20 Penalty for this subsection: a fine of \$5 000.

21 **20A. Park operator's continuing disclosure obligations**  
22 **about material changes in relation to residential**  
23 **parks**

24 (1) In this section —

25 *material change*, in relation to a residential park,  
26 means an arrangement or restriction that might  
27 materially affect the occupation or use of a site or other  
28 park premises in a park by the park operator or  
29 long-stay tenant.

30 Examples of material changes:

31 1. A sale or redevelopment of the residential park.



1                                   2.     A change in a requirement of a licence a park operator is  
2   required to hold under a written law that impacts on the  
3   tenant's use of the park.

4                                   3.     A change in the use of land for which an approval of  
5   development is required under the *Planning and*  
6   *Development Act 2005*.

7                                   (2)   This section applies if, after a long-stay tenant has  
8   entered into a site-only agreement a park operator  
9   becomes aware of a material change in relation to the  
10    residential park where the site the subject of the  
11    long-stay agreement is located.

12                                  (3)   The park operator must give the long-stay tenant a  
13   written notice stating how the tenant's use or  
14   enjoyment will be affected as soon as reasonably  
15   practicable after the park operator becomes aware of  
16   the material change in relation to the park.

17    Penalty for this subsection: a fine of \$5 000.  
18

19   **20.       Section 21 amended**

20                   (1)   Before section 21(1) insert:  
21

22                   (1AA) In this section —  
23                                    *pet* does not include an assistance dog as defined in the  
24                                    *Dog Act 1976* section 8(1).  
25

26                   (2)   After section 21(1) insert:  
27

28                   (1A)   However, subsection (1) does not prevent a park  
29                                    operator from receiving a security bond in instalments.  
30

**s. 21**

---

1       (3) Delete section 21(2)(b) and (c) and insert:

2

3                   (b) if the long-stay tenant is permitted to keep a pet  
4                   capable of carrying parasites that can affect  
5                   humans at the agreed premises — a prescribed  
6                   amount to meet the cost of fumigating the  
7                   premises at the end of the tenancy, if necessary.  
8

9       **21. Sections 22 and 23 replaced**

10           Delete sections 22 and 23 and insert:

11

12       **22. Payment of bond to bond administrator**

13           (1) When a person receives a security bond, the person  
14           must, within 14 days after receiving the bond —

15                   (a) deposit an amount equal to the amount of the  
16                   bond with the bond administrator or an  
17                   authorised agent as defined in the *Residential*  
18                   *Tenancies Act 1987* Schedule 1 clause 1; and

19                   (b) give the bond administrator or an authorised  
20                   agent a record relating to the payment in the  
21                   form approved by the bond administrator and  
22                   available on the department's website.

23           Penalty for this subsection: a fine of \$20 000.

24           (2) A person must not make an entry in a record given to  
25           the bond administrator or an authorised agent under  
26           subsection (1)(b) that the person knows is false or  
27           misleading in a material particular.

28           Penalty for this subsection: a fine of \$20 000.

29

1     **22.     Section 24 amended**

2           (1)   Before section 24(1) insert:

3

4                   (1A)   A park operator must not increase a security bond  
5                           except under this section.

6

7           (2)   Delete section 24(2) and insert:

8

9                   (2)   The day specified in the notice on which the bond is  
10                       payable must be —

11                       (a)   at least 60 days after the day on which the  
12                           notice is given; and

13                       (b)   for on-site home agreements, at least 6 months  
14                           after —

15                           (i)   if the security bond has been  
16                               increased — the day of the last increase;  
17                               or

18                           (ii)   otherwise — the day the long-stay  
19                               agreement commenced;

20                       and

21                       (c)   for site-only agreements, at least 12 months  
22                           after —

23                           (i)   if the security bond has been  
24                               increased — the day of the last increase;  
25                               or

26                           (ii)   otherwise — the day the long-stay  
27                               agreement commenced.

28

**s. 23**

---

1       (3) In section 24(3)(b) delete “21(2)(c).” and insert:

2

3               21(2)(b).

4

5       (4) In section 24(5) delete “21(3), 22 and 23” and insert:

6

7               21(3) and 22

8

9       **23. Section 26 amended**

10               In section 26(1) delete “days.” and insert:

11

12               days after receiving the rent.

13

14       **24. Section 28 amended**

15               Delete section 28(1) and insert:

16

17               (1) Each time a park operator receives rent under a  
18                       long-stay agreement for agreed premises, the park  
19                       operator must keep a record of the rent received in  
20                       accordance with subsection (1A).

21                       Penalty for this subsection: a fine of \$5 000.

22               (1A) The record must state the following each time the rent  
23                       is received —

24                       (a) that the payment received is for rent;

25                       (b) the date the rent was received;

26                       (c) the name of the person paying the rent;

27                       (d) the amount paid;

- 1                   (e) the period in respect of which the rent is paid;  
2                   (f) the site in respect of which the rent is paid.  
3

4   **25. Section 29 amended**

5                   In section 29(1)(b) delete “is to” and insert:  
6

7                   must  
8

9   **26. Section 29A inserted**

10                  After section 29 insert:  
11

12               **29A. Reviewing and varying rent under long-stay**  
13               **agreement**

- 14               (1) A term of a long-stay agreement that provides for rent  
15               to be reviewed and varied has no effect if —  
16                   (a) the long-stay agreement provides for review of  
17                   the rent at —  
18                       (i) for a site-only agreement — intervals of  
19                       less than 12 months; or  
20                       (ii) for an on-site home agreement —  
21                       intervals of less than 6 months;  
22                   or  
23                   (b) the term does not, for each review to be carried  
24                   out during the tenancy period, state —  
25                       (i) the amount of rent; or  
26                       (ii) a single basis for calculating the amount  
27                       of rent;  
28                   or

**s. 27**

---

- 1 (c) current market rent is the basis for calculating  
2 the amount of rent; or  
3 (d) the term provides the rent may not be reduced if  
4 the rent calculated using the basis for  
5 calculating the rent stated in the agreement is  
6 less than the rent paid before the review date.
- 7 (2) Subsection (1)(a)(i) and (ii) do not prevent the term  
8 from specifying a day for carrying out the first review  
9 that is earlier than the intervals stated in those  
10 provisions after the beginning of the tenancy if —  
11 (a) it is the practice of the park operator to review  
12 the rent payable by long-stay tenants in  
13 accordance with a set review date schedule; and  
14 (b) the long-stay tenant was given written notice of  
15 the set review date schedule before the  
16 long-stay agreement was entered into.
- 17 (3) Subsection (1)(b) does not prevent the long-stay  
18 agreement from specifying different bases for  
19 calculating the amount of rent for different review  
20 dates.

21  
22 **27. Section 30 amended**

- 23 (1) In section 30(1):  
24 (a) delete “A park operator may increase the rent payable  
25 under an on-site home agreement” and insert:  
26  
27 If a long-stay agreement includes a term providing for  
28 reviewing and varying rent under section 29A, a park  
29 operator may vary the amount of rent payable under the  
30 agreement  
31

1                   (b) in paragraphs (a) and (b) delete “increased” and insert:

2

3                   varied

4

5           (2) In section 30(2):

6                   (a) delete “increased” (first occurrence) and insert:

7

8                   varied

9

10                  (b) delete paragraphs (b) to (d) and insert:

11

12                   (b) at least —

13                           (i) for a site-only agreement — 12 months  
14                               after the day on which the tenancy  
15                               period began; or

16                           (ii) for an on-site home agreement —  
17                               6 months after the day on which the  
18                               tenancy period began;

19                           and

20                   (c) if the rent has previously been varied, at  
21                       least —

22                           (i) for a site-only agreement — 12 months  
23                               after the day on which the rent was  
24                               previously varied; or

25                           (ii) for an on-site home agreement —  
26                               6 months after the day on which the rent  
27                               was previously varied.

28

29           (3) In section 30(3)(b) delete “made.” and insert:

30

31                   entered into.

32

**s. 28**

---

1       (4) In section 30(4):

2               (a) delete “increase of” and insert:

3

4                       varying

5

6               (b) delete “increased” and insert:

7

8                       varied

9

10       (5) Delete section 30(5).

11               Note: The heading to amended section 30 is to read:

12                       **Process for varying rent under long-stay agreement**

13       **28. Section 31 replaced**

14               Delete section 31 and insert:

15

16       **31. Increasing rent due to significant cost increases**

17       (1) This section applies if —

18               (a) the park operator wants to increase rent payable  
19                       by a long-stay tenant under a long-stay  
20                       agreement; and

21               (b) the increase in rent is intended to cover —

22                       (i) significant increased operational costs in  
23                               relation to the residential park in which  
24                               the tenant is occupying a site or other  
25                               park premises, including a significant  
26                               increase in rates, taxes or utilities; or

27                       (ii) significant unforeseen repair costs in  
28                               relation to the residential park in which  
29                               the tenant is occupying a site or other  
30                               park premises;

31                               and



- 1                   (c) the increase —
- 2                         (i) is not provided for in the long-stay
- 3                                 agreement; or
- 4                         (ii) is not consistent with a term in the
- 5                                 long-stay agreement.
- 6           (2) The park operator may increase the rent payable by
- 7                 giving the long-stay tenant a written notice in the
- 8                 approved form stating —
- 9                   (a) the amount of the increased rent; and
- 10                   (b) the reason the rent is being increased; and
- 11                   (c) the day from which the increased rent becomes
- 12                                 payable; and
- 13                   (d) that the tenant must give the park operator,
- 14                                 within 28 days after receiving a written notice
- 15                                 from the park operator, a written notice stating
- 16                                 whether the tenant agrees or does not agree to
- 17                                 the proposed increase; and
- 18                   (e) if the tenant does not give the park operator a
- 19                                 written notice stating the tenant agrees with the
- 20                                 increase in rent — the park operator may apply
- 21                                 to the State Administrative Tribunal to increase
- 22                                 the rent under section 63A.
- 23           (3) The day from which the increased rent becomes
- 24                 payable must be at least 60 days after the day on which
- 25                 the notice is given to the long-stay tenant under
- 26                 subsection (2).
- 27           (4) The park operator may increase the rent payable —
- 28                   (a) in accordance with the notice given under
- 29                                 subsection (2) only if the long-stay tenant gives
- 30                                 a written notice to the park operator stating that
- 31                                 the tenant agrees to the proposed increase; or
- 32                   (b) if the State Administrative Tribunal made an
- 33                                 order under section 63A(2)(a) or (c) — in

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- (1) A park operator must not enter into a long-stay agreement that provides that if the long-stay tenant breaches the agreement, this Act or another written law, the tenant is liable to pay —
  - (a) all or part of the rent remaining payable under the agreement; or
  - (b) rent of an increased amount; or
  - (c) an amount by way of penalty; or
  - (d) an amount by way of liquidated damages.

(2) A long-stay agreement has no effect to the extent that it includes a provision of the kind referred to in subsection (1).

- (1) This section applies if a long-stay agreement provides that if the long-stay tenant does not breach the agreement or a written law, the tenant is or may be granted —
  - (a) a reduction in rent; or
  - (b) a rebate, refund or other benefit.
- (2) The long-stay agreement is taken to have been varied from the commencement of the agreement so the long-stay tenant is granted the rent reduction, rebate, refund or other benefit from the commencement of the agreement.

**29. Part 2 Division 4 replaced**

Delete Part 2 Division 4 and insert:

**Division 4 — Relocating long-stay tenants to another site in residential park**

**32. Long-stay agreement may include term requiring long-stay tenant to relocate to comparable site**

A long-stay agreement may include a term that permits a park operator to require a long-stay tenant to relocate from the site the tenant is currently occupying to another site only if —

- (a) it is reasonably necessary in the circumstances to relocate the tenant from the tenant's current site to another site; and
  - (b) the other site —
    - (i) is another site in the same residential park as the tenant's current site; and
    - (ii) is reasonably comparable to the tenant's current site;
- and
- (c) the park operator pays the tenant compensation under section 32A.

**32A. Park operator to pay long-stay tenant compensation because of relocation**

- (1) A park operator must pay a long-stay tenant compensation for reasonable financial loss incurred as a result of being required to relocate from the site the tenant is currently occupying to another site, including —
  - (a) the costs incurred by the tenant to transport the tenant's possessions from the current site to the other site; and

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- 1 (b) other financial loss that the tenant has suffered  
2 because of the relocation; and
- 3 (c) other expenses paid by the tenant that are  
4 reasonably associated with moving to the other  
5 site; and
- 6 (d) for an on-site home agreement — the costs of  
7 disconnecting and reconnecting utilities and  
8 services to the site; and
- 9 (e) for a site-only agreement —
- 10 (i) the cost of removing the relocatable  
11 home from the agreed premises,  
12 including the costs incurred in  
13 disconnecting utilities and services to  
14 the home; and
- 15 (ii) the cost of moving the relocatable home  
16 from the current site to the other site;  
17 and
- 18 (iii) the cost of erecting the relocatable home  
19 on the other site, including the costs  
20 incurred in connecting utilities and  
21 services to the home; and
- 22 (iv) the cost of establishing the relocatable  
23 home at the other site, including any  
24 costs reasonably incurred in landscaping  
25 the site to a standard comparable to that  
26 of the previous site;
- 27 and
- 28 (f) any prescribed matter.
- 29 (2) The amount payable is the amount agreed between the  
30 long-stay tenant and the park operator or, if they cannot  
31 agree, the amount determined by the State  
32 Administrative Tribunal on an application under  
33 section 64B.

**Division 5 — Standard terms**

**Subdivision 1 — Occupation of premises**

**32B. Vacant possession**

It is a term of a long-stay agreement that vacant possession of the agreed premises must be given to the long-stay tenant on the day on which the tenant is entitled under the agreement to take up occupation of the agreed premises.

**32C. No legal impediment to lawful enjoyment**

(1) In this section —

*tenant's lawful enjoyment*, of the agreed premises, means the long-stay tenant's lawful occupation of the agreed premises as a residence or use of the agreed premises for the period of the long-stay agreement.

(2) It is a term of a long-stay agreement that, at the time of entering into the agreement —

- (a) the park operator is not aware of a legal impediment to the long-stay tenant's lawful enjoyment of the agreed premises for the period of the agreement; and
- (b) there is no legal impediment to the tenant's lawful enjoyment that the park operator ought reasonably to have known about.

**Subdivision 2 — Agreed and shared premises**

**32D. Quiet enjoyment**

(1) It is a term of a long-stay agreement that —

- (a) the long-stay tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person

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- 1 claiming by, through or under the park operator  
2 or having superior title to that of the park  
3 operator; and
- 4 (b) the park operator must not cause or permit any  
5 interference with the reasonable peace, comfort  
6 or privacy of the long-stay tenant in the use by  
7 the tenant of the agreed premises or the  
8 reasonable use by the tenant of the shared  
9 premises; and
- 10 (c) the park operator must take all reasonable steps  
11 to enforce the obligation of any other tenant of  
12 the park operator not to cause or permit any  
13 interference with the reasonable peace, comfort  
14 or privacy of the long-stay tenant in the use by  
15 the tenant of the agreed premises or the  
16 reasonable use by the tenant of the shared  
17 premises.
- 18 (2) A park operator must not cause or permit any  
19 interference with the reasonable peace, comfort or  
20 privacy of the long-stay tenant in the use by the tenant  
21 of the agreed premises or the reasonable use by the  
22 tenant of the shared premises.
- 23 Penalty for this subsection: a fine of \$10 000.
- 24 (3) The liability of a park operator in civil proceedings is  
25 not affected by the commencement of proceedings  
26 against, or the conviction of, a park operator for an  
27 offence under subsection (2).

28 **32E. Park operator's right of entry**

- 29 (1) In this section —  
30 *reasonable time* means —
- 31 (a) between 8 am and 6 pm on a weekday; or  
32 (b) between 9 am and 5 pm on a Saturday; or

- 1                   (c)   at another time agreed between the park  
2                   operator and each long-stay tenant.
- 3           (2)   It is a term of a long-stay agreement that the park  
4           operator may, in accordance with section 32F(1)  
5           and (2), enter the agreed premises and any other  
6           premises occupied by the long-stay tenant under the  
7           agreement, including any relocatable home or other  
8           structure provided by the tenant —
- 9                   (a)   if the tenant consents to the entry immediately  
10                  before, or at the time of, the entry; or
- 11                  (b)   in an emergency.
- 12           (3)   It is a term of a long-stay agreement that the park  
13           operator may enter the agreed premises in accordance  
14           with section 32F —
- 15                   (a)   to meet the park operator's obligations under  
16                   this Act or another written law, if the park  
17                   operator —
- 18                          (i)   enters at a reasonable time; and
- 19                          (ii)   gives at least 24 hours' written notice to  
20                          the long-stay tenant;
- 21                          or
- 22                   (b)   to inspect the premises or for any other  
23                   purpose, if the park operator —
- 24                          (i)   enters at a reasonable time; and
- 25                          (ii)   gives the long-stay tenant written notice  
26                          at least 7 and not more than 14 days  
27                          before the day the park operator intends  
28                          to enter the premises;
- 29                          or
- 30                   (c)   to carry out or inspect necessary repairs or  
31                   maintenance, if the park operator —
- 32                          (i)   enters at a reasonable time; and

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- 1 (ii) gives at least 72 hours' written notice to  
2 the long-stay tenant before the park  
3 operator intends to enter the premises;  
4 or  
5 (d) to show the agreed premises to prospective  
6 long-stay tenants, if the park operator —  
7 (i) enters at a reasonable time and on a  
8 reasonable number of occasions during  
9 the 21 days before the agreement ends;  
10 and  
11 (ii) gives the long-stay tenant reasonable  
12 written notice;  
13 or  
14 (e) to show the agreed premises to prospective  
15 purchasers of the agreed premises, if the park  
16 operator —  
17 (i) enters at a reasonable time and on a  
18 reasonable number of occasions; and  
19 (ii) gives the long-stay tenant reasonable  
20 written notice;  
21 or  
22 (f) if the long-stay agreement makes provision for  
23 the collection of the rent at the agreed  
24 premises — to collect the rent once a week, at a  
25 reasonable time; or  
26 (g) under section 44A.

27 **32F. Conditions of park operator's entry under s. 32E**

- 28 (1) It is a term of a long-stay agreement that the park  
29 operator exercising a right of entry under  
30 section 32E(2) or (3) —  
31 (a) must do so in a reasonable manner; and



- 1                   (b) must not, without the long-stay tenant's  
2                   consent, stay or permit others to stay on the  
3                   premises longer than is necessary to achieve the  
4                   purpose of the entry.
- 5           (2) It is a term of a long-stay agreement that the park  
6           operator must compensate the long-stay tenant if the  
7           park operator or any person accompanying the park  
8           operator causes damage to the tenant's property when  
9           exercising a right of entry under section 32E(2) or (3).
- 10          (3) It is a term of a long-stay agreement that if it would  
11          unduly inconvenience the long-stay tenant for the park  
12          operator to enter the agreed premises as specified in a  
13          notice given under section 32E(3), the park operator  
14          must make a reasonable attempt to negotiate a day and  
15          time for that entry that does not unduly inconvenience  
16          the tenant.
- 17          (4) It is a term of a long-stay agreement that the park  
18          operator may enter the premises under  
19          section 32E(3)(b) for the purpose of inspecting the  
20          premises not more than 4 times in any 12-month  
21          period.
- 22          (5) It is a term of a long-stay agreement that the written  
23          notice given to the long-stay tenant under  
24          section 32E(3) must —
- 25                  (a) be in the approved form; and  
26                  (b) specify —
- 27                          (i) the day of the entry; and  
28                          (ii) whether the entry will be before or after  
29                          12 pm on that day.
- 30          (6) It is a term of a long-stay agreement that if the park  
31          operator exercises a right of entry under  
32          section 32E(3)(d) or (e) the long-stay tenant is entitled  
33          to be on the premises during the entry.

**32G. Long-stay tenant's conduct on premises**

It is a term of a long-stay agreement that the long-stay tenant must not —

- (a) cause or permit a nuisance anywhere in the residential park; and
- (b) use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

**32H. Locks and security**

- (1) It is a term of an on-site home agreement that the park operator must provide and maintain such locks or other devices as are necessary to ensure that the on-site home is reasonably secure.
- (2) It is a term of a long-stay agreement that the long-stay tenant must not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.
- (3) It is a term of a long-stay agreement that the park operator must not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the long-stay tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
- (4) It is a term of a long-stay agreement that the park operator must not alter, remove or add any lock or similar device to the shared premises without first notifying the long-stay tenant and providing the tenant with a means of access to the shared premises.

- 1           (5) A long-stay tenant must not breach the term referred to  
2           in subsection (2) without reasonable excuse.  
3           Penalty for this subsection: a fine of \$20 000.
- 4           (6) A park operator must not breach the term referred to in  
5           subsection (3) or (4) without reasonable excuse.  
6           Penalty for this subsection: a fine of \$20 000.
- 7           (7) An agent of the park operator must not alter, remove or  
8           add a lock or device to the agreed premises or the  
9           shared premises without —  
10           (a) reasonable excuse; or  
11           (b) the consent of the following persons given  
12           when, or immediately before, the alteration,  
13           removal or addition is carried out —  
14               (i) if the lock or device is to the agreed  
15               premises — each long-stay tenant who  
16               occupies the agreed premises;  
17               (ii) if the lock or device is to the shared  
18               premises — each long-stay tenant who  
19               is able to use the shared premises.  
20           Penalty for this subsection: a fine of \$20 000.
- 21           (8) A civil proceeding is not affected by the  
22           commencement of proceedings against, or the  
23           conviction of, a person for an offence under  
24           subsection (5), (6) or (7).

25           **32I. Removing fixtures and altering premises**

- 26           (1) A long-stay agreement may provide that affixing a  
27           fixture or making a renovation, alteration or addition to  
28           the agreed premises —  
29               (a) is prohibited; or  
30               (b) is not prohibited if the long-stay tenant obtains  
31               the park operator's consent when, or

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- 1 immediately before, the tenant affixes the  
2 fixture or makes the renovation, alteration or  
3 addition.
- 4 (2) A site-only agreement may provide that affixing a  
5 fixture or making a renovation, alteration or addition to  
6 the exterior of the relocatable home on the site or to the  
7 exterior of any other structure —
- 8 (a) is or is not prohibited; or  
9 (b) is not prohibited if the long-stay tenant obtains  
10 the park operator's consent at the time when, or  
11 immediately before, the tenant affixes the  
12 fixture or makes the renovation, alteration or  
13 addition.
- 14 (3) If a long-stay agreement includes the provision  
15 described in subsection (1)(b) or (2)(b), it is a term of  
16 the agreement that —
- 17 (a) the park operator must not unreasonably  
18 withhold consent; and  
19 (b) at any time while the long-stay tenant's right to  
20 occupy the agreed premises continues, the  
21 tenant may remove any fixture that the tenant  
22 has, with the park operator's consent, affixed to  
23 the premises, unless the removal of the fixture  
24 would cause irreparable damage to the agreed  
25 premises; and  
26 (c) if the long-stay tenant's removal of a fixture  
27 causes damage to the agreed premises, the  
28 tenant must notify the park operator and, at the  
29 option of the park operator, repair the damage  
30 or compensate the park operator for any  
31 reasonable expenses incurred by the park  
32 operator in repairing the damage.

- 1           (4) It is a term of a long-stay agreement that —
- 2               (a) the park operator may affix any fixture or make
- 3               any renovation, alteration or addition to the
- 4               agreed premises, but only with the long-stay
- 5               tenant's consent given when, or immediately
- 6               before, the park operator affixes the fixture or
- 7               makes the renovation, alteration or addition;
- 8               and
- 9               (b) the long-stay tenant must not unreasonably
- 10              withhold such consent.

11                           **Subdivision 3 — Cleanliness, damage and repair**

12           **32J. Long-stay tenant's responsibility for cleanliness and**

13           **repair**

- 14           (1) It is a term of an on-site home agreement that the
- 15           long-stay tenant must keep the site and the relocatable
- 16           home on the site in a reasonable state of cleanliness.
- 17           (2) It is a term of a site-only agreement that the long-stay
- 18           tenant must —
- 19               (a) keep the site and the exterior of the relocatable
- 20               home on the site in a reasonable state of
- 21               cleanliness; and
- 22               (b) keep the relocatable home on the site in a
- 23               reasonable state of repair so it is fit to live in.

24           **32K. Long-stay tenant's responsibility for damage**

- 25           (1) It is a term of a long-stay agreement that the long-stay
- 26           tenant must not intentionally or negligently cause or
- 27           permit damage to the agreed premises or the shared
- 28           premises.
- 29           (2) It is a term of a long-stay agreement that the long-stay
- 30           tenant must notify the park operator, as soon as

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1 practicable but in any case within 3 days of the damage  
2 occurring, of any damage —

- 3 (a) to the site or to any fittings or fixtures on the  
4 site; and  
5 (b) to the exterior of the relocatable home on the  
6 site; and  
7 (c) for an on-site home agreement —  
8 (i) to the interior of the on-site home; and  
9 (ii) to any chattels, fittings or fixtures in or  
10 on the on-site home that are provided by  
11 the park operator for the use of the  
12 tenant.

13 **32L. Park operator's responsibility for cleanliness and**  
14 **repairs**

- 15 (1) It is a term of a long-stay agreement that the park  
16 operator must —  
17 (a) provide the agreed premises and shared  
18 premises in a reasonable state of cleanliness;  
19 and  
20 (b) maintain the shared premises in a reasonable  
21 state of cleanliness; and  
22 (c) provide and maintain the agreed premises and  
23 shared premises in a reasonable state of repair  
24 having regard to the age, character and  
25 prospective life of the premises; and  
26 (d) comply with any other written laws that apply  
27 in relation to the buildings in the residential  
28 park or the health and safety of park residents.

- 1           (2) If the park operator carries out work to comply with the  
2           park operator's obligations under subsection (1), the  
3           work must be carried out —
- 4               (a) as soon as reasonably practicable and in a  
5               manner that minimises disruption to the  
6               residents; and
- 7               (b) at an appropriate standard having regard to the  
8               age, character and prospective life of the agreed  
9               premises or shared premises; and
- 10              (c) if the work is carried out on agreed premises  
11              and the park operator must enter the agreed  
12              premises — in accordance with section 32E.

13           Note for this section:

14                       Under section 64, a long-stay tenant may apply to the State  
15                       Administrative Tribunal for particular orders in relation to  
16                       this section.

17           **32M. Urgent repairs**

- 18           (1) In this section —
- 19               *essential service* means a service prescribed as an  
20               essential service;
- 21               *suitable repairer*, in relation to urgent repairs, means a  
22               person who is suitably qualified, trained or, if  
23               necessary under a written law, licensed or otherwise  
24               authorised, to undertake the urgent repairs;
- 25               *urgent repairs*, in relation to agreed premises, means  
26               repairs to the premises that are necessary —
- 27               (a) for the supply or restoration of an essential  
28               service; or
- 29               (b) to avoid —
- 30                      (i) exposing a person to the risk of injury;  
31                      or  
32                      (ii) exposing property to damage; or

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- 1 (iii) causing the long-stay tenant undue  
2 hardship or inconvenience.
- 3 (2) It is a term of a long-stay agreement that if a need of  
4 urgent repairs arises otherwise than as a result of the  
5 breach of the agreement by the long-stay tenant —
- 6 (a) the tenant must notify the park operator of the  
7 need for those repairs as soon as practicable  
8 after the need arises; and
- 9 (b) the park operator must ensure that the repairs  
10 are carried out by a suitable repairer as soon as  
11 practicable after that notification.
- 12 (3) It is a term of a long-stay agreement that the long-stay  
13 tenant may arrange for the urgent repairs to be carried  
14 out by a suitable repairer to the minimum extent  
15 necessary to effect those repairs if —
- 16 (a) the tenant is unable to contact the park operator  
17 within —
- 18 (i) in relation to urgent repairs for the  
19 supply or restoration of an essential  
20 service — 24 hours; or
- 21 (ii) in relation to other urgent repairs —  
22 48 hours or any longer prescribed  
23 period;
- 24 or
- 25 (b) the tenant contacts the park operator about the  
26 need for the urgent repairs but the park operator  
27 fails to ensure that the repairs are carried out by  
28 a suitable repairer as soon as practicable after  
29 the notification.
- 30 (4) It is a term of a long-stay agreement that if the  
31 long-stay tenant arranges for the urgent repairs to be  
32 carried out under subsection (3), the park operator  
33 must, as soon as practicable after the repairs are carried



1 out, reimburse the tenant for the reasonable expense  
2 incurred in arranging for those repairs to be carried out.

3 **Subdivision 4 — Particular financial matters**

4 **32N. Levies, rates, taxes and charges to be paid by park**  
5 **operator**

6 It is a term of a long-stay agreement that the park  
7 operator must bear the cost of —

- 8 (a) if a contribution is levied in respect of the  
9 agreed premises and shared premises under the  
10 *Strata Titles Act 1985* — the contribution; and  
11 (b) all rates, taxes or charges imposed in respect of  
12 the agreed premises and shared premises  
13 under —  
14 (i) the *Land Tax Act 2002*; and  
15 (ii) the *Local Government Act 1995*; and  
16 (iii) the *Water Services Act 2012*, except a  
17 charge for the volume of water  
18 consumed.

19 **Subdivision 5 — Miscellaneous provisions**

20 **32O. Assigning rights and obligations under long-stay**  
21 **agreement or sub-letting agreed premises**

- 22 (1) A long-stay agreement may provide that the long-stay  
23 tenant —  
24 (a) may assign the tenant's rights and obligations  
25 under the agreement or sub-let the agreed  
26 premises; or  
27 (b) may assign the tenant's rights and obligations  
28 under the agreement or sub-let the agreed  
29 premises only with the written consent of the  
30 park operator; or

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- 1                   (c) must not assign the tenant's rights and  
2                   obligations under the agreement or sub-let the  
3                   agreed premises.
- 4           (2) If a long-stay agreement does not include a term  
5           mentioned in subsection (1), it is a term of the  
6           agreement that a long-stay tenant may assign the  
7           tenant's rights and obligations under the agreement or  
8           sub-let the agreed premises only with the written  
9           consent of the park operator.
- 10          (3) If a long-stay agreement includes a term mentioned in  
11          subsection (1)(b), or subsection (2) applies, it is a term  
12          of the agreement that —
- 13                  (a) the park operator must not unreasonably  
14                  withhold consent; and
- 15                  (b) the park operator must not make any charge for  
16                  giving the consent except for reasonable  
17                  incidental expenses.
- 18          (4) However, the operation of a provision of a long-stay  
19          agreement that purports to permit the assignment of the  
20          long-stay tenant's rights and obligations under the  
21          agreement is subject to the operation of any other  
22          written law that prohibits or regulates such an  
23          assignment.
- 24          **32P. Long-stay tenant's vicarious responsibility for**  
25          **breach of agreement**
- 26                  (1) It is a term of a long-stay agreement that the long-stay  
27                  tenant is vicariously responsible for any act or  
28                  omission of another person who is lawfully on the  
29                  agreed premises or shared premises, if the act or  
30                  omission would have constituted a breach of the  
31                  agreement if done or omitted by the tenant.
- 32                  (2) However, subsection (1) does not extend to a person  
33                  who is lawfully on the agreed premises or shared

1                   premises but whose authority does not derive from the  
2                   permission, express or implied, of the long-stay tenant.

3  
4     **30.       Sections 32Q and 32R inserted**

5                   At the beginning of Part 3 Division 1 insert:

6  
7                   **32Q.     Long-stay agreement may be terminated only under**  
8                   **Act**

9                   A long-stay agreement may be terminated only under a  
10                  provision of this Act.

11                  **32R.     Notice of intention before end of fixed term**  
12                  **long-stay agreement**

13                  (1) This section applies if —

- 14                   (a) a park operator entered into a fixed term  
15                   long-stay agreement with a long-stay tenant;  
16                   and  
17                   (b) the agreement does not provide the long-stay  
18                   tenant with an option to renew.

19                  (2) A park operator must give the long-stay tenant a  
20                  written notice stating —

- 21                   (a) whether or not the park operator intends to  
22                   renew or extend the fixed term long-stay  
23                   agreement or enter into a new long-stay  
24                   agreement with the tenant; and  
25                   (b) if the park operator intends to renew or extend  
26                   the fixed term long-stay agreement or enter into  
27                   a new long-stay agreement — the proposed  
28                   terms and conditions of the new agreement.

**s. 31**

---

- 1           (3) A park operator must give the long-stay tenant the  
2           written notice within the prescribed time frame.  
3

4   **31.     Section 33 amended**

- 5       (1) Before section 33(1) insert:  
6

- 7           (1A) In this section —  
8                 *period of notice*, in relation to the termination of a  
9                 long-stay agreement under a notice of termination,  
10                means the period beginning on the day on which the  
11                notice is given and ending on the specified day stated  
12                in the notice of termination.  
13

- 14       (2) In section 33(2):

- 15           (a) delete “long-stay agreement for a fixed term” and insert:

16  
17                         fixed term long-stay agreement  
18

- 19           (b) in paragraph (b) before “tenant” insert:

20  
21                         long-stay  
22

- 23       (3) In section 33(3):

- 24           (a) in paragraph (b) delete “operator” and insert:

25  
26                         operator, other than a mortgagee,  
27

- 28           (b) delete paragraphs (c) and (d) and insert:

- 29  
30                         (c) the agreement is terminated under section 44B;  
31                         or

- 1                   (d) for an on-site home agreement — each  
2                   long-stay tenant to the agreement dies; or  
3                   (da) for a site-only agreement —  
4                         (i) each long-stay tenant to the agreement  
5                         dies; and  
6                         (ii) if there is a relocatable home on the  
7                         site — the relocatable home is removed  
8                         or sold;  
9                         or  
10

11           (4) At the end of section 33(3) insert:  
12

13                   Note for this subsection:  
14                         For the purposes of paragraph (da), under section 64C the  
15                         State Administrative Tribunal may make an order if each  
16                         long-stay tenant to the agreement dies but the relocatable  
17                         home is not removed or sold because the park operator is  
18                         interfering with, or obstructing, the removal or sale of the  
19                         relocatable home.  
20

21   **32.       Section 35A inserted**

22                   After section 35 insert:  
23

24           **35A.     Fixed term long-stay agreement does not become**  
25           **periodic tenancy at end of term**

26                   Unless the park operator and long-stay tenant agree  
27                   otherwise, a fixed term long-stay agreement does not  
28                   become a periodic long-stay agreement at the end of  
29                   the fixed term tenancy under the agreement.  
30

**s. 33**

---

1     **33.     Section 36 amended**

2             In section 36 delete “long-stay agreement for a fixed term” and  
3             insert:

4  
5             fixed term long-stay agreement  
6

7     **34.     Section 37 amended**

8             In section 37(c) delete “the prescribed information (if any).” and  
9             insert:

10  
11            any prescribed information.  
12

13    **35.     Section 38 amended**

14            In section 38:

15            (a)   in paragraph (a) delete “writing; and” and insert:

16  
17                   writing in the approved form; and  
18

19            (b)   in paragraph (d) delete “the prescribed information (if  
20                   any).” and insert:

21  
22                   any prescribed information.  
23

24    **36.     Part 3 Division 2 heading amended**

25            In the heading to Part 3 Division 2 delete “**Notice**” and insert:

26  
27            **Grounds for notice**  
28

1     **37.     Section 39 amended**

2         (1)   Before section 39(1) insert:

3

4             (1A)   In this section —

5                     *default day* means the day on or before which the park  
6                     operator requires the amount of outstanding rent to be  
7                     paid.

8

9         (2)   In section 39(1)(b) delete “specified” and insert:

10

11             default

12

13         (3)   In section 39(2):

14             (a)   in paragraph (b) after “day” insert:

15

16                     (the *specified day*)

17

18             (b)   in paragraph (c) after “terminate the” insert:

19

20                     long-stay

21

22         (4)   In section 39(3):

23             (a)   delete paragraph (b) and insert:

24

25                     (b)   specify the default day; and

26

27             (b)   in paragraph (c) delete “specified” and insert:

28

29                     default

30

**s. 38**

---

- 1       (5) In section 39(4):  
2           (a) in paragraph (a) delete “day specified” and insert:  
3               default day  
4  
5           (b) in paragraph (b) delete “day specified” and insert:  
6               specified day  
7  
8           (c) in paragraph (b) delete “after the specified” and insert:  
9               after the default  
10  
11  
12  
13  
14       (6) In section 39(5)(a) and (6) delete “day specified” and insert:  
15  
16           specified day  
17  
18       **38. Section 40 amended**  
19       (1) In section 40(2):  
20           (a) in paragraph (b) after “day” insert:  
21               (the *default day*)  
22  
23           (b) in paragraph (c) delete “specified day, the park operator  
24               is entitled to terminate the” and insert:  
25               default day, the park operator is entitled to terminate the  
26               long-stay  
27  
28  
29



- 1       (2) In section 40(3) delete “day specified” and insert:  
2  
3           default day  
4
- 5       (3) In section 40(4):  
6           (a) delete “day specified” and insert:  
7  
8               default day  
9
- 10          (b) delete “long-stay tenant.” and insert:  
11  
12               tenant.  
13
- 14       (4) In section 40(5)(b) after “day” insert:  
15  
16           (the *specified day*)  
17
- 18       (5) In section 40(6) and (7) delete “day specified” and insert:  
19  
20           specified day  
21
- 22   **39.       Section 41 amended**
- 23       (1) In section 41(2)(b) after “day” insert:  
24  
25           (the *specified day*)  
26

**s. 40**

---

- 1       (2) Delete section 41(3) and (4) and insert:  
2
- 3       (3) The specified day —  
4           (a) for an on-site home agreement — must be at  
5               least 60 days after the day on which the notice  
6               is given; and  
7           (b) for a site-only agreement — must be at least  
8               180 days after the day on which the notice is  
9               given; and  
10          (c) for a fixed term tenancy —  
11               (i) if the long-stay tenant agrees in  
12               writing — may be a day earlier than the  
13               last day of the term of the tenancy; or  
14               (ii) if the long-stay tenant does not agree in  
15               writing — must not be a day earlier than  
16               the last day of the term of the tenancy;  
17               and  
18          (d) for a periodic tenancy — may be a day earlier  
19               than the last day of a period of the tenancy.  
20
- 21       (3) In section 41(5) after “terminating the” insert:  
22
- 23           long-stay  
24
- 25       **40. Sections 41A to 41D inserted**  
26           After section 41 insert:  
27
- 28           **41A. Termination because park to be used for different**  
29               **purpose**
- 30           (1) A park operator may give a notice of termination of a  
31               long-stay agreement to a long-stay tenant because the

- 1 residential park where the site the subject of the  
2 agreement is located will be —
- 3 (a) closed; or
- 4 (b) used for a purpose other than a residential park.
- 5 (2) However, if an approval of development under the  
6 *Planning and Development Act 2005* is required before  
7 the residential park may be used for a different  
8 purpose, the park operator may terminate the long-stay  
9 agreement only if an approval under that Act has been  
10 granted for the development.
- 11 (3) The park operator must give notice in writing to the  
12 Commissioner that the park operator intends to give a  
13 long-stay tenant a notice of termination at least 7 days  
14 before the park operator gives a tenant the notice of  
15 termination.
- 16 Penalty for this subsection: a fine of \$5 000.
- 17 (4) A failure to give the Commissioner the notice under  
18 subsection (3) does not affect the validity of the notice.
- 19 (5) The notice of termination must be in accordance with  
20 section 41D.

21 **41B. Termination because vacant possession is required**  
22 **for works**

- 23 (1) A park operator may give a notice of termination of a  
24 long-stay agreement to a long-stay tenant because the  
25 park operator is required to carry out works for which  
26 vacant possession of the site the subject of the  
27 agreement, or the part of the residential park where the  
28 site is located, is required in order to complete the  
29 works.
- 30 (2) However, the park operator may terminate the  
31 long-stay agreement under subsection (1) only if the  
32 park operator gives the long-stay tenant evidence that

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---

1 shows the basis upon which the works will be carried  
2 out.

3 Example of evidence:

4 A notice under a written law requiring work to be carried  
5 out.

6 (3) The notice of termination must be in accordance with  
7 section 41D.

8 **41C. Termination because long-stay site is intended to be**  
9 **used for other purpose**

10 (1) A park operator may give a notice of termination of a  
11 long-stay agreement to a long-stay tenant because the  
12 site the subject of the agreement is intended to be used  
13 for a different purpose than as a long-stay site.

14 (2) However, if an approval of development under the  
15 *Planning and Development Act 2005* is required before  
16 the site may be used for a different purpose, the park  
17 operator may terminate the long-stay agreement only if  
18 an approval under that Act has been granted for the  
19 development.

20 (3) The notice of termination must be in accordance with  
21 section 41D.

22 **41D. Requirements of notice of termination under s. 41A**  
23 **to 41C**

24 (1) A notice of termination given under sections 41A  
25 to 41C must —

26 (a) state the section under which the park operator  
27 intends to terminate the long-stay agreement;  
28 and

29 (b) specify the ground upon which the long-stay  
30 agreement is terminated; and

31 (c) specify the day on or before which the park  
32 operator requires the long-stay tenant to give

- 1                               vacant possession of the agreed premises to the  
2                               park operator; and  
3                               (d)   comply with section 38.
- 4               (2)   The day specified under subsection (1)(c) —  
5                               (a)   for a site-only agreement — must be at least  
6                               180 days after the day on which the notice is  
7                               given; and  
8                               (b)   for an on-site home agreement — must be at  
9                               least 60 days after the day on which the notice  
10                              is given; and  
11                             (c)   for a fixed term tenancy — must not be earlier  
12                             than the last day of a term of the tenancy.  
13

14   **41.       Section 42 amended**

- 15           (1)   In section 42(1) delete “the long-stay agreement” and insert:  
16  
17                   an on-site home agreement  
18
- 19           (2)   In section 42(2):  
20                   (a)   in paragraph (a) delete “long-stay” and insert:  
21  
22                               on-site home  
23  
24                   (b)   in paragraph (b) after “day” insert:  
25  
26                               (the *specified day*)  
27

**s. 42**

---

1       (3) Delete section 42(3) and (4) and insert:

2

3       (3) The specified day —

4               (a) must be at least 60 days after the day on which  
5               the notice is given; and

6               (b) for a fixed term tenancy — must not be a day  
7               earlier than the last day of the term of the  
8               tenancy; and

9               (c) for a periodic tenancy — may be a day earlier  
10              than the last day of a period of the tenancy.  
11

12              Note: The heading to amended section 42 is to read:

13                      **Termination of on-site home agreements by park operator without**  
14                      **grounds**

15   **42.       Section 44 amended**

16              In section 44(2)(a) delete “on which the” and insert:

17

18              (the *specified day*) on which the long-stay  
19

20   **43.       Part 3 Division 3A inserted**

21              After section 44 insert:

22

23                      **Division 3A — Agreed premises abandoned**

24              **44A.     Park operator’s right of entry in relation to**  
25              **abandonment**

26              (1) A park operator may enter agreed premises to inspect  
27              and secure the premises if —

28                      (a) the park operator has reasonable grounds to  
29                      suspect that a long-stay tenant has abandoned  
30                      the agreed premises; and

- 1                   (b) the park operator gives the long-stay tenant a  
2                   written notice under subsections (2) and (3);  
3                   and  
4                   (c) the long-stay tenant does not inform the park  
5                   operator within 24 hours after receiving the  
6                   notice that the tenant has not abandoned the  
7                   premises.
- 8           (2) The written notice must be in the approved form stating  
9           that —
- 10                   (a) the park operator suspects that the long-stay  
11                   tenant has abandoned the premises; and  
12                   (b) the long-stay tenant must inform the park  
13                   operator within 24 hours after receiving the  
14                   notice whether the tenant has abandoned the  
15                   premises; and  
16                   (c) if the long-stay tenant does not inform the park  
17                   operator that the tenant has not abandoned the  
18                   agreed premises, the park operator may enter  
19                   the agreed premises to inspect and secure the  
20                   premises; and  
21                   (d) the park operator may —
- 22                           (i) give the long-stay tenant a notice of  
23                           abandonment under section 44B if the  
24                           park operator suspects on reasonable  
25                           grounds that the tenant has abandoned  
26                           the agreed premises; or  
27                           (ii) apply to the State Administrative  
28                           Tribunal to terminate the agreement  
29                           under section 70B because the long-stay  
30                           tenant occupying the agreed premises  
31                           under the agreement has abandoned the  
32                           premises.

**s. 43**

---

- 1           (3) The park operator may give the written notice to the  
2           long-stay tenant —
- 3               (a) by leaving a copy of the notice at the agreed  
4               premises; and
- 5               (b) either —
- 6                   (i) by leaving a copy of the notice at the  
7                   tenant's last known place of  
8                   employment or business; or
- 9                   (ii) if the tenant and park operator agree —  
10                  by electronic means.
- 11       **44B. Termination if agreed premises abandoned**
- 12           (1) If a park operator suspects on reasonable grounds that a  
13           long-stay tenant has abandoned the agreed premises,  
14           the park operator may give a notice (***notice of***  
15           ***abandonment***) to the tenant terminating the agreement.
- 16           (2) The notice of abandonment must —
- 17               (a) be in writing and any approved form; and
- 18               (b) be signed by or for the park operator; and
- 19               (c) identify the premises; and
- 20               (d) state the park operator is terminating the  
21               agreement because the long-stay tenant has  
22               abandoned the premises; and
- 23               (e) state that if the long-stay tenant does not take  
24               action under section 70A to dispute the notice  
25               of abandonment within 7 days after being given  
26               the notice —
- 27                   (i) the tenant is taken to have abandoned  
28                   the premises; and
- 29                   (ii) the long-stay agreement is terminated.



- 1           (3) If the long-stay tenant does not take action under  
2           section 70A to dispute the notice of abandonment  
3           within 7 days after being given the notice —  
4                 (a) the tenant is taken to have abandoned the  
5                 premises; and  
6                 (b) the long-stay agreement is terminated.  
7

8   **44.     Section 45 amended**

9           In section 45(4)(b) delete “on which the agreement is to” and  
10          insert:  
11

12          (the *specified day*) on which the agreement will  
13

14   **45.     Section 46 amended**

15          In section 46(1):

- 16                 (a) delete “A long-stay tenant under a long-stay agreement  
17                 for a fixed term is entitled to compensation” and insert:

18  
19                 The park operator must pay compensation to a long-stay  
20                 tenant under a fixed term long-stay agreement  
21

- 22                 (b) delete paragraph (b).

- 23                 (c) in paragraph (d) delete “hardship to park operator).” and  
24                 insert:

25  
26                 hardship).  
27

28          Note: The heading to amended section 46 is to read:

29                 **When long-stay tenant is entitled to compensation as a result of**  
30                 **termination of agreement**

**s. 46**

---

1     **46.     Section 47 amended**

2         (1)   In section 47 delete “If” and insert:

3

4             (1)   If

5

6         (2)   At the end of section 47 insert:

7

8                     Note for this subsection:

9                             The State Administrative Tribunal may make an order  
10                            requiring the long-stay tenant to pay the park operator  
11                            compensation under section 70B(2)(b).

12         (2)   A park operator is also entitled to compensation if the  
13                 State Administrative Tribunal orders compensation be  
14                 paid to the park operator under section 73(2A).

15

16     **47.     Section 47A inserted**

17                 At the beginning of Part 3 Division 6 insert:

18

19         **47A.    Application of Division**

20                 This Division applies to goods, other than —

21                     (a)   a tenant’s document; or

22                     (b)   prescribed goods.

23

1     **48.     Section 48 amended**

2           (1)   Before section 48(1) insert:

3

4           (1A)   In this section —

5                     *storage period* means the period beginning on the day  
6                     on which the long-stay agreement is terminated and  
7                     ending 60 days after that day.

8

9           (2)   In section 48(3) delete “60 days.” and insert:

10

11                   the storage period.

12

13           (3)   At the end of section 48(3) insert:

14

15                   Penalty for this subsection: a fine of \$5 000.

16

17           (4)   Delete section 48(4) and insert:

18

19           (4)   The park operator must —

20                   (a)   give a notice in the approved form to the  
21                   long-stay tenant or former long-stay tenant  
22                   within 7 days after storing the abandoned  
23                   goods; or

24                   (b)   do both of the following —

25                           (i)   arrange for a notice in the approved  
26                           form or a summary of the notice to be  
27                           made publicly available in the  
28                           prescribed manner within 7 days after  
29                           storing the abandoned goods;

30                           (ii)   display the notice in a prominent  
31                           position at the residential park that was

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---

1 the subject of the long-stay agreement  
2 within 9 days after storing the  
3 abandoned goods.

4 Penalty for this subsection: a fine of \$5 000.  
5

6 (5) In section 48(6) delete “his or her opinion there are reasonable  
7 grounds for believing that subsection (1)” and insert:

8  
9 the Commissioner’s opinion there are reasonable grounds for  
10 believing that subsection (2)  
11

12 Note: The heading to amended section 48 is to read:

13 **Disposing of goods abandoned by long-stay tenant**

14 **49. Section 51 amended**

15 (1) At the beginning of section 51 insert:  
16

17 (1) The park operator is not liable for loss caused in  
18 respect of the removal, destruction or disposal of  
19 abandoned goods under section 48(2).

20 (2) Also, the park operator is not liable, in respect of the  
21 removal, destruction, storage, sale or disposal of  
22 abandoned goods to which section 48(2) does not  
23 apply, except —

24 (a) for intentional or negligent damage to the  
25 goods; or

26 (b) to a person who had an interest in the  
27 abandoned goods if the park operator —

28 (i) had actual knowledge the person had the  
29 interest in the goods; and

30 (ii) failed to take all reasonable steps to  
31 notify the person of the whereabouts of  
32 the goods; and

(iii) failed to afford the person an  
opportunity to reclaim the goods.

(2) In section 51:

(a) delete “If” and insert:

(3) If

(b) delete “he or she dealt with the goods” and insert:

the goods were dealt with

**50. Section 52 amended**

At the end of section 52 insert:

Note for this section:

Under section 76(1)(a) a park operator may apply to the  
State Administrative Tribunal for an order to be paid out of  
the Rental Accommodation Account if the proceeds of the  
sale of abandoned goods are insufficient to meet the costs  
of removing, storing and selling the goods.

**51. Part 3 Division 6A inserted**

After Part 3 Division 6 insert:

**Division 6A — Abandoned tenant’s documents**

**52A. Dealing with abandoned tenant’s documents**

(1) In this section —

*lawful owner*, of a tenant’s document, means a person  
who has a lawful right to the document;

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---

- 1                    *storage period* means the period beginning on the day  
2                    on which the long-stay agreement is terminated and  
3                    ending 60 days after that day.
- 4                    (2) This section applies if a tenant's document remains on  
5                    the agreed premises on the day after the day on which  
6                    the long-stay agreement was terminated.
- 7                    (3) A park operator must take reasonable care of a tenant's  
8                    document for at least the storage period.  
9                    Penalty for this subsection: a fine of \$5 000.
- 10                   (4) The park operator must, during the storage period, take  
11                   reasonable steps to notify the former long-stay tenant  
12                   or, if known to the park operator, the lawful owner —  
13                   (a) that the tenant's document was left at the  
14                   agreed premises; and  
15                   (b) how the lawful owner of the tenant's document  
16                   may collect the document.  
17                   Penalty for this subsection: a fine of \$5 000.
- 18                   (5) The park operator must give a tenant's document to the  
19                   lawful owner of the document if —  
20                   (a) the tenant's document has not been destroyed  
21                   or otherwise disposed of under this section; and  
22                   (b) the lawful owner of the document paid any  
23                   reasonable costs incurred by the park operator  
24                   in storing the tenant's document and notifying  
25                   the former long-stay tenant or the lawful owner  
26                   about the tenant's document.  
27                   Penalty for this subsection: a fine of \$5 000.

- 1           (6) If a tenant's document kept under this section has not  
2           been claimed by the lawful owner of the document  
3           within the storage period, the park operator may  
4           destroy or otherwise dispose of the tenant's document.

5           Note for this subsection:

6                     Under section 76(1)(b) a park operator may apply to the  
7                     State Administrative Tribunal for an order to be paid out of  
8                     the Rental Accommodation Account if the park operator  
9                     destroys or otherwise disposes of a tenant's document  
10                    under this subsection.

- 11          (7) Nothing in this section affects the operation of another  
12          written law or other law affecting the destruction or  
13          disposal of a document.  
14

15   **52.       Part 4 Division 1A inserted**

16           At the beginning of Part 4 insert:  
17

18                     **Division 1A — Park rules**

19   **54A.     Park operator may make park rules**

- 20          (1) A park operator may make rules (***park rules***) for  
21          long-stay tenants in a residential park about the use,  
22          enjoyment, control and management of the park.
- 23          (2) The park rules must —
- 24               (a) be made in accordance with this Division and  
25               regulations made under this Division; and
- 26               (b) not require, or have the effect of requiring, a  
27               long-stay tenant to undertake significant works,  
28               unless the works are required for health and  
29               safety; and
- 30               (c) be fair and reasonable; and
- 31               (d) be clearly expressed; and

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---

1 (e) operate in a prospective manner.

2 Note for this subsection:

3 Under section 63B(2)(d) a long-stay tenant may apply to the  
4 State Administrative Tribunal for an order if a park rule is  
5 inconsistent with this subsection.

6 **54B. Regulations may provide for matters in park rules**

7 (1) The regulations may prescribe —

8 (a) matters that must be included in the park rules;  
9 and

10 (b) matters or types of rules that must not be  
11 included in the park rules.

12 Note for this subsection:

13 Under section 63B(2)(d) a long-stay tenant may apply to the  
14 State Administrative Tribunal for an order if a park rule is  
15 inconsistent with regulations made under this subsection.

16 (2) A park operator must ensure that the park rules comply  
17 with any regulations prescribed under subsection (1).

18 Penalty for this subsection: a fine of \$5 000.

19 **54C. Making and altering park rules**

20 (1) In this section —

21 *alter* includes replace, substitute in whole or in part,  
22 add to, vary or delete.

23 (2) The regulations may prescribe the manner in which a  
24 park operator must make or alter the park rules.

25 (3) The park operator may make or alter park rules only in  
26 accordance with any regulations made under  
27 subsection (2).



**54D. Compliance, application and enforcement of park rules**

- (1) A long-stay tenant must —
- (a) comply with the park rules; and
  - (b) use reasonable endeavours to ensure that a person living with the long-stay tenant or invited by the tenant into the residential park complies with the park rules.
- (2) A park operator must —
- (a) comply with the park rules; and
  - (b) take all reasonable steps to ensure that all long-stay tenants comply with the park rules; and
  - (c) ensure that the park rules are applied and enforced reasonably, fairly and equitably.

**53. Section 55 amended**

In section 55(1) delete “premises, unless the agreement expressly provides that on site sales are prohibited.” and insert:

premises.

**54. Sections 56 to 58 replaced**

Delete sections 56 to 58 and insert:

**55A. Information to be given to purchaser of relocatable home on site**

- (1) In this section —
- seller*** means —
- (a) the long-stay tenant; or

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---

1 (b) if the long-stay tenant has a selling agent — the  
2 tenant's selling agent.

3 (2) A long-stay tenant must not sell a relocatable home on  
4 a site to a potential buyer unless the seller has given the  
5 potential buyer a purchase disclosure notice in the  
6 approved form before the potential buyer signs the sale  
7 contract.

8 Note for this subsection:

9 Under section 64A, a potential buyer may apply to the State  
10 Administrative Tribunal for particular orders if a purchase  
11 disclosure notice is not given to the buyer under this  
12 subsection.

13 **56. Park operator's obligations**

14 (1) A park operator must not interfere with, hinder or  
15 obstruct the sale of a relocatable home by a long-stay  
16 tenant, including by —

17 (a) unreasonably restricting potential buyers from  
18 inspecting the relocatable home and the shared  
19 premises; and

20 (b) making a false or misleading statement about  
21 the residential park that may affect the sale.

22 Penalty for this subsection: a fine of \$20 000.

23 (2) A park operator does not interfere with, hinder or  
24 obstruct the sale only because the park operator does  
25 not enter into a long-stay agreement with a potential  
26 purchaser of a relocatable home on reasonable grounds.

27 **57. Long-stay tenant may appoint selling agent**

28 (1) A long-stay tenant may appoint a park operator or  
29 another person as a selling agent in relation to the sale  
30 of a relocatable home only if —

31 (a) the person and the long-stay tenant enter into a  
32 written agreement (*selling agency agreement*)

- 1                               for the person to be the tenant's selling agent in  
2                               relation to the home; and
- 3                               (b) the selling agency agreement complies with any  
4                               prescribed requirements for selling agency  
5                               agreements.
- 6                               (2) A park operator must not require a long-stay tenant to  
7                               appoint a particular person as a selling agent, whether  
8                               as part of a long-stay agreement or otherwise.  
9                               Penalty for this subsection: a fine of \$5 000.
- 10                              (3) A term of a long-stay agreement stating that the  
11                              long-stay tenant must appoint a particular person as a  
12                              selling agent has no effect.
- 13                              (4) If a long-stay tenant appoints a selling agent other than  
14                              the park operator, the park operator must not  
15                              unreasonably hinder the selling agent's access to the  
16                              residential park.  
17                              Penalty for this subsection: a fine of \$20 000.

18                   **57A.   Selling agent's commission and incidental expenses**

- 19                   (1) In this section —  
20                   *incidental expenses* —
- 21                   (a) means reasonable expenses —
- 22                               (i) paid or payable by the selling agent to a  
23                               person who provides a service; and
- 24                               (ii) that were incurred by the selling agent  
25                               in the course of selling or negotiating  
26                               the sale of a relocatable home;
- 27                               and
- 28                   (b) includes prescribed expenses;
- 29                   *sale commission* means a commission, fee or other  
30                   amount, other than incidental expenses, for the sale or  
31                   negotiation of the sale of a relocatable home.

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- 1           (2) A person must not demand or receive a sale  
2           commission, an amount for incidental expenses or any  
3           other valuable consideration from a long-stay tenant in  
4           relation to the sale of a relocatable home unless —
- 5               (a) the person is appointed as a selling agent under  
6               a selling agency agreement; and
- 7               (b) the selling agency agreement complies with any  
8               requirements for the agreement prescribed  
9               under section 57(1)(b).
- 10           Penalty for this subsection: a fine of \$5 000.
- 11           (3) Also, a selling agent may be paid a sale commission or  
12           an amount for incidental expenses by the long-stay  
13           tenant in relation to the sale of a relocatable home only  
14           if —
- 15               (a) the selling agency agreement specifies that a  
16               sale commission or incidental expenses must be  
17               paid by the tenant; and
- 18               (b) if a sale commission must be paid under the  
19               agreement, the agreement —
- 20                   (i) specifies the amount of sale commission  
21                   or the method by which the sale  
22                   commission must be calculated; and
- 23                   (ii) sets out the nature of the services the  
24                   selling agent must perform in return for  
25                   the sale commission;
- 26           and
- 27               (c) if incidental expenses are to be paid under the  
28               agreement, the agreement sets out the nature of  
29               the services for which incidental expenses must  
30               be paid for by the tenant; and
- 31               (d) the selling agent gives an invoice or statement  
32               of claim to the tenant that sets out the amounts  
33               claimed and the details of the services  
34               performed.

- 1           (4) However, no sale commission is payable if —  
2               (a) the relocatable home is not sold; or  
3               (b) the relocatable home is sold but the actions of  
4                     the selling agent did not result in the sale; or  
5               (c) for a selling agent who is a park operator —  
6                     (i) there is a voluntary sharing arrangement  
7                         in the long-stay agreement; or  
8                     (ii) the relocatable home is sold but the sale  
9                         is made to the park operator or a close  
10                         associate of the park operator.
- 11           (5) A sale commission, an amount for incidental expenses  
12               or any other valuable consideration received in  
13               contravention of this section is recoverable by the  
14               long-stay tenant who paid it as a debt due in a court of  
15               competent jurisdiction.

16           **57B. Park operator not required to be licensed to act as**  
17               **selling agent**

18               When a park operator acts as a selling agent under a  
19               selling agency agreement, the park operator is not  
20               required to hold —

- 21               (a) a dealer's licence under the *Motor Vehicle*  
22                     *Dealers Act 1973*; or  
23               (b) a licence of an agent under the *Real Estate and*  
24                     *Business Agents Act 1978*.

25           **57C. Trust accounts for selling agents**

- 26           (1) If a selling agent receives money under the selling  
27               agency agreement (except commission payable to the  
28               selling agent), the selling agent must either —  
29               (a) if the selling agent is licensed under the *Motor*  
30                     *Vehicle Dealers Act 1973* or *Real Estate and*  
31                     *Business Agents Act 1978* — deposit the money

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1 in a trust account maintained under the *Motor*  
2 *Vehicle Dealers Act 1973* or the *Real Estate*  
3 *and Business Agents Act 1978*; or

- 4 (b) otherwise — deal with the money in  
5 accordance with subsections (2) and (3).

6 Penalty for this subsection: a fine of \$3 000.

- 7 (2) The selling agent must —

- 8 (a) deposit the money in a separate ADI account (a  
9 ***sale trust account***) opened in the name of the  
10 selling agent and the long-stay tenant and  
11 entitled “sale trust account”; and

- 12 (b) when the sale is completed, pay the proceeds at  
13 the direction of the long-stay tenant after  
14 deducting in accordance with the selling agency  
15 agreement any amounts owing to the selling  
16 agent by way of expenses or commission.

- 17 (3) The *Real Estate and Business Agents Act 1978*  
18 section 68(2) to (6) apply to the sale trust account as if  
19 a reference in those subsections to an agent and to a  
20 trust account were a reference to the selling agent and  
21 to the sale trust account respectively.

22 **57D. Park operator’s recovery of reasonable expenses for**  
23 **sale of relocatable home**

24 A park operator may recover reasonable expenses  
25 incurred because a long-stay tenant is selling a  
26 relocatable home, including the costs of considering  
27 whether a potential buyer of a relocatable home is a  
28 person suitable to be a long-stay tenant.

**58. Sale of relocatable home at agreed premises  
conditional on assignment of rights and obligations  
under, or entry into, long-stay agreement**

(1) In this section —

**relevant long-stay agreement** means an agreement  
between the seller and the relevant park operator;

**relevant park operator** means a park operator of the  
residential park where a relocatable home that is being  
sold under a sale contract is located.

(2) This section applies if —

- (a) a long-stay tenant (the **seller**) is to sell a  
relocatable home to a person (the **buyer**) under  
a contract (the **sale contract**); and
- (b) the buyer intends to use or occupy the home at  
the agreed premises; and
- (c) before the sale contract was entered into, the  
park operator had not entered into a long-stay  
agreement with the buyer; and
- (d) the seller has not assigned, under the sale  
contract or before the sale contract was entered  
into, the seller's rights and obligations under  
the relevant long-stay agreement to the buyer.

(3) It is a condition of the sale contract that —

- (a) the sale of the relocatable home is conditional  
on —
  - (i) the relevant park operator entering into  
a long-stay agreement with the buyer; or
  - (ii) the assignment of the seller's rights and  
obligations under the relevant long-stay  
agreement to the buyer;

and

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- 1 (b) if the agreement or assignment does not occur  
2 within the later of the following periods after  
3 the sale contract has been entered into, the sale  
4 contract has no effect —
- 5 (i) if an application is made to the State  
6 Administrative Tribunal under  
7 section 62A(2)(f) — when the  
8 application is finally decided or  
9 otherwise dealt with;
- 10 (ii) otherwise — 60 days or another period  
11 agreed by the long-stay tenant and the  
12 buyer.
- 13 (4) If the relevant long-stay agreement prohibits the  
14 assignment of the seller's rights and obligations under  
15 the relevant long-stay agreement, the relevant park  
16 operator must enter into a long-stay agreement with the  
17 buyer unless —
- 18 (a) the relevant park operator refuses to enter into  
19 the agreement on reasonable grounds; or
- 20 (b) the relevant park operator and the buyer cannot  
21 agree on the terms of a new agreement.
- 22 Note for this subsection:
- 23 Under section 32O(1)(c), a long-stay agreement may  
24 provide that the long-stay tenant must not assign the  
25 tenant's interest in the agreed premises.
- 26 (5) If the relevant long-stay agreement provides that the  
27 assignment of the seller's rights and obligations under  
28 the relevant long-stay agreement is not subject to the  
29 written consent of the relevant park operator, the  
30 relevant park operator must consent to the assignment  
31 of the seller's rights and obligations under the relevant  
32 long-stay agreement to the buyer.



1                   Note for this subsection:

2                   Under section 32O(1)(a), a long-stay agreement may  
3                   provide that the long-stay tenant may assign the tenant's  
4                   interest in the agreed premises.

- 5                   (6) If the relevant long-stay agreement provides that the  
6                   assignment of the seller's rights and obligations under  
7                   the relevant long-stay agreement is subject to the  
8                   written consent of the relevant park operator, the  
9                   relevant park operator must —

- 10                   (a) consent to the assignment to the buyer; or  
11                   (b) refuse to consent to the assignment to the buyer  
12                   on reasonable grounds.

13                   Note for this subsection:

14                   Under section 32O(1)(b), a long-stay agreement may  
15                   provide that the long-stay tenant may assign the tenant's  
16                   interest in the agreed premises only with the written consent  
17                   of the park operator.

19       **55.       Section 59 amended**

20                   Delete section 59(1) and insert:

- 21  
22                   (1) A park operator must convene and maintain a park  
23                   liaison committee for a residential park under  
24                   section 60 if —  
25                   (a) the park has 20 or more long-stay sites; and  
26                   (b) a majority of the long-stay tenants in the park  
27                   vote to ask the park operator to form a park  
28                   liaison committee.

29                   Penalty for this subsection: a fine of \$5 000.

- 30                   (1A) The regulations may prescribe the manner in which a  
31                   vote must be held under subsection (1)(b).  
32

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1     **56.     Section 60 amended**

2             Delete section 60(3) and insert:

3

4             (3)    The regulations may prescribe the manner in which the  
5                   members of a park liaison committee that represent  
6                   long-stay tenants must be chosen.

7             (4)    A park operator must not unduly interfere with how the  
8                   members of a park liaison committee are chosen by the  
9                   long-stay tenants.

10            Penalty for this subsection: a fine of \$5 000.

11

12    **57.     Section 61 amended**

13            In section 61(2):

14            (a)    in paragraph (a)(iv) delete “matter prescribed by the  
15                   regulations;” and insert:

16

17                   prescribed matter;

18

19            (b)    in paragraph (c) delete “function prescribed by the  
20                   regulations.” and insert:

21

22                   prescribed function.

23

24    **58.     Section 61A inserted**

25            At the end of Part 4 Division 2 insert:

26

27            **61A.    Other long-stay tenant committees**

28                   Nothing in this Act is taken to prevent long-stay  
29                   tenants at a residential park from forming social or

1                   other tenant committees that have different functions  
2                   than the park liaison committee.  
3

4   **59.       Sections 62 to 64 replaced**

5                   Delete sections 62 to 64 and insert:  
6

7                   **62.       Orders if form of long-stay agreement does not**  
8                   **comply with Pt. 2 Div. 1**

- 9                   (1) A long-stay tenant who is a party to a long-stay  
10                  agreement may apply to the State Administrative  
11                  Tribunal for relief if the agreement —  
12                  (a) contravenes the requirements of section 10(1);  
13                  or  
14                  (b) is not in the form of any standard-form  
15                  agreement prescribed under section 10A; or  
16                  (c) includes a non-standard term referred to in  
17                  section 10B(2); or  
18                  (d) does not include a term prescribed under  
19                  section 10B(4).  
20                  (2) The State Administrative Tribunal may make an  
21                  order —  
22                  (a) terminating the long-stay agreement; or  
23                  (b) determining the terms of the long-stay  
24                  agreement; or  
25                  (c) that a term has no effect; or  
26                  (d) requiring the park operator to prepare a  
27                  long-stay agreement that —  
28                          (i) complies with section 10(1); or  
29                          (ii) is in the form of the standard-form  
30                          agreement; or

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- 1 (iii) does not include a term referred to in  
2 section 10B(2); or  
3 (iv) includes a term prescribed under  
4 section 10B(4).

5 **62A. Breaches of agreement and other disputes**

- 6 (1) This section applies in relation to a party, or a former  
7 party, to any of the following —  
8 (a) an agreement for an option to enter into a  
9 long-stay agreement;  
10 (b) a long-stay agreement;  
11 (c) a selling agency agreement.
- 12 (2) The party or former party may apply to the State  
13 Administrative Tribunal for relief in any of the  
14 following circumstances —  
15 (a) a breach of the agreement has occurred;  
16 (b) a term of a long-stay agreement is harsh or  
17 unreasonable or inconsistent with the Act;  
18 (c) the park operator contravened section 11  
19 or 20A;  
20 (d) the agreement has been terminated;  
21 (e) any other dispute has arisen under or in  
22 connection with —  
23 (i) the agreement; or  
24 (ii) any payment to be made, or purported to  
25 be made, under or in connection with  
26 the agreement;  
27 (f) the park operator refuses to enter into a new  
28 long-stay agreement with, or consent to the  
29 assignment of the long-stay tenant's interest in  
30 the agreement to, the buyer under section 58(4),  
31 (5) or (6).

**62B.     Matters State Administrative Tribunal may consider**

- (1) In this section —
- Australian Consumer Law (WA)* has the meaning given in the *Fair Trading Act 2010* section 17.
- (2) In making a decision under a provision of this Act, the State Administrative Tribunal may consider whether the long-stay tenant or park operator —
- (a) made a false or misleading representation; or
  - (b) engaged in conduct that is misleading or deceptive or likely to mislead or deceive; or
  - (c) engaged in conduct that is unconscionable under the *Australian Consumer Law (WA)* section 20; or
  - (d) used physical force, undue harassment or coercion.

**62C.     Directions and orders**

- (1) On hearing an application under a provision of this Act, the State Administrative Tribunal may give such directions and make such orders as it considers appropriate.
- (2) Without limiting subsection (1), the State Administrative Tribunal may do any or all of the following —
- (a) restrain any action in breach of a long-stay agreement;
  - (b) require any action in performance of a long-stay agreement;
  - (c) order the payment of any amount payable under a long-stay agreement;

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- 1 (d) if a park operator failed to comply with  
2 section 11 or 20A —
- 3 (i) order the payment of compensation to a  
4 long-stay tenant or prospective  
5 long-stay tenant for loss; or
- 6 (ii) if the tribunal is satisfied that the  
7 long-stay tenant would not have entered  
8 into the contract had disclosure been  
9 made under section 11 — order that the  
10 contract is terminated and make such  
11 further orders as the tribunal considers  
12 appropriate;
- 13 (e) order the repayment to a party to a long-stay  
14 agreement of an amount paid by the party to the  
15 other party under a mistake of law or fact;
- 16 (f) determine the amount of rent payable under a  
17 long-stay agreement;
- 18 (g) order the payment of compensation for loss or  
19 injury (except personal injury) caused by a  
20 breach of the agreement or by breach of an  
21 order of the tribunal or a court;
- 22 (h) authorise the payment to the tribunal of an  
23 amount of rent payable under the agreement  
24 until the agreement has been complied with, or  
25 an application for compensation has been  
26 determined;
- 27 (i) order that rent paid to the tribunal must be paid  
28 out towards the cost of remedying a breach of  
29 the agreement, towards the amount of any  
30 compensation, or otherwise as the tribunal  
31 considers appropriate;
- 32 (j) if a term of a long-stay agreement is harsh,  
33 unreasonable or is inconsistent with the Act —  
34 declare that the term has no effect;

- 1                   (k) order the park operator to enter into a new  
2                   long-stay agreement with, or to consent to the  
3                   assignment of the long-stay tenant's interest in  
4                   the agreement to, the buyer under section 58(4),  
5                   (5) or (6);
- 6                   (l) make such other orders as the tribunal considers  
7                   appropriate.
- 8           (3) The powers of the State Administrative Tribunal to  
9           make orders and give directions is in addition to, and  
10          does not derogate from, the powers of the tribunal to  
11          give directions or make orders under another provision  
12          of this Act.
- 13          **62D. Orders in relation to park operator's**  
14          **representations**
- 15               (1) A long-stay tenant may apply to the State  
16               Administrative Tribunal for relief if —
- 17                   (a) the park operator made an oral or written  
18                   representation, whether before or after the  
19                   long-stay agreement was entered into, about a  
20                   facility or service to be provided to the tenant;  
21                   and
- 22                   (b) the facility or service has not been provided.
- 23               (2) If the State Administrative Tribunal is satisfied of the  
24               matters referred to in subsection (1), the tribunal may  
25               order —
- 26                   (a) the park operator to pay the long-stay tenant  
27                   compensation for loss caused by the failure to  
28                   provide the facility or service; or
- 29                   (b) if the tribunal is satisfied that a long-stay tenant  
30                   would not have entered into the long-stay  
31                   agreement if the facility or service the subject  
32                   of the representation made before the  
33                   agreement was entered into was not provided

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- 1 by the park operator — that the agreement is  
2 terminated; or  
3 (c) the park operator to take an action in  
4 performance of the representation; or  
5 (d) a reduction in rent because of the failure to  
6 provide the facility or service.

7 **63. Orders for reduction of rent**

- 8 (1) A long-stay tenant may apply to the State  
9 Administrative Tribunal for an order reducing the  
10 amount of rent payable for the agreed premises on the  
11 grounds that —  
12 (a) since the long-stay agreement was entered into,  
13 or was last renewed or extended, there has  
14 been, without any default on the part of the  
15 tenant, a significant reduction in —  
16 (i) the size or quality of the agreed  
17 premises; or  
18 (ii) the number or quality of the chattels  
19 provided with the agreed premises; or  
20 (iii) the extent or quality of the shared  
21 premises or the facilities provided as  
22 part of the shared premises;  
23 or  
24 (b) in determining the amount of rent payable for  
25 the agreed premises the park operator was  
26 wholly or partly motivated by a desire for the  
27 tenancy to be terminated.  
28 (2) An application may be made whether or not a long-stay  
29 tenant has paid or agreed to pay the amount of rent the  
30 subject of the application.



- 1           (3) The State Administrative Tribunal may order that the  
2           amount of rent payable for the agreed premises is  
3           reduced if satisfied that —
- 4               (a) the grounds of the application are made out;  
5               and  
6               (b) the amount is excessive in the circumstances.
- 7           (4) In deciding the application, the State Administrative  
8           Tribunal must have regard to anything the tribunal  
9           considers relevant, including —
- 10               (a) the amounts of rent generally payable for  
11               comparable premises in the locality or a similar  
12               locality; and
- 13               (b) the estimated capital value of the agreed  
14               premises at the date of the application; and
- 15               (c) the amount of the outgoings to be borne by the  
16               park operator in respect of the agreed premises;  
17               and
- 18               (d) the estimated cost of any services provided by  
19               the park operator or the long-stay tenant under  
20               the long-stay agreement; and
- 21               (e) the value and nature of any chattels provided  
22               for the use of the long-stay tenant with the  
23               agreed premises or as part of the shared  
24               premises; and
- 25               (f) the standard and nature of the facilities and  
26               amenities that are available for the use of the  
27               long-stay tenant as part of the shared premises;  
28               and
- 29               (g) in the case of an on-site home agreement — the  
30               standard of accommodation and amenities  
31               provided in the agreed premises and the state of  
32               repair and general condition of the agreed  
33               premises.

- 1           (5) When the State Administrative Tribunal makes the  
2           order, it must specify —
- 3               (a) the maximum amount of rent payable by the  
4               long-stay tenant for the agreed premises; and
- 5               (b) the day on and after which the reduced amount  
6               is payable, being a day not earlier than the day  
7               on which the long-stay tenant applied for the  
8               reduction in rent; and
- 9               (c) the minimum period for which the reduced  
10              amount is payable.
- 11       **63A. Determination of proposed rental increase under**  
12       **s. 31**
- 13           (1) A park operator may apply to the State Administrative  
14           Tribunal for an order to increase the amount of rent  
15           payable as a result of significant cost increases under  
16           section 31 if —
- 17               (a) the park operator gives a written notice to the  
18               long-stay tenant under section 31(2); and
- 19               (b) either —
- 20                   (i) the long-stay tenant does not give the  
21                   park operator a written notice within  
22                   28 days after receiving the notice from  
23                   the park operator; or
- 24                   (ii) the long-stay tenant does not agree by  
25                   written notice to the proposed increase  
26                   within 28 days after receiving the notice  
27                   from the park operator.
- 28           (2) In deciding the application, the State Administrative  
29           Tribunal may make —
- 30               (a) an order reducing the amount of the proposed  
31               increase by a stated amount; or
- 32               (b) an order setting aside the proposed increase; or

- 1                   (c) an order confirming the proposed increase, on  
2                   any conditions stated in the notice; or
- 3                   (d) another order that the tribunal considers  
4                   appropriate.
- 5           (3) In deciding the application, the State Administrative  
6           Tribunal must have regard to anything the tribunal  
7           considers relevant, including —
- 8                   (a) the amount of the increase when compared to  
9                   the rent currently payable under the agreement;  
10                  and
- 11                  (b) the frequency, and amount, of previous rental  
12                  increases; and
- 13                  (c) any increase in the all groups consumer price  
14                  index for Perth published by the Australian  
15                  Bureau of Statistics; and
- 16                  (d) the standard and nature of the facilities and  
17                  services that are available for the use of the  
18                  long-stay tenant as part of the shared premises;  
19                  and
- 20                  (e) any withdrawal of facilities and services that  
21                  were available for the use of the long-stay  
22                  tenant as part of the shared premises; and
- 23                  (f) any addition to the standard and nature of the  
24                  facilities and services that are available for the  
25                  use of the long-stay tenant as part of the shared  
26                  premises; and
- 27                  (g) the significant cost increases or unforeseen  
28                  repair costs that necessitate the proposed  
29                  increase; and
- 30                  (h) whether the increase is fair and equitable in all  
31                  the circumstances.

**63B. Disputes about park rules**

- (1) A long-stay tenant may apply to the State Administrative Tribunal for relief in relation to park rules.
- (2) Without limiting subsection (1), the long-stay tenant may make an application for any of the following reasons —
  - (a) a park rule is unreasonable;
  - (b) a park rule is not applied or enforced in a reasonable, fair or equitable way;
  - (c) the manner a park rule is applied or enforced affects the tenant in a harsh or unreasonable way;
  - (d) a park rule is inconsistent with section 54A(2) or any regulations made under section 54B(1).
- (3) A park operator may also apply to the State Administrative Tribunal for relief in relation to park rules.
- (4) In deciding whether a park rule is applied or enforced in a way that is contrary to subsection (2)(b) or (c), the State Administrative Tribunal may consider —
  - (a) the nature of the breach of the park rule; and
  - (b) what timeframes were imposed as a result of the breach; and
  - (c) any previous breaches.
- (5) The State Administrative Tribunal may, if the tribunal considers it is appropriate —
  - (a) order that a person comply with the park rules; or
  - (b) revoke or alter a park rule, or give directions modifying the operation of a park rule in relation to a long-stay tenant; or

- 1                   (c) make another order the tribunal considers  
2                   appropriate.

3           **63C. Recognising persons as long-stay tenants**

- 4           (1) This section applies if —
- 5                   (a) a person (**resident**) is not a long-stay tenant but  
6                   is residing in agreed premises the subject of a  
7                   long-stay agreement; and
- 8                   (b) the resident asks the park operator who is a  
9                   party to the long-stay agreement to vary the  
10                  agreement to add the resident as a long-stay  
11                  tenant; and
- 12                  (c) the park operator refuses to vary the long-stay  
13                  agreement.
- 14           (2) The resident may apply to the State Administrative  
15           Tribunal to be recognised as a long-stay tenant in  
16           respect of the agreed premises.
- 17           (3) The application may be made —
- 18                   (a) during another application or a proceeding  
19                   before the tribunal; or
- 20                   (b) when no application or proceeding is before the  
21                   tribunal.
- 22           (4) The State Administrative Tribunal may, if the tribunal  
23           considers it is appropriate —
- 24                   (a) order —
- 25                           (i) that the long-stay agreement is varied so  
26                           that the resident is a long-stay tenant  
27                           who is a party to the agreement, and is  
28                           taken for any written law or the  
29                           agreement to be a tenant under the  
30                           agreement; and
- 31                           (ii) that the long-stay agreement be  
32                           continued on the terms and conditions

or

**64A. Orders if potential buyer not given purchase disclosure notice**

- (1) If a potential buyer is not given a purchase disclosure notice under section 55A, the potential buyer may apply to the State Administrative Tribunal for —
  - (a) an order for compensation; or
  - (b) an order for rescission of the sale contract between the potential buyer and the long-stay tenant; or
  - (c) another order the tribunal considers is appropriate.
- (2) In deciding the application, the State Administrative Tribunal must have regard to —
  - (a) whether the potential buyer has been disadvantaged because the buyer was not given the purchase disclosure notice; and
  - (b) another matter the tribunal considers relevant.

**64B. Determination of compensation payable to long-stay tenant because of relocation under s. 32A**

- (1) A party to a long-stay agreement may apply to the State Administrative Tribunal for a determination of the amount of compensation to which the long-stay tenant is entitled under section 32A when the tenant is required to relocate from the tenant's current site to another site.
- (2) When determining the amount of compensation to be paid to the long-stay tenant because of the relocation, the State Administrative Tribunal must have regard to the losses arising from the matters mentioned in section 32A(1).

**64C. Orders in relation to site-only agreement if long-stay tenants die and removal or sale of relocatable home is obstructed**

- (1) This section applies if —
- (a) every long-stay tenant to a site-only agreement dies; and
  - (b) there is a relocatable home on the site that has not yet been removed or sold; and
  - (c) the park operator is interfering with, or obstructing, an executor or personal representative of a deceased long-stay tenant, or the tenant's beneficiary, in removing or selling the relocatable home.
- (2) The executor or personal representative of a deceased long-stay tenant, or the tenant's beneficiary, may apply to the State Administrative Tribunal for an order in relation to the site-only agreement.
- (3) If the State Administrative Tribunal is satisfied of the matters in subsection (1), the tribunal may make —
- (a) an order terminating the site-only agreement; or
  - (b) an order reducing the rent paid under the site-only agreement; or
  - (c) an order suspending or deferring the obligation to pay rent under the site-only agreement until the relocatable home is removed or sold; or
  - (d) an order terminating the obligation to pay rent under the site-only agreement; or
  - (e) another order the tribunal considers appropriate.



**60. Section 65 amended**

(1) In section 65(2):

(a) delete “may” and insert:

must

(b) before paragraph (a) insert:

(aa) the cost incurred by the long-stay tenant in travelling, and transporting the tenant’s possessions that are kept at the residential park, for the distance from the residential park to other premises designated by the tenant, or for 600 km, whichever is shorter;

(c) in paragraph (b) delete “carrying” and insert:

transporting

(d) after paragraph (d) insert:

(da) any other financial loss incurred as a result of the termination of the agreement;

(2) In section 65(3):

(a) in paragraph (a) delete “his or her” and insert:

the tenant’s

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---

1 (b) after paragraph (a) insert:

2

3 (aa) the costs of disconnecting and reconnecting  
4 utilities to the site;

5

6 (c) in paragraph (b) after “other” insert:

7

8 financial

9

10 Note: The heading to amended section 65 is to read:

11 **Determination of compensation payable to long-stay tenant for**  
12 **termination under s. 46**

13 **61. Section 67 amended**

14 (1) In section 67(1)(a) delete “long-stay agreement for a fixed term”  
15 and insert:

16

17 fixed term long-stay agreement

18

19 (2) In section 67(2)(a) after “terminating the” insert:

20

21 long-stay

22

23 (3) After section 67(6) insert:

24

25 (7) Also, the State Administrative Tribunal may suspend  
26 the operation of the order for a further period decided  
27 by the tribunal if the park operator did not give the  
28 long-stay tenant a written notice under section 32R(2)  
29 that the park operator did not intend to enter into a new  
30 long-stay agreement with the tenant.

31

1     **62.     Section 68 amended**

2           (1)   In section 68(1)(b) delete “specified day.” and insert:

3

4                   day specified in the notice of termination.

5

6           (2)   In section 68(2)(a) after “terminating the” insert:

7

8                   long-stay

9

10          (3)   In section 68(3) delete “specified day.” and insert:

11

12                   day specified in the notice of termination.

13

14          (4)   In section 68(5)(a) delete “agreement, or taken steps to secure or  
15                   enforce his or her” and insert:

16

17                   long-stay agreement, or taken steps to secure or enforce the  
18                   tenant’s

19

20          (5)   In section 68(7) delete “him or her, complained to a public  
21                   authority about the park operator’s conduct in relation to the  
22                   agreement, or taken steps to secure or enforce his or her” and  
23                   insert:

24

25                   the tenant, complained to a public authority about the park  
26                   operator’s conduct in relation to the long-stay agreement, or  
27                   taken steps to secure or enforce the tenant’s

28

**s. 63**

---

1       (6) In section 68(9) delete “specified day” and insert:

2

3               day specified in the order

4

5       (7) In section 68(10) delete “*Limitation Act 1935*” and insert:

6

7               *Limitation Act 2005*

8

9       **63.       Section 69 amended**

10       (1) In section 69(1) before “tenant’s” insert:

11

12               long-stay

13

14       (2) In section 69(3) and (4) before “tenant” insert:

15

16               long-stay

17

18       **64.       Section 70 amended**

19               Before section 70(1)(a) insert:

20

21                       (aa) that the person has a right to possession of the  
22                               agreed premises under this Act or another  
23                               written law; and

24

25               Note: The heading to amended section 70 is to read:

26                       **Long-stay tenant’s protection against holder of superior title**

**65. Part 5 Division 2A inserted**

After Part 5 Division 2 insert:

**Division 2A — Orders relating to abandoned premises**

**70A. Disputing s. 44B notice**

(1) A long-stay tenant who has received a notice of abandonment under section 44B may apply to the State Administrative Tribunal for an order —

- (a) setting aside the notice; or
- (b) for compensation.

(2) The application must be made within 28 days after the notice of abandonment is given.

(3) The State Administrative Tribunal may make 1 or more of the following orders —

- (a) if an application under subsection (1) was made within 7 days after the notice of abandonment was given — an order setting aside the notice;
- (b) if paragraph (a) does not apply — an order terminating the agreement;
- (c) an order requiring the park operator to pay compensation to the long-stay tenant for loss or expense incurred by the tenant because of the termination of the agreement;
- (d) another order the tribunal considers appropriate.

**70B. Orders to terminate agreement because agreed premises abandoned**

(1) A park operator may apply to the State Administrative Tribunal for an order terminating a long-stay agreement because the long-stay tenant occupying the

**s. 66**

---

- 1                   agreed premises under the agreement has abandoned  
2                   the premises.
- 3           (2)   If there are reasonable grounds for believing that the  
4                   long-stay tenant has abandoned the agreed premises,  
5                   the State Administrative Tribunal —
- 6                   (a)   must —
- 7                           (i)   make a declaration that the tenant has  
8                                   abandoned the premises and specifying  
9                                   the day on which the premises were  
10                                  abandoned; and
- 11                           (ii)   make an order terminating the  
12                                   agreement on the day the tribunal  
13                                   specifies is the day the premises were  
14                                  abandoned;
- 15                           or
- 16                   (b)   may make an order specifying the amount of  
17                           compensation to which the park operator is  
18                           entitled under section 47(1).  
19

20   **66.       Section 71A inserted**

21                   After section 71 insert:  
22

23           **71A.       Orders to terminate agreement for repeated**  
24                   **interference with quiet enjoyment**

- 25                   (1)   A park operator may apply to the State Administrative  
26                           Tribunal to terminate a long-stay agreement because  
27                           the long-stay tenant, or the tenant's guest, repeatedly  
28                           interferes, or has repeatedly interfered, with another  
29                           tenant's quiet enjoyment of the residential park.

- 1           (2) The State Administrative Tribunal may make an order  
2           terminating the long-stay agreement if the tribunal is  
3           satisfied of all of the following —
- 4               (a) the long-stay tenant, or the tenant's guest,  
5               repeatedly interferes, or has repeatedly  
6               interfered, with the quiet enjoyment of the  
7               residential park by the other tenants;
- 8               (b) the park operator has given a notice to the  
9               long-stay tenant in an approved form that asks  
10              the tenant, or the tenant's guest, to stop the  
11              interference;
- 12              (c) despite being asked to stop the interference, the  
13              long-stay tenant or the tenant's guest has not  
14              stopped;
- 15              (d) terminating the agreement is justified in all the  
16              circumstances.
- 17           (3) However, the State Administrative Tribunal may refuse  
18           to make an order if satisfied that the park operator was  
19           wholly or partly motivated to give the notice by the  
20           fact that the long-stay tenant had complained to a  
21           public authority about the park operator's conduct in  
22           relation to the long-stay agreement, or taken steps to  
23           secure or enforce the tenant's rights under the  
24           agreement.
- 25           (4) If the State Administrative Tribunal makes the order, it  
26           must also order the long-stay tenant to give vacant  
27           possession of the agreed premises to the park operator  
28           when the tribunal orders.
- 29

30 **67. Section 73 amended**

- 31           (1) In section 73(1) and (2) after "park operator" insert:  
32  
33               or long-stay tenant  
34

**s. 68**

---

1 (2) After section 73(2) insert:

2

3 (2A) When making an order terminating the long-stay  
4 agreement, the State Administrative Tribunal may also  
5 order compensation to be paid to the park operator or  
6 long-stay tenant for any loss caused to either person.  
7

8 Note: The heading to amended section 73 is to read:

9 **Termination on grounds of hardship**

10 **68. Section 76 amended**

11 (1) Delete section 76(1) and insert:

12

13 (1) A park operator may apply to the State Administrative  
14 Tribunal for an order if —

15 (a) the proceeds of the sale of abandoned goods are  
16 insufficient to meet the costs of removing,  
17 storing and selling the goods; or

18 (b) the park operator destroys or otherwise  
19 disposes of a tenant's document under  
20 section 52A(6).  
21

22 (2) In section 76(2) delete “The” and insert:

23

24 In relation to an application made under subsection (1)(a), the

25

26 (3) After section 76(2) insert:

27

28 (2A) In relation to an application made under  
29 subsection (1)(b), the State Administrative Tribunal  
30 may make an order for the payment to the park  
31 operator of an amount equal to the reasonable costs



1           incurred by the park operator in discharging the duties  
2           imposed on the park operator under section 52A if the  
3           tribunal is satisfied that —

- 4           (a)   the park operator incurred reasonable costs in  
5                discharging the park operator's duty under  
6                section 52A; and  
7           (b)   the tenant's document has been destroyed under  
8                section 52A(6).

9  
10       (4)   In section 76(3) after “order” insert:

11  
12           under subsection (2) or (2A)

13  
14           Note: The heading to amended section 76 is to read:

15               **Park operator's claim for costs in relation to abandoned goods**  
16               **and tenant's documents**

17       **69.   Section 77 amended**

18           In section 77(1) delete “him or her.” and insert:

19  
20           the person.  
21

22       **70.   Section 79 amended**

23           In section 79(3) and (4) delete “his or her” and insert:

24  
25           their  
26

**s. 71**

---

1     **71.     Section 81 amended**

2             In section 81(4)(b) delete “his or her” and insert:

3

4             the party’s

5

6     **72.     Section 83A inserted**

7             At the end of Part 5 Division 5 insert:

8

9             **83A.     State Administrative Tribunal may refer matter to**  
10            **Commissioner for investigation**

11            (1)    The State Administrative Tribunal may refer a matter  
12                   to the Commissioner for investigation if, while  
13                   conducting a proceeding under this Act, the tribunal  
14                   suspects that an offence has been committed under the  
15                   Act.

16            (2)    If the State Administrative Tribunal refers a matter  
17                   under subsection (1), the tribunal must give the  
18                   Commissioner any relevant documents or other records  
19                   in the tribunal’s possession.

20

21     **73.     Section 88A inserted**

22             After section 88 insert:

23

24             **88A.     Long-stay agreements are excluded matters for**  
25            ***Corporations Act 2001* (Commonwealth) s. 5F**

26             A long-stay agreement is declared to be an excluded  
27             matter for the purposes of the *Corporations Act 2001*  
28             (Commonwealth) section 5F in relation to Chapter 5  
29             Part 5.6 Division 7A of that Act.

30

1   **74.     Section 90 amended**

2           In section 90 delete “2 years” and insert:

3

4           3 years

5

6   **75.     Section 90A inserted**

7           After section 90 insert:

8

9           **90A.   Infringement notices and *Criminal Procedure***  
10           ***Act 2004***

11           (1) If this Act is a prescribed Act for the purposes of the  
12           *Criminal Procedure Act 2004* Part 2, this section  
13           applies in relation to the service of an infringement  
14           notice under that Part by an authorised officer in  
15           relation to an alleged offence under this Act.

16           (2) The infringement notice must be served within —  
17               (a) 21 days after the authorised officer forms the  
18               opinion that there is sufficient evidence to  
19               support the allegation of the offence; and  
20               (b) 6 months after the alleged offence is believed to  
21               have been committed.

22           (3) The *Criminal Procedure Act 2004* Part 2 is modified to  
23           the extent necessary to give effect to this section.

24

**s. 76**

---

1     **76.     Section 91 amended**

2         (1)   Delete section 91(1)(b) and insert:

3

4                     (b)   sent by post addressed to the person at —

5                             (i)   if the person has specified a place where  
6                                     the person's mail be directed — the  
7                                     specified place; or

8                             (ii) if the person has not specified an  
9                                     address — the person's last known  
10                                    place of residence, employment or  
11                                    business;

12                                    or

13                     (c)   if the long-stay tenant and park operator agree  
14                                     or in other circumstances specified in the  
15                                     regulations — given or sent by electronic  
16                                     means in accordance with the regulations.

17

18         (2)   In section 91(2)(b) after “under the” insert:

19

20                     long-stay

21

22         (3)   Delete section 91(3) and insert:

23

24                     (3)   If a document that is required or permitted to be given  
25                                     to a person under this Act cannot be given under  
26                                     subsection (1), the document is taken to have been  
27                                     given to the person if —

28                             (a)   a copy of the document is published in a daily  
29                                     newspaper circulating throughout all, or most  
30                                     of, the State; or

- 1                   (b) if the State Administrative Tribunal or court is  
2                   hearing a proceeding under this Act —  
3                   (i) the tribunal or court orders an  
4                   alternative manner of giving the  
5                   document; and  
6                   (ii) the document is given in that manner;  
7                   or  
8                   (c) the document is made publicly available in the  
9                   manner prescribed for this paragraph, including  
10                  making the document available on a website.  
11

12   **77.       Sections 92 and 93 deleted**

13                  Delete sections 92 and 93.

14   **78.       Section 95 amended**

15                  In section 95(2):

- 16                  (a) delete paragraphs (b) to (d);  
17                  (b) in paragraph (e) delete “out of tenancy bond accounts”;  
18                  (c) in paragraph (e) delete “out; and” and insert:  
19  
20                          out.  
21  
22                  (d) delete paragraph (f).

23   **79.       Section 96 replaced**

24                  Delete section 96 and insert:  
25

26                  **96.       Review of Act**

- 27                  (1) The Minister must review the operation and  
28                          effectiveness of this Act, and prepare a report based on  
29                          the review, as soon as practicable after the 5<sup>th</sup>

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1 anniversary of the day on which the *Residential Parks*  
2 *(Long-stay Tenants) Amendment Act 2018* section 3  
3 comes into operation.

4 (2) The Minister must cause the report to be laid before  
5 each House of Parliament as soon as practicable after it  
6 is prepared.  
7

8 **80. Part 7 heading and Part 7 Division 1 heading inserted**

9 After section 96 insert:  
10

11 **Part 7 — Transitional and savings provisions**

12 **Division 1 — Transitional provisions — *Residential***  
13 ***Parks (Long-stay Tenants) Act 2006***  
14

15 **81. Part 7 Division 2 inserted**

16 After section 97 insert:  
17

18 **Division 2 — Transitional and savings provisions —**  
19 ***Residential Parks (Long-stay Tenants) Amendment***  
20 ***Act 2018***

21 **Subdivision 1 — Preliminary**

22 **99. Terms used**

23 In this Division —

24 ***amended***, for a provision of this Act, means the  
25 provision as in force on and after commencement day;

26 ***amending Act*** means the *Residential Parks (Long-stay*  
27 *Tenants) Amendment Act 2018*;

**authorised deposit-taking institution** has the meaning given in the *Banking Act 1959* (Commonwealth) section 5;

**commencement day** means the day on which Part 2 of the amending Act comes into operation;

**former**, for a provision of this Act, means the provision as in force immediately before commencement day;

**pre-commencement long-stay agreement** means a long-stay agreement entered into before commencement day;

**tenancy bond account** means —

- (a) in relation to a park operator — an ADI account held under former section 22(1)(b); or
- (b) in relation to a real estate agent — a trust account referred to in former section 22(2).

## **Subdivision 2 — Bonds**

### **100. Return of key bond to long-stay tenant**

- (1) In this section —

**key bond** means an amount paid under former section 21(2)(b) by way of security for keys, remote control entry devices or other security devices provided by the park operator for the use of a long-stay tenant.

- (2) If a park operator received a key bond, the park operator must pay the amount to the long-stay tenant —

- (a) if the long-stay agreement for which the key bond is paid is renewed within 18 months after commencement day — as soon as practicable after the renewal; or
- (b) when the amount is transferred to the bond administrator or paid to the tenant under

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- 1                                   section 101(2) — within 18 months after  
2                                   commencement day; or  
3                           (c)   in any other case — within 18 months after  
4                                   commencement day.

5           **101.     Amounts paid into tenancy bond account to be**  
6                                   **transferred to bond administrator**

- 7                   (1)   This section applies to a park operator or real estate  
8                           agent who, on commencement day, holds an amount  
9                           deposited in a tenancy bond account under former  
10                           section 22(1)(b) or (2).  
11                   (2)   The park operator or real estate agent must take all  
12                           reasonable steps to ensure that the amount is  
13                           transferred to the bond administrator under amended  
14                           section 22 or paid to the long-stay tenant —  
15                               (a)   if the long-stay agreement for which the  
16                                   security bond is paid is renewed or the security  
17                                   bond is increased under amended section 24  
18                                   within 18 months after commencement day —  
19                                   as soon as practicable after the renewal or  
20                                   increase; or  
21                               (b)   in any other case — within 18 months after  
22                                   commencement day.

23                   Penalty for this subsection: a fine of \$5 000.

24           **102.     Requirements for holding security bond amounts**

- 25                   (1)   An amount held in an ADI account under  
26                           section 101(1) must be held by the authorised  
27                           deposit-taking institution on the following terms —  
28                               (a)   interest at a rate not less than the prescribed rate  
29                                   accrues on the amount for the period during  
30                                   which the amount is held;  
31                               (b)   the authorised deposit-taking institution must  
32                                   pay an amount equal to the amount of interest



- 1                               accrued at the prescribed rate into the Rental  
2                               Accommodation Account in accordance with  
3                               the regulations;
- 4                               (c) if interest accrues on the amount at a higher rate  
5                               than the prescribed rate — the authorised  
6                               deposit-taking institution must pay the  
7                               difference between the amount of interest  
8                               accrued at the prescribed rate and the amount of  
9                               interest accrued at the higher rate to the  
10                              long-stay tenant in accordance with the  
11                              regulations;
- 12                             (d) the authorised deposit-taking institution may  
13                             deduct from an amount paid under  
14                             paragraph (b) or (c) an amount not exceeding  
15                             the prescribed fee;
- 16                             (e) the security bond amount must be paid out in  
17                             the prescribed manner.
- 18                             (2) The prescribed rate under subsection (1) may be  
19                             prescribed by reference to a prescribed market rate  
20                             indicator.
- 21                             (3) An authorised deposit-taking institution must ensure  
22                             that the following records are kept, in a form approved  
23                             by the bond administrator, in relation to an amount  
24                             held in an ADI account under section 101(1) —
- 25                               (a) the name and number of the account in which  
26                               the amount is held;
- 27                               (b) the amount;
- 28                               (c) the date the amount was paid into the account.

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**103. Information from authorised deposit-taking institution about tenancy bond accounts**

(1) In this section —

**auditor** means —

- (a) a person registered as an auditor, or taken to be registered as an auditor, under the *Corporations Act 2001* (Commonwealth) Part 9.2; or
- (b) another suitably qualified person approved by the Commissioner under former section 93;

**authorised financial institution** has the meaning given in the *Residential Tenancies Act 1987* section 92.

(2) The Commissioner may, by notice in writing under subsection (3) to a person who is the manager, or other officer for the time being in charge of, an authorised financial institution, require that person to give to the Commissioner such information as the Commissioner requires in relation to a tenancy bond account, including information as to the balances of and amounts of interest paid on the account.

(3) The notice —

- (a) must specify the time at or within which the information must be given; and
- (b) may require the information to be —
  - (i) given in writing; and
  - (ii) certified as correct by an auditor; and
  - (iii) given at or sent or delivered to a place specified in the notice; and
  - (iv) sent or delivered by any means specified in the notice; and
  - (v) given on oath or affirmation or by statutory declaration;

and

- 1                   (c) must state that the person is required under this  
2                   Act to give the information.

3           **104. Offences relating to s. 103**

- 4           (1) A person must not, without reasonable excuse, refuse  
5           or fail to comply with a written requirement under  
6           section 103(2).

7           Penalty for this subsection: a fine of \$15 000.

- 8           (2) A person must not give information in response to a  
9           written requirement under section 103(2) that the  
10          person knows is false or misleading in a material  
11          particular.

12          Penalty for this subsection: a fine of \$15 000.

- 13          (3) It is a defence in proceedings for an offence against  
14          subsection (1) for the person to show that —

15               (a) the notice under section 103(3) did not state  
16               that the person was required under this Act to  
17               give the information; or

18               (b) the time specified in the requirement did not  
19               give the person sufficient notice to enable  
20               compliance with the requirement.

- 21          (4) A person is not entitled to refuse to give the  
22          information required under section 103 on the grounds  
23          that the information could tend to incriminate the  
24          person or render the person liable to a penalty.

- 25          (5) Despite subsection (4), information given under  
26          section 103 is not admissible in evidence in any  
27          proceedings against the person except proceedings for  
28          an offence against subsection (2).

**Subdivision 3 — Other transitional provisions**

**105. Pre-commencement long-stay agreement provides for cost of preparing long-stay agreement**

If a pre-commencement long-stay agreement provides that a person other than the park operator must bear the cost of preparing a proposed long-stay agreement under former section 14, former section 14 continues to apply to the long-stay agreement until the agreement ends as if the section had not been amended by the amending Act.

**106. Variation of rent on the basis of market rent**

(1) This section applies if a pre-commencement long-stay agreement includes a provision providing for a review of rent on a market rent basis.

(2) Despite amended section 29A(1)(c), the provision continues to apply on and from commencement day until the provision is varied by the parties to the long-stay agreement.

(3) When calculating the amount of rent to be payable on and after the review date under the provision, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the *Land Valuers Licensing Act 1978*.

Penalty for this subsection: a fine of \$5 000.

**107. Variation of rent under on-site home agreements entered into before commencement day**

If an on-site home agreement was entered into before commencement day a park operator may increase the rent payable under the long-stay agreement, on and from commencement day until the agreement ends, by giving a written notice to the long-stay tenant under

1                   former section 30 as if the section had not been  
2                   amended by the amending Act.

3                   **108.     Application of former s. 32 to pre-commencement**  
4                   **long-stay agreements**

5                   (1)   Part 2 Division 5 applies to a pre-commencement  
6                   long-stay agreement as if the agreement was made on  
7                   commencement day.

8                   (2)   A term of a pre-commencement long-stay agreement  
9                   has no effect to the extent that —

10                         (a)   under former section 32(2), the term excluded,  
11                         modified or restricted a term set out in former  
12                         Schedule 1; and

13                         (b)   the term is inconsistent with a provision of this  
14                         Act as in force on and from commencement  
15                         day.

16                   (3)   Despite the repeal of former section 32(2), a person  
17                   does not commit an offence under this Act only  
18                   because the pre-commencement long-stay agreement  
19                   purports to exclude, modify or restrict the operation of  
20                   a term set out in former Schedule 1.

21                   **109.     Taking possession of agreed premises under**  
22                   **mortgage entered into before commencement day**

23                   (1)   This section applies to a mortgage entered into before  
24                   commencement day.

25                   (2)   Despite the amendment of former section 33(3)(b) and  
26                   the repeal of section 33(3)(c), a long-stay agreement  
27                   ends when a mortgagee of the agreed premises takes  
28                   possession of the premises under the mortgage as if  
29                   those sections had not been amended or repealed by the  
30                   amending Act.

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- 1           **110.     Former s. 41 continues to apply to**  
2                   **pre-commencement long-stay agreements**
- 3                   Despite amended section 41, the specified day in a  
4                   notice given under that section on and from  
5                   commencement day in relation to a pre-commencement  
6                   long-stay agreement may be a day earlier than the last  
7                   day of the term of a fixed term tenancy under former  
8                   section 41(4)(a).
- 9           **111.     Amended s. 42 applies to site-only agreements**  
10                   **entered into before commencement day**
- 11                   Amended section 42 applies to site-only agreements  
12                   entered into before commencement day as if the  
13                   agreement was made on the commencement day.
- 14           **112.     Park rules made by park liaison committee before**  
15                   **commencement day taken to be made by park**  
16                   **operator**
- 17                   If a park liaison committee prepared park rules that  
18                   were in force immediately before commencement day,  
19                   the park rules are taken, on and from commencement  
20                   day, to have been made by the park operator under  
21                   section 54A.
- 22           **113.     Former s. 55 continues to apply to**  
23                   **pre-commencement long-stay agreements**
- 24                   If a term of a site-only agreement entered into before  
25                   commencement day expressly provides that on site  
26                   sales are prohibited, despite amended section 55, the  
27                   term continues to apply to the site-only agreement on  
28                   and from commencement day.

**114. Written selling agent agreement under former s. 57 continues to apply on and after commencement day**

If a park operator is acting as a selling agent under a written agreement signed under former section 57 before commencement day —

- (a) former section 57 continues to apply to the written agreement on and from commencement day; and
- (b) section 57A does not apply to the written agreement.

**115. Transitional regulations**

- (1) Regulations (*transitional regulations*) may prescribe all matters that are required or necessary or convenient to be prescribed for dealing with any issue or matter of a savings or transitional nature —

- (a) that arise as a result of the amendment of this Act by the amending Act; and
- (b) for which there is no sufficient provision in this Act or the amending Act.

- (2) Transitional regulations may provide that specified provisions of this Act —

- (a) do not apply to or in relation to any matter; or
- (b) apply with modifications specified in the regulations to or in relation to any matter.

- (3) Without limiting subsection (1) or (2), transitional regulations may provide to what extent sections 54A(2), 54B and 63B apply to park rules in force immediately before commencement day.

- (4) Transitional regulations may provide that a state of affairs specified in the regulations is taken to have existed, or not to have existed, on and from a day that is earlier than the day on which the transitional

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1 regulations come into operation but not earlier than the  
2 day on which the amending Act, or the relevant  
3 provision or provisions of that Act, came into  
4 operation.

5 (5) If the transitional regulations contain a provision  
6 referred to in subsection (4), the provision does not  
7 operate so as to —

8 (a) affect in a manner prejudicial to any person  
9 (other than the State), the rights of that person  
10 existing before the regulations commenced; or

11 (b) impose liabilities on any person (other than the  
12 State) in respect of anything done or omitted to  
13 be done before the regulations commenced.  
14

15 **82. Schedule 1 deleted**

16 Delete Schedule 1.

17 **83. Glossary deleted**

18 Delete the Glossary.

19 Note: The heading to section 49 is to read:

20 **Right to reclaim abandoned goods put into storage**



1        **Part 3 — *Residential Tenancies Act 1987* amended**

2        **84.        Act amended**

3                This Part amends the *Residential Tenancies Act 1987*.

4        **85.        Schedule 1 clause 3 amended**

5            (1)    In Schedule 1 clause 3(2)(bc) delete “92(b);” and insert:

6

7                102(1)(b);

8

9            (2)    In Schedule 1 clause 3(3)(aa) delete “section 76(3)” and insert:

10

11                section 76(2), (2A)

12

13

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