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Residential Parks (Long-stay Tenants) Act 2006

Residential Parks (Long-stay Tenants) Amendment Regulations 2021

SL 2021/205

Made by the Governor in Executive Council.

1. Citation

These regulations are the *Residential Parks (Long-stay Tenants) Amendment Regulations 2021*.

2. Commencement

These regulations come into operation as follows —

- (a) regulations 1 and 2 — on the day on which these regulations are published in the *Gazette*;
- (b) the rest of the regulations — on the day on which the *Residential Parks (Long-stay Tenants) Amendment Act 2020* section 4 comes into operation.

3. Regulations amended

These regulations amend the *Residential Parks (Long-stay Tenants) Regulations 2007*.

4. Regulations 3 to 11 replaced

Delete regulations 3 to 11 and insert:

3. Term used: security bond amount

In these regulations —

security bond amount means a security bond or part of a security bond.

4. Subdivided residential parks not required to have park liaison committee (Act s. 9A)

If the land on which a residential park is situated is subdivided by a strata titles scheme under the *Strata Titles Act 1985*, or a community scheme under the *Community Titles Act 2018*, the residential park is exempt from section 59 of the Act.

5. Standard-form agreements (Act s. 10A)

For the purposes of section 10A of the Act —

- (a) the standard-form agreement set out in Schedule 1 is prescribed for site-only agreements; and
- (b) the standard-form agreement set out in Schedule 2 is prescribed for on-site home agreements.

6. Information about fees to be provided (Act s. 11(1))

A written schedule of fees showing the nature and amount of all fees currently payable by a tenant to the park operator is a required document for the purposes of paragraph (e) of the definition of *required documents* in section 11(1) of the Act.

7. Property condition reports (Act s. 11(1) and 95(2)(a))

- (1) The following documents are inspection sheets for the purposes of section 95(2)(a) of the Act —
 - (a) if the long-stay agreement is an on-site home agreement — a property condition report in the form set out in Schedule 5 clauses 1, 2, 3 and 4;
 - (b) if the long-stay agreement is a site-only agreement — a property condition report in the form set out in Schedule 5 clauses 2, 3 and 4.
- (2) If a park operator intends to enter into a long-stay agreement with a proposed tenant in relation to proposed agreed premises, the park operator must —
 - (a) complete all those parts of the property condition report for the premises that record the park operator's opinion of the condition of the premises before the commencement of the tenancy; and
 - (b) give 2 copies of that report to the proposed tenant.

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

- (3) The copies referred to in subregulation (2)(b) are required documents for the purposes of paragraph (e) of the definition of *required documents* in section 11(1) of the Act.
- (4) Within 7 days after the tenant takes up occupation of the premises, the tenant must —
 - (a) complete those parts of the property condition report that record the tenant's opinion of the condition of the property at the commencement of the tenancy; and
 - (b) give a copy of that report to the park operator.

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

- (5) As soon as practicable after the tenancy is terminated, the park operator and former tenant must each —
- (a) complete those parts of the property condition report that record their opinion of the condition of the property after the termination of the tenancy; and
 - (b) give a copy of the report to the other party.

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

- (6) A person must not provide information in a property condition report that the person knows, or ought to know, is false or misleading.

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

8. Types of fees that may be charged (Act s. 12(1)(e)(i))

- (1) For the purposes of section 12(1)(e)(i) of the Act, a park operator may charge a tenant the following types of fees for services or facilities provided by the park operator under a long-stay agreement —
- (a) fees for a person residing on a temporary basis on the agreed premises, other than a person who is a carer for a tenant on the premises, in the circumstances set out in subregulation (2);
 - (b) if the tenant has a separate water meter — fees for water consumed by the tenant;
 - (c) if the tenant has a separate electricity meter — fees for electricity consumed by the tenant;
 - (d) if the tenant has a separate gas meter — fees for gas consumed by the tenant;
 - (e) if the tenant has a separate phone line — fees for phone calls made by the tenant;
 - (f) fees for access by the tenant to an internet service provided to the tenant;
 - (g) fees for gardening services provided to the tenant;

- (h) fees for storage services provided to the tenant;
 - (i) fees for additional parking spaces provided to the tenant;
 - (j) fees for the servicing of an air-conditioning unit used by the tenant;
 - (k) fees for the cleaning of the gutters on the relocatable home in which the tenant resides;
 - (l) fees to cover the cost of a replacement key, remote control entry device or other security device.
- (2) For the purposes of subregulation (1)(a), the circumstances are that the number of persons residing on the agreed premises at a particular time (excluding any person who is a carer for a tenant on the premises) exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the long-stay agreement.

9. Manner of giving document about voluntary sharing arrangement (Act s. 13A(2)(b))

The document referred to in section 13A(2)(b) of the Act must be given at the same time as the required documents (as defined in section 11(1) of the Act) are given to the tenant under section 11 of the Act.

10. Additional security bond amount in relation to pets (Act s. 21(2)(b))

For the purposes of section 21(2)(b) of the Act, the amount is \$260.

11. Urgent repairs (Act s. 32M)

For the purposes of the definition of *essential service* in section 32M(1) of the Act, each of the following services is an essential service —

- (a) electricity;

- (b) gas;
- (c) water, including the supply of hot water;
- (d) sewerage, a septic tank or other waste management treatment;
- (e) a functioning refrigerator, if supplied with the agreed premises.

**11A. Giving notice before end of fixed term
(Act s. 32R(3))**

For the purposes of section 32R(3) of the Act, the park operator must give the tenant the written notice on a day that is —

- (a) for a site-only agreement —
 - (i) if the tenancy period is 2 years or less — at least 60 days before the end of the tenancy period; or
 - (ii) if the tenancy period is more than 2 years — at least 180 days before the end of the tenancy period;
- or
- (b) for an on-site home agreement — at least 60 days before the end of the tenancy period.

5. Regulation 12 amended

In regulation 12(2) delete “an agreement —” and insert:

a long-stay agreement —

Note: The heading to amended regulation 12 is to read:

Default notice (Act s. 37(c))

6. Regulation 13 replaced

Delete regulation 13 and insert:

13. Notice of termination (Act s. 38(2))

For the purposes of section 38(2) of the Act, a notice given under section 45A(1) of the Act must be in the form set out in Schedule 10.

7. Regulation 14 replaced

Delete regulation 14 and insert:

13B. Prescribed goods (Act s. 47A(b))

For the purposes of section 47A(b) of the Act, a caravan in relation to which a notice has been given under the *Caravan Parks and Camping Grounds Regulations 1997* Part 6 is a prescribed good.

14. Notice to former tenant about abandoned goods (Act s. 48(4)(b)(i))

For the purposes of section 48(4)(b)(i) of the Act, a notice or a summary of a notice to a former tenant about abandoned goods stored by a park operator must be published in a newspaper circulating generally in the State.

14A. Matters that must be included in park rules (Act s. 54B(1)(a))

- (1) For the purposes of section 54B(1)(a) of the Act, park rules for a residential park must provide for the following matters —
 - (a) restrictions on the making of noise;
 - (b) the parking of motor vehicles;

- (c) the conduct and supervision of children;
- (d) the use and operation of common facilities;
- (e) the storage of goods by tenants outside agreed premises;
- (f) the residential park's office hours;
- (g) the cleaning of gutters;
- (h) tree maintenance;
- (i) emergency procedures;
- (j) the keeping of pets.

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

- (2) Despite subregulation (1), park rules are not required to provide for a matter set out in that subregulation if —
 - (a) scheme by-laws as defined in the *Strata Titles Act 1985* section 3(1) provide for the matter in relation to the tenants of the residential park; or
 - (b) scheme by-laws as defined in the *Community Titles Act 2018* section 3(1) provide for the matter in relation to the tenants of the residential park.

14B. Making or altering park rules (Act s. 54C(2))

- (1) If a park operator intends to make or alter the park rules for the residential park, the park operator must first give each tenant written notice (the ***first notice***) in the approved form of the proposal (the ***rule proposal***) to make or alter the park rules.
- (2) A tenant may give the park operator written comments in relation to the rule proposal within 14 days (the ***feedback period***) after the day on which the first notice is given.
- (3) The park operator must consider any written comments given under subregulation (2) within 28 days (the

consultation period) after the end of the feedback period.

- (4) If tenants from at least 10% of the long-stay sites object to the rule proposal or part of the rule proposal during the feedback period, the park operator must consult with those tenants and the park liaison committee (if any) during the consultation period as to whether changes should be made to the rule proposal.
- (5) As soon as practicable after the consultation period ends, the park operator must give each tenant written notice (the *final notice*) of —
 - (a) the final version of the rule proposal; or
 - (b) the park operator's decision not to proceed with the rule proposal.
- (6) If a final notice is given under subregulation (5)(a), the rule proposal takes effect at the end of the period of 7 days after the final notice is given.
- (7) If the making or altering of a park rule is required under another written law —
 - (a) subregulations (1) to (6) do not apply; and
 - (b) the park operator must give written notice in the approved form to each tenant at least 7 days before the day on which the rule proposal is to take effect.

**14C. Selling agency agreement requirements
(Act s. 57(1)(b))**

For the purposes of section 57(1)(b) of the Act, a selling agency agreement must include the following —

- (a) details of the relocatable home (including the location and, if known, the make and model number of the relocatable home);
- (b) details of the residential park;

- (c) the time period during which the selling agency agreement applies;
- (d) the services that are to be provided by the selling agent;
- (e) details of any sale commission, amount for incidental expenses or other valuable consideration to be provided by the tenant under the selling agency agreement, including how amounts are to be calculated and paid.

**14D. Voting to form park liaison committee
(Act s. 59(1A))**

- (1) For the purposes of section 59(1A) of the Act, the manner in which a vote under section 59(1)(b) of the Act must be held is —
 - (a) at a meeting in accordance with subregulation (2); or
 - (b) by way of written ballot in accordance with subregulation (3).
- (2) If a vote is to be taken at a meeting —
 - (a) the park operator must give each tenant written notice of the meeting at least 14 days before the meeting is to be held; and
 - (b) a tenant may cast a vote in person or by duly appointed proxy; and
 - (c) for tenants who cast a vote in person — the vote must be conducted by a show of hands of those present and entitled under subregulation (4) to vote; and
 - (d) for tenants who cast a vote by proxy —
 - (i) the tenant must notify the park operator before the meeting of their intention to vote by proxy; and

- (ii) the proxy may cast a vote on behalf of the tenant by indicating their vote to the park operator.
- (3) If a vote is to be taken by way of written ballot, the park operator must —
 - (a) distribute 1 ballot paper to each long-stay site; and
 - (b) include the following information with the ballot paper —
 - (i) the purpose of the ballot;
 - (ii) the closing date for the ballot, which must be at least 7 days after the day on which the ballot paper was distributed;
 - (iii) details on how to return the completed ballot paper.
- (4) One tenant per long-stay site is entitled to cast a vote.
- (5) The park operator must hold a vote under section 59(1)(b) of the Act —
 - (a) at least once every 5 years but not more frequently than once every 12 months; and
 - (b) subject to paragraph (a), if a request is made by tenants from at least 30% of the long-stay sites.

14E. Members of park liaison committee (Act s. 60(3))

- (1) For the purposes of section 60(3) of the Act, the manner in which the park liaison committee members that represent tenants must be chosen is as follows —
 - (a) the park operator must give each tenant written notice about the following —
 - (i) that they may nominate themselves or another tenant to be a member of the park liaison committee;

- (ii) the date by which such a nomination must be received, which must be at least 7 days after the day on which the notice is given;
 - (b) for a residential park with 100 or fewer long-stay sites —
 - (i) if there are 5 or fewer nominees, those nominees are taken to be elected as members; and
 - (ii) if there are 6 or more nominees, the 5 nominees receiving the highest number of votes at the meeting referred to in subregulation (2) are elected as members;
 - (c) for a residential park with more than 100 long-stay sites —
 - (i) if there are 8 or fewer nominees, those nominees are taken to be elected as members; and
 - (ii) if there are 9 or more nominees, the 8 nominees receiving the highest number of votes at the meeting referred to in subregulation (2) are elected as members.
- (2) A vote that is held for the purposes of subregulation (1) or (4) must be held as follows —
- (a) the vote must be conducted at a meeting to which all tenants have been invited by the park operator;
 - (b) the park operator must give at least 7 days' written notice of the meeting to each tenant;
 - (c) one tenant per long-stay site is entitled to cast a vote;
 - (d) the vote must be conducted by a show of hands of those entitled to vote, unless a secret ballot is

agreed to by a majority of the tenants present at the meeting;

- (e) if 2 or more nominees receive an equal number of votes in relation to a vacancy —
 - (i) another vote may be held for the nominees with the equal number of votes; and
 - (ii) if the number of votes is still equal, a member may be elected by random draw from the nominees with the equal number of votes;
 - (f) in the event of a secret ballot, the park operator must keep the ballots for 14 days after the vote is held.
- (3) A member holds office for a term not exceeding 2 years but is eligible for re-election.
 - (4) A member may be removed from office, at any time, by a vote that is held in accordance with subregulation (2).
 - (5) A person ceases to be a member of the committee if —
 - (a) the person's term as a member ends; or
 - (b) the person resigns; or
 - (c) the person is removed under subregulation (4); or
 - (d) the person ceases to be a tenant of the residential park; or
 - (e) the person dies.
 - (6) If a person is removed under subregulation (4) or ceases to be a member under subregulation (5), subregulations (1)(a) and (2) apply in relation to filling that vacancy.

8. Regulation 16 amended

In regulation 16 delete “his or her” and insert:

the tenant’s

Note: The heading to amended regulation 16 is to read:

**Prescribed matters relating to compensation determination
(Act s. 65(2)(e))**

9. Regulation 16A inserted

After regulation 16 insert:

16A. Service by electronic means (Act s. 91(1)(c))

For the purposes of section 91(1)(c) of the Act, a document may be sent by email to the email address provided by the person.

10. Regulation 17 amended

(1) In regulation 17(2) delete “section 92(a)” and insert:

section 102(1)(a)

(2) In regulation 17(3):

(a) delete “section 92(b)” and insert:

section 102(1)(b)

(b) delete “Fund” and insert:

Account

- (3) In regulation 17(4) delete “section 92(c)” and insert:

section 102(1)(c)

Note: The heading to amended regulation 17 is to read:

**Interest on security bond amount paid into ADI account
(Act s. 102)**

11. Regulation 18 amended

- (1) In regulation 18(1):

- (a) delete “sections 92(e) and 94(c)” and insert:

section 94(c)

- (b) delete “a bond holder” and insert:

the bond administrator

- (2) In regulation 18(2):

- (a) in paragraph (a) delete “Commissioner” and insert:

bond administrator

- (b) in paragraph (a) before “agreement” insert:

long-stay

- (c) delete “holder” and insert:

administrator

Note: The heading to amended regulation 18 is to read:

Disposal of security bond amounts: general (Act s. 94(c))

12. Regulation 19 amended

- (1) In regulation 19(1) delete the definition of *DOTAG*.
- (2) Delete regulation 19(2) and insert:
 - (2) Subregulations (3) to (6) apply if the bond administrator —
 - (a) has reason to believe that 6 months have elapsed since the termination of a long-stay agreement; and
 - (b) a security bond amount held in respect of that long-stay agreement has not been paid out in accordance with regulation 18.
- (3) In regulation 19(3):
 - (a) delete “holder” (1st occurrence) and insert:

administrator
 - (b) in paragraph (a) delete “holder” and insert:

administrator
 - (c) in paragraph (a) before “agreement” insert:

long-stay
 - (d) in paragraph (a) delete “holder; and” and insert:

administrator; and

(e) in paragraph (c) delete “holder” and insert:

administrator

(4) In regulation 19(4):

(a) delete “holder,” and insert:

administrator,

(b) delete “holder” and insert:

administrator

(5) Delete regulation 19(6) and insert:

(6) Regulation 18(2) and (3) apply to a security bond amount while it is in the Unclaimed Security Bond Account.

(6) In regulation 19(7):

(a) delete “chief executive officer of DOTAG” and insert:

bond administrator

(b) delete “Residential Accommodation Fund” and insert:

Rental Accommodation Account

Note: The heading to amended regulation 19 is to read:

Disposal of unclaimed security bond amounts (Act s. 94(c))

13. Regulations 20 and 21 deleted

Delete regulations 20 and 21.

14. Regulations 23 to 28 inserted

After regulation 22 insert:

23. Prescribed offences and modified penalties

- (1) The offences specified in Schedule 11 are offences for which an infringement notice may be issued under the *Criminal Procedure Act 2004* Part 2.
- (2) The modified penalty specified opposite an offence in Schedule 11 is the modified penalty for that offence for the purposes of the *Criminal Procedure Act 2004* section 5(3).

24. Authorised officers and approved officers

- (1) The Commissioner may, in writing, appoint persons or classes of persons to be authorised officers or approved officers for the purposes of the *Criminal Procedure Act 2004* Part 2.
- (2) The Commissioner must issue to each authorised officer a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices.

25. Forms

For the purposes of the *Criminal Procedure Act 2004* Part 2 —

- (a) Schedule 12 Form 1 is the prescribed form for an infringement notice; and
- (b) Schedule 12 Form 2 is the prescribed form for the withdrawal of an infringement notice.

26. Transitional provision for giving notices before end of fixed term (Act s. 32R(3))

- (1) In this regulation —

commencement day means the day on which the *Residential Parks (Long-stay Tenants) Amendment Act 2020* section 31 comes into operation;

relevant period means —

- (a) in the case of a site-only agreement —
 - (i) if the tenancy period is 2 years or less — 60 days before the end of the tenancy period; or
 - (ii) if the tenancy period is more than 2 years — 180 days before the end of the tenancy period;
 - (b) in the case of an on-site home agreement — 60 days before the end of the tenancy period.
- (2) This regulation applies if —
- (a) a fixed term long-stay agreement is in force immediately before commencement day; and
 - (b) the commencement day is during the relevant period.
- (3) A park operator is taken to have complied with section 32R(3) of the Act if the park operator gives the tenant the written notice as soon as practicable after commencement day.

27. Transitional provision for security bond amounts held by authorised deposit-taking institutions (Act s. 102(1)(e))

- (1) In this regulation —
authorised deposit-taking institution has the meaning given in section 99 of the Act.
- (2) For the purposes of section 102(1)(e) of the Act, a security bond amount held in an ADI account under section 101(1) of the Act must be paid out in accordance with regulations 18 and 19(2) to (6).

- (3) For the purposes of subregulation (2), regulations 18 and 19(2) to (4) apply as if a reference to the bond administrator were a reference to the authorised deposit-taking institution.

**28. Transitional provision for existing park rules
(Act s. 116)**

- (1) In this regulation —
commencement day means the day on which the *Residential Parks (Long-stay Tenants) Amendment Act 2020* section 53 comes into operation;
existing park rules means park rules in force immediately before commencement day.
- (2) Sections 54A(2), 54B and 63B(2)(d) of the Act apply to existing park rules on and from the day that is 12 months after commencement day.

15. Schedules 1 to 4 replaced

Delete Schedules 1 to 4 and insert:

Schedule 1 — Standard-form site-only agreement

[r. 5(a)]

IMPORTANT INFORMATION FOR TENANTS

This long-stay agreement is regulated by the *Residential Parks (Long-stay Tenants) Act 2006* (the *Act*).

This long-stay agreement is to lease a site in a residential park and gives you rights to use shared premises in the park.

You must also be provided with a copy of the information booklet on park living approved by the Commissioner for Consumer Protection (the *information booklet*). This information booklet sets out your rights and responsibilities as a tenant under the Act.

This long-stay agreement may, in certain limited circumstances set out in the Act, be terminated. The information booklet sets out further information about termination.

If this long-stay agreement is for a fixed term, this long-stay agreement may finish at the end of the term (with no extension).

You may be required to remove the relocatable home at your cost when this long-stay agreement ends. Further information can be found in the information booklet.

Before signing this long-stay agreement you should —

- seek independent legal, financial or other advice; and
- read the information booklet; and
- make sure that any non-standard terms are satisfactory and that you understand how they affect you. (The non-standard terms are set out in a separate part at the end of this long-stay agreement.)

References in this long-stay agreement to sections (for example, s. 32H) are references to relevant sections of the Act.

TERMS

1. Definitions

In this long-stay agreement —

Act means the *Residential Parks (Long-stay Tenants) Act 2006*;

agreed premises means the site, any structures on the site that the tenant is entitled to use or occupy under this long-stay agreement, and any fixtures, fittings or chattels that are provided under this long-stay agreement for the exclusive use of the tenant;

park operator means the party referred to in clause 4;

Regulations means the *Residential Parks (Long-stay Tenants) Regulations 2007*;

relocatable home, in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;

residential park or *park* means the residential park referred to in clause 3;

shared premises, in relation to the residential park, means —

- (a) the common areas, structures and amenities in the park that the park operator provides for the use of all tenants or makes accessible to all tenants; and
- (b) any fixtures, fittings or chattels in or on the common areas, structures or amenities;

site means the site referred to in clause 3;

tenant means a party referred to in clause 6;

voluntary sharing arrangement means an agreement under clause 13 that the tenant will pay —

- (a) rent on a deferred basis; or
- (b) a share of the sale price (either the total sale price or the capital gain) when the relocatable home is sold; or
- (c) an exit fee (either fixed or determined by formula) if the home is sold or removed from the site.

2. Long-stay agreement

This long-stay agreement is made between the park operator and the tenant/s.

The park operator grants the tenant/s the right —

- (a) to occupy the site; and
- (b) to position a relocatable home on the site; and
- (c) to non-exclusive use of the shared premises.

3. Residential park and site details

Park	Park name:
	Park address:
Site	Site location (site number or other description):
	Area of site:
	Plan attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

4. Park operator's details

Park operator's name:	
Business address:	
Phone:	
Email address (if any):	
Does the park operator accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If park operator is a body corporate	Nominated contact (name and position / title):
	Business address (if different from above):

	Contact details (including out-of-hours):
5. Managing agent's details (if applicable)	
Managing agent's name:	
Managing agent's address:	
Phone:	
Email (if any):	
Does the managing agent accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Tenant details	
Tenant name (1):	
Address for service of documents (if different from site address):	
Phone:	
Email (if any):	
Does the tenant (1) accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Place of occupation:	
Address:	
Tenant name (2):	

Address for service of documents (if different from site address):	
Phone:	
Email (if any):	
Does the tenant (2) accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Place of occupation:	
Address:	
<i>Note: If there are additional tenants, insert details below.</i>	
7. Number of residents	
(1) The maximum number of persons who may use a relocatable home on the site as their principal place of residence	
(2) The maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site	
(3) Is the tenant required to pay a fee for persons residing on a temporary basis in the agreed premises (i.e. visitors' fees)? <i>(If yes, complete subclauses (4) to (6).)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
(4) When will visitors' fees be payable? <i>(Specify circumstances in which a visitors' fee must be paid, for example if a visitor stays for more than a minimum period of time.)</i>	
(5) Amount of the visitors' fee	\$.....

	per night / week / fortnight / month* <i>(*Delete as appropriate.)</i>
(6) How is the visitors' fee to be paid?	<input type="checkbox"/> at the same time and in the same manner as the rent <input type="checkbox"/> other (please specify)
<p><i>Note: Tenants are not required to pay visitors' fees unless the number of persons residing on the agreed premises at a particular time exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the long-stay agreement.</i></p> <p><i>Visitors' fees cannot be charged for a carer of a tenant.</i></p>	
8. Term of long-stay agreement	
(1) * This long-stay agreement is periodic starting on/...../..... * This long-stay agreement is for a fixed term starting on/...../..... ending on/...../..... <i>(*Delete as appropriate.)</i>	
(2) Options to renew	<input type="checkbox"/> Not applicable <input type="checkbox"/> Options as follows: Length of option.....years.....months Length of option.....years.....months

Note:

- *A fixed term long-stay agreement sets out the period of time for which a tenant rents the site. At the expiry of a fixed term long-stay agreement the tenant's right to live at the park ends, unless otherwise agreed with the park operator. Prior to the end of the term, the park operator must give the tenant notice about whether the park operator intends to renew the long-stay agreement.*
- *A periodic long-stay agreement does not specify a time period for the long-stay agreement, but may be ended by either party in certain circumstances, for example if the park operator sells the park. Further information about how a long-stay agreement may be terminated is set out in the information booklet.*
- *The tenant may be required to remove the home at their own cost when the long-stay agreement ends. Further information on when this may occur is provided in the information booklet.*

9. Rent

(1) Rent per week / fortnight / month*

(*Delete as appropriate.)

\$.....

Note: Other fees may be payable including visitors' fees and fees for utilities and other services.

(2) Method of payment

Cash Cheque EFTPOS Credit card Deduction from pension

Direct deposit into specified financial institution Other (please specify)

.....

(3) Rent payment day

(4) Location of rent payment (if applicable)

(5) Rent in advance

The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of \$.....

Note: This amount must not be more than 2 weeks' rent.

(6) The tenant agrees to pay the rent on time.	
(7) The park operator must give the tenant a rent receipt within 3 days of rent being received unless the rent is paid into an account in a financial institution nominated by the park operator.	
10. Rent variation	
(1) Is rent variation allowed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
(2) Basis for variation <i>For example —</i>	
<ul style="list-style-type: none"> • a percentage change; or • a change by a set amount; or • a variation in CPI (the all groups consumer price index for Perth published by the Australian Bureau of Statistics). 	
(3) Review dates or frequency	
<p><i>Note:</i></p> <ul style="list-style-type: none"> • The park operator must give at least 60 days' notice of a rent variation. • The minimum interval for rent reviews is 12 months for a site-only agreement. • If it is the practice of the park operator to review the rent payable by tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this long-stay agreement, this clause can set the first review date earlier than the required 12 months from the beginning of the tenancy. • A single basis for review must be specified for each review date. Different bases for calculating rent may be specified for different review dates. Review based on market rent is not permitted. • This clause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was 	

payable under this long-stay agreement immediately before the review date.

- *In certain circumstances the park operator may increase rent to cover significant increases in the costs of operating the park or significant unforeseen repair costs. In these circumstances the park operator must give special notice about the proposed increase and if tenants do not agree to the increase in rent the matter may be decided by the State Administrative Tribunal. Further information about this process is set out in the information booklet.*

11. Services and facilities

(1) If a service or facility set out below is provided by the park operator, and the cost of that service or facility is not covered by rent, the fee for that service or facility is payable by the tenant during the term of this long-stay agreement in relation to the agreed premises.

Service or facility	Fee <i>(if applicable)</i>	Frequency <i>(if applicable)</i>
Electricity <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Charged based on consumption cost (separately metered) \$..... per	
Gas <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Charged based on consumption (separately metered) \$..... per	

<p>Water</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Charged based on consumption (separately metered)</p> <p>\$..... per</p>	
<p>Phone</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p> <p>Details:.....</p> <p>.....</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee (separate phone line) \$.....</p> <p><input type="checkbox"/> Charged based on consumption (separate phone line)</p> <p>\$..... per</p>	
<p>Internet</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p> <p>Details:.....</p> <p>.....</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee \$.....</p> <p><input type="checkbox"/> Charged based on use (specify)</p> <p>.....</p> <p>\$.....</p>	
<p>Gardening (e.g. mowing)</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee \$.....</p>	

<input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available Details:.....	<input type="checkbox"/> Other (specify) \$.....	
Other (specify)	\$.....	
	\$.....	
	\$.....	
<p>(2) If a fee set out above is imposed by a State agency or instrumentality and is varied by that agency or instrumentality, the amount payable by the tenant for that fee under this long-stay agreement will vary accordingly.</p>		
<p><i>Note: The park operator must not require payment of any additional fees (permitted under the Act and Regulations) unless they are set out, and agreed to by the tenant, in this long-stay agreement. The Act and Regulations limit the types of fees that may be charged in addition to rent and bond. Details of these permitted fees are set out in the information booklet.</i></p> <p><i>For utilities (electricity, gas, water), a tenant can only be required to pay the park operator for usage if this is separately metered.</i></p> <p><i>The fee that a park operator can charge for a service or facility is limited to the amount that is necessary to recover the reasonable costs of providing the tenant the service or facility, or other such reasonable amount.</i></p>		
<p>12. Security bond</p>		

The following security bond must be paid by the tenant on signing this long-stay agreement (not more than 4 weeks' rent) \$.....

13. Voluntary sharing arrangements

(1) Is a voluntary sharing arrangement available for the site?

- Yes No

(See clause 1 for definition of voluntary sharing arrangement.)

(2) If yes, select 1 of the following:

- Deferred rent (fixed amount), payable on termination \$
- Deferred rent (determined by formula), payable on termination (specify formula)
- Exit fee (fixed amount) if relocatable home is sold \$
- Exit fee (determined by formula) if relocatable home is sold (specify formula)
- Share in capital gain if relocatable home is sold on-site%
- Share of total sale price if relocatable home is sold on-site%

(3) In return for any agreed voluntary sharing arrangement, the tenant will receive the following benefit:

Note to tenant: The park operator may be required to offer an alternative “rent only” long-stay agreement (i.e. a long-stay agreement that charges rent that is no more than what you are currently paying, or what tenants of similar sites are paying, whichever is greater) — see section 13A of the Act. If so, it is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.

See the additional document (supplied by the park operator) which sets out voluntary sharing arrangement examples for an

<i>indication of how the voluntary sharing arrangement will operate for this long-stay agreement.</i>
14. Children
Are children permitted to live at the agreed premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>Note: Under section 20 of the Act it is illegal for a park operator to refuse to enter into a long-stay agreement (or advertise or otherwise indicate an intention to refuse, or instruct another person to refuse) on the ground that a child will live on the agreed premises unless —</i></p> <ul style="list-style-type: none"> • <i>the park has age restrictions and its long-stay agreements do not permit children to live at agreed premises; or</i> • <i>the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 and the licence permits the park operator to include such a term in the long-stay agreement.</i>
15. Pets
<p>(1) Are tenants allowed to keep pets at the agreed premises? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, complete subclauses (2) and (3).)</i></p>
(2) Number and type of pets:
(3) Restrictions and rules on keeping of pets:
<i>Note: The keeping of pets is also subject to any local laws for the relevant district.</i>

16. Shared premises

(1) The following shared facilities and services are provided at the park:

- | | |
|--|--|
| <input type="checkbox"/> Mail facilities | <input type="checkbox"/> Bowling green |
| <input type="checkbox"/> Clubroom / community hall | <input type="checkbox"/> Tennis court |
| <input type="checkbox"/> Swimming pool | <input type="checkbox"/> Library |
| <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Storage area for boats / caravans |
| <input type="checkbox"/> BBQ facilities | <input type="checkbox"/> Vegetable garden |
| <input type="checkbox"/> Workshop | <input type="checkbox"/> On-site caretaker |
| <input type="checkbox"/> Other (please list) | |

(2) Restrictions on use of shared premises (including the shared facilities and services provided at the park):

(3) Are any facilities or services available only on a user-pays basis and not covered by the rent?

- Yes No

(If yes, list facilities or services and current cost.)

(4) May the park operator make changes to the residential park resulting in a reduction of the shared premises if at least 75% of the tenants at the park support the changes?

- Yes No

Note: Under the Act the State Administrative Tribunal may make an order for a reduction in rent if there is a significant reduction in the extent or quality of the shared premises at the park.

17. Assignment and sub-letting (s. 320)

(1) Assignment

(a) Is the tenant permitted to assign their interest under this long-stay agreement?

Yes No

(b) If yes, is the written consent of the park operator required?

Yes No

(2) Sub-letting

(a) Is the tenant permitted to sub-let the agreed premises?

Yes No

(b) If yes, is the written consent of the park operator required?

Yes No

(3) Additional conditions on assignment or sub-letting:

(4) Unless otherwise specified above, the tenant may assign the tenant's rights and obligations under this long-stay agreement or sub-let the agreed premises only with the written consent of the park operator.

(5) If the park operator's consent is required for assignment or sub-letting —

(a) the park operator must not unreasonably withhold consent; and

(b) the park operator must not charge any fee for giving the consent except for reasonable incidental expenses.

18. Affixing fixtures and making alterations (s. 32I)

(1) Agreed premises

(a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the agreed premises?

Yes No

(b) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.

(2) Exterior of the relocatable home or other structure

(a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the exterior of the relocatable home or the exterior of any other structure?

Yes No

(b) If yes, is the consent of the park operator required?

Yes No

(c) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.

Note: See clause 32 for further details on consent for affixing fixtures or making alterations.

19. Relocation of relocatable home

(a) Does the park operator reserve the right to relocate the tenant's relocatable home to a reasonably comparable site in the residential park, if it is reasonably necessary to do so?

Yes No

(b) If yes, the park operator must pay the tenant compensation for reasonable financial loss resulting from the requirement to relocate.

Note: See the information booklet for examples of compensation to be paid to the tenant due to relocation.

20. Sale of relocatable home
(1) The tenant is permitted to sell a relocatable home owned by the tenant while it is in place on the site.
(2) The tenant is entitled to display a “for sale” sign, but must comply with the following requirements about size and placement of a sign:
(3) The following restrictions also apply to the sale of the relocatable home:
(4) The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.
<i>Note: If the buyer of a relocatable home intends to use or occupy the home on the site, the sale of the home will be conditional upon the buyer entering into a long-stay agreement with the park operator or the assignment of the tenant’s rights and obligations under the long-stay agreement to the buyer.</i>
21. Park rules
The tenant and park operator agree to comply with the attached park rules as amended from time to time in accordance with the Regulations.
22. No unilateral variation
Neither the park operator nor the tenant can vary this long-stay agreement unilaterally.
23. Termination of long-stay agreement
This long-stay agreement can only be terminated in certain circumstances and in accordance with the Act.

Note: Details of the laws in relation to termination of long-stay agreements are set out in the information booklet.

24. Notices — how given

- (1) A notice under this long-stay agreement must be given in accordance with the Act and the Regulations.
- (2) A notice from the tenant to the park operator may be given to the managing agent.
- (3) A party to this long-stay agreement may withdraw their consent to a notice being given or sent by email by giving a written notice to that effect to each other party to this long-stay agreement.

Note: Details of how notices are to be given are set out in the information booklet.

STANDARD TERMS

*Part 2 Division 5 of the Act contains **standard terms** which are included in all long-stay agreements and which cannot be modified or varied. The clauses below are indicative of those standard terms. Please refer to the Act for the current standard terms.*

25. Vacant possession (s. 32B)

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

26. No legal impediment to occupation of tenanted premises (s. 32C)

- (1) At the time of entering into the long-stay agreement —
 - (a) the park operator is not aware of a legal impediment to the tenant's lawful enjoyment of the agreed premises for the period of the long-stay agreement; and
 - (b) there is no legal impediment to the tenant's lawful enjoyment that the park operator ought reasonably to have known about.
- (2) In this clause —

tenant's lawful enjoyment, of the agreed premises, means the 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.

27. Quiet enjoyment (s. 32D)

- (1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.
- (2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
- (3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.

28. Park operator's right of entry (s. 32E)

- (1) In this clause —
reasonable time means —
 - (a) between 8 am and 6 pm on a weekday; or
 - (b) between 9 am and 5 pm on a Saturday; or
 - (c) at another time agreed between the park operator and each tenant.
- (2) The park operator may only enter the agreed premises in the following circumstances —
 - (a) if the tenant agrees at, or immediately before, the time of entry;
 - (b) in an emergency;
 - (c) to meet the park operator's obligations under a written law, if the park operator enters at a reasonable time and gives at least 24 hours' written notice to the tenant;

- (d) to inspect the agreed premises or for any other purpose, if the park operator enters at a reasonable time and gives the tenant written notice of at least 7 and not more than 14 days;
 - (e) to carry out or inspect necessary repairs or maintenance, if the park operator enters at a reasonable time and gives at least 72 hours' written notice to the tenant;
 - (f) to show the agreed premises to prospective tenants, if the park operator enters at a reasonable time and on a reasonable number of occasions during the 21 days before the long-stay agreement ends and gives the tenant reasonable written notice;
 - (g) to show the agreed premises to prospective purchasers of the agreed premises, if the park operator enters at a reasonable time and on a reasonable number of occasions and gives the tenant reasonable written notice;
 - (h) if the long-stay agreement makes provision for the collection of the rent at the agreed premises — to collect the rent once a week, at a reasonable time;
 - (i) to inspect and secure the agreed premises if there are reasonable grounds for believing that the premises have been abandoned and the tenant has not responded to a notice from the park operator.
- (3) The park operator may only enter other premises occupied by the tenant in the following circumstances —
- (a) if the tenant agrees at, or immediately before, the time of entry;
 - (b) in an emergency.

29. Conditions of park operator's entry (s. 32F)

- (1) When exercising a right of entry under clause 28, the park operator —
 - (a) must do so in a reasonable manner; and
 - (b) must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.
- (2) The park operator must compensate the tenant if the park operator or any person accompanying the park operator causes damage to

the tenant's property when exercising a right of entry under clause 28.

- (3) If it would unduly inconvenience the tenant for the park operator to enter the agreed premises as specified in a notice given under clause 28, the park operator must make a reasonable attempt to negotiate a day and time for that entry that does not unduly inconvenience the tenant.
- (4) The park operator may conduct up to 4 routine inspections under clause 28(2)(d) in any 12-month period.
- (5) A written notice given to the tenant in relation to entry to the agreed premises must be in the approved form and specify the day of the entry and whether the entry will be before or after 12 pm on that day.
- (6) If the park operator exercises the right of entry under clause 28(2)(f) or (g), the tenant is entitled to be on the agreed premises during the entry.

30. Long-stay tenant's conduct on premises (s. 32G)

The 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.

31. Locks and security (s. 32H)

- (1) The 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.
- (2) 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 tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
- (3) The park operator must not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.

32. Removing fixtures and altering premises (s. 32I)

- (1) If clause 18 provides that the tenant may, with the park operator's consent, affix a fixture or make a renovation, alteration or addition —
 - (a) the park operator must not unreasonably withhold consent; and
 - (b) at any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that the tenant has, with the park operator's consent, affixed to the agreed premises, unless the removal of the fixture would cause irreparable damage to the agreed premises; and
 - (c) if the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.
- (2) If the park operator wishes to affix any fixture or make any renovation, alteration or addition to the agreed premises, then —
 - (a) the park operator must obtain the tenant's consent when, or immediately before, the park operator affixes the fixture or makes the renovation, alteration or addition; and
 - (b) the tenant must not unreasonably withhold such consent.
- (3) The tenant may affix a prescribed fixture or make prescribed alterations to the agreed premises if necessary to prevent the commission of family violence.
- (4) For the purposes of subclause (3) —
 - (a) the cost of making the prescribed alterations must be borne by the tenant; and
 - (b) the tenant must give written notice to the park operator of the tenant's intention to make the prescribed alterations; and
 - (c) work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the park operator within 14 days of the alterations being completed; and

- (d) the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
- (e) the tenant must restore the agreed premises to their original condition at the end of the long-stay agreement if the park operator requires the tenant to do so and, if restoration work has been undertaken by a tradesperson, must provide to the park operator a copy of that tradesperson's invoice within 14 days of that work being performed.

33. Long-stay tenant's responsibility for cleanliness and repair (s. 32J)

The tenant must —

- (a) keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness; and
- (b) keep the relocatable home on the site in a reasonable state of repair so it is fit to live in.

34. Long-stay tenant's responsibility for damage (s. 32K)

- (1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.
- (2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days of the damage occurring, of any damage —
 - (a) to the site or to any fittings or fixtures on the site; and
 - (b) to the exterior of the relocatable home on the site.

35. Park operator's responsibility for cleanliness and repairs (s. 32L)

- (1) The park operator must —
 - (a) provide the agreed premises and shared premises in a reasonable state of cleanliness; and
 - (b) maintain the shared premises in a reasonable state of cleanliness; and
 - (c) provide and maintain the agreed premises and shared premises in a reasonable state of repair having regard to the age, character and prospective life of the premises; and

- (d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of park residents.
- (2) If the park operator carries out work to comply with the park operator's obligations under subclause (1), the work must be carried out —
 - (a) as soon as reasonably practicable and in a manner that minimises disruption to the residents; and
 - (b) at an appropriate standard having regard to the age, character and prospective life of the agreed premises or shared premises; and
 - (c) if the work is carried out on agreed premises and the park operator must enter the agreed premises — in accordance with clauses 28 and 29.

36. Urgent repairs (s. 32M)

- (1) In this clause —

essential service means a service prescribed in the Regulations as electricity, gas, water (including the supply of hot water), sewerage, a septic tank or other wastewater management treatment, and a functioning refrigerator (but only if supplied with the agreed premises);

suitable repairer, in relation to urgent repairs, means a person who is suitably qualified, trained or, if necessary under a written law, licensed or otherwise authorised, to undertake the urgent repairs;

urgent repairs, in relation to agreed premises, means repairs to the premises that are necessary —

- (a) to supply or restore an essential service; or
 - (b) to avoid —
 - (i) exposing a person to the risk of injury; or
 - (ii) exposing property to damage; or
 - (iii) causing the tenant undue hardship or inconvenience.
- (2) If a need for urgent repairs arises otherwise than as a result of the breach of the long-stay agreement by the tenant —
 - (a) the tenant must notify the park operator of the need for those repairs as soon as practicable after the need arises; and

- (b) the park operator must ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification.
- (3) The tenant may arrange for the urgent repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs if —
 - (a) the tenant is unable to contact the park operator within —
 - (i) in relation to urgent repairs for the supply or restoration of an essential service — 24 hours; or
 - (ii) in relation to other urgent repairs — 48 hours or any longer prescribed period;
 - or
 - (b) the tenant contacts the park operator about the need for the urgent repairs but the park operator fails to ensure that the repairs are carried out by a suitable repairer as soon as practicable after the notification.
- (4) If the tenant arranges for the urgent repairs to be carried out under subclause (3), the park operator must, as soon as practicable after the repairs are carried out, reimburse the tenant for the reasonable expense incurred in arranging for those repairs to be carried out.

37. Levies, rates, taxes and charges to be paid by park operator (s. 32N)

- (1) The park operator must bear the cost of —
 - (a) any contribution levied in respect of the agreed premises and shared premises under the *Strata Titles Act 1985* or the *Community Titles Act 2018*; and
 - (b) all rates, taxes or charges imposed in respect of the agreed premises and shared premises under —
 - (i) the *Land Tax Act 2002*; and
 - (ii) the *Local Government Act 1995*; and
 - (iii) the *Water Services Act 2012*, except a charge for the volume of water consumed.
- (2) Despite subclause (1), a term of the long-stay agreement or another written contract, agreement, scheme, deed or other written arrangement between the tenant and the park operator may provide that the tenant indirectly pays, as a component of rent paid under

the long-stay agreement, a prescribed charge as defined in the *Rates and Charges (Rebates and Deferments) Act 1992* section 3(1).

38. Long-stay tenant's vicarious responsibility for breach of long-stay agreement (s. 32P)

- (1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of the long-stay agreement if done or omitted by the tenant.
- (2) However, subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.

NON-STANDARD TERMS

Information for tenants

Non-standard terms are not prescribed by the Act, but are subject to negotiation between the parties to the long-stay agreement.

If a non-standard term is inconsistent with the Act or the Regulations, the Act or Regulations will prevail and the non-standard term will be void to the extent of any inconsistency.

Before signing this long-stay agreement a tenant should seek independent advice and ensure that the non-standard terms are appropriate for their circumstances.

Non-standard terms (special conditions)
--

--

EXECUTION

By signing this long-stay agreement the parties agree to be bound by its terms and conditions.
--

Park operator or managing agent
--

Signatory (print name):

Signature:

Date signed:

Witness (print name):

Signature:

Date signed:

Tenant (1)

Signatory (print name):

Signature:

Date signed:

Witness (print name):

Signature:	Date signed:
Tenant (2)	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:
Cooling off period	
<p>Under section 18 of the Act, a tenant is entitled to rescind this long-stay agreement at any time within 5 working days after the date of this long-stay agreement. This time frame is extended if the park operator does not provide disclosure documents. However, a tenant cannot rescind this long-stay agreement after taking up possession.</p>	

TENANT'S CHECKLIST

The tenant acknowledges that they have been given a copy of each of these documents:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Disclosure statement |
| <input type="checkbox"/> | Property condition report |
| <input type="checkbox"/> | Park rules |
| <input type="checkbox"/> | Information booklet on park living approved by the Commissioner for Consumer Protection |

(Tenant to initial each box.)

Independent advice

- I have obtained independent legal advice before signing this long-stay agreement.
- I have decided not to obtain independent legal advice before signing this long-stay agreement.
- I have signed 2 copies of this long-stay agreement.

Note: The park operator is required to give the tenant a fully executed copy of the long-stay agreement within 21 days after it is signed by the tenant, or as soon as reasonably practicable after that.

Schedule 2 — Standard-form on-site home agreement

[r. 5(b)]

IMPORTANT INFORMATION FOR TENANTS

This long-stay agreement is regulated by the *Residential Parks (Long-stay Tenants) Act 2006* (the *Act*).

This long-stay agreement is to lease a site and an on-site home in a residential park and gives you rights to use shared premises in the park.

You must also be provided with a copy of the information booklet on park living approved by the Commissioner for Consumer Protection (the

information booklet). This information booklet sets out your rights and responsibilities as a tenant under the Act.

This long-stay agreement may, in certain limited circumstances set out in the Act, be terminated. The information booklet sets out further information about termination.

If this long-stay agreement is for a fixed term, this long-stay agreement may finish at the end of the term (with no extension).

Before signing this long-stay agreement you should —

- seek independent legal, financial or other advice; and
- read the information booklet; and
- make sure that any non-standard terms are satisfactory and that you understand how they affect you. (The non-standard terms are set out in a separate part at the end of this long-stay agreement.)

References in this long-stay agreement to sections (for example, s. 32H) are references to relevant sections of the Act.

TERMS

1. Definitions

In this long-stay agreement—

Act means the *Residential Parks (Long-stay Tenants) Act 2006*;

agreed premises means the on-site home, the site, any structures on the site that the tenant is entitled to use or occupy under this long-stay agreement, and any fixtures, fittings or chattels that are provided under this long-stay agreement for the exclusive use of the tenant;

on-site home means the relocatable home provided on the site by the park operator under this agreement;

park operator means the party referred to in clause 4;

Regulations means the *Residential Parks (Long-stay Tenants) Regulations 2007*;

relocatable home, in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;

residential park or **park** means the residential park referred to in clause 3;

shared premises, in relation to the residential park, means —

- (a) the common areas, structures and amenities in the park that the park operator provides for the use of all tenants or makes accessible to all tenants; and
- (b) any fixtures, fittings or chattels in or on the common areas, structures or amenities;

site means the site referred to in clause 3;

tenant means a party referred to in clause 6;

voluntary sharing arrangement means an agreement under clause 13 that the tenant will pay rent on a deferred basis.

2. Long-stay agreement

This long-stay agreement is made between the park operator and the tenant/s.

The park operator grants the tenant/s the right —

- (a) to occupy the site; and
- (b) to occupy the relocatable home provided by the park operator on the site; and
- (c) to non-exclusive use of the shared premises.

3. Residential park and site details

Park	Park name:
	Park address:
Site	Site location (site number or other description):
	Area of site:
	Plan attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

4. Park operator's details	
Park operator's name:	
Business address:	
Phone:	
Email address (if any):	
Does the park operator accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If park operator is a body corporate	Nominated contact (name and position / title):
	Business address (if different from above):
	Contact details (including out-of-hours):
5. Managing agent's details (if applicable)	
Managing agent's name:	
Managing agent's address:	
Phone:	
Email (if any):	
Does the managing agent accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No	

6. Tenant details
Tenant name (1):
Address for service of documents (if different from site address):
Phone:
Email (if any):
Does the tenant (1) accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No
Place of occupation:
Address:
Tenant name (2):
Address for service of documents (if different from site address):
Phone:
Email (if any):
Does the tenant (2) accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No
Place of occupation:
Address:
<i>Note: If there are additional tenants, insert details below.</i>

7. Number of residents	
(1) The maximum number of persons who may use a relocatable home on the site as their principal place of residence	
(2) The maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site	
(3) Is the tenant required to pay a fee for persons residing on a temporary basis in the agreed premises (i.e. visitors' fees)? <i>(If yes, complete subclauses (4) to (6).)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
(4) When will visitors' fees be payable? <i>(Specify circumstances in which a visitors' fee must be paid, for example if a visitor stays for more than a minimum period of time.)</i>	
(5) Amount of the visitors' fee	\$..... per night / week / fortnight / month* <i>(*Delete as appropriate.)</i>
(6) How is the visitors' fee to be paid?	<input type="checkbox"/> at the same time and in the same manner as the rent <input type="checkbox"/> other (please specify)
<i>Note: Tenants are not required to pay visitors' fees unless the number of persons residing on the agreed premises at a particular time</i>	

exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the long-stay agreement.

Visitors' fees cannot be charged for a carer of a tenant.

8. Term of long-stay agreement

<p>(1) * This long-stay agreement is periodic starting on</p> <p>* This long-stay agreement is for a fixed term</p> <p style="text-align: right;">starting on</p> <p style="text-align: right;">ending on</p> <p>(*Delete as appropriate.)</p>	<p>...../...../.....</p> <p>...../...../.....</p> <p>...../...../.....</p>
--	--

<p>(2) Options to renew</p>	<p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Options as follows:</p> <p style="padding-left: 20px;">Length of option.....years.....months</p> <p style="padding-left: 20px;">Length of option.....years.....months</p>
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Note:

- *A fixed term long-stay agreement sets out the period of time for which a tenant rents the site and an on-site home. At the expiry of a fixed term long-stay agreement the tenant's right to live at the park ends, unless otherwise agreed with the park operator. Prior to the end of the term, the park operator must give the tenant notice about whether the park operator intends to renew the long-stay agreement.*
- *A periodic long-stay agreement does not specify a time period for the long-stay agreement, but may be ended by either party in certain circumstances, for example if the park operator sells the park. Further information about how a long-stay agreement may be terminated is set out in the information booklet.*

9. Rent

<p>(1) Rent per week / fortnight / month*</p> <p>(*Delete as appropriate.)</p>	<p>\$.....</p>
--	----------------

<i>Note: Other fees may be payable including visitors' fees and fees for utilities and other services.</i>	
(2) Method of payment <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> EFTPOS <input type="checkbox"/> Credit card <input type="checkbox"/> Deduction from pension <input type="checkbox"/> Direct deposit into specified financial institution <input type="checkbox"/> Other (please specify)	
(3) Rent payment day	
(4) Location of rent payment (if applicable)	
(5) Rent in advance The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of \$.....	
<i>Note: This amount must not be more than 2 weeks' rent.</i>	
(6) The tenant agrees to pay the rent on time.	
(7) The park operator must give the tenant a rent receipt within 3 days of rent being received unless the rent is paid into an account in a financial institution nominated by the park operator.	
10. Rent variation	
(1) Is rent variation allowed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
(2) Basis for variation <i>For example —</i> <ul style="list-style-type: none"> • a percentage change; or • a change by a set amount; or • a variation in CPI (the all groups consumer price index for Perth published by the Australian Bureau of Statistics). 	
(3) Review dates or frequency	

- Note:*
- *The park operator must give at least 60 days' notice of a rent variation.*
 - *The minimum interval for rent reviews is 6 months for an on-site home agreement.*
 - *If it is the practice of the park operator to review the rent payable by tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this long-stay agreement, this clause can set the first review date earlier than the required 6 months from the beginning of the tenancy.*
 - *A single basis for review must be specified for each review date. Different bases for calculating rent may be specified for different review dates. Review based on market rent is not permitted.*
 - *This clause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this long-stay agreement immediately before the review date.*
 - *In certain circumstances the park operator may increase rent to cover significant increases in the costs of operating the park or significant unforeseen repair costs. In these circumstances the park operator must give special notice about the proposed increase and if tenants do not agree to the increase in rent the matter may be decided by the State Administrative Tribunal. Further information about this process is set out in the information booklet.*

11. Services and facilities

- (1) If a service or facility set out below is provided by the park operator, and the cost of that service or facility is not covered by rent, the fee for that service or facility is payable by the tenant during the term of this long-stay agreement in relation to the agreed premises.

Service or facility	Fee (if applicable)	Frequency (if applicable)
Electricity	<input type="checkbox"/> None (covered by rent)	

<input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> Charged based on consumption cost (separately metered) \$..... per	
Gas <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Charged based on consumption (separately metered) \$..... per	
Water <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Charged based on consumption (separately metered) \$..... per	
Phone <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Fixed fee (separate phone line) \$..... <input type="checkbox"/> Charged based on consumption (separate phone line) \$..... per	

Details:.....		
<p>Internet</p> <input type="checkbox"/> provided by park operator	<input type="checkbox"/> None (covered by rent)	
<input type="checkbox"/> must be arranged separately by the tenant with a third party	<input type="checkbox"/> Fixed fee \$.....	
<input type="checkbox"/> not available	<input type="checkbox"/> Charged based on use (specify) \$.....	
Details:.....		
<p>Gardening (e.g. mowing)</p> <input type="checkbox"/> provided by park operator	<input type="checkbox"/> None (covered by rent)	
<input type="checkbox"/> must be arranged separately by the tenant with a third party	<input type="checkbox"/> Fixed fee \$.....	
<input type="checkbox"/> not available	<input type="checkbox"/> Other (specify) \$.....	
Details:.....		
Other (specify)	\$.....	
	\$.....	
	\$.....	
(2) If a fee set out above is imposed by a State agency or instrumentality and is varied by that agency or instrumentality, the amount payable		

by the tenant for that fee under this long-stay agreement will vary accordingly.

Note: The park operator must not require payment of any additional fees (permitted under the Act and Regulations) unless they are set out, and agreed to by the tenant, in this long-stay agreement. The Act and Regulations limit the types of fees that may be charged in addition to rent and bond. Details of these permitted fees are set out in the information booklet.

For utilities (electricity, gas, water) a tenant can only be required to pay the park operator for usage if this is separately metered.

The fee that a park operator can charge for a service or facility is limited to the amount that is necessary to recover the reasonable costs of providing the tenant the service or facility, or other such reasonable amount.

12. Security bond

The following bonds must be paid by the tenant on signing this long-stay agreement:

- security bond (not more than 4 weeks' rent) \$.....
- pet bond (not more than \$260) \$.....
(Delete pet bond if not required.)

Note: A pet bond is payable if a pet is permitted to be kept on the agreed premises. The bond is intended to meet the cost of fumigation.

13. Voluntary sharing arrangements

(1) Is a voluntary sharing arrangement available for the site?

- Yes No

(See clause 1 for definition of voluntary sharing arrangement.)

(2) If yes, select 1 of the following:

- Deferred rent (fixed amount), payable on termination \$

<p><input type="checkbox"/> Deferred rent (determined by formula), payable on termination (specify formula)</p> <p>.....</p>
<p>(3) In return for any agreed voluntary sharing arrangement, the tenant will receive the following benefit:</p>
<p><i>Note to tenant: The park operator may be required to offer an alternative “rent only” long-stay agreement (i.e. a long-stay agreement that charges rent that is no more than what you are currently paying, or what tenants of similar sites are paying, whichever is greater) — see section 13A of the Act. If so, it is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.</i></p> <p><i>See the additional document (supplied by the park operator) which sets out voluntary sharing arrangement examples for an indication of how the voluntary sharing arrangement will operate for this long-stay agreement.</i></p>
<p>14. Children</p>
<p>Are children permitted to live at the agreed premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><i>Note: Under section 20 of the Act it is illegal for a park operator to refuse to enter into a long-stay agreement (or advertise or otherwise indicate an intention to refuse, or instruct another person to refuse) on the ground that a child will live on the agreed premises unless —</i></p> <ul style="list-style-type: none"> <i>• the park has age restrictions and its long-stay agreements do not permit children to live at agreed premises; or</i> <i>• the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 and the licence permits the park operator to include such a term in the long-stay agreement.</i>
<p>15. Pets</p>

(1) Are tenants allowed to keep pets at the agreed premises?

Yes No

(If yes, complete subclauses (2) and (3).)

(2) Number and type of pets:

(3) Restrictions and rules on keeping of pets:

Note: The keeping of pets is also subject to any local laws for the relevant district.

16. Shared premises

(1) The following shared facilities and services are provided at the park:

- | | |
|--|--|
| <input type="checkbox"/> Mail facilities | <input type="checkbox"/> Bowling green |
| <input type="checkbox"/> Clubroom / community hall | <input type="checkbox"/> Tennis court |
| <input type="checkbox"/> Swimming pool | <input type="checkbox"/> Library |
| <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Storage area for boats / caravans |
| <input type="checkbox"/> BBQ facilities | <input type="checkbox"/> Vegetable garden |
| <input type="checkbox"/> Workshop | <input type="checkbox"/> On-site caretaker |
| <input type="checkbox"/> Other (please list) | |

(2) Restrictions on use of shared premises (including the shared facilities and services provided at the park):

(3) Are any facilities or services available only on a user-pays basis and not covered by the rent?

Yes No

(If yes, list facilities or services and current cost.)

(4) May the park operator make changes to the residential park resulting in a reduction of the shared premises if at least 75% of the tenants at the park support the changes?

Yes No

Note: Under the Act the State Administrative Tribunal may make an order for a reduction in rent if there is a significant reduction in the extent or quality of the shared premises at the park.

17. Assignment and sub-letting (s. 320)

(1) Assignment

(a) Is the tenant permitted to assign their interest under this long-stay agreement?

Yes No

(b) If yes, is the written consent of the park operator required?

Yes No

<p>(2) Sub-letting</p> <p>(a) Is the tenant permitted to sub-let the agreed premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) If yes, is the written consent of the park operator required? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>(3) Additional conditions on assignment or sub-letting:</p>
<p>(4) Unless otherwise specified above, the tenant may assign the tenant's rights and obligations under this long-stay agreement or sub-let the agreed premises only with the written consent of the park operator.</p>
<p>(5) If the park operator's consent is required for assignment or sub-letting —</p> <p>(a) the park operator must not unreasonably withhold consent; and</p> <p>(b) the park operator must not charge any fee for giving the consent except for reasonable incidental expenses.</p>
<p>18. Affixing fixtures and making alterations (s. 32I)</p>
<p>(a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the agreed premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.</p>
<p><i>Note: See clause 31 for further details on consent for affixing fixtures or making alterations.</i></p>
<p>19. Relocation of relocatable home</p>

- (a) Does the park operator reserve the right to relocate the on-site home to a reasonably comparable site in the residential park, if it is reasonably necessary to do so?
- Yes No
- (b) If yes, the park operator must pay the tenant compensation for reasonable financial loss resulting from the requirement to relocate.

Note: See the information booklet for examples of compensation to be paid to the tenant due to relocation.

20. Park rules

The tenant and park operator agree to comply with the attached park rules as amended from time to time in accordance with the Regulations.

21. No unilateral variation

Neither the park operator nor the tenant can vary this long-stay agreement unilaterally.

22. Termination of long-stay agreement

This long-stay agreement can only be terminated in certain circumstances and in accordance with the Act.

Note: Details of the laws in relation to termination of long-stay agreements are set out in the information booklet.

23. Notices — how given

- (1) A notice under this long-stay agreement must be given in accordance with the Act and the Regulations.
- (2) A notice from the tenant to the park operator may be given to the managing agent.

- (3) A party to this long-stay agreement may withdraw their consent to a notice being given or sent by email by giving a written notice to that effect to each other party to this long-stay agreement.

Note: Details of how notices are to be given are set out in the information booklet.

STANDARD TERMS

*Part 2 Division 5 of the Act contains **standard terms** which are included in all long-stay agreements and which cannot be modified or varied. The clauses below are indicative of those standard terms. Please refer to the Act for the current standard terms.*

24. Vacant possession (s. 32B)

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

25. No legal impediment to occupation of tenanted premises (s. 32C)

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

- (2) In this clause —

tenant's lawful enjoyment, of the agreed premises, means the 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.

26. Quiet enjoyment (s. 32D)

- (1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.

- (2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
- (3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.

27. Park operator's right of entry (s. 32E)

- (1) In this clause —
reasonable time means —
 - (a) between 8 am and 6 pm on a weekday; or
 - (b) between 9 am and 5 pm on a Saturday; or
 - (c) at another time agreed between the park operator and each tenant.
- (2) The park operator may only enter the agreed premises in the following circumstances —
 - (a) if the tenant agrees at, or immediately before, the time of entry;
 - (b) in an emergency;
 - (c) to meet the park operator's obligations under a written law, if the park operator enters at a reasonable time and gives at least 24 hours' written notice to the tenant;
 - (d) to inspect the agreed premises or for any other purpose, if the park operator enters at a reasonable time and gives the tenant written notice of at least 7 and not more than 14 days;
 - (e) to carry out or inspect necessary repairs or maintenance, if the park operator enters at a reasonable time and gives at least 72 hours' written notice to the tenant;
 - (f) to show the agreed premises to prospective tenants, if the park operator enters at a reasonable time and on a reasonable number of occasions during the 21 days before the long-stay agreement ends and gives the tenant reasonable written notice;

- (g) to show the agreed premises to prospective purchasers of the agreed premises, if the park operator enters at a reasonable time and on a reasonable number of occasions and gives the tenant reasonable written notice;
 - (h) if the long-stay agreement makes provision for the collection of the rent at the agreed premises — to collect the rent once a week, at a reasonable time;
 - (i) to inspect and secure the agreed premises if there are reasonable grounds for believing that the premises have been abandoned and the tenant has not responded to a notice from the park operator;
 - (j) to inspect the agreed premises and assess any damage if the long-stay agreement has been terminated on the grounds that the tenant is subject, or likely to be subjected or exposed, to family violence under section 33(2A) or (2B) or 74B of the Act.
- (3) The park operator may only enter other premises occupied by the tenant in the following circumstances —
- (a) if the tenant agrees at, or immediately before, the time of entry;
 - (b) in an emergency.

28. Conditions of park operator's entry (s. 32F)

- (1) When exercising a right of entry under clause 27, the park operator —
 - (a) must do so in a reasonable manner; and
 - (b) must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.
- (2) The park operator must compensate the tenant if the park operator or any person accompanying the park operator causes damage to the tenant's property when exercising a right of entry under clause 27.
- (3) If it would unduly inconvenience the tenant for the park operator to enter the agreed premises as specified in a notice given under clause 27, the park operator must make a reasonable attempt to

negotiate a day and time for that entry that does not unduly inconvenience the tenant.

- (4) The park operator may conduct up to 4 routine inspections under clause 27(2)(d) in any 12-month period.
- (5) A written notice given to the tenant in relation to entry to the agreed premises must be in the approved form and specify the day of the entry and whether the entry will be before or after 12 pm on that day.
- (6) If the park operator exercises the right of entry under clause 27(2)(f) or (g), the tenant is entitled to be on the agreed premises during the entry.

29. Long-stay tenant's conduct on premises (s. 32G)

The 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.

30. Locks and security (s. 32H)

- (1) 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) The 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) 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 tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
- (4) The park operator must not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.
- (5) The tenant may alter or add any lock or similar device to the agreed premises after termination of an excluded tenant's interest on the

ground of family violence under section 74B of the Act or if it is necessary to prevent the commission of family violence that the tenant suspects, on reasonable grounds, is likely to be committed by the excluded tenant against the tenant or a dependant of the tenant.

- (6) The tenant must give to the park operator a copy of the key to any lock or similar device altered or added under subclause (5) as soon as practicable, and in any event within 7 days, after the lock or similar device has been altered or added.
- (7) The park operator must not give a copy of a key referred to in subclause (6) to an excluded tenant or a person who the tenant has instructed the park operator in writing not to give the copy of the key.

31. Removing fixtures and altering premises (s. 32I)

- (1) If clause 18 provides that the tenant may, with the park operator's consent, affix a fixture or make a renovation, alteration or addition —
 - (a) the park operator must not unreasonably withhold consent; and
 - (b) at any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that the tenant has, with the park operator's consent, affixed to the agreed premises, unless the removal of the fixture would cause irreparable damage to the agreed premises; and
 - (c) if the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.
- (2) If the park operator wishes to affix any fixture or make any renovation, alteration or addition to the agreed premises, then —
 - (a) the park operator must obtain the tenant's consent when, or immediately before, the park operator affixes the fixture or makes the renovation, alteration or addition; and
 - (b) the tenant must not unreasonably withhold such consent.
- (3) The tenant may affix a prescribed fixture or make prescribed alterations to the agreed premises if necessary to prevent the commission of family violence or to prevent entry onto the agreed

premises of an excluded tenant whose interest in the long-stay agreement has been terminated under section 74B of the Act.

- (4) For the purposes of subclause (3) —
- (a) the cost of making the prescribed alterations must be borne by the tenant; and
 - (b) the tenant must give written notice to the park operator of the tenant's intention to make the prescribed alterations; and
 - (c) work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the park operator within 14 days of the alterations being completed; and
 - (d) the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
 - (e) the tenant must restore the agreed premises to their original condition at the end of the long-stay agreement if the park operator requires the tenant to do so and, if restoration work has been undertaken by a tradesperson, must provide to the park operator a copy of that tradesperson's invoice within 14 days of that work being performed.
- (5) The tenant may, with the park operator's consent, affix furniture or a thing to affix furniture to the wall of the on-site home for the purpose of ensuring the safety of a child or person with a disability.
- (6) For the purposes of subclause (5) —
- (a) the park operator may only refuse consent —
 - (i) if affixing the item to the wall would disturb material containing asbestos; or
 - (ii) for a prescribed reason;and
 - (b) unless the park operator agrees otherwise in writing, the tenant must remove the item from the wall when the tenant vacates the on-site home and either —
 - (i) restore the wall to its original condition; or
 - (ii) compensate the park operator for any reasonable expenses incurred by the park operator in doing that restoration;

and

- (c) the cost of affixing the item to the wall, removing it and restoring the wall to its original condition, must be borne by the tenant; and
- (d) if the tenant causes damage to the on-site home when affixing or removing the item or restoring the wall to its original condition —
 - (i) the tenant must notify the park operator in writing that damage has been caused to the on-site home; and
 - (ii) the park operator may require the tenant to repair the damage and restore the on-site home to its original condition or compensate the park operator for the reasonable expenses incurred in doing the repair and restoration;

and

- (e) the park operator is taken to have consented to affixing the furniture or thing to the wall of the on-site home if, and only if —
 - (i) the tenant has given the park operator a request, in the approved form, seeking the park operator's consent to affix the item to the wall; and
 - (ii) the park operator has not refused consent under paragraph (a) within 14 days after the day on which the park operator receives the request.

32. Long-stay tenant's responsibility for cleanliness and repair (s. 32J)

The tenant must keep the site and the relocatable home on the site in a reasonable state of cleanliness.

33. Long-stay tenant's responsibility for damage (s. 32K)

- (1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.
- (2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days of the damage occurring, of any damage —
 - (a) to the site or to any fittings or fixtures on the site; and

- (b) to the exterior of the relocatable home on the site; and
- (c) to the interior of the on-site home; and
- (d) to any chattels, fittings or fixtures in or on the on-site home that are provided by the park operator for the use of the tenant.

34. Park operator's responsibility for cleanliness and repairs (s. 32L)

- (1) The park operator must —
 - (a) provide the agreed premises and shared premises in a reasonable state of cleanliness; and
 - (b) maintain the shared premises in a reasonable state of cleanliness; and
 - (c) provide and maintain the agreed premises and shared premises in a reasonable state of repair having regard to the age, character and prospective life of the premises; and
 - (d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of park residents.
- (2) If the park operator carries out work to comply with the park operator's obligations under subclause (1), the work must be carried out —
 - (a) as soon as reasonably practicable and in a manner that minimises disruption to the residents; and
 - (b) at an appropriate standard having regard to the age, character and prospective life of the agreed premises or shared premises; and
 - (c) if the work is carried out on agreed premises and the park operator must enter the agreed premises — in accordance with clauses 27 and 28.

35. Urgent repairs (s. 32M)

- (1) In this clause —

essential service means a service prescribed in the Regulations as electricity, gas, water (including the supply of hot water), sewerage, a septic tank or other wastewater management treatment, and a functioning refrigerator (but only if supplied with the agreed premises);

suitable repairer, in relation to urgent repairs, means a person who is suitably qualified, trained or, if necessary under a written law, licensed or otherwise authorised, to undertake the urgent repairs;

urgent repairs, in relation to agreed premises, means repairs to the premises that are necessary —

- (a) to supply or restore an essential service; or
 - (b) to avoid —
 - (i) exposing a person to the risk of injury; or
 - (ii) exposing property to damage; or
 - (iii) causing the tenant undue hardship or inconvenience.
- (2) If a need for urgent repairs arises otherwise than as a result of the breach of the long-stay agreement by the tenant —
- (a) the tenant must notify the park operator of the need for those repairs as soon as practicable after the need arises; and
 - (b) the park operator must ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification.
- (3) The tenant may arrange for the urgent repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs if —
- (a) the tenant is unable to contact the park operator within —
 - (i) in relation to urgent repairs for the supply or restoration of an essential service — 24 hours; or
 - (ii) in relation to other urgent repairs — 48 hours or any longer prescribed period;
 - or
 - (b) the tenant contacts the park operator about the need for the urgent repairs but the park operator fails to ensure that the repairs are carried out by a suitable repairer as soon as practicable after the notification.
- (4) If the tenant arranges for the urgent repairs to be carried out under subclause (3), the park operator must, as soon as practicable after the repairs are carried out, reimburse the tenant for the reasonable expense incurred in arranging for those repairs to be carried out.

36. Levies, rates, taxes and charges to be paid by park operator (s. 32N)

- (1) The park operator must bear the cost of —
 - (a) any contribution levied in respect of the agreed premises and shared premises under the *Strata Titles Act 1985* or the *Community Titles Act 2018*; and
 - (b) all rates, taxes or charges imposed in respect of the agreed premises and shared premises under —
 - (i) the *Land Tax Act 2002*; and
 - (ii) the *Local Government Act 1995*; and
 - (iii) the *Water Services Act 2012*, except a charge for the volume of water consumed.
- (2) Despite subclause (1), a term of the long-stay agreement or another written contract, agreement, scheme, deed or other written arrangement between the tenant and the park operator may provide that the tenant indirectly pays, as a component of rent paid under the long-stay agreement, a prescribed charge as defined in the *Rates and Charges (Rebates and Deferments) Act 1992* section 3(1).

37. Long-stay tenant’s vicarious responsibility for breach of long-stay agreement (s. 32P)

- (1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of the long-stay agreement if done or omitted by the tenant.
- (2) However, subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.

NON-STANDARD TERMS

Information for tenants

Non-standard terms are not prescribed by the Act, but are subject to negotiation between the parties to the long-stay agreement.

If a non-standard term is inconsistent with the Act or the Regulations, the Act or Regulations will prevail and the non-standard term will be void to the extent of any inconsistency.

Before signing this long-stay agreement a tenant should seek independent advice and ensure that the non-standard terms are appropriate for their circumstances.

Non-standard terms (special conditions)

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EXECUTION

By signing this long-stay agreement the parties agree to be bound by its terms and conditions.

Park operator or managing agent

Signatory (print name):

Signature:

Date signed:

Witness (print name):

Signature:

Date signed:

Tenant (1)	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:
Tenant (2)	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:
Cooling off period	
<p>Under section 18 of the Act, a tenant is entitled to rescind this long-stay agreement at any time within 5 working days after the date of this long-stay agreement. This time frame is extended if the park operator does not provide disclosure documents. However, a tenant cannot rescind this long-stay agreement after taking up possession.</p>	

TENANT'S CHECKLIST

The tenant acknowledges that they have been given a copy of each of these documents:

Disclosure statement

Property condition report

Park rules

Information booklet on park living approved by the Commissioner for Consumer Protection

(Tenant to initial each box.)

Independent advice

I have obtained independent legal advice before signing this long-stay agreement.

I have decided not to obtain independent legal advice before signing this long-stay agreement.

I have signed 2 copies of this long-stay agreement.

Note: The park operator is required to give the tenant a fully executed copy of the long-stay agreement within 21 days after it is signed by the tenant, or as soon as reasonably practicable after that.

16. Schedule 5 amended

- (1) In the heading to Schedule 5 delete “**Condition**” and insert:

Property condition

- (2) Delete the reference after the heading to Schedule 5 and insert:

[r. 7(1)]

17. Schedules 6 to 8 deleted

Delete Schedules 6 to 8.

18. Schedule 9 amended

- (1) In the heading to Schedule 9 Division 1 delete “**Termination**” insert:

Default notice

- (2) In Schedule 9 Division 1 delete “Department of Commerce” (each occurrence) and insert:

Department of Mines, Industry Regulation and Safety

- (3) Delete the heading to Schedule 9 Division 2 and insert:

Division 2 — Default notice for other breach of long-stay agreement

- (4) In Schedule 9 Division 2:
(a) delete “Department of Commerce” (1st occurrence) and insert:

Department of Mines, Industry Regulation and Safety

- (b) before “agreement.” insert:

long-stay

(c) before “agreement,” (each occurrence) insert:

long-stay

(d) delete “Department of Commerce” (2nd occurrence) and insert:

Department of Mines, Industry Regulation and Safety

(e) before “agreement:” insert:

long-stay

(f) before “agreement” insert:

long-stay

19. Schedule 10 amended

- (1) Delete Schedule 10 Divisions 1 to 3.
- (2) Delete the heading to Schedule 10 Division 4.
- (3) In Schedule 10 Division 4:

(a) delete “long-stay” (1st occurrence);

(b) delete “Long-stay tenant:” and insert:

Tenant:

(c) delete “on-site agreements” and insert:

on-site home agreements

(d) delete “long-stay” (2nd occurrence).

20. Schedule 11 replaced

Delete Schedule 11 and insert:

Schedule 11 — Prescribed offences and modified penalties

[r. 23]

Division 1 — Offences under the Act

Offence under the Act		Modified penalty
s. 10(2)	Park operator entering into long-stay agreement that contravenes requirements	\$1 000
s. 10A(3)	Park operator entering into long-stay agreement other than prescribed standard-form agreement	\$1 000
s. 10B(3)	Park operator entering into long-stay agreement that includes non-standard term	\$1 000
s. 10B(5)	Park operator entering into long-stay agreement that does not include prescribed term	\$1 000
s. 11(2)	Park operator failing to give documents within required time frame	\$1 000
s. 12(1)	Park operator requiring or receiving unauthorised payment in relation to long-stay agreement	\$1 000
s. 13(1)	Real estate agent requiring or receiving unauthorised payment from tenant	\$1 000
s. 13(2)	Real estate agent requiring or receiving unauthorised payment from sub-tenant	\$1 000
s. 14	Park operator failing to bear cost of preparing long-stay agreement	\$1 000

Offence under the Act		Modified penalty
s. 15(1)	Park operator failing to ensure tenant notified of park operator details	\$1 000
s. 15(2)	Park operator failing to ensure tenant notified of new park operator details	\$1 000
s. 15(3)	Park operator failing to notify tenant of new name or address	\$1 000
s. 16(1)	Tenant giving false details to park operator	\$1 000
s. 16(2)	Tenant failing to notify park operator of change in employment	\$1 000
s. 16(3)	Tenant failing to provide next intended address when vacating	\$1 000
s. 17(1)	Park operator failing to give tenant copy of long-stay agreement	\$1 000
s. 21(1)	Park operator requiring or receiving more than 1 security bond for long-stay agreement	\$1 000
s. 21(2)	Park operator requiring or receiving security bond above allowable amount	\$1 000
s. 21(3)	Park operator failing to give tenant receipt for security bond	\$2 000
s. 22(1)	Failing to deposit security bond with bond administrator or to give record of deposit	\$2 000
s. 25(1)	Park operator requiring more than 2 weeks' rent before or during first 2 weeks of tenancy	\$1 000
s. 25(2)	Park operator requiring further rent before end of period for which rent has been paid	\$1 000

Offence under the Act		Modified penalty
s. 26(2)	Park operator failing to give detailed receipt for rent	\$1 000
s. 28(1)	Park operator failing to keep record of rent received	\$1 000
s. 31A(1)	Park operator entering into long-stay agreement with a prohibited provision	\$1 000
s. 32H(5)	Tenant breaching term of long-stay agreement relating to locks without reasonable excuse	\$2 000
s. 32H(6)	Park operator breaching term of long-stay agreement relating to locks without reasonable excuse	\$2 000
s. 32H(8)	Agent of park operator breaching term of long-stay agreement relating to locks without reasonable excuse	\$2 000
s. 41A(3)	Park operator failing to notify Commissioner of intention to give tenant termination notice	\$1 000
s. 48(4)	Park operator failing to give notice that abandoned goods have been stored	\$1 000
s. 52A(5)	Park operator failing to give document to lawful owner	\$1 000
s. 54	Entering agreed premises to recover possession other than in accordance with order of State Administrative Tribunal	\$4 000
s. 54B(2)	Park operator failing to ensure park rules comply with regulations	\$1 000
s. 57(2)	Park operator requiring tenant to appoint particular person as selling agent	\$1 000

Offence under the Act		Modified penalty
s. 57A(2)	Demanding or receiving payment for sale of relocatable home other than under selling agency agreement	\$1 000
s. 57C(1)	Selling agent failing to deal with money in accordance with section	\$600

Division 2 — Offences under these regulations

Offence under these regulations		Modified penalty
r. 7(2)	Park operator failing to complete and give property condition report	\$1 000
r. 7(4)	Tenant failing to complete and give property condition report	\$1 000
r. 7(5)	Failing to complete and give property condition report after termination of the tenancy	\$1 000
r. 7(6)	Providing false or misleading information in property condition report	\$1 000

Schedule 12 — Forms

[r. 25]

Form 1 — Infringement notice

<i>Residential Parks (Long-stay Tenants Act) 2006</i>		Infringement notice no.
INFRINGEMENT NOTICE		
Alleged offender	Name	
	Address	

Alleged offence	Date or period	
	Time	
	Place	
	Details of offence	
	Written law contravened	
Date	Date of notice	
Issuing officer	Name	
	Office	
	Signature	
Modified penalty	\$	
TAKE NOTICE	<p>It is alleged that you have committed the above offence.</p> <p>If you do not want to be prosecuted in court for the offence, pay the modified penalty to the Approved Officer within 28 days after the date of this notice.</p> <p>If you do not pay the modified penalty within 28 days, you may be prosecuted or enforcement action may be taken under the <i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i>. Under that Act, some or all of the following action may be taken — your driver’s licence may be suspended, your vehicle licence may be suspended or cancelled, you may be disqualified from holding or obtaining a driver’s licence or vehicle licence, your vehicle may be immobilised or have its number plates removed, your details may be published on a website, your earnings or bank accounts may be garnished, and your property may be seized and sold.</p> <p>If you need more time to pay the modified penalty, you should contact the Approved Officer at the address below.</p> <p>Paying the modified penalty will not be regarded as an admission for the purposes of any civil or criminal court case.</p>	

	<p>If you want this matter to be dealt with by prosecution in court, sign and date here:</p> <p>_____ / /</p> <p>and post this notice to the Approved Officer at the address below within 28 days after the date of this notice.</p>	
How to pay	By post	<i>[Insert details for paying by post]</i>
	In person	<i>[Insert details for paying in person]</i>

Form 2 — Withdrawal of infringement notice

<i>Residential Parks (Long-stay Tenants Act) 2006</i>		Withdrawal no.
WITHDRAWAL OF INFRINGEMENT NOTICE		
Alleged offender	Name	
	Address	
Details of infringement notice	Infringement notice no.	
	Date of issue	
Alleged offence	Date or period	
	Time	
	Place	
	Details of offence	
	Written law contravened	
Approved Officer withdrawing notice	Name	
	Office	
	Signature	

Date	Date of withdrawal		
Withdrawal of infringement notice <i>[*Delete whichever is not applicable]</i>	<p>The above infringement notice issued against you for the above alleged offence has been withdrawn.</p> <p>If you have already paid the modified penalty for the alleged offence, you are entitled to a refund.</p> <ul style="list-style-type: none"> * Your refund is enclosed <p><i>or</i></p> <ul style="list-style-type: none"> * If you have paid the modified penalty but a refund is not enclosed, you may claim your refund by signing and dating this notice and posting it to: <p style="text-align: center;">Approved Officer — <i>Residential Parks (Long-stay Tenants) Act 2006</i></p> <p style="text-align: center;"><i>[Insert address]</i></p> 		
Your signature		Date	

Note: The heading to regulation 15 is to read:

Park liaison committee's prescribed functions (Act s. 61(2)(a)(iv))

Clerk of the Executive Council.