

1995—No. 411

RESIDENTIAL TENANCIES ACT 1987—REGULATION

(Residential Tenancies (Moveable Dwellings) Regulation 1995)

NEW SOUTH WALES



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HIS Excellency the Governor, with the advice of the Executive Council, and in pursuance of the Residential Tenancies Act 1987, has been pleased to make the Regulation set forth hereunder.

FAYE LO PO', M.P.,
Minister for Consumer Affairs.

PART 1—PRELIMINARY

Citation

1. This Regulation may be cited as the Residential Tenancies (Moveable Dwellings) Regulation 1995.

Commencement

2. This Regulation commences on 31 August 1995.

Definitions

3. In this Regulation:

“**campervan**” means a moveable dwelling (other than a caravan) that is designed so as to be registrable as a motor vehicle under the Traffic Act 1909, and includes a camper trailer;

“**caravan**” means a moveable dwelling that is designed so as to be registrable as a trailer under the Traffic Act 1909, but does not include a camper trailer;

“caravan park” means a caravan park the operation of which has been approved by a council under section 68 of the Local Government Act 1993;

“manufactured home” means a self-contained dwelling (that is, a dwelling that includes at least one kitchen, bathroom, bedroom and living area and that also includes toilet and laundry facilities), being a dwelling:

- (a) that comprises one or more major sections; and
- (b) that is not capable of being registered under the Traffic Act 1909,

and includes any associated structures that form part of the dwelling;

“manufactured home estate” means a manufactured home estate the operation of which has been approved by a council under section 68 of the Local Government Act 1993;

“moveable dwelling” has the same meaning as in the Local Government Act 1993;

“park manager” means a person who is the agent of a landlord under a residential tenancy agreement to which the Act applies under clause 7;

“park owner” means the landlord under a residential tenancy agreement to which the Act applies under clause 7;

“relocatable home” means a moveable dwelling that is not a tent, caravan or campervan and includes a manufactured home;

“resident” means the tenant under a residential tenancy agreement to which the Act applies under clause 7;

“the Act” means the Residential Tenancies Act 1987.

Application of Regulation

4. This Regulation applies to all residential tenancy agreements under which the residential premises consist of a site on which a moveable dwelling is situated or intended to be situated, or of a moveable dwelling and a site.

Code of practice applying to residential tenancies: sec. 3

5. Pursuant to the definition of “relevant code of practice” in section 3 of the Act, the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987 is declared to be a code of practice applying to residential tenancies.

Notes in this Regulation

6. Notes appearing in this Regulation are explanatory only and do not form part of this Regulation.

PART 2—APPLICATION OF ACT TO MOVEABLE DWELLINGS**General application of Act to moveable dwellings: sec. 7**

7. The Act applies to residential tenancy agreements under which the residential premises consist of a site on which a moveable dwelling is situated or intended to be situated, or of a moveable dwelling and a site, if the moveable dwelling occupied or intended to be occupied (whether or not it is comprised in the residential premises) is:

- (a) a relocatable home; or
- (b) a caravan, or campervan, with a rigid annexe attached to it.

Application of Act to certain caravans and campervans: sec. 7

8. (1) This clause applies to residential tenancy agreements under which the residential premises consist of a site on which a moveable dwelling is situated or intended to be situated, or a moveable dwelling and site, if the moveable dwelling occupied or intended to be occupied (whether or not it is comprised in the residential premises) is a caravan, or campervan, that does not have a rigid annexe attached to it.

(2) The Act does not apply to residential tenancy agreements to which this clause applies for the first 30 days of the occupation of the relevant residential premises unless the park owner and resident agree that the Act applies.

(3) The Act applies to the residential tenancy agreement after the first 30 days unless either the park owner or the resident has notified the other party that the Act is not to apply until a later date specified in the notification, but that date cannot be later than 60 days after the occupation commenced. If the occupation continues after the notified date the Act then applies to the residential tenancy agreement.

Payment of rates, taxes and charges: sec. 19

9. In its application to residential premises consisting of a site on which a moveable dwelling is situated or intended to be situated, or of a moveable dwelling and a site, section 19 of the Act is to be read as if the words “electricity, gas, excess water” were omitted and the words “excess water, where sites are individually metered by the relevant water supply authority, electricity, gas” were inserted instead.

Park owner's access to residential premises: sec 24

10. In its application to residential premises consisting of a site on which a moveable dwelling is situated or intended to be situated, or of a moveable dwelling and a site, and where electricity, water or gas is supplied to the resident by the park owner, section 24 (1) of the Act is to be read as if

- (a) the following paragraph were inserted after section 24 (1) (a):
 - (a1) to inspect and read any electricity, water or gas meter situated on the residential premises; and
- (b) the matter “(a1)” were inserted in section 24 (2) after the matter “subsection (1)”.

Urgent repairs: sec. 28

11. Section 28 of the Act does not apply to residential tenancy agreements under which the residential premises consist only of a site on which a moveable dwelling is situated or intended to be situated.

Locks and other security devices: sec. 29

12. Section 29 of the Act does not apply to residential tenancy agreements under which the residential premises consist only of a site on which a moveable dwelling is situated or intended to be situated.

Rent receipts: sec. 40

13. In its application to residential tenancy agreements under which the residential premises consist of a site on which a moveable dwelling is situated or intended to be situated, or a moveable dwelling and a site, and which are situated in a caravan park or manufactured home estate, section 40 of the Act is to be read as if section 40 (3) (a), (b), (c) and (d) were omitted and the following paragraphs inserted instead:

- (a) the name and address of the caravan park or manufactured home estate, and the number of the site;
- (b) whether the resident is in debit or credit as at the date of payment and by what amount.

Exemptions relating to rent records

14. (1) A park owner under a residential tenancy agreement is exempted from the operation of sections 40 and 41 (2) of the Act if

- (a) the rent payable under the agreement is deducted by the park owner from the salary or wages of the resident; and

(b) a record of the amount deducted as rent is given to the resident at the time the deduction is made.

(2) Such a record may be in the form of a pay advice slip but, if the pay advice slip does not specify the period for which the rent is paid, the exemption does not apply unless the park owner, on the request of the resident, makes information concerning that period available to the resident.

PART 3—RESIDENTIAL TENANCY AGREEMENTS

Standard form of residential tenancy agreement: sec. 8

15. (1) The standard form of residential tenancy agreement is:

- (a) in the case of an agreement which creates a tenancy for a term of up to 3 years and is a residential site agreement to which Schedule 3 to the Act applies—the form set out in Schedule 1; or
- (b) in the case of an agreement which creates a tenancy for a term exceeding 3 years and is a residential site agreement to which Schedule 3 to the Act applies—the form set out in Schedule 2; or
- (c) in the case of an agreement which creates a tenancy for a term of up to 3 years and is a moveable dwelling agreement—the form set out in Schedule 3; or
- (d) in the case of an agreement which creates a tenancy for a term exceeding 3 years and is a moveable dwelling agreement—the form set out in Schedule 4.

(2) The standard form of residential tenancy agreement set out in Schedule 2 or 4 for residential premises that are not Crown reserves must be in a form approved by the Registrar-General for registration under the Real Property Act 1900.

(3) When this Regulation is amended by altering, adding or substituting a standard form of residential tenancy agreement, the amendment does not apply to a residential tenancy agreement entered into before the commencement of the amendment.

(4) In this clause:

“moveable dwelling agreement” means a residential tenancy agreement for premises that consist of a site on which a moveable dwelling is situated or intended to be situated, or of a moveable dwelling and a site, but does not include a residential site agreement to which Schedule 3 to the Act applies;

“residential site agreement” means a residential tenancy agreement under which the park owner grants to the resident a right to install:

(a) a relocatable home; or

(b) a caravan, or campervan, with a rigid annexe attached to it, on a residential site (being a relocatable home, caravan or campervan owned by the resident) and to use it as a residence, whether or not the right is a right of exclusive occupation.

Note: Schedule 3 to the Act applies to all residential site agreements other than the following:

- (a) an agreement made in good faith for the purpose of giving a person a right to install a dwelling on a residential site and to use the dwelling as a residence, for a period of not more than 2 months, for the purpose of a holiday;
- (b) an agreement under which the resident is a person whose principal place of residence is elsewhere than the residential site;
- (c) an agreement with respect to land within a Crown reserve entered into after the commencement of the Schedule, other than an agreement arising from a lease or licence under section 102 of the Crown Lands Act 1989 to which the Minister administering the Act has granted consent;
- (d) an agreement with respect to land within a National Parks and Wildlife reserve.

Provision of information to resident

16. (1) At or before the time of entering into a residential tenancy agreement the park owner must provide the resident with a copy of the publication entitled “Caravan Park Living” prepared by the Office of Real Estate Services, dated September 1995 and available from the Department of Consumer Affairs.

Maximum penalty: 1 penalty unit.

(2) It is sufficient compliance with this clause if the park manager provides the resident with a copy of that publication.

Condition report: sec. 8 (4)

17. (1) The condition report relating to the condition of residential premises contained or referred to in a standard form of residential tenancy agreement:

- (a) must be completed by or on behalf of the park owner at or before the time the agreement is given to the resident for signing; and
- (b) must be given in duplicate by the park owner to the resident at or before the time that the resident signs the agreement.

(2) The resident must complete and give one copy of the condition report to the park owner not later than 7 days after receiving it.

(3) At, or as soon as reasonably practicable after, the termination of a residential tenancy agreement entered into in the standard form, both the park owner and resident must complete the copy of the condition report retained by the park owner or the resident under this clause, in the presence of the other party.

(4) It is not a breach of subclause (3) for the condition report to be completed in the absence of the other party if the party completing the report has given the other party a reasonable opportunity to be present when it is completed.

Exemptions from obligation to include a condition report

18. The following classes of residential tenancy agreements are exempt from the operation of section 8 (4) of the Act (which requires a prescribed standard form of residential tenancy agreement to include a condition report):

- (a) a residential tenancy agreement that creates a tenancy for a term of more than 3 years;

Note: The registrable standard forms of residential tenancy agreements that create tenancies for a term of more than 3 years do not include a condition report, but the standard forms (set out in Schedules 2 and 4) require such a condition report, which must be completed in the usual manner. The condition report does not have to be registered.

- (b) a residential tenancy agreement which is a renewed agreement (that is, an agreement made on or before the termination of a previous agreement entered into by the same resident in respect of the same residential premises) where:
- (i) that or any other previous residential tenancy agreement entered into by the resident included a condition report for the premises; and
 - (ii) the renewed agreement provides for such a condition report to form part of the renewed agreement; and
 - (iii) the tenant's occupation of the premises has been continuous since entering into occupation of the premises under the agreement that included that condition report.

PART 4—FEES, COSTS AND CHARGES

Maximum fees payable by resident: sec. 12

19. For the purposes of section 12 of the Act, the maximum amount payable by a resident for the costs of preparation of a written residential tenancy agreement and for any other charges (other than stamp duty) payable by, the resident in respect of the agreement is:

- (a) in the case of an agreement creating a tenancy exceeding 3 years that is registered under the Real Property Act 1900—the fee prescribed under that Act to register the dealing plus \$15; or
- (b) in any other case, \$15.

Prescribed charges not payable by park owner: sec. 19

20. (1) For the purposes of section 19 of the Act, the prescribed charges are any of the following charges:

- (a) any charges for pumping out a septic system used in connection with the residential premises, other than charges included in rates made under the Local Government Act 1993;
- (b) any charges for water used in connection with the residential premises (in addition to charges for excess water) for which the resident has agreed to pay under the terms of the residential tenancy agreement, but only if the charge is calculated according to the metered amount of water consumed and there is no minimum rate chargeable;
- (c) any excess garbage or sanitary charges relating to the resident's use of the residential premises.

(2) This clause does not apply to a residential tenancy agreement entered into before the commencement of this clause. When this clause is amended, the amendment does not apply to a residential tenancy agreement entered into before the commencement of the amendment.

Reservation fees: sec. 36

21. (1) For the purposes of section 36 of the Act, the circumstances in which a person may require or receive a reservation fee from a prospective resident (but not from a resident) are circumstances in which the following conditions are satisfied:

- (a) the fee does not exceed one week's rent of the residential premises concerned (based on the proposed rent under the proposed residential tenancy agreement);
- (b) no other reservation fee has been received for the residential premises;
- (c) a receipt containing the following particulars is given to the person who pays the reservation fee by the person who receives it:
 - (i) the name of the person who receives the payment or on whose behalf the payment is received;
 - (ii) the name of the person making the payment or on whose behalf the payment is made;

- (iii) the address of the residential premises in respect of which the payment is made;
 - (iv) the date on which the payment is received;
 - (v) the amount of the payment;
- (d) the person who requires or receives the reservation fee gives the person paying the fee a written acknowledgment that:
- (i) the premises will not be let during a specified period, pending the making of a residential tenancy agreement; and
 - (ii) if the park owner has not decided not to enter into a residential tenancy agreement in the agreed terms for the residential premises concerned during that period, the whole of the fee will be refunded; and
 - (ii) if the entering into of the residential tenancy agreement is conditional on the park owner carrying out repairs or other work and the park owner does not carry out the repairs or other work during the specified period, the whole of the fee will be refunded; and
- if the prospective resident decides not to enter into such an agreement, and the premises were not let or otherwise occupied during the period they were reserved, the park owner may retain so much of the fee as is equal to the amount of rent that would have been paid during the period the premises were reserved (based on the proposed rent) but is required to refund the remainder (if any) of the fee; and
- (v) if a residential tenancy agreement is entered into, the fee is to be paid towards rent for the residential premises concerned.

(2) A reservation fee must not be required of a person who is a resident in respect of the residential premises and must not be received from such a person.

(3) In this clause:

“reservation fee” means an amount paid or required to be paid by a prospective resident, or any person on behalf of a prospective resident, in consideration for not letting residential premises pending the making of a residential tenancy agreement.

Fees for caravan park or manufactured home estate residents: sec. 37

22. (1) For the purposes of section 37 of the Act, the following fees may be required or received from the resident of a site in a caravan park, or manufactured home estate, on which a moveable dwelling is situated, but only if the residential tenancy agreement specifies that such fees are payable by the resident and specifies the amount of any such fees:

- (a) reasonable visitors fees;
- (b) refundable deposits for any boom gate key, or park vehicular entrance access device, issued to the resident, not exceeding \$15 for each key or device issued;
- (c) security deposits or charges payable in advance, as the case may be, for the supply of any gas, electricity or telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority.

(2) Visitors fees may not be required or received from a resident of residential premises that consist of a site within a caravan park or manufactured home estate on which a moveable dwelling is situated:

- (a) if the moveable dwelling contains its own bathroom facilities; or
- (b) if the communal bathroom facilities for the park or estate are charged for on a “user pays” basis.

(3) For the purposes of section 37 of the Act, the park owner or the resident of a site on which a moveable dwelling is situated that is individually metered for electricity, but not by the relevant supply authority, may require or receive an amount for electricity used by the resident, being an amount not exceeding the published domestic tariff of the relevant electricity supply authority for the site.

(4) In this clause:

“**bathroom facilities**” means self-contained facilities incorporating a toilet and a bathtub or a shower, or both;

“**visitors fee**” means a charge levied by the owner of a caravan park or manufactured home estate for guests of a resident residing in the manufactured home estate or caravan park who stay overnight.

PART 5—DISPOSAL OF GOODS LEFT BY RESIDENT
(sec. 79)

Uncollected goods

23. Goods that have been left on residential premises by the resident after the resident vacates the premises become “uncollected goods” for the purposes of this Part when the resident vacates the premises unless

the resident vacates the premises before the residential tenancy agreement is terminated, in which case the goods become uncollected goods when the agreement is terminated. Uncollected goods may be disposed of as provided by this Part, but only if the requirements of this Part are complied with.

Options available to the park owner when goods not collected

24. (1) Uncollected goods that have not been removed from the residential premises by the resident within 2 working days after they become uncollected goods are to be dealt with as provided by this clause.

(2) The goods are to be stored in a safe place by the park owner unless the goods are disposed of as authorised by this clause.

(3) If the goods are perishable foodstuffs, the park owner may remove and destroy or otherwise dispose of the goods.

(4) If the park owner is reasonably of the opinion that it would cost more to remove, store and sell the goods than the goods are worth, the park owner may remove and destroy or otherwise dispose of the goods.

(5) If the residential premises consist of a moveable dwelling site, and the goods left on the premises include a moveable dwelling, the park owner may store any other goods in the moveable dwelling and may store the moveable dwelling on the site.

(6) In this clause:

“**working day**” means any day that is not a Saturday, Sunday or public holiday.

Notice to resident that goods are in storage

25. (1) When goods are stored by the park owner, the park owner must give the resident written notice that the goods have been stored. The notice must also be published in a newspaper circulating generally throughout the State. The notice must be given and published within 7 days after the goods are stored.

(2) The notice may (in addition to any other way in which it may be given) be given to the resident by being sent by post to the resident at the last forwarding address known to the park owner.

(3) The notice may instead of being given to the resident be given to a representative nominated by the resident before the resident vacated the residential premises.

- (4) The notice must contain the following:
- (a) the park owner's name and address, or an address at which the goods can be claimed;
 - (b) the resident's name;
 - (c) the address of the residential premises;
 - (d) a description of the goods;
 - (e) a statement that, on or after a specified date, the goods will be sold by public auction unless they are first claimed and the reasonable costs of removal and storage are paid;
 - (f) a statement that the park owner will retain out of the proceeds of the sale of the goods the reasonable costs of removal, storage and sale.

Uncollected goods may be auctioned

26. (1) As soon as practicable after uncollected goods have been stored by the park owner in accordance with this Part for 30 days, the park owner is to cause them to be sold by public auction.

(2) The park owner is required to account to the resident for the balance of the proceeds of the sale of the goods after deduction of the reasonable costs of removal, storage and sale of the goods.

Claiming uncollected goods

27. (1) A person who is entitled to possession of goods left on residential premises may claim the goods at any time before they are destroyed, sold or otherwise disposed of under this Part.

(2) The park owner must deliver up the goods to a person who claim them if the park owner is satisfied that the person is entitled to claim them.

(3) The park owner is entitled to require payment of the park owner's costs and expenses actually incurred in the removal and storage of goods (not exceeding a reasonable amount for those costs and expenses), before delivering goods to a person under this clause.

(4) If a claim is for some but not all of the goods, and the remaining goods are worth enough to cover the reasonable costs of removal and storage of all of the goods, the park owner must deliver up the claimed goods to the claimant without requiring payment of the park owner's reasonable costs of removal and storage of the claimed goods.

PART 6—SERVICE**Service of documents generally: sec. 130**

28. (1) This clause applies to all notices or other documents (including summonses but not including notices of termination) required to be given under the Act, this Regulation or the Residential Tenancies (Tribunal) Regulation 1995.

(2) For the purposes of section 130 (1) of the Act, a notice or other document required to be given under the Act to a resident may be given by sending it by post to the resident's usual place of business or employment.

(3) For the purposes of section 130 (2) of the Act, a notice or other document required to be given under the Act to a park owner may be given by sending it by post or by facsimile transmission to the usual place of business of the park manager under the residential tenancy agreement.

(4) A notice or other document required to be given to a person other than a park owner or resident may be given:

- (a) by delivering it personally to the person; or
- (b) by sending it by post to the person's usual place of residence or business or employment; or
- (c) in such other manner as may be approved by the Residential Tenancies Tribunal.

Service of notices of termination: sec. 130 (4)

29. (1) For the purposes of section 130 (4) of the Act, a notice of termination given under the Act to a resident may be given:

- (a) by delivering it personally to the resident or a person apparently of or above the age of 16 years by whom the rent payable by the resident is ordinarily paid; or
- (b) by delivering it to the residential premises occupied by the resident and by leaving it there with some person apparently of or above the age of 16 years for the resident; or
- (c) by sending it by post to the residential premises occupied by the resident.

(2) For the purposes of section 130 (4) of the Act, a notice of termination given under the Act to a park owner may be given:

- (a) by delivering it personally to the park owner, the park manager under the residential tenancy agreement or a person apparently of or above the age of 16 years to whom the rent payable to the park owner is ordinarily paid; or

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- (b) by sending it by post to the park owner’s usual place of residence or business or employment; or
- (c) by sending it by post or facsimile transmission to the usual place of business of the park manager under the residential tenancy agreement.

SCHEDULE 1

(Cl. 15 (1) (a))

STANDARD FORM RESIDENTIAL SITE AGREEMENT (WHERE TENANCY IS FOR A TERM OF 3 YEARS OR LESS)

This agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report for the residential site.

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager must give the resident a copy of “Caravan Park Living”. That book explains both parties’ rights and obligations under this agreement.
3. The park owner is required to give the resident a copy of this agreement for the resident to keep.

PART 1

TERMS OF AGREEMENT

THIS AGREEMENT is made on/...../..... at N.S.W.

BETWEEN

PARK OWNER:

(Name/s) (A.C.N.)

(Address)

(Name of park manager) (A.C.N.)

(Address)

.....

AND

RESIDENT:

(Name/s)

Other people who will ordinarily live at the residential site may be listed here (*cross out if not needed*):

RESIDENTIAL SITE:

The park owner gives the resident the right to occupy site No. at

and the following parking space and storeroom (*cross out if not needed*)

Size of site (*cross out if not needed*):

No more than persons may ordinarily live at the residential site at any one time.

RENT

The rent is \$ payable every starting on /..... /.....

The resident must pay in advance on the of every

The rent must be paid:

- (a) to the park owner, or the park manager, at
- ; OR
- (b) at any other reasonable place the park owner names in writing; or
- (c) into the following account
- or any other account nominated by the park owner.

Payment must be made by the following method (*e.g. in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

TERM:

The term of this agreement is, beginning on /..... /..... and ending on /..... /.....

CONTINUATION:

At the end of the term the resident can stay on the residential site at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND (*cross out if there is not going to be a bond*)

A rental bond of \$ must be paid by the resident to the park owner or the park manager on or before signing this agreement.

THE AGREEMENT**1. The park owner agrees** to give the resident:

- 1.1** a copy of this agreement at or before the time the agreement is signed and given by the resident to the park owner or a person on the park owner's behalf; and
- 1.2** a copy of the agreement signed by both the park owner and the resident as soon as reasonably practicable.

RENT**2. The resident agrees** to pay rent on time.

3. The park owner agrees to provide a receipt for any rent paid to the park owner or to ensure that the park manager provides a receipt for any rent paid to the park manager. If the rent is not paid in person, the park owner agrees only to make the receipt available for collection by the resident or to post it to the resident. (The park owner is not required to provide or make available a receipt if rent is paid into the park owner's account.)

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**4. The park owner agrees** to pay:

- 4.1** Council rates; and
- 4.2** for water, other than water that the resident has agreed to pay for under clauses 5.3 and 5.4 of this agreement; and
- 4.3** land taxes; and
- 4.4** the cost of installing any meters to measure the supply of water, electricity or gas; and
- 4.5** charges under any other Act for the residential site.

5. The resident agrees to pay:

- 5.1** for electricity if the site is individually metered by the electricity supply authority or, if the site is individually metered but not by the electricity supply authority, for charges in respect of electricity at a rate not greater than the published domestic tariff of the electricity supply authority; and
- 5.2** for gas; and
- 5.3** for excess water, if the site is individually metered by the relevant water supply authority; and

- 5.4 any other charge for water set out in the additional terms of this agreement if the site is individually metered, the charge for water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable; and
- 5.5 any excess garbage or sanitary charges; and
- 5.6 for pumping out a septic system; and
- 5.7 refundable deposits for any boom gate key or park vehicular entrance access device, issued to the resident, not exceeding \$15 for each key or device issued (if such deposits are permitted by the regulations); and
- 5.8 security deposits or charges payable in advance, as the case may be, for the supply of any gas, electricity or telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority (if such deposits or charges are permitted by the regulations).

POSSESSION OF THE RESIDENTIAL SITE

6. The park owner agrees:

- 6.1 to make sure the residential site is vacant so the resident can move in on the date agreed; and
- 6.2 there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the residential site cannot be used as the site of a residence for the term of this agreement.

RESIDENT'S RIGHT TO QUIET ENJOYMENT

7. The park owner agrees:

- 7.1 that the resident will have quiet enjoyment of the residential site without interruption by the park owner or any person claiming by, through or under the park owner or having superior title to that of the park owner; and
- 7.2 that the park owner or the park manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the resident in using the residential site.

OFFENSIVE BEHAVIOUR

8. The resident agrees not to unreasonably interfere with:

- 8.1 the privacy, peace and quiet of the other residents of the residential park; or
- 8.2 the proper use and enjoyment of the residential park by the other residents of the residential park.

USE OF THE RESIDENTIAL SITE

9. The resident agrees:

- 9.1 not to use the residential site, or cause or permit the residential site to be used, for any illegal purpose; and
- 9.2 not to cause or permit a nuisance.

OBSERVANCE OF PARK RULES

10. The resident agrees not to contravene any park rules for the residential park.

BEHAVIOUR OF OTHER RESIDENTS

11. The park owner agrees to take all reasonable steps to ensure that the park owner's other residents:

11.1 do not unreasonably interfere with:

11.1.1 the privacy, peace and quiet of the other residents of the residential park; or

11.1.2 the proper use and enjoyment of the residential park by the other residents of the residential park; and

11.2 do not contravene any park rules for the residential park.

PARK OWNER'S ACCESS TO THE RESIDENTIAL SITE

12. The park owner, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may only enter the residential site in the following circumstances:

12.1 in an emergency; or

12.2 if the Residential Tenancies Tribunal so orders; or

12.3 if there is good reason for the park owner to believe the residential site is abandoned; or

12.4 to inspect the residential site, if the resident gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months); or

12.5 to carry out necessary repairs, if the resident gets 2 days' notice on each occasion; or

12.6 to show the residential site (but not any moveable dwelling on the site) to prospective buyers or mortgagees on a reasonable number of occasions, if the resident gets reasonable notice on each occasion; or

12.7 to show the residential site to prospective residents on a reasonable number of occasions if the resident gets reasonable notice on each occasion. This is only allowed during the last 14 days of the agreement; or

12.8 if electricity, water or gas is supplied to the resident by the park owner, to inspect and read an electricity, water or gas meter situated on the residential site; or

12.9 if the resident agrees.

13. If a person has power to enter the residential site under clause 12.4, 12.5, 12.6, 12.7 or 12.8 of this agreement the person:

13.1 must not enter the residential site on a Sunday or a public holiday, unless the resident agrees; and

13.2 may enter the residential site only between the hours of 8.00 a.m. and 8.00 p.m., unless the resident agrees to another time.

14. Except in an emergency, a person other than the park owner or the park manager must produce to the resident the park owner's or the park manager's written permission to enter the residential site.

CLEANLINESS, REPAIRS AND DAMAGE TO THE RESIDENTIAL SITE

15. The park owner agrees to make sure the residential site is reasonably clean and fit to live in.

16. The resident agrees:

16.1 to keep the residential site reasonably clean; and

16.2 to notify the park owner as soon as practicable of any damage to the residential site; and

16.3 not to intentionally or negligently cause or permit any damage to the residential site; and

16.4 when the agreement ends, to leave the residential site as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential site that forms part of this agreement; and

Note: The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:

- the agreement is a renewed agreement; and
- the park owner and resident have agreed that clause 28 of this agreement applies; and
- a date has been inserted in clause 28, in which case the specified earlier condition report forms part of this agreement.

16.5 to ensure that the moveable dwelling complies with any provisions of the Local Government (Approvals) Regulation 1993 with which it is required to comply.

ALTERATIONS AND ADDITIONS TO THE RESIDENTIAL SITE**17. The resident agrees:**

17.1 not to attach any fixture or renovate, alter or add to the residential site without the park owner's written permission; and

17.2 not to remove, without the park owner's written permission, any fixture attached by the resident; and

17.3 to notify the park owner of any damage caused by removing any fixture attached by the resident; and

17.4 to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks.

18. The park owner agrees to compensate the resident as soon as possible for the value of a fixture attached by the resident if the park owner refuses to allow its removal.

RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

19. The resident agrees to be responsible to the park owner for any act or omission by any person the resident allows on the residential site who breaks any of the terms of the agreement.

RIGHT TO ASSIGN OR SUB-LET**20. The park owner agrees:**

- 20.1** that the resident may, with the prior consent of the park owner assign the whole or part of the resident's interest under the agreement or sub-let the residential site; and
- 20.2** that the park owner may not unreasonably withhold or refuse consent to the assignment or subletting; and
- 20.3** that the park owner will not make any charge for giving such a consent, otherwise than for the park owner's reasonable expenses in giving consent.

PARK OWNER'S CHANGE OF ADDRESS**21. The park owner agrees:**

- 21.1** if the residential address of the park owner changes (and the park owner has not appointed a park manager), to give the resident notice in writing of the change within 14 days; and
- 21.2** if the name or business address of the park manager changes or the park owner appoints a park manager, to give the resident notice in writing of the change or the park manager's name or business address, as appropriate, within 14 days; and
- 21.3** if the park owner or park manager is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the resident notice in writing of the change within 14 days.

SIGN ADVERTISING SALE OF MOVEABLE DWELLING

22. The park owner agrees that the resident may display a "for sale" sign within the resident's moveable dwelling.

23. The resident agrees to notify the park owner of the resident's intention to sell the moveable dwelling before displaying any "for sale" sign. (*Additional terms may be agreed to, dealing with the size of the sign, the display of the sign outside the moveable dwelling, etc.*)

MITIGATION OF LOSS

24. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the resident breaches this agreement the park owner will not be able to claim damages for loss which could have been avoided by reasonable effort by the park owner.)

RENTAL BOND

25. The park owner agrees that where the park owner or the park manager apply to the Rental Bond Board or the Residential Tenancies Tribunal for payment of the whole or part of the rental bond to the park owner, then the park owner or the park manager will provide the resident with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

PROVISION OF COPY OF PARK RULES

26. The park owner agrees to give the resident a copy of the park rules at or before the time this agreement is signed and given by the resident to the park owner or a person on the park owner's behalf. (The park rules are those rules with which residents of the caravan park are expected by the park's owner or manager to comply. They cannot be changed unless the change is in accordance with the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987.)

DISCLOSURE OF INFORMATION

27. The resident confirms that the questions and answers attached to this agreement are the same as those questions and answers given to the resident by the owner of the caravan park before the resident signed this agreement, in accordance with the disclosure provisions of the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987 and, in particular, Schedule A to that Code of Practice.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

28. The park owner and resident agree that the condition report included in a residential site agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) *both the park owner and resident agree to the terms; and*
- (b) *they do not conflict with the Residential Tenancies Act 1987 or any other Act; and*
- (c) *they do not conflict with the standard term of this agreement.*

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

ADDITIONAL TERM ABOUT WATER (*Cross out this clause if it is not applicable*)

29. The resident agrees to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3) where the dwelling or site is individually metered, the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

NOTES**Definitions**

1. In this agreement:

“park manager” means a person who acts as the agent of the park owner and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential sites; or
- (b) the collection of rents payable for any tenancy of a residential site;

“park owner” means the person who grants the right to occupy a residential site under this agreement, and includes the person’s heirs, executors, administrators and assigns;

“park rules” means the rules with which residents of a residential park are expected by its owner to comply;

“regulations” means regulations under the Residential Tenancies Act 1987;

“rental bond” means money paid by the resident as security to carry out this agreement;

“resident” means the person who has the right to occupy a residential site under this agreement, and includes the person’s heirs, executors, administrators and assigns;

“residential park” means a caravan park or manufactured home estate;

“residential site” means a site within a residential park that is used, or is intended to be used, for the installation of a dwelling;

“tenancy” means the right to occupy a residential site under this agreement.

Termination of an agreement by the resident

2. This agreement can be terminated by the resident if the resident gives at least **30 days** written notice to the park owner. The notice cannot be given before the expiry of any fixed term period of this agreement.

Termination of an agreement by the park owner

3. (1) This agreement can be terminated by the park owner but only in limited circumstances.

(2) A notice of termination may only be given to a resident who rents a site for the following reasons:

- (a) if the resident is more than 14 days in arrears of rent (in which case the resident must be given at least 14 days to vacate the site);
- (b) if the resident seriously or persistently breaches any term of the tenancy agreement (in which case the resident must be given at least 14 days to vacate the site);
- (c) if the dwelling is considered by the park owner to be in a seriously dilapidated condition (in which case the resident must first be given a warning notice to fix up the dwelling within 90 days, and a second **30 days’** notice if they do not comply with the first warning. If the dwelling is still dilapidated, a termination notice with at least **60 days’** notice may be given);

- (d) if the site is to be used, whether by the park owner or some other person, for a purpose other than as a residential site (in which case a minimum 180 days' termination notice must be given, or 12 months for Crown reserves). A resident cannot be requested to move out for this reason before the end of any remaining fixed term period of this agreement);
- (e) if the park owner needs vacant possession of the site to comply with a requirement (e.g. by a local council) to carry out repairs or upgrading to the site (in which case the resident must be given at least 90 days' termination notice). A resident cannot be requested to move out before the end of any remaining fixed term period of this agreement).

(3) A park owner may request that a resident relocate to another site within the park or some other park operated by the owner close by, or the parties may agree to relocate. At least 90 days' notice must be given if a resident is requested to relocate, but it cannot be given before the end of any remaining fixed term period of this agreement. The resident relocates under the same terms and conditions (e.g. rent) that applied to the previous site.

Notices of termination

4. (1) A notice of termination must:
- (a) be in writing; and
 - (b) state the address of the residential site; and
 - (c) be signed and dated; and
 - (d) allow the required period of time; and
 - (e) give the date the resident intends to, or is requested to, move out on; and
 - (f) give the reasons for ending the agreement (if any); and
 - (g) be properly given.

(2) If the notice is given by a park owner or park manager, the notice must state that "information about the resident's rights and obligations can be found in the tenancy agreement".

How Notices are properly given

5. (1) A notice of termination **given to a resident** may be:
- (a) posted to the resident's residence; or
 - (b) given to the resident personally; or
 - (c) given to a person aged over 16 who normally pays the rent; or
 - (d) given to a person aged over 16 at the residential site to pass on to the resident.
- (2) A notice of termination **given to a park owner** may be:
- (a) posted to the park owner's residence; or
 - (b) given to the park owner (or to the park manager) personally; or
 - (c) posted or faxed to the park manager's place of business; or
 - (d) given to a person aged over 16 who normally collects the Pent.

Compensation

6. Compensation is payable to a resident who has to vacate premises because of a change of use, repairs or upgrading, and to a resident who has to relocate.

Vacant possession

7. A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the premises to the park owner, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Residential Tenancies Tribunal if the resident does not vacate when required.

Warning

8. It is an offence for any person to obtain possession of the premises without an order of the Residential Tenancies Tribunal, if the resident does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

Rent increases

9. (1) The park owner cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.

(2) The resident must get **60 days'** notice in writing if the park owner wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the park owner and resident subsequently agree to a lesser increase than in the notice, the park owner does not need to give a further **60 days'** notice.

(3) The resident can apply to the Residential Tenancies Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rents for similar premises in similar locations.

(4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Tribunal for an order that the rent is excessive.

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT
(INCLUDING THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.**

SIGNED BY THE PARK OWNER

in the presence of
(Name of witness)

.....
(Signature of park owner)

.....
(Signature of witness)

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of “Caravan Park Living”:

.....
(Signature of resident)

PART 2

RESIDENTIAL SITE CONDITION REPORT

ADDRESS OF RESIDENTIAL SITE:
.....

HOW TO COMPLETE

1. Three copies of this condition report are filled out and signed by the park owner or the park manager.
2. The park owner or the park manager records the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing “Y” (YES) or “N” (NO) in the appropriate column.
3. Two copies of the report which have been filled in and signed by the park owner or the park manager are given to the resident at or before the time of entering into the agreement. The landlord keeps the third.
4. The resident indicates agreement or disagreement with the condition indicated by the park owner or park manager by placing “Y” (YES) or “N” (NO) in the appropriate columns.
5. The resident returns one copy of the completed condition report to the park owner or park manager and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the park owner and resident should complete the copy of the condition report that they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

CONDITION REPORT

Condition of premises at start					Condition of premises at end				
Clean	Undam- aged	Working	Tenant Agrees	Comments	Clean	Undam- aged	Working	Tenant Agrees	Comments
SITE									
Exclusive facilities e.g. ensuite									
landscaping									
driveway									
storeroom/ shed									
site slab (concrete)									
service facilities									
general appearance									
utility services: e.g. water electricity gas TV aerial connection									
Park owner/park manager Signature									
Resident's Signature									
Date 19									

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PARK OWNER'S PROMISE TO UNDERTAKE WORK *(Cross out if not needed)*

The park owner agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

.....
.....
.....

The park owner agrees to complete that work by

Park owner/park manager
Signature

Resident's
Signature

Date 19

Note: Further items and comments may be added on a separate sheet signed by the park owner/park manager and the resident and attached to this report.

SCHEDULE 2

**STANDARD FORM RESIDENTIAL SITE AGREEMENT (WHERE
TENANCY IS FOR A TERM EXCEEDING 3 YEARS)**

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager must give the resident a copy of “Caravan Park Living”. That book explains both parties’ rights and obligations under this agreement.
3. The park owner is required to give the resident a copy of this agreement for the resident to keep.

PART 1

TERMS OF AGREEMENT

THIS AGREEMENT is made on/...../..... **at** N.S.W.

BETWEEN

PARK OWNER:

(Name/s) (A.C.N.)

(Address)
.....

(Name of park manager) (A.C.N.)

(Address)
.....

AND

RESIDENT:

(Name/s)

Other people who will ordinarily live at the residential site may be listed here (*cross out if not needed*):

RESIDENTIAL SITE:

The park owner gives the resident the right to occupy site No. at

.....

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and the following parking space and storeroom (*cross out if not needed*)

Size of site (*cross out if not needed*):

No more than persons may ordinarily live at the residential site at any one time.

RENT

The rent is \$ payable every starting on / /

The resident must pay in advance on the of every

The rent must be paid:

(a) to the park owner, or the park manager, at

..... ; or

(b) at any other reasonable place the park owner names in writing; or

(c) into the following account, or any other account nominated by the park owner.

Payment must be made by the following method (e.g. in cash, by cheque, by bank account deposit or by any other method agreed to and set out here)

TERM:

The term of this agreement is, beginning on/...../..... and ending on/...../.....

CONTINUATION:

At the end of the term the resident can stay on the residential site at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND (*cross out if there is not going to be a bond*)

A rental bond of \$ must be paid by the resident to the park owner or the park manager on or before signing this agreement.

THE AGREEMENT

1. The park owner agrees to give the resident:

- 1.1 a copy of clauses 2–25 (clause 16.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the Residential Tenancies (Moveable Dwellings) Regulation 1995, before the time this agreement is signed and given by the resident to the park owner or a person on the park owner’s behalf; and

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- 1.2** a copy of the notes and any additional information relating to interpreter services forming part of that standard form agreement (other than Part 2 of that standard form), before the time this agreement is signed and given by the resident to the park owner or a person on the park owner's behalf; and
- 1.3** a copy of this agreement at or before the time the agreement is signed and given by the resident to the park owner or a person on the park owner's behalf; and
- 1.4** a copy of the agreement signed by both the park owner and the resident, as soon as reasonably practicable.

TERMS OF THIS AGREEMENT

2. The park owner and resident agree that clauses 2–25 (clause 16.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the Residential Tenancies (Moveable Dwellings) Regulation 1995 are terms of this agreement as if they were set out in this agreement.

AGREEMENT TO PREPARE CONDITION REPORT

3. The park owner agrees to prepare and complete a condition report in respect of the residential site as required by this clause (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5).

The park owner agrees:

- 3.1** to prepare, or to ensure that the park manager prepares, 3 copies of a condition report in the same form as that set out in Part 2 of Schedule 1 to the Residential Tenancies (Moveable Dwellings) Regulation 1995; and
- 3.2** to ensure that the park manager completes, all relevant sections of the report, including the section headed "SITE"; and
- 3.3** to give 2 copies of the report to the resident at or before the time of entering into the agreement.

4. The resident agrees to do the following (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 5 of this agreement applies and a date has been inserted in clause 5):

- 4.1** to indicate on that report the resident's agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate column;
- 4.2** to return a copy of the completed condition report to the park owner or park manager within 7 days of receiving the report.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

5. The park owner and resident agree that the condition report included in a residential site agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

CONDITION OF RESIDENTIAL SITE

6. The resident agrees, when this agreement ends, to leave the residential site as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the site that forms part of this agreement. If the condition report for the site is one referred to in clause 5, the condition of the site noted in that report is to be adjusted to take account of fair wear and tear since that report was completed.

PROVISION OF COPY OF PARK RULES

7. The park owner agrees to give the resident a copy of the park rules at or before the time this agreement is signed and given by the resident to the park owner or a person acting on the park owner's behalf. (The park rules are those rules with which residents of the caravan park are expected by the park's owner or manager to comply. They cannot be changed unless the change is in accordance with the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987.)

DISCLOSURE OF INFORMATION

8. The resident confirms that the questions and answers attached to this agreement are the same as those questions and answers given to the resident by the owner of the caravan park before the resident signed the agreement, in accordance with the disclosure provisions of the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987 and, in particular, Schedule A to that Code of Practice.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) both the park owner and resident agree to the terms; and*
- (b) they do not conflict with the Residential Tenancies Act 1987 or any other Act; and*
- (c) they do not conflict with the standard terms of this agreement.*

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

ADDITIONAL TERM ABOUT WATER *(Cross out this clause if it is not applicable)*

9. The resident agrees to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3 of the agreement set out in Schedule 1 to the Residential Tenancies (Moveable Dwellings) Regulation 1995) where the site is individually metered, the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

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THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE PARK OWNER

in the presence of
(Name of witness)

.....
(Signature of park owner)

.....
(Signature of witness)

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of "Caravan Park Living":

.....
(Signature of resident)

SCHEDULE 3

(Cl. 15 (1) (c))

STANDARD FORM MOVEABLE DWELLING AGREEMENT (WHERE TENANCY IS FOR A TERM OF 3 YEARS OR LESS)

This Agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report for the residential premises.

IMPORTANT

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager must give the resident a copy of "Caravan Park Living". That book explains both parties' rights and obligations under this agreement.

- 3. The park owner is required to give the resident a copy of this agreement for the resident to keep.

PART 1

TERMS OF AGREEMENT

THIS AGREEMENT is made on/...../..... at N.S.W.

BETWEEN

PARK OWNER:

(Name/s) (A.C.N.)

(Address)

.....

(Name of park manager) (A.C.N.)

(Address)

.....

AND

RESIDENT:

(Name/s)

Other people who will ordinarily live at the residential site may be listed here (*cross out if not needed*):

PREMISES:

The park owner gives the resident the right to occupy site No. at

.....

and the following parking space and storeroom (*cross out if not needed*)

.....

Size of site (*cross out if not needed*):

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included. (*Cross out whichever is not needed*).

No more than persons may ordinarily live at the residential site at any one time.

RENT

The rent is \$ payable every starting on/...../.....

The resident must pay in advance on the of every

The rent must be paid:

- (a) to the park owner, or the park manager, at

.....

..... ; or

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- (b) at any other reasonable place the park owner names in writing; or
- (c) into the following account.....
or any other account nominated by the park owner.

Payment must be made by the following method (e.g. in cash, by cheque, by bank account deposit or by any other method agreed to and set out here)

.....

TERM:

The term of this agreement is, beginning on/...../..... and ending on /..... /

CONTINUATION:

At the end of the term the resident can stay on the residential site at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND (*cross out if there is not going to be a bond*)

A rental bond of \$ must be paid by the resident to the park owner or the park manager on or before signing this agreement.

THE AGREEMENT

- 1. The park owner agrees** to give the resident:
 - 1.1** a copy of this agreement at or before the time the agreement is signed and given by the resident to the park owner or a person on the park owner's behalf; and
 - 1.2** a copy of the agreement signed by both the park owner and the resident, as soon as reasonably practicable.

RENT

- 2. The resident agrees** to pay rent on time.
- 3. The park owner agrees** to provide a receipt for any rent paid to the park owner or to ensure that the park manager provides a receipt for any rent paid to the park manager. If the rent is not paid in person, the park owner agrees only to make the receipt available for collection by the resident or to post it to the resident. (The park owner is not required to provide or make available a receipt if rent is paid into the land owner's account.)

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- 4. The park owner agrees** to pay:
 - 4.1** Council rates; and
 - 4.2** for water, other than water that the resident has agreed to pay for under clauses 5.3 and 5.4 of this agreement; and

- 4.3 land taxes; and
- 4.4 the cost of installing any meters to measure the supply of water, electricity or gas; and
- 4.5 charges under any other Act for the residential premises.

5. The resident agrees to pay:

- 5.1 for electricity if the site is individually metered by the electricity supply authority or, if the site is individually metered but not by the electricity supply authority, for charges in respect of electricity at a rate not greater than the published domestic tariff of the electricity supply authority; and
- 5.2 for gas; and
- 5.3 for excess water, if the dwelling or site is individually metered by the relevant water supply authority; and
- 5.4 any other charge for water set out in the additional terms of this agreement if the dwelling or site is individually metered, the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable; and
- 5.5 any excess garbage or sanitary charges; and
- 5.6 for pumping out a septic system; and
- 5.7 reasonable visitors fees (if such fees are permitted by the regulations); and
- 5.8 refundable deposits for any boom gate key or park vehicular entrance access device, issued to the resident, not exceeding \$15 for each key or device issued (if such deposits are permitted by the regulations); and
- 5.9 security deposits or charges payable in advance, as the case may be, for the supply of any gas, electricity or telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority (if such deposits or charges are permitted by the regulations).

POSSESSION OF THE PREMISES

6. The park owner agrees:

- 6.1 to make sure the residential premises are vacant so the resident can move in on the date agreed; and
- 6.2 there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the premises cannot be used as a residence or the site of a residence, as the case may be, for the term of this agreement.

RESIDENT'S RIGHT TO QUIET ENJOYMENT

7. The park owner agrees:

- 7.1 that the resident will have quiet enjoyment of the residential premises without interruption by the park owner or any person claiming by, through or under the park owner or having superior title to that of the park owner; and

- 7.2 that the park owner or the park manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the resident in using the premises.

OFFENSIVE BEHAVIOUR

8. **The resident agrees** not to unreasonably interfere with:
- 8.1 the privacy, peace and quiet of the other residents of the residential park; or
 - 8.2 the proper use and enjoyment of the residential park by the other residents of the residential park.

USE OF THE PREMISES

9. **The resident agrees:**
- 9.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose; and
 - 9.2 not to cause or permit a nuisance; and
 - 9.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.

BEHAVIOUR OF OTHER RESIDENTS

10. **The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:
- 10.1 do not unreasonably interfere with:
 - 10.1.1 the privacy, peace and quiet of the other residents of the residential park; or
 - 10.1.2 the proper use and enjoyment of the residential park by the other residents of the residential park; and
 - 10.2 do not contravene any park rules for the residential park.

PARK OWNER'S ACCESS TO THE PREMISES

11. **The park owner**, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 11.1 in an emergency (including entry for the purpose of carrying out urgent repairs); or
 - 11.2 if the Residential Tenancies Tribunal so orders; or
 - 11.3 if there is good reason for the park owner to believe the premises are abandoned; or
 - 11.4 to inspect the premises, if the resident gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months); or
 - 11.5 to carry out necessary repairs, if the resident gets 2 days' notice on each occasion; or
 - 11.6 to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident gets reasonable notice on each occasion; or

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11.7 to show the premises to prospective residents on a reasonable number of occasions if the resident gets reasonable notice on each occasion. This is only allowed during the last 14 days of the agreement; or

11.8 if electricity, water or gas is supplied to the resident by the park owner, to inspect and read an electricity, water or gas meter situated on the premises; or

11.9 if the resident agrees.

12. If a person has power to enter the residential premises under clause 1 1.4, 11.5, 11.6, 11.7 or 11.8 the person:

12.1 must not enter the premises on a Sunday or a public holiday, unless the resident agrees; and

12.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the resident agrees to another time.

13. Except in an emergency (including to carry out urgent repairs), a person other than the park owner or the park manager must produce to the resident the park owner's or the park manager's written permission to enter the residential premises.

CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES**14. The park owner agrees:**

14.1 to make sure the residential premises are reasonably clean and fit to live in; and

14.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises; and

14.3 where premises let include a moveable dwelling, to ensure that the moveable dwelling complies with any provisions of the Local Government (Approvals) Regulation 1993 with which it is required to comply.

15. The resident agrees:

15.1 to keep the residential premises reasonably clean; and

15.2 to notify the park owner as soon as practicable of any damage to the premises; and

15.3 not to intentionally or negligently cause or permit any damage to the premises; and

15.4 when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the premises that forms part of this agreement.

Note: The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:

- the agreement is a renewed agreement; and
- the park owner and resident have agreed that clause 28 of this agreement applies; and
- a date has been inserted in clause 28, in which case the specified earlier condition report forms part of this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES**16. The resident agrees:**

- 16.1** not to attach any fixture or renovate, alter or add to the residential premises without the park owner's written permission; and
- 16.2** not to remove, without the park owner's written permission, any fixture attached by the resident; and
- 16.3** to notify the park owner of any damage caused by removing any fixture attached by the resident; and
- 16.4** to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks.

17. The park owner agrees to compensate the resident as soon as possible for the value of a fixture attached by the resident if the park owner refuses to allow its removal.

URGENT REPAIRS

18. The park owner agrees to pay the resident, within 14 days after receiving written notice from the resident, any reasonable costs (not exceeding \$500) the resident has incurred for making urgent repairs (of the type set out below) so long as:

- 18.1** the damage was not caused to the premises let as a result of a breach of this agreement by the resident; and
- 18.2** the resident gives or makes a reasonable attempt to give the park owner notice of the damage; and
- 18.3** the resident gives the park owner a reasonable opportunity to make the repairs; and
- 18.4** the resident makes a reasonable attempt to have any appropriate tradesperson named in this agreement to make the repairs; and
- 18.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons; and
- 18.6** the resident as soon as possible gives or tries to give the park owner written details of the repairs, including the cost and the receipts for anything the resident pays for.

19. The type of urgent repairs to the residential premises let for which the park owner agrees to make payment are repairs to:

- 19.1** a burst water service; or
- 19.2** a blocked or broken lavatory system; or
- 19.3** a serious roof leak; or
- 19.4** a gas leak; or
- 19.5** a dangerous electrical fault; or
- 19.6** flooding or serious flood damage; or
- 19.7** serious storm or fire damage; or
- 19.8** a failure or breakdown of the gas, electricity or water supply to the premises; or
- 19.9** a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering; or

19.10 any fault or damage that causes the premises to be unsafe or not secure.

Tradesperson/s
.....

LOCKS AND SECURITY DEVICES

20. The park owner agrees:

- 20.1 to provide and maintain locks or other security devices necessary to keep any moveable dwelling, parking space or storeroom, being part of the residential premises, reasonably secure; and
- 20.2 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Residential Tenancies Tribunal) unless the resident agrees; and
- 20.3 to give the resident a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the resident agrees not to be given a copy or the Tribunal so orders.

21. The resident agrees:

- 21.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Residential Tenancies Tribunal) unless the park owner agrees; and
- 21.2 to give the park owner a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the park owner agrees not to be given a copy or the Tribunal so orders.

RESIDENT’S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

22. The resident agrees to be responsible to the park owner for any act or omission by any person the resident allows on the residential premises who breaks any of the terms of the agreement.

RIGHT TO ASSIGN OR SUB-LET

23. The park owner agrees that the resident may with the park owner’s prior permission assign the remainder of the resident’s interest under this agreement or sub-let the residential premises.

24. The park owner agrees not to charge for giving permission other than for the park owner’s reasonable expenses in giving permission.

PARK OWNER’S CHANGE OF ADDRESS

25. The park owner agrees:

- 25.1 if the residential address of the park owner changes (and the park owner has not appointed a park manager), to give the resident notice in writing of the change within 14 days; and
- 25.2 if the name or business address of the park manager changes or the park owner appoints a park manager, to give the resident notice in writing of the change or the park manager’s name or business address, as appropriate, within 14 days; and

25.3 if the park owner or park manager is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the resident notice in writing of the change within 14 days.

MITIGATION OF LOSS

26. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. For example, if the resident breaches this agreement the park owner will not be able to claim damages for loss which could have been avoided by reasonable effort by the park owner.

RENTAL BOND

27. The park owner agrees that where the park owner or the park manager applies to the Rental Bond Board or the Residential Tenancies Tribunal for payment of the whole or part of the rental bond to the park owner, then the park owner or the park manager will provide the resident with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

PARK RULES

28. The park owner and resident agree to comply with the park rules applicable to the caravan park or manufactured home estate as in force from time to time.

29. The park owner agrees to give the resident a copy of the park rules at or before the time this agreement is signed and given by the resident to the park owner or a person on the park owner's behalf. (The park rules are those rules with which residents of the caravan park or manufactured home estate are expected by the park's owner or manager to comply. They cannot be changed unless the change is in accordance with the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987.)

DISCLOSURE OF INFORMATION

30. The resident confirms that the questions and answers attached to this agreement are the same as those questions and answers given to the resident by the owner of the caravan park before the resident signed this agreement, in accordance with the disclosure provisions of the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987 and, in particular, Schedule A to that Code of Practice.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

31. The park owner and resident agree that the condition report included in a residential tenancy agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

ADDITIONAL TERMS

Additional term may be included in this agreement if:

- (a) both the park owner and resident agree to the terms; and*
- (b) they do not conflict with the Residential Tenancies Act 1987 or any other Act; and*
- (c) they do not conflict with the standard term of this agreement.*

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE,

ADDITIONAL TERM ABOUT WATER *(Cross out this clause if it is not applicable)*

32. The resident agrees to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3) where the dwelling or site is individually metered, the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

NOTES**Definitions**

1. In this agreement:

“park manager” means a person who acts as the agent of the park owner and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises; or
- (b) the collection of rents payable for any tenancy of residential premises;

“park owner” means the person who grants the right to occupy residential premises under this agreement, and includes the person’s heirs, executors, administrators and assigns;

“regulations” means regulations under the Residential Tenancies Act 1987;

“rental bond” means money paid by the resident as security to carry out this agreement;

“resident” means the person who has the right to occupy residential premises under this agreement, and includes the person’s heirs, executors, administrators and assigns.

“residential premises” means a site on which a moveable dwelling is situated or intended to be situated, or a moveable dwelling and a site, used or intended to be used as a place of residence;

“tenancy” means the right to occupy residential premises under this agreement;

Notes on ending the tenancy

2. The first step to end a tenancy is, almost always, for the park owner or the resident to give a notice of termination. The tenancy ends when the resident moves out, on or after the day specified in the notice or when the Residential Tenancies Tribunal orders the tenancy to end.

Notices of termination

3. (1) A notice of termination must:
- (a) be in writing; and
 - (b) state the address of the rented premises; and
 - (c) be signed and dated; and
 - (d) allow the required period of time; and
 - (e) give the date the resident intends to, or is requested to, move out on; and
 - (f) give the reasons for ending the agreement (if any); and
 - (g) be properly given.

(2) If the notice is given by or on behalf of a park owner, the notice must state that “information about the resident’s rights and obligations can be found in the tenancy agreement”.

How notices are properly given

4. (1) A notice of termination **given to a resident** may be:
- (a) posted to the resident’s home; or
 - (b) given to the resident personally; or
 - (c) given to a person aged over 16 who normally pays the rent; or
 - (d) given to a person aged over 16 at the premises to pass on to the resident.
- (2) A Notice of Termination **given to a park owner** may be:
- (a) posted to the park owner’s address; or
 - (b) give to the park owner (or to the park manager) personally; or
 - (c) posted or faxed to the park manager’s place of business; or
 - (d) given to a person aged over 16 who normally collects the rent.

When and how much notice can be given?

5. (1) When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.

(2) There are 2 types of agreements “fixed term agreements” and “continuing agreements”;

- (a) a **“fixed term agreement”** is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end (see page 1 of this agreement) has not passed you are still on a fixed term agreement;
- (b) a **“continuing agreement”** does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.

How to end a fixed term agreement

6. A fixed term agreement may be ended for the following reasons, provided that at least 14 days’ notice is given:

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- (a) if the resident breaks one of the agreement's terms;
- (b) if the resident is more than 14 days in arrears of rent;
- (c) if the park owner breaks one of the agreement's terms;
- (d) if the park owner or resident want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

How to end a continuing agreement

7. (1) Unlike fixed term agreements, the amount of notice that a resident or a park owner must give to end a continuing agreement is not always the same.

(2) A continuing agreement may be ended by a park owner in the following ways:

- (a) without stating a reason (in which case at least **60 days'** notice must be given);
- (b) on exchange of a sale contract that requires vacant possession of the rented premises (in which case at least **30 days'** notice must be given);
- (c) if the resident breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).

(3) A continuing agreement may be ended by a resident:

- (a) without reason (in which case at least 21 days' notice must be given); or
- (b) if the park owner breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

Vacant possession

8. A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the premises to the park owner, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Residential Tenancies Tribunal if the resident does not vacate when required.

Warning

9. It is an offence for any person to obtain possession of the premises without an order of the Residential Tenancies Tribunal, if the resident does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

Rent increases

10. (1) The park owner cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.

(2) The resident must get **60 days'** notice in writing if the park owner wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the park owner and resident subsequently agree to a lesser increase than in the notice, the park owner does not need to give a further **60 days'** notice.

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(3) The resident can apply to the Residential Tenancies Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rent for similar premises in similar locations.

(4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Tribunal for an order that the rent is excessive.

THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.

SIGNED BY THE PARK OWNER

in the presence of
(Name of witness)

.....
(Signature of park owner)

.....
(Signature of witness)

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of “Caravan Park Living”:

.....
(Signature of resident)

PART 2

RESIDENTIAL PREMISES CONDITION REPORT

ADDRESS OF PREMISES:

.....

HOW TO COMPLETE

1. Three copies of this condition report are filled out and signed by the park owner or the park manager.
2. The park owner or the park manager records the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing “Y” (YES) or “N” (NO) in the appropriate column (see example). [If the residential premises consist only of a site, only that part of the condition report headed SITE needs to be completed in this way.]
3. Two copies of the report which have been filled in and signed by the park owner or the park manager are given to the resident at or before the time of entering into the agreement. The landlord keeps the third copy.
4. The resident indicates agreement or disagreement with the condition indicated by the park owner or park manager by placing “Y” (YES) or “N” (NO) in the appropriate columns (see example below).
5. The resident returns one copy of the completed condition report to the park owner or park manager and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the park owner and resident should complete the copy of the condition report that they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

IMPORTANT NOTES ABOUT THIS REPORT

1. This condition report is an important record of the condition of the premises when the tenancy begins.
2. At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
4. If the resident disagrees with the park owner’s condition report this must be confirmed in writing, preferably on the condition report, either by placing “N” (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Residential Tenancies Tribunal has the power to hear disputes about the validity of a condition report.

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lights/
power
points

floor/
coverings

other

KITCHEN
walls/
ceiling

doors/
windows/
screens

blinds/
curtains

lights/
power
points

floor/
coverings

cupboards/
drawers

bench tops/
tiling

sink/
disposal
unit

taps

stove top

griller

oven

refrigerator

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exhaust fan

other

BEDROOM 1

walls/
ceiling

doors/
windows/
screens
blinds/
curtains

lights/
power
points

floor
coverings

other

BEDROOM 2

walls/
ceiling

doors/
windows
screens

blinds/
curtains

lights/
power
points

floor
coverings

other

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BEDROOM 3
walls/
ceiling

doors/
windows/
Screens

blinds/
curtains

lights/
power
points

floor
coverings

other

BATHROOM
walls/
ceiling

doors/
windows
screens

blinds/
curtains

lights/
power
points

floor/
coverings

bath

shower

shower
screen

wash
basin

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tiling

mirror/
cabinet

towel
rails

toilet/
w.c.

other

LAUNDRY
walls/
ceiling

doors/
windows/
screens

blinds/
curtains

floor
coverings

wash
tubs

hot
water
service

other

GENERAL
concrete
paving

annexe/
verandah

carport/
space

other

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SITE
exclusive
facilities:
e.g. ensuite

landscaping

driveway

storeroom/
shed

site
slab
(concrete)

service
facilities

general
appearance

utility
services:
e.g. water
electricity
gas
TV aerial
connection

Park owner/park manager
Signature

Resident's
Signature

Date 19

FURNITURE: *(See attached list)*

PARK OWNER'S PROMISE TO UNDERTAKE WORK *(Cross out if not needed)*

The park owner agrees to undertake the following cleaning, repairs, additions or other
work during the tenancy:

.....
.....
.....

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The park owner agrees to complete that work by

Park owner/park manager
Signature

Resident's
Signature

Date 19

Note: Further items and comments may be added on a separate sheet signed by the park owner/park manager and the resident and attached to this report.

SCHEDULE 4

(Cl. 15 (1) (d))

**STANDARD FORM MOVEABLE DWELLING AGREEMENT (WHERE
TENANCY IS FOR A TERM EXCEEDING 3 YEARS)**

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager must give the resident a copy of “Caravan Park Living”. That book explains both parties’ rights and obligations under this agreement.
3. The park owner is required to give the resident a copy of this agreement for the resident to keep.

PART 1

TERMS OF AGREEMENT

THIS AGREEMENT is made on/...../..... at N.S.W.

BETWEEN

PARK OWNER:

(Name/s) (A.C.N.)

(Address)

(Name of park manager) (A.C.N.)

(Address)

AND

RESIDENT:

(Name/s)

Other people who will ordinarily live at the residential site may be listed here (*cross out if not needed*):

PREMISES:

The park owner gives the resident the right to occupy site No. at

.....

and the following parking space and storeroom (*cross out if not needed*)

Size of site (*cross out if not needed*):

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included. (*Cross out whichever is not needed*).

No more than persons may ordinarily live at the residential site at any one time.

RENT

The rent is \$ payable every starting on/...../.....

The resident must pay in advance on of every

The rent must be paid:

(a) to the park owner, or the park manager, at

..... ; or

(b) at any other reasonable place the park owner names in writing; or

(c) into the following account

or any other account nominated by the park owner.

Payment must be made by the following method (e.g. in cash, by cheque, by bank account deposit or by any other method agreed to and set out here)

TERM:

The term of this agreement is, beginning on/...../..... and ending on/...../.....

CONTINUATION:

At the end of the term the resident can stay on the residential site at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND (*cross out if there is not going to be a bond*)

A rental bond of \$ must be paid by the resident to the park owner or the park manager on or before signing this agreement.

THE AGREEMENT

1. The park owner agrees to give the resident:

1.1 a copy of clauses 2–27 (clause 15.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the Residential Tenancies (Moveable Dwellings) Regulation 1995, before the time this agreement is signed and given by the resident to the park owner or a person on the park owner's behalf; and

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- 1.2 a copy of the notes and any additional information relating to interpreter services forming part of that standard form agreement (other than Part 2 of that standard form), before the time this agreement is signed and given by the resident to the park owner or a person on the park owner's behalf; and
- 1.3 a copy of this agreement at or before the time the agreement is signed and given by the resident to the park owner or a person on the park owner's behalf; and
- 1.4 a copy of the agreement signed by both the park owner and the resident, as soon as reasonably practicable.

TERMS OF THIS AGREEMENT

2. The park owner and resident agree that clauses 2–27 (clause 15.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the Residential Tenancies (Moveable Dwellings) Regulation 1995 are terms of this agreement as if they were set out in this agreement.

AGREEMENT TO PREPARE CONDITION REPORT

3. The park owner agrees to prepare and complete a condition report as required by this clause (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5).

The park owner agrees:

- 3.1 to prepare, or to ensure that the park manager prepares, 3 copies of a condition report in the same form as that set out in Part 2 of Schedule 3 to the Residential Tenancies (Moveable Dwellings) Regulation 1995; and
- 3.2 where an on-site unit is being rented, to complete, or to ensure that the park manager completes, all relevant sections of the report, including the section headed "SITE"; and
- 3.3 where only the site is being rented, to complete, or to ensure that the park manager completes, the section headed "SITE" and any other relevant section; and
- 3.4 to record, or to ensure that the park manager records, on that report the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column; and
- 3.5 to give 2 copies of the report to the resident at or before the time of entering into the agreement.

4. The resident agrees to do the following (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5):

- 4.1 to indicate on that report the resident's agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate column;
- 4.2 to return a copy of the completed condition report to the park owner or park manager within 7 days of receiving the report.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

5. The park owner and resident agree that the condition report included in a residential tenancy agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

CONDITION OF PREMISES

6. The resident agrees, when this agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the premises that forms part of this agreement. If the condition report for the premises is one referred to in clause 5 of this agreement, the condition of the premises noted in that report is to be adjusted to take account of fair wear and tear since that report was completed.

PARK RULES

7. The park owner and resident agree to comply with the park rules applicable to the caravan park or manufactured home estate as in force from time to time.

8. The park owner agrees to give the resident a copy of the park rules at or before the time this agreement is signed and given by the resident to the park owner or a person acting on the park owner's behalf. (The park rules are those rules with which residents of the caravan park or manufactured home estate are expected by the park's owner or manager to comply. They cannot be changed unless the change is in accordance with the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987.)

DISCLOSURE OF INFORMATION

9. The resident confirms that the questions and answers attached to this agreement are the same as those questions and answers given to the resident by the owner of the caravan park before the resident signed the agreement, in accordance with the disclosure provisions of the Caravan and Relocatable Home Park Industry Code of Practice prescribed under section 75 of the Fair Trading Act 1987 and, in particular, Schedule A to that Code of Practice.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) both the park owner and resident agree to the terms; and*
- (b) they do not conflict with the Residential Tenancies Act 1987 or any other Act;*
and
- (c) they do not conflict with the standard terms of this agreement.*

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

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ADDITIONAL TERM ABOUT WATER *(Cross out this clause if it is not applicable)*

10. The resident agrees to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3 of the agreement set out in Schedule 1 to the Residential Tenancies (Moveable Dwellings) Regulation 1995) where the dwelling or site is individually metered, the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE PARK OWNER

in the presence of
(Name of witness)

.....
(Signature of park owner)

.....
(Signature of witness)

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of "Caravan Park Living":

.....
(Signature of resident)

NOTES

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1. Citation
2. Commencement
3. Definitions
4. Application of this Regulation
5. Code of practice applying to residential tenancies: sec. 3
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PART 2—APPLICATION OF ACT TO MOVEABLE DWELLINGS

7. General application of Act to moveable dwellings: sec. 7
8. Application of Act to certain caravans and campervans: sec. 7
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PART 3—RESIDENTIAL TENANCY AGREEMENTS

15. Standard form of residential tenancy agreement: sec. 8
16. Provision of information to resident
17. Condition report: sec. 8 (4)
18. Exemptions from obligation to include a condition report

PART 4—FEES, COSTS AND CHARGES

19. Maximum fees payable by resident: sec. 12
20. Prescribed charges not payable by park owner: sec. 19
21. Reservation fees: sec. 36
22. Fees for caravan park or manufactured home estate residents: sec. 37

PART 5—DISPOSAL OF GOODS LEFT BY RESIDENT
(sec. 79)

23. Uncollected goods
24. Options available to the park owner when goods not collected
25. Notice to resident that goods are in storage
26. Uncollected goods may be auctioned
27. Claiming uncollected goods

PART 6—SERVICE

28. Service of documents generally: sec. 130
29. Service of notices of termination: sec. 130 (4)

1995—No. 411

- SCHEDULE 1—STANDARD FORM RESIDENTIAL SITE AGREEMENT
(WHERE TENANCY IS FOR A TERM OF 3 YEARS OR LESS)
SCHEDULE 2—STANDARD FORM RESIDENTIAL SITE AGREEMENT
(WHERE TENANCY IS FOR A TERM EXCEEDING 3 YEARS)
SCHEDULE 3—STANDARD FORM MOVEABLE DWELLING AGREEMENT
(WHERE TENANCY IS FOR A TERM OF 3 YEARS OR LESS)
SCHEDULE 4—STANDARD FORM MOVEABLE DWELLING AGREEMENT
(WHERE TENANCY IS FOR A TERM EXCEEDING 3 YEARS)
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EXPLANATORY NOTE

The object of this Regulation is to make provision for residential tenancies in respect of moveable dwellings (including, caravans, campervans and manufactured homes). The Regulation makes provision in respect of the following matters:

- (a) the application of the Act to residents of moveable dwellings (clauses 7–14);
- (b) the standard form of residential tenancy agreements in respect of moveable dwellings (clause 15 and Schedules 1–4);
- (c) the provision of information to residents (clause 16);
- (d) the completion of condition reports contained in a standard form of residential tenancy agreement (clauses 17 and 18);
- (e) charges and fees payable by residents and by park owners (clauses 19–22);
- (f) the disposal of goods left on premises by residents (clauses 23–27);
- (g) formal matters (clauses 1–3 and 6).

This Regulation is made under the provisions of the Residential Tenancies Act 1987, including section 133 (1) (the general regulation making power) and section 7 (application of the Act to moveable dwellings).

This Regulation is made in connection with the staged repeal of subordinate legislation under the Subordinate Legislation Act 1989.
