

RESIDENTIAL TENANCIES ACT 1987—REGULATION

(Relating to manufactured homes, payment of certain rates, standard forms of residential tenancy agreements and the jurisdiction of the Residential Tenancies Tribunal)

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.

Robert Webster
Minister for Planning and
Minister for Housing.

Commencement

1. This Regulation commences on Monday 6 September 1993.

Amendment of the Residential Tenancies Regulation 1989

2. The Residential Tenancies Regulation 1989 is amended:
 - (a) by inserting before the definition of “reservation fee” in clause 3 the following definitions:

“**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 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;
 - (b) by omitting the definitions of “annexe”, “caravan park”, “flexible annexe”, “rigid annexe” and “unregisterable movable dwelling” from clause 15 and by inserting in alphabetical order the following definition:

“manufactured home” has the same meaning as in the Local Government Act 1993;

- (c) by omitting from clause 16 (1) (a) the words “an unregisterable movable dwelling” and by inserting instead the words “a manufactured home”;
- (d) by omitting from clause 17 the words “electricity and excess water, where sites are individually metered by the relevant supply authority and gas” and by inserting instead the words “excess water, where sites are individually metered by the relevant water supply authority, electricity, gas”;
- (e) by omitting clause 21 and by inserting instead the following clause:

Standard forms of residential tenancy agreements

21. (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 not a movable dwelling/site agreement—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 not a movable dwelling/site agreement—the form set out in Schedule 1A; or
- (c) in the case of an agreement which creates a tenancy for a term of up to 3 years and is a movable dwelling/site agreement—the form set out in Schedule 2; or
- (d) in the case of an agreement which creates a tenancy for a term exceeding 3 years and is a movable dwelling/site agreement—the form set out in Schedule 2A.

(2) A **“movable dwelling/site agreement”** is a residential tenancy agreement for premises that consist of a site on which a movable dwelling is situated or intended to be situated, or of a movable dwelling and a site.

(3) The standard form of residential tenancy agreement set out in Schedules 1A and 2A must be in a form approved by the Registrar-General for registration under the Real Property Act 1900.

(4) 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.

- (f) by omitting from clause 22 (1) the words “contained in” and by inserting instead the words “contained or referred to in”;

(g) by inserting after clause 22 (3) the following subclause:

(4) A residential tenancy agreement that creates a tenancy for a term of more than 3 years is 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).

(h) by omitting from clause 24 (a) the words “Local Government Act 1919” and by inserting instead the words “Local Government Act 1993”;

(i) by inserting after clause 25A the following clause:

Tenant can be required to pay for registration if tenancy for more than 3 years

25B. The fee for registration of a residential tenancy agreement under the Real Property Act 1900 is prescribed for the purposes of section 37 (c) of the Act if the agreement creates a tenancy for a term exceeding 3 years.

(j) by inserting in clause 26 after the words “caravan park” the words “, or manufactured home estate,”

(k) by omitting from Schedule 1 the words “STANDARD FORM RESIDENTIAL TENANCY AGREEMENT” and by inserting instead the following words:

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

(l) by omitting clauses 3.4 and 3.5 of Part 1 of Schedule 1 and by inserting instead the following clause:

3.4 charges under any other Act for the residential premises except for:

3.4.1 electricity; and

3.4.2 gas; and

3.4.3 excess water; and

3.4.4 those charges which the tenant agrees to pay as set out in the additional terms of this agreement (but only if the charges are listed in the regulations under the Residential Tenancies Act 1987 as charges that are not payable by the landlord if the tenant agrees to pay them).

(m) by omitting clause 4.4 of Part 1 of Schedule 1 and by inserting instead the following subclause;

4.4 any other charges set out in the additional terms of this agreement (but only if the charges are listed in the regulations under the Residential Tenancies Act 1987 as charges that are not payable by the landlord if the tenant agrees to pay them).

(n) by omitting clauses 8.9 and 8.10 of Part 1 of Schedule 1 and by inserting instead the following clauses:

9. **If a person has power** to enter the residential premises under clause 8.5, 8.6, 8.7 or 8.8 the person:

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

9.2 may enter the premises only between the hours of 8.00 am and 8.06 pm, unless the tenant agrees to another time.

10. **Except in an emergency** (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

(o) by re-numbering existing clause 13.7 of Part 1 of Schedule 1 as clause 16 (and by appropriately re-numbering the subclauses of that clause).

(p) by inserting after existing clause 21 of Part 1 of Schedule 1 the following clause:

MITIGATION OF LOSS

25. **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 tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

(q) by consequentially re-numbering the clauses and subclauses of Part 1 of Schedule 1;

(r) by omitting from the notes to Part 1 of Schedule 1 the heading "Ending the agreement" and the matter relating to that heading and by inserting instead the following heading and matter:

Ending the agreement

The ways in which this agreement can be ended are set out in the Residential Tenancies Act 1987. Most landlords and tenants end their agreements by giving the other party a Notice of Termination. If the tenant does not leave the premises after the Notice of Termination has been given, or if there is any dispute about ending this agreement, the Residential Tenancies Tribunal can decide the matter.

A Notice of Termination must:

- be in writing; and
- allow the required period of time; and
- give the grounds for ending the agreement (if necessary); and
- be properly given.

Types of agreements

The way a Notice can be given depends on the type of residential tenancy agreement. There are 2 types of agreements:

1. A fixed term agreement ends on a specified date if a Notice of Termination is given. If a Notice is not given, a fixed term agreement becomes a continuing agreement after the specified date.
2. A continuing agreement does not end on a specified date.

How to end a fixed term agreement

A Notice of Termination of a fixed term agreement can be given in the following situations, provided that at least 14 days' notice is given:

- if the tenant breaks the agreement;
- if the tenant does not pay rent for 14 days;
- if the landlord breaks the agreement;
- if the landlord or tenant wants to end the agreement at the end of the fixed term. (In that case the 14 days' notice must be given before the end of the fixed term, otherwise the agreement becomes a continuing agreement.)

How to end a continuing agreement

If you are the landlord in a continuing agreement, you can give a Notice of Termination:

- without grounds (in which case at least 60 days' notice must be given); or
- on exchange of a sale contract that requires vacant possession (in which case at least 30 days' notice must be given); or
- if the tenant breaks the agreement or does not pay rent for 14 days (in which case at least 14 days' notice must be given).

If you are the tenant in a continuing agreement, you can give a Notice of Termination:

- without grounds (in which case at least 21 days' notice must be given); or

- if the landlord breaks the agreement (in which case at least 14 days' notice must be given).

Premises unfit to live in (frustrated agreement)

If the premises become unfit to live in (other than as a result of a breach of this agreement) the landlord or tenant can give an immediate Notice of Termination.

Form of Notices

A Notice of Termination must:

- be in writing; and
- be signed by the person giving the Notice (the landlord or tenant) or by the landlord's agent; and
- give the address of the rented premises; and
- specify the date the tenant is to move out; and
- if necessary, state the grounds on which the Notice is given.

If the Notice is given by a landlord, the Notice must include a statement that information about the tenant's rights and obligations can be found in this agreement.

How Notices are given

A Notice of Termination given to a tenant may be:

- posted to the tenant's residence; or
- given to the tenant personally; or
- given to the person who normally pays the rent (but only if that person is at least 16 years old); or
- delivered to the residential premises and left there for the tenant (but it must be left with a person who is at least 16 years old).

A Notice of Termination given to a landlord may be:

- given to the landlord (or to the Landlord's agent) personally; or
- posted or faxed to the landlord's residence or place of business or employment; or
- posted or faxed to the landlord's agent's place of business; or
- given to the person who normally collects the rent (but only if that person is at least 16 years old).

Ending this agreement without notice

In some circumstances a landlord or a tenant may apply to the Residential Tenancies Tribunal to end this agreement without first giving notice to the other party.

This agreement may be terminated without notice on the application of the landlord:

- if the tenant or the tenant's guests have caused or appear to be about to cause serious damage to the premises, whether deliberately or recklessly; or
- if the tenant has injured or is likely to injure the landlord, the landlord's agent or the tenant's neighbour; or
- if the landlord would suffer undue hardship if the agreement is not ended. (If the agreement is terminated for this reason the Tribunal can order the landlord to pay the tenant compensation for the tenant's loss of tenancy.)

This agreement may be terminated without notice on the application of the tenant, in special circumstances, if the landlord has broken a term of the agreement.

WARNING

If a Notice of Termination is not complied with and you want to recover possession of the premises, you must make an application to the Residential Tenancies Tribunal.

It is an offence for any person to enter premises which are occupied by a tenant or a former tenant to recover possession without a judgment, warrant or order of a court or the Residential Tenancies Tribunal.

It is also an offence to help someone to illegally recover possession.

Fines and compensation can be ordered by a court in relation to such offences.

(s) by inserting after Schedule 1 the following Schedule:

SCHEDULE 1A

(Cl. 21)

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

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

WHOSE AGENT IS

TENANT.....

.....

PREMISES. The landlord gives the tenant the right to occupy the premises at.....

which are furnished / unfurnished (cross out the one that is not needed) and the following parking space and storeroom (cross out if not needed)

The following furniture and furnishings (if any) are included

.....

.....

No more than persons may occupy the premises.

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

The tenant pays in advance on of every to the landlord or the landlord's agent at

..... or any other reasonable place the landlord names in writing, or into an account named by the landlord.

TERM. The term of this agreement is

beginning on/...../..... and ending on/...../.....

CONTINUATION. (Cross out if not needed.) At the end of the term the tenant can stay in the residential premises 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 a bond is not needed.) A Rental Bond of \$ must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

THE AGREEMENT

1. The landlord agrees to give the tenant:

- 1.1 a copy of clauses 2–25 (clause 12.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 1 to the Residential Tenancies Regulation 1989, at or before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
- 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 tenant to the landlord or a person on the landlord's behalf; and
- 1.3 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
- 1.4 a copy of the agreement, signed by both the landlord and the tenant, as soon as reasonably practicable

TERMS OF THIS AGREEMENT

2. The landlord and tenant agree that clauses 2–25 (clause 12.4 excepted) of the standard form residential tenancy agreement set out in Schedule 1 to the Residential Tenancies Regulation 1989 are terms of this agreement as if they were set out in this agreement.

PREMISES CONDITION REPORT**3. The landlord agrees:**

- 3.1 to prepare, or to ensure that the landlord's agent prepares, 3 copies of a premises condition report in the form set out in Part 2 of Schedule 1 to the Residential Tenancies Regulation 1989; and
- 3.2 to record, or to ensure that the landlord's agent 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
- 3.3 to give 2 copies of the report to the tenant at or before the time of entering into the agreement.

4. The tenant agrees:

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

5. **The tenant 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 premises condition report.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- * they do not conflict with the Residential Tenancies Act 1987 or any other Act; and
- * they do not conflict with the standard terms of this agreement.

- (t) by omitting from Schedule 2 the words "STANDARD FORM RESIDENTIAL TENANCY AGREEMENT FOR LANDLORDS AND TENANTS OF MOVABLE DWELLINGS OR MOVABLE DWELLING SITES" and by inserting instead the following words:

**STANDARD FORM RESIDENTIAL TENANCY
AGREEMENT FOR LANDLORDS AND TENANTS OF
MOVEABLE DWELLINGS OR MOVEABLE
DWELLING SITES (WHERE TENANCY IS FOR A
TERM OF 3 YEARS OR LESS)**

- (u) by omitting from Schedule 2 the word “movable” wherever occurring and by inserting instead the word “moveable”;
- (v) by omitting clauses 3.4 and 3.5 of Part 1 of Schedule 2 and by inserting instead the following subclause:
 - 3.4 charges under any other Act for the residential premises except for:
 - 3.4.1 excess water, where the site is individually metered by the relevant supply authority; and
 - 3.4.2 electricity; and
 - 3.4.3 gas; and
 - 3.4.4 those charges which the tenant agrees to pay as set out in the additional terms of this agreement (but only if the charges are listed in the regulations under the Residential Tenancies Act 1987 as charges that are not payable by the landlord if the tenant agrees to pay them).
- (w) by omitting clause 4.4 of Part 1 of Schedule 2 and by inserting instead the following subclause:
 - 4.4 any other charges set out in the additional terms of this agreement (but only if the charges are listed in the regulations under the Residential Tenancies Act 1987 as charges that are not payable by the landlord if the tenant agrees to pay them).
- (x) by omitting clauses 8.10 and 8.11 of Part 1 of Schedule 2 and by inserting instead the following clauses:
 9. **If a person has power** to enter the residential premises under clause 8.5, 8.6 8.7, 8.8 or 8.9 the person:
 - 9.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees; and
 - 9.2 may enter the premises only between the hours of 8.00 am and 8.00 pm, unless the tenant agrees to another time.
 10. **Except in an emergency** (including to carry out urgent repairs), a person other than the landlord’s agent must produce to the tenant the landlord’s or the landlord’s agent’s written permission to enter the residential premises.

- (y) by omitting from existing clause 11.5 of Part 1 of Schedule 2 the words “Caravan and Movable Dwellings Ordinance under the Local Government Act 1919” and by inserting instead the words “Local Government (Approvals) Regulation 1993”;
- (z) by re-numbering existing clause 14.7 of Part 1 of Schedule 2 as clause 17 (and by appropriately re-numbering the subclauses of that clause).
- (aa) by omitting existing clause 18 of Part 1 of Schedule 2 and by inserting instead the following clause:

RIGHT TO ASSIGN RIGHTS OR SUB-LET

21. **The landlord** agrees:

- 21.1 that the tenant may with the landlord’s prior permission assign the remainder of the tenant’s interest under this agreement or sub-let the residential premises; and
- 21.2 that the landlord will not unreasonably withhold consent to an assignment of the tenant’s interest under this agreement if the agreement is for premises consisting of a site on which a manufactured home or a registerable moveable dwelling with a rigid annexe attached to it is situated or proposed to be situated, and the home or dwelling is not owned or provided by the landlord.

(ab) by inserting after existing clause 21 of Part 1 of Schedule 2 the following clauses:

MITIGATION OF LOSS

25. **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 tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

PARK RULES

26. **The landlord and tenant agree** to comply with the park rules applicable to the caravan park or manufactured home estate as in force from time to time.

27. **The landlord agrees** to give the tenant a copy of the park rules at or before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord'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

28. **The tenant confirms** that the questions and answers attached to this agreement are the same as those questions and answers given to the tenant by the owner of the caravan park before the tenant 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.

- (ac) by consequently re-numbering the clauses and subclauses of Part 1 of Schedule 2;
- (ad) by omitting from the matter under the heading "Additional Terms" in Part 1 of Schedule 2 the matter "(including park rules)";
- (ae) by omitting from the notes to Part 1 of Schedule 2 the heading "Ending the agreement" and the matter relating to that heading and by inserting instead the following heading and matter:

Ending the agreement

The ways in which this agreement can be ended are set out in the Residential Tenancies Act 1987. Most landlords and tenants end their agreements by giving the other a Notice of Termination. If the tenant does not leave the premises after a Notice of Termination has been given, or if there is any dispute about ending this agreement, the Residential Tenancies Tribunal can decide the matter.

A Notice of Termination must:

- be in writing; and
- allow the required period of time; and
- give the grounds for ending the agreement (if necessary); and
- be properly given.

Types of agreements

The way a Notice can be given depends on the type of residential tenancy agreement. There are 2 types of agreements:

1. A fixed term agreement ends on a specified date if a Notice of Termination is given. If a Notice is not given a fixed term agreement becomes a continuing agreement after the specified date.
2. A continuing agreement does not end on a specified date.

How to end a fixed term agreement

A Notice of Termination of a fixed term agreement can be given in the following situations, provided that at least 14 days' notice is given:

- if the tenant breaks the agreement; or
- if the tenant does not pay rent for 14 days;
- if the landlord breaks the agreement;
- if the landlord or tenant wants to end the agreement at the end of the fixed term. (In that case the 14 days' notice must be given before the end of the fixed term, otherwise the agreement becomes a continuing agreement.)

But, if the agreement is for a site for a caravan with a rigid annexe or a manufactured home (where the caravan or home is not provided or owned by the landlord or park owner), a Notice without grounds cannot be given until after the fixed term has ended. At least 180 days' notice must then be given.

How to end a continuing agreement

If you are the landlord in a continuing agreement, you can give a Notice of Termination:

- without grounds if the agreement is for a site for a caravan with a rigid annexe or a manufactured home, where the caravan or home is not owned or provided by the landlord or park owner (in which case at least 180 days' notice must be given); or
- without grounds for any other agreement (in which case at least 60 days' notice must be given); or
- on exchange of a sale contract that requires vacant possession (in which case at least 30 days' notice must be given); or
- if the tenant breaks the agreement or does not pay rent for 14 days (in which case at least 14 days' notice must be given).

If you are the tenant in a continuing agreement, you can give a Notice of Termination:

- if the landlord breaks the agreement (in which case at least 14 days' notice must be given); or
- without grounds, if the agreement is for a site for a caravan with a rigid annexe or a manufactured home and the caravan or home is not owned or provided by the landlord or park owner (in which case, at least 30 days' notice must be given); or
- without grounds for any other agreement (in which case at least 21 days' notice must be given).

Premises unfit to live in (frustrated agreement)

If the premises become unfit to live in (other than as a result of a breach of this agreement) the landlord or the tenant can give an immediate Notice of Termination.

Form of Notices

A Notice of Termination must:

- be in writing; and
- be signed by the person giving the Notice (the landlord or tenant) or by the landlord's agent; and
- give the address of the rented premises; and
- specify the date the tenant is to move out; and
- if necessary, state the grounds on which the Notice is given.

If the Notice is given by a landlord, the Notice must include a statement that information about the tenant's rights and obligations can be found in the agreement.

How Notices are given

A Notice of Termination given to a tenant may be:

- posted to the tenant's residence; or
- given to the tenant personally; or
- given to the person who normally pays the rent (but only if that person is at least 16 years old); or
- delivered to the residential premises and left there for the tenant (but it must be left with a person who is at least 16 years old).

A Notice of Termination given to a landlord may be:

- given to the landlord (or to the landlord's agent) personally; or
- posted or faxed to the landlord's residence or place of business or employment; or
- posted or faxed to the landlord's agent's place of business; or
- given to the person who normally collects the rent (but only if that person is at least 16 years old).

Ending this agreement without notice

In some circumstances a landlord or a tenant may apply to the Residential Tenancies Tribunal to end this agreement without first giving notice to the other party.

This agreement may be terminated without notice on the application of the landlord:

- if the tenant or the tenant's guests have caused or appear to be about to cause serious damage to the premises, whether deliberately or recklessly; or
- if the tenant has injured or is likely to injure the landlord, the landlord's agent or the tenant's neighbour; or
- if the landlord would suffer undue hardship if the agreement is not ended. (If the agreement is terminated for this reason, the Tribunal can order the landlord to pay the tenant compensation for the tenant's loss of tenancy.)

This agreement may be terminated without notice on the application of the tenant, in special circumstances, if the landlord has broken a term of the agreement.

WARNING

If a Notice of Termination is not complied with and you want to recover possession of the premises, you must make an application to the Residential Tenancies Tribunal.

It is an offence for any person to enter premises which are occupied by a tenant or a former tenant to recover possession without a judgment, warrant or order of a court or the Residential Tenancies Tribunal.

It is also an offence to help someone to illegally recover possession.

Fines and compensation can be ordered by a court in relation to such offences.

(af) by inserting after Schedule 2 the following Schedule:

SCHEDULE 2A

(Cl. 21)

**STANDARD FORM RESIDENTIAL TENANCY
AGREEMENT FOR LANDLORDS AND TENANTS OF
MOVEABLE DWELLINGS OR MOVEABLE
DWELLING SITES (WHERE TENANCY IS FOR A
TERM EXCEEDING 3 YEARS)**

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

LANDLORD

.....
.....

WHOSE AGENT IS

.....
.....

TENANT

PREMISES. The landlord gives the tenant the right to occupy site no. at or the premises at and the following moveable dwelling, parking space and storeroom (cross out if not needed)

The following furniture and furnishings (if any) are included:

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

No more than persons may occupy the premises.

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

The tenant pays in advance on of every
to the landlord or the landlord's agent at
..... or any other reasonable place the
landlord names in writing, or into an account named by the
landlord.

TERM. The term of this agreement is

beginning on/...../..... and ending on/...../.....

CONTINUATION. (Cross out if not needed.) At the end of the term the tenant can stay in the residential premises 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 a bond is not needed.)

A Rental Bond of \$ must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

THE AGREEMENT

1. **The landlord agrees** to give the tenant:

- 1.1 a copy of clauses 2–25 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 2 to the Residential Tenancies Regulation 1989, before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
- 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 tenant to the landlord or a person on the landlord's behalf; and
- 1.3 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
- 1.4 a copy of the agreement, signed by both the landlord and the tenant, as soon as reasonably practicable.

TERMS OF THIS AGREEMENT

2. **The landlord and tenant agree** that clauses 2–25 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Schedule 2 to the Residential Tenancies Regulation 1989 are terms of this agreement as if they were set out in this agreement.

PREMISES CONDITION REPORT**3. The landlord agrees:**

- 3.1 to prepare, or to ensure that the landlord's agent prepares, 3 copies of a premises condition report in the same form as that set out in Part 2 of Schedule 2 to the Residential Tenancies Regulation 1989; and
- 3.2 where an on-site unit is being rented, to complete, or to ensure that the landlord's agent 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 landlord's agent completes, the section headed "SITE" and any other relevant section; and
- 3.4 to record, or to ensure that the landlord's agent 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 tenant at or before the time of entering into the agreement.

4. The tenant agrees:

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

5. **The tenant 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 premises condition report.

PARK RULES

6. **The landlord and tenant agree** to comply with the park rules applicable to the caravan park or manufactured home estate as in force from time to time.

7. **The landlord agrees** to give the tenant a copy of the park rules at or before the time this agreement is signed and given by the tenant to the landlord or a person acting on the landlord'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 tenant confirms** that the questions and answers attached to this agreement are the same as those questions and answers given to the tenant by the owner of the caravan park before the tenant 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.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- * they do not conflict with the Residential Tenancies Act 1987 or any other Act; and
- * they do not conflict with the standard terms of this agreement.

Amendment of the Residential Tenancies Tribunal Regulation 1989

3. The Residential Tenancies Tribunal Regulation 1989 is amended:
 - (a) by inserting after clause 7 the following clause:

Jurisdiction of the Tribunal—rental bonds

7A. (1) This clause applies to orders made by the Tribunal pursuant to section 85 (1) (b) of the Act.

(2) For the purposes of section 85 (3) (a) and (b) of the Act, the amount prescribed in relation to orders to which this clause applies is \$20,000.

- (b) by inserting in Schedule 1 after the paragraph beginning with the words “*The Residential Tenancies Tribunal” the following paragraph:

* The Residential Tenancies Tribunal further ordered that the operation of the order for possession made on the first abovementioned date be terminated 14 days after the date of issue of this warrant.

(c) by inserting in Schedule 1 after the words “* cross out if not applicable” the following words:

NOTE: This warrant should be returned to the Registry of the Residential Tenancies Tribunal as soon as practicable after it has been executed or after it expires.

EXPLANATORY NOTE

The object of this Regulation is to amend 2 regulations made under the Residential Tenancies Act 1987.

1. The Residential Tenancies Regulation 1989 is amended in the following ways:

- Clause 16 is amended to provide that the Residential Tenancies Act 1987 applies to residential tenancy agreements under which the residential premises consist of a site on which a manufactured home is situated or intended to be situated, or of a manufactured home and a site. The Act will apply to manufactured homes in the same way as it applies in relation to certain other moveable dwellings.
- Clause 17 is amended to provide that a landlord is not responsible for any electricity charges payable in connection with the residential premises. (That clause modifies the application of section 19 of the Act in relation to residential premises which consist of a site on which a moveable dwelling is situated or intended to be situated or a moveable dwelling and a site.)
- The fee for registration of a residential tenancy agreement is prescribed as an additional amount that the tenant may be required to pay if the term of the agreement is more than 3 years.
- The 2 existing prescribed standard forms of residential tenancy agreement are amended. The standard form residential tenancy agreement (Schedule 1) is amended by:
 - (a) including a new clause relating to the minimisation of loss; and
 - (b) redrafting the notes relating to the ending of an agreement to make the procedure for termination clearer; and
 - (c) consequentially re-numbering some provisions.
- Parallel changes are made to the standard form residential tenancy agreement for landlords and tenants of moveable dwellings or moveable dwelling sites (Schedule 2). In addition, that agreement is amended to reflect the changes made in relation to caravans and certain other moveable dwellings by the Residential Tenancies (Movable Dwellings) Amendment Act 1991.
- Two additional standard form residential tenancy agreements are prescribed for tenancies exceeding 3 years. Those agreements are required to be in registrable form (for the purposes of registration under the Weal Property Act 1900). A premises condition report is prepared in each case but it does not form part of the agreement itself.

