



New South Wales

Residential Parks Regulation 1999

under the

Residential Parks Act 1998

His Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Residential Parks Act 1998*.

J W Shaw, Q C MLC
Minister for Fair Trading

Explanatory note

The object of this Regulation is to make provision for residential tenancies in respect of residential parks (that is, caravan parks and manufactured home estates). The Regulation makes provision in respect of the following matters:

- (a) the application of the Act to certain caravans and campervans (clause 5),
- (b) the exemption of certain persons from certain obligations relating to rent records (clause 6),
- (c) the standard form of residential tenancy agreements in respect of residential parks (clause 7 and Schedules 1-4),
- (d) the provision of information to residents (clause 8),
- (e) the completion of condition reports contained in a standard form of residential tenancy agreement (clauses 9 and 10),
- (f) fees, costs and charges payable by residents and by park owners (clauses 11-15),
- (g) the disposal of goods left on premises by residents (clauses 16-20),
- (h) the service of documents (clauses 21 and 22),
- (i) the manner in which residential premises must be individually metered if the resident is to be required to pay for excess water or for all water consumption charges (clause 23),

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Explanatory note

- (i) the form of assignment of a resident's rights and obligations under a residential tenancy agreement (clause 24 and Schedule 5),
- (k) the form of warrants authorising enforcement of orders for possession (clause 25 and Schedule 6),
- (l) formal matters (clauses 1-4 and 26).

This Regulation is made under the *Residential Parks Act 1998*, including section 155 (the general regulation-making power).

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Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Residential Parks Regulation 1999*.

2 Commencement

This Regulation commences on 1 March 1999.

3 Definition

In this Regulation:

the Act means the *Residential Parks Act 1998*.

4 Notes

The explanatory note, table of contents and notes in the text of this Regulation do not form part of this Regulation.

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Clause 5 Residential Parks Regulation 1999

Part 2 Application of Act

Part 2 Application of Act

5 Act does not apply to certain caravans and campervans for certain period: sec 6

- (1) This clause applies to premises that consist of a residential site, or a moveable dwelling on a residential site, if the moveable dwelling occupied or intended to be occupied (whether or not it is comprised in the premises) is a caravan, or campervan, that does not have a rigid annexe attached to it.
- (2) The Act does not apply to premises to which this clause applies for the first 30 days of the occupation of the relevant premises unless the park owner and the resident agree that the Act applies.
- (3) The Act applies to the premises 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 premises.
- (4) In this clause:

campervan means a moveable dwelling (other than a caravan) that is a motor vehicle, within the meaning of the *Road Transport (Vehicle Registration) Act 1997*, and that is designed so as to be registrable under that Act, and includes a camper trailer.

caravan means a moveable dwelling that is a trailer, within the meaning of the *Road Transport (Vehicle Registration) Act 1997*, and that is designed so as to be registrable under that Act, but does not include a camper trailer.

6 Exemptions relating to rent records

- (1) A park owner under a residential tenancy agreement is exempted from the operation of sections 48 and 49 (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) A park owner who gives a record of the amount deducted as rent in the form of a pay advice slip is only exempt under this clause if:
- (a) the pay advice slip specifies the period for which the rent is paid. or
 - (b) the park owner makes information concerning that period available to the resident if the resident requests it.

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Clause 7 Residential Parks Regulation 1999

Part 3 Residential tenancy agreements

Part 3 Residential tenancy agreements

7 Standard form of residential tenancy agreement: sec 8

- (1) The standard form of residential tenancy agreement is:
 - (a) in the case of a residential site agreement that creates a tenancy for a term of up to 3 years—the form set out in Schedule 1, or
 - (b) in the case of a residential site agreement that creates a tenancy for a term exceeding 3 years—the form set out in Schedule 2, or
 - (c) in the case of an agreement that creates a tenancy for a term of up to 3 years and is not a residential site agreement—the form set out in Schedule 3, or
 - (d) in the case of an agreement that creates a tenancy for a term exceeding 3 years and is not a residential site 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) For the purposes of section 10 (1) (c) of the Act, any additional terms of a residential tenancy agreement must be set out on a separate page of the agreement using the heading and opening words set out in the relevant part of the standard form of residential tenancy agreement set out in Schedule 1, 2, 3 or 4. The heading and opening words must be in a similar style to that set out in the relevant part of the relevant agreement.

8 Provision of information to resident

- (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 "Residential Park Living" prepared by the Department of Fair Trading, dated February 1999 and available from the Department of Fair Trading.

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.

9 Condition report: sec 8 (4)

- (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 the 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.
- (5) It is sufficient compliance with this clause by the park owner if the park manager meets the obligations of the park owner under this clause.

Note. Section 143 of the Act provides that a resident may give to a park manager appointed under that section any notices or other documents required to be given to the park owner.

10 Exemptions from obligation to include a condition report

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):

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Clause 10 Residential Parks Regulation 1999

Part 3 Residential tenancy agreements

- (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 the inclusion of 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 that 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 resident'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

11 Maximum fees payable by resident: sec 12

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 duty under the *Duties Act 1997*) 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.

12 Fees for park access devices: sec 30

- (1) For the purposes of section 30 of the Act, the maximum amount that a resident may be required to pay for the cost of providing a key or other opening device to any lock or other security device to restrict entry to the residential park is:
 - (a) in the case of a resident who has paid a rental bond in relation to a residential tenancy agreement with the park owner—nil, or
 - (b) in the case of a resident who has not paid such a rental bond—\$15 which is refundable on surrender of the key or device to the park owner.
- (2) For the purposes of section 30 of the Act, the maximum amount that a resident may be required to pay for the cost of providing a replacement key or other opening device to any lock or other security device to restrict entry to the residential park is \$15.

13 Prescribed charges payable by resident: sec 36

- (1) For the purposes of section 36 (1) (a) of the Act, a resident is required to pay all gas consumption charges in connection with any residential premises, including gas consumption charges payable under any Act or regulation or under any arrangement authorised by any Act or regulation.

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Clause 13 Residential Parks Regulation 1999

Part 4 Fees, costs and charges

- (2) For the purposes of section 36 (1) (d) of the Act, the prescribed charges that a resident is required to pay are:
- (a) any charges for pumping out a septic system used in connection with the residential premises, other than charges included in rates fixed under the *Local Government Act 1993*,
 - (b) any excess garbage or sanitary charges relating to the resident's use of the residential premises.

14 Reservation fees: sec 44

- (1) For the purposes of section 44 of the Act, the circumstances in which a person may require or receive a reservation fee from a prospective resident of a residential site (but not from a resident of that residential site) 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 in respect of that proposed residential tenancy agreement,
 - (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 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
 - (iii) 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
 - (iv) 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.

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Clause 15 Residential Parks Regulation 1999

Part 4 Fees, costs and charges

15 Fees for residents: see 45

- (1) For the purposes of section 45 of the Act, the following fees may be required or received from the resident, 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) 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 that 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:
 - (a) if the moveable dwelling in which the visitors stayed contains its own bathroom facilities, or
 - (b) if the communal bathroom facilities for the residential park are charged for on a "user pays" basis.
- (3) 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 residential park for guests of a resident who stay in the residential park overnight.

Part 5 Disposal of goods left by resident (sec 134)

16 Uncollected goods

- (1) Goods (including any relocatable home or other moveable dwelling owned by a resident) 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:
 - (a) when the resident vacates the premises, or
 - (b) if the resident vacates the premises before the residential tenancy agreement is terminated, when the agreement is terminated.
- (2) Uncollected goods may be disposed of as provided by this Part, but only if the requirements of this Part are complied with.

17 Options available to park owner when goods not collected

- (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 or park manager unless the goods are disposed of as authorised by this clause.
- (3) If the goods are perishable foodstuffs, the park owner or park manager may remove and destroy or otherwise dispose of the goods.
- (4) If the park owner or park manager 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 or park manager may remove and destroy or otherwise dispose of the goods.
- (5) If the residential premises consist of a residential site, and the goods left on the premises include a moveable dwelling, the park owner or park manager may store any other goods in the moveable dwelling and may store the moveable dwelling on the residential site.

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Clause 17 Residential Parks Regulation 1999

Part 5 Disposal of goods left by resident (sec 134)

(6) In this clause,

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

18 Notice to resident that goods are in storage

- (1) When goods are stored by the park owner or park manager, the park owner or park manager 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 or park manager.
- (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 (including the site number, where appropriate),
 - (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, storage and advertising of the sale by public auction 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, including the cost of advertising the sale.

19 Uncollected goods may be auctioned

- (1) As soon as practicable after uncollected goods have been stored by the park owner or park manager in accordance with this Part for 30 days, the park owner or park manager is to cause them to be sold by public auction.
- (2) The park owner or park manager 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, including the cost of advertising the sale.
- (3) It is sufficient compliance with subclause (2) that the park owner or park manager has made reasonable attempts to locate the resident for the purpose of accounting to the resident.

20 Claiming uncollected goods

- (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 or park manager must deliver up the goods to a person who claims them if the park owner or park manager is satisfied that the person is entitled to claim them.
- (3) The park owner is entitled to require payment of the park owner's or park manager's costs and expenses actually incurred in the removal and storage of goods and in advertising the sale of the 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 and advertising the sale, the park owner or park manager must deliver up the claimed goods to the claimant without requiring payment of the park owner's or park manager's reasonable costs of removal, storage and advertising of the sale of the claimed goods.

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Clause 21 Residential Parks Regulation 1999

Part 6 Service

Part 6 Service

21 Service of documents generally: sec 153

- (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 or this Regulation.
- (2) For the purposes of section 153 (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 153 (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 owner or park manager.
- (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 Tribunal.

22 Service of notices of termination: sec 153 (4)

- (1) For the purposes of section 153 (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 153 (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 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
 - (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 park owner's or park manager's usual place of business.

Note. Section 143 of the Act provides that a resident may give to a park manager appointed under that section any notices or other documents required to be given to the park owner.

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Clause 23 Residential Parks Regulation 1999

Part 7 Miscellaneous

Part 7 Miscellaneous

23 Water metering standards: secs 36 (1) (b) and 38 (1)

(1) For the purposes of sections 36 (1) (b) and 38 (1) of the Act, residential premises must be individually metered in accordance with the Plumbing and Drainage Code of Practice, or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential premises are located.

(2) In this clause:

Plumbing and Drainage Code of Practice means the code of practice published by the Committee on Uniformity of Plumbing and Drainage in New South Wales under the title “New South Wales Code of Practice—Plumbing and Drainage”, as published in Gazette No 89 of 17 July 1992, at pages 5098–5146.

24 Instrument of assignment: sec 41 (5)

An instrument of assignment may be in either of the forms set out in Schedule 5.

25 Order for possession: sec 123

For the purposes of section 123 of the Act, the prescribed form of warrant authorising a sheriff’s officer to enter residential premises to enforce an order for possession is the form set out in Schedule 6.

26 Savings

Any act, matter or thing that, immediately before the repeal of the *Residential Tenancies (Moveable Dwellings) Regulation 1995*, had effect under that regulation continues to have effect under this Regulation.

Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

(Clause 7 (1) (a))

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 is required to give the resident a copy of “Residential Park Living”. That book explains the resident’s 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.
4. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers) at or before the time that this agreement is entered into. Those park rules, and those questions and answers, must also be attached to this agreement when it is entered into.

Part 1 Terms of agreement

THIS AGREEMENT is made on/...../..... at NSW

BETWEEN

PARK OWNER:

(Name/s) (ACN)

(Address)

.....

(Name of park manager) (ACN)

(Address)

.....

Emergency contact No for park manager

AND

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Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

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 (dimensions or square metres).....

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 (*eg 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 Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

Residential Parks Regulation 1999

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

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 (for the resident to keep) at or before the time that another copy of the agreement is signed and given by the resident to the park owner or the park manager, and
 - 1.2 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

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 or if the owner is otherwise exempt from that obligation.)

PAYMENT OF COUNCIL RATES AND OTHER CHARGES

- 4. **The park owner agrees** to pay, in connection with the residential site:
 - 4.1 Council rates, and
 - 4.2 for electricity, other than electricity that the resident has agreed to pay for under clause 5.1 of this agreement, and
 - 4.3 for water, other than water that the resident has agreed to pay for under clause 5.3 of this agreement, and
 - 4.4 land taxes, and
 - 4.5 the cost of installing any meters to measure the supply of water, electricity or gas, and
 - 4.6 charges under any other Act.
- 5. **The resident agrees** to pay, in connection with the residential site:
 - 5.1 any electricity charges agreed to in clause 6 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, and
 - 5.2 for gas, and
 - 5.3 for one of the following classes of water charges:
 - 5.3.1 excess water charges, if the site is individually metered by the relevant water supply authority in accordance with the *Plumbing and Drainage Code of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential site is located, or

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Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

5.3.2 any charge for water consumption agreed to in clause 7 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, or

5.3.3 from 1 January 2000, all charges for water consumption, if the site is individually metered in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable, and

5.4 any excess garbage or sanitary charges, and

5.5 for pumping out a septic system, and

5.6 an amount for any key or opening device, issued to the resident, not exceeding \$15 for each key or device or replacement key or device issued, and

5.7 security deposits, or charges payable in advance, as the case may be, for the supply of any gas or any 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.

ELECTRICITY (*Cross out this clause if it is not applicable*)

6. The resident agrees to pay all electricity charges in connection with the residential site where:

6.1 the residential premises are individually metered in compliance with the *Code of Practice for Electricity Supply to Long-term Residents of Caravan Parks* prepared by the Department of Energy, and

6.2 any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and

6.3 the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and

6.4 the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.

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

7. The resident agrees to pay for all water used in connection with the residential site where:

7.1 the residential site is individually metered in accordance with the *Plumbing and Drainage of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential site is located, and

7.2 the resident is billed either directly by the water supply authority or by the park owner in accordance with section 38 of the *Residential Parks Act 1998*, and

7.3 the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable.

POSSESSION OF THE RESIDENTIAL SITE

8. The park owner agrees:

- 8.1 to make sure the residential site is vacant so the resident can move in on the date agreed, and
- 8.2 that 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, and
- 8.3 that the park owner or park manager has given approval for the occupation of the residential site as the resident's principal place of residence.

RESIDENT'S RIGHT TO QUIET ENJOYMENT

9. The park owner agrees:

- 9.1 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
- 9.2 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

10. The resident agrees not to interfere with or cause or permit interference with:

- 10.1 the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
- 10.2 the proper use and enjoyment of the residential park by the other residents of the residential park.

USE OF THE RESIDENTIAL SITE

11. The resident agrees:

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

OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES

12. The park owner agrees to take all reasonable steps to ensure that the park owner's other residents do not contravene any park rules for the residential park.

PARK OWNER'S ACCESS TO THE RESIDENTIAL SITE

13. The park owner agrees that 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:

- 13.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 13.2 if the Residential Tribunal so orders,
- 13.3 if there is good reason for the park owner to believe the residential site is abandoned,
- 13.4 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).

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13.5 to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident gets 2 days' notice on each occasion,

13.6 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,

13.7 to show the residential site (but not any moveable dwelling on the 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),

13.8 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,

13.9 if the resident agrees.

14. The park owner agrees that if a person has power to enter the residential site under clause 13.4, 13.5, 13.6, 13.7 or 13.8 of this agreement the person:

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

14.2 may enter the residential site only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.

15. The park owner agrees that, 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 site.

CLEANLINESS, REPAIRS AND DAMAGE TO THE RESIDENTIAL SITE

16. The park owner agrees to make sure the residential site, everything provided with the residential site for use by the resident, and the common areas of the residential park, are reasonably clean and fit to live in or use.

17. The resident agrees:

17.1 to keep the residential site reasonably clean, and

17.2 to notify the park owner as soon as practicable of any damage to the residential site, and

17.3 not to intentionally or negligently cause or permit any damage to the residential site, and

17.4 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.

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 34 of this agreement applies, and
- a date has been inserted in clause 34, in which case the specified earlier condition report forms part of this agreement.

ALTERATIONS AND ADDITIONS TO THE RESIDENTIAL SITE

18. The resident agrees:

- 18.1** not to attach any fixture or renovate, alter or add to the residential site without the park owner's written permission, and
- 18.2** not to remove, without the park owner's written permission, any fixture attached to the residential site by the resident, and
- 18.3** to notify the park owner of any damage caused by removing any fixture attached to the residential site by the resident, and
- 18.4** to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks for the removal and for compensation.

19. 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.

ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT

20. The resident agrees:

- 20.1** not to make any alteration to the moveable dwelling on the residential site that is visible from the outside of the moveable dwelling unless the park owner has agreed to the alteration, and
- 20.2** not to make any addition to the residential site unless the park owner has agreed to the addition.

21. The park owner agrees not to unreasonably withhold or refuse the consent referred to in clause 20.

ACCESS TO THE RESIDENTIAL PARK

22. The park owner agrees that, if the park owner has already installed any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access:

- 22.1** subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident at the commencement of this agreement, and
- 22.2** the park owner will maintain those locks or security devices in working order.

23. The park owner agrees that, if the park owner installs or alters any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, during the term of this agreement:

- 23.1** subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident, and
- 23.2** the park owner will maintain those locks or security devices in working order.

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RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

24. 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, or elsewhere in the residential park, who breaks any of the terms of this agreement.

RIGHT TO ASSIGN OR SUB-LET

25. The park owner agrees:

- 25.1** that the resident may, with the prior consent of the park owner, assign the whole or part of the resident's interest under this agreement or sub-let the residential site, and
- 25.2** that the park owner may not unreasonably withhold or refuse consent to the assignment or sub-letting, and
- 25.3** that the park owner will not impose any charge for giving such a consent, other than for the park owner's reasonable expenses in giving consent.

PARK OWNER'S CHANGE OF ADDRESS

26. The park owner agrees:

- 26.1** 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
- 26.2** 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
- 26.3** 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.

MAIL FACILITIES (*Cross out if there are no individual mail facilities for the site*)

27. The park owner agrees that if any individual mail facilities for the residential site are installed in accordance with Part 9 of the *Residential Parks Act 1998*, those facilities will be available to the resident and the resident may install a lock on those facilities.

MITIGATION OF LOSS

28. The park owner and the resident agree that 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.)

PRESCRIBED TERMS

RENTAL BOND

29. The park owner agrees that where the park owner or the park manager apply to the Rental Bond Board or the Residential 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.

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Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

OBLIGATIONS UNDER PARK RULES

30. The park owner and the resident acknowledge that the park rules for the residential park are terms of this agreement and that if those park rules change (in accordance with Part 6 of the *Residential Parks Act 1998*) in a way that is consistent with the rest of this agreement, the terms of this agreement change accordingly.

BEHAVIOUR OF OTHER RESIDENTS

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

31.1 do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or

31.2 do not unreasonably interfere with the proper use and enjoyment of the residential park by the other residents of the residential park.

KEYS AND OPENING DEVICES

32. The resident agrees to return any key or other opening device provided to the resident, when this agreement is terminated.

MOVEABLE DWELLINGS

33. The resident agrees to ensure that the moveable dwelling complies with any regulations under the *Local Government Act 1993* with which it is required to comply.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

34. The park owner and the 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.

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Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

NOTE: The following matter must be on a separate page

ADDITIONAL TERMS

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

Additional terms may be included in this agreement if:

- (a) both the park owner and the residential agree to the terms, and*
- (b) they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) they do not conflict with the standard terms of this agreement.*

Park owner's signature

Resident's signature.....

(Sign this page even if there are no additional terms on it.)

Residential Parks Regulation 1999

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

NOTES**Definitions**

1. In this agreement:

park manager means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting of residential premises.

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.

regulations means regulations under the *Residential Parks Act 1998*.

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 moveable 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 residential 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 moveable 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 moveable dwelling within 90 days, and a second 30 days' notice if they do not comply with the first warning. If the moveable dwelling is still dilapidated, a termination notice with at least 60 days' notice may be given),

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- (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 (eg 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 for this reason 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 residential park or some other residential park operated by the park 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 (eg rent) that applied to the previous residential site.

Notices of termination

4. (1) A notice of termination must:

- (a) be in writing, and
- (b) state the address and site number of the residential site, and
- (c) be signed by the person giving it and be dated, and
- (d) allow the required period of time, and
- (e) give the date the resident intends to, or is requested to, move out, 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 owner's, or park manager's, place of business, or
- (d) given to a person aged over 16 who normally collects the rent.

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Compensation

6. Except in the case of certain residents living within Crown reserves, 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 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 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 Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive.

(4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Residential 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)

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ACKNOWLEDGMENT BY RESIDENT

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

Initial each box if you have received the document.

A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement.

The book entitled "Residential Park Living".

A list of questions and answers about living in the residential park (which are also attached to this agreement).

The park rules for the residential park (which are also attached to this agreement).

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

Residential Parks Regulation 1999

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

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 site by indicating whether the particular 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 within 7 days 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 residential site 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 residential site when the tenancy begins.
2. At the end of the tenancy the premises will be inspected and the condition of the residential site 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 residential site.
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 Tribunal has the power to hear disputes about the validity of a condition report.

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Residential Parks Regulation 1999

Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)

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 (specify)									
.....									
.....									
.....									
landscaping									
driveway									
storeroom/ shed									
site slab (concrete)									
services/ facilities (specify)									
.....									
.....									
.....									
.....									
general appearance									
utility services: eg water electricity gas TV aerial connection									

Residential Parks Regulation 1999

Standard form residential site agreement (where tenancy is for a term of 3 years or less) Schedule 1

Park owner's/park manager's signature

Resident's signature

Date

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's/park manager's signature

Resident's signature

Date

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)

Schedule 2 Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

(Clause 7 (1) (b))

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 is required to give the resident a copy of "Residential Park Living". That book explains the resident's 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.
4. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers) at or before the time that this agreement is entered into. Those park rules, and those questions and answers, must also be attached to this agreement when it is entered into.

Terms of agreement

THIS AGREEMENT is made on/...../..... at NSW

BETWEEN

BARK OWNER:

(Name/s) (ACN)

(Address)

.....

(Name of park manager) (ACN)

(Address)

.....

Emergency contact No for park manager.....

AND

RESIDENT:

(Name/s)

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

Residential Parks Regulation 1999

Standard form residential site agreement (where tenancy is for a term exceeding 3 years) Schedule 2

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 (dimensions or square metres)

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 (*eg 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 Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

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 (for the resident to keep) of clauses 2–33 (clauses 6, 7 and 17.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the *Residential Parks Regulation 1999*, at or before the time another copy of this agreement is signed and given by the resident to the park owner or the park manager, and
- 1.2** a copy of the notes 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 this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

TERMS OF THIS AGREEMENT

2. The park owner and resident agree that clauses 2–33 (clauses 6, 7 and 17.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the *Residential Parks Regulation 1999* 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 clause 4 (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7).

4. The park owner agrees:

- 4.1** 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 3 of Schedule 1 to the *Residential Parks Regulation 1999*, and
- 4.2** to ensure that the park manager completes all relevant sections of the report, including the section headed "SITE", and
- 4.3** to give 2 copies of the report to the resident at or before the time of entering into the agreement.

5. The resident agrees to do the following (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7):

- 5.1** 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,
- 5.2** to return a copy of the completed condition report to the park owner or park manager within 7 days of receiving the report.

Residential Parks Regulation 1999

Standard form residential site agreement (where tenancy is for a term exceeding 3 years) Schedule 2

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 7 of this agreement, 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.

PRESCRIBED TERMS**AGREEMENT TO USE PREVIOUS CONDITION REPORT**

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

ELECTRICITY (*Cross out this clause if it is not applicable*)

8. The resident agrees to pay all electricity charges in connection with the residential site, where:

- 8.1** the residential premises are individually metered in compliance with the *Code of Practice for Electricity Supply to Long-term Residents of Caravan Parks* prepared by the Department of Energy, and
- 8.2** any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
- 8.3** the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
- 8.4** the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.

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

9. The resident agrees to pay for all water used in connection with the residential site where:

- 9.1** the residential site is individually metered in accordance with the *Plumbing and Drainage Code of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential site is located, and
- 9.2** the resident is billed either directly by the water supply authority or by the park owner in accordance with section 38 of the *Residential Parks Act 1998*, and
- 9.3** the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable.

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Schedule 2 Standard form residential site agreement (where tenancy is for a term exceeding 3 years)

NOTE: The following matter must be on a separate page

ADDITIONAL TERMS

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

Additional terms may be included in this agreement if:

- (a) both the park owner and the resident agree to the terms, and*
- (b) they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) they do not conflict with the standard terms of this agreement.*

Park owner's signature

Resident's signature.....

(Sign this page even if there are no additional terms on it.)

Residential Parks Regulation 1999

Standard form residential site agreement (where tenancy is for a term exceeding 3 years) Schedule 2

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

SIGNED BY THE PARK OWNER

in the presence of
(Name of witness)

.....
(Signature of park owner)

.....
(Signature of witness)

ACKNOWLEDGMENT BY RESIDENT

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

Initial each box if you have received the document.

A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement.

The book entitled "Residential Park Living".

A list of questions and answers about living in the residential park (which are also attached to this agreement).

The park rules for the residential park (which are also attached to this agreement).

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

(Clause 7 (1) (c))

This agreement is in 3 parts:

Part 1—Sets out the terms of the agreement.

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

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 is required to give the resident a copy of "Residential Park Living". That book explains the resident's 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.
4. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers) at or before the time that this agreement is entered into. Those park rules, and those questions and answers, must also be attached to this agreement when it is entered into.

Part 1 Terms of agreement

THIS AGREEMENT is made on/...../..... at NSW

BETWEEN

PARK OWNER:

(Name/s) (ACN)

(Address)

.....

(Name of park manager) (ACN)

(Address)

.....

Emergency contact No for park manager.....

AND

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

RESIDENT:

(Name/s)

Other people who will ordinarily live at the residential premises 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 (dimensions or square metres):

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 premises 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 (*eg 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 in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

Schedule 3	Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)
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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

P. **The park owner agrees** to give the resident:

- 1.1 a copy of this agreement (for the resident to keep) at or before the time that another copy of the agreement is signed and given by the resident to the park owner or the park manager, and
- 1.2 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

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 or if the owner is otherwise exempt from the obligation.)

PAYMENT OF COUNCIL RATES AND OTHER CHARGES

4. **The park owner agrees** to pay, in connection with the residential premises:

- 4.1 Council rates, and
- 4.2 for electricity, other than electricity that the resident has agreed to pay for under clause 5.1 of this agreement, and
- 4.3 for water, other than water that the resident has agreed to pay for under clause 5.3 of this agreement, and
- 4.4 land taxes, and
- 4.5 the cost of installing any meters to measure the supply of water, electricity or gas, and
- 4.6 charges under any other Act.

5. **The resident agrees** to pay, in connection with the residential premises:

- 5.1 any electricity charges agreed to in clause 6 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, and
- 5.2 for gas, and
- 5.3 for one of the following classes of water charges:
 - 5.3.1 excess water, if the residential premises are individually metered by the relevant water supply authority in accordance with the *Plumbing and Drainage Code of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential premises are located, or

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

- 5.3.2 any charge for water consumption agreed to in clause 7 of this agreement (if that clause has not been crossed out) or in any other provision of this agreement, or
- 5.3.3 from 1 January 3000, all charges for water consumption, if the residential premises are individually metered in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for the water is calculated according to the metered amount of water consumed and there is no minimum charge payable, and
- 5.4 any excess garbage or sanitary charges, and
- 5.5 for pumping out a septic system, and
- 5.6 reasonable visitors fees (if such fees are permitted by the regulations), and
- 5.7 an amount for any key or opening device, issued to the resident, not exceeding \$15 for each key or device or replacement key or device issued, and
- 5.8 security deposits, or charges payable in advance, as the case may be, for the supply of any gas or any 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.

ELECTRICITY (*Cross out this clause if it is not applicable*)

6. The resident agrees to pay all electricity charges in connection with the residential premises where:

- 6.1 the residential premises are individually metered in compliance with the *Code of Practice for Electricity Supply to long-term Residents of Caravan Parks* prepared by the Department of Energy, and
- 6.2 any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
- 6.3 the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
- 6.4 the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.

WATER (*Cross out this clause If it is not applicable*)

7. The resident agrees to pay for all water used in connection with the residential premises where:

- 7.1 the residential premises are individually metered in accordance with the *Plumbing and Drainage Code of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential premises are located, and
- 7.2 the resident is billed either directly by the water supply authority or by the park owner in accordance with section 38 of the *Residential Parks Act 1998*, and
- 7.3 the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable.

POSSESSION OF THE PREMISES

8. The park owner agrees:

- 8.1** to make sure the residential premises are vacant so the resident can move in on the date agreed, and
- 8.2** that there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the residential premises cannot be used as a residence or the site of a residence. as the case may be, for the term of this agreement, and
- 8.3** that the park owner or park manager has given approval for the occupation of the residential premises as the resident's principal place of residence.

RESIDENT'S RIGHT TO QUIET ENJOYMENT

9. The park owner agrees:

- 9.1** 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
- 9.2** 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

10. The resident agrees not to interfere with or cause or permit interference with:

- 10.1** the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
- 10.2** the proper use and enjoyment of the residential park by the other residents of the residential park.

USE OF THE PREMISES

11. The resident agrees:

- 11.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 11.2** not to cause or permit a nuisance.

OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES

12. The park owner agrees to take all reasonable steps to ensure that the park owner's other residents do not contravene any park rules for the residential park.

PARK OWNER'S ACCESS TO THE PREMISES

13. The park owner agrees that 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 (that is, the residential site and any moveable dwelling that is not owned by the resident) in the following circumstances:

- 13.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 13.2** if the Residential Tribunal so orders.

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

- 13.3** if there is good reason for the park owner to believe the premises are abandoned,
- 13.4** to inspect the premises, if the resident gets 7 days' notice (no more than 4 inspections are allowed in any period of 13 months),
- 13.5** to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident gets 2 days' notice on each occasion,
- 13.6** to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident gets reasonable notice on each occasion,
- 13.7** 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),
- 13.8** 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,
- 13.9** if the resident agrees.

14. The park owner agrees that if a person has power to enter the residential premises under clause 13.4, 13.5, 13.6, 13.7 or 13.8 the person:

- 14.1** must not enter the premises on a Sunday or a public holiday, unless the resident agrees, and
- 14.2** may enter the premises only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.

15. The park owner agrees that, 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

16. The park owner agrees:

- 16.1** to make sure the residential premises (that is, the residential site, everything provided with the residential site for use by the resident and any moveable dwelling that is not owned by the resident) are reasonably clean and fit to live in, and
- 16.2** to make sure that the common areas of the residential park are reasonable clean and fit to use, and
- 16.3** to keep the residential premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.

17. The resident agrees:

- 17.1** to keep the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) reasonably clean, and

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Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

17.2 to notify the park owner as soon as practicable of any damage to the premises, and

17.3 not to intentionally or negligently cause or permit any damage to the premises, and

17.4 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 39 of this agreement applies, and
- a date has been inserted in clause 39, in which case the specified earlier condition report forms part of this agreement.

ALTERATIONS AND ADDITIONS TO PREMISES THAT BELONG TO THE PARK OWNER (*Cross out this clause if the resident is renting the residential site and not the moveable dwelling*)

18. The resident agrees:

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

18.2 not to remove, without the park owner's written permission, any fixture attached to the residential premises by the resident, and

18.3 to notify the park owner of any damage caused by removing any fixture attached to the residential premises by the resident, and

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

19. 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.

ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT (*Cross out this clause if the resident is renting the moveable dwelling from the park owner*)

20. The resident agrees:

20.1 not to make any alteration to the moveable dwelling on the residential site that is visible from the outside of the moveable dwelling unless the park owner has agreed to the alteration, and

20.2 not to make any addition to the residential site unless the park owner has agreed to the addition.

21. The park owner agrees not to unreasonably withhold or refuse the consent referred to in clause 20.

ACCESS TO THE RESIDENTIAL PARK

22. The park owner agrees that, if the park owner has already installed any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access:

22.1 subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident at the commencement of this agreement, and

22.2 the park owner will maintain those locks or security devices in working order.

23. The park owner agrees that, if the park owner installs or alters any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, during the term of this agreement:

23.1 subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident, and

23.2 the park owner will maintain those locks or security devices in working order.

URGENT REPAIRS

24. 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:

24.1 the damage was not caused to the premises let as a result of a breach of this agreement by the resident, and

24.2 the resident gives or makes a reasonable attempt to give the park owner notice of the damage, and

24.3 the resident gives the park owner a reasonable opportunity to make the repairs, and

24.4 the resident makes a reasonable attempt to have any appropriate tradesperson named in clause 25 of this agreement to make the repairs, and

24.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

24.6 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.

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

25.1 a burst water service, or

25.2 a blocked or broken lavatory system, or

25.3 a serious roof leak, or

25.4 a gas leak, or

25.5 a dangerous electrical fault, or

25.6 flooding or serious flood damage, or

25.7 serious storm or fire damage, or

25.8 a failure or breakdown of the gas, electricity or water supply to the premises, or

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Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

25.9 a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering, or

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

Tradesperson/s

LOCKS AND SECURITY DEVICES

26. The park owner agrees:

- 26.1** 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
- 26.2** 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 Tribunal) unless the resident agrees, and
- 26.3** 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 Residential Tribunal so orders.

27. The resident agrees:

- 27.1** 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 Tribunal) unless the park owner agrees, and
- 27.2** to give the park owner a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the park owner agrees not to be given a copy or the Residential Tribunal so orders.

RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

28. 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, or elsewhere in the residential park, who breaks any of the terms of this agreement.

RIGHT TO ASSIGN OR SUB-LET

29. The park owner agrees that the resident may, with the park owner's prior consent, assign the remainder of the resident's interest under this agreement or sub-let the residential premises.

30. The park owner agrees not to impose any charge for giving such consent other than for the park owner's reasonable expenses in giving consent.

PARK OWNER'S CHANGE OF ADDRESS

31. The park owner agrees:

- 31.1** 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

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

31.2 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

31.3 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.

MAIL FACILITIES (*Cross out If there are no individual mail facilities for the site*)

32. The park owner agrees that if any individual mail facilities for the residential site are installed in accordance with Part 9 of the *Residential Parks Act 1998*, those facilities will be available to the resident and the resident may install a lock on those facilities.

MITIGATION OF LOSS

33. The park owner and the resident agree that 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.)

PRESCRIBED TERMS**RENTAL BOND**

34. The park owner agrees that where the park owner or the park manager applies to the Rental Bond Board or the Residential 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.

OBLIGATIONS UNDER PARK RULES

35. The park owner and the resident acknowledge that the park rules for the residential park are terms of this agreement and that if those park rules change (in accordance with Part 6 of the *Residential Parks Act 1998*) in a way that is consistent with the rest of this agreement, the terms of this agreement change accordingly.

BEHAVIOUR OF OTHER RESIDENTS

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

36.1 do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or

36.2 do not unreasonably interfere with the proper use and enjoyment of the residential park by the other residents of the residential park.

KEYS AND OPENING DEVICES

37. The resident agrees to return any key or other opening device provided to the resident, then this agreement is terminated.

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MOVEABLE DWELLING

38. The park owner agrees that, where premises let include a moveable dwelling, to ensure that the moveable dwelling complies with any regulations under the *Local Government Act 1993* with which it is required to comply.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

39. The park owner and the 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.

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Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

NOTE: The following matter must be on a new page

ADDITIONAL TERMS

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

Additional terms may be included in this agreement if:

- (a) both the park owner and the resident agree to the terms, and*
- (b) they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) they do not conflict with the standard terms of this agreement.*

Park owner's signature

Resident's signature

(Sign this page even if there are no Residential terms on it.)

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Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

NOTES

Definitions

1. In this agreement:

park manager means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting 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 Parks Act 1998*.

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 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 by the person giving it and be dated, and
- (d) allow the required period of time, and
- (e) give the date the resident intends to, or is requested to, move out, 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

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Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

- (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) given to the park owner, or to the park manager, personally, or
 - (c) posted or faxed to the park owner's, or 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 Part 1 of this agreement) has not passed this agreement is still 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:

- (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).

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- (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 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 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.

(3) The resident can apply to the Residential Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive.

(4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Residential 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)

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ACKNOWLEDGMENT OF RESIDENT

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

Initial each box if you have received the document.

A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement.

The book entitled "Residential Park Living".

A list of questions and answers about living in the residential park (which are also attached to this agreement).

The park rules for the residential park (which are also attached to this agreement).

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

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 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 within 7 days 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 residential 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 Tribunal has the power to hear disputes about the validity of a condition report.

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

EXAMPLE

Condition of premises at start of tenancy

	Clean	Undamaged	Working	Tenant agrees	Comments
LOUNGE/ DINING					
walls/ ceiling	Y	Y	Y	Y	
doors/ windows/ screens	Y	Y	Y	Y	
blinds/ curtains	Y	Y	Y	Y	no curtains
lights/ power points	Y	Y	Y	N	light shade cracked
floor coverings	N	Y		Y	
other					

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Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

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
LOUNGE/ DINING walls/ ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
other									
KITCHEN walls/ ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									

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Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

floor/
coverings

cupboards/
drawers

bench tops/
tiling

sink/
disposal
unit

taps

stove top

griller

oven

refrigerator

exhaust fan

other

BEDROOM 1

walls/
ceiling

doors/
windows/
screens

blinds/
curtains

lights/
power
points

floor
coverings

other

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Residential Parks Regulation 1999

Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

BEDROOM 2

walls/
ceiling

doors/
windows
screens

blinds/
curtains

lights/
power
points

floor
coverings

other

BEDROOM 3

walls/
ceiling

doors/
windows/
screens

blinds/
curtains

lights/
power
points

floor
coverings

other

BATHROOM

walls/
ceiling

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

doors/
windows
screens

blinds/
curtains

lights/
power
points

floor/
coverings

bath

shower

shower
screen

wash
basin

tiling

mirror/
cabinet

towel
rails

toilet/
WC

other

LAUNDRY
walls/
ceiling

doors/
windows/
screens

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Residential Parks Regulation 1999

Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)

blinds/
curtains

lights/
power
points

floor
coverings

wash
tubs

hot
water
service

other

GENERAL
concrete
paving

annexe/
verandah

carport/
space

other

SITE
exclusive
facilities
(specify)

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

landscaping

driveway

storeroom/
shed

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less) Schedule 3

site
slab
(concrete)

services/
facilities
(specify)

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

general
appearance

utility
services:
eg water
electricity
gas
TV aerial
connection

Park owner's/park manager's signature

Resident's signature

Date

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

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

The park owner agrees to complete that work by

Park owner's/park manager's signature

Resident's signature

Date

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 Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

Schedule 4 Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

(Clause 7 (1) (d))

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 is required to give the resident a copy of "Residential Park Living". That book explains the resident's 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.
4. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers) at or before the time that this agreement is entered into. Those park rules, and those questions and answers, must also be attached to this agreement when it is entered into.

Terms of agreement

THIS AGREEMENT is made on/...../..... at NSW

BETWEEN

PARK OWNER:

(Name/s) (ACN)

(Address)

(Name of park manager) (ACN)

(Address)

Emergency contact No for park manager.....

AND

RESIDENT:

(Name/s)

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

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years) Schedule 4

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 (dimensions or square metres)

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 (*eg 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 in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

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 (for the resident to keep) of clauses 2–38 (clauses 6, 7 and 17.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the *Residential Parks Regulation 1999*, at or before the time another copy of this agreement is signed and given by the resident to the park owner or the park manager, and
- 1.2 a copy of the notes 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 this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

TERMS OF THIS AGREEMENT

2. The park owner and resident agree that clauses 2–38 (clauses 6, 7 and 17.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the *Residential Parks Regulation 1999* 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 clause 4 (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7).

4. The park owner agrees:

- 4.1 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 Parks Regulation 1999*, and
- 4.2 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
- 4.3 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
- 4.4 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
- 4.5 to give 2 copies of the report to the resident at or before the time of entering into the agreement.

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years) Schedule 4

5. The resident agrees to do the following (unless this agreement is a renewed agreement, the park owner and resident have agreed that clause 7 of this agreement applies, and a date has been inserted in clause 7):

- 5.1** 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,
- 5.2** to return a copy of the completed condition report to the park owner or park manager within 7 days of receiving the report.

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 7 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.

PRESCRIBED TERMS**AGREEMENT TO USE PREVIOUS CONDITION REPORT**

7. The park owner and the 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.

ELECTRICITY (*Cross out this clause if it is not applicable*)

8. The resident agrees to pay all electricity charges in connection with the residential premises, where:

- 8.1** the residential premises are individually metered in compliance with the *Code of Practice for Electricity Supply to Long-term Residents of Caravan Parks* prepared by the Department of Energy, and
- 8.2** any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
- 8.3** the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
- 8.4** the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.

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

9. The resident agrees to pay for all water used in connection with the residential premises where:

- 9.1** the residential premises are individually metered in accordance with the *Plumbing and Drainage Code of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential premises are located, and

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Residential Parks Regulation 1999

Schedule 4 Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

- 9.2** the resident is billed either directly by the water supply authority or by the park owner in accordance with section 38 of the *Residential Parks Act 1998*, and
 - 9.3** the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable.
-

Residential Parks Regulation 1999

Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years) Schedule 4

NOTE: The following matter must be on a new page

ADDITIONAL TERMS

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

Additional terms may be included in this agreement if:

- (a) both the park owner and the resident agree to the terms, and*
- (b) they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) they do not conflict with the standard terms of this agreement.*

Park owner's signature.....

Resident's signature

(Sign this page even if there are no additional terms on it.)

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Residential Parks Regulation 1999

Schedule 4 Standard form moveable dwelling agreement (where tenancy is for a term exceeding 3 years)

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)

ACKNOWLEDGMENT BY RESIDENT

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

Initial each box if you have received the document.

A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement.

The book entitled "Residential Park Living".

A list of questions and answers about living in the residential park (which are also attached to this agreement).

The park rules for the residential park (which are also attached to this agreement).

SIGNED BY THE RESIDENT

in the presence of
(Name of witness)

.....
(Signature of resident)

.....
(Signature of witness)

Schedule 5 Deed of assignment

(Clause 24)

Assignment of the whole of a resident's rights and obligations

I/we, *[fill in name and address of person or persons whose name is on the residential tenancy agreement]* assign the whole of my/our rights and obligations under the residential tenancy agreement between myself/ourselves and *[fill in the name of the park owner]* dated *[fill in the date of the original agreement]* to *[fill in the name of the person who will take over the rights and obligations]*.

I/we have obtained the consent of *[fill in the name of the park owner]*.

Signed by me:

Dated:

Assignment of part of a resident's rights and obligations

I/we, *[fill in name and address of person or persons whose name is on the residential tenancy agreement]* assign the following of my/our rights and obligations under the residential tenancy agreement between myself/ourselves and *[fill in the name of the park owner]* dated *[fill in the date of the original agreement]* to *[fill in the name of the person who will take over the rights and obligations]*:

[List here the rights and obligations to be assigned]

I/we have obtained the consent of *[fill in the name of the park owner]*.

Signed by me:

Dated:

Schedule 6 Order for possession

(Clause 25)

Warrant for enforcement of order for possession

Residential Parks Act 1998

To all sheriff's officers:

Why is this warrant being issued?

On the Residential Tribunal sitting at made the following orders:

- (a) an order terminating the residential tenancy agreement between and,
- (b) an order for possession of the residential premises at in New South Wales,
- (c) an order that the operation of the order for possession be suspended for a period of days from the date of the order [*Delete if not applicable*],
- (d) an order that the operation of the order for possession be terminated 14 days after the date of issue of this warrant [*Delete if not applicable*].

An application was made by the person in whose favour the order was made for the enforcement of the order for possession of the premises.

I am satisfied that the order has not been complied with, or that a condition of suspension of the order has not been complied with.

What does this warrant authorise?

This warrant authorises any sheriff's officer to enter the residential premises and take all steps that are reasonably necessary to give possession to the park owner.

Police assistance

A sheriff's officer may request that any member of the police force assist the sheriff's officer to enforce the order for possession.

Use of force

The sheriff's officer or member of the police force enforcing the order for possession is authorised to use such force as is reasonably necessary to enforce the order for possession.

Production of this warrant

The sheriff's officer or member of the police force enforcing the order for possession must produce this warrant if asked.

Residential Parks Regulation 1999

Order for possession

Schedule 6

Issue details

Date of issue of warrant:

This warrant must be executed within 14 days of its issue. *[Delete if not applicable]*

Signature

Signed by me:

Chairperson/Deputy Chairperson/Member/Registrar/Deputy Registrar *(delete whichever is not applicable)* of the Residential Tribunal

..... *(Print name)*

..... *(Signature)*

Case information

Residential Tribunal Registry

Phone No:

Name and address of park owner/park manager:

Park owner's/park manager's phone No:

Resident's phone No and file No: