



New South Wales

Residential Parks Amendment Regulation 2002

under the

Residential Parks Act 1998

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

JOHN AQUILINA, M.P.,
Minister for Fair Trading

Explanatory note

This Regulation makes various amendments to the *Residential Parks Regulation 1999*. The objects of these amendments are as follows:

- (a) to remove an exemption from the requirement that park owners give rent receipts and keep rent records for residents who are employees of the park owner and whose rent is deducted from their salary or wages,
- (b) to allow a park owner who installed a lock or other security device before the commencement of section 30 of the *Residential Parks Act 1998 (the Act)* to charge a maximum refundable fee of \$15 for providing a key or other opening device to certain residents who were tenants before that commencement,
- (c) to provide that a resident is not required to pay charges for gas supplied by the park owner unless the gas supply is accurately metered,
- (d) to make it clear that a resident is required to pay only septic pumpout charges relating to the resident's use of the premises, and not any charges relating to a previous resident's occupation,
- (e) to prescribe additional matters about which park rules may be made, and an additional function to be exercised by a Park Liaison Committee,

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- (f) to provide that where a resident leaves a moveable dwelling at a park, the park owner cannot dispose of the dwelling without authorisation from the Residential Tribunal,
- (g) to prescribe forms for notifying residents who leave goods at a park that the goods have been placed in storage and will be disposed of,
- (h) to make it clear that a park owner is entitled to recover the cost of notifying the resident that uncollected goods have been stored,
- (i) to allow records of rent receipts to be kept in electronic form,
- (j) to make it clear that it is not mandatory for a deed of assignment to be in a form set out in Schedule 5 to the Regulation,
- (k) to prescribe certain offences under the Act as offences for which a penalty notice may be given, and to specify the short descriptions of those offences,
- (l) to increase the maximum monetary penalty that may be imposed by a Local Court from 50 penalty units to 100 penalty units,
- (m) to amend the standard forms of tenancy agreements so as:
 - to provide for information about the supply of gas and electricity to be included in agreements, and
 - to reflect the changes made by this Regulation, and
 - to further explain certain rights and obligations of residents and park owners.
- (n) to prescribe an additional standard form of tenancy agreement with respect to land that is reserved or dedicated under the *National Parks and Wildlife Act 1974*.

This Regulation is made under the *Residential Parks Act 1998*, including sections 8, 36, 41, 62, 66, 134, 148, 149 and 155 (the general regulation-making power) of the Act and clause 8 of Schedule 1 to the Act.

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1 Name of Regulation

This Regulation is the *Residential Parks Amendment Regulation 2002*.

2 Amendment of Residential Parks Regulation 1999

The *Residential Parks Regulation 1999* is amended as set out in Schedule 1.

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Schedule 1 Amendments

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(Clause 2)

[1] Clause 6 Exemptions relating to rent records

Omit the clause.

[2] Clause 7 Standard form of residential tenancy agreement: sec 8

Insert “or an agreement with respect to land reserved or dedicated under the *National Parks and Wildlife Act 1974*” after “residential site agreement” wherever occurring in clause 7 (1) (c) and (d).

[3] Clause 7

Insert at the end of clause 7 (1):

, or

- (e) in the case of an agreement that creates a tenancy with respect to land reserved or dedicated under the *National Parks and Wildlife Act 1974*—the form set out in Schedule 4A.

[4] Clause 12A

Insert after clause 12:

12A Fees for park access devices installed before commencement of section 30

- (1) For the purposes of clause 8 of Schedule 1 to the Act, the maximum amount that a resident under an existing residential tenancy agreement may be required to pay for the cost of providing a key or other opening device for a lock or other security device installed before the commencement of section 30 of the Act is:
 - (a) in the case of a resident who has paid a rental bond in relation to the existing residential tenancy agreement—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 clause 8 of Schedule 1 to the Act, the maximum amount that a resident under an existing residential tenancy agreement may be required to pay for the cost of providing a replacement key or other opening device for a lock or other security device installed before the commencement of section 30 of the Act is \$15.

[5] Clause 13 Prescribed charges payable by resident: sec 36

Insert after clause 13 (1):

(1A) However, a resident is not required to pay any gas consumption charges for gas supplied by a park owner to the resident unless the gas is supplied through a gas meter that has been tested, sealed and stamped in accordance with the *Gas Supply (Gas Meters) Regulation 1997*.

[6] Clause 13 (2) (a)

Omit “used in connection with the residential premises”.

Insert instead “arising from the use of the residential premises by the resident”.

[7] Part 4A

Insert after clause 15:

Part 4A Park rules and park living

15A Additional matters for park rules: sec 62

For the purposes of section 62 (2) (j) of the Act, the following matters are prescribed:

- (a) waste recycling,
- (b) safety of persons and property within the residential park,
- (c) the storage and repair of motor vehicles, boats and trailers,

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(d) means of transportation within the residential park.

15B Additional functions for Park Liaison Committee: sec 66

For the purposes of section 66 (5) (h) of the Act, the function of assisting the park owner in developing a policy for supervising the placing of notices on park notice boards is prescribed.

[8] Clause 17 Options available to park owner when goods (other than moveable dwellings) not collected

Omit “sell the goods than the goods are worth” from clause 17 (4).

Insert instead “sell the goods (other than any moveable dwelling) than those goods are worth”.

[9] Clause 17 (4)

Insert “(other than any moveable dwelling)” after “dispose of the goods”.

[10] Clause 18 Notice to resident that goods are in storage

Omit the clause. Insert instead:

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:

- (a) give the resident written notice that the goods have been stored, and
- (b) publish a notice that the goods have been stored in a newspaper circulating generally throughout the State.

The notices must be given and published within 7 days after the goods are stored.

- (2) The notice referred to in subclause (1) (a) 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 referred to in subclause (1) (a) 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 referred to in subclause (1) (a) 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 brief description of the goods and, if the goods are or include a moveable dwelling, a description of the moveable dwelling,
 - (e) a statement that, on or after a specified date the goods (other than any moveable dwelling) will be sold by public auction unless they are first claimed, and any reasonable costs of removal, storage, notice of storage and sale (including the cost of advertising the sale) are paid,
 - (f) if the goods are or include a moveable dwelling, a statement that the park owner intends to apply to the Tribunal for an order authorising the removal, destruction, disposal or sale of the moveable dwelling, unless the dwelling is first claimed, and any reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale (including the cost of advertising the sale) are paid,
 - (g) a statement that the park owner will retain out of the proceeds of any sale of the goods any reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale (including the cost of advertising the sale),
 - (h) a statement that the resident is entitled to the balance of the proceeds of any sale of the goods.
- (5) The notice referred to:
- (a) in subclause (1) (a) is to be in the form set out in Schedule 7, and
 - (b) in subclause (1) (b) is to be in the form set out in Schedule 8.

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[11] Clause 18A

Insert after clause 18:

18A Order of Tribunal required for disposal of uncollected moveable dwelling

- (1) As soon as practicable after uncollected goods, being a moveable dwelling, have been stored by the park owner or park manager in accordance with this Part for 30 days, the park owner is to apply to the Tribunal for an order under section 134 of the Act authorising the removal, destruction, disposal or sale of the moveable dwelling.
- (2) A park owner may not dispose of a moveable dwelling unless the Tribunal has made such an order.
- (3) The park owner is to dispose of or otherwise deal with the moveable dwelling in the manner authorised by the Tribunal as soon as practicable after the Tribunal makes the order.
- (4) The park owner is required to account to the resident for the balance of the proceeds of the sale (if any) of the moveable dwelling after deduction of the reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale of the dwelling (including the cost of advertising the sale).
- (5) If the park owner has not located the resident, after making reasonable attempts to do so, for the purpose of accounting to the resident for the balance of the proceeds of any sale, the balance of the proceeds is to be dealt with as if it were unclaimed money under the *Unclaimed Money Act 1995*.

[12] Clause 19 Uncollected goods (other than moveable dwelling) may be auctioned

Insert “(other than a moveable dwelling)” after “uncollected goods” in clause 19 (1).

[13] Clause 19 (2)

Insert “, notice of storage” after “storage”.

[14] Clause 19 (3)

Omit the subclause. Insert instead:

- (3) If the park owner has not located the resident, after making reasonable attempts to do so, for the purpose of accounting to the resident for the balance of the proceeds of any sale, the balance of the proceeds is to be dealt with as if it were unclaimed money under the *Unclaimed Money Act 1995*.

[15] Clause 20 Claiming uncollected goods

Insert “, in the notification of storage” after “storage of goods” in clause 20 (3).

[16] Clause 20 (4)

Omit “and storage”. Insert instead “, storage and notice of storage”.

[17] Clause 20 (4)

Insert “, notice of storage” after “removal, storage”.

[18] Clause 22A

Insert after the heading to Part 7:

22A Rent records may be kept in electronic form

- (1) Any record or copy of a rent receipt required to be kept by a park owner under section 49 of the Act may be kept in written or in electronic form.
- (2) Any record kept in electronic form that is required to be produced by a notice under section 140 of the Act, or by an order of the Tribunal, is to be produced in written form, unless the notice provides (or the Tribunal directs) otherwise.

[19] Clause 24 Instrument of assignment: sec 41 (5)

Insert “(but is not required to be)” after “may be”.

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[20] Clauses 25A–25C

Insert after clause 25:

25A Penalty notice offences

For the purposes of section 149 of the Act:

- (a) each offence created by a provision specified in Column 1 of Schedule 9 is prescribed as one for which a penalty notice may be issued, and
- (b) the prescribed penalty for such an offence if dealt with under that section is the amount specified in Column 4 of Schedule 9.

25B Short descriptions

- (1) For the purposes of section 145B of the *Justices Act 1902*, the prescribed expression for an offence created by a provision specified in Column 1 of Schedule 9 consists of:
 - (a) if one or more IPB codes are set out in relation to the offence in Column 3 of Schedule 9, any of those IPB codes together with:
 - (i) the text set out in relation to the offence in Column 2 of Schedule 9, or
 - (ii) if a choice of words is indicated in that text, the words remaining after the omission of the words irrelevant to the offence, or
 - (b) if no IPB code is set out in relation to the offence in Column 3 of Schedule 9:
 - (i) the text set out in relation to the offence in Column 2 of Schedule 9, or
 - (ii) if a choice of words is indicated in that text, the words remaining after the omission of the words irrelevant to the offence.
- (2) For the purposes of any proceedings for an offence created by a provision specified in Column 1 of Schedule 9, the prescribed expression for the offence is taken to relate to the offence created by the provision, as the provision was in force when the offence is alleged to have been committed.

- (3) The amendment or repeal of a prescribed expression does not affect the validity of any information, complaint, summons, warrant, notice, order or other document in which the expression is used.
- (4) Subclause (3) applies to any information, complaint, summons, warrant, notice, order or other document (whether issued, given or made before or after the amendment or repeal) that relates to an offence alleged to have been committed before the amendment or repeal.
- (5) In this clause:
 - Infringement Processing Bureau* means the Infringement Processing Bureau within the Police Service.
 - IPB Code*, in relation to an offence, means the code allocated to the offence by the Infringement Processing Bureau.

25C Maximum monetary penalty imposed by Local Court: sec 148

For the purposes of section 148 (4) of the Act, the maximum monetary penalty that may be imposed by a Local Court in proceedings for an offence is 100 penalty units.

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

Omit clause 5.5 of the standard form. Insert instead:

- 5.5** any charges for pumping out a septic system arising from the use of the premises by the resident, and

[22] Schedule 1

Omit “section 38” from clause 7.2 of the standard form.
Insert instead “section 39”.

[23] Schedule 1

Insert at the end of clause 25 of the standard form:

Note. The Notes at the end of this agreement (Note 10) explain in more detail some of the circumstances when the park owner may refuse to consent to the assignment or subletting of the residential site.

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[24] Schedule 1

Omit “(Cross out if there are no individual mail facilities for the site)” from the heading to clause 27 of the standard form.

[25] Schedule 1

Omit clause 32 of the standard form. Insert instead:

KEYS AND OPENING DEVICES

32. At the termination of this agreement:

- 32.1** **the resident agrees** to return any key or other opening device provided to the resident, and
- 32.2** **the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

[26] Schedule 1

Insert after item 9 in the Notes to the terms of agreement in the standard form:

Consent to assignment or subletting

10. The grounds on which a park owner may reasonably refuse to consent to the assignment or subletting of a residential site include (but are not limited to):

- (a) that the park owner requires vacant possession of the site in order to carry out works required by law on the site or in the residential park, or
- (b) if the site is within a Crown reserve, that the site is to be used for a public purpose other than a residential site.

Sale on-site of moveable dwelling

11. (1) The resident is entitled to sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site, unless:

- (a) this agreement provides as an additional term that on-site sales are prohibited, or
- (b) the residential site is within a Crown reserve.

(2) If the residential site is within a Crown reserve, the resident may, if the park owner consents, sell a moveable dwelling owned by the resident while the dwelling is in place on the site.

(3) If the resident is entitled to sell a moveable dwelling on-site (or if the resident otherwise has the park owner’s consent to sell a moveable dwelling on-site), the resident must inform the park owner of the resident’s intention to offer the dwelling for sale on-site before displaying a “for sale” sign on the dwelling.

(4) “For sale” signs must comply with any restrictions set on them by this agreement or, if no restrictions are set by this agreement, any restrictions set by the Park Liaison Committee.

(5) A park owner must not interfere with the sale by the resident of a moveable dwelling while it is installed on the residential site, unless such interference is permitted by an additional term to this agreement.

[27] Schedule 1

Insert after the matter relating to utility services under the heading “CONDITION REPORT” in the standard form:

Quantity of gas in portable cylinder(s) at start (if cylinder provided by park owner)	
Capacity of electricity supply to site (in amperes)	

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

Omit clause 5.5. Insert instead:

5.5 any charges for pumping out a septic system arising from the use of the premises by the resident, and

[29] Schedule 3

Omit “section 38” from clause 7.2 of the standard form.

Insert instead “section 39”.

[30] Schedule 3

Omit “clause 5.6” wherever occurring from clauses 22.1 and 23.1 of the standard form.

Insert instead “clause 5.7”.

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[31] Schedule 3

Omit clause 27.1 and 27.2 of the standard form. Insert instead:

- 27.1** not to alter or remove any lock or other security device owned by the park owner without reasonable excuse (which includes an emergency or an order of the Residential Tribunal) unless the park owner agrees, and
- 27.2** not to add any lock or other security device unless:
- (a) there is a reasonable excuse (which includes an emergency or an order of the Residential Tribunal), or
 - (b) the park owner agrees, or
 - (c) the lock or other security device is added to a moveable dwelling owned by the resident, and
- 27.3** 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:
- (a) the park owner agrees not to be given a copy, or
 - (b) the Residential Tribunal so orders, or
 - (c) the lock or security device is added to a moveable dwelling owned by the resident or by a person other than the park owner.

[32] Schedule 3

Omit “(Cross out if there are no individual mail facilities for the site)” from the heading to clause 32 of the standard form.

[33] Schedule 3

Omit clause 37 of the standard form. Insert instead:

KEYS AND OPENING DEVICES

37. At the termination of this agreement:

- 37.1 the resident agrees** to return any key or other opening device provided to the resident, and
- 37.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

[34] Schedule 3

Insert after item 10 in the Notes to the terms of agreement:

Sale on-site of moveable dwelling where resident is renting the residential site only

11. (1) The resident is entitled to sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site, unless:

- (a) this agreement provides as an additional term that on-site sales are prohibited, or
- (b) the residential site is within a Crown reserve.

(2) If the residential site is within a Crown reserve, the resident may, if the park owner consents, sell a moveable dwelling owned by the resident while the dwelling is in place on the site.

(3) If the resident is entitled to sell a moveable dwelling on-site (or if the resident otherwise has the park owner’s consent to sell a moveable dwelling on-site), the resident must inform the park owner of the resident’s intention to offer the dwelling for sale on-site before displaying a “for sale” sign on the dwelling.

(4) “For sale” signs must comply with any restrictions set on them by this agreement or, if no restrictions are set by this agreement, any restrictions set by the Park Liaison Committee.

(5) A park owner must not interfere with the sale by the resident of a moveable dwelling while it is installed on the residential site, unless such interference is permitted by an additional term to this agreement.

[35] Schedule 3

Insert after the matter relating to utility services under the heading “CONDITION REPORT” in the standard form:

Quantity of gas in portable cylinder(s) at start (if cylinder provided by park owner)	
Capacity of electricity supply to site (in amperes)	

[36] Schedule 4A

Insert after Schedule 4:

Schedule 4A Standard form agreement for residential sites or moveable dwellings in national parks

(Clause 7 (1) (e))

This agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

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

IMPORTANT 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

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 everystarting on/...../.....

The resident must pay in advance on the of every

The rent must be paid:

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

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

Payment must be made by the following method (*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 of this agreement (for the resident to keep) at or before the time that 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 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 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
 - 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 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 any charges for pumping out a septic system arising from the use of the premises by the resident, 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 39 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,
- 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 12 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 reasonably 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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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 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 40 of this agreement applies, and
- a date has been inserted in clause 40, 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 5.7), 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 5.7), 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
- 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 or remove any lock or other security device owned by the park owner without reasonable excuse (which includes an emergency or an order of the Residential Tribunal) unless the park owner agrees, and
- 27.2** not to add any lock or other security device unless:
- (a) there is a reasonable excuse (which includes an emergency or an order of the Residential Tribunal), or
 - (b) the park owner agrees, or
 - (c) the lock or other security device is added to a moveable dwelling owned by the resident, and
- 27.3** 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:
- (a) the park owner agrees not to be given a copy, or
 - (b) the Residential Tribunal so orders, or
 - (c) the lock or security device is added to a moveable dwelling owned by the resident or by a person other than the park owner.

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.

Note. The park owner is not required to act reasonably in deciding whether to withhold or refuse consent.

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
- 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

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. At the termination of this agreement:

- 37.1 the resident agrees** to return any key or other opening device provided to the resident, and
- 37.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

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.

SALE OF MOVEABLE DWELLING ON-SITE

39. The resident agrees that the resident may not sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

40. 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.

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.)

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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- (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).

(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.

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(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)

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".

Initial each box if you have received the document

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.

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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, 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.

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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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									
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									

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
blinds/ curtains									
lights/ power points									
floor/ coverings									
other									
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									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
bath									

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
storeroom/ shed									
site slab (concrete)									
services/ facilities (specify)									
general appearance									
utility services: eg water electricity gas TV aerial connection									
Quantity of gas in portable cylinder(s) at start (if cylinder provided by park owner)									
Capacity of electricity supply to site (in amperes)									

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 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.

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[37] Schedules 7–9

Insert after Schedule 6:

Schedule 7 Form of notice to resident that goods are in storage

(Clause 18 (5) (a))

Notice that goods have been placed in storage

..... *(insert full name of resident)*
is notified that you have left goods at
.....
(insert address of residential premises, including site number, where appropriate).

The goods consist of:

(insert brief description of goods)

(if the goods are or include a moveable dwelling, insert a description of the dwelling, such as make, registration or serial number, size, colour or other identifying details)

These goods were placed in storage on *(insert date)*
by (or on behalf of) the owner of the park,
..... *(insert name and address of park owner)*

You can collect the goods from
(insert address at which goods can be claimed) on payment of the park owner's allowable costs.

Goods other than moveable dwelling *(delete if not applicable)*

If the goods are not collected on or before *(insert date*)*,
the goods (except any moveable dwelling) will be sold by public auction unless you first claim the goods and pay any reasonable costs of removal, storage, notice of storage and sale, including the cost of advertising the sale, incurred by the park owner up to the time that the goods are claimed.

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The goods consist of:

(insert brief description of goods)

(if the goods are or include a moveable dwelling, insert a description of the dwelling, such as make, registration or serial number, size, colour or other identifying details)

These goods were placed in storage on *(insert date)*
by (or on behalf of) the owner of the park,
..... *(insert name and address of park owner)*

You can collect the goods from
(insert address at which goods can be claimed) on payment of the park owner's allowable costs.

Goods other than moveable dwelling *(delete if not applicable)*

If the goods are not collected on or before *(insert date*)*, the goods (except any moveable dwelling) will be sold by public auction unless you first claim the goods and pay the park owner's allowable costs.

Moveable dwelling *(delete if not applicable)*

If the moveable dwelling is not collected on or before *(insert date*)*, the park owner intends to apply to the Residential Tribunal for an order authorising the removal, destruction, disposal or sale of the moveable dwelling, unless you first claim the dwelling and pay the park owner's allowable costs.

* The date must be no earlier than 30 days after the goods were placed in storage.

Schedule 9 Penalty notice offences

(Clause 25A)

Column 1	Column 2	Column 3	Column 4
Provision of the Act	Short description	IPB Code	Penalty
Section 12 (2)	fail to give written statement of costs of agreement	5588	\$110
Section 17 (3)	fail to give pre-execution copy/executed copy of agreement	5589	\$220
Section 33 (1)	fail to give written details of park owner/park manager/other person	5590	\$110
Section 33 (2)	fail to give written details of new park owner/park manager	5591	\$110
Section 33 (4)	fail to give written notice of new details of park owner	5592	\$110
Section 49 (1)	fail to keep rent record	5593	\$220
Section 63 (3)	fail to give copy of park rules	5594	\$110
Section 73 (3)	fail to give information document	5595	\$220

BY AUTHORITY