



New South Wales

Residential Parks Regulation 2006

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*.

DIANE BEAMER, M.P.,
Minister for Fair Trading

Explanatory note

The object of this Regulation is to replace, with minor changes of substance, the *Residential Parks Regulation 1999* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

This Regulation makes provision for residential tenancies in respect of residential parks (that is, caravan parks and manufactured home estates). Provision is made in respect of the following matters:

- (a) residential tenancy agreements, including standard forms of agreements (Part 2 and Schedules 1–5),
- (b) costs, fees, charges and associated matters relating to tenancies (Part 3),
- (c) the disposal of goods left behind by residents (Part 4),
- (d) miscellaneous matters, including penalty notices for certain offences (Part 5 and Schedules 6–8),
- (e) formal matters (Part 1).

This Regulation is made under the *Residential Parks Act 1998*, including section 155 (the general regulation-making power) and the other sections referred to in the Regulation.

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Clause 1 Residential Parks Regulation 2006

Part 1 Preliminary

Residential Parks Regulation 2006

under the

Residential Parks Act 1998

Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Residential Parks Regulation 2006*.

2 Commencement

This Regulation commences on 1 September 2006.

Note. This Regulation replaces the *Residential Parks Regulation 1999* which is repealed on 1 September 2006 by section 10 (2) of the *Subordinate Legislation Act 1989*.

3 Definition

- (1) In this Regulation:
the Act means the *Residential Parks Act 1998*.
- (2) Notes included in this Regulation (other than notes in the Schedules) do not form part of this Regulation.

4 Application of Act

- (1) This clause applies to premises consisting of:
 - (a) a moveable dwelling on a residential site, or
 - (b) a residential site intended to be used for the installation of a moveable dwelling (or a succession of moveable dwellings),but only if each moveable dwelling concerned 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 of occupation unless the park owner or the resident has, before the expiry of that period, notified the other party that the Act is not to apply until a later date specified in the notification.

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- (4) However, any date specified in a notification under this clause that is later than 60 days after the occupation commenced is taken to be the date that is 60 days after the occupation commenced, and the Act applies on and from that date.
- (5) All days during which the resident has occupied any other residential premises in the park are taken, for the purposes of this clause, to be days during which the resident has occupied the premises concerned.
- (6) 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.

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Clause 5 Residential Parks Regulation 2006

Part 2 Residential tenancy agreements

Part 2 Residential tenancy agreements

5 Standard form of residential tenancy agreement: section 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 3 years or less—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 3 years or less and is not a residential site agreement or an agreement with respect to land reserved under the *National Parks and Wildlife Act 1974*—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 or an agreement with respect to land reserved under the *National Parks and Wildlife Act 1974*—the form set out in Schedule 4, or
 - (e) in the case of an agreement that creates a tenancy with respect to land reserved under the *National Parks and Wildlife Act 1974*—the form set out in Schedule 5.
- (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 replacing 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, 4 or 5. The heading and opening words must be in a similar style to that set out in the relevant part of the relevant agreement.

6 Provision of information to resident

For the purposes of section 73 (3) (d) of the Act, the following documents are prescribed:

- (a) the document entitled “Residential Park Living”, dated April 2006 and available from the Office of Fair Trading within the Department of Commerce,
- (b) a document that gives information about electricity rebates.

7 Condition report: section 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.

8 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):

- (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:

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Part 2 Residential tenancy agreements

- (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.

9 Prohibited additional terms of agreement: section 10

A residential tenancy agreement must not contain additional terms with respect to any of the following matters:

- (a) the indemnification of the residential park owner against any liability (including vicarious liability) of the park owner for damage, loss or injury arising from an act or omission of the park owner (or the park owner's employees or agents) in relation to the occupation or use of the residential premises,
- (b) the nomination of the park owner as the sole selling agent in the event that the residential premises are sold while on the residential site,
- (c) a requirement that the resident of the residential premises engage only tradespersons or services specified by the park owner.

10 Notice of termination on grounds of change of use: section 102 (4) (c)

A notice of termination of a residential tenancy agreement given under section 102 (Termination by park owner for change of use) of the Act must include, in addition to the statements required by sections 102 (4) (a) and (b) and 112 (1) (f) of the Act, statements to the effect that:

- (a) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential site, and
- (b) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination.

11 Service of notices of termination: section 153 (4)

(1) This clause:

- (a) applies to all notices of termination required to be given under the Act, and
- (b) prescribes, for the purposes of section 153 of the Act, the additional ways in which notices of termination may be given.

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- (2) 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.
- (3) 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 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 12 Residential Parks Regulation 2006

Part 3 Costs, fees and charges and associated matters

Part 3 Costs, fees and charges and associated matters

12 Maximum costs payable by resident for preparation of residential tenancy agreement: section 12

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.

13 Fees for park access devices: section 30

- (1) 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 the existing residential tenancy agreement—nil, or
 - (b) in the case of a resident who has not paid such a rental bond—\$25 (which is refundable on surrender of the key or device to the park owner).
- (2) 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 \$25.

14 Fees for park access devices installed before commencement of section 30: clause 8 of Schedule 1 to the Act

- (1) 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).

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- (2) 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 date of the commencement of section 30 of the Act is \$25.
- (3) In this clause, *existing residential tenancy agreement* has the same meaning as it has in clause 5 of Schedule 1 to the Act.
- Note.** Section 30 commenced on 1 March 1999.

15 Individual water metering standards: sections 36 and 39

- (1) For the purposes of sections 36 (1) (b) and 39 (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 Edition No 3 of the code of practice produced by the Committee on Uniformity of Plumbing and Drainage in New South Wales on 1 July 2006 under the title “*New South Wales Code of Practice—Plumbing and Drainage*”.
- Note.** Copies of the Code are available from the Secretariat of the Committee, which can be contacted at the Department of Energy, Utilities and Sustainability.

16 Gas and other charges payable by resident: section 36

- (1) A resident is required to pay all gas consumption charges in connection with the residential premises, including gas consumption charges payable under any Act or regulation or under any arrangement authorised by any Act or regulation.
- (2) 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 2002*.
- (3) The other charges that a resident is required to pay are:
- any charges for pumping out a septic system arising from the use of the residential premises by the resident, other than charges included in rates fixed under the *Local Government Act 1993*, and
 - any excess garbage or sanitary charges relating to the resident's use of the residential premises.

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Clause 17 Residential Parks Regulation 2006

Part 3 Costs, fees and charges and associated matters

17 Prescribed code with respect to electricity: section 37

The code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006, is prescribed for the purposes of section 37 (6) (b) of the Act with respect to electricity.

18 Water availability charges: section 39 (2A) (b)

For the purposes of section 39 (2A) (b) of the Act, the prescribed amount for water availability charges in relation to the year commencing 1 July 2006 and any subsequent year is \$50 for the year concerned.

19 Reservation fees: section 44

- (1) The circumstances in which a person may require or receive a reservation fee from a prospective resident of a 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.

20 Other fees from residents: section 45

- (1) The following fees may be required or received from a 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.

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Clause 21 Residential Parks Regulation 2006

Part 3 Costs, fees and charges and associated matters

(3) In this clause:

bathroom facilities means self-contained facilities incorporating a toilet and a bathtub or a shower (or both a bathtub and a shower).

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.

21 Valuation fees for purpose of Tribunal's determination of value: section 130A

(1) The costs (if any) referred to in section 130A (6) of the Act are to be paid by the parties to the relevant proceedings if the Tribunal so determines.

(2) In that case, the costs are to be paid:

(a) in such proportions as are agreed between the parties, or

(b) failing agreement, in such proportions as are ordered by the Tribunal.

Part 4 Disposal of goods left by resident (section 134)

22 Uncollected goods

- (1) Goods (including any relocatable home or other moveable dwelling owned by a resident) 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.

23 Options available to park owner when goods (other than moveable dwellings) 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 (other than any moveable dwelling) than those goods are worth, the park owner or park manager may remove and destroy or otherwise dispose of the goods (other than any moveable dwelling).
- (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.
- (6) In this clause,
working day means any day that is not a Saturday, Sunday or public holiday.

24 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, within 7 days after the goods are stored:
 - (a) give the resident written notice that the goods have been stored, and

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Clause 25 Residential Parks Regulation 2006

Part 4 Disposal of goods left by resident (section 134)

- (b) publish a notice in a newspaper circulating generally throughout the State advising that the goods have been stored.

Note. See clause 35 for the ways in which the notice may be given to the resident.

- (2) Both notices must be in forms approved by the Director-General and 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, details of the moveable dwelling sufficient to identify it (for example, make, registration or serial number, size and colour),
- (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 the reasonable costs of removal, storage, notice of storage and (if appropriate) advertisement of 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 the reasonable costs of removal, storage and notice of storage are paid.

- (3) The notice given to the resident must also contain the following:

- (a) 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),
- (b) a statement that the resident is entitled to the balance of the proceeds of any sale of the goods.

25 Uncollected goods (other than moveable dwelling) may be auctioned

- (1) As soon as practicable after uncollected goods (other than a moveable dwelling) 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.

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- (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, notice of storage and sale of the goods (including the cost of advertising the sale).
 - (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*.

26 Order of Tribunal required for disposal of uncollected moveable dwelling

- (1) As soon as practicable after an uncollected good that is a moveable dwelling has 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*.

27 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.

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Clause 27 Residential Parks Regulation 2006

Part 4 Disposal of goods left by resident (section 134)

- (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, in the notification of storage 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 of sufficient value to cover the reasonable costs of removal, storage and notice of storage of all of the goods, and the reasonable costs of the sale of the remainder of the goods (including the cost of advertising the sale), the park owner or park manager must deliver up the claimed goods to the claimant without requiring payment of the costs referred to in subclause (3).

Part 5 Miscellaneous

28 Method of keeping and producing rent records

- (1) Any record of rent received, 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 136C 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.

29 Instrument of assignment: section 41 (5)

An instrument of assignment may be (but is not required to be) in either of the forms set out in Schedule 6.

30 Additional matters for park rules: section 62

In addition to the matters specified in section 62 (2) (a)–(i) of the Act, the following matters are prescribed as matters to which park rules may relate:

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

31 Additional functions of Park Liaison Committee: section 66

In addition to the functions specified in section 66 (5) (a)–(g) of the Act, the function of assisting the park owner in the development of a policy concerning the placing of notices on park notice boards is prescribed as a function of a Park Liaison Committee.

32 Warrant for possession: section 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 7.

33 Maximum monetary penalty imposed by Local Court: section 148 (4)

The maximum monetary penalty that may be imposed by a Local Court in proceedings for an offence against section 122 is 100 penalty units.

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Clause 34 Residential Parks Regulation 2006

Part 5 Miscellaneous

34 Penalty notice offences: section 149

For the purposes of section 149 of the Act:

- (a) each offence created by a provision specified in Column 1 of Schedule 8 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 2 of Schedule 8.

35 Service of documents other than notices of termination: section 153 (1) and (2)

(1) This clause:

- (a) applies to all notices or other documents (other than notices of termination) required to be given under the Act or this Regulation, and
- (b) prescribes, for the purposes of section 153 of the Act, the additional ways in which such notices and other documents may be given.

(2) A notice or other document required to be given under the Act to a resident:

- (a) may be given by sending it by post to the resident's usual place of business or employment, and
- (b) in the case of the notice required by clause 24 (relating to goods in storage), may also be given:
 - (i) by sending it by post to the resident's last forwarding address known to the park owner or park manager, or
 - (ii) by giving it to a representative nominated by the resident before the resident vacated the residential premises.

(3) 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.

36 Savings

(1) Any act, matter or thing that had effect under the repealed regulation immediately before its repeal is taken to have effect under this Regulation.

Note. Among other things, the *Residential Parks Regulation 1999* provided (in clause 26 (2)) that any person who was an investigator under section 139 of the Act immediately before 10 April 2006 (the date on which section 139 was repealed) is taken to have been appointed on that date as an investigator under section 136A of the Act (the section that replaced section 139). The effect of that provision is preserved by this clause.

- (2) The form of notice set out in Schedule 7 to the repealed regulation immediately before its repeal is taken to be a form of notice approved for the purposes of clause 24 (1) (a).
- (3) The form of notice set out in Schedule 8 to the repealed regulation immediately before its repeal is taken to be a form of notice approved for the purposes of clause 24 (1) (b).
- (4) In this clause, ***the repealed regulation*** means the *Residential Parks Regulation 1999*.

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

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

(Clause 5 (1) (a))

Note. This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and has a rigid annexe, or
- (b) a site for the placement of a manufactured home that is owned by the resident.

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 provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. 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).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

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 number for park manager

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AND

RESIDENT:

(Name/s)

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

RESIDENTIAL SITE:

The park owner gives the resident the right to occupy site No _____ at _____ and the following parking space and storeroom (*cross out if not needed*)

Size of site (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 provide the resident with:
 - 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.

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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 8 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 any excess garbage or sanitary charges, and
 - 5.4 any charges for pumping out a septic system arising from the use of the residential premises by the resident, and
 - 5.5 an amount for any key or opening device, issued to the resident, not exceeding \$25 for each key or device or replacement key or device issued, and
 - 5.6 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 site is individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (**the Code**), 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

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- 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.
7. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

WATER

8. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 8.1 if the site is individually metered (whether by the water supply authority or by the park owner) 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—the resident’s proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
 - 8.2 if the site is individually metered by the water supply authority—the resident’s proportion of excess water charges.

POSSESSION OF THE RESIDENTIAL SITE

9. **The park owner agrees:**
- 9.1 to make sure the residential site is vacant so the resident can move in on the date agreed, and
 - 9.2 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
 - 9.3 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

10. **The park owner agrees:**
- 10.1 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
 - 10.2 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.

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OFFENSIVE BEHAVIOUR

11. **The resident agrees** not to interfere with or cause or permit interference with:
- 11.1 the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
 - 11.2 the proper use and enjoyment of the residential park by the other residents of the residential park.

USE OF THE RESIDENTIAL SITE

12. **The resident agrees:**
- 12.1 not to use the residential site, or cause or permit the residential site to be used, for any illegal purpose, and
 - 12.2 not to cause or permit a nuisance.

OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES

13. **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

14. **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:
- 14.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 14.2 if the Consumer, Trader and Tenancy Tribunal so orders,
 - 14.3 if there is good reason for the park owner to believe the residential site is abandoned,
 - 14.4 to inspect the residential site, if the resident is given 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
 - 14.5 to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident is given 2 days' notice on each occasion,
 - 14.6 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 is given reasonable notice on each occasion,
 - 14.7 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 is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 14.8 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,
 - 14.9 if the resident agrees.

15. **The park owner agrees** that if a person has power to enter the residential site under clause 14.4, 14.5, 14.6, 14.7 or 14.8 of this agreement the person:
- 15.1 must not enter the residential site on a Sunday or a public holiday, unless the resident agrees, and
 - 15.2 may enter the residential site only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.
16. **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

17. **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.
18. **The resident agrees:**
- 18.1 to keep the residential site reasonably clean, and
 - 18.2 to notify the park owner as soon as practicable of any damage to the residential site, and
 - 18.3 not to intentionally or negligently cause or permit any damage to the residential site, and
 - 18.4 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:
- (a) the agreement is a renewed agreement, and
 - (b) the park owner and resident have agreed that clause 35 of this agreement applies, and
 - (c) a date has been inserted in clause 35, in which case the specified earlier condition report forms part of this agreement.

ALTERATIONS AND ADDITIONS TO THE RESIDENTIAL SITE

19. **The resident agrees:**
- 19.1 not to attach any fixture or renovate, alter or add to the residential site without the park owner's written permission, and
 - 19.2 not to remove, without the park owner's written permission, any fixture attached to the residential site by the resident, and
 - 19.3 to notify the park owner of any damage caused by removing any fixture attached to the residential site by the resident, and
 - 19.4 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.
20. **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.

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ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT

21. The resident agrees:

21.1 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 consented to the alteration, and

21.2 not to make any addition to the residential site unless the park owner has consented to the addition.

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

ACCESS TO THE RESIDENTIAL PARK

23. 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:

23.1 subject to the payment of any refundable fee (under clause 5.5), 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

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

24. 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:

24.1 subject to the payment of any refundable fee (under clause 5.5), 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

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

RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

25. 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

26. The park owner agrees:

26.1 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

26.2 that the park owner may not unreasonably withhold or refuse consent to the assignment or sub-letting, and

26.3 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.

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.

PARK OWNER'S CHANGE OF ADDRESS

27. The park owner agrees:

- 27.1 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
- 27.2 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
- 27.3 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

- 28. 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

- 29. 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 of the park owner.)

PRESCRIBED TERMS

RENTAL BOND

- 30. The park owner agrees** that where the park owner or the park manager apply to the Rental Bond Board or the Consumer, Trader and Tenancy 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

- 31. 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

- 32. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:
- 32.1 do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or

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32.2 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

33. At the termination of this agreement:

33.1 **the resident agrees** to return any key or other opening device provided to the resident, and

33.2 **the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

MOVEABLE DWELLINGS

34. **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

35. **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.

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 other terms of this agreement.*

Park owner's signature

Resident's signature

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

Notes.

1. Definitions

In this agreement:

Department means the Government Department administering the *Residential Parks Act 1998*.

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 sites.

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.

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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 premises includes a residential site.

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 owned by the resident.

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

2. **Termination of an agreement by the resident**

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.

3. **Termination of an agreement by the park owner**

- (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),
 - (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 12 months' termination notice must be given). 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.

4. **Notices of termination**

- (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

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- (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) if the reason for ending the agreement is that the residential site is to be used for a purpose other than a residential site—state that:
 - (i) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential premises, and
 - (ii) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the residential premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination, and
- (h) 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.

5. How notices are properly given

- (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 16 or more who normally pays the rent, or
 - (d) given to a person aged 16 or more 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 place of residence or employment, 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 16 or over who normally collects the rent.

6. Compensation

Except in the case of certain residents living within Crown reserves, compensation is payable (in advance) to a resident who has to vacate residential premises because of a change of use, repairs or upgrading, and to a resident who has to relocate.

7. Vacant possession

A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the residential 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 Consumer, Trader and Tenancy Tribunal if the resident does not vacate when required.

8. Warning

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

9. Rent increases

- (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 Consumer, Trader and Tenancy Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive. However, if the rent increase does not exceed any increase in the Consumer Price Index (All Groups) for Sydney during the period since the rent was last fixed, the increase cannot be determined to be excessive (unless the park owner has reduced or withdrawn any goods, services or facilities during that period).
- (4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Consumer, Trader and Tenancy Tribunal for an order that the rent is excessive.

10. **Consent to assignment or subletting**

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.

11. **Sale on-site of moveable dwelling**

- (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 and the resident was advised of that prohibition in the question-and-answer document provided to the resident under section 73 of the *Residential Parks Act 1998*, 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 permissible 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.

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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 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 | <input type="checkbox"/> |
| The book entitled <i>Residential Park Living</i> | <input type="checkbox"/> |
| A list of questions and answers about living in the residential park | <input type="checkbox"/> |
| The park rules for the residential park | <input type="checkbox"/> |
| A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated | <input type="checkbox"/> |
| A document giving information about electricity rebates | <input type="checkbox"/> |

SIGNED BY THE RESIDENT

In the presence of

Name of witness

Signature of resident

Signature of witness

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.

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

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 park owner or park manager 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 Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

CONDITION REPORT

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
SITE									
exclusive facilities (specify)									
landscaping									
driveway									
storeroom/shed									
site slab (concrete)									

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

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
services/ facilities (specify)									
general appearance									
utility services: 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

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)

(Clause 5 (1) (b))

Note. This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and has a rigid annexe, or
- (b) a site for the placement of a manufactured home that is owned by the resident.

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 provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. 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).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

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 number for park manager

AND

RESIDENT:

(Name/s)

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

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*.

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 provide the resident with:
 - 1.1 a copy (for the resident to keep) of clauses 2–34 (clauses 6, 8 and 18.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the *Residential Parks Regulation 2006*, 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 2–34 (clauses 6, 8 and 18.4 excepted) of the standard form residential site agreement set out in Part 1 of Schedule 1 to the *Residential Parks Regulation 2006* 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 2 of Schedule 1 to the *Residential Parks Regulation 2006*, 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.

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 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*)

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Residential Parks Regulation 2006

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

8. **The resident agrees** to pay all electricity charges in connection with the residential site, where:
- 8.1 the residential site is individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (*the Code*), 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.
9. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

WATER

10. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 10.1 if the site is individually metered (whether by the water supply authority or by the park owner) 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—the resident’s proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
 - 10.2 if the site is individually metered by the water supply authority—the resident’s proportion of excess water charges.

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 other 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 2006

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 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	<input type="checkbox"/>
The book entitled <i>Residential Park Living</i>	<input type="checkbox"/>
A list of questions and answers about living in the residential park	<input type="checkbox"/>
The park rules for the residential park	<input type="checkbox"/>
A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated	<input type="checkbox"/>
A document giving information about electricity rebates	<input type="checkbox"/>

SIGNED BY THE RESIDENT

In the presence of

Name of witness

Signature of resident

Signature of witness

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Residential Parks Regulation 2006

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 5 (1) (c))

Note. This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and does not have a rigid annexe, or
 - (b) a site and a home,
- from the park owner.

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 provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. 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).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

Part 1 Terms of agreement

THIS AGREEMENT is made on _____ **at** _____ **NSW**

BETWEEN

PARK OWNER:

(Name/s)

(ACN)

(Address)

(Name of park manager)

(ACN)

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

(Address)

Emergency contact number 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 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*.

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 provide the resident with:
 - 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

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- 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 8 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 any excess garbage or sanitary charges, and
 - 5.4 reasonable visitors' fees (if such fees are permitted by the regulations), and
 - 5.5 any charges for pumping out a septic system arising from the use of the residential premises by the resident, and
 - 5.6 an amount for any key or opening device, issued to the resident, not exceeding \$25 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 premises where:

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- 6.1 the residential premises are individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (*the Code*), 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.
7. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

WATER

8. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 8.1 if the site is individually metered (whether by the water supply authority or by the park owner) 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—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
 - 8.2 if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

POSSESSION OF THE PREMISES

9. **The park owner agrees:**
- 9.1 to make sure the residential premises are vacant so the resident can move in on the date agreed, and
 - 9.2 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
 - 9.3 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.

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

RESIDENT'S RIGHT TO QUIET ENJOYMENT

10. The park owner agrees:

- 10.1 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
- 10.2 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 premises.

OFFENSIVE BEHAVIOUR

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

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

USE OF THE PREMISES

12. The resident agrees:

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

OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES

13. 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

14. 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:

- 14.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 14.2 if the Consumer, Trader and Tenancy Tribunal so orders,
- 14.3 if there is good reason for the park owner to believe the residential premises are abandoned,
- 14.4 to inspect the residential premises, if the resident is given 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
- 14.5 to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident is given 2 days' notice on each occasion,
- 14.6 to show the residential premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident is given reasonable notice on each occasion,

-
- 14.7 to show the residential premises to prospective residents on a reasonable number of occasions if the resident is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 14.8 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 premises,
 - 14.9 to install a smoke alarm in the residential premises or replace a battery in a smoke alarm, if the resident is given 2 days' notice on each occasion,
 - 14.10 if the resident agrees.
15. **The park owner agrees** that if a person has power to enter the residential premises under clause 14.4, 14.5, 14.6, 14.7, 14.8 or 14.9 the person:
- 15.1 must not enter the residential premises on a Sunday or a public holiday, unless the resident agrees, and
 - 15.2 may enter the residential premises only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.
16. **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

17. **The park owner agrees:**
- 17.1 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
 - 17.2 to make sure that the common areas of the residential park are reasonably clean and fit to use, and
 - 17.3 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.
18. **The resident agrees:**
- 18.1 to keep the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) reasonably clean, and
 - 18.2 to notify the park owner as soon as practicable of any damage to the residential premises, and
 - 18.3 not to intentionally or negligently cause or permit any damage to the residential premises, and
 - 18.4 when the agreement ends, to leave the residential premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential 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:
- (a) the agreement is a renewed agreement, and
 - (b) the park owner and resident have agreed that clause 42 of this agreement applies, and

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- (c) a date has been inserted in clause 42, 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)

19. The resident agrees:

- 19.1** not to attach any fixture or renovate, alter or add to the residential premises without the park owner's written permission, and
- 19.2** not to remove, without the park owner's written permission, any fixture attached to the residential premises by the resident, and
- 19.3** to notify the park owner of any damage caused by removing any fixture attached to the residential premises by the resident, and
- 19.4** 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.

- 20. 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)

21. The resident agrees:

- 21.1** 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 consented to the alteration, and
- 21.2** not to make any addition to the residential site unless the park owner has consented to the addition.

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

ACCESS TO THE RESIDENTIAL PARK

- 23. 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:

- 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 at the commencement of this agreement, and
- 23.2** the park owner will maintain those locks or security devices in working order.

- 24. 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:

- 24.1 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
- 24.2 the park owner will maintain those locks or security devices in working order.

URGENT REPAIRS

- 25. **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:
 - 25.1 the damage was not caused to the residential premises let as a result of a breach of this agreement by the resident, and
 - 25.2 the resident gives or makes a reasonable attempt to give the park owner notice of the damage, and
 - 25.3 the resident gives the park owner a reasonable opportunity to make the repairs, and
 - 25.4 the resident makes a reasonable attempt to have any appropriate tradesperson named in clause 26 of this agreement to make the repairs, and
 - 25.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
 - 25.6 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.
- 26. The type of urgent repairs to the residential premises let for which **the park owner agrees** to make payment are repairs to:
 - 26.1 a burst water service, or
 - 26.2 a blocked or broken lavatory system, or
 - 26.3 a serious roof leak, or
 - 26.4 a gas leak, or
 - 26.5 a dangerous electrical fault, or
 - 26.6 flooding or serious flood damage, or
 - 26.7 serious storm or fire damage, or
 - 26.8 a failure or breakdown of the gas, electricity or water supply to the residential premises, or
 - 26.9 a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating or laundering, or
 - 26.10 any fault or damage that causes the residential premises to be unsafe or not secure.

Tradesperson/s

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

LOCKS AND SECURITY DEVICES

27. The park owner agrees:

- 27.1 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
- 27.2 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the resident agrees, and
- 27.3 to provide the resident with 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 Consumer, Trader and Tenancy Tribunal so orders.

28. The resident agrees:

- 28.1 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 Consumer, Trader and Tenancy Tribunal) unless the park owner agrees, and
- 28.2 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 Consumer, Trader and Tenancy Tribunal), or
 - (b) the park owner agrees, or
 - (c) the lock or other security device is added to a moveable dwelling owned by a person other than the park owner, and
- 28.3 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 Consumer, Trader and Tenancy 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

29. **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

30. **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.
31. **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

32. The park owner agrees:

- 32.1 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
- 32.2 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
- 32.3 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

33. **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

34. **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 of the park owner.)

PRESCRIBED TERMS

RENTAL BOND

35. **The park owner agrees** that where the park owner or the park manager applies to the Rental Bond Board or the Consumer, Trader and Tenancy 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.

SMOKE ALARMS

(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)

36. The park owner agrees:

- 36.1 to install any smoke alarms that are required by law to be installed on the residential premises, and
- 36.2 not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and
- 36.3 if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the

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beginning of the term of this agreement and, if the battery needs to be replaced at any time, and if the resident is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

37. The resident agrees:

- 37.1** not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and
- 37.2** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the resident is physically unable to change the battery, to notify the park owner as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and
- 37.3** to notify the park owner if any smoke alarm installed on the residential premises is not functioning properly.

OBLIGATIONS UNDER PARK RULES

- 38. 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

- 39. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:
- 39.1** do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or
 - 39.2** 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

- 40. At the termination of this agreement:**
- 40.1 the resident agrees** to return any key or other opening device provided to the resident, and
 - 40.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

MOVEABLE DWELLING

- 41. The park owner agrees** that, where residential 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

- 42. 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 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 other terms of this agreement.*

Park owner's signature

Resident's signature

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

Notes.

1. **Definitions**

In this agreement:

Department means the Government Department administering the *Residential Parks Act 1998*.

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.

2. **Notes on ending the tenancy**

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 Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

3. **Notices of termination**

(1) A notice of termination must:

- (a) be in writing, and
- (b) state the address of the rented residential 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

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- (g) if the reason for ending the agreement is that the residential site is to be used for a purpose other than a residential site—state that:
 - (i) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential site, and
 - (ii) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the residential premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination, and
 - (h) 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.
4. **How notices are properly given**
- (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 16 or more who normally pays the rent, or
 - (d) given to a person aged 16 or more 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 place of residence or employment, 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 16 or over who normally collects the rent.
5. **When and how much notice can be given?**
- (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 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.
6. **How to end a fixed term agreement**
- 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).

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7. How to end a continuing agreement

- (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 residential 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).

8. Vacant possession

A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the residential 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 Consumer, Trader and Tenancy Tribunal if the resident does not vacate when required.

9. Warning

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

10. Rent increases

- (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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy Tribunal for an order that the rent is excessive.

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

- (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.

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- (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 permissible 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.

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	<input type="checkbox"/>
The book entitled <i>Residential Park Living</i>	<input type="checkbox"/>
A list of questions and answers about living in the residential park	<input type="checkbox"/>
The park rules for the residential park	<input type="checkbox"/>
A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated	<input type="checkbox"/>
A document giving information about electricity rebates	<input type="checkbox"/>

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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 park owner or park manager 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 residential premises when the tenancy begins.
2. At the end of the tenancy the residential premises will be inspected and the condition of the residential 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 residential 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 Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

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EXAMPLE

Condition of premises at start of tenancy					
	Clean	Undamaged	Working	Resident 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					

CONDITION REPORT

Condition of premises at start						Condition of premises at end					
Clean	Undamaged	Working	Resident agrees	Comments		Clean	Undamaged	Working	Resident 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											

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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
other									
LAUNDRY									
walls/ceiling									
doors/ windows/ screens									
blinds/curtains									
lights/power points									
floor/coverings									
wash tubs									
hot water service									
other									
GENERAL									
concrete paving									
annexe/ verandah									
carport/space									
smoke alarms									
other									
SITE									
exclusive facilities (specify)									
landscaping									
driveway									
storeroom/shed									
site slab (concrete)									
services/ facilities (specify)									

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Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident agrees	Comments
				general appearance					
				utility services: 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 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)

(Clause 5 (1) (d))

Note. This Form is to be used if the resident is to rent:

- (a) a site for the placement of a caravan that is owned by the resident and does not have a rigid annexe, or
 - (b) a site and a home,
- from the park owner.

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 provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. 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).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

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 number for park manager

AND

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RESIDENT:

(Name/s)

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

PREMISES:

The park owner gives the resident the right to occupy site No _____ at _____ and the following parking space and storeroom (*cross out if not needed*)

Size of site (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 provide the resident with:
 - 1.1 a copy (for the resident to keep) of clauses 2–41 (clauses 6, 8 and 18.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the *Residential Parks Regulation 2006*, 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 2–41 (clauses 6, 8 and 18.4 excepted) of the standard form moveable dwelling agreement set out in Part 1 of Schedule 3 to the *Residential Parks Regulation 2006* 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 2006*, 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.
- 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 residential premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement. If the condition report for the residential premises is one referred to in clause 7 of this

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agreement, the condition of the residential 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 published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (**the Code**), 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.
9. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

WATER

10. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 10.1 if the site is individually metered (whether by the water supply authority or by the park owner) 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—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
 - 10.2 if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

Note. The following matter must be on a separate page.

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

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 other terms of this agreement.

Park owner's signature

Resident's signature

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

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 | <input type="checkbox"/> |
| The book entitled <i>Residential Park Living</i> | <input type="checkbox"/> |
| A list of questions and answers about living in the residential park | <input type="checkbox"/> |
| The park rules for the residential park | <input type="checkbox"/> |
| A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated | <input type="checkbox"/> |
| A document giving information about electricity rebates | <input type="checkbox"/> |

SIGNED BY THE RESIDENT

In the presence of

Name of witness

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Signature of resident

Signature of witness

Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

(Clause 5 (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 provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. 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).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

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 number for park manager

AND

RESIDENT:

(Name/s)

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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 on 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 provide the resident with:
 - 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 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 8 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 any excess garbage or sanitary charges, and
 - 5.4 reasonable visitors' fees (if such fees are permitted by the regulations), and
 - 5.5 any charges for pumping out a septic system arising from the use of the residential premises by the resident, and
 - 5.6 an amount for any key or opening device, issued to the resident, not exceeding \$25 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 premises where:
- 6.1 the residential premises are individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (**the Code**), 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

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Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

- 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.
7. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

WATER

8. **The resident agrees** to pay for **ONE** of the following classes of water charges:
- 8.1 if the site is individually metered (whether by the water supply authority or by the park owner) 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—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
 - 8.2 if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

POSSESSION OF THE PREMISES

9. **The park owner agrees:**
- 9.1 to make sure the residential site is vacant so the resident can move in on the date agreed, and
 - 9.2 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
 - 9.3 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

10. **The park owner agrees:**
- 10.1 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
 - 10.2 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 premises.

OFFENSIVE BEHAVIOUR

- 11. The resident agrees** not to interfere with or cause or permit interference with:
- 11.1** the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
 - 11.2** the proper use and enjoyment of the residential park by the other residents of the residential park.

USE OF THE PREMISES

- 12. The resident agrees:**
- 12.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
 - 12.2** not to cause or permit a nuisance.

OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES

- 13. 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

- 14. 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:
- 14.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 14.2** if the Consumer, Trader and Tenancy Tribunal so orders,
 - 14.3** if there is good reason for the park owner to believe the residential premises are abandoned,
 - 14.4** to inspect the residential premises, if the resident is given 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
 - 14.5** to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident is given 2 days' notice on each occasion,
 - 14.6** to show the residential premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident is given reasonable notice on each occasion,
 - 14.7** to show the residential premises to prospective residents on a reasonable number of occasions if the resident is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 14.8** 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 premises,
 - 14.9** to install a smoke alarm in the residential premises or replace a battery in a smoke alarm, if the resident is given 2 days' notice on each occasion,
 - 14.10** if the resident agrees.

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- 15. The park owner agrees** that if a person has power to enter the residential premises under clause 14.4, 14.5, 14.6, 14.7, 14.8 or 14.9 the person:
- 15.1** must not enter the residential premises on a Sunday or a public holiday, unless the resident agrees, and
 - 15.2** may enter the residential premises only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.
- 16. 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

- 17. The park owner agrees:**
- 17.1** 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
 - 17.2** to make sure that the common areas of the residential park are reasonably clean and fit to use, and
 - 17.3** to keep the residential premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the residential premises.
- 18. The resident agrees:**
- 18.1** to keep the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) reasonably clean, and
 - 18.2** to notify the park owner as soon as practicable of any damage to the residential premises, and
 - 18.3** not to intentionally or negligently cause or permit any damage to the residential premises, and
 - 18.4** when the agreement ends, to leave the residential premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential 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:
- (a) the agreement is a renewed agreement, and
 - (b) the park owner and resident have agreed that clause 43 of this agreement applies, and
 - (c) a date has been inserted in clause 43, 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)

19. The resident agrees:

- 19.1 not to attach any fixture or renovate, alter or add to the residential premises without the park owner's written permission, and
- 19.2 not to remove, without the park owner's written permission, any fixture attached to the residential premises by the resident, and
- 19.3 to notify the park owner of any damage caused by removing any fixture attached to the residential premises by the resident, and
- 19.4 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.

20. 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)

21. The resident agrees:

- 21.1 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 consented to the alteration, and
- 21.2 not to make any addition to the residential site unless the park owner has consented to the addition.

22. The park owner agrees not to unreasonably withhold or refuse the consent referred to in clause 21.**ACCESS TO THE RESIDENTIAL PARK****23. 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:

- 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 at the commencement of this agreement, and
- 23.2 the park owner will maintain those locks or security devices in working order.

24. 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:

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- 24.1 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
- 24.2 the park owner will maintain those locks or security devices in working order.

URGENT REPAIRS

- 25. **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:
 - 25.1 the damage was not caused to the residential premises let as a result of a breach of this agreement by the resident, and
 - 25.2 the resident gives or makes a reasonable attempt to give the park owner notice of the damage, and
 - 25.3 the resident gives the park owner a reasonable opportunity to make the repairs, and
 - 25.4 the resident makes a reasonable attempt to have any appropriate tradesperson named in clause 26 of this agreement to make the repairs, and
 - 25.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
 - 25.6 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.
- 26. The type of urgent repairs to the residential premises let for which **the park owner agrees** to make payment are repairs to:
 - 26.1 a burst water service, or
 - 26.2 a blocked or broken lavatory system, or
 - 26.3 a serious roof leak, or
 - 26.4 a gas leak, or
 - 26.5 a dangerous electrical fault, or
 - 26.6 flooding or serious flood damage, or
 - 26.7 serious storm or fire damage, or
 - 26.8 a failure or breakdown of the gas, electricity or water supply to the residential premises, or
 - 26.9 a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating or laundering, or
 - 26.10 any fault or damage that causes the residential premises to be unsafe or not secure.

Tradesperson/s

LOCKS AND SECURITY DEVICES**27. The park owner agrees:**

- 27.1** 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
- 27.2** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the resident agrees, and
- 27.3** to provide the resident with 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 Consumer, Trader and Tenancy Tribunal so orders.

28. The resident agrees:

- 28.1** 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 Consumer, Trader and Tenancy Tribunal) unless the park owner agrees, and
- 28.2** 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 Consumer, Trader and Tenancy Tribunal), or
 - (b) the park owner agrees, or
 - (c) the lock or other security device is added to a moveable dwelling owned by a person other than the park owner, and
- 28.3** 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 Consumer, Trader and Tenancy 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

- 29. 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

- 30. 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.
- 31. 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.

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PARK OWNER'S CHANGE OF ADDRESS

32. The park owner agrees:

- 32.1** 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
- 32.2** 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
- 32.3** 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

- 33. 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

- 34. 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 of the park owner.)

PRESCRIBED TERMS

RENTAL BOND

- 35. The park owner agrees** that where the park owner or the park manager applies to the Rental Bond Board or the Consumer, Trader and Tenancy 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.

SMOKE ALARMS

(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)

36. The park owner agrees:

- 36.1** to install any smoke alarms that are required by law to be installed on the residential premises, and
- 36.2** not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and
- 36.3** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the

beginning of the term of this agreement and, if the battery needs to be replaced at any time, and if the resident is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

37. The resident agrees:

- 37.1** not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and
- 37.2** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the resident is physically unable to change the battery, to notify the park owner as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and
- 37.3** to notify the park owner if any smoke alarm installed on the residential premises is not functioning properly.

OBLIGATIONS UNDER PARK RULES

- 38. 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

- 39. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:
- 39.1** do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or
 - 39.2** 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

- 40. At the termination of this agreement:**
- 40.1 the resident agrees** to return any key or other opening device provided to the resident, and
 - 40.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

MOVEABLE DWELLING

- 41. 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

- 42. 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.

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AGREEMENT TO USE PREVIOUS CONDITION REPORT

43. **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 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 other terms of this agreement.*

Park owner's signature

Resident's signature

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

Notes.

1. Definitions

In this agreement:

Department means the Government Department administering the legislation that is principally concerned with residential parks.

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.

2. Notes on ending the tenancy

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 Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

3. Notices of termination

- (1) A notice of termination must:
 - (a) be in writing, and
 - (b) state the address of the rented premises, and

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- (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) if the reason for ending the agreement is that the residential site is to be used for a purpose other than a residential site—state that:
 - (i) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential premises, and
 - (ii) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the residential premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination, and
 - (h) 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.
5. **How notices are properly given**
- (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 16 or more who normally pays the rent, or
 - (d) given to a person aged 16 or more 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 place of residence or employment, 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 16 or over who normally collects the rent.
5. **When and how much notice can be given?**
- (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 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.
6. **How to end a fixed term agreement**
- 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,

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- (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).

7. **How to end a continuing agreement**

- (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 residential 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).

8. **Vacant possession**

A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the residential 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 Consumer, Trader and Tenancy Tribunal if the resident does not vacate when required.

9. **Warning**

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

10. **Rent increases**

- (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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy Tribunal for an order that the rent is excessive.

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

Schedule 5

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 | <input type="checkbox"/> |
| The book entitled <i>Residential Park Living</i> | <input type="checkbox"/> |
| A list of questions and answers about living in the residential park | <input type="checkbox"/> |
| The park rules for the residential park | <input type="checkbox"/> |
| A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated | <input type="checkbox"/> |
| A document giving information about electricity rebates | <input type="checkbox"/> |

SIGNED BY THE RESIDENT

In the presence of

Name of witness

Signature of resident

Signature of witness

2006 No 527

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Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

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 park owner or park manager 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 residential premises when the tenancy begins.
2. At the end of the tenancy the residential 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 residential 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 Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

Residential Parks Regulation 2006

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

Schedule 5

EXAMPLE

Condition of premises at start of tenancy					
	Clean	Undamaged	Working	Resident 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					

CONDITION REPORT

Condition of premises at start					Condition of premises at end				
Clean	Undamaged	Working	Resident agrees	Comments	Clean	Undamaged	Working	Resident 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									

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Schedule 6 Deed of assignment

Schedule 6 Deed of assignment

(Clause 29)

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 7 Warrant for possession

(Clause 32)

Warrant for enforcement of order for possession

Residential Parks Act 1998

To all sheriff's officers:

Why is this warrant being issued?

On the Consumer, Trader and Tenancy 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*].

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

Issue details

Date of issue of warrant:

This warrant must be executed within 28 days of its issue.

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Residential Parks Regulation 2006

Schedule 7 Warrant for possession

Signature

Signed by me, Chairperson/Deputy Chairperson/Member/Registrar/Deputy Registrar (*delete whichever is not applicable*) of the Consumer, Trader and Tenancy Tribunal

(*Print name*)

(*Signature*)

Case information

Consumer, Trader and Tenancy Tribunal Registry

Phone number:

Name and address of park owner/park manager:

Park owner's/park manager's phone number:

Resident's phone number and file number:

Schedule 8 Penalty notice offences

(Clause 34)

Column 1	Column 2
Provision of the Act	Penalty
Section 12 (2)	\$110
Section 17 (3)	\$220
Section 33 (1)	\$110
Section 33 (2)	\$110
Section 33 (4)	\$110
Section 48 (3)	\$220
Section 49 (1)	\$220
Section 63 (3)	\$110
Section 68 (1)	\$110
Section 73 (3)	\$220
Section 143A	\$550
