

Residential Parks Act 2007

Residential Park Tenancy Agreement

Periodic Tenancy - Site and Dwelling

For tenancy advice contact Consumer and Business Services on 131 882

This agreement is made between the park owner and resident(s) as detailed below.

Park owner or operator	Full Name <i>(if a company, use company name not trading name)</i>

	Owner's address

Telephone _____ Mobile _____	
Email _____	

Resident(s)	Full Name/s

	Telephone _____ Mobile _____
	Email
	Resident's work place (name and address) if applicable

Commencement date/...../.....
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Location of rented property	Site number, name and street address of residential park <hr/> <hr/>
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Rent	The resident(s) will pay rent at the rate of \$ Payable: Weekly Fortnightly Monthly Day rent is due:
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Your rent must be paid using any of the following methods (*tick all those available*):

Cash / cheque / EFTPOS / credit card to the office located on-site
(cross out any method that is not available)

Deposit/transfer into the following account:

- BSB:
- Account number:
- Account name:
- Payment reference:

Direct debit

Centrepay

BPAY

- Biller code:
- Payment reference:

Other: (please specify)

Conditions

1. Application of the Act and Regulations

The park owner and resident(s) are legally bound to comply with the provisions of the *Residential Parks Act 2007* ("the Act") and the associated Regulations (if any). An agreement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of the Act is void (unless the inconsistency, exclusion, modification or restriction is expressly permitted under the Act).

Terms used in this agreement that are defined in the Act have the meaning ascribed to them in the Act.

2. Maintenance of rented property and common property

Cleanliness

The park owner must:

- (a) ensure the rented property is in a reasonable state of cleanliness when the resident enters into occupation of the rented property;
- (b) keep the common area and any garden or other area in the residential park in a reasonable state of cleanliness; and
- (c) arrange for regular collection of residents' garbage and garbage in the residential park.

Repair

The park owner must:

- (a) ensure that the rented property and common area are in a reasonable state of repair at the start of this agreement having regard to their age, character and prospective life; and
- (b) abide by all legal requirements affecting the rented property and the common area; and
- (c) if requested to carry out repairs to common area bathroom, toilet or laundry facilities, minimise inconvenience or disruption to the resident and, if necessary, provide temporary substitute facilities.

3. Maintenance of rented property - resident

The resident must keep the rented property in a reasonable state of cleanliness and must notify the park owner of damage to the rented property or any common area caused by the resident or a person allowed at the park by the resident. The resident must not intentionally or negligently cause or allow damage to the rented property or common area. At the end of this agreement the resident must give the rented property back to the park owner in a reasonable condition and a reasonable state of cleanliness.

4. Use of rented property

- (1) The resident must not use or allow the rented property or common area of the residential park to be used for an illegal purpose.
- (2) The resident must not cause or allow a nuisance or interfere with the reasonable peace, comfort or privacy of:
 - a. another park resident
 - b. people using the common area
 - c. neighbours of the residential park.

5. Handing over vacant possession without legal impediment

At the commencement of this agreement the park owner must hand over vacant possession of the rented property to the resident. The park owner agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the resident from using the rented property as a place of residence for the period of operation of this agreement.

6. Resident's right to peace comfort and privacy

The resident is entitled to quiet enjoyment of the rented property. The park owner must not cause or allow any interference with the reasonable peace, comfort or privacy of the resident in the resident's use of the rental property or with the reasonable use or enjoyment by the resident of the park's common area. The park owner must take reasonable steps to prevent other park residents from causing or permitting any interference with the resident's reasonable peace, comfort, privacy or enjoyment of the rented property or the park's common area.

7. Park owner's right of entry

The park owner may enter the rented property in the following circumstances:

- (a) in the case of any emergency (including in order to carry out repairs or prevent danger to life or valuable property);
- (b) at a time previously arranged with the resident, (but not more than once every week) for the purpose of collecting rent);
- (c) where the resident is required to pay charges for water, electricity or gas consumed at the rented property, for the purpose of reading the relevant meter;
- (d) at a time previously arranged with the resident (but not more frequently than once every three (3) months) for the purpose of inspecting the rented property;
- (e) to carry out necessary repairs and maintenance at a reasonable time after giving at least forty eight (48) hours written notice;
- (f) after giving reasonable notice to the resident at a reasonable time and on a reasonable number of occasions to show the rented property to prospective residents during the last fourteen (14) days before the termination of this agreement;
- (g) after giving reasonable notice to the resident at a reasonable time and on a reasonable number of occasions to show the rented property to prospective purchasers;
- (h) after giving the resident not less than seven (7) and not more than fourteen (14) clear days' written notice stating the purpose and specifying the date and time of the proposed entry for a purpose not referred to in (a) to (g);
- (i) at any time with the consent of the resident given at or immediately before the time of entry; and
- (j) the park owner believes on reasonable grounds that the resident has abandoned the rented property.

When entering the rented property the owner must not:

- (a) act in an unreasonably intrusive manner;
- (b) enter another part of the rented property that is not related to the purpose of the visit; or
- (c) remain on the rented property longer than necessary.

8. Locks and security devices

- (1) The park owner must take reasonable steps to provide and maintain locks and devices to ensure that the dwelling on the rented property is reasonably secure. Neither the park owner nor the resident must alter or remove a lock, or other security device or add a lock or security device without the consent of the other.
- (2) If there is a lock or other security device which restricts entry to the residential park or part of the park to which the resident may have access, the park owner must give a copy of the key or device or information required to open the security device to the resident at or before the commencement of this agreement.
- (3) If a security device is installed or changed during the term of this agreement the park owner must give a copy of the key or device or information required to open the security device to the resident before the security device is locked or activated.
- (4) At the end of the agreement the resident must return any keys or devices that have been provided to them by the park owner.
- (5) The park owner must maintain the security device in working order.

9. Access to residential park

The park owner must provide to the resident:

- (a) twenty four (24) hour vehicle access to the rented property; and
- (b) twenty four (24) hour access to the residential park and common area bathroom and toilet facilities;
- (c) access during all reasonable hours to any other common area facilities.

10. Park rules

- (1) The park owner may make rules about the use, enjoyment, control and management of the residential park. The rules constitute terms of this agreement. The park owner must give a copy of the park rules to the resident at the commencement of this agreement.
- (2) The park owner can make written amendments to the residential park rules. An amendment will have no effect unless the park owner has consulted with the park's residents committee, considered their views and given fourteen (14) clear days' written notice of the amendment to each resident.
- (3) A rule that is inconsistent with the Act or purports to exclude, modify or restrict the operation of the Act is void (unless the inconsistency, exclusion, modification or restrictions is expressly permitted under the Act).

11. Alterations and additions

The resident must not without the park owner's written consent attach or remove a fixture, or make an alteration or addition to the rented property. The park owner must not unreasonably withhold consent and must not charge an amount for giving consent which is greater than the park owner's reasonable expenses. If the park owner does not consent to the removal of a fixture attached to the rented property by the resident, the park owner must compensate the resident for the reasonable value of the fixture.

12. Compensation for damages caused when removing a fixture

If a resident causes damage to the rented property by removing a fixture the resident must notify the park owner. The resident must repair the damage or compensate the park owner for the reasonable cost of repairing the damage.

13. Charges for water, electricity and gas and other payments

The park owner must bear all statutory charges imposed in respect of the rented property. However if water, electricity or gas consumption at the rented property is separately metered or if bottled gas is supplied to the rented property the park owner may include a term in this agreement requiring the resident to pay for the water, electricity or gas. The park owner may also require a resident to make any other payment prescribed by the regulations if the payment is a term of this agreement. If the park owners supplies electricity to residents via an embedded network, they must include details, as required, in their Disclosure statement.

14. Resident's liability

The resident will be legally responsible for any act or omission of a person the resident invites or allows onto the rented property that breaches this agreement.

15. Assignment

The resident must not without the written consent of the park owner assign the residents' interest in this agreement. The park owner must not unreasonably withhold consent or charge for giving consent except for the park owner's reasonable expenses.

16. Subletting

The resident must not enter into a sub-tenancy agreement unless:

- (a) the park rules define the terms on which the park owner will act as managing agent for residents in relation to sub-tenancy agreements and the services to be provided by the owner to residents as managing agent for sub-tenancy agreements;
- (b) the park owner has consented to the making of a sub-tenancy agreement; and
- (c) the resident has entered into a sub-tenancy managing agent agreement with the park owner under which the owner will act as managing agent for the resident in accordance with the park rules.

17. Termination by park owner or resident for breach of agreement

Either the park owner or the resident may terminate this agreement by giving notice of termination to the other for breach of a term of this agreement. The notice must be in writing in a form approved by the Commissioner specifying the breach and must inform the resident or the park owner that if the breach is not remedied within a specified period (which must be a period of at least fourteen (14) clear days from the date notice is given) this agreement is terminated by force of the notice.

18. Termination for rent in arrears

The park owner may terminate this agreement by notice of termination given to the resident if the resident fails to pay the rent for seven (7) days after it was due. The notice must be in writing specifying the breach and must inform the resident that if the rent is not paid within a specified period (which must be a period of at least fourteen (14) clear days from the date the notice is given) this agreement is terminated and the resident must vacate the rented property before the end of the next day.

19. Termination for repeat breaches

Either the park owner or the resident may terminate this agreement by giving notice of termination to the other if the owner or the resident has breached the same term of this agreement on at least three (3) separate occasions, and breach notices have been given for at least two (2) previous occasions. The notice must be in writing and a period of at least fourteen (14) clear days' notice must be given.

20. Termination on hardship grounds

If continuing this agreement would result in undue hardship to the park owner or the resident SACAT may on application of the park owner or the resident terminate this agreement from the date specified in the SACAT order.

21. Termination no grounds**By the park owner**

The owner may terminate this agreement without specifying a ground of termination by giving either:

- (a) at least sixty (60) clear days; or
- (b) the number of days equal to the number of days the resident pays the rent in advance (whichever is the longer)

written notice of termination to the resident.

By the resident

The resident may terminate this agreement without specifying a ground of termination by giving either:

- (a) at least twenty eight (28) clear days; or
- (b) the number of days equal to the number of days the resident pays the rent in advance (whichever is the longer)

written notice of termination to the park owner.

Note that there are additional grounds of termination by the park owner and the resident contained in the Act.

Both parties have a right to apply to the SACAT for settlement of a dispute.

ADDITIONAL CONDITIONS

NOTE: Any additional terms are not required by law and are negotiable before you sign this agreement.

Additional terms may be inserted below, but only if:

- (a) they do not contravene the Act or regulations or any other law, and
- (b) they are not inconsistent with the standard terms contained above.

WARNING. It is against the law to insert any terms in this agreement which operate to annul, vary or exclude any provisions of the Act or the regulations. Terms prohibited by the regulations also cannot be added to this agreement.

Signatures and acknowledgement

Park owner or their representative

Name:

Signature:

Date: / /

Acknowledgment by resident

The resident must initial each box below to indicate they have received the documents.
Do not sign this agreement if you have not been given all of the required documents.

Copy of the park rules

Information notice outlining your rights and responsibilities

Contact details if emergency repairs are required

Information about fees that may be charged in addition to rent

Information about whether you are entitled to any payments (other than bond) when you leave the site, and if so how the amount will be determined

It is recommended that residents be given a copy of the booklet for park residents, prepared by Consumer and Business Services. The resident should initial the box below to indicate they have received the booklet.

Booklet for park residents

Resident/s

Name:

Signature:

Date: / /

Name:

Signature:

Date: / /