

Park residents in New South Wales have rights under the *Residential Parks Act 1998* and the *Residential Parks Regulation 2006*. This factsheet sets out the law in NSW regarding your rights of access and privacy, and your obligations to others in the park.

Access

If your park has a boom gate or any other security device that is designed to restrict access into the park, or to any part of the park, (for example the amenities block) then the park owner must give you a copy of any boom gate key or other opening device at the commencement of your tenancy, and at any time during your tenancy if those locks or devices have been changed. A park owner may charge a resident for the provision of these devices, to a maximum amount of \$25. This amount is refundable when the device is given back to the park owner. Older agreements may have further restrictions. Call ARPRA or your affiliate if your agreement pre-dates the Parks Act.

In all tenancy agreements, the owner of the rented premises (ie. the park owner) has some rights of access to those premises, but only in certain circumstances. These circumstances are listed in your agreement. In general terms, a park owner has no right to access your home unless he owns it. Under a site agreement, the park owner's access rights are limited to the site, and the dwelling itself is excluded. A resident who owns their own home cannot be forced to provide the park owner with a key to the home. However, some residents are happy to provide the park owner with a key for emergency use only, especially if the resident knows they will be absent for an extended period of time.

A park owner has a right to enter a dwelling they own, for reasons set out in the tenancy agreement.

Privacy

All residents of a park should be mindful of the fact that all park users have equal rights to peace, comfort and privacy. Your agreement states 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. Similarly, all agreements obligate every resident to not interfere with the reasonable peace, comfort and privacy of all other residents, and all persons lawfully in the park.

A park's rules usually contain explicit instructions relating to noise, pets and vehicles, and anything else that might impede on the peace, comfort and privacy of others. A breach of the park's rules is a breach of your agreement. Serious and/or persistent breaches may result in Tribunal action, and in some cases, termination of your agreement.

Quiet Enjoyment

The phrase 'quiet enjoyment' should not be confused with peace, comfort or privacy. It refers to a resident's right to live in their home under their agreement without the park owner threatening to terminate you for reasons you believe may not be allowed under the Parks Act.

For further advice on access and privacy, please contact your local affiliate or contact ARPRA on **1300 798 399**. More advice is also available from NSW Fair Trading on **133 220**.

www.arpra.org.au

www.fairtrading.nsw.gov.au

This factsheet has been written to provide a brief summary of the laws in New South Wales. It should not be considered to be a full reading of the Act or be used as a substitute for legal advice.