



Affiliated Residential Park Residents Association Inc.

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Factsheet

## Residential Parks Act

Park residents in New South Wales have rights under the *Residential Parks Act 1998* and the *Residential Parks Regulation 2006*. This factsheet is about the Act and the Regulations, and how they apply to your Residential Tenancy or Site Agreement.

### Who does the Act cover?

All residents in a caravan park or manufactured home estate in New South Wales are provided with legislative protection by both the *Residential Parks Act 1998* and the *Residential Parks Regulation 2006*, providing that they occupy their dwelling as their principal place of residence. Long-term casual occupants are not covered by the Parks Act or the Regulations.

Residents who move into a park in a campervan or caravan that does not have a rigid annexe may not be covered for up to the first 60 days of their occupancy.

### What does the Act look like?

The *Residential Parks Act* is divided into Parts, Divisions, and Sections. The *Residential Parks Regulation* is divided into Parts and Clauses.

The Regulation also includes Schedules, which provide prescribed versions of different types of Tenancy Agreements, including Site Agreements. These Agreements are also divided into Clauses.

Some Sections of the Parks Act provide for the rights and obligations of both resident and park owner. These Sections are included in every Residential Tenancy Agreement and Residential Site Agreement in a park, and commence with the phrase, 'It is a term of every residential tenancy agreement...'

It is illegal for either party to try and contract out of the Act or the Regulations.

### What Are My Rights?

Always check your written agreement first to find out all your rights and obligations. Following is a short list of just some of your rights, as stipulated in the *Residential Parks Act* -

- to be given a written Agreement at the start of your tenancy.
- to be given rent receipts, unless you pay your rent directly into a bank account.
- to be given 60 days written notice of a rent increase.
- to be given 60 days written notice of a change to the Park Rules.
- to sell your home when you choose, without interference from the park owner.

### What Are My Obligations?

Some of your obligations are -

- to pay your rent, on time and in advance.
- to keep your site reasonably clean.
- to make sure you obtain written consent from the park before doing any additions or alterations that can be seen from the outside.
- not to interfere with the reasonable peace, comfort and privacy of everyone else who lives in the park.

For further advice and information on the *Residential Parks Act 1998* and the Regulations, please contact your local affiliate or contact ARPRRA on **1300 798 399**. More advice is also available from NSW Fair Trading on **133 220**.

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## Prospective Residents

Park residents in New South Wales have rights under the *Residential Parks Act 1998* and the *Residential Parks Regulation 2006*. The *Parks Act* also includes information for prospective residents. This factsheet lets you know what you should look for before moving into a park, and what information you should be given before you buy or rent.

### Before you sign up

Once you have picked a park you think you'd like to live in, take a walk around the park before looking closely at any houses, so you won't be swayed. What are the amenities like? Does it have what you want, like a bowling green, or a swimming pool? What are the roads like? The condition of the roads is a good indicator of how much maintenance the park owner routinely does. What are the trees like? Are there any dead branches hanging over any of the houses or roads?

Find some residents to talk to, and get their opinions on living in this park, including the rent levels. If everything looks good, it might be time to take a look at some of the houses that are for sale. **DON'T FORGET** that you are not entitled to resell a home in a Crown Reserve park. You might get stuck with a house you can't sell.

### What to look for in a house

Manufactured homes are built off-site. They should not be on cement slabs, but up on footings. Check the gutters, the downpipes, and the edges of any woodwork, like verandahs. A build-up of mildew or mould around the edges might indicate a long term dampness issue underneath the house. Check for compliance plates and site boundary markers. Both are required by council.

Older dwellings are usually more affordable, but more basic, sometimes consisting of a caravan with an annexe attached. Make sure it is a hard annexe, not one made of canvas.

### What should I be given before signing up?

A park owner is required to provide every prospective resident with a written copy of the tenancy agreement, whether you intend to rent just the site, or both the site and the dwelling from the park owner. Prospective residents have a right to seek independent advice before entering into an agreement with the park owner, who must not restrict their right to seek such advice.

Agreements can contain additional terms that are not required by law, but have been inserted by the park owner. Additional terms are located to the rear of the agreement, and must be set out on a separate page to the prescribed terms. It is important to remember that all additional terms are negotiable, while the prescribed terms are not. Parks have rules, and the park rules form part of your agreement.

You must be given a set of the current park rules before you sign. You must also be provided with a copy of Fair Trading's *Residential Park Living* booklet, information about electricity rebates, and a document titled *Section 73 – Questions and Answers* or similar. This very important document provides you with legally required information about the park, the site, and the dwelling. If you don't receive any one of these documents, don't proceed before getting advice. Talk to a solicitor or to ARPRA on **1300 798 399**.

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## Starting a Tenancy

Park residents in New South Wales have rights under the *Residential Parks Act 1998* and the *Residential Parks Regulation 2006*. This factsheet provides information on starting a tenancy in a Residential Park in New South Wales.

### Start-up Costs

The cost of preparing a Residential Tenancy Agreement, including a site agreement, is divided between the park owner and a resident. The resident cannot be asked to pay any more than \$15. If an agreement in excess of 3 years is intended to be registered under the *Real Property Act 1900*, you must pay the fee required under that Act, as well as the \$15. The current registration fee is \$99.50. You are not required to pay the park owner's legal or conveyancing fees accrued in the registration process.

### Access Charges

If you need a boom gate key, or any other security device, to access the park, the maximum you can be asked to pay for it is \$25. This is refundable if you ever have to hand it back in.

### Rental Bonds

The park owner can ask you to pay a Rental Bond. This is not usually required for site agreements, but is an acceptable charge. Rental Bonds are usually required when the resident rents both the site and the dwelling from the park owner.

A Bond must not exceed an amount equivalent to 4 weeks of the initial rent. Bonds cannot be "topped up" if the rent is increased.

The laws relating to Rental Bonds in residential parks can be found in the *Residential Tenancies Act 2010, Part 8*.

### Rent in Advance

You may be asked to pay some advanced rent at the start of your tenancy. The park owner cannot ask for more than 2 weeks' rent in advance. If you paid a reservation fee (no more than 1 weeks' rent), it must be applied to your rent ledger, and is included in the 2 weeks' advanced rent you may pay.

### Other Charges

Charges known as *Site Premiums* or similar, are illegal. Site agreements with brand new homes cannot include site development costs.

If you are buying a pre-loved home, ask the seller to arrange for their agreement to be assigned, or transferred, to you. The seller will need the park owner's consent for this, but the park owner must have a very good reason for refusing.

Assignment will ensure you pay the same rent as the seller did. Any additional rights the seller may have had in their agreement, for example, limitations on rent increases, will be passed on to you as assignee, or purchaser.

For further advice on what to expect when starting a tenancy, please contact your local affiliate, or contact ARPRA on **1300 798 399**. More advice is also available from NSW Fair Trading on **133 220**.

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## Rights & Obligations

Park residents in New South Wales have rights and obligations that are included in every residential tenancy or site agreement. This factsheet is designed to help you interpret your agreement, so you can easily identify those rights and obligations.

### **The Agreement.**

Parliament has prescribed a number of different tenancy agreements. The most widely-used agreement is the *Standard form residential site agreement (where tenancy is for a term of 3 years or less)*. This Agreement is the one used if you own your own home, and rent the site from the park owner. There is another Agreement for periods of more than 3 years, Agreements for residents who rent both the site and the dwelling from the park owner, and Agreements for residents who live in a Crown Reserve park. The law recognizes verbal agreements too, so every Agreement, whether or not it is in writing, contains every term included in the appropriate prescribed form. You are entitled to have time to read the agreement, and seek further advice if you wish.

### **Information to be included.**

The first 2 pages of the Agreement contain all the clauses which require information specific to you, such as your name, the name of the park owner and manager, the site number you will be renting, how much the rent is, and how to pay your rent. None of these clauses should be overlooked, as their omission can cause problems later on. Make sure your Agreement includes the required information about the size of your site. The number of people who intend to occupy the dwelling is listed here, together with their name, if you wish to include them. Your Agreement will also stipulate what other documents the park owner is to provide, such as a copy of the Park Rules.

### **Rights and obligations.**

It is easy to identify which clauses are rights, and which are obligations. Any clause which starts with the phrase, 'the resident agrees...' is an obligation on the resident. The resident is obliged by law to adhere to the requirements of that clause. Similarly, any clause which starts with the phrase, 'the park owner agrees...' is an obligation on the park owner to adhere to the requirements of that clause. In general terms, park owner obligations usually refer to a right the resident has, and a resident obligation is a right the park owner enjoys. For example, a resident has an obligation to pay the rent on time and in advance. The park owner has a right to be paid the rent, on time and in advance. Any failure by either party to perform a required obligation is called a breach of the Agreement.

### **Additional terms and park rules.**

Most Agreements contain additional terms that are not required by law. It is important to remember that additional terms are not prescribed terms, and are open to negotiation. If the park has a set of park rules, those rules also form part of your agreement.

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

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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 repairs and maintenance in a park.

### Responsibilities.

If you own your own dwelling and rent the site, you have an obligation to maintain your own home, and to keep the site reasonably clean. This includes all improvements, such as garden sheds, carports, verandahs, driveways, clotheslines and garden beds. The park owner must ensure that 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. Common areas include such items as the roads in the park, the lighting, and the facilities such as laundry, swimming pool and community hall.

The park owner is also responsible for maintaining the supply of utilities to each site. Water and electricity meters remain the property of the park owner. Any failure or breakdown of the water, gas or electricity supply that has been caused by a fault lying between the meter and the dwelling is the responsibility of the resident. Responsibility for any failure from the meter outwards lies with the park owner. This is in relation to wiring or pipes that connect directly to your home. Infrastructure remains the responsibility of the park owner, no matter where it lies. For example, the park owner is obligated to repair a burst water pipe located on your site if that water pipe is part of the park's infrastructure, and not exclusively linked to your home.

If you rent both the dwelling and the site from the park owner, then the park owner is responsible for maintaining and repairing the dwelling as well as the site and the common areas.

### Enforcement.

When you become aware that a repair is required, you must first determine who is responsible. If the park owner is required to perform work to affect a repair, then your next step is to ensure the park owner is made aware of the fault, and the need for a repair. All requests for maintenance or repairs should be in writing, addressed to either the park owner or the manager. Such a request should include –

- the date the letter is written;
- your name and site number;
- information relating to the repair required; and
- a request for the repair to be attended to by a certain date. How long you give the park owner to do the work will depend in large part on the urgency of the repair.
- a statement that if the work is not done by the date requested, you may apply to the Consumer, Trader and Tenancy Tribunal for resolution.

Do not give the park owner a repair request without keeping a copy. Such correspondence may be required as evidence, should a Tribunal application be necessary.

For further advice on how to get repairs done, please contact your local affiliate or contact ARPRRA on **1300 798 399**. More advice is also available from NSW Fair Trading on **133 220**.

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# Rent Increases

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 how your rent may be increased and how you may respond.

## Rent Increase Notices

Your park owner may decide to increase your rent. To do this, they must first serve you with written notice of the increase, giving you no less than 60 days' notice. The notice must be served either by mail or by hand. Leaving it under your door or in your letterbox is not legally acceptable. If the notice has been mailed, the park owner should add a further 4 working days to allow for postal delivery.

The notice must show what the new rent will be, and the day from which the new rent will be payable. If you are still in a fixed term agreement, your rent can only be increased if that agreement contains an additional term that shows the date of the increase, and either the amount of the increase, or a method of calculating it. Even if the agreement contains such an additional term, a separate 60-day notice is still required.

There is no limit to the number of rent increases that can be served in any year, apart from the 60 days' notice each one requires.

You are not required to pay the increase unless you have been given the correct notice.

## Excessive Rent Increases

If you think the rent increase is too high, you have a couple of options available. You can first try to negotiate a lower increase amount with your park owner. If the negotiations are successful, the new, lower increase will start on the same day as specified in the increase notice.

A rent increase that is equal to or less than any increase in the Sydney CPI since the rent was last set, cannot be determined to be excessive unless there has been a withdrawal in services or facilities provided under your agreement.

If negotiations are unsuccessful, you can apply to the Consumer, Trader and Tenancy Tribunal for an order that the rent increase is excessive.

## The Consumer, Trader and Tenancy Tribunal

As the applicant, it is your job to convince the Tribunal that the rent increase is excessive. The *Residential Parks Act 1998* provides a list of criteria for you to follow. This list includes such things as the rent in other parks in your area, other rent levels in your park, how much previous increases have been, and how much the park owner's outgoings have gone up since the last increase. The Tribunal does not take into account your income or your ability to afford the increase.

If the Tribunal finds the rent increase is excessive, it will make an excessive rent order. This order will state what the rent increase amount will be, if any; and the length of time the rent is to stay at this level, to a maximum of 12 months.

For further advice on how to prepare a rent increase case for a Tribunal hearing, please contact your local affiliate or contact ARPRA on **1300 798 399**. More advice is also available from NSW Fair Trading on **133 220**.

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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 rent and how it may be paid.

### **Your Agreement**

New residents who purchase a dwelling may be given a brand new Residential Site Agreement, or in the case of a pre-loved dwelling, the vendor's Residential Site Agreement may be transferred, or assigned, to you. Residents who are renting both the site and the dwelling are party to a Residential Tenancy Agreement and not a Residential Site Agreement. In either case, all agreements contain prescribed clauses that relate to the amount of rent payable, the frequency at which the rent is to be paid, and the method or methods by which the rent is to be paid.

Your agreement is a contract, and none of the clauses contained in your agreement can be altered or modified in any way unless both parties agree to the alteration, or unless the law allows for such changes. An example of a legally allowed modification where the consent of both parties is not required is when the park owner issues a rent increase notice in accordance with the requirements of the *Residential Parks Act 1998*.

For example, an agreement may stipulate that the rent is \$100 per week, payable on the Friday of every fortnight, by cash payments at the office.

Older Agreements may contain a payment method that is no longer viable. An example of this is payment of rent by personal cheque which can take more than a week to clear. While this method may suit a resident, administrative costs may have increased over time to such an extent that an alternative method may be necessary.

Similarly, it may suit a park owner to have all residents pay their rent via Direct Debit, but some residents who do not have this method written into their agreement may be very reluctant to give such control of their bank accounts to the park owner.

### **Direct Debits**

*Direct Debits* are account transactions in which rent and utility payments are automatically debited from the resident's bank account by the park owner's financial institution. *Periodical payments* refer to payments made by the resident's financial institution to the park owner's. Residents have no control over the amount or frequency of direct debits, and park owners have no control over periodical payments. Direct debits are used to deduct rent increases from the commencement date, and utility invoices on their due date, regardless of whether or not a Resident agrees with the charges.

It is not a breach of your agreement to refuse to consent to a payment method that is not already included in your agreement. A park owner cannot force a resident to agree to such an alteration, and a park owner cannot make such an alteration without the consent of the resident.

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

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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 utilities charges payable under your agreement.

### **Water**

A park owner may charge you for water usage and service availability if your site has its own individual water meter. The amount you are required to pay for water usage depends on the metered amount you use. Residents should be charged at the same rate per kilolitre that they would have to pay if they were a direct domestic customer of the water supply authority.

The water service availability charges payable by a resident are calculated according to how much the park owner is charged by the local water supply authority, divided by the number of sites in the park, including short term sites. The amount you can be charged is either \$50 per annum, or the calculated amount, whichever is the least. If the calculated yearly amount is more than \$50, the law stipulates you cannot be charged more than \$50.

*Note:* The *Residential Parks Act 1998* does not stipulate that sewerage usage or availability charges are payable by a resident. An amount covering sewerage discharge has already been factored into the domestic customer water usage rates by the Department of Water. Residents may be charged for pumping out a septic tank if they are connected to one.

### **Gas**

A resident may have gas connected to their home. Residents may have an account directly with the gas or energy supplier, or may be supplied by the park owner. The premises must be separately metered for gas usage before a park owner can pass these charges on to a resident.

### **Electricity**

Residents can have supply accounts directly with the electricity supplier, however in most parks, residents have meters that are read by the park owner. Residents that are charged by the park owner must be charged at the same rate they would have to pay if they were a direct residential customer of the electricity supplier. If your site does not have an electricity meter, you cannot be made to pay separately for electricity consumption. Electricity service availability charges (SACs) may also be payable by a resident. The amount of SAC payable by a resident is dependent on the amount of amps your site is supplied with, and not the amount your home can take. The Office of Fair Trading has produced a booklet titled *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*. It contains a chart that shows the SAC rates according to the ampage supplied, and is available from any Fair Trading Centre and their website.

All utility invoices must include the meter readings and dates on which they were read, and the rate of charge.

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

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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**.

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## Services & Facilities

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 the services and facilities that have been provided for your use in the park, and whose responsibility it is to maintain them.

### Services

The term 'service' or 'services' may refer to utilities such as water or electricity, or it may be in relation to waste disposal or tree maintenance. If the utilities are not separately metered, then water, electricity and gas charges will be part of what a resident pays for when they pay their rent. Rent charges also include lawn mowing of the site, for example, or pool cleaning. If at any time one of these services is removed or reduced, the removal or reduction is referred to as a reduction or withdrawal of that service, and is a breach of your agreement.

The installation of a separate water meter on a residential site and the subsequent charging for water usage and availability is taken to be a reduction in service for which a resident may be entitled to a rent reduction.

### Facilities

Almost all residential parks have something in the way of facilities that are provided for the residents' use. They might include a community hall, bowling green, swimming pool, barbecue area or a tennis court. These are referred to as common areas, and it is the park owner's responsibility to keep the common areas of the park reasonably clean and fit to use. If the park owner decides to close the swimming pool completely, or to close it between certain hours when previously residents had access, then this would be a withdrawal or reduction in facility.

### Withdrawal or reduction of service or facility

If a resident believes that a service or facility has been withdrawn or reduced, they should write a letter to the park owner outlining the breach and asking for the service to be reinstated. If the park owner refuses, the resident may then apply to the Tribunal for an order reinstating the service. The resident may also ask for a rent reduction until such time as the service is resumed or reinstated. Depending on the service that has been withdrawn, the reduction in rent awarded can be minimal when compared to the disruption the withdrawal has caused.

The access roads and storm drains within a park are part of the common area, and it remains the responsibility of the park owner to maintain and repair them. The roads are a facility provided for use by the residents, but the work done to maintain and repair them would be classified as a service.

For further information on service and facilities, including what to do if you believe a breach of your agreement has occurred, please contact your local affiliate or contact ARPRA on **1300 798 399**. More advice is also available from NSW Fair Trading on **133 220**.

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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 committees in a park, and a resident's rights to participate in any committee or organisation.

### **Liaison Committees**

If a residential park has 20 or more sites occupied by residents, then the park owner must convene and maintain a liaison committee, if the majority of the residents request one.

A liaison committee is made up of one or more residents, and representatives of the park owner. It is up to the residents who and how their liaison committee representatives are chosen.

The functions of a liaison committee are listed in Section 66 of the *Residential Parks Act 1998*, and include assisting in the preparation, amendment and observance of park rules, among other things.

The Office of Fair Trading has published guidelines for the election of residents' representative to liaison committees;

[http://www.fairtrading.nsw.gov.au/pdfs/Tenants\\_and\\_home\\_owners/Liaison\\_committees\\_selection.pdf](http://www.fairtrading.nsw.gov.au/pdfs/Tenants_and_home_owners/Liaison_committees_selection.pdf)

... as well as guidelines for the operation of a liaison committee;

[http://www.fairtrading.nsw.gov.au/pdfs/Tenants\\_and\\_home\\_owners/Liaison\\_committees\\_procedures.pdf](http://www.fairtrading.nsw.gov.au/pdfs/Tenants_and_home_owners/Liaison_committees_procedures.pdf)

A park owner who fails to convene and maintain a liaison committee in accordance with the requirements of Section 66 is guilty of an offence that carries a maximum penalty of \$550.

### **Residents' Committees**

Residents of a residential park may decide to form a residents' committee. The purpose of a residents' committee is to facilitate discussion between the residents and the park owner. A residents' committee differs from a liaison committee in that only residents may be on a residents' committee. There is no representative of the park owner. Members are elected by the residents, and the park owner must not interfere with, or obstruct in any way the establishment or operation of any residents' committee. A park owner who does so is guilty of an offence that carries a penalty of up to \$1100.

Each park is to have only one residents' committee. If more than one organisation within a park claims to be the residents' committee, the park owner or a resident may apply to the Tribunal for a determination as to which one will operate as the residents' committee for the park. Residents can, however, form any other group or organisation for any other reason they wish.

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

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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 Park Rules – what they are, how they are made and changed, and what they can be about.

### Park Rules

A park owner may make written park rules relating to the use, enjoyment, control and management of the residential park. Section 62 of the *Residential Parks Act 1998* lists the topics that park rules can be made about. Park Rules can be made about any or all of the following –

- a) the making of noise;
- b) motor vehicle speed limits;
- c) the parking of motor vehicles;
- d) the disposal of refuse;
- e) the keeping of pets;
- f) the playing of games and other sports activities;
- g) the use and operation of communal facilities;
- h) maintenance standards for moveable dwellings, as they affect the general amenity of the residential park;
- i) the imposition of reasonable requirements regarding the landscaping and maintenance of any residential site on which any moveable dwelling is located; and
- j) any other matter prescribed by the regulations.

The Regulations include the following matters –

- k) waste recycling;
- l) safety of persons and property within the residential park;
- m) the storage and repair of motor vehicles, boats and trailers; and
- n) means of transportation within the residential park.

If a park rule is made about a matter that is not included in the list, it is not legally valid.

The park rules form part of every residential tenancy agreement in the park, including site agreements. Each park rule is a term of the agreement. A breach of a park rule is a breach of the agreement. Only residents of the park have an obligation to adhere to the park rules. A park owner has an obligation to ensure all residents comply with the park rules, but are under no obligation to comply with the rules themselves.

The park rules are the same for every resident. There is only one set in force at any time, and the rules that apply are the last ones that were validly made or amended, and served to each resident. A park owner cannot make different park rules for different residents.

Each resident must receive 60 days' written notice of any amendment to the park rules, including the insertion of a new rule or the removal of an old one. If it concerns the use of the park's recreational facilities, only 7 days' notice is required.

If a dispute arises in relation to a new, amended or existing park rule, a resident may apply to the Tribunal for a determination on the matter.

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

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Park residents in New South Wales have rights under the *Residential Parks Act 1998* and the *Residential Parks Regulation 2006*. This fact sheet sets out the law in NSW regarding mailboxes and tree maintenance in your park.

### **Mailboxes.**

Not all parks provide individual mailboxes for residents. If a majority of residents in a residential park want to have mailboxes, then the park owner must install them, and they must be placed in an area that is easily accessible to all residents. The boxes must also be installed in accordance with any applicable requirements or guidelines of Australia Post, or in accordance with any requirements that are prescribed by the regulations.

If the park owner installs individual mailboxes in response to a request from the park residents, then the park owner can charge each resident a reasonable amount, to cover the cost of purchase and installation. The amount can vary, but is roughly equivalent to the purchase price of an average mailbox from a hardware store.

The cost of the mailbox is a one-off charge, that is, the park owner can only charge it once, to the current resident, or, if the site was vacant at the time the mailboxes were purchased, to the first resident who occupies that site. The boxes must be constructed in such a way that residents are able to install their own separate locks on them, if they choose. A park owner must not access or interfere with individual mail facilities provided to a resident of the residential park, except with the prior consent of the resident.

A park owner has no right to retain a key to residents' mailboxes. A resident may choose to give them one, but they cannot be forced to. A park rule is void if it states that a resident must provide a mailbox key to the park owner.

### **Tree Maintenance.**

Section 71 of the Residential Parks Act 1998 concerns the maintenance of trees in residential parks. It states that a park owner must ensure that trees in a residential park are maintained so as to protect the safety of residents, moveable dwellings and other property in the residential park.

However, if a tree is a protected tree, such as in a known koala habitat area, then the park owner may be prohibited by other laws from removing or interfering with that tree. Council advice and approval must always be gained before any lopping or removal work is done.

The Parks Act defines a park owner as being either the person who owns the land, or the person who has granted you the right to occupy, and is named on your agreement as park owner. Most of the time, this is one and the same person. When it comes to trees, the person responsible is the land owner. Disputes about tree maintenance can be resolved through the Consumer, Trader and Tenancy Tribunal. It is important to ensure that the park owner you name on your Tribunal application is the person who owns the land.

For further advice on mailboxes or tree maintenance, please contact your local affiliate, or contact ARPRA on **1300 798 399**. More advice is also available from Fair Trading on **133 220**.

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The *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005* contains requirements and restrictions concerning infrastructure and building in a residential park, including the installation of dwellings. It is important that park residents in New South Wales know about these regulations and what they mean, especially if any addition or alteration to the dwelling is being considered.

### **The local council and your park owner**

Each park owner must obtain from their local council, an Approval to Operate. The Approval contains information specific to each park, such as the number of long-term and short-term sites, and the number of camping sites. It may also contain information about car parking spaces. A community map is provided that should reference each site, giving the location and size of each one.

The obligations a park owner has under the Regulations depends on whether the park is approved as a manufactured home estate or as a caravan park. For example, there are different requirements for the width of the roads between each type of park.

The *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005* contains information on fire hydrants and hose reels, amenities blocks, laundry drying areas, site coverage, site boundaries, carports, garages, and road surfaces, among many other items.

Manufactured Home Estates (MHEs) do not have to provide some common facilities, because manufactured homes must be fully self-contained. A park owner is required to keep a copy of their Approval, a copy of the community map and a copy of Regulations for residents to view at no charge.

### **The local council and you**

A resident may wish to install a second garden shed, or perhaps fill in the side of their carport. If any addition or alteration that a resident wishes to do is visible from the outside of the dwelling, the resident must first gain the consent of the park owner before commencing any work. Park owner consent should never be confused with council consent. Just because your park owner says it is ok, doesn't mean the council will approve. Every residential site agreement contains the clause –

*"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."*

This means that it is up to the resident to make sure the addition or alteration they are contemplating will comply with their obligations under the Local Government Act and the Regulations. Check the Regulations and your park's Approval before making plans for additions or alterations.

For further advice on the Regulations, local councils, or on additions and alterations, please contact your local affiliate, or contact ARPRRA on **1300 798 399**. More advice is also available from NSW Fair Trading on **133 220**.

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