

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**.

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, nor be used as a substitute for legal advice.