



Affiliated Residential Park Residents Association Inc.

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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**.

[www.arpra.org.au](http://www.arpra.org.au)

[www.fairtrading.nsw.gov.au](http://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.