



ACCESS AND PRIVACY



fact sheet

Home owners in New South Wales have rights under the *Residential (Land Lease) Communities Act 2013* and the *Residential (Land Lease) Communities Regulation 2015*. This fact sheet sets out the law in NSW regarding your rights of access and privacy, and your obligations to others in the community.

Access

If your community has a boom gate or any other security device that is designed to restrict access into the community, or to any part of the community, (for example, the amenities block) then the community 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 community owner may charge a home owner for the provision of these devices, to a maximum amount of \$25. This amount is refundable when the device is given back to the community owner. Older agreements may have further restrictions. Call ARPRA or your affiliate if your agreement pre-dates the *RLLC Act*.

In all tenancy agreements, the owner of the leased site (i.e., the community owner) has some rights of

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



www.arpra.org.au

Privacy

All home owners of a community should be mindful of the fact that all community users have equal rights to peace, comfort and privacy. Your agreement states that the community owner or the community manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the home owner in using the residential site. Similarly, all agreements obligate every home owner to not interfere with the reasonable peace, comfort and privacy of all other home owners, and all persons lawfully in the community.

A community'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 community'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 home owner's right to live in their home under their agreement without the community owner threatening to terminate you for reasons you believe may not be allowed under the *RLLC Act*.

For further advice on access and privacy, please 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 Fact Sheet 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.