



# RIGHTS AND OBLIGATIONS

## fact sheet



Home owners in New South Wales have rights and obligations that are included in every residential tenancy or site agreement. This fact sheet 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 three years or less). This Agreement is the one used if you own your own home, and lease the site from the community owner. There is another Agreement for periods of more than three years. 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 two pages of the Agreement contain all the clauses which require information specific to you, such as your name, the name of the community owner and manager, the site number you will be leasing, how much the site fee is, and how to pay your site fee. 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 community owner is to provide, such as a copy of the Community Rules.

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### Rights and Obligations

It is easy to identify which clauses are rights, and which are obligations. Any clause which starts with the phrase, 'the home owner agrees...' is an obligation on the home owner. The home owner is obliged by law to adhere to the requirements of that clause. Similarly, any clause which starts with the phrase, 'the community owner agrees...' is an obligation on the community owner to adhere to the requirements of that clause. In general terms, community owner obligations usually refer to a right the home owner has, and a home owner obligation is a right the community owner enjoys. For example, a home owner has an obligation to pay the site fee on time and in advance. The community owner has a right to be paid the site fee, 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 community 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 community has a set of community rules, those rules also form part of your agreement.

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

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