



# AN OPERATORS GUIDE TO

*The Residential Parks  
(Long-stay Tenants)  
Act 2006*



**CARAVAN INDUSTRY  
ASSOCIATION**  
WESTERN AUSTRALIA INC

Caravan Park Living is a summary statement of the rights and duties of caravan park operators under the *Residential Parks (Long – stay Tenants) Act 2006* and *Residential Parks (Long – stay Tenants) Regulations 2007*.

The Caravan Industry Association WA (CIAWA) represents caravan parks, dedicated residential parks, caravan and RV dealers and manufacturers and associated service providers. Additional copies of this guide can be obtained from CIAWA.

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**Disclaimer**

The Caravan Industry Association WA has produced this guide as a summary of the many rights and responsibilities of park operators and tenants under the *Residential Parks (Long-stay Tenants) Act 2006* and *Residential Parks (Long-stay Tenants) Regulations 2007*. It should not be used as a substitute for the Act or professional legal advice.

This publication is free and CIAWA has no objection to photocopying parts or all of the text.

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# Introduction

Many caravan parks in Western Australia are homes to permanent residents. This is either as an exclusive residential park or a mixed park that provides both residential and tourist accommodation.

Regardless of whether your park is a dedicated residential park or a mixed park, any permanent residents will fall under *the Residential Parks (Long stay Tenants) Act 2006*. This document has been designed to assist park operators understand the Act and the *Residential Parks (Long-stay Tenants) Regulations 2007*.

Under the *Residential Parks (Long-stay Tenants) Act 2006* both park operators and park residents have a number of responsibilities and obligations. This document will assist you to understand these rights.

## ***Residential Parks (Long-stay Tenants) Act 2006***

The *Residential Parks (Long-stay Tenants) Act 2006* will be referred to as the Parks Act from this point forward.

The Parks Act sets out the broad principles (or minimum standards) for the conduct of park operators and tenants in the residential park tenancy market.

The Regulations provide the day-to-day systems of the park to ensure that the broad principles of the Parks Act are implemented.

The Parks Act and Regulations provide for standard information to be included in all tenancy agreements.

Such standards form the basis of all tenancy agreements between the park operator and the tenant. Outside of the provisions of the Parks Act, the park operator is free to include other terms and conditions provided these terms and conditions are not inconsistent with the Act

When drawing up agreements operators should be aware that a number of conditions or terms require the operator to not withhold approval **reasonably**. What is **reasonable** can be viewed differently by an operator and tenant and can be ultimately decided by a third party, State Administrative Tribunal (SAT).

In some instances it may be more beneficial to the smooth operation of the facility if the operator excludes clauses, where possible, that contain this term.

# Preparing for a Tenancy

## Is this tenancy covered by

### *Residential Parks (Long-stay Tenants) Act 2006?*

#### Questions to Ask

#### If Yes

Is the person renting a caravan or relocatable home for holiday purposes? Is there evidence that the letting is for holiday purposes? E.g. Holiday letting is written on receipt	→	Not Covered	
Is the person an employee of the park staying on the premises during the term of employment?	→	Not Covered	
Is the tenancy in a retirement village?	→	Not Covered	
Is the person on a strata titled caravan park?	→	Not Covered	
Does the person have a written, fixed term agreement entered into prior to the 3 August 2007 that has not expired or been re-negotiated?	→	Not Covered Until Expiry or Re-negotiation	
Is the person renting a site or an on-site home for 3 months or more?	→	Covered	<input checked="" type="checkbox"/>
Is the person renting a site on a park—is the caravan or park home owned or brought onto the site by the tenant—for 3 months or more?	→	Covered	<input checked="" type="checkbox"/>
Does the person have a written, fixed term agreement that expired or was extended on or after 3 August 2007?	→	Covered	<input checked="" type="checkbox"/>
Has the person entered into an oral long-stay tenancy agreement prior to 3 August 2007?	→	Covered	<input checked="" type="checkbox"/>
Does the person have a written, fixed term agreement that was entered into before 3 August 2007?	→	Covered	<input checked="" type="checkbox"/>

**The Parks Act requires the operator to provide a written long-stay agreement for all those who are covered under the Act.**



## Disclosure

Under the Parks Act, the following five disclosure documents **MUST** be given to a tenant before an agreement is signed.

1. Proposed agreement
2. The Information Booklet on Park Living
3. Information Sheet
4. Park Rules
5. Condition Report

### 1. Proposed agreement

The Regulations provide for standard information to be included in all agreements.

If a tenant has been residing on a park for **three months or longer on a periodic non-complying agreement**, a park operator must take appropriate steps to attempt to make an agreement that complies with the Parks Act. If such an agreement is not made within five months after the tenant has commenced residing on the park, either party could apply to the State Administrative Tribunal (SAT) for a determination.

This is important as an occupant may originally move onto the park as a tourist, find work and expect to stay on the tourist site, long term. It is important that the park operator states that the occupant is on a tourist site in writing via a *tourist site registration form*. The intent of the park operator and occupant must be clear. If you do not wish this person to remain long-term on your park, the operator needs to require them to leave before they have passed the three month period or ensure sufficient evidence that the person is on the park for a holiday or other limited time for a specific purpose.

Standard information (contained in the Regulations) is required to be included in every long-stay agreement. Although some of these terms are negotiable, exclusions, modifications or restrictions should be discussed and mutually agreed by both parties.

You should note that there are **2 types of agreements**.

#### ***a) On-site home agreement***

This agreement outlines the tenancy arrangements when a tenant rents both a relocatable home and a site.

#### ***b) Site-only agreement***

This agreement outlines the tenancy arrangements when a tenant rents a site only.

## **Negotiable terms – duration of tenancy**

For each of the agreements outlined above, the parties must decide whether or not the agreement will be for a fixed period.

### ***a) A fixed term agreement***

A fixed term agreement specifies a period of time that the operator wishes to rent the premises, with a specific start and finish date. It provides certainty for both parties.

The operator needs to consider any long term plans or ideas they may have in place before setting the term of the agreement. Ending a fixed term agreement early (i.e. sale of the park) may require compensation to be paid to the tenant.

**Agreements for terms 10 years or longer require WA Planning Commission approval.**

### ***b) A periodic agreement***

A periodic agreement does not specify the period of time that a tenant rents the premises. Either party can give relatively short notice (compared to a fixed term agreement) to end the tenancy, which provides both parties with more flexibility.

## **Other negotiable terms**

### ***What's included in or excluded from a Long-stay Agreement?***

Long stay agreements must contain certain provisions but may also modify, exclude or restrict provisions allowed in accordance with the Act. This is called **Contracting Out**. It is very important that both parties understand what provisions are being contracted out and that these modifications are agreed to and signed. Penalties apply if a person enters into a contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act.

There are a number of terms that may be negotiated, some of these are:

- ∞ the amount of the rent
- ∞ the amount of other allowable fees and charges;
- ∞ the number of people residing in the rented premises;
- ∞ the types of fixtures and facilities that may be used;
- ∞ under what circumstance (if any) the tenant is to be transferred to another site or home during the tenancy; and
- ∞ whether the tenant can sell their home on-site.
- ∞ whether the tenant can sub-let

## ***Negotiable Terms***

Schedule 1 Section 2 of the *Residential Parks (Long-stay Tenants) Act 2006* contains a number of terms that may be excluded, modified or restricted in the long stay agreement. These are:

- ∞ Vacant possession;
- ∞ No legal impediment to occupation of tenanted premises;
- ∞ Responsibility for cleanliness;
- ∞ Responsibility for damage;
- ∞ Park operators responsibility for cleanliness and repairs;
- ∞ Compensation where tenant sees to repairs;
- ∞ Tenants conduct on premises;
- ∞ Locks;
- ∞ Park owners right of entry;
- ∞ Tenants right to remove fixtures or alter premises;
- ∞ Rates taxes and charges payable by the park operator;
- ∞ Provision for assigning or sub-letting the premises; and
- ∞ Tenants vicarious responsibility for break of agreement.

There are also a number of other terms included in the regulations that may be excluded, modified or restricted in the long-stay agreement. These are:

- ∞ Rent variation;
- ∞ Charges for additional residents;
- ∞ Fees and charges for services/utilities;
- ∞ Children;
- ∞ Keeping of pets;
- ∞ Selling relocatable home; and
- ∞ Repositioning of on-site home.

## **2. Information Booklet Park Living**

The **Information Booklet Park Living** as supplied by DOCEP is to be provided to all prospective tenants before entering into a long-stay agreement. This document is designed to provide the prospective tenant with a broad overview of park living (penalty \$5,000).

The Information Booklet is available from the Consumer Protection Advice Line 1300 304054 (for the cost of a local call state wide) or can be downloaded from the DOCEP website: [www.docep.wa.gov.au](http://www.docep.wa.gov.au)



### **3. Information sheet**

The information sheet contained in either Schedule 6/7, Division 10 is required to be given to the prospective tenant before entering into a long-stay agreement. The operator is required to ensure the information is correct (penalty \$5,000)

The park operator must provide an information sheet to the prospective tenant for the following.

- Additional Fees/Charges – extra residents, visitors
- Services
- Pets
- Shared Premises and Facilities
- Parking
- Selling a re-locatable dwelling (site-only agreements) or sub-letting or otherwise assigning the agreed premises
- Restrictions on use of site
- Insurance requirements
- Requirements of tenant regarding gardening maintenance
- Park Liaison Committee (PLC)

The Information Sheet is available from the Consumer Protection Advice Line 1300 304054 (for the cost of a local call state wide) or can be downloaded from the DOCEP website: [www.docep.wa.gov.au](http://www.docep.wa.gov.au)

## 4. Park rules

A park operator is required under the Parks Act to make rules that include the following:

1. restrictions on the making of noise;
2. parking of motor vehicles;
3. conduct and supervision of children;
4. use and operation of any common facilities;
5. storage of goods by tenants outside agreed premises;
6. park office hours;
7. cleaning of gutters;
8. tree maintenance; and
9. emergency procedures.

(Penalty for non compliance - \$5,000)

### ***Other suggested park rules should cover:***

1. speed limit;
2. park visitors;
3. rubbish removal; and
4. any other applicable rules provided they do not conflict with the Parks Act.

The Operator should ensure the park rules are read and understood before the prospective tenant signs an agreement as this forms part of the tenancy agreement.

The park operator must advise long-stay residents of any variation, addition, removal and/or replacement of a park rule, by providing written notification of at least **30 days prior** to the commencement of the effect of such amendments.

In the situation where an amendment relates to the use of recreational facilities, notice must be given at least **7 days** before the commencement of the effect of such an amendment.

In a situation where a tenant/s does not agree with the amendment to a park rule, the park operator should endeavour to involve the Park Liaison Committee, (PLC) to assist in resolving the issue.

A tenant may appeal to the SAT for a determination of an amendment or addition to the park rules. In the circumstance the SAT does find in favor of the tenant, SAT can alter or revoke a park rule or give directions modifying the operation of the park rule in relation to a long-stay agreement.

In the case of health and safety or an emergency issue, the operator may need to refer to the *Caravan and Camping Grounds Act (1995)* as a reference.

## 5. Condition report

A condition report records the condition of the home or site at the start and end of a tenancy.

There are two types of condition reports:

- ∞ a report in relation to an on-site home agreement – to assess the condition of the rented site and re-locatable home; or
- ∞ a report in relation to a site-only agreement – to assess the condition of the rented site.

The park operator must complete a condition report and give **2 copies** to the prospective tenant (penalty \$5,000).

Within **7 days** of signing an agreement, the tenant must then fill out one of the copies of the report and give this to the park operator (penalty \$5,000).

As soon as possible after the tenancy ends, the park operator and the tenant should each fill out a condition report and give a copy to the other party (penalty \$5,000).

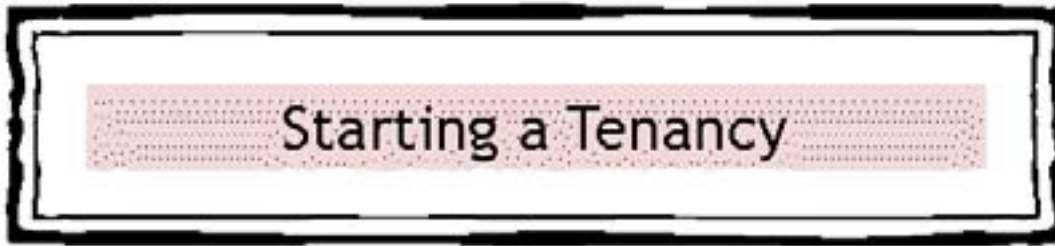
The Condition Report is available from the Consumer Protection Advice Line 1300 304054 (for the cost of a local call state wide) or can be downloaded from the DOCEP website: [www.docep.wa.gov.au](http://www.docep.wa.gov.au)

## 6. Semi Permanent/Annual Tenants

It is advisable for operators to sign one page agreements with semi permanent/annual tenants or long stay holiday makers advising them of the conditions of site rental. It is important that both parties agree to the term of the stay, being for holiday purposes only because these tenants are not provided for under the Parks Act due to the long term occupation of holiday sites.

The agreement should include:

- ∞ Contact details for tenants and for next of kin/emergency contact
- ∞ Details of insurance requirements
- ∞ An attached copy of Park Rules/General Regulations
- ∞ The terms/type of agreement – periodical/fixed term.
- ∞ The termination clause
- ∞ Payment of fees/power/gas/water
- ∞ Conditions for sales of structure



## **Application Form for Long-stay Tenancy**

Before entering into a Long-stay agreement with a prospective tenant, park operators should ensure an Application for Long-stay Tenancy (Appendix B) is completed. The purpose of the Application Form is to obtain information from the prospective tenant to enable the park operator to check rent references and assess the suitability of the applicant for the park living lifestyle.

The tenant must be given a copy of the fully executed copy of the agreement within 21 days or as soon as practicable after that date. (penalty \$5,000)

## **Rent**

No more than two weeks rent can be charged during or before the first 2 weeks of the tenancy. Following the initial 2 week period rent is due as the period specified in the agreement.

Unless the rent is paid by direct deposit into the park operators nominated bank account a rent receipt for the rent paid, must be given within **3 working days**. This receipt must specify,

- ∞ the date the rent was received
- ∞ the amount paid
- ∞ period for which the amount was paid
- ∞ name of the tenant
- ∞ site number (particulars of the premises)

## **Bond**

A security bond can be applied whether a tenant rents a site only, or rents both a site and a caravan or park home.

A park operator can only require one security bond for each agreement (penalty \$5,000) and it cannot be more than:

- ∞ 4 weeks rent
- ∞ \$100 as a security for keys, park entry devices etc; and
- ∞ \$100 as a pet bond if the tenant is permitted under the agreement to keep a cat or dog (this amount is only to account for the fumigation of the premises at the end of the tenancy).

The park operator must give the tenant a receipt for any security bond paid **within 3 days** of receiving the bond (penalty \$20,000), which states:

- ∞ the amount paid;
- ∞ the date it was paid;
- ∞ the amount of the pet bond, if there is one;
- ∞ the name of the tenant; and
- ∞ details of the premises covered by the bond.

The park operator (or agent) must lodge the security bond with the Bond Administration Office of Department of Consumer & Employment Protection or pay the money into a Tenancy Bond Account with a financial institution within **14 days** of receiving the payment (penalty \$20,000).

The security bond is money that the park operator can use for repairs if the tenant damages the rented premises/site. If there is no valid claim against the security bond, both the tenant and the park operator must sign a Joint Application for Disposal of Security Bond form and give it to the bond holder.

If there is a dispute about how the bond should be paid out, either party can apply to the SAT for an order (as a last resort).

It is an offence for a tenant to refuse to pay rent on the basis that a park operator will be able to recover it from the security bond (penalty \$5,000).

### ***Bond Forms***

Bond forms can be downloaded from the DOCEP website, [www.docep.wa.gov.au](http://www.docep.wa.gov.au)

## **Other up-front fees**

Unless otherwise stated in the agreement, a park operator must pay for the preparation of the agreement.

A prospective tenant may be charged a fee for an *option to enter* into an agreement. This is an amount of money that indicates the genuine intent of a person to enter into an agreement with the park operator. For example; the intent to occupy a specific site on a specific date. However, the option fee must be refunded or applied towards rent, once the tenancy begins.

## **Property management fees**

If the park operator uses a real estate agent to find a tenant and/or manage the tenancy, the real estate agent cannot charge a tenant letting fee.

A real estate agent can only charge a park operator a maximum two weeks rent as the management fee.

## Cooling-off period

### *a) Site-only agreement*

A prospective tenant may withdraw from a site-only agreement without giving a reason. However, a tenant **cannot** change his/her mind once he/she has actually taken up occupancy.

The length of a cooling-off period depends on the situation.

- ∞ If a prospective tenant is given the **5 documents** outlined in the section of the booklet entitled *Information Booklet Park Living* before a site only agreement is signed, the agreement can be cancelled within **5 working days** after the date of the agreement.
- ∞ If a prospective tenant is not given the **5 disclosure documents**, a prospective tenant may cancel a site-only agreement within **10 working days** of finally receiving the information.

### *b) On-site home agreement*

There is no mandatory cooling off period for on-site home agreements. A tenant may be required to compensate the park operator for losses incurred if a tenant signs an on-site home agreement and then changes his/her mind.



## Park Operator Check List



### Have I...?

1. Received a completed Application Form for Long Stay Tenancy
2. Checked references
3. Assessed suitability for lifestyle

☐  
☐  
☐

### Have I initially provided...?

1. Written Long Stay Agreement
2. Park Living Information Booklet
3. Information sheet
4. Park rules
5. Condition report x 2

☐  
☐  
☐  
☐  
☐

### Have I received back...?

1. Written agreements
  - signed and witnessed by all parties
2. Condition report
  - signed and witnessed by all parties

☐  
☐

### Have I taken...?

1. Rent in advance
  - initially not more than 2 weeks
2. Security bond
  - not more than equivalent of 4 weeks rent
3. Pet bond
  - not more than \$100 (to be used only for fumigation)
4. Key / Security devices bond
  - not more than \$100

☐  
☐  
☐  
☐

### Have I given the tenant...?

1. A copy of signed Condition Report
2. A copy of the Bond Form
3. A receipt for Bond
4. A receipt for rent paid in advance
5. A fully executed copy of the agreement

☐  
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## **Operators Own Long Stay Agreements**

Operators have the choice of either using a long stay agreement from CIAWA written specifically for operators, to support the Parks Act or a generic site agreement produced by DOCEP (Schedule 1, 2, 3 and 4 Regulations 2007). Alternatively a park operator can produce their own site agreement in a format that may suit their operation. CIAWA strongly recommends that legal advice be sought when undertaking your own agreement.

If the operator produces an agreement, they are required to include all the terms included in the Parks Act and Regulations. Any extra terms included in the agreement must not conflict or attempt to void any term of the Parks Act or Regulations. Park operators are not permitted to enter into separate agreements with prospective tenants that circumvent or restrict any term in the Parks Act.

The park operator is permitted to charge a reasonable fee for preparing a Long-stay Agreement provided the term is included in the agreement. The park operator should take into account time taken to prepare the agreement, printing and ancillary costs.

A checklist for consideration for completing a long stay agreement is outlined in Appendix A.



## Change of details

Under Section 15 of the Parks Act, a park operator must notify all tenants if any details of the park operator (or agent) change during the tenancy (penalty \$5,000).

Under Section 16 of the Parks Act, a tenant must notify the park operator of any change of employment address during the tenancy within **14 Days** (penalty \$5,000).

## Rent

A tenant cannot be charged more than **2 weeks** rent before or during the first **2 weeks** of the tenancy (penalty \$5,000).

An operator cannot require more rent to be paid before the end of any period for which rent has already been paid (penalty \$5,000).

If rent is not paid into a financial institution, the park operator must keep records of rent received and issue a written receipt within **3 working days** (penalty \$5,000).

The receipt must specify:

- ∞ the date the rent was received;
- ∞ amount paid;
- ∞ period the rent covers;
- ∞ name of long-stay tenant; and
- ∞ the particulars of the agreed premises.

## Rent increases

When establishing a long stay agreement the operator should give consideration to deciding the method they will use to vary the site rent during the period of the agreement. The 3 main methods are:

- ∞ Current rent + Consumer Price Index – **Note** - under the Parks Act if the operator uses only this method and the CPI figures were negative that year then the operator would be required to reduce the rent by the amount calculated.
- ∞ Percentage increase on current rent – this method uses a fixed percentage that is applied at the time of a Rent Review. i.e. this could be set at 5% per rent review or 5% plus CPI

- ∞ Review on a market rent basis – when reviewing the rent, the park operator must consider a report from a licensed land valuer in setting the rent.

An operator may use one or all of these methods to review the rent provided different review dates for each method are specified in the agreement. For example – Year 1: CPI; Year 2: CPI; Year 3: Market Value. That is a park operator can review the rent every 12 months and must use a single basis for rent review on each review date.

### ***a) On-site home agreements***

Unless otherwise provided for in a periodic on-site home agreement:

- ∞ the park operator must provide at least **60 days** notice of a rent increase in writing;
- ∞ rent cannot increase in the first six months of a tenancy (unless a written review date schedule for the variation of rent was given to the prospective tenant); and
- ∞ rent cannot increase less than **6 months** after the last rent increase.

Unless a fixed term on-site home agreement contains a rent variation clause, the rent cannot be varied during the course of the fixed term.

### ***b) Site-only agreements***

When renting a site only, the following applies:

- ∞ rent reviews must be at least **12 months** apart, except at the start of a tenancy if the tenant was informed of a particular rent review schedule;
- ∞ the agreement should detail the process of rent review; and
- ∞ **the agreement must allow for a reduction in rent if the method of rent review (CPI or Market Review) suggests this.**

## **Ongoing fees**

Other fees that can be charged during the tenancy are:

- ∞ visitor (or resident) fees, as set out in the agreement and information sheet;
- ∞ payment for utilities, if separately metered;
- ∞ services provided to the tenant (as provided for in the agreement); and
- ∞ exit fees payable by the tenant who is selling his/her home on-site, where the park operator is not the selling agent, maximum \$200.

## **Responsibility for Cleanliness & Repairs**

The responsibility for cleanliness and repairs is negotiable and the parties may exclude this clause from the agreement if they wish when negotiating the long-stay tenancy agreement.

## Urgent Repairs

**Unless the written agreement states otherwise**, a tenant can organise urgent repairs to rented premises if:

- ∞ the damage is likely to cause injury, further damage or undue inconvenience;
- ∞ the damage was not caused by the tenant; and
- ∞ the tenant has made a reasonable attempt to notify the park operator of the problem.

*This clause is negotiable and may be excluded from a long-stay tenancy agreement.*

## Damage

The tenant must report any damage to rented premises or to the exterior of an on-site home to the park operator as soon as possible, but within **3 days**.

If a tenant causes damage **to rented premises**, the park operator can ask the tenant to pay for repairs.

## Alterations or additions to a park home or site

**Unless the agreement states otherwise**, a tenant can only make alterations or additions to a site or a rented park home or caravan with firstly the consent of the park operator and then in accordance with the *Caravan and Camping Grounds Act 1995* and all relevant Authorities. This may also include the exterior of the tenant's own dwelling.

Operators need to consider what effect alterations or improvements, including painting, may have on the amenity and appearance of the park as a whole when considering these terms. The park operator may not **reasonably** withhold approval. Disputes over what is **reasonable** are usually decided by SAT.

## Respecting the privacy and comfort of others

Tenants have the right to use the park and its facilities without being bothered by other tenants. This right is called *quiet enjoyment*. This means that tenants are not allowed to interrupt the peace, comfort or privacy of other occupants.

Likewise, park operators must not unreasonably restrict or interfere with a resident's peace, comfort, privacy or proper use and enjoyment of the site and park facilities.

## Park operator's right of entry

i) A park operator may enter a site, or a park home or a caravan:

- ∞ if the resident agrees; or
- ∞ in the case of an emergency.

ii) **Unless the agreement provides otherwise**, a park operator may enter rented premises.

- ∞ to collect rent but no more frequently than on a weekly basis, if it is specified in the agreement; and

- ∞ to inspect the premises when collecting rent – no more than once every **4 weeks**; and
  - ∞ in compliance with the terms of an order from the SAT, where a tenant has abandoned the rented premises.
- iii) **Unless the agreement provides otherwise**, a park operator may also enter rented premises at any reasonable time, and on a reasonable number of occasions:
- ∞ to show premises to prospective tenants during the **21 days** before the agreement ends; and
  - ∞ to show the premises to prospective buyers.
- iv) **Unless the agreement provides otherwise**, the park operator must provide advance notice to enter rented premises in other circumstances, such as:
- ∞ at least **72 hours** notice to carry out or inspect repairs;
  - ∞ at least **24 hours** written notice to carry out a duty under the Act; and
  - ∞ written notice of at least **7 days** and no more than **14 days** in advance for the purpose of inspecting the premises for any purpose.

**This clause may be excluded or modified/altered, provided said alterations do not conflict with any terms or conditions in the Act.**

## Sub-Letting

While renting, a tenant may want to ask other people to stay in the home and share the cost of the tenancy. Alternatively, a tenant may be going on an extended holiday and would like to have someone stay in the home while he/she is away.

The Parks Act states that the ability of a tenant to sub-let the rented premises is negotiable between the park operator and the tenant **before** an agreement is signed.

The operator needs to be aware if approval is given to allow subletting in the site agreement the operator cannot **unreasonably** withhold consent in the event the tenant wishes to assign the right to occupy the site/unit.

If the operator does not make any provision or conditions for subletting, then the Parks Act allows the tenant to sublet and the operator cannot **unreasonably** withhold consent in the event the tenant wishes to assign the right to occupy the site/unit.

**Park operators if unsure of the merits of subletting should in the first instance discuss the issue with a prospective tenant prior to entering into a long-stay tenancy agreement.**



# Disputes and Resolutions

Disputes may arise between tenants and park operators over matters such as park rules, rent, noise and repairs.

Ideally, disputes should be resolved by discussing the issues and trying to come to a resolution that suits both parties.

## Dispute Resolution Bodies

The bodies that may assist in resolving disputes are outlined below.

### 1. Park Liaison Committee

A park with **20 or more long-stay sites** must have a Park Liaison Committee (PLC). The purpose of the PLC is to help the park operator maintain and improve the lifestyle of tenants (penalty \$5,000).

The functions of the PLC are to:

- ∞ **advise and consult** with the park operator regarding:
  - preparing and amending park rules;
  - developing guidelines for the standards of behaviour of park tenants;
  - developing policies for the improvement and maintenance of the natural environment and amenities of the park; and
  - developing policies for the installation and maintenance of roads, streets and other security lighting and fencing within the park.

The PLC **may** also assist in the resolution of disputes between tenants and disputes between tenants and the park operator.

A PLC consists of:

- one or more park tenants, chosen by other park tenants to represent their interests; and
- one or more representatives of the park operator.

In terms of representation on the PLC, there must be more tenant representatives than representatives of the park operator.

To resolve an issue, a tenant may consult with the PLC. If no PLC is in place, the park rules or the agreement may set out an alternative dispute resolution process.

**The PLC is only advisory in nature. The decision-making power of tenants is limited to determining their own representative on the PLC.**

**The PLC cannot make binding decisions regarding the operation of the park.**

## **2. State Administrative Tribunal**

If a dispute cannot be resolved, either the tenant or park operator may apply to the State Administrative Tribunal (SAT), which is similar to a court of law, to decide the case. SAT can resolve disputes and make orders involving:

- ∞ an agreement or an option to enter an agreement;
- ∞ an agreement authorising an agent to sell a park home or caravan on behalf of a tenant;
- ∞ the requirement of a tenant and/or the park operator to comply with a term of the agreement;
- ∞ compensation being paid to the tenant or park operator;
- ∞ declaring a rent increase is excessive;
- ∞ ending a tenancy agreement;
- ∞ directing the rent be reduced and/or paid to SAT until the park operator stops breaking the agreement;
- ∞ a park rule be changed or withdrawn;
- ∞ the park operator carry out repairs on rented premises;
- ∞ what is considered to be appropriate; and
- ∞ the vacation of the premises on the required date. A park operator may apply to SAT for an order to terminate the agreement and for possession of the agreed premises.

## **Dangerous Tenant**

A park operator can apply to SAT for an urgent hearing if any tenant/person is:

- ∞ causing harm to anyone who is lawfully on the park;
- ∞ likely to cause harm to anyone who is lawfully on the park;
- ∞ seriously damaging park property; or
- ∞ likely to cause serious damage to park property.

## **Types of Disputes**

### ***a) Rent Arrears***

Rent is overdue if it has not been paid by the date due.

On the day after rent was due, give the tenant a default notice. You must give the tenant at least **14 days** from the date the notice is given to pay the overdue rent. Refer to Flow Chart 1 in Appendix D to ensure the serving of notices is correct.

### ***b) Repeated Breaches***

If a tenant repeatedly breaches the terms of the agreement, the park operator should issue the appropriate notice for that breach. A variety of notices apply to different circumstances.

### ***c) If the Tenant Refuses to Leave***

If the tenant refuses to leave after you have gone through the proper process of serving a Notice of Termination or following the expiration of the fixed term agreement you should take the following steps:

1. Apply to SAT on the grounds of the tenant's failure to give vacant possession;
2. If the SAT rules in the park operators favour they will issue an Order for Vacant Possession;
3. SAT will notify the tenant; and
4. An authorised officer of the court will execute the order and recover vacant possession for you.

In all circumstances, a park operator is not permitted to change locks, turn off the electricity, gas or water, or take any other action to force a tenant out of the park, unless authorised by an order of the SAT. Penalties apply for this type of conduct.

## **Dealing with Disputes – the process**

Some disputes can be resolved by the park operator and the tenant via a dispute resolution meeting. We suggest a member of the Park Liaison Committee or an independent witness is present at the meeting. Following the meeting, put the outcomes in writing to the tenant. Ensure you get the facts and keep records of all correspondence.

At certain times a situation will arise when the operator must issue a Default Notice to advise the tenant of a breach of the agreement. For example, non payment of rent or for a serious breach which may compromise the safety of others ie speeding

A variety of Notices and flowcharts are available via download from the DOCEP website or through the members section on the CIAWA site [www.caravanwa.com.au](http://www.caravanwa.com.au).

The operator should ensure the correct notice form is served for the breach and that all avenues for resolution have been explored prior to the serving of any notice.

For Example:

A tenant is observed speeding through the park, at a speed much greater than 10km/h.

### **Step 1.**

The park operator should have a witness to accompany them and issue a verbal warning that the speed limit was in excess of park regulations

If tenant is again speeding through park

### **Step 2.**

Issue a **Default notice – Reasons other than Non-Payment of Rent** *Section 40 (1) of the Residential Parks (Long-stay Tenants) Act 2006.*

The Default Notice enables the operator to specify the nature of the breach and the section of the agreement that has been breached eg. Park Rules, Item 4.

The Default Notice enables the operator to record the date of the breach and how the breach is to be remedied. In the case of speeding the tenant may be required to park their vehicle outside the park as a matter of safety to others.

It may be prudent to involve the Park Liaison Committee to assist with any disputes or breaches of agreement, particularly with Park Rules.

Should a tenant dispute the speed at which they have travelled, this can be remedied by the operator. At 10 km/h a car should take 36 seconds to travel 100 metres. The operator should measure this distance on the park and record the time taken to travel this route, with a stop watch. If a tenant travels this route in less than 36 seconds they are speeding. (8km/h would take 43.2 seconds to cover 100m)

Providing this factual evidence is not easy to dispute.

### **Important**

- Keep a copy of all breach notices.
- Ensure the form is delivered directly to the tenant and this is witnessed by a third party.
- Ensure the date provided to remedy the breach is at least **14 days** after the day on which the notice is given to the tenant.

### **Step 3.**

Should the tenant repeat the breach, the operator should serve the **Notice of Termination – Reasons other than non-payment of rent** *Section 40 (4) of the Residential Parks (Long-stay Tenants) Act 2006.*

The Notice of Termination proceeds with the requirement for the tenant to provide vacant possession of the agreed premises before the last day of –

- The term of a fixed term tenancy
  - A period of a periodic tenancy
- as the case may be.

Under the *Residential Parks (Long-stay Tenants) Act 2006* Section 40 (6) the date for vacant possession must be at least **7 days** after the day on which the **Notice of Termination** is given to the tenant.

## Ending a Tenancy

There are various reasons why a tenancy ends and either the tenant or the park operator could initiate the ending of a tenancy. This section outlines the procedures involved when one party ends a tenancy.

### **The tenant ends a tenancy**

Tenants must leave a forwarding address and phone number with the park operator when leaving a park (penalty \$5,000).

The following table outlines the circumstances where a tenant ends a tenancy, the minimum notice period (if lawful) and whether compensation is payable to a park operator. *(see page 24 for table)*

<b>Situation causing tenancy to end</b>	<b>Minimum notice period to park operator to end a tenancy</b>	<b>Compensation payable by tenant to park operator</b>
<p>The tenant does not specify a reason or wants to sell his/her relocatable home.</p> <p><b>See below for more information about a tenant selling a home on-site.</b></p>	<p><b>Periodic agreement:</b></p> <ul style="list-style-type: none"> <li>∞ <b>21 days</b> notice</li> </ul> <p><b>Fixed term agreement:</b></p> <ul style="list-style-type: none"> <li>∞ No minimum notice period – end date stated on the agreement.</li> <li>∞ It is suggested that about <b>30 days</b> before the tenancy is due to end, that the tenant and park operator discuss whether the tenancy will continue or end.</li> </ul>	<p><b>Periodic agreement:</b></p> <p>None</p> <p><b>Fixed term agreement:</b></p> <p>None (unless a tenant wants to leave earlier than the fixed term, without the agreement of the park operator).</p>
The rented premises cannot be lived in or is taken over by an authority by law.	<p><b>Periodic or fixed term agreement:</b></p> <ul style="list-style-type: none"> <li>∞ <b>2 days</b> notice</li> </ul>	<p><b>Periodic agreement:</b></p> <p>None</p> <p><b>Fixed term agreement:</b></p> <p>None, if the situation occurred through no fault of the tenant.</p>
<b>The park operator has breached the agreement.</b>	<p><b>Periodic or fixed term agreement:</b></p> <ul style="list-style-type: none"> <li>∞ <b>14 day</b> default notice; &amp;</li> <li>∞ <b>7 day</b> termination notice; &amp;</li> <li>∞ Tribunal order, if necessary.</li> </ul>	<p><b>Periodic or fixed term agreement:</b></p> <p>Possibly – determined by the Tribunal.</p>
The tenancy has been abandoned (see below for more details).	No notice period given	<p><b>Periodic or fixed term agreement:</b></p> <p>Yes</p>
The park operator and tenant mutually consent.	<p><b>Periodic or fixed term agreement:</b></p> <p>As agreed between the park operator and a tenant.</p>	<p><b>Periodic or fixed term agreement:</b></p> <p>Possibly – determined by the parties.</p>



## **A tenant wants to sell his/her home**

**Under the Parks Act, a tenant is not required to nominate the park operator as the selling agent in relation to the sale of the tenant's home.**

Regardless of who is the selling agent, the park operator should be aware that the purchaser has no legal right to occupy the site until the purchaser has gone through the agreement process and has signed an agreement with the park operator. Also if a selling agent other than the park operator is used it is possible that the purchaser may not be aware of any information contained in the site agreement, Information Booklet on Park Living, Information Sheet, Park rules or Condition Report.

**If the onsite home is sold without the park operator meeting the prospective purchaser and offering a long term agreement the park operator has no obligation to offer the purchaser an agreement if following a meeting with the purchaser and reference checks the park operator believes they are unsuitable for the park.**

Unless the agreement prohibits the tenant from selling his/her home on site then an operator cannot *unreasonably* restrict potential buyers from inspecting the park home or caravan.

If an operator is unsure of their intended future use of individual sites in the park i.e. whether they will use the sites for long term or tourist use, remove the site to install extra facilities, **then they should consider prohibiting on site sales.** If it is not specified in the agreement, then it is determined that the park operator is allowing on-site sales.

Where the operator decides to allow on-site sales he/she should consider placing a number of processes in the long stay agreement, these should include;

- ∞ the vendor should be required to advise the operator in writing before offering the caravan/park home for sale
- ∞ the size and location of any **FOR SALE** sign
- ∞ all prospective purchasers of the unit should be introduced to the operator before any deposit is paid or agreement to purchase is made, and
- ∞ the prospective purchaser should be interviewed and consideration given as to whether he/she will fit in with the lifestyle and will accept the terms and conditions of tenancy.

At the time the prospective tenant is introduced to the operator, he/she should be given all the information required under the Parks Act. The operator should also arrange a time to interview and discuss the terms and conditions for living on the park.

**Under the terms of the Parks Act, the operator is not permitted to be the sole selling agent for on-site sales on the operator's park. This clause will not affect the status of any fixed term agreement entered into before 03 August 2007. However, after this date the operator will no longer be able to include this condition in any long-stay tenancy agreement.**

## Death of a tenant

The Parks Act does not specifically deal with the ending of an agreement upon the death of a tenant, however this does not prevent an operator from making a provision in any long-stay tenancy to deal with this particular situation, as long as it complies with the other provisions of the Act. If a tenant passes away and the agreement does not deal with this issue, the tenancy continues and the executor or administrator of the estate becomes responsible for ensuring that the agreement is upheld, including making rent payments until the tenancy is ended.

## On-site home agreements

For tenants renting both a site and a home, if an agreement provides that a tenancy ends upon the death of a resident, the estate would not be responsible for the tenancy beyond that time. If the agreement did not provide for this then the tenancy would continue until the agreement was ended.

## Site-only agreements

There are a number of issues that park operators should consider when making an agreement.

Some of these are:

Do you intend that a friend or relative may inherit the home and take up residence at the park?

- ∞ Do you intend that the tenant's friend or relative or a surviving tenant may seek to sell the home on-site and that the purchaser takes up residence at the park?
- ∞ Do you intend that the tenant's friend or relative or a surviving tenant may seek to sell the home on-site and that the purchaser takes up residence at the park?
- ∞ Do you intend that the tenant tow the home off-site for sale?

The park operator may provide terms in the agreement in relation to the death of a resident, which take into account the unique circumstances of the parties and to provide both parties with greater certainty.

## Compensation of a park operator

A park operator may claim compensation for losses incurred over and above the amount of the bond if there has been a breach of the agreement. This includes failing to comply with an order for possession of the premises or losses incurred as a result of the premises being abandoned.

## The park operator wants to end a tenancy

The following table outlines the circumstances in which a park operator wants to end a tenancy, the minimum notice period and whether compensation is payable.

<b><u>Situation causing tenancy to end</u></b>	<b><u>Minimum notice period to tenant to end a tenancy</u></b>	<b><u>Compensation payable by park operator to tenant</u></b>
The park operator does not specify a reason.	<p><b>Periodic site-only agreement:</b> ∞ <b>180 days</b> notice</p> <p><b>Periodic on-site home agreement:</b> ∞ <b>60 days</b> notice</p> <p><b>Fixed term agreement:</b> ∞ No minimum notice period – end date stated on the contract. ∞ It is suggested that about <b>30 days</b> before the tenancy is due to end, that the tenant and park operator discuss whether the tenancy will continue or end.</p>	<p><b>Periodic site-only agreement:</b> ∞ No</p> <p><b>Periodic on-site home agreement:</b> ∞ No</p> <p><b>Fixed term agreement:</b> ∞ Yes</p>
The tenant has not kept up to date with the rent.	<p><b>Periodic or fixed term agreement:</b> See the section of this booklet titled 'When things Go Wrong: Disputes and Resolution'</p>	<p><b>Periodic or fixed term agreement:</b> To be determined by the SAT</p>
The park operator has sold the park, subject to vacant possession.	<p><b>Periodic or fixed term site-only agreement:</b> ∞ <b>180 days</b> notice</p> <p><b>Periodic or fixed term on-site home agreement:</b> ∞ <b>60 days</b> notice</p>	<p><b>Periodic agreement:</b> ∞ No</p> <p><b>Fixed term agreement:</b> ∞ Yes</p>
The rented premises is uninhabitable or compulsorily acquired by law.	<p><b>Periodic or fixed term agreement:</b> ∞ <b>7 days</b> notice</p>	<p><b>Periodic agreement:</b> ∞ No</p> <p><b>Fixed term agreement:</b> ∞ Yes</p>
The tenant has significantly breached the agreement.	<p><b>Periodic or fixed term agreement:</b></p> <ul style="list-style-type: none"> <li>∞ Default notice</li> <li>∞ Termination Notice</li> <li>∞ SAT order if necessary</li> </ul>	<p><b>Periodic or fixed term agreement:</b> Possibly – determined by the parties</p>
The park operator and tenant mutually consent.	<p><b>Periodic or fixed term agreement:</b> As agreed between the park operator and a tenant.</p>	<p><b>Periodic or fixed term agreement:</b> Possibly – determined by the parties.</p>

<b><u>Situation causing tenancy to end</u></b>	<b><u>Minimum notice period to tenant to end a tenancy</u></b>	<b><u>Compensation payable by park operator to tenant</u></b>
The park operator applies to SAT for determination re hardship	<b><i>Periodic or fixed term agreement</i></b> <b>As determined by the SAT.</b>	<b><i>Periodic agreement</i></b> ∞ Possibly determined by the SAT <b>Fixed Term Agreement</b> ∞ Yes

## Evictions

**A tenant cannot be forced out of rented premises without an order from SAT. Any other method of eviction is unlawful under the Parks Act.**

If a tenant receives proper notice to end an agreement but refuses to leave, the owner/agent can seek an order from SAT to end the agreement and take possession of the premises. The order can be enforced with a warrant authorising a bailiff to evict a tenant.

If SAT makes an order that a tenant must leave and a tenant believes he/she is likely to suffer hardship as a result, a tenant could ask SAT for an order to be suspended for up to **30 days**.

In all circumstances, a park operator is not permitted to change locks, turn off the electricity, gas or water, or take any other action to force a tenant out of the park, unless authorised by an order of SAT. Penalties apply for this type of conduct.

## Compensation of a tenant

A tenant under a fixed term long-stay agreement is entitled to compensation if the park operator ends the agreement:

- ∞ because the park is being sold, subject to vacant possession;
- ∞ without giving a reason;
- ∞ because the park is uninhabitable or unusable; or
- ∞ because the park operator is suffering hardship.

## Site-only agreements

In considering the amount of compensation payable in relation to a site-only fixed term long-stay agreement, SAT may have regard to:

- ∞ the cost of moving a caravan or park home, including disconnecting utilities and other services;
- ∞ the cost of towing or otherwise moving the caravan or park home and possessions to another site or up to 600 km (whichever is the shorter distance);
- ∞ the cost of re-positioning the caravan or park home and connecting services; and
- ∞ the costs of establishing the new site, including landscaping.

## On-site home agreements

In considering the amount of compensation payable in relation to an on-site home fixed term long-stay agreement, the Tribunal may have regard to the cost of towing or otherwise moving the tenant's possessions to another site or up to 600 km (whichever is the shorter distance).

If the operator intends to redevelop or sell his park at a later date, the operator needs to consider carefully the length of any fixed term agreement. The operator is not required to pay compensation if a fixed term agreement ends, only if the operator seeks to end the fixed term tenancy early.

Once a fixed term agreement expires, it may be necessary to negotiate a new agreement, either fixed or periodic to comply with Section 7 of the Parks Act.

## Abandoned Goods

Abandoned goods are goods that are or were owned or controlled by a long-stay tenant and were left behind when the tenancy ended. Goods including a person's caravan, contents and attachments can be treated as abandoned if they remain on the premises for more than **2 days** after the day on which the long-stay agreement was terminated.

Keep a record of what is left behind. You may only remove, destroy or dispose of the goods if the goods are perishable foodstuffs or the cost of removal, storage and sale of the goods is more than the estimated value of the goods. Otherwise the goods must be stored for at least **60 days** and a Notice to former tenant about abandoned goods must be sent and a summary notice placed in a newspaper with West Australian wide circulation.

Copies of the Abandoned Goods Notice is available from the Consumer Protection Advice Line 1300 304054 (for the cost of a local call state wide) or can be downloaded from the DOCEP website: [www.docep.wa.gov.au](http://www.docep.wa.gov.au)

## If a tenant refuses to leave

If the tenant refuses to leave after the operator has served a Notice of Termination or following the expiration of an agreement you should take the following steps.

1. Apply to SAT on the grounds of the tenant's failure to give vacant possession.
2. If the SAT rules in the park operators favour they will issue an Order for Vacant Possession
3. SAT will notify the tenant
4. An authorised officer of the court will execute the order and recover vacant possession on behalf of the operator.

In all circumstances, a park operator is not permitted to change locks, turn off the electricity, gas or water, or take any other action to force a tenant out of the park, unless authorised by an order of the SAT. Penalties apply for this type of conduct.

## Definitions

**Park Operator**

The grantor of a right of occupancy under a residential park tenancy agreement.

**Tenant**

A person who rents a site or a re-locatable home and a site.

**Park Liaison Committee**

A committee of residents and management that aims to maintain and improve the lifestyle and wellbeing of park tenants.

**Bond**

Money paid by the tenant and held in trust by an independent third party as security against damage.

**Condition Report**

A report that outlines the contents and records the opinion of the condition of rented property.

**Fixed term on-site home agreement**

A long-stay tenancy agreement, usually between a park operator and a tenant, that allows a tenant to rent a site and a re-locatable home on a park for residential purposes for a set period of time.

**Fixed term site-only agreement**

A long-stay tenancy agreement, usually between a park operator and a tenant, that allows a tenant to rent a site on a park for residential purposes for a set period of time.

**Long-stay agreement**

An agreement between a park operator and a tenant, that allows a tenant to rent premises on a park that is subject to the provisions of the *Residential Parks (Long-stay Tenants) Act 2006*. An agreement Other than an agreement entered into for the purpose of -

- (a) for a fixed term of 3 months or longer; or
- (b) for a periodic tenancy that continues for 3 months or longer
- (c) conferring on an individual the right to occupy a site or other park premises in  
a residential park for a holiday
- (d) conferring on an employee or agent of a park operator the right to occupy a site or other park premises in the residential park during the term of the employment or agency



**Periodic on-site home agreement**

A long-stay tenancy agreement, usually between a park operator and a tenant, that allows a tenant to rent a site and a re-locatable home on a park for residential purposes for an unspecified period of time.

**Periodic long-stay tenancy agreement**

A long-stay tenancy agreement, usually between a park operator and a tenant, that allows a tenant to rent a site on a park for residential purposes for an unspecified period of time.

**Rent**

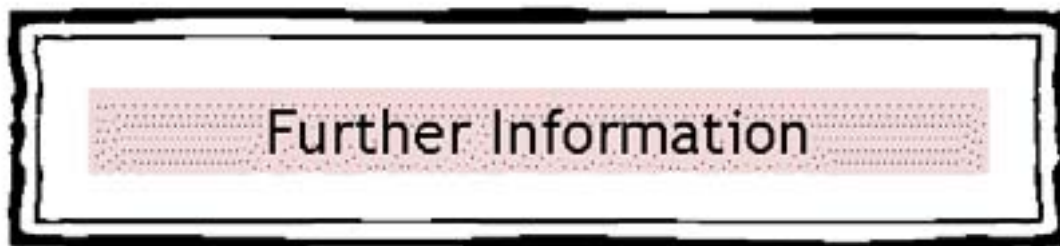
The money the tenant pays for the right to live in the premises.

**Sub-let**

A rental long-stay tenancy agreement where the tenant rents out all or a part of the premises to another person.

**Termination of tenancy**

The ending of a tenancy.



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**State Administrative Tribunal (SAT)**

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Toll Free: 1300 306 017

**Department of Local Government**

Ph: 9217 4666 or 1800 620 511

## Appendix A

### Checklist for Consideration when Completing a Long-stay Agreement

## Division 1

☐ **Introduction**

☐ **Notes to Tenants**

**Clause 1** – Terms used in this agreement – contains definitions of specific words used in the agreement, the operator would need to add any definitions where necessary for any terms added to the standard agreement.

☐ **Clause 2 – Park Operator/managing real estate agent details**

☐ **Clause 3 – Tenant/s details** – these can be expanded to include such terms as; Next of Kin - name, address & phone number etc

☐ **Clause 4 – Residential park and site details** – one of the requirements of the Regulations is to define the site area – an effective way to achieve this is to include a site plan of the park and the individual site as an attachment to the lease.

☐ **Clause 5 – Agreement commencement date**

## Division 2

☐ **Clause 6 – Rent** – remember the rent charged for a new tenant does not have to be the same as the rent paid by the existing tenants. Operators should conduct regular market reviews and apply these when deciding what rents new tenants will be charged.

☐ **Clause 7 – Rent payment day** – operators may find it is easier to have all tenants rent due on the same day of the week. ie. a Friday or Saturday. This can be achieved by charging a daily adjustment to bring the tenants rent into line.

This can also make it easier to track tenants who are behind in their rent.

☐ **Clause 8 – Method of rent payment**

☐ **Clause 9 – Location of rent payment** – where the rent must be paid i.e. park office or operators financial institution. The operator can include specific days if the park office is not manned every day.

☐ **Clause 10 – Rent in advance** – this can be no more than **2 weeks** in advance.

☐ **Clause 11 – Rent variance** – how the rent may be varied. Only one method may be used on a single review date, however different methods may be used on different review dates, provided in the case of a site only agreement the rent is reviewed not more than once every **12 months**. i.e. the operator may increase the rent by a set amount (5%) and conduct a market review every 3 years. There are 3 methods of determining rent variance CPI, percentage and market value.

☐ **Clause 12 – No accelerated rent and liquidated damages** – the agreement cannot contain terms that the tenant has to pay any damages or the rent until the end of the agreement for breaching the agreement, this can only be decided by SAT. The agreement cannot reduce rent or provide other incentives for tenants who do not breach the agreement.

☐ **Clause 13 – Security Bonds**

- ☐ **Clause 14 – Charges for additional residents** – this is where charges for visitors who stay with tenants, where permitted, are specified. The operator needs to include the method of increasing these fees at (4). If the operator fails to include this then the *visitor fee* can only be increased in the future by negotiation with the tenant.
- ☐ **Clause 15 – Fees and charges for services and utilities** – the only fees in this section that can be increased are fees incurred by operators from state instrumentality or agency i.e. Electricity, gas water etc. any other fees included here cannot be increased during the term of the agreement. If the operator provides an intermittent service (i.e. provides park staff to clean gutters etc) and recovers the cost, then they should not be included in this agreement. It should only be used to include regular fees tenants are required to pay.
- ☐ **Clause 16 – Rates, taxes and charges payable by park operator** – this clause can be excluded and the costs be charged proportionally to tenants, only on a cost recovery basis.

### Division 3

- ☐ **Table of fees and charges for services and utilities.** Include electricity, gas, water etc if applicable.

### Division 4 – General terms

- ☐ **Clause 17 – Children** – it is illegal to restrict children from living on the park, unless the park or an area of the park is a *lifestyle village* and the same term is in all long-stay agreements.
- ☐ **Clause 18 – Keeping of Pets** – if pets are permitted specify the type and number of pets permitted. Conditions for keeping pets on the park can be included in either Division 5 Special Terms or the park rules.
- ☐ **Clause 19 – Shared premises** – include all common buildings, i.e. recreation room, pool tennis court etc, including restrictions to access, hours of operation Mixed use parks need to be specific at this point as the common facilities may be used by tourists as well as long-stay tenants. Not being specific may find tourists being restricted by tenants activities.
- ☐ **Clause 20 – Vacant possession** – this clause may be excluded or modified.
- ☐ **Clause 21 – No legal impediment to occupation of tenanted premises** – this clause may be excluded
- ☐ **Clause 22 – Responsibility for cleanliness** – this may be excluded or modified, but may not be in the best interests of the operator to do so as the tenant would no longer be responsible for keeping his site clean, it would become the operators responsibility.
- ☐ **Clause 23 – Responsibility for damage** – This may be excluded or modified but may not be in the operator's best interest to do so.
- ☐ **Clause 24 – Park operator's responsibility for cleanliness and repairs** – this clause may be excluded or modified.

- ☐ **Clause 25 – Compensation where tenant sees to repairs** – this clause may be excluded or modified and in some cases it may be in the operator’s best interest to do so
  - ☐ **Clause 26 – Tenant’s conduct on premises** – This may be excluded or modified but may not be in the operator’s best interest to do so.
  - ☐ **Clause 27 – Quiet enjoyment** – Operator must take all reasonable steps to protect every tenant’s right to quiet enjoyment, comfort or privacy.
  - ☐ **Clause 28 – Locks** – This clause may be excluded or modified and it may be in the operator’s interest to do so.
- Note** - the operator is not permitted under the Act to restrict the tenant’s access via security gates, doors, locks etc if the tenant is in default of rent or in breach of the agreement
- ☐ **Clause 29 – Park operators right of entry** – this may be excluded or modified and may be in the operator’s interest to do so.
  - ☐ **Clause 30 – Tenant’s right to remove fixtures or alter premises** – this clause may be excluded or modified to suit the operator’s best interests.
  - ☐ **Clause 31 – Selling a Relocatable home** – the operator may allow or deny. If the operator allows on-site selling he cannot **unreasonably** restrict the sale of the home. The tenant is not required to nominate the **park operator** as the selling agent in relation to the sale of the relocatable home. This means the operator of the park cannot nominate **himself** to be the sole selling agent for onsite sales on his park. If the park operator is unsure of his ability to control who becomes a tenant on his park then the operator should not permit relocatable homes to be sold on site. The tenant would then be required to remove the home or negotiate with the operator at the time of sale.
  - ☐ **Clause 32 – Provision for assigning or sub-letting the premises** – the operator may allow or deny. It is generally in the best interest of the operator and other tenants to deny a tenant the opportunity to assign their agreements or sub-let.
  - ☐ **Clause 33 – Tenant’s vicarious responsibility for breach of agreement** – this may be excluded or modified but may not be in the operator’s best interest to do so.
  - ☐ **Clause 34 – Repositioning of the relocatable home** – it may be in the operator’s interest to reserve this right if he is not sure of the future use of individual sites. However the operator would have to pay all relocation expenses. It would be more sensible to enter into a fixed term agreement on a yearly basis.
  - ☐ **Clause 35 – Notice of Termination** – this is primarily for use when the operator wants to terminate the agreement before the agreed term. However operators may find it easier to insert the date the agreement will end.
  - ☐ **Clause 36 – No unilateral variation of agreement** – once the agreement is accepted and signed by both parties then neither can change the terms of the agreement (except for Clause 34) unless it is by mutual consent. The operator should ensure the terms and conditions are suitable to the operation of the park before the agreement is offered to a prospective tenant.
  - ☐ **Clause 37 – Park Rules**

## Division 5 – Special terms

- ☐ This section is where the operator includes any extra term and conditions applicable to the long stay agreement. **Note** these terms cannot conflict with the Act or Regulations. Some of these terms cover;
  - ∞ Death of tenant
  - ∞ Destruction of the home
  - ∞ Dividing fences
  - ∞ Bikes, skateboards
  - ∞ Vehicles
  - ∞ Parking
  - ∞ Pests
  - ∞ Insurances
  - ∞ Children's conduct
  - ∞ Recycling

Note: Please be mindful of the requirements under the *Caravan Parks and Camping Grounds Act 1995* and *Caravan Parks and Camping Grounds Regulations 1997*.

## Division 6 – Condition report

- ☐ The park operator is required to complete the appropriate condition report and give **2 copies** to the tenant. An extra copy should be retained by the operator and when the tenant returns his signed copy they should be attached to the agreement. Operators may find it beneficial to supply a photo of the site as well.

## Division 7 – Park rules

- ☐ The park rules should be included here.

## Division 8 – Information Sheet

- ☐ The operator should include the information sheet prescribed under regulation 9 (1)(b) and the relevant schedule of the regulations.

**Note** the regulations provide; *a person commits an offence if, in a report under this regulation, the person provides information the person knows, or ought to know, is false or misleading.* (\$5,000 penalty)

## Division 9 – Acceptance

- ☐ The section where the tenant and operator sign the agreement.

## **Division 10 - Tenant's checklist**

- ☐ The operator should be aware while there are a number of clauses that are negotiable the operator is not obliged to meet all, the prospective tenant's requests or demands. Ultimately the process is about finding tenants who are prepared to build/live a lifestyle in harmony with other tenants on the park, rather than the park adjusting to suit a single tenant's idea of how the park should operate.



## Appendix B

### Application for Long-stay Tenancy

#### Example Form

*Park Operators will need the information obtained on this form to complete a Tenancy Agreement and check a prospective tenants referees.*

## APPLICATION FOR LONG-STAY TENANCY - EXAMPLE

<b>Surname:</b>		
<b>First Name:</b>		
<b>Maiden Name:</b>		
<b>Phone (H):</b>	<b>Phone (W):</b>	<b>Mobile:</b>
<b>Email Address:</b>		
<b>Drivers Licence No:</b>	<b>Expiry Date:</b>	<b>Sighted: YES / NO</b>
<b>Vehicle Registration No:</b>		<b>State:</b>
<b>Dependants Names:</b>		<b>Age:</b>
<b>Next of Kin / Emergency Contact:</b>		<b>Relationship:</b>
<b>Address:</b>		<b>Phone:</b>
<b>Residential History: (last 5 years)</b>		
<b>Address:</b>		<b>Months at:</b>
<b>Employment History:</b>		
<b>Occupation:</b>		
<b>Employer:</b>	<b>Phone:</b>	<b>Duration:</b>
<b>References:</b>		
<b>Name:</b>	<b>Address:</b>	<b>Phone:</b>

### Other Relevant Information

I declare that the above information is true.

I have received a copy of the Permanent Residents Policy and I understand that failure to comply with this policy will be considered a Breach of the Tenancy Agreement.

I am applying for tenancy of the premises..... for a period of ..... months from .....

Security Bond of 4 weeks rent must be paid prior to occupancy and will be lodged with the **Bond Administrator** at Department of Consumer and Employment Protection, DOCEP, 219 St Georges Terrace Perth WA 6850.

2 weeks rental must be paid in advance and ..... thereafter.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Yes/No

Signed: \_\_\_\_\_  
Park Manager

## Appendix C

### Forms

- ∞ Default Notice – Non-payment of Rent
- ∞ Default Notice – Reasons other than Non-payment of Rent
- ∞ Notice of Termination – For Non-payment of Rent (Default Notice Issued)
- ∞ Notice of Termination – Non-payment of Rent (No Default Notice Issued)
- ∞ Notice of Termination – Reasons Other than Non-Payment of Rent
- ∞ Notice of Termination by Park Operator – Sale of Park
- ∞ Notice of Termination by Park Operator – Termination without Grounds
- ∞ Notice of Termination by Tenant – Termination without Grounds
- ∞ Notice of Termination – Agreement Frustrated
- ∞ Notice to Former Tenant about Abandoned Goods

Forms can be downloaded from the DOCEP website  
[www.docep.wa.gov.au](http://www.docep.wa.gov.au)

# Default notice - Non-Payment of Rent

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement.
<b>Note to park operator / managing real estate agent</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p>
<b>Note to tenant</b>	<p>If you receive this notice you should check whether you are in arrears in rent payments. If rent is not outstanding, you should provide proof of the payment of that rent to the park operator.</p> <p>If rent is outstanding, it must be paid by the date specified in this notice otherwise the park operator may give you a notice of termination.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Details of rent arrears</b>	<p>Date rent was due: ...../...../..... (DD/MM/YYYY)</p> <p>Amount of rent due: .....</p> <p>If rent is owed for multiple periods, specify those periods below: .....</p>

<b>Key dates</b>	<p>When rent must be paid by: ...../...../..... (DD/MM/YYYY)</p> <p>Note 1: If the tenant does not pay the rent by the above date, the park operator / managing real estate agent may give to the tenant a notice of termination.</p> <p>Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(a), the above date must be at least 14 days after the day on which this notice is given to the tenant.</p> <p>Date of this notice: ...../...../.....</p>
<b>Park operator / managing real estate agent signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

# Default notice - Reasons other than Non-Payment of Rent

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	A park operator / managing real estate agent may issue this notice if a tenant has breached a term of a long-stay agreement (except a term for the payment of rent).
<b>Note to park operator / managing real estate agent</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p>
<b>Note to tenant</b>	<p>If you receive this notice you should check whether you have in fact breached the agreement.</p> <p>If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.</p> <p>If you have breached the agreement, you must remedy that breach by the date specified in this notice otherwise the park operator may give you a notice of termination.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Breach details</b>	<p>Date of breach of agreement: ...../...../..... (DD/MM/YYYY)</p> <p>Nature of breach (Provide short description, specifying what condition of the agreement has been breached. Attach additional pages if required.) .....</p> <p>How the breach may be remedied: .....</p>
<b>Key dates</b>	<p>When breach must be remedied by: ...../...../..... (DD/MM/YYYY)</p> <p>Note 1: If the tenant does not remedy the breach by the above date, the park operator / managing real estate agent may give to the tenant a notice of termination.</p> <p>Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 40(3), the above date must be at least 14 days after the day on which this notice is given to the tenant.</p> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Park operator / managing real estate agent signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

# Notice of termination For non-payment of rent (default notice issued)

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	<p>A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach.</p> <p>This notice can require vacant possession of the agreed premises before the last day of —</p> <ul style="list-style-type: none"> <li>∞ the term of a fixed term tenancy; or</li> <li>∞ a period of a periodic tenancy,</li> </ul> <p>as the case may be.</p>
<b>Note to park operator / managing real estate agent</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p>
<b>Note to tenant</b>	<p>If you receive this notice you should check whether you have in fact breached the agreement.</p> <p>If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.</p> <p>If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Breach details</b>	<p>Date rent was due: ...../...../..... (DD/MM/YYYY)</p> <p>Amount of rent due: .....</p> <p>(Attach additional pages if rent is owed for multiple periods.)</p>
<b>Key dates</b>	<p>Date of default notice: ...../...../..... (DD/MM/YYYY)</p> <p>Note 1: This notice is of no effect unless a default notice has previously been given to the tenant requiring payment by a date specified in the default notice.</p> <p>Vacant possession required by: ...../...../..... (DD/MM/YYYY)</p> <p>Note 2: The tenant will still be liable for any outstanding rent, charges and fees after vacant possession is given.</p> <p>Note 3: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(b), the above date must be at least 7 days after the day specified in the default notice as the day by which the rent was required to be paid.</p> <p>Note 4: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(c), if the park operator makes an application to the State Administrative Tribunal under section 66 of that Act in relation to this notice, the application may be heard and determined even if the rent is paid in full before the time set down for hearing the application.</p> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Park operator / managing real estate agent signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

# Notice of termination - Non-payment of rent (no default notice issued)

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	<p>A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has NOT given a default notice to the tenant in relation to that breach.</p> <p>This notice can require vacant possession of the agreed premises before the last day of —</p> <ul style="list-style-type: none"> <li>∞ the term of a fixed term tenancy; or</li> <li>∞ a period of a periodic tenancy,</li> </ul> <p>as the case may be.</p>
<b>Note to park operator / managing real estate agent</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p>
<b>Note to tenant</b>	<p>If you receive this notice you should check whether you are in arrears in rent payments.</p> <p>If rent is not outstanding, you should provide proof of the payment of that rent to the park operator.</p> <p>If rent is outstanding and the park operator has made an application to the State Administrative Tribunal under section 66 of the Act, you must pay that rent and the amount of the filing fee for the application more than 24 hours before the time set down for hearing the application otherwise the State Administrative Tribunal may hear that application and order you to vacate the premises.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb .....State..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb .....State..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Breach details</b>	<p>Date rent was due: ...../...../..... (DD/MM/YYYY)</p> <p>Amount of rent due: .....</p> <p>(Attach additional pages if rent is owed for multiple periods.)</p>
<b>Key dates</b>	<p>Vacant possession required by: ...../...../..... (DD/MM/YYYY)</p> <p>Note 1: The tenant will still be liable for any outstanding rent, charges and fees after vacant possession is given.</p> <p>Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(b), the above date must be at least 7 days after the day on which this notice is given to the tenant.</p> <p>Note 3: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(5)(b), if the park operator makes an application to the State Administrative Tribunal under section 66 of that Act in relation to this notice, the park operator must withdraw the application if the rent and the amount of the filing fee for the application are both paid in full more than 24 hours before the time set down for hearing the application.</p> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Park operator / managing real estate agent signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>



# Notice of termination- reasons other than non-payment of rent

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	<p>A park operator / managing real estate agent may issue this notice if a tenant has breached a term of a long-stay agreement (except a term for the payment of rent) AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach.</p> <p>This notice can require vacant possession of the agreed premises before the last day of —</p> <ul style="list-style-type: none"> <li>∞ the term of a fixed term tenancy; or</li> <li>∞ a period of a periodic tenancy,</li> </ul> <p>as the case may be.</p>
<b>Note to park operator / managing real estate agent</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p>
<b>Note to tenant</b>	<p>If you receive this notice you should check whether you have in fact breached the agreement.</p> <p>If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.</p> <p>If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb .....State..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb .....State..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address</p> <p>.....</p> <p>Site location (e.g. site number or other description)</p> <p>.....</p>
<b>Breach details</b>	<p>Date of breach of agreement: ...../...../..... (DD/MM/YYYY)</p> <p>Nature of breach (Provide short description, specifying what condition of the agreement has been breached. Attach additional pages if required.)</p> <p>.....</p> <p>.....</p>
<b>Key dates</b>	<p>Date of default notice: ...../...../..... (DD/MM/YYYY)</p> <p>Note 1: This notice is of no effect unless a default notice has previously been given to the tenant requiring payment by a date specified in the default notice.</p> <p>Vacant possession required by: ...../...../..... (DD/MM/YYYY)</p> <p>Note 2: The tenant will still be liable for any outstanding rent, charges and fees after vacant possession is given.</p> <p>Note 3: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 40(6), the above date must be at least 7 days after the day on which this notice is given to the tenant.</p> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Park operator / managing real estate agent signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

# Notice of termination by park operator - sale of park

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	<p>A park operator / managing real estate agent may issue this notice if the park operator has entered into a contract for the sale of park premises and is required under the contract to give vacant possession of the agreed premises.</p> <p>This notice can require vacant possession of the agreed premises before the last day of —</p> <ul style="list-style-type: none"> <li>∞ the term of a fixed term tenancy; or</li> <li>∞ a period of a periodic tenancy,</li> </ul> <p>as the case may be. The tenant will be entitled to compensation for loss incurred as a result of the termination of the agreement.</p>
<b>Note to park operator / managing real estate agent</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p>
<b>Note to tenant</b>	<p>If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Intention to terminate agreement</b>	<p>The park operator has entered into a contract for the sale of park premises and is required under the contract to give vacant possession of the agreed premises.</p> <p>Accordingly the park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 41.</p> <p><b>Note:</b> It is an offence for a park operator to knowingly give a notice of termination that falsely claims or falsely implies that grounds exist for terminating the agreement under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 41.</p>
<b>Key dates</b>	<p>Vacant possession required by: ...../...../..... (DD/MM/YYYY)</p> <p><b>Note:</b> Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 41(3), the above date must be —</p> <ul style="list-style-type: none"> <li>(a) for an on-site home agreement — at least 60 days after the day on which the notice is given; and</li> <li>(b) for a site-only agreement — at least 180 days after the day on which the notice is given.</li> </ul> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Park operator / managing real estate agent signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

# Notice of termination by park operator - termination without grounds

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	<p>A park operator / managing real estate agent may issue this notice if the park operator wishes to terminate an agreement without grounds.</p> <p>This notice can require vacant possession of the agreed premises before the last day of a period of a periodic tenancy.</p> <p>This notice cannot require vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.</p>
<b>Note to park operator / managing real estate agent</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p>
<b>Note to tenant</b>	<p>If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Intention to terminate agreement</b>	<p>The park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 42.</p>
<b>Key dates</b>	<p>Vacant possession required by: ...../...../..... (DD/MM/YYYY)</p> <p>Note 1: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 42(3), the above date must be —</p> <ul style="list-style-type: none"> <li>(a) for an on-site home agreement — at least 60 days after the day on which the notice is given; and</li> <li>(b) for a site-only agreement — at least 180 days after the day on which the notice is given; and</li> <li>(c) in any case, if the agreement is for a fixed term, not before the end of the fixed term.</li> </ul> <p>Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 42(5), unless the State Administrative Tribunal otherwise orders under section 74 of that Act, this notice is of no effect if —</p> <ul style="list-style-type: none"> <li>(a) an application for an order under section 63(1) of that Act fixing the maximum rent for the agreed premises has been made but has not been heard and determined; or</li> <li>(b) an order under section 63(3) of that Act is in force in respect of the agreed premises.</li> </ul> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Park operator / managing real estate agent signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

## Notice of termination by tenant - termination without grounds

### *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	<p>A tenant may issue this notice if the tenant wishes to terminate an agreement without grounds.</p> <p>This notice can specify that the tenant will give vacant possession of the agreed premises before the last day of a period of a periodic tenancy.</p> <p>This notice cannot specify that the tenant will give vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.</p>
<b>Note to tenant</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Park operator / managing real estate agent details</b>	<p>Name.....</p> <p>...</p> <p>Address .....</p> <p>Suburb .....State..... Postcode .....</p>
<b>Tenant/s details</b>	<p>Name.....</p> <p>.</p> <p>Address.....</p> <p>...</p> <p>Suburb .....State..... Postcode.....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Intention to terminate agreement</b>	<p>The tenant intends to terminate the long-stay agreement with the park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 44.</p>
<b>Key dates</b>	<p>Vacant possession required by: ...../...../..... (DD/MM/YYYY)</p> <p>Note: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 44(3), the above date must be —</p> <p style="margin-left: 40px;">(a) at least 21 days after the day on which this notice is given to the park operator; and</p> <p style="margin-left: 40px;">(b) if the long-stay agreement is for a fixed term — not before the end of the fixed term.</p> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Tenant signature</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

# Notice of termination - Agreement frustrated

## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Purpose of this notice</b>	<p><b>A park operator / managing real estate agent OR a tenant</b> may issue this notice if agreed premises or shared premises meet the description set out in the item "Reason for notice" below.</p> <p>This notice can require vacant possession of the agreed premises before the last day of the term of —</p> <ul style="list-style-type: none"> <li>∞ a fixed term tenancy; or</li> <li>∞ a period of a periodic tenancy,</li> </ul> <p>as the case may be, and the rent will be abated appropriately.</p>
<b>Note to person issuing notice</b>	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the other party and make every effort to ensure the notice is securely delivered and received by that party.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Note to tenant</b>	<p>If you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.</p> <p>If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.</p>
<b>Intention to terminate agreement</b>	<p>The park operator / tenant intends to terminate the long-stay agreement with the tenant / park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 45 because the agreed premises or shared premises have —</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> become uninhabitable or unusable for the intended purpose otherwise than as a result of a breach of the long-stay agreement; or</li> <li><input type="checkbox"/> ceased to be lawfully usable for the intended purpose; or</li> <li><input type="checkbox"/> been compulsorily acquired by an authority under a written law.</li> </ul> <p>(Please tick.)</p>
<b>Person issuing notice</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Person receiving notice</b>	<p>Name .....</p> <p>Address .....</p> <p>Suburb ..... State ..... Postcode .....</p>
<b>Residential park and site details</b>	<p>Park name and address .....</p> <p>Site location (e.g. site number or other description) .....</p>
<b>Key dates</b>	<p>Vacant possession required by: ...../...../..... (DD/MM/YYYY)</p> <p>Note 1: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 45(5), if the park operator gives this notice to the tenant, the above date must be at least 7 days after the day on which the notice is given.</p> <p>Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 45(6), if the tenant gives this notice to the park operator, the above date must be at least 2 days after the day on which the notice is given.</p> <p>Date of this notice: ...../...../..... (DD/MM/YYYY)</p>
<b>Signature of person issuing notice</b>	<p>Signature .....</p> <p>Name (please print) .....</p> <p>Date signed: ...../...../..... (DD/MM/YYYY)</p>

# Notice to former tenant about abandoned goods

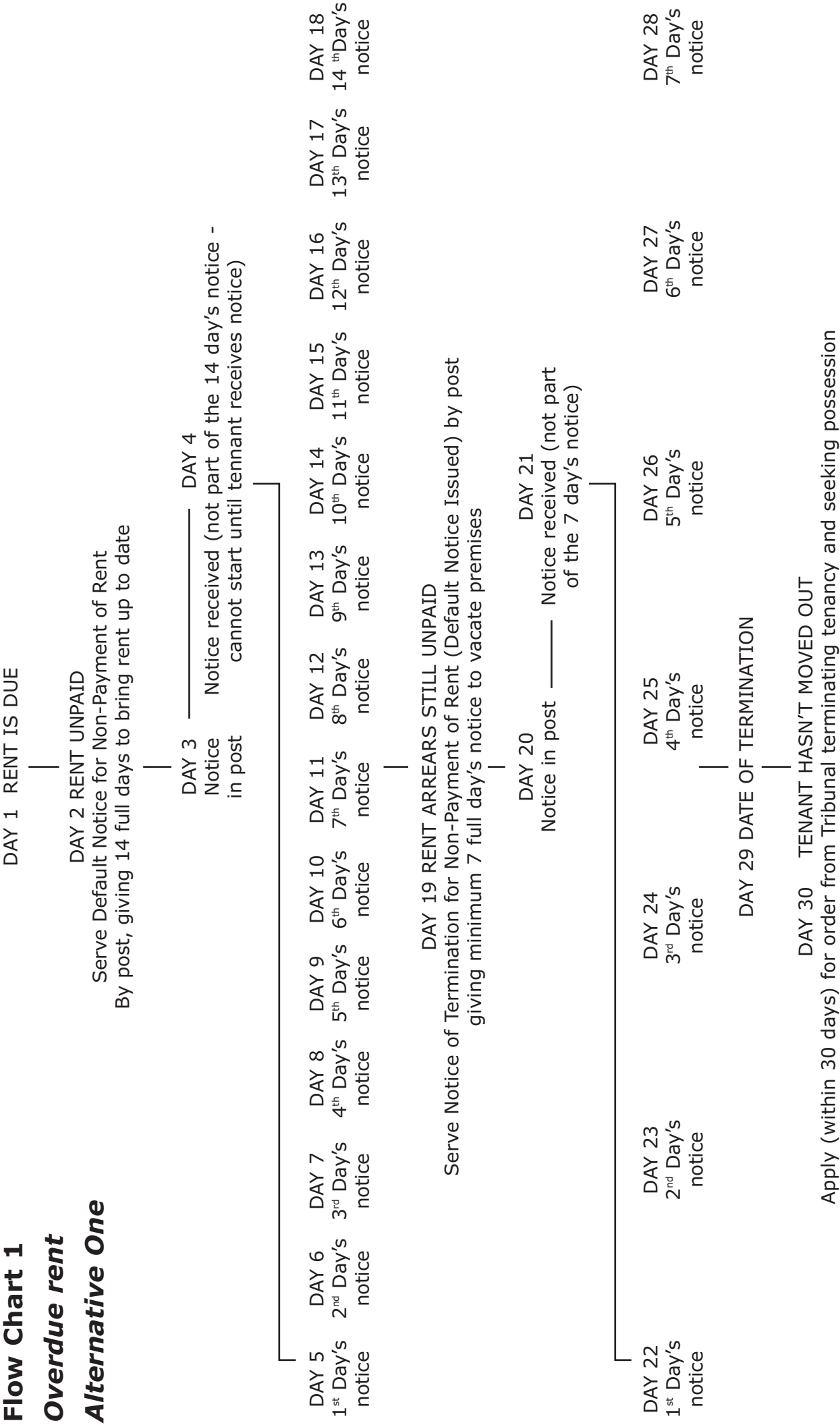
## *Residential Parks (Long-stay Tenants) Act 2006*

<b>Park operator / managing real estate agent details</b>	Name..... Address ..... Suburb ..... State ..... Postcode .....
<b>Tenant/s details</b>	Name..... Address..... Suburb ..... State ..... Postcode.....
<b>Details of terminated agreement</b>	The long-stay agreement between the park operator and former tenant in relation to the following premises: Park name and address ..... Site location (e.g. site number or other description) ..... and was terminated on .....
<b>Goods left on premises</b>	The tenant left the following goods on the above premises: ..... ..... .....
<b>Date goods stored</b>	These goods were put into storage by the park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(3) on: <div style="text-align: right;">...../...../..... (DD/MM/YYYY)</div> Note 1:     The <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(4) requires the park operator <b>within 7 days after the</b> above date to — (a)    send this notice to the former tenant; and (b)    publish a summary of this notice in a newspaper circulating generally throughout Western Australia. Note 2:     Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(2), the park operator need not store but may remove and destroy or otherwise dispose of abandoned goods if — (a)    the goods are perishable foodstuffs; or (b)    the cost of the removal, storage and sale of the goods is or is likely to be more than the estimated value of the goods.
<b>Reclaiming the goods</b>	Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 49, a person who has a legal right to the goods may reclaim them upon paying to the park operator an amount equal to the costs reasonably incurred by the park operator in removing the goods from the agreed premises and storing them.
<b>Date goods must be reclaimed by</b>	Goods required to be reclaimed by:     ...../...../..... (DD/MM/YYYY) Note:       Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(5), the above date must be at least 60 days after the day on which the goods were stored.
<b>If the goods are not reclaimed</b>	If the goods are not reclaimed by the date specified above — (a)    under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(5), the park operator must as soon as practicable arrange for the goods to be sold at public auction; and (b)    under <i>the Residential Parks (Long-stay Tenants) Act 2006</i> section 52, the park operator is entitled to retain out of the proceeds of the sale an amount equal to the sum of — (i)    the reasonable costs of removing, storing and selling the goods; and (ii)   any amount owed to the park operator by the long-stay tenant under the long stay agreement. Note 3:     Under section 77(1) of the Act, if an amount of money is paid into the Rental Accommodation Fund from the proceeds of the sale of abandoned goods, a person who had a legal right to the goods before they were sold may apply to the State Administrative Tribunal for the amount to be paid to him or her.
<b>Park operator / managing real estate agent signature</b>	Signature ..... Name (please print) ..... Date signed:                             ...../...../..... (DD/MM/YYYY)

## Appendix D

# Flow Charts: Overdue Rent Alternatives

**Flow Chart 1**  
**Overdue rent**  
**Alternative One**



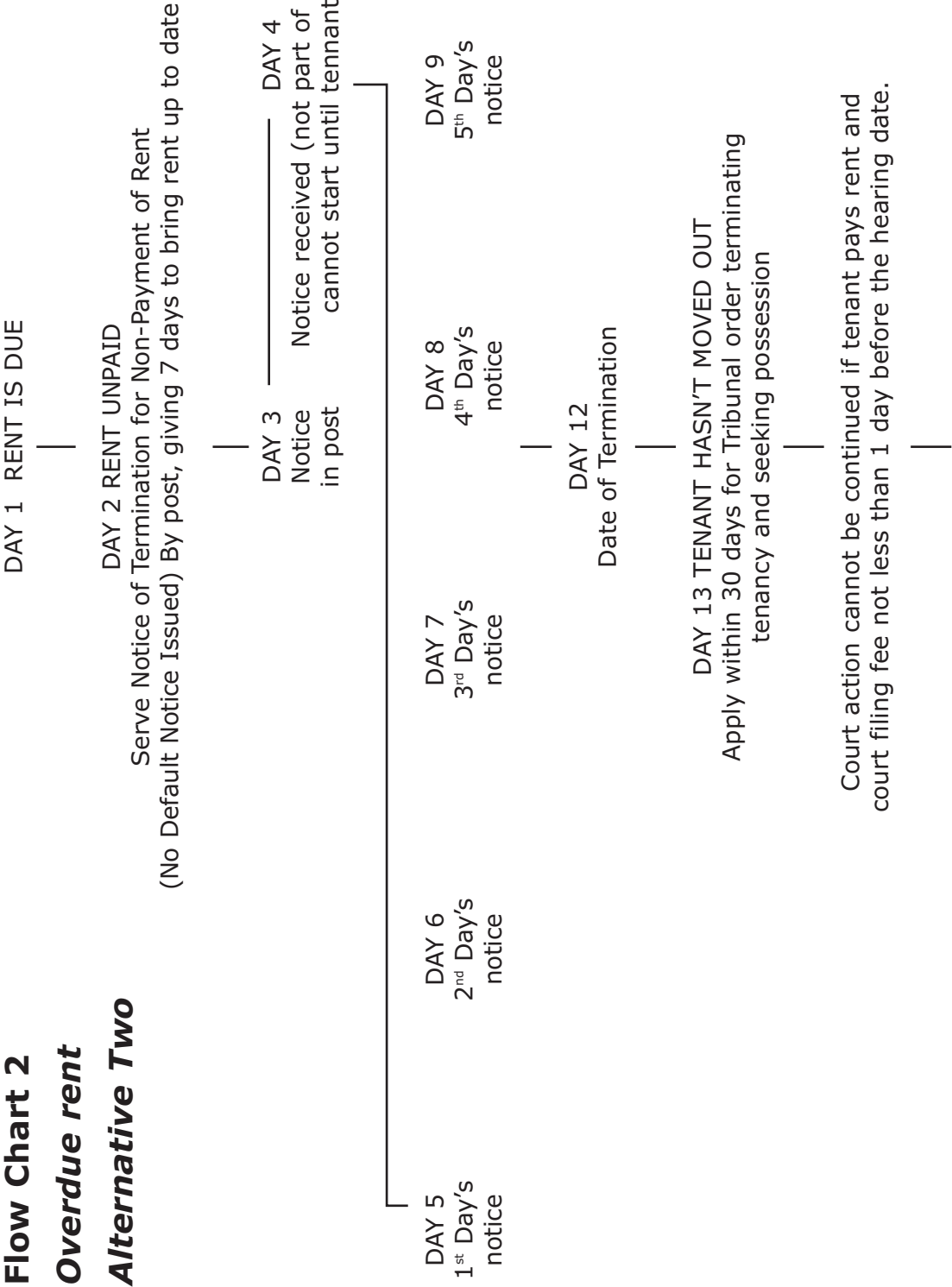
*Note: Days 3,4,20 and 21 are eliminated if the notice is served personally on tenants or occupants.*



Flow Chart 2

Overdue rent

Alternative Two



Hearing date cannot be earlier than 21 days after the day the Notice of Termination for Non-Payment of Rent (No Default Notice Issued) was given to the tenant.

Note: Days 3, 4 are eliminated if the notice is served personally on tenants or occupants.