

# Residential Parks

A best practice guide for park owners



This guide has been developed to help residential park owners understand their rights and obligations.

# Contents

|                                   | Page |
|-----------------------------------|------|
| What is a residential park?       | 3    |
| Park owner responsibilities       | 4    |
| Responsibilities of residents     | 5    |
| Bond, rent and charges            | 6    |
| Documents you must provide        | 8    |
| Agreements                        | 10   |
| Site agreements                   | 11   |
| Tenancy agreements                | 13   |
| Park rules                        | 15   |
| Dwellings                         | 16   |
| Owner entering a site or property | 17   |
| Residents committee               | 19   |
| Repairs and maintenance           | 20   |
| Residents leaving the park        | 21   |
| Resolving issues                  | 27   |
| Contacts                          | 28   |

*The information provided in this guide is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate legislation.*

# What is a residential park?

A residential park offers sites, or sites with dwellings, for people to rent as their principal place of residence. The dwelling may range from a manufactured home through to a moveable dwelling such as a caravan.

South Australian residential parks include:

- mixed-use caravan parks – which may offer both long and short term accommodation in a mixture of manufactured or transportable homes, caravan sites, tents and holiday cabins.
- dedicated residential parks – which are often purpose built, only offering manufactured or transportable homes used for residential living.

Residents may rent:

- only a site, and provide their own dwelling; or
- both a site and a dwelling.

The rental of a site includes the use of common areas, including laundry, bathroom and toilet facilities.

The *Residential Parks Act 2007* (Act) and Residential Parks Regulations 2007 (regulations) regulate residential park living, and should be referred to for more detailed information. The Act does not cover holiday accommodation agreements.

Residential park owners (also called park operators) have certain obligations that they owe to their residents. This guide covers your main obligations under the Act, as well as the key responsibilities of park residents.

A register of residential parks in South Australia is available on the Consumer and Business Services website: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au). Park owners must provide their details and update them if they change.

# Park owner responsibilities

Your responsibilities as a park owner include:

- having written agreements with your residents
- providing residents with certain documents, as outlined on page 8
- providing the rented property and all common areas in a clean and reasonable state
- allowing residents to live in peace, comfort and privacy
- organising regular rubbish collection
- maintaining and repairing the rented property and common areas
- maintaining trees so they aren't a risk to the safety of residents or their property
- providing and maintaining locks and other security devices to make sure the property is reasonably secure
- providing residents with 24 hour access to the park and rented property, including providing a copy of a key, opening device or information needed to access the park
- giving receipts and maintaining proper records for money received from residents
- lodging bonds with Consumer and Business Services (CBS) within seven days of receipt
- providing a place in the park, if reasonably possible, for residents committee meetings
- consulting with the residents committee before changing the park rules or reviewing the safety evacuation plan for the park.

# Responsibilities of residents

## Residents must:

- pay the rent on time
- obey the park rules
- keep the rented property reasonably clean
- tell the park owner of damage to the rented property and common areas
- tell the park owner when repairs to the rented property are needed
- return any keys or devices at the end of the agreement – e.g. access cards – and provide a forwarding address if requested.

## Residents must not:

- give the park owner false information about their identity or where they work
- cause or allow damage to the rented property
- attach fixtures, or make alterations without the park owner's written consent
- remove, alter or add a lock or security device without the park owner's consent
- use or allow the rented property to be used for any illegal purpose
- interfere with the reasonable peace, comfort or privacy of other people in the park
- alter or add to the exterior of a dwelling located on the site without the park owner's consent
- add a permanent structure to the site without the park owner's written consent.

## Visitors

Residents are responsible for the behaviour of their visitors to the park - where the visitor has been invited or is there with the resident's consent.

# Bond, rent and charges

## Bond

You cannot ask residents to pay more than the equivalent of four weeks' rent as a bond.

You must give the resident a receipt for bond paid within 48 hours, and you must lodge the bond with CBS within seven days of receiving it.

### Bond guarantees

Housing SA offers bond guarantees to approved residents. The guarantee provides the same security for park owners. Bond guarantees are not valid until they have been lodged with CBS and have a lodgement number. Housing SA will cancel a bond guarantee if it is not lodged with CBS by the 'lodge by' date on the front of the form.

## Rent

### Rent receipts

You must give the resident a receipt for each rent payment, unless they pay rent into an account kept by the owner.

This receipt must state:

- name and address of the resident
- date the rent was received
- amount paid
- rent period to which the payment relates.

### Rent increases

You may increase the rent if the agreement states that there can be a rent increase.

You cannot increase the rent:

- During the first 12 months of an agreement
- Until at least 12 months has passed since the last rent increase.

You must give 60 days' written notice to the resident (unless the agreement otherwise sets out the increases and the relevant dates).

For full details about rent increases, please refer to section 21 of the Act.

## Temporary rent decreases

If a resident is experiencing financial difficulties, you could agree to reduce their rent on a temporary basis.

It is best to put this arrangement in writing so it is clear what the lower rent amount will be, and the date that the rent will go back to the original amount.

## Services and utilities

If the site is individually metered for things such as electricity and water, you can include them as separate charges in an agreement.

If there is no individual meter for a rented property, these charges can be included in the rent charge.

Residents can ask for details of separately charged services. The information that should be provided includes:

- the amount the resident has used
- the dollar amount of the charges (and how that amount was calculated)
- the period of time that the charges relate to, and
- if being charged for any other related matters, itemising those matters and specifying the amount of the change in relation to each item.

Residents are not required to pay for services if you do not give them this information.

If you provide bottled gas to a resident, they are responsible for filling the gas bottle as needed and paying for the gas they use.

## Overnight visitors

You can include a condition in a residential park agreement that a fee will be charged for overnight visitors to the park. This should be clearly stated in the agreement or in the park rules.

## Things you can't charge for

You can't ask for money from a resident for:

- the key, opening device or information needed for 24 hour access to the park
- renewing or extending a residential park agreement.

# Documents you must provide

You must provide certain documents to residents at different times. These forms and notices are available from the 'residential parks' section at [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters).

The information you provide in documents must not be false or misleading. Residents must be able to rely upon the information you provide to them.

## Before an agreement is signed or reviewed

Before a resident signs an agreement, or a site agreement is reviewed, you must provide them with the following written documents:

|   | <b>Site agreement</b><br>(The resident rents a site only) | <b>Tenancy agreement</b><br>(Both a site and dwelling are rented) |
|---|---|---|
| Information notice outlining their rights and responsibilities under the agreement  | ✓   | ✓   |
| Copy of the park rules  | ✓   | ✓   |
| Detailed disclosure statement   | ✓   | ✗   |
| Site condition report   | ✓   | ✗   |
| Information about fees that may be charged in addition to rent  | ✓   | ✓   |
| Information about whether a resident will be entitled to any payments (other than a bond) when they leave the site, and how the amount will be determined | ✓   | ✓   |
| Your details or who to contact if emergency repairs are required  | ✓   | ✓   |
| Information about the resident's right to sell or relocate a dwelling on the site   | ✓   | ✗   |

### IMPORTANT NOTE

For a site agreement, all of the above documents must be provided to a prospective resident at least 14 days before an agreement is signed, unless the agreement is for 90 days or less and the resident signs a waiver confirming it is the resident's own choice to sign up sooner.

It is also recommended that you provide the resident with a copy of the booklet for park residents, prepared by Consumer and Business Services (CBS).

## After an agreement is signed

Once a written agreement has been signed, you must provide the resident with the following:

- A copy of the agreement, which must include a copy of the park rules. Site agreements must also include a date for when the agreement will be reviewed.
- Instructions on how to use any appliance or device as part of the rented property or common areas.

CBS has developed a checklist which you may choose to complete with the resident, to ensure that all of the required documents are given to the resident.

There must be a safety evacuation plan for your park. You can either provide a copy to residents or make the plan available for them to view. The evacuation plan must be reviewed at least once a year in consultation with the residents committee.

## Forms

There are certain Consumer and Business Services (CBS) forms that must be used for bonds and residential park agreements.

CBS also provides other forms that can help you manage a tenancy, e.g. – notice of entry to rented property, notice of rent increase.

Template agreements and model rules are also available.

The Information Notice and forms are available from the 'residential parks' section at [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)



# Agreements

All residential park agreements must be in writing.

There are two types of agreements:

- residential park **site** agreement - where only a site (not a dwelling) is rented
- residential park **tenancy** agreement - where both a site and a dwelling on the site are rented – e.g. caravan, transportable home, cabin.

You do not need to offer the same type of agreement to all residents.

The resident cannot be charged for the cost of preparing the agreement.

Agreement templates are available from the 'residential parks' section at [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters).

## Length of the agreement

The length of the agreement will depend on the type of the agreement you offer:

- **fixed term** agreement – for a set period of time, e.g. 6 or 12 months
- **periodic** agreement - with a set start date, but no specified end date.



## Site agreements

### Where you rent out only the site

Site agreements must include a date for when the agreement will be reviewed with the resident.

Periodic agreements that commenced before provisions in the *Residential Parks (Miscellaneous) Amendment Act 2019* came into force on 12 August 2019, now need to include the date, or approximate date, when the resident was first granted the right to occupy the site.

### Sub-letting

You can choose to allow residents at your park to sub-let their site to someone else, or you can make a park rule that residents are not allowed to sub-let at your park.

A resident will be breaching their agreement if they sub-let without your permission.

If the park rules allow sub-letting, a resident will need to enter into a sub-tenancy agreement with you as the park owner. It is best to put the sub-tenancy agreement in writing.

### Transferring an agreement to someone else

If a resident wants to transfer (assign) their agreement to someone else they must get written approval from you. You cannot refuse, unless there is a good reason.

You can charge a small amount to cover your administrative costs for transferring an agreement.

At least 14 days before a resident's agreement is assigned to another person, the resident must advise that person to contact you to request the prescribed information – as outlined in the section 'Documents you must provide' on page 8. You must provide the required documents and information within seven days of receiving the request.

### Selling a dwelling

Residents have the right to sell their own portable dwelling (e.g. a caravan) and buy a new one for the site. In this situation (unlike where the resident is selling a dwelling with a view to move elsewhere), they do not need to seek your permission.

If a resident's dwelling is a more permanent structure on the site and cannot be removed, they must notify you in writing of their intention to sell their dwelling and transfer their site agreement over to the buyer. You cannot unreasonably refuse to assign a site agreement.

If a resident passes away, their estate may decide to sell the dwelling. The estate must inform you and give you first option to purchase the dwelling at market value. The estate is not bound in any way to accept an offer you make. If no agreement to purchase is reached within 28 days of the owner being given notice of an intention to sell a dwelling, the dwelling may be offered for sale to another person.

## Breach of the agreement

If you breach the agreement, the resident can give you a notice to terminate the agreement.

You can give the resident a notice if they breach the agreement. The breach notice will state how much time the resident has to rectify the problem. If the problem is not fixed by the deadline, the agreement will end and the resident will need to move out of the park by the date specified on the notice. If the resident does not move out, you can apply to the South Australian Civil and Administrative Tribunal (SACAT) for an 'order of possession'.

See the section 'Residents leaving the park' on page 21 for more information.

For information about SACAT visit their website at [www.sacat.sa.gov.au](http://www.sacat.sa.gov.au)

## At the end of an agreement

### Fixed term agreements

*If a resident has lived at the park for 5 years or more –*

- You cannot ask the resident to move out, unless there is a reason for terminating the agreement – e.g. breach of the agreement.
- If the resident wishes to move out, they must give you at least 28 days' notice.

If neither you nor the resident terminates the agreement, the site agreement is automatically reissued with the same terms and conditions and for the same amount of time. You must give the resident a written copy of the reissued agreement within 28 days after the fixed term ends.

If either you or the resident would like to vary the terms, 90 days' written notice must be given. You must review the agreement in consultation with the resident. A new agreement will be reissued if both parties agree on the new terms.

If either party can't agree, an application can be made to SACAT to make a determination. If the review process is not finalised before the end of the fixed term, the agreement continues until the matter is resolved and the agreement reissued.

*If a resident has lived at the park for less than 5 years –*

- If the resident wishes to move out, they must give you at least 28 days' notice.
- If you want the resident to move out, you must give them at least 28 days' notice.

If neither you nor the resident terminates the agreement, the current agreement will automatically continue with the same terms and conditions, except that the agreement will then be a periodic agreement. The agreement must include the date, or approximate date, when the resident was first granted the right to occupy the site.

## Periodic agreements

*If a resident has lived at the park for 5 years or more –*

- You must review the agreement in consultation with the resident. The agreement must be reissued for a fixed term, as agreed with the resident. The agreement must be in writing and include a further review date. However, if the resident wishes to continue with a periodic agreement, they must inform you in writing and in accordance with any requirements set out in the Act or regulations. It must be the resident's own decision to continue with a periodic agreement.
- If the resident wants to leave the park, they must give you at least 28 days' notice, unless the rent period is longer – e.g. if they pay rent monthly, they must give you at least a month's notice.

*If a resident has lived at the park for less than 5 years –*

- If the resident wishes to move out, they must give you at least 28 days' notice, unless the rent period is longer – e.g. if the resident pays rent monthly, they must give you at least a month's notice.
- If you want the resident to leave, you must give them at least 90 days' notice.



## Tenancy agreements

### Where you rent out the site and a dwelling

#### Sub-letting

You can choose to allow residents at your park to sub-let their site or dwelling to someone else, or you may make a park rule that residents are not allowed to sub-let at your park.

If you do allow sub-letting, a resident will need to enter into a sub-tenancy agreement with you as the park owner.

A resident will be breaching their agreement if:

- They sub-let their site or dwelling when the park rules do not allow it.
- The park rules allow for sub-letting but the resident sub-lets without entering into a sub-tenancy agreement with you as the park owner.

It is best to put the sub-tenancy agreement in writing.

## Transferring an agreement to someone else

If a resident wants to transfer (assign) their agreement to another person, they must get written approval from you. You cannot refuse to transfer the agreement unless there is a good reason.

You may request a small charge to cover your costs for transferring the agreement.

## Breach of the agreement

If you breach the agreement, the resident can give you a notice to terminate the agreement.

You can also give the resident a notice if they breach the agreement. The breach notice must state how much time the resident has to rectify the problem. If the problem is not fixed by the deadline, the agreement will end and the resident will need to move out of the park by the date specified on the notice. If the resident does not move out, you can apply to the South Australian Civil and Administrative Tribunal (SACAT) for an 'order of possession'.

See the section 'Residents leaving the park' on page 21 for more information.

For information about SACAT visit their website at [www.sacat.sa.gov.au](http://www.sacat.sa.gov.au)

## At the end of an agreement

### Fixed term agreements

- If the resident wishes to move out, they must give you at least 28 days' notice.
- If you want the resident to move out, you must give them at least 28 days' notice.
- If neither you nor the resident gives notice, then the agreement will automatically continue with the same terms and conditions.

### Periodic agreements

- If the resident wishes to move out, they must give you at least 28 days' notice, unless the rent period is longer – e.g. if they pay rent monthly, they must give at least a month's notice.
- If you want the resident to move out, you must give them at least 60 days' notice, unless the rent period is longer – e.g. at least 90 days' notice if the rent period is 90 days.

# Park rules

You may make park rules about the use, enjoyment, control and management of the park. However, park rules can only be made about the following:

- the use and operation of common areas – e.g. laundry
- noise limits
- sporting and other recreational activities
- motor vehicle speed limits within the park
- parking
- rubbish disposal
- pets
- maintenance standards for dwellings, as they affect the general amenity of the park
- landscaping and maintenance of sites for dwellings
- sub-letting
- guests or visitors of residents
- limiting the age of residents to persons over the age of 50
- other things prescribed under a regulation.

All park rules must be in writing and form part of a residential park agreement. Residents must obey park rules, or they will be in breach of their agreement.

You must provide a copy of the park rules to each resident:

- for a site agreement, at least 14 days before an agreement is signed
- for a tenancy agreement, at the time a new agreement is made.

## Changing the rules

Before changing the park rules, you must consult with the park's residents committee (if one exists) and consider their views.

Park rules can be changed after you give 14 days' written notice to all residents.

## Challenging a rule

If residents think a rule is unreasonable, they can apply to the South Australian Civil and Administrative Tribunal (SACAT) to have the rule changed or removed. The majority of site residents living in the park must make a joint application.

## If you rent out a dwelling

Dwellings rented out to residents must be in a reasonable condition at the start of the tenancy and must be maintained during the tenancy.

You must provide and maintain locks and other security devices so that the dwelling is reasonably secure.

A resident may ask to attach fixtures or make alterations – e.g. install a floating shelf or dig a small garden. You can agree by providing written consent. It is important to discuss whether the addition will be left on the property after the resident leaves, or if it must be removed and any resulting damage repaired.

## If the resident provides their own dwelling

There can be park rules about how dwellings should be maintained as this will affect the amenity of the park.

If a resident wants to build any structure on the site they must seek your permission.

### Permanent dwellings

If there is already a permanently fixed dwelling on the site, or the resident wants to build a permanently fixed dwelling, then when they leave the park one option could be for the resident to sell the dwelling. See page 11 for more information about selling a dwelling.

### Temporary or transportable dwellings

A resident may ask to build a transportable home or a caravan annexe that is not permanently fixed to the site. They will be able to take the structure with them when they leave the park, although the transport costs may be significant.



# Owner entering a site or property

Your right to enter a rented property depends on whether the agreement is a site agreement or a tenancy agreement.

## For a site agreement

*Where you rent out only the site, and not a dwelling*

You can enter the site:

- to prevent danger to life or valuable property
- to read the meter if the resident is required to pay for certain charges – e.g. water
- to check that legal requirements are met for distances between structures on neighbouring sites and to remove hazardous materials (entry must be at a reasonable time and on a reasonable number of occasions)
- for grounds maintenance or to maintain the lawn, if this is included in the site agreement (entry must be at a reasonable time and on a reasonable number of occasions)
- at any time with the resident's consent.

You must not enter a resident's dwelling, unless the resident gives you permission to do so.

You do not have any other right to enter a rented site.



## For a tenancy agreement

### *Where you rent out both the site and a dwelling*

You can enter the property:

- in an emergency – e.g. to carry out urgent repairs or avert danger to life or valuable property
- to collect the rent - at a time agreed with the resident, but not more than once every week
- to read the meter if the resident is required to pay for certain charges – e.g. water
- to inspect the rented property, at a time previously arranged with the resident, and not more than once every 3 months
- to carry out repairs or maintenance at a reasonable time, with the giving of at least 48 hours' written notice
- to show the rented property to prospective residents (at a reasonable time, and on a reasonable number of occasions) but only during the last 14 days of the agreement, after giving reasonable notice to the resident
- for another purpose, after you have given written notice stating the purpose and specifying the date and time of the visit. You must give the resident 7 to 14 days' notice before entering the property
- at any time if the resident gives consent
- if you believe the resident has abandoned the rented property.

You do not have any other right to enter a rented property.



# Residents committee

A residents committee can be set up to represent the common interests of park residents.

If your park has at least 20 fixed term site agreements with residents, there *must* be a residents committee.

If there are fewer agreements in place, a residents committee is still recommended.

If there is a residents committee, you must consult the committee and consider its collective views when changing park rules and reviewing the safety evacuation plan each year.

You must allow the use of a room for committee meetings.

After a matter has been considered by the residents committee, it can be brought to your attention. You must consider the matter and provide a written response to the committee within one month, or a longer period if agreed to by the committee.

## Committee members

Committee members must be elected by residents from at least five different sites in the park to form a residents committee.

All residents have a right to be a member of a residents committee, unless they are employed by you to help with the management of the park.

## Committee confusion

If more than one group claims to be the residents committee for the park, SACAT can make a determination so it is clear which group is the official residents committee. Either you or a park resident can apply to SACAT for an order of this kind.

## Other committees

Separate to this, residents may form other committees. For example, a social group to play cards each week, or a social committee to plan events and excursions for interested residents.

# Repairs and maintenance

Residents should notify you as soon as possible if there is any damage to common areas or to a rented site or dwelling.

## Damage by residents

If a resident has caused or allowed the damage to occur, it will be their responsibility to repair the damage.

Depending on the nature of the damage:

- The resident may need to remedy the problem themselves, which could include replacing the item if it can't be fixed – e.g. a bench in the laundry.
- If someone needs to be called in to repair the damage, such as a qualified tradesperson, the resident will need to pay for the costs – e.g. call out fee plus parts and labour.

## Other damage

You will need to repair or replace items over time due to normal wear and tear, or after a particular event which is beyond your control – e.g. a severe storm.

## Emergency repairs

If a resident has been unable to contact you, or if nothing has been done after notifying you, a resident can have emergency repairs carried out by a licensed tradesperson. The resident must get a written report from the tradesperson.

## If repairs are not done

If you have been notified of required repairs (including emergency repairs) but the repairs have not been done, the resident can apply to SACAT for the repairs to be carried out.

# Residents leaving the park

## When a resident wants to leave

A resident must inform you when they want to move out of the park. The amount of notice they must give you will depend on the circumstances.

| <b>Circumstances</b>   | <b>Site agreement<br/>Minimum amount of notice<br/>required</b>  | <b>Tenancy agreement<br/>Minimum amount of<br/>notice required</b>                                     |
|--|--|--|
| Breach of the agreement by the park owner                                | 14 days if the breach of agreement is not remedied within this period                                  | 14 days if the breach of agreement is not remedied within this period                                  |
| Repeat breaches by the park owner (usually within a short space of time) | 14 days  | 14 days  |
| End of fixed term agreement  | 28 days  | 28 days  |
| No specified ground – periodic agreement only                            | 28 days, unless the rent period is longer – e.g. if rent is paid monthly, a month's notice is required | 21 days, unless the rent period is longer – e.g. if rent is paid monthly, a month's notice is required |
| Site is uninhabitable – e.g. flooding                                    | Immediate  | Immediate  |

A resident must use the correct form to give you notice. This is called *Notice of Termination - End of Agreement*

## If a resident wants to move out earlier

If a person wants to move out of the park before their agreement ends, they should discuss their intentions with you. You will need to consider whether to end the agreement or hold them to the agreement. The decision to end an agreement early should be put in writing.

If you decide to end the agreement, the resident may be required to pay for:

- the costs involved in finding a new resident
- any loss of rent.

## Undue hardship

If continuing the agreement would cause undue hardship for the resident, they can lodge an application with SACAT to terminate the agreement.

An example of undue hardship could be the need to move into supported accommodation. Generally 'undue hardship' does not include financial difficulties.

## When you want a resident to leave

There are certain circumstances where you can give a resident a termination notice. The following tables outline the amount of notice you must give, depending on the type of agreement and the circumstance.

### Site agreement

| <b>Circumstances</b>  | <b>Minimum amount of notice required</b>  |
|---|---|
| Breach of the agreement – e.g. rent arrears   | 28 days, if the breach is not remedied within this period   |
| Serious misconduct  | Immediate   |
| End of fixed term agreement   | 28 days, if the agreement is for less than 5 years  |
| No specified ground – periodic agreement only   | 90 days<br>*But only if the resident has lived at the park for less than 5 years.<br><br>If the resident has an agreement for 5 years or more, or has lived in the park for 5 years or more, the agreement cannot be terminated without specific grounds (e.g. misconduct by the resident). |
| Site is destroyed, rendered uninhabitable, or ceases to be lawfully usable for residential purposes | Immediate   |
| The park will no longer be a residential park or will be redeveloped                                | 365 days, unless a SACAT determination says otherwise, or the owner and resident agree to a different time period   |



## Tenancy agreement

| Circumstances  | Minimum amount of notice required  |
|--|--|
| Breach of the agreement – e.g. rent arrears  | 14 days, if the breach is not remedied within this period  |
| Serious misconduct   | Immediate  |
| End of fixed term agreement  | 28 days  |
| No specified ground – periodic agreement only  | 60 days, unless the rent period is longer – e.g. 90 days' notice if the rent period is 90 days   |
| Site is destroyed, rendered uninhabitable, or ceases to be lawfully usable for residential purposes                                  | Immediate  |
| If the property has been acquired by a compulsory process – e.g. the council buys the land, or the bank takes possession of the park | 60 days  |
| Sale of rented site – periodic tenancy only  | <p>28 days, unless the rent period is longer – e.g. one month notice if the rent period is one month.</p> <p>*You can only give this notice if you have entered into a contract for sale of the rented site and the contract requires you to give vacant possession of the rented site to the new owner.</p> |



## Breach of agreement

You may give a termination notice to a resident if they breach their agreement. The breach notice will state how much time the resident has to rectify the problem. If the issue is not resolved, the agreement will end and the resident will need to move out of the park by the date specified on the notice.

At this point, if the resident fails to vacate you can apply to the South Australian Civil and Administrative Tribunal (SACAT) for an 'order of possession'. SACAT will consider the facts presented and make a determination.

## Disputing the termination notice

If a resident believes they have not breached the agreement, or they have already fixed the problem, they can dispute the termination notice.

Residents can also apply to SACAT for a determination if:

- They want to dispute the termination notice
- They believe you gave the termination notice because they had complained to a government authority or they wanted to enforce their legal rights
- The termination is so harsh that it goes against good conscience.

SACAT will consider the facts presented and can make a determination.

SACAT can publish decisions of interest which indicate how future decisions on similar matters may be made.

## Violence (serious misconduct)

If a resident or visitor to the park has caused a serious act of violence or a threat to the safety of others in the park, you may give them an **exclusion notice**. The resident or visitor must leave the park immediately and will not be allowed to return during the exclusion period. The exclusion period will be stated on the exclusion notice.

If the resident believes that they or their visitor did not commit the alleged offence, they can lodge an urgent application with SACAT requesting an order that:

- The resident can return to live in the park
- You compensate the resident for any rent paid during the exclusion period
- You compensate them for any other reasonable expenses.

## Change of use or redevelopments at the park

### For site agreements only

You may ask a resident to move if the park will no longer be a residential park, or if the park (or a section of the park) is being redeveloped and the process cannot be completed safely and efficiently with the resident staying at their site.

You may give 90 days' notice to a resident who has a periodic agreement and has lived in the park for less than 5 years. Otherwise you must give a resident at least 365 days' notice, unless both you and the resident agree to a shorter period of time, or SACAT makes a determination specifying a different timeframe.

You can only terminate a site agreement if you have offered to do one of the following, and the resident agrees:

- Give the resident another site agreement in either the same park or another park owned by you, and agree to cover their costs to relocate.
- Purchase the resident's dwelling
- Cover the cost to relocate their dwelling to another location.

The resident may choose to end the agreement sooner by giving you at least 28 days' notice. No reason needs to be given.

If you and the resident cannot reach an agreement, either party can apply to SACAT for a determination.

## If the park or a rented site is sold

### Site agreements

If the park is sold to a new owner:

- The new owner must take on the obligations of the previous owner in relation to existing site agreements.
- For a periodic agreement you can give a resident 60 days' notice to terminate the agreement, unless the resident has lived in the park for more than 5 years.
- A fixed term agreement remains in force until the expiry date, but can be terminated if the resident has lived in the park for less than 5 years.

### Tenancy agreements

- The new owner may decide to keep an existing agreement with residents.
- For a **periodic agreement**, you can give a resident 28 days' notice to terminate an agreement (or a longer notice period, if the rent period is longer). However, you can only give this notice if you have entered into a contract for sale of the rented property and the contract requires you to give vacant possession of the rented property to the new owner.

## If a resident passes away

### Site agreements

If a resident passes away, their site agreement does not automatically end. The resident's personal representative or a person who inherits their estate can choose to:

- Assign the agreement to another person
- Terminate the agreement
- Sell the dwelling (see the section Selling a dwelling on page 11 for more information).

### Tenancy agreements

A dependant person who is living in the property can choose to:

- Stay at the park under the existing agreement
- Seek written approval from you for the agreement to be transferred/assigned to another person
- Terminate the agreement.

If there is no dependant person already living in the property when the resident passes away, the agreement will end.

## Bond refunds

At the end of the agreement, a residential park bond refund form should be filled out and signed by both parties. The form can be posted or brought in to Consumer and Business Services (CBS).

If you try to claim the bond without the resident's consent, CBS will send the resident a 'Notice of claim'.

If the resident:

- **agrees** with the claim the bond will be paid out.
- **disputes** the claim then the claim will be referred to SACAT. You will need to lodge an online application so that SACAT can consider your claim and make a determination.
- **does not respond** to the notice then you will need to provide CBS with evidence of your claim. If you cannot provide evidence, you will need to make an application to SACAT.

# Resolving issues

If you have a dispute with a resident, follow these steps to help resolve the issue.

## **1. Talk to the resident**

Discuss the problem with the resident to try to resolve the dispute. If an agreement cannot be reached, contact Consumer and Business Services (CBS) for advice.

## **2. Contact CBS**

CBS provides free impartial advice about your rights and responsibilities and can recommend options to help resolve the issue. If a suitable outcome is not found, you can apply to the South Australian Civil and Administrative Tribunal (SACAT).

## **3. Apply to SACAT**

SACAT is an independent specialist tribunal that provides a prompt and informal way of determining disputes between park owners and residents.

SACAT may send your matter to mediation, where a mediator will help explore options for you and the resident to reach an agreement. A mediator has the power to make legally binding orders.

SACAT may also refer your matter to a hearing. SACAT can make a decision and issue a binding order.

## **Consumer and Business Services (CBS)**

Customer Service Centre  
91 Grenfell Street  
Adelaide 5000  
(GPO Box 965, Adelaide 5001)  
Tel: 131 882

Renting information is available at [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)

## **South Australian Civil and Administrative Tribunal (SACAT)**

Level 4, 100 Pirie Street  
Adelaide 5000  
(GPO Box 2361)  
Tel: 1800 723 767  
[www.sacat.sa.gov.au](http://www.sacat.sa.gov.au)