

Residential Parks: A guide for residents

Advice from Consumer & Business Services



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This guide helps park owners and residents understand their rights and obligations so they can enjoy a harmonious lifestyle.



The guide covers arrangements where a person lives in a residential park (as their main place of residence for at least 60 days). This guide does not cover holiday rentals.

Residential parks include caravan parks, mobile home villages, mobile home parks and relocatable home parks.

Some people live in a residential park because of its location (eg near the beach), or they may have friends who live in the park. Other people live there because it is a more affordable housing option.

Important things for residents to note:

- you have a rental arrangement with the owner (even if you've been living there for a long time without a written rental agreement)
- make sure you sign an agreement for new rental arrangements
- you don't own the land
- if you build any structures on your site make sure they are transportable
- you may be very happy at the park, but there is no guarantee that you can stay there after your rental agreement ends
- under your agreement you may be charged for services such as gas, water and electricity used.

Contact Consumer and Business Services (CBS) for advice if you are unsure about your rights and responsibilities.

Rights and responsibilities of park residents

Before you decide to move into a residential park you need to be clear about your rights and responsibilities.

You may love the park location, but as you will not own the land it is possible that the park owner may choose not to renew your rental agreement in the future.

Building a home or structure on the land that cannot be easily relocated may cause a problem for you in the future.

To help you decide if living in a residential park is right for you, consider the following:

- Talk to people who live in the park and ask if they would recommend living in that particular park, and if they like park life in general.
- Read the agreement and the park rules, so that you are clear about what is expected of you.
- If you will be renting a dwelling (eg a cabin) and a site, is the dwelling right for you?
- If you want to buy a dwelling from someone else in the park, check that the park owner has given consent to the seller and is willing to offer a site agreement to you. If the park owner doesn't, they can request that the dwelling is removed.

The *Residential Parks Act 2007* sets out the rights and responsibilities of park residents.

As a park resident you must:

- pay the rent on time
- obey the park rules
- keep the rented property reasonably clean
- notify the park owner if there is any damage or repairs that are needed.

You must not:

- give the park owner false information about your identity or where you work
- damage the rented property
- use the property for an illegal purpose
- interfere with the reasonable peace, comfort or privacy of other people in the park
- make changes or additions without the park owner's consent - eg changing a lock or security device, attaching fixtures, making alterations, adding a structure to the site, or making additions to the exterior of the dwelling.

Even if the park owner gives approval for you to make a change or additions to the site at your own cost, remember your agreement is a rental agreement and so you may not be able to stay at the park when your agreement ends.

You are responsible for your visitors' behaviour (where you have invited them or they are there with your consent). If a visitor behaves in a way that breaches a term of your agreement, you may be liable.



Agreements

All agreements to live in a residential park must be in writing. There are two types of agreements:

- residential park **site** agreement – where you rent a site
- residential park **tenancy** agreement - where you rent a site and a dwelling (eg a caravan, motor home or cabin).

The length of time of the agreement depends on whether you have a:

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

There are rules about how to end a periodic agreement. See the section 'Moving out' for more information.

Sub-letting

Before you sub-let your site or property, you need to check if this is allowed at your park.

If the park owner does allow sub-letting, you will need to make a sub-tenant agreement with the park owner. Put this agreement in writing so there is proof of what has been agreed.

If you sub-let without permission you are breaching your agreement.

Transferring your agreement to someone else

If you want to transfer your agreement to another person, you will need written approval from the park owner. The park owner

cannot refuse to transfer your agreement unless there is a good reason - eg the person was evicted from the park for not paying rent.

The park owner may request a small charge to cover their costs for transferring your agreement.

It is usually better for the new resident to enter into an agreement with the park owner, and for your agreement to be terminated, to avoid future disputes.

Selling a dwelling

If you want to sell your dwelling you must get written consent from the park owner to transfer the agreement to the buyer.

If you do not get written consent from the owner you can still sell your dwelling, but the buyer will need to negotiate with the park operator. The park owner cannot unreasonably refuse to give them a site agreement.

If you breach the agreement

The park owner may give you a termination notice if you breach your agreement. This means that your agreement will end if you do not fix the problem. The breach notice will state how much time you have to fix the problem.

If you do not fix the problem, you will need to move out of the park by the date specified on the notice. If you don't move out, the park owner can apply to the South Australian Civil and Administrative Tribunal (SACAT) for an 'order of possession'.

See the section 'Moving out' for more information about how much notice must be given.

Bond, rent and charges

Bond

The park owner cannot ask for more than four weeks' rent as bond.

The park owner must give you a receipt within 48 hours of receiving the bond money. The receipt must show the date, your name, the amount and address of the rented property.

The owner must lodge the bond with Consumer and Business Services (CBS) within seven days of receiving it.



Note: Housing SA may be able to assist you with paying a bond – Phone 131 299.

Rent

You can be asked to pay the first two weeks' rent in advance.

If two weeks' rent is paid at the start of the agreement, no more rent is due until those two weeks have passed.

Besides a bond and two weeks' rent in advance, the park owner cannot ask for any other money at the start of the agreement.

Rent receipts

The owner must give you a receipt for each rent payment, unless you pay rent into an account kept by the owner.

Rent increases

The park owner can increase the rent if the agreement states that there can be a rent increase during the agreement.

Rent cannot increase:

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

You must be given 60 days' written notice of a rent increase (except where your agreement sets out the increases and dates).

Services and utilities

If your site does not have an individual meter for utilities (eg gas and water) then you do not need to make a separate payment for these charges. They will be included in your rent.

If your site has an individual meter for utilities then you will usually need to pay these as separate charges in addition to rent. This should be written into your agreement.

You can ask the owner to give you details for these charges:

- the amount you have used
- the dollar amount of the charges
- the period of time the charge relates to.

If the owner gives you bottled gas, then you will be responsible for filling the gas bottle and paying for the gas that you use.

Overnight visitor fees

You can be charged visitors fees when a friend or relative visits and stays overnight, if the amount is clearly stated in your agreement or in the park rules.



Park rules

It is a condition on your residential park agreement that you obey all of the park rules.

Park rules can cover things such as:

- the use of common areas - eg laundry
- parking
- rubbish disposal
- pets
- sub-letting
- limiting the age of residents to people over the age of 50
- sporting and other recreational activities.

You should receive a copy of these rules when you move in.

Changing the rules

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

Park rules can be changed after the park operator gives 14 days' written notice to all residents.

If you think a rule is unreasonable, you can apply to SACAT to have the rule changed or removed. The majority of residents living in the park must make a joint application.



Owner entering your site or property

The park owner's right to enter your rented property depends on the type of agreement you have.

For a residential park **tenancy** agreement the owner can enter:

- in an emergency - eg to do urgent repairs or avert danger to life or valuable property
- to collect the rent (at a time agreed with you, but not more than once every week)
- to read the meter if you are required to pay for certain charges - eg water
- to inspect the rented property (at a time arranged with you, and not more than once every 3 months)
- to do repairs or maintenance at a reasonable time, giving 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 your agreement, and after giving reasonable notice to you)
- for another purpose after the park owner has given you written notice stating the purpose and specifying the date and time of the visit. They must give you 7 to 14 days' notice before entering your property
- at any time with your consent
- if the park owner believes you have abandoned the rented property.

For a residential park **site** agreement the owner can enter the property at a reasonable time and on a reasonable number of occasions:

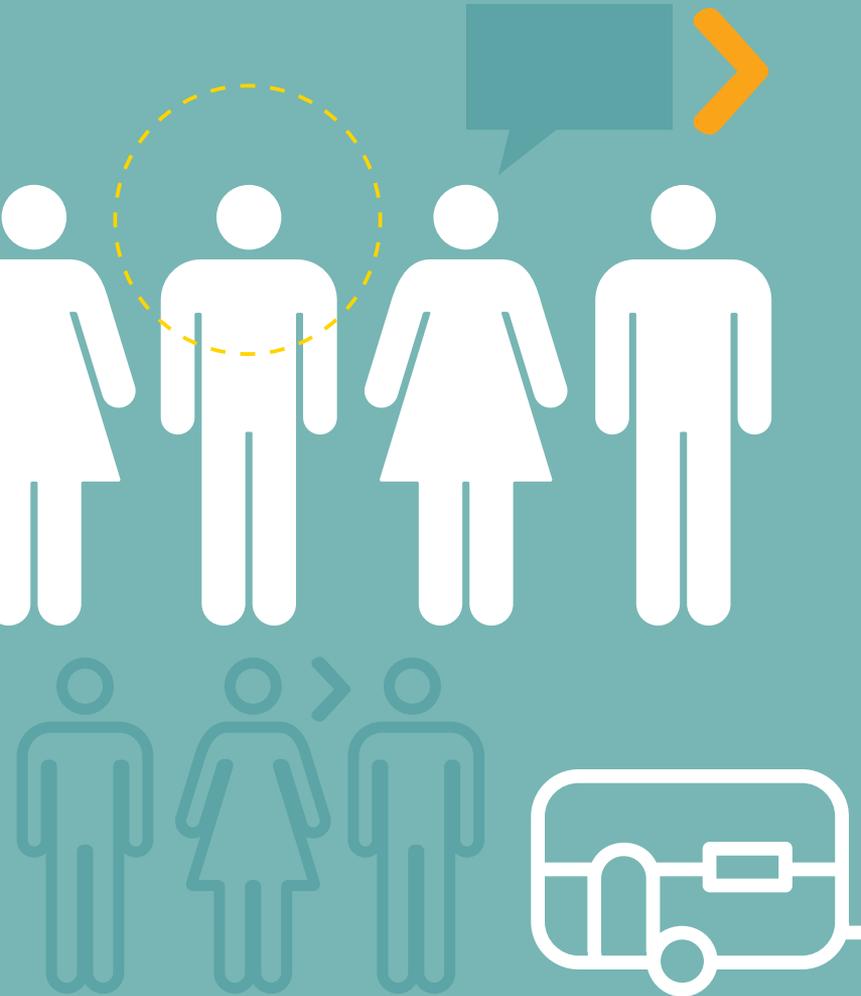
- to prevent danger to life or valuable property
- to read the meter if you are required to pay for certain charges - eg water
- to check that legal requirements are met for distances between structures on neighbouring sites and to remove hazardous materials
- to maintain the lawn and grounds, if this is included in your residential park agreement
- at any time with your consent.



Note: A park owner does not have any other right to enter your rented property.



Residents committee



A residents committee can be set up to represent the common interests of park residents. The park operator must consult the committee and consider their views when changing park rules. The park operator must allow the use of a room for committee meetings.

Committee members

There must be 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 the park operator to help with the management of the park.

Repairs and maintenance

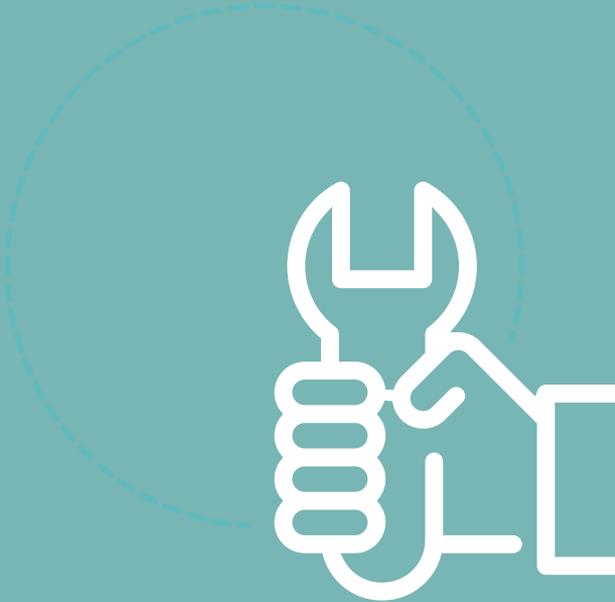
If damage occurs to your rented property or common areas you should let the park owner know as soon as possible.

If you cause or allow damage it is your responsibility to repair it.

If repairs are needed due to normal wear and tear or circumstances beyond your control - eg a severe storm, it is the park owner's responsibility to organise repairs.

If you have been unable to contact the park owner, or if nothing has been done after letting the park owner know there is a problem, then you can:

- Have emergency repairs carried out by a licensed tradesperson. You must get a written report from the tradesperson; or
- Apply to SACAT for the repairs to be carried out.



Moving out

When you decide you want to leave

When you decide to move out of the residential park, you will need to tell the park owner. The notice you must give the park owner will depend on the circumstances.

Circumstances	Amount of notice you must give
Breach of the agreement by the park owner	14 days
Repeat breaches by the park owner (usually within a short space of time)	14 days
End of fixed term agreement	28 days
No specified grounds – periodic agreement only	21 days for a tenancy agreement, unless the rent period is longer - eg if you pay rent monthly, you must give a month's notice
	28 days for a site agreement, unless the rent period is longer - eg if you pay rent monthly, you must give a month's notice
Property is destroyed / uninhabitable	immediate

You must use the correct form to give notice to the park owner. It is called *Notice of termination - end of agreement*, form C (1) and is available at www.sa.gov.au/tenancy/forms



If you want to move out earlier

If you want to move out of the park before your agreement ends, you can only end your agreement if the park owner agrees. Discuss it with the park owner and try to come to an arrangement. Put any agreement in writing.

It may cost you money if you leave a fixed term agreement early. You may need to pay for:

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

If the owner decides that you won't be responsible for these costs, then make sure this is made clear in writing.

Contact CBS for advice about moving out before your agreement ends.

Undue hardship

If continuing the agreement would cause you undue hardship you 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 the park owner wants you to move out

The park owner may ask you to leave and end your agreement. The amount of notice they must give you will depend on the circumstances, and the type of agreement you have.

Circumstances	Site agreement	Tenancy agreement
Breach of the agreement eg rent arrears	28 days	14 days
Repeat breaches (usually within a short space of time)	28 days	7 days
Serious misconduct	Immediate	Immediate
End of fixed term agreement	28 days	28 days
No specified grounds – periodic agreement only	90 days	60 days, unless the rent period is longer - eg 90 days notice if the rent period is 90 days
Property is destroyed / uninhabitable	Immediate	Immediate
Property is acquired by a compulsory process - eg the council buys the land	60 days	60 days
Sale of rented property – periodic tenancy only*	n/a	28 days, unless the rent period is longer - eg one month notice if the rent period is one month

*A park owner can only give this notice if they have entered into a contract for sale of the rented property and they are required, under the contract, to give vacant possession of the rented property to the new owner.

Disputing the termination notice

If you do not think you have breached the agreement, or you have already fixed the problem, you can contact CBS for advice.

You may also apply to SACAT to dispute the termination notice. SACAT will consider the facts presented and can make a ruling that you are not in breach of the agreement or that the breach has been fixed.

If you believe that the park owner has given you a termination notice because you complained to a government authority or you were trying to enforce your legal rights, you can apply to SACAT for a ruling.

Violence (serious misconduct)

If you have caused a serious act of violence or a threat to the safety of others in the park, you may be given an exclusion notice. You must leave the park immediately and you will not be allowed to return during the exclusion period (the amount of time will be stated on the form the park owner gives you).

If you have a visitor to the park who is violent or threatens the safety of others in the park, your visitor may be given an exclusion notice.

If you believe that you or your visitor did not commit the alleged offence outlined on the exclusion notice, you can lodge an urgent application with SACAT requesting an order that:

- you can return to live in the park
- the park owner compensates you for any rent paid during the exclusion period
- the park owner compensates you for any other reasonable expenses.

If the park or your rented site is sold

A new owner may be happy to keep the existing agreement with you, or may ask you to leave.

If you have a **periodic agreement** the existing owner can give you 28 days' notice to terminate the agreement (or a longer notice period, if your rent period is longer).

If you have a **fixed term site agreement** the new owner can, within 14 days of the settlement date, give notice to terminate your agreement. Your agreement will end when your fixed term expires (if your end date is within 12 months of the settlement date) or 12 months from the settlement date.

If the dwelling is permanently fixed to the rented site, you have the right to stay until the end of your fixed term site agreement.

If there is a dispute over whether the dwelling is permanently fixed, you can apply to SACAT for a ruling.

When you leave the park

When you leave the park to live somewhere else you must:

- give the rented property back to the park owner in a clean and reasonable condition
- give your forwarding address to the park owner if they ask for it
- leave any keys or devices that were provided to you by the park owner - eg access card to the park.

Bond refund

At the end of your agreement you should arrange for the bond to be refunded. If there is no damage, rent owed or other liability, the bond can be refunded to you.

You will need to fill out a residential park bond refund form (available from www.sa.gov.au/tenancy/forms). Both you and the park owner will need to sign the form.

You can lodge the form either by post or in person to CBS. If the park owner tries to claim the bond without your consent, CBS will send you a 'Notice of claim'. This notice will explain what your options are.

If you do not respond to the notice, the park owner will need to provide CBS with evidence of their claim. If they cannot provide evidence, the park owner will need to make an application to SACAT.



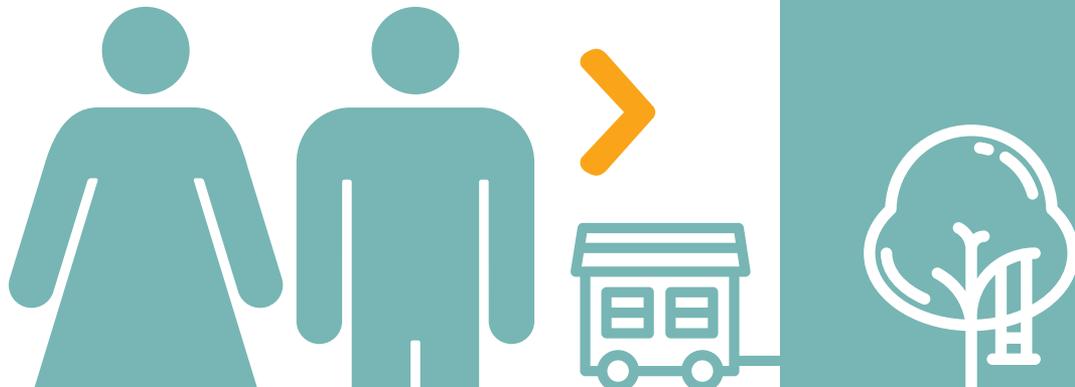
Resolving issues

If you have a problem with the park owner, discuss it with them first to try to resolve the issue. If you need advice, contact CBS to find out about your rights and responsibilities. CBS can also recommend options to help solve the problem.

If a suitable outcome is not found, you can apply to SACAT.

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

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



Consumer and Business Services

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

Renting information is available at
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
sacat.sa.gov.au

Housing SA

Tel: 131 299
sa.gov.au/housingsa

Concessions

Department for Communities and Social Inclusion
Tel: 1800 307 758.
sa.gov.au/concessions

