



Government of **Western Australia**
Department of **Mines, Industry Regulation and Safety**



Information booklet park living

A guide to the laws regulating long-term living in park homes, lifestyle villages and caravan parks in Western Australia





Important

Before signing a tenancy agreement, park operators must give a copy of this booklet to prospective tenants or face a fine of up to \$5,000.

This is an important document that should be kept for future reference.

The Department of Mines, Industry Regulation and Safety – Consumer Protection Division provides the following services:

- free general (not legal) advice is given to all parties in a long-stay tenancy agreement;
- a free management service is provided for security bonds;
- complaints are conciliated and wherever possible, settled; and
- prosecution for breaches of consumer law.

When conciliating complaints and the parties are unable to reach a satisfactory outcome, it may be necessary for the matter to be settled by the State Administrative Tribunal (SAT). Consumer Protection does not have the power to make orders or determinations, such as making a tenant or a park operator do something – only the SAT can do that.

This booklet can be obtained from the Consumer Protection Contact Centre 1300 30 40 54 (for the cost of a local call state wide) or can be downloaded from our website:

www.consumerprotection.wa.gov.au

The information provided in this publication explains and simplifies the law and should not be taken as a statement of law, for which you should refer to the *Residential Parks (Long stay Tenants) Act 2006* (WA) and the *Residential Parks (Long-stay Tenants) Regulations 2007* (WA).

You can view a copy online via

www.legislation.wa.gov.au

Disclaimer:

The Department of Mines, Industry Regulation and Safety strongly recommends you seek independent legal advice of a competent, existing lawyer who practises in the area before entering into these kinds of arrangements. It is important that you fully understand the risks and consequences that could flow from an insolvency of a village or park operator, or what happens if the land or park upon which your home or dwelling is situated cannot be on-leased for a long period or at all, after you leave or wish to leave.

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This publication is available on request in alternative formats to assist people with special needs.

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Useful contacts

The following is a list of useful contacts that can assist you with your questions and provide further information:

Department of Mines, Industry Regulation and Safety

Consumer Protection Division: 1300 30 40 54

Park Home Owners Association of WA Inc. (PHOA)

PHOA is an incorporated body that represents the interests of long-stay tenants of caravan parks and lifestyle villages. (www.parkhomeownerswa.com.au)

Circle Green Community Legal (08) 6148 3636

Circle Green Community Legal is the merger of three specialist community legal centres in Western Australia:

- Employment Law Centre of WA;
- The Humanitarian Group; and
- Tenancy WA.

Circle Green is a community legal centre funded to provide free legal services to residential tenants across Western Australia (www.circlegreen.org.au/tenancy).

Centrelink Rent Assistance

The Commonwealth Government provides rent assistance to eligible people, including some retirees.

To find out more see:

www.dss.gov.au/housing-support/programmes-services/commonwealth-rent-assistance

Is a residential park right for you?

Do not rush your decision to move into a residential park community. Residential parks are a unique living arrangement. Make sure you fully understand what you are getting into and think about getting professional legal or financial advice before you sign anything.

Park living may not be a permanent living arrangement. It is important that you understand the risks if for example, the park operator sells the park or becomes insolvent or if you want to leave the park.

Here are some important questions to think about before making a decision:

I will not own the land – does that suit my circumstances?

You must rent the land on which your park home is situated (the site) from the park operator. You can choose to either purchase or rent the park home. If you purchase a park home within a residential park, you are purchasing the park home structure, not the site. Because you only rent the land, park living can bring less security and certain restrictions. [see the Introduction, [page 6](#)]

Have I done my homework?

If purchasing a park home in a residential park have you looked at any other homes for sale in the same park or in other residential parks to compare sale prices and market values over time? As you will only be selling the park home structure and not the land, it is possible that the park home itself could lose value over time.

Can I afford to live there?

Are you aware of all the fees and charges you will have to pay on entry to the residential park, while living there and if you leave the park? Have you considered whether you can afford to live there even if rent and other expenses increase in the future? [see [Part 3](#)].

Can I keep pets?

Have you looked at the park rules or asked the park operator about any restrictions that may apply to the residential park – for example, there may be restrictions on keeping certain pets or the park may have age restrictions (e.g. over 45 or over 55s).

What if I change my mind after signing the tenancy agreement?

If you own your park home and are renting the land, you will have a minimum five-day cooling-off period [see [Part 1](#)].

Can I sell my park home?

You can sell your park home, but if you move to another property before selling your park home, you will still be required to continue to pay rent on the land while the park home is situated on the land. In the case of a deceased tenant or a tenant who is required to move to aged care, the tenant or their deceased estate will be obliged to continue to pay rent until the park home is moved or sold.



○ **Can I be asked to leave the residential park?**

Even if you have a long-term lease (e.g. 30 years or more), you can still be required to leave the park in certain circumstances. For example, if the park is to be used for a different purpose or is compulsorily acquired. You may be entitled to compensation. [see [Part 7](#) for further information].

○ **Can I have a say in running the park?**

You should check whether the park has a Park Liaison Committee, also known as a PLC, and how you can participate [see [Part 4](#)].

○ **Are there tourist sites in the park?**

If so, have you considered whether this impacts your use of communal facilities? Although long-term tenants should be situated on long-stay sites rather than short-stay sites, you may be sharing facilities such as swimming pools, recreational centres and toilet facilities with holidaymakers.

○ **Is the community well run and maintained?**

You should consider speaking to at least a few other residents living in the community to discuss their experience with how the park is run.

○ **Is the park in a good location that meets my needs?**

You may need to consider whether the park is located in close proximity to various amenities you may need now or in the future such as transport links, shops, libraries, medical facilities, churches, gymnasiums and clubs.

○ **Do I understand all the terms of my long-stay agreement?**

You should understand all the terms of your agreement, particularly what costs you will be required to pay (e.g. rent and other costs), the duration of your lease and whether your agreement is for a fixed period of time (i.e. fixed-term) or periodic. This will impact your rights in relation to termination and compensation. You should seek legal advice and/or financial advice before signing your agreement.



Introduction

The *Residential Parks (Long-stay Tenants) Act 2006* (Parks Act) and *Residential Parks (Long-stay Tenants) Regulations 2007* (Regulations) regulate long-stay agreements in residential parks in Western Australia.

You can find the Parks Act and the Regulations at www.legislation.wa.gov.au

What is a residential park?

Residential parks provide sites upon which relocatable homes are placed as well as shared facilities for use by tenants. Long-stay tenants either rent a home and a site, or rent a site only and own the home on the site. The home may be a caravan, cabin, park home or motor home. Whether you own the home or not, park living always involves renting the site.

There are two main types of parks:

- **mixed use parks** – which cater for both long-stay tenants and tourists. Tenants at mixed use parks may have to share facilities with holidaymakers; and
- **long-stay only parks** – which contain only long-stay sites and provide residential accommodation to long-stay tenants. These types of parks are sometimes referred to as lifestyle villages.

In a residential park you do not own the land on which your home stands. You have no rights over the land in the park, except for those set out in your long-stay tenancy agreement or the Parks Act.

Buying into a residential park is different to buying a freehold title or a traditional tenancy arrangement. If you purchase a home within a residential park, you only purchase the structure, not the land. If you decide to sell in the future, you are selling the structure only, not the land on which it is situated. It is important to bear in mind that this structure will likely lose value over time.

Types of long-stay agreements

There are two types of agreements covered by the Parks Act:

- **site-only agreement** – where the tenant rents the site only and owns the relocatable home placed on the site; and
- **on-site home agreement** – where the tenant rents both the site and the home.

A long-stay agreement is an agreement under which a park operator rents a site only or site and home to a person as their principal place of residence. The Parks Act does not apply to people who are on a holiday, are employees of the park operator or who live in a retirement village. The Parks Act also does not apply to a written fixed-term agreement entered into before 3 August 2007.

Long-stay agreements can either be for a **fixed term** or **periodic**.

A **fixed-term long-stay agreement** sets out the period of time for which the tenant rents the premises. For example, this could be six to 12 months or even 60 years. It is more difficult for either party to end a fixed-term agreement as it provides certainty about the length of the term. However, at the end of the set period a tenant may be required to leave a park and pay any costs of relocating.

A **periodic long-stay agreement** does not specify an end date and can last for an indefinite time. Either party can end the agreement in certain circumstances by giving notice (see [Part 7](#) about ending a tenancy) this provides greater flexibility to both parties, but less certainty.

It is important that you understand the type of agreement that you are entering into and make sure that it will suit your circumstances. There are differences in the way the laws under the Parks Act apply to the different types of agreement. For example, there are different rules about when an agreement can be terminated and the length of notice that must be given. This information booklet outlines some of those differences.

From 31 January 2022, all long-stay agreements must be in a standard form. There are two standard form agreements, one for a site-only agreement and one for an on-site home agreement. These agreements are contained in the regulations and can be downloaded at www.dmirs.wa.gov.au/parks-publications

Residential park living is unique

The decision to live in a residential park is often influenced by a desire to move into more manageable or affordable housing, release equity, travel in retirement or live in natural settings.

There are many advantages to living in a residential park. For example, as an alternative to private renting, park living may be more affordable and the cost of buying a caravan or park home is generally less than buying or building a regular home. Residential parks can provide a location and facilities you may not normally be able to afford to buy. On the other hand, because you only rent the land, park living can bring less security and certain restrictions.

Parks also provide a place for a number of people to live reasonably close together, which can provide people with a feeling of safety and a sense of belonging to a community. However, people may find that living close to others can sometimes create disharmony and require compromise and good communication. You should think carefully about whether park living is right for you.

It is important to also think about what will happen if you need to leave the park, either by choice or due to changed circumstances (for example, to move into aged care). If you have a site-only agreement you may be required to keep paying rent until you have sold or removed the home, even if you are not living in it.

The same rules apply on the death of a tenant, which means that the tenant's estate is responsible for continuing to pay rent until a home is sold or removed.

1. Before entering an agreement

A long-stay agreement is a legally binding contract between the tenant and the park operator about the tenancy arrangements. It is therefore important for a tenant to understand the terms and conditions of the agreement and the requirements of the Parks Act.

The park operator must give the following disclosure documents to a prospective tenant before a long-stay agreement is signed.

Things to check		Provided to tenant	Read by tenant
Proposed long-stay agreement	<p>This is the binding tenancy agreement with the park operator. Make sure that all sections are completed and that you understand all the terms and conditions.</p> <p>The agreement must meet certain requirements under the Parks Act – see Part 2 about the long-stay agreements for more information.</p> <p>If you enter into a long-stay agreement after 31 January 2022 your agreement must be in the standard form contained in the Regulations.</p>	<input type="radio"/>	<input type="radio"/>
Information booklet	The information booklet (i.e. this document) is a guide for tenants about park living and the laws that apply. You should read this before signing a long-stay agreement as it contains important general information about park living.	<input type="radio"/>	<input type="radio"/>
Disclosure statement	The disclosure statement sets out useful information for tenants about the particular residential park and includes additional detail about any proposed changes for the park (e.g. if and when new facilities are planned), the park liaison committee and worked examples showing how rent variations will apply.	<input type="radio"/>	<input type="radio"/>
Park rules	<p>These are the rules of conduct for living in the park. It is important that you understand these rules, agree to them and are certain that you will be able to abide by them.</p> <p>See Part 4 for more information about park rules.</p>	<input type="radio"/>	<input type="radio"/>
Property condition report	<p>This document records the condition of the property at the start and end of a tenancy. You will need to check that you agree with the report.</p> <p>See below for more information about the rules about property condition reports.</p>	<input type="radio"/>	<input type="radio"/>
Written schedule of all fees and charges	<p>This should include all fees and charges payable to the park operator. Make sure that you understand these before signing the agreement.</p> <p>The Parks Act includes rules about the types of fees that can be charged – see Part 3 for more information.</p>	<input type="radio"/>	<input type="radio"/>

Voluntary sharing arrangement (exit fees)

If your agreement contains a 'voluntary sharing arrangement' (exit fee), the park operator must also provide you with a document explaining how the arrangement operates, including examples of how it will apply to you. The Form RP2B - Voluntary Sharing Arrangement Examples form can be downloaded at www.dmirs.wa.gov.au/parks-publications

Property condition report

The property condition report records the condition of the home or site at the start and end of a tenancy. If you have an on-site home agreement, the report will assess the condition of the rented site and relocatable home. If you have a site-only agreement, the report will assess the condition of the rented site. The park operator must complete the property condition report and give two copies to the tenant before the agreement is signed.

Within seven days after the tenant takes up occupation of the premises, the tenant must complete those parts of the property condition report that record the tenant's opinion of the condition of the property at the start of the tenancy and provide a copy of the report to the park operator. As soon as possible after the agreement ends, the park operator and tenant must each complete those parts of the property condition report that record their opinion of the condition of the property after the termination of the agreement and provide a copy of the report to the other.

Timeframe for giving documents

If the agreement is a site-only agreement, then all the disclosure documents in the above table must be provided at least five business days before the tenant signs the agreement.

If the tenant's home is an easily moveable licensed vehicle, the tenant can waive the five-day requirement for a site-only agreement.

If the agreement is an on-site home agreement then the five-day requirement does not apply.

Important

Make sure you:

- receive all the documents;
- read everything;
- understand what you are agreeing to; and
- understand how the laws about park living apply to you.

Get advice if you do not understand something. If you need more time to make a decision, ask for it.

Keep the documents in a safe place in case you need to refer to them later.

Cooling-off period – site-only agreements

A cooling-off period applies to site only agreements. This allows a tenant to withdraw from the agreement after signing it, without giving a reason.

The timeframe for this cooling-off period depends on whether the park operator has given the tenant all the documents listed above (disclosure documents) before the agreement has been signed.

- Tenant is given the disclosure documents at least five days before the agreement is signed – cooling-off period is five working days after the date of the agreement.
- Tenant is not given the disclosure documents at least five days before the agreement is signed, but is later given the documents – cooling-off period is 10 days from the date the documents are given to the tenant; and
- Tenant is not given the disclosure documents – the cooling-off period is ongoing.

If the tenant takes up occupancy of the site then the cooling-off period no longer applies.

A cooling-off period does not apply to an on-site home agreement.

Purchasing a home

If you are buying a relocatable home, the agreement for the purchase of the home will be separate to the long-stay agreement.

In some cases the park operator will be selling the home as part of a package – you should check the sale contract carefully and make sure you understand what happens if you decide not to move into the park.

If you are buying the relocatable home from an existing tenant, the seller must give you a 'Form RP2C - Buyer Disclosure Notice' which sets out important information about the home and the park. If you plan to leave the home on the site and live at the residential park, any sale agreement will be conditional on you entering into a long stay agreement with the park operator.

This means that the sale contract has no effect if a long-stay agreement is not made.

You need to make sure that you have checked the condition of the home and are happy that it meets your requirements. You may be required to remove your home at your own cost when the agreement ends. The moving costs may vary depending on the condition and size of your relocatable home. You may also be required to find a site in another residential park to relocate your home to. These are matters you may want to consider before purchasing a relocatable home.

The *Caravan Parks and Camping Grounds Act 1995 (WA)* requires a park operator to obtain a licence from the Local Government to operate the residential park. The *Caravan Parks and Camping Grounds Regulations 1997* set out minimum planning requirements for parks including road widths, setbacks and distances between dwellings. The park's home dwellings must be constructed in accordance with specific building requirements that comply with the Building Code of Australia.

Park homes are manufactured off-site by third parties and then transported to the residential park to be assembled and installed. As park homes must be relocatable, they are not built from typical brick and tile materials but are manufactured using lighter materials such as vinyl or metal clad foam panels. As a result, park homes can be less durable than traditional houses with the Australian Taxation Office classifying park homes with an asset life of 20 years.

Get advice

If you are unsure and need to clarify anything in the long-stay agreement speak to the park operator, Consumer Protection, a lawyer or an independent trusted advisor.

It is important that you obtain the answers to any questions you have **before signing the agreement.**

2. The long-stay agreement

The long-stay agreement must be in writing and comply with the Parks Act. You should read the agreement and make sure that you understand all of your rights and obligations before you sign it.

Standard terms

The Parks Act includes a set of standard terms that apply to all long-stay agreements (regardless of when the agreement was signed). The parties cannot vary or 'contract out' of these terms. From 31 January 2022, all agreements incorporate these standard terms, which means you and the park operator must comply with these terms during the course of your agreement.

The standard terms cover a number of matters common to all types of tenancies, including:

- the tenant must be given vacant possession of the premises;
- the tenant has a right to quiet enjoyment of the premises;
- limits on the park operator's right of entry to the premises;
- rules about locks and security;
- obligations of both the park operator and tenant for cleanliness and repair;
- responsibility for damage to the premises;
- urgent repairs; and
- payment of rates and taxes by the park operator.

If a clause in a long-stay agreement is inconsistent with a standard term then the clause will be void and of no effect.

Particulars for your agreement

The long-stay agreement will also outline details that are specific to your agreement, for example:

- information about the park and the site, including details of shared premises and facilities;
- names and contact details for the park operator and tenant;
- number of people who may live at the premises;
- the term of the agreement – whether it is periodic or fixed term, the length of any fixed term and any options to renew;
- rent and variation of rent;
- other costs payable under the agreement; and
- whether a tenant can sublease or assign their rights under the agreement.

You should look at these particulars carefully and make sure that you agree with them.

If you are not happy with any of the particulars you should contact the park operator and discuss whether they are negotiable.

Non-standard terms

A long-stay agreement may also include non-standard terms or special conditions. You should look at these terms very carefully and make sure that you understand them and agree to them. If you need to, seek professional advice.

If you are not happy with a non-standard term you should contact the park operator to negotiate.

If a non-standard term is inconsistent with the Parks Act it will be void and of no effect.

Standard forms

All long-stay agreements entered into after 31 January 2022 must be in a standard form.

There are two standard form long-stay agreements – one for on-site agreements and one for site-only agreements.

A copy of the standard form long stay agreements can be found at:

www.dmirs.wa.gov.au/parks-publications

Key things to check

Make sure the long-stay agreement includes:

- the standard terms and is in the standard form (if required); and
- all the particulars.

Make sure that you understand everything in the agreement including:

- whether the agreement is periodic or for a fixed term and the length of the term;
- the amount of rent and other costs, including any costs you may have to pay if you sell the home;
- the facilities and services provided; and
- any non-standard conditions.

Keeping the paperwork

The park operator must make sure the tenant is given a copy of the signed long-stay agreement. The tenant should keep the agreement, the disclosure documents, any other documents provided by the park operator and all receipts in a safe place.



3. Costs of living in a residential park

There are often a number of ongoing costs that must be paid under a long-stay agreement, in addition to the cost of purchasing a home. You should look at these costs carefully and make sure you will be able to afford them now and into the future.

Security bonds

In some cases a park operator will ask you to pay a security bond to cover any costs you may be liable for at the end of a tenancy, such as damage you caused to property or chattels, outstanding water usage charges or unpaid rent.

The bond cannot be more than four weeks' rent. Also, if your lease allows you to keep a pet capable of carrying parasites that can affect humans, such as cats, birds or dogs, you may be asked to pay a pet bond amount of no more than \$260. This amount covers the cost of fumigation at the end of the tenancy and is consistent with the amount that can be charged under residential tenancy arrangements. A pet bond cannot be charged for assistance dogs.

When you or another tenant pays the bond, the park operator must immediately issue a receipt. The receipt must show the name of the person who paid, the amount paid, the date of payment and the address of the rental premises.

The park operator must deposit the bond with the department's Bond Administrator as soon as possible and in any event within 14 days of receiving it.

The Bond Administrator will send you and the park operator a record of the payment directly from the department. If you do not receive this record in the first few weeks of moving in, please contact the Bond Administrator on 1300 30 40 54.

See [Part 11](#) for information on the return of your bond at the end of your agreement.

Rent

One of the most important obligations of a tenant under a long-stay agreement is the requirement to pay rent. In most cases the rent will be payable in advance.

The park operator cannot:

- ask for more than two weeks' rent in advance;
- overlap the rental pay periods – rent should not be asked to be paid until the period covered by the previous payment has finished; or
- ask for a post-dated cheque for rent (a cheque dated for a time in the future).

Receipts and records of rent

If the rent is paid by electronic transfer into an account at a bank, building society or credit union, the park operator does not have to give you a receipt as the bank record is sufficient.

If you pay rent directly to the park operator by cash or cheque, they must give you a receipt within three days of it being received. The rent receipts must show your name as the tenant, the date the payment was received, the amount paid, the address of the rental premises and the rental period covered by the payment.

The park operator must keep a record of all rent paid and you should keep all the receipts, just in case there is ever a disagreement about rent payments in the future.

Varying rent

Long-stay agreements will often include provisions allowing for rent to be increased or varied during the term of the agreement. The following types of review method might be included:

- review based on change in the Consumer Price Index (CPI) – this means that your rent will change in line with any changes to the CPI, for example, if the CPI increases by 1.5 per cent your rent will increase by 1.5 per cent;
- a percentage increase – for example, 3 per cent per annum; or
- an increase by a specific amount – such as \$10 per annum.

The Parks Act sets out rules for how and when rent may be varied. Different rules apply depending on the type of long-stay agreement and when it was entered into.

In all cases, a park operator must give 60 days' written notice of a proposed rent increase, setting out details of proposed rent and when it will begin.

There must be a minimum period between rent variations or increases of:

- 12 months for site-only agreements; and
- six months for on-site home agreements.

A shorter period can apply for the first rent variation if the park operator reviews rent in accordance with a set schedule and has given the tenant notice of the schedule before the agreement was entered into.

Long-stay agreements entered into from 31 January 2022

Rent can only be increased if the long-stay agreement includes a clause allowing for rent variation. A rent variation clause must:

- set out a single basis for calculating the rent on the review date – for example, a set amount, a percentage increase or a change based on any change to the consumer price index (CPI) – different methods can be used for different dates;
- not prevent rent from decreasing if the method of calculating rent results in lower rent for example, if the CPI decreases; and
- not provide for calculation of rent based on current market rent.

Long-stay agreements entered into before 31 January 2022

On-site home agreement:

- fixed term - the rent can only be increased during the term if the agreement provides for an increase; and
- periodic - does not need to include a rent variation clause, the park operator can simply give notice of a rent increase (unless the agreement limits this right).

Site-only agreements:

- fixed term and periodic - rent can only be increased if the long-stay agreement includes a clause allowing for rent variation;

- a rent variation clause must set out a single basis for calculating the rent on the review date – for example, a set amount, a percentage increase or a change based on any change to the consumer price index (CPI) – different methods can be used for different dates; and
- a rent variation clause must not prevent rent from decreasing if the method of calculating rent results in lower rent for example, if the CPI decreases.

Calculation of rent variation based on current market rent is permitted only for long-stay agreements entered into before 31 January 2022. When reviewing the rent the park operator must take into account a report from a licensed land valuer.

Disclosure about rent variation

The disclosure statement provided must set out examples of how the rent review provisions will apply. These examples are intended to show you how rent may change in the future.

Check the details in the disclosure statement and ask the park operator for further information if you need to.

Important

Make sure you understand how much rent is payable under the long-stay agreement and when and how rent may be increased. You need to be certain you will be able to afford the rent in the future.

Other permitted costs

You can only be charged additional costs (other than rent or a bond) during the tenancy if the costs are permitted under the Parks Act and are set out in the long-stay agreement.

The following costs are permitted under the Parks Act;

- an option fee - this is an amount of money that indicates the genuine intent of a person to enter into an agreement with the park operator. However, the option fee must be refunded or applied towards rent once the tenancy begins;
- visitor fees, but not for a bona fide carer;
- payment for consumption of utilities (water, electricity, gas and telephone), if separately metered;
- fees or charges for internet access provided to the residential park;
- fees for the following services – gardening, storage, cleaning of gutters on the tenant's relocatable home and servicing of an air conditioner used by the tenant;
- fees for additional parking spaces provided to the tenant;
- the cost of a replacement key, remote control entry device or other security device, if required; and
- fees under voluntary sharing arrangements (see details below).

See the Regulations for the full list of permitted fees www.legislation.wa.gov.au

Utilities (electricity, gas, water etc.)

Sometimes the amount you pay in rent will include your utility costs (e.g. water, gas, sewerage and electricity) and fees for other services (e.g. garden maintenance). Sometimes these costs will be charged separately to the rent. For utilities, a tenant can only be required to pay the park operator for their consumption if there is a separate metre for the utility.

Any fee for a service or a facility must be charged on a cost recovery basis or be reasonable in the circumstance.

The following fees cannot be charged to a long-stay tenant:

- the costs of preparation of the long-stay agreement; and
- 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.

If you are uncertain about any fees or charges you are being asked to pay, contact Consumer Protection on 1300 30 40 54.

Voluntary sharing arrangements (exit fees)

Some long-stay agreements include provisions about exit fees or other types of voluntary sharing arrangements.

These types of arrangements vary, but may involve the following:

- the deferral of part of the rent - which is then paid to the park operator if the home is sold or removed from the site; or
- an arrangement between the park operator and a long-stay tenant who owns their home, where the initial cost of a park home is reduced in return for the operator receiving a share of the sale price when the home is sold; or
- the payment of an exit fee to the park operator if the home is sold or removed from the site.

There are restrictions about when a voluntary sharing arrangement can be agreed to as part of a long-stay agreement. Generally, it will only be permitted when a tenant first enters into an agreement with a park operator.

If an operator wishes to offer a voluntary sharing arrangement at the time of renewal or extension of an agreement with an existing tenant – the operator must also offer a ‘rent-only’ agreement. This might be an agreement to pay a higher rent, but with no voluntary sharing arrangement. In most cases, the park operator will also have to offer a ‘rent only’ agreement to an incoming tenant if an existing tenant is selling their home on-site.

The park operator must provide you with a document showing how the sharing arrangement will apply in relation to your long-stay agreement before it is entered into.

Below is an example of how a voluntary sharing arrangement may operate if you purchase your relocatable home for \$300,000 and agree to pay an exit fee to the park operator that is 10 per cent of your relocatable home's sale price, in return for an \$80 reduction in rent per week during your tenancy. The amounts in Columns A to D show the exit fee you would pay depending on whether your home is sold in the first, fifth, 10th, or 15th year of the lease.

The last row shows the total amount of rent reduced (at \$80 per week) over the tenancy, depending on which year of the lease your relocatable home is sold.

		Amount payable by tenant when relocatable home is sold based on 10 per cent exit fee			
		Column A 1 year	Column B 5 years	Column C 10 years	Column D 15 years
Home purchase price \$300,000	Sale price is unchanged \$300,000	\$30,000	\$30,000	\$30,000	\$30,000
	Sale price is \$330,000	\$33,000	\$33,000	\$33,000	\$33,000
	Sale price is \$270,000	\$27,000	\$27,000	\$27,000	\$27,000
Total of amount of rent reduced based on a rent reduction of \$80 per week		\$4,160	\$20,800	\$41,600	\$62,400

The above example demonstrates that if you sell your home in the first year, the amount you pay in exit fee (\$30,000) is much greater than the amount you save in rent (\$4,160). However, if you sell your home after 10 or 15 years, the amount you save in rent over time is greater than the amount you have to pay in exit fees. Therefore, when considering a voluntary sharing arrangement you may want to think about how long you intend to stay in the park.

Important

The fees under a voluntary sharing arrangement can be significant so you need to understand how much they might be.

If you are uncertain about how a voluntary sharing arrangement applies, contact Consumer Protection on 1300 30 40 54.

Fees on the sale of a home

Other fees may be payable on the sale of a home including:

- fees to a selling agent (either the park operator or another agent) - including commission and incidental expenses (see [Part 5](#) on sale of a home for more detail); and
- if the park operator is not the selling agent - reasonable costs incurred because the long-stay tenant is selling a home, including costs for screening the suitability of a prospective tenant.

A park operator is not permitted to charge a sale commission if a voluntary sharing arrangement is in place under the long-stay agreement.



4. Living in a park

Once you are living in a park there are certain ongoing rights and obligations that will apply to you, other tenants and the park operator.

Your rights

While you live in a residential park you have a right to:

- Privacy and quiet enjoyment of your home and park facilities;
- Reasonable access to all common areas;
- Be given receipts for any rent or money you pay;
- Be a member of the Park Liaison Committee (if any);
- Security of tenure (your agreement can only be terminated on limited grounds set out by law – see [Part 7](#));
- Live in a community that is clean, well maintained, reasonably safe and secure;
- Be given at least seven days' notice of a change to park rules (see below);
- Sell your home onsite (if you own the home) and appoint a selling agent; and
- Compensation from the park operator if your tenancy agreement is terminated in certain circumstances.

Who is responsible for cleanliness, repair and maintenance?

At the start of a tenancy, the park operator must ensure the rented premises are habitable, clean and in good repair. The park operator must also maintain the shared premises in a reasonable state of cleanliness and repair and comply with other laws that apply to the park including health and safety laws.

During a tenancy, a tenant who rents:

- **a site only** is generally responsible for keeping the rented site and the exterior of their own caravan or park home in a reasonable state of cleanliness and repair so it is fit to live in; or
- **a site and a relocatable home** is generally responsible for keeping the rented site and both the exterior and interior of the caravan or park home in a reasonable state of cleanliness.

The following table provides a quick reference to the information in this section. It is not a complete list and some responsibilities will depend on your particular circumstances and the agreed details of your tenancy agreement.

Generally, as a park home tenant you are responsible for:	Generally, the park operator is responsible for:
Cleanliness	
Keeping the rented site and the home on the site in a reasonable state of cleanliness.	Ensuring any rented premises are habitable, clean and in good repair at the start of the tenancy. Maintain the shared premises in a reasonable state of cleanliness.
Maintenance	
General garden maintenance of your premises (such as mowing, weeding, light pruning).	Major garden maintenance (such as tree lopping, maintenance of fire breaks). Provision and maintenance of sprinklers etc.
Reporting any damage to rented premises or the exterior of the premises to the park operator as soon as possible, but within three days.	Major repairs to the park and maintaining contents provided as part of the tenancy, such as refrigerator, washing machine and air conditioner.
Pest infestations such as fleas caused by your pets. Prevention of pests by proper storage of food, and by using sprays and baits.	Pest and vermin control such as rats, mice, termites.
Putting bins out and rubbish removal.	
Repair:	
Carpet stains and burns, breakages etc.	Keeping sites, caravans or park homes and shared premises in a reasonable state of repair having regard to the age, character and prospective life of the premises. The park operator must also comply with all relevant building safety and health laws (such as pool fencing).
Loss or damage to your personal property unless caused by the park operator/manager or a problem with the premises.	Repair of damage to the property caused by a third party or events outside your control (such as break-ins or traffic accidents).
Obtaining the park operator's consent to make alterations or additions to a site or a rented park home (unless agreement states otherwise or when necessary to prevent family violence)	Ensure any urgent repairs are carried out by a suitable repairer as soon as possible.

Generally, as a park home tenant you are responsible for:

Generally, the park operator is responsible for:

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

Urgent repairs

Notify the park operator if urgent repairs are required (e.g. gas leak, electrical fault, sewerage issue, supply of hot water or broken stove) and arrange for an urgent repair if the park operator fails to do so.

Reimburse a tenant as soon as possible for any urgent repair carried out by the tenant in accordance with the legislation.

If the park operator fails to compensate a tenant who undertakes urgent repairs, the tenant may seek an order for compensation from the SAT.

IMPORTANT: Before signing an agreement, check to see who is responsible for cleanliness, maintenance and repair of the rented premises and the exterior of an on-site home as this may be negotiable.

Any work carried out by a park operator in order to meet their maintenance and repair obligations must be carried out:

- as soon as is reasonably practical and in a way that minimises disruption to long-stay tenants;
- at an appropriate standard, having regard to the age, character and prospective life of the premises; and
- if work is to be carried out on the tenant's premises, the park operator must comply with certain requirements in terms of entry time and notice (see below).

Alterations or additions to a park home or site

Unless the agreement states otherwise or when necessary to prevent **family violence** (see 'Tenants affected by family and domestic violence'), a tenant can only make alterations or additions to a site or a rented park home or caravan with the consent of the park operator. This may also include the exterior of the tenant's own dwelling, if a site-only agreement contains such a requirement (e.g. the addition of an annex).

The Parks Act provides that a tenant of a rented park home can fix furniture or other items to the walls of their home for the purpose of ensuring the safety of a child or a person with a disability. The tenant must still obtain the park operator's consent in these circumstances but the park operator can only refuse consent if fixing the furniture or item to the wall would disturb a material containing asbestos.

NOTE: It is unlawful for a park operator to unreasonably withhold consent to make alterations or additions to a site or a rented park home. If there is a dispute, the SAT can determine whether the park operator has acted reasonably.

Park operator's right of entry

A park operator can enter the tenant's premises if the tenant agrees or in an emergency.

If it's a requirement of law	<ul style="list-style-type: none">• at least 24 hours' written notice
To inspect the premises	<ul style="list-style-type: none">• at least seven days' and not more than 14 days' written notice
To carry out repairs or maintenance	<ul style="list-style-type: none">• least 72 hours' written notice
To show the premises to buyers	<ul style="list-style-type: none">• reasonable written notice
To collect rent	<ul style="list-style-type: none">• no more than once a week

The terms of the standard long-stay agreement also allow the park operator to enter the tenant's premises in the circumstances listed in the table below, provided the park operator enters the premises at a reasonable time (between 8am and 6pm on a weekday or 9am to 5pm on a Saturday) and gives the tenant the appropriate amount of notice:

IMPORTANT: A park operator can't enter premises to collect rent more than once a week and can't inspect the premises more than four times in any 12-month period.

The park operator must compensate the tenant for any damage caused when entering the tenant's property.

Relocation

Your agreement may permit the park operator to relocate you to another site in the residential park if it's reasonably necessary to do so. In these circumstances, the park operator can only relocate you to a site comparable to your current site and must pay you compensation for any financial loss resulting from the relocation including the following costs:

- transporting possessions to the other site;
- disconnecting utilities and services to the home; and
- erecting and establishing the relocatable home on the other site, including landscaping.

You should speak to the park operator about your relocation costs and agree on the amount of compensation payable to you. If you cannot agree, you can apply to the SAT to determine your compensation.

Major changes to your tenancy

From 31 January 2022, park operators have an ongoing disclosure obligation to give tenant's written notice of any arrangement that is reasonably likely to occur that might materially (or significantly) affect the tenancy. Examples of material changes include:

- a sale or redevelopment of the residential park;
- a change in a requirement of a licence a park operator is required to hold that impacts the tenant's use of the park; and
- a change in the use of the land.

The park operator must give the tenant written notice stating how the tenancy will be impacted, as soon as possible after the operator becomes aware of the material change.

Park rules

Park rules are rules of conduct specific to individual parks. The Regulations set out the type of park rules that must be made about the site, park or shared premises. These include rules about:

- restrictions on the making of noise
- office hours
- parking of motor vehicles
- cleaning of gutters
- the conduct and supervision of children
- the use and operation of common facilities
- use and operation of shared premises
- storage of goods by tenants
- tree maintenance
- emergency procedures
- keeping of pets.

Important

a copy of the park rules must be provided to you with your proposed long-stay agreement. You should read and understand the park rules before you sign your agreement.

You can apply to the SAT for an order if you believe a park rule:

- is not fair or reasonable;
- requires you to undertake significant works (unless the works are required for health and safety);
- is not clear; or
- does not comply with the Regulations.

Changing park rules

The park operator must give you written notice of any proposed change to the park rules at least 28-days before the change comes into effect. Below is a summary of the 28-day consultation process:

First notice	<ul style="list-style-type: none">• park operator to give tenants first notice of change before amendment is to come into effect.• notice to be in an approved form.
Feedback	<ul style="list-style-type: none">• tenants to provide written comments or objections within 14 days of the notice.• park operator has 14–28 days to consider feedback by tenants.
Objection	<ul style="list-style-type: none">• if tenants from 10 per cent of the long-stay sites object to the change, the park operator must consult with the park liaison committee (if there is one).
Final notice	<ul style="list-style-type: none">• as soon as practicable after consultation the park operator must give a second notice advising of final version of the change.• the change will come into effect seven days after the final notice.

Note

The above consultation process does not apply if the proposed change is required to comply with legal requirements (e.g. health and safety requirements).

Park liaison committee

The objective of the park liaison committee is to assist the park operator to maintain and improve the lifestyle and wellbeing of tenants. Specifically, the park liaison committee's functions are to advise and consult with the park operator about the following matters:

- the preparation of park rules and changes to the rules;
- development of guidelines for the standards of behaviour applicable to the tenants of the residential park; and
- development of policies for the improvement and maintenance of the natural environment and amenities of the park.

The committee is also required to assist the park operator to make sure the park rules are followed by tenants and to resolve disputes between tenants or between tenants and the park operator.

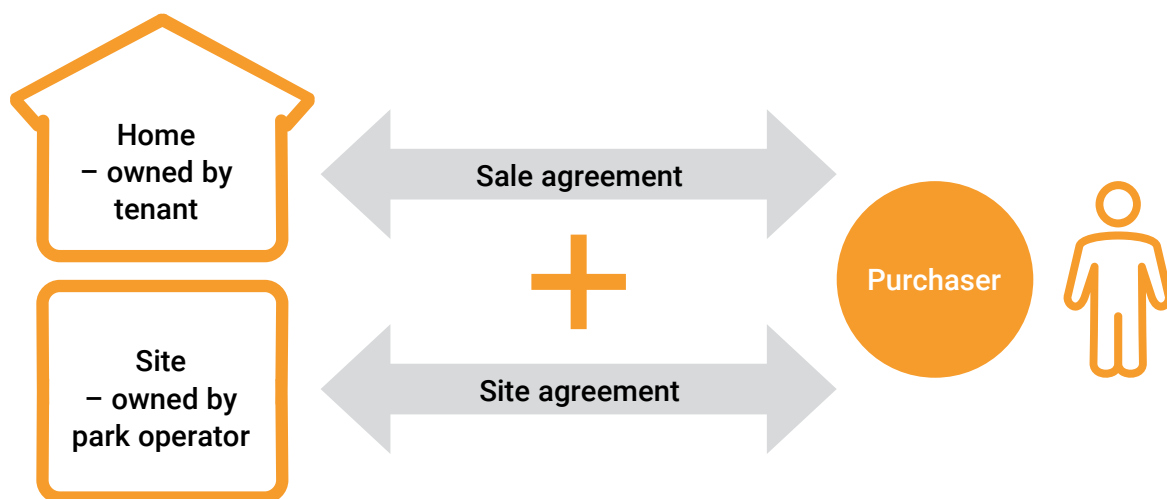
The park operator must form a park liaison committee if the park has 20 (or more) long-stay sites and the majority of tenants in the park vote to ask the park operator to form the committee.

Below is a summary of the process for forming a committee:

Notice	<ul style="list-style-type: none">• park operator to give tenants at least 14 days' notice of meeting.
Voting	<ul style="list-style-type: none">• voting can be done by show of hands at the meeting or written ballot.
Written ballot	<ul style="list-style-type: none">• if voting by written ballot park operator to give one ballot paper to each long-stay site.• ballot paper to state purpose, closing date (7-14 days) and how to return the paper.
Proxy	<ul style="list-style-type: none">• if a tenant can't attend a meeting they can appoint a proxy and advise the park operator of the proxy.• one tenant per long-stay site may cast a vote.

The committee must have at least one tenant representative and at least one representative of the park operator. The committee must also have more tenant representatives than park operator representatives. If the residential park has 100 long-stay sites or less, then there can be no more than five tenant representatives on the committee. However, if the residential park has more than 100 sites, there can be up to eight tenant representatives. The park operator must hold a vote to form a committee at least once every five years but no more than once a year. Below is a summary of the voting process for electing committee representatives:

Nomination	<ul style="list-style-type: none">• tenants may nominate themselves or someone else.• <100 sites - up to five tenant representatives.• >100 sites - up to eight tenant representatives.
Selection	<ul style="list-style-type: none">• if more than the maximum number of tenants are nominated a vote is to be held at a meeting.
Voting	<ul style="list-style-type: none">• park operator to give 14 days' notice of meeting to elect tenant representatives.• one tenant per long-stay site can cast a vote.• voting to be done by show of hands unless majority agree to a secret ballot.
Tied result	<ul style="list-style-type: none">• if two or more nominees receive the same number of votes, another vote is to be held between those nominees.• if outcome is still a tie, the member is to be elected by random draw.



5. Selling a park home

Selling a home in a residential park is different to a normal sale of real estate. There are two transactions that need to take place:

- the outgoing tenant (the seller) sells the home, but not the underlying right to live on the site in the park; and
- the park operator owns the site on which the home is located and grants the purchaser the right to live at the site under a long-stay agreement.

It is also important to understand a park home is a depreciating asset, this may mean the price for which you can sell the home will be lower than the price at which you purchased it. The sale price can also be affected by market conditions in a similar way to normal property transactions.

Sale process

A tenant who wishes to sell their home while it is in place at a residential park must first advise the park operator. A tenant may decide to appoint an agent (see below for further details).

A 'for sale' sign may be displayed, but it must comply with any terms of the tenancy agreement or park rules reasonably restricting the size or placement of a 'for sale' sign'.

A seller (or their agent) must give a potential buyer a purchase disclosure notice in the approved form – this notice lets the buyer know they are purchasing the home only and must separately negotiate a long-stay agreement with the park operator if they wish to keep the home on-site and live at the park.

The *buyer disclosure notice* can be found at www.dmirs.wa.gov.au/parks-publications

If the buyer intends to use or occupy the home at the residential park, then the sale contract is conditional on the buyer entering into a long-stay agreement with the park operator or the assignment of the seller's rights under the existing long-stay agreement to the buyer. This means the sale contract will have no effect if the buyer cannot make an agreement to live at the park.

The park operator must comply with the usual disclosure obligations when entering into a new long-stay agreement or assigning the seller's interests in an agreement to the buyer – see [Part 1](#) on disclosure documents.

A park operator is prohibited from hindering or obstructing the sale of a home and cannot unreasonably refuse to enter into an agreement with a buyer. However, a park operator may refuse to enter into an agreement on reasonable grounds, for example, if the buyer does not meet the criteria for tenants entering the park, such as age requirements. If a park operator refuses to enter into a long-stay agreement with a buyer, the tenant can make an application to the SAT.

Under the Parks Act a buyer has 60 days to enter into a long-stay agreement before the sale contract ends (unless the seller and buyer agree to another period or an application is made to the SAT).

Appointing a selling agent

A tenant is not required to nominate the park operator as the selling agent for the sale of the park home. If a tenant chooses to use the park operator as the selling agent, the operator does not have to be a licensed motor vehicle dealer or real estate agent. A park operator is not permitted to charge a sale commission if a voluntary sharing arrangement is in place under the long-stay agreement (see [Part 3](#)).

Any person who is nominated as the selling agent must enter into a written selling agency agreement which includes the following details:

- the home and residential park;
- the period for which the selling agency agreement is to apply;
- the services that the agent will provide; and
- any sales commission or incidental expenses and how they are to be calculated.

If a selling agency agreement is not in place, the agent cannot receive a sales commission or other payment for selling a relocatable home.

No commission is payable if the home is not sold or is sold by means other than the selling agent's efforts.

If a selling agent receives money under the selling agency agreement for the sale of a home (other than the agent's commission) this money must be deposited in a trust account.

Assignment

Some long-stay agreements will allow a tenant to assign their interest in the agreement to a buyer. Check your long-stay agreement to see if this applies and whether the consent of the park operator is required. If park operator consent is required to an assignment then the operator cannot unreasonably withhold consent.

What happens if it takes a long time to sell the home?

It may take some time to sell a park home. A number of matters can influence this, including general market conditions and the number of other park homes available for sale.

You may be required to keep paying rent until you have sold the home, even if you are not living in it. Check the long-stay agreement to see if there are any special conditions that apply on the sale of a home.



6. When things go wrong: disputes and resolution

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 with the park operator and coming to a resolution that suits both parties. Any agreement should be in writing and signed by all parties.

Types of disputes

Disputes in residential parks can arise between tenants or between a tenant and the park operator. Disputes can relate to a range of matters including disputes about the tenancy agreement (e.g. rent) and any breach of the agreement or about the behaviour of the park operator, the tenant or other tenants in the park (e.g. noise).

Breach of the tenancy agreement

Disputes can arise if either the park operator or tenant claim the other party have breached a term of their tenancy agreement.

Overdue rent

If a tenant fails to pay rent on time, they will be in breach of their rental agreement. If a tenant cannot pay rent on time, they should discuss their financial situation with the park operator and try to come to an agreement regarding the outstanding rent.

If a tenant is in dispute with a park operator they should not withhold paying rent as this could be considered a breach of their agreement.

If an agreement cannot be reached, the park operator may issue the following notices.

Default notice - alternative one

The day after the rent is due a park operator can issue a *Default Notice for Non-Payment of Rent* to a tenant. This form gives a tenant 14 days to get up-to-date with the rent.

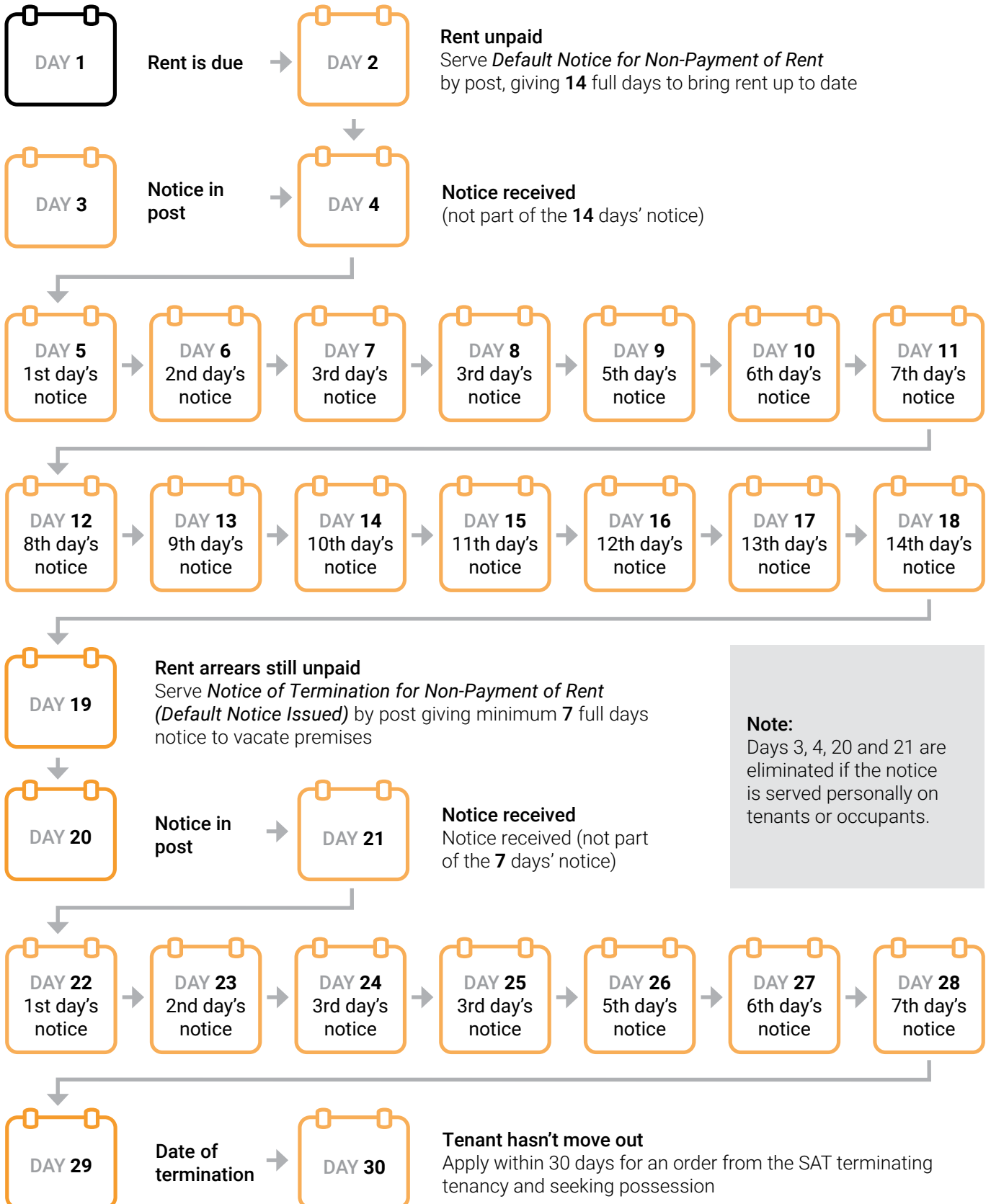
If some rent remains outstanding 14 days after the *Default Notice for Non-Payment of Rent* is issued, a park operator can issue a *Termination Notice for Non-Payment of Rent (Default Notice Issued)* to a tenant, available via www.dmirs.wa.gov.au/parks-publications. This notice ends the agreement and gives a tenant seven days to vacate the premises. If a tenant does not vacate the premises on the required date, a park operator may apply to the SAT for an order to terminate the agreement and allowing the park operator to take possession of the agreed premises.

Note

Once a termination notice is given and a tenant, with a poor history of paying rent on time, gets up-to-date with the rent, a park operator can still apply to the SAT for an order to terminate the agreement and granting possession of the agreed premises.

Flow chart 1

Overdue rent - Alternative one. Below summarises the default notice option.



Termination notice - alternative two

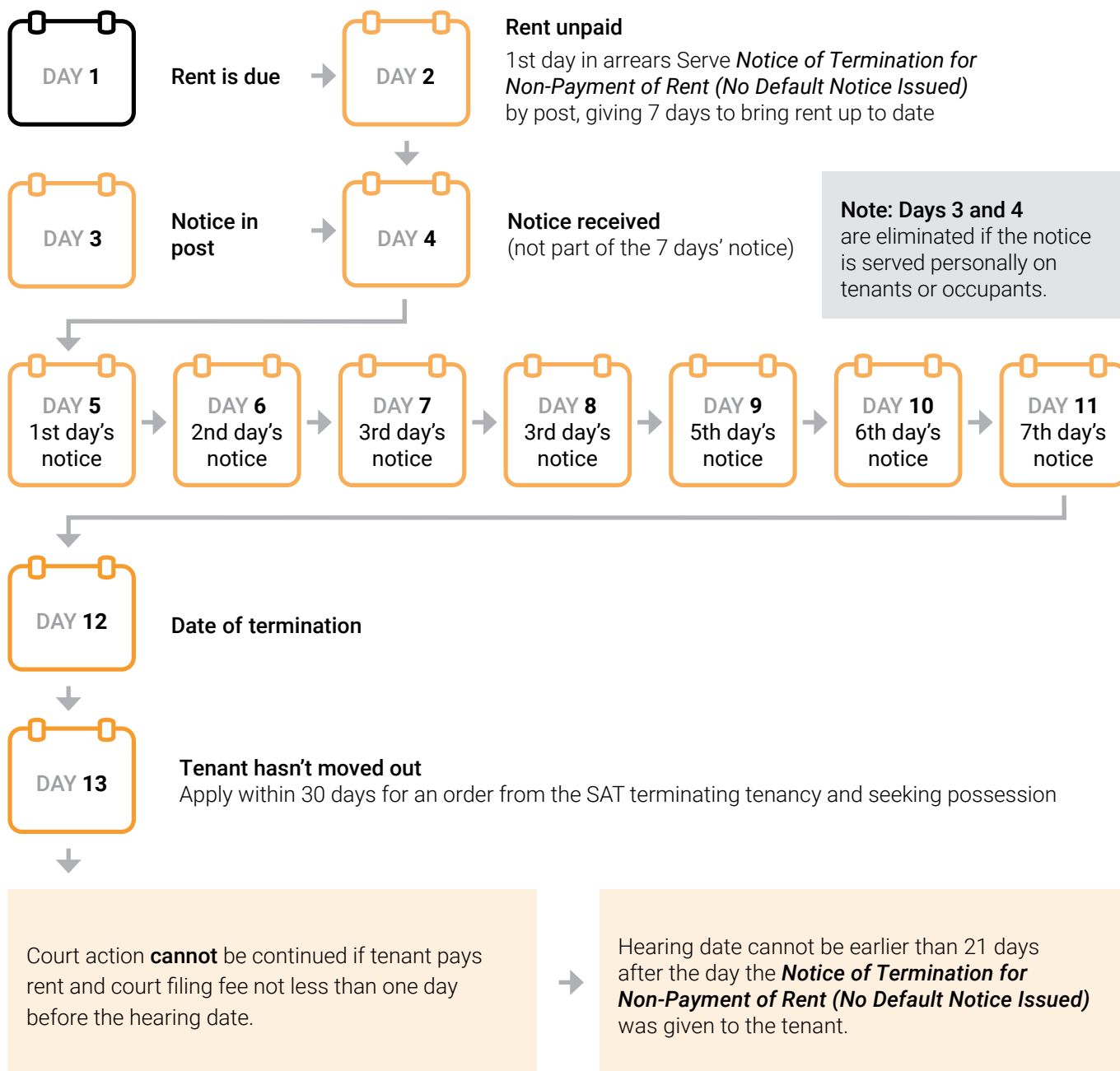
If a park operator wants to obtain outstanding rent as quickly as possible, alternative two may be the most appropriate option.

The day after the rent is due but is not received, a park operator may issue a *Termination Notice for Non-Payment of Rent (No Default Notice Issued)*, available via www.dmirs.wa.gov.au/parks-publications. This notice gives a tenant seven days to vacate the premises.

If some rent remains outstanding seven days after the *Termination Notice for Non-Payment of Rent (No Default Notice Issued)* was issued, a park operator can apply to the SAT for an order to terminate the agreement and for possession of the premises. However, a hearing date cannot be earlier than 28 days after the *Termination Notice for Non-Payment of Rent (No Default Notice Issued)* was issued.

Flow chart 2

Overdue rent - Alternative two. Below summarises the termination notice option.



Default and termination notices can be downloaded from the Consumer Protection website www.dmirs.wa.gov.au/parks-publications or call 1300 30 40 54.

Other breaches by tenant

Other than falling behind in rent, a park operator may also take action against a tenant if the tenant breaches any other obligation under their agreement. Obligations imposed on the tenant include:

- must not cause a nuisance in the park;
- must not use the premises for an illegal purpose;
- must not change locks without consent (exceptions apply if the tenant is a victim of family violence);
- must not add/remove fixtures without consent (exceptions apply if the tenant is a victim of family violence);
- keep the site in a reasonable state of cleanliness;
- maintain the home in a state fit for habitation;
- must not intentionally or negligently cause or allow damage to the premises; or
- must not fail to comply with the park rules.

If the tenant breaches one of the above obligations, the park operator could write a letter to the tenant, stating the nature of the problem and requiring it be fixed within a reasonable time period, for example 14 days. If the tenant does not fix the problem, a park operator could approach the park liaison committee (see below) to help resolve the dispute or alternatively take the matter to the SAT.

If the problem is of a serious nature, the park operator should first issue a *Default Notice (Reasons other than Non-Payment of Rent)*, giving the tenant a minimum 14 days to fix the problem. If the time period passes and the problem remains unresolved, the park operator can issue a termination notice - *Termination Notice (Reasons other than Non-Payment of Rent)*, giving the tenant a minimum of seven days to vacate the rented premises.

If a tenant does not vacate the premises on the required date, a park operator may apply to the SAT for an order to terminate the agreement and

for possession of the agreed premises. The SAT must be satisfied the breach is significant enough to justify terminating the agreement and may refuse to make an order if:

- the tenant has fixed the breach (but must also take into consideration any previous breaches); and
- the operator, in trying to terminate the agreement is motivated by the fact the tenant has complained to a public authority or commenced proceedings.

Park operator breaches agreement

A park operator may do something that is contrary to the agreement, such as:

- disturbing a tenant's quiet enjoyment; or
- unlawfully entering a tenant's rented premises.

A park operator could also fail to do something that the agreement requires them to do, such as:

- unreasonably withholding consent to make alterations;
- unreasonably withholding consent to sublet the premises;
- failing to ensure a tenant does not disturb another tenant; or
- failing to compensate a tenant for undertaking urgent repairs if the agreement provides for this.

In the above circumstances, it is a good idea for the tenant to write to the park operator, explaining the problem and requesting the park operator fix the problem within a reasonable time period, for example 14 days. The tenant should keep a copy of any written correspondence with the park operator.

If the park operator fails to fix the problem within the time specified in the letter, the tenant could either:

- approach the park liaison committee for assistance in sorting out the matter;
- contact Consumer Protection to attempt to have the matter conciliated; or
- apply to the SAT for an order requiring the situation to be rectified.

Dangerous or disruptive tenants

A tenant should notify the park operator immediately 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.

The park operator can also apply to the SAT to terminate the long-stay agreement if the tenant or their guest repeatedly interferes with another tenant's quiet enjoyment of the park. The SAT may terminate the agreement in these circumstances if the park operator has previously given the tenant a written notice, available via www.dmirs.wa.gov.au/parks-publications asking the tenant to stop the interference and the tenant has ignored the notice.

For more information about terminations and evictions, see the section *Ending a tenancy*.

If a resident and park operator cannot resolve a dispute themselves the following organisation may assist:

Circle Green Community Legal
(circlegreen.org.au): (08) 6148 3636

Park Liaison Committee

If the park has a park liaison committee, the committee may help to solve a problem. The committee only plays an intermediary role and does not have any decision making authority.

Consumer Protection provides a general advice service for both park operators and tenants and also provides a conciliation service for tenants. This service is free.

A tenant can also make a complaint to Consumer Protection if they have evidence or a reasonable belief a park operator has not fulfilled their obligations under the legislation or committed an offence. Examples of offences include, failing to lodge a security bond with the Bond Administrator and failing to provide the disclosure information outlined in [Part 3](#). Consumer Protection can investigate the complaint and in some cases can take action against a park operator. See *Useful Contacts* at the beginning of this booklet for the contact details for Consumer Protection.

State Administrative Tribunal (SAT)

If a dispute cannot be resolved, either the tenant or park operator may apply to the SAT to decide the case. The SAT can resolve disputes involving:

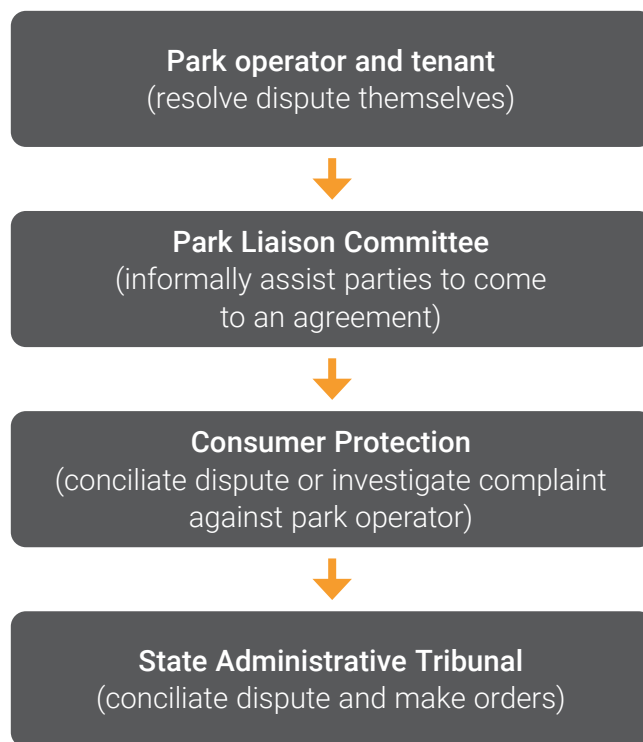
- an agreement or an option to enter an agreement; or
- an agreement authorising an agent to sell a park home or caravan on behalf of a tenant.

The SAT, which is similar to a court of law, has the power to make a binding decision in relation to a dispute. For example, the SAT can make an order that:

- requires the tenant and/or the park operator to comply with a term of the agreement;
- compensation be paid to the tenant or park operator;
- a rent increase is excessive;
- ends a tenancy agreement;
- the rent be reduced and/or paid to the 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; or
- is considered to be appropriate.

You can represent yourself at the SAT and do not need to employ a lawyer. Application costs for the SAT are relatively low so the Tribunal can be accessible to the public. See the *Useful Contacts* section of this booklet for the contact details for the SAT.

Below is a summary of the steps a tenant can take to resolve a dispute.



7. Ending a tenancy

There are a number of circumstances where either the park operator or the tenant will want to end a long-stay agreement. Different rules apply depending on the reason for ending the agreement and the type of long-stay agreement involved.

Tenant wants to end the tenancy

The following table outlines situations where a tenant may want to end a long-stay tenancy, and the minimum notice period (if lawful) and other requirements, including whether compensation is payable to a park operator.

Reason for ending agreement	Agreement type	Process
The park operator has significantly breached the agreement.	All	Tenant should contact operator to seek compliance. Application to the SAT for order, if operator fails to comply. See Part 7 in relation to breach of agreement.
Without grounds. Tenant does not specify a reason (for example, where the tenant has decided to move to another park or into aged care).	All	Tenant must provide the park operator with 21 days' written notice.
	Fixed-term	The date on which the tenant intends to end the agreement cannot be before the end of the fixed-term (without agreement of the park operator).
	Site-only	Tenant will need to arrange to remove or sell the relocatable home by the end date.
The agreement is 'frustrated'. Where the premises: <ul style="list-style-type: none"> • become uninhabitable or unusable (otherwise than as a result of a breach by the tenant); • cease to be lawfully useable as a residential park; or • are compulsorily acquired. 	All	Tenant must provide the park operator with two days' written notice.
The tenant wants or needs to break the on-site tenancy agreement due to family violence.	On-site home agreement	Tenant can give at least seven days' notice and vacate with immediate effect. Must provide a notice of termination of tenant's interest in on-site home agreement on grounds of family violence (Division 4 form) and a documented form of evidence. <i>See Tenants affected by family and domestic violence.</i>

Reason for ending agreement	Agreement type	Process
The park operator and tenant mutually consent.	All	As agreed.
If the tenant wants to sell the park home.	Site-only	Sale of the relocatable home is conditional on: <ul style="list-style-type: none"> • The park operator entering into a new agreement with the buyer; or • The tenant assigning their rights and obligations to the buyer (if permitted).

Park operator wants to end the tenancy

The following table outlines situations where a park operator is able to end a long-stay tenancy, and the minimum notice period (if lawful) and other requirements, including whether compensation is payable to a tenant.

Reason for ending agreement	Agreement type	Process	Compensation
The tenant has failed to pay rent.	All	Park operator should contact tenant to seek compliance. Park operator to provide default notice (14 days and/or termination notice (seven days)). See Part 6 in relation to breach of agreement.	To be determined by the SAT.
Without grounds. Park operator does not specify a reason.	On-site (fixed-term)	Park operator to provide notice of day the tenant must vacate the premises. The day cannot be before the end of the fixed-term.	No
	On-site (periodic)	Park operator must provide notice of the day the tenant must vacate the premises. The day must be at least 60 days after the notice is given.	No
	Site-only	From 31 January 2022 a park operator cannot terminate a site-only agreement without grounds.	N/A

Reason for ending agreement	Agreement type	Process	Compensation
<p>The agreement is 'frustrated'.</p> <p>Where the premises:</p> <ul style="list-style-type: none"> • become uninhabitable or unusable • cease to be lawfully useable as a residential park; or • are compulsorily acquired. 	All	<ul style="list-style-type: none"> • Notice required (seven days). • Application to the SAT for order terminating agreement and giving vacant possession. • The SAT to be satisfied that terminating the agreement is justified in all the circumstances. • The SAT may refuse to make termination order if satisfied that consequences of continuing the agreement would not be too much of a burden to the operator. 	<p>Periodic agreement: No</p> <p>Fixed-term agreement: Yes</p>
The tenant has significantly breached the agreement.	All	<p>Default notice (14 days).</p> <p>Termination notice (seven days).</p> <p>The SAT order if necessary.</p>	To be determined by the SAT.
The park operator and tenant mutually consent.	All	As agreed.	
If park operator wants to sell the park subject to vacant possession.	Site-only	<p>Fixed-term: 180 days' notice before termination but termination cannot occur before the end of the fixed-term.</p> <p>Periodic: 180 days' notice of termination.</p> <p>Application to the SAT for order terminating agreement and giving vacant possession. The SAT to be satisfied termination is justified in all the circumstances.</p>	Compensation for termination of a fixed-term agreement only.
	On-site	<p>Fixed-term: 60 days' notice before termination but termination cannot occur before the end of the fixed-term.</p> <p>Periodic: 60 days' notice of termination.</p>	Compensation for termination of a fixed-term agreement only.

Reason for ending agreement	Agreement type	Process	Compensation
Park to be used for another purpose.	Site-only	<p><i>If to be used for different purpose and development approval required – may only terminate if development approval has been granted.</i></p> <p>180 days' notice of termination required. However, termination cannot be before the end of the fixed term for a fixed-term agreement.</p>	
	On-site	<p><i>If to be used for different purpose and development approval required – may only terminate if development approval has been granted.</i></p> <p>60 days' notice of termination required but termination cannot occur before the end of the fixed term for a fixed-term agreement.</p>	
Vacant possession required for works.	Site-only	<p>Operator must give evidence that shows the basis upon which the works are to be carried out.</p> <p>180 days' notice of termination required. However, termination cannot occur before the end of the fixed term for a fixed-term agreement.</p>	
	On-site	<p>Operator must give evidence that shows the basis upon which the works are to be carried out.</p> <p>60 days' notice of termination required. However, termination cannot occur before the end of the fixed term for a fixed-term agreement.</p>	

Reason for ending agreement	Agreement type	Process	Compensation
Site to be used for another purpose.	Site-only	<p><i>If to be used for different purpose and development approval required – may only terminate if development approval has been granted.</i></p> <p>180 days' notice of termination – but termination cannot occur before end of fixed term for fixed-term agreements.</p>	Park operator to pay compensation because of relocation
	On-site	<p><i>If to be used for different purpose and development approval required – may only terminate if development approval has been granted.</i></p> <p>60 days' notice of termination – but termination cannot occur before end of fixed term for fixed-term agreements.</p>	
Tenant is causing damage or injury.	All	<p>Park operator may apply to the SAT for orders for termination and vacant possession.</p> <p>Termination order takes effect immediately.</p>	No

Reason for ending agreement	Agreement type	Process	Compensation
Tenant has repeatedly interfered with the quiet enjoyment of the park or other tenants.	All	<p>Park operator may apply to the SAT for an order terminating the agreement on the ground that the tenant has interfered with the quiet enjoyment of the park or other tenants.</p> <p>The SAT to determine date for termination and this date may be earlier than the last day of the fixed term for a fixed-term agreement.</p>	No
End of fixed term.	Fixed-term	<p>Operator may apply to the SAT for order terminating agreement and giving vacant possession. Agreement ends at the end of the fixed term.</p>	No
Hardship to park operator.	All	<p>Operator may apply to the SAT for order terminating agreement and giving vacant possession.</p> <p>The SAT may make order if satisfied the park operator would suffer undue hardship if required to terminate the agreement under another provision of the Parks Act.</p> <p>Termination may be before the end of a fixed-term or periodic agreement.</p>	Compensation for termination of a fixed-term agreement only.
Abandonment.	All	<p>Operator may apply to the SAT for a declaration the tenant has abandoned the agreed premises. The SAT to decide the date of abandonment.</p>	Operator entitled to compensation for any loss (including rent) incurred by the park operator as a result of the abandonment.

Notice of intention at end of tenancy

From 31 January 2022 the park operator will be required to give a tenant with a fixed-term agreement, written notice before the end of their tenancy agreement stating whether the park operator intends to renew or extend the agreement or enter into a new agreement.

For tenants who own their own home and have a tenancy agreement for two years or less, the park operator must give written notice of their intention at least 60 days before the end of the tenancy. If the tenancy agreement is for more than two years, the notice must be given at least 180 days before the end of the tenancy period. For tenants who are renting their home, the park operator must give written notice at least 60 days before the end of the tenancy period.

For fixed-term agreements already in place before 31 January 2022, if the park operator cannot comply with the notice timeframes, the park operator must give the tenant written notice as soon as practicable after the Commencement Day.

This gives the tenant an opportunity to plan and make necessary arrangements if their fixed-term agreement will come to end at the expiry of the fixed-term.

Evictions

A tenant cannot be forced out of rented premises without an order from the SAT. This applies to all tenants. 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 or agent can seek an order from the SAT to end the agreement and take possession of the premises. The order can be enforced in the Supreme Court.

If the SAT makes an order that a tenant must leave and a tenant believes they are likely to suffer hardship as a result, a tenant could ask the SAT for an order to be suspended for up to 30 days.

A park operator is never 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.

If a tenant believes there has been any such action to force a tenant to give up possession, contact Consumer Protection because such harassment and coercion may be a breach of the Australian Consumer Law and can attract significant penalties.

Compensation of a tenant

A tenant who has a fixed-term agreement is entitled to compensation if the park operator ends the agreement:

- because the park is being sold, subject to vacant possession;
- because the site is to be used for a different purpose;
- because the park is uninhabitable or unusable; or
- because the park operator is suffering hardship.

Site-only agreement - fixed term

In considering the amount of compensation payable in relation to a site-only agreement, the SAT may consider:

- 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 600km (whichever is the shorter distance);
- the cost of re-sitting the caravan or park home and connecting services; and
- the costs of establishing the new site, including landscaping.

On-site home agreement - fixed term

In determining the amount of compensation payable in relation to an on-site home agreement, the SAT may consider the cost of towing or otherwise moving the tenant's possessions to another site or up to 600km (whichever is the shorter distance).

8. Tenants affected by family and domestic violence

What is family and domestic violence?

Family and domestic violence (FDV) is a crime. It is behaviour that results in physical, sexual and/or psychological damage, forced isolation, economic deprivation, or causes the victim(s) to live in fear. It can be experienced by people of all classes, religions, ethnicity, ages, abilities and sexual preference.

Examples of criminal offences in FDV situations include assault, sexual assault, making threats to a person's safety, stalking, damaging or stealing property, harming a person's pet and breaching restraining orders.

In many cases, the affected tenant(s) and the perpetrator may live together, however the perpetrator does not have to be living in the same house for the situation to qualify as FDV.

When you want or need to break an on-site tenancy agreement due to FDV

If you or your dependant have been affected by family violence during the tenancy you can give the park operator at least seven days' notice you want or need to break your interest in an on-site agreement and vacate with immediate effect. You must provide the park operator with a *Notice of termination of tenant's interest in on-site home agreement on grounds of family violence* (Division 4 form) and one of the following:

- a domestic violence order;
- a family court injunction or an application for a family court injunction;
- a copy of a prosecution notice or an indictment detailing a charge relating to family violence having been committed against you or your dependant; or
- an official Consumer Protection *Family violence report - evidence form*, signed by a designated professional who can be:
 - a doctor;
 - a psychologist;
 - a social worker;
 - the person in charge of a women's refuge;
 - a police officer;
 - a child protection worker;
 - a family support worker; or
 - a person in charge of an aboriginal legal, health or welfare organisation.

The park operator cannot challenge your request to break the on-site agreement if the notice and supporting evidence have been completed properly and provided with at least seven days' notice. If the documents are not completed properly the park operator can appeal the termination notice with the SAT.

If there are co-tenants on the tenancy agreement

If you issue a *Notice of termination of tenant's interest in an on-site home agreement on grounds of family violence* (Division 4 form) the park operator must provide a copy of the form (but not accompanying evidence) to any co-tenants and give them seven days to decide if they want to continue with the tenancy agreement. If a co-tenant wants to stay, the park operator must let the lease continue. If the co-tenant decides to leave they must give the park operator 21 days' notice.

The park operator is required to keep any FDV evidence (e.g. Consumer Protection *Family violence report - evidence form*, copy of restraining order, family court order) you provide in a safe and secure manner. If they disclose the details, for example to a co-tenant, the park operator can be prosecuted.

Please note, if the alleged perpetrator is a co-tenant, the park operator cannot make them leave if the tenant leaves. If an alleged perpetrator wants to remain in the tenancy, the lease continues.

Important

If the alleged perpetrator is a co-tenant, you may need to consider having a safety or exit plan in place before issuing a *Notice of termination of tenant's interest in on-site home agreement on grounds of family violence* form. As the park manager is obligated to give a copy of the form to any co-tenants, the perpetrator would become aware of your intention.

If you want to stay and remove the perpetrator from the agreement

If a perpetrator is named on the tenancy agreement and you want to stay, you can apply to the SAT to have the perpetrator removed from the agreement. The park operator and any co-tenants will find out about this hearing via a notice from the SAT.

If you stay you can change or alter any lock or security device without the park operator's permission if it is necessary to prevent FDV.

Dealing with debt and liability

In the case of damage to the premises or unpaid rent because of FDV the SAT can assign liability to the perpetrator. Either the vacating or remaining tenant needs to apply to the SAT. If there is no SAT order, all tenants remain jointly liable for any damages and or debt.

Note

This provision can only be used if a tenant's interest in the tenancy has been terminated due to FDV circumstances.

A *Notice of termination of tenant's interest in on-site home agreement on grounds of family violence* form and required supporting evidence must have been provided to the park operator.

Making security upgrades without permission

You can make prescribed security upgrades to the premises without the park operator's permission:

- after a perpetrator's interest in a tenancy agreement is terminated; or
- if necessary to prevent family violence that you suspect is likely to be committed against you or your dependant.

You must give a copy of your key/lock to the park operator within seven days after the device has been added or altered. The park operator must not give the tenant's key to an alleged perpetrator whose interest in the tenancy has been terminated on the grounds of FDV.

You may add the fixtures listed in the Regulations if it is necessary to prevent the commission of FDV.

You may also prune shrubs and trees around your home to improve visibility.

You must inform the park operator about your intention to make the security upgrades, which must be installed by a qualified tradesperson. You are responsible for any associated costs and to supply a copy of any invoice to the park operator. If the park operator asks you to restore the premises to original condition at the end of the tenancy, you are required to do so.

For more information about the laws regarding family and domestic violence, visit the Consumer Protection website:

www.commerce.wa.gov.au/Residential_Parks

Important

If you want to use the tenancy laws to leave a tenancy for family violence reasons, contact Consumer Protection on 1300 30 40 54 or Circle Green Community Legal Centre for help.

9. All about notices

The Parks Act may require either you or the park operator to complete and provide a form or notice.

Some of these notices and forms have been prepared by Consumer Protection and have been approved by the Commissioner for Consumer Protection (approved forms). The approved forms should be downloaded from Consumer Protection's website:

www.dmirs.wa.gov.au/parks-publications

Note

When a notice or form is served under the Parks Act, proper procedures and timeframes must be followed. If the matter ends up before the SAT the person who prepared the notice or form may have to prove it was correctly completed and served (given to the other person).

Forms you may issue

The following forms and notices should be used by you:

Notice for breach of long-stay agreement by park operator

You must provide the park operator with written notice if you believe they have breached a term or obligation under your agreement. For example, if they have not maintained the shared premises in a reasonable state of cleanliness and repair.

You can simply write to them stating the problem and ask them to fix the breach as soon as possible. Keep a copy of your request for your records.

If the park operator does not fix the breach you can apply to the SAT for an order ending the agreement.

Notice for termination without grounds

If you want to end your agreement and do not have or do not want to give any reason for doing so, you must provide a park operator with a written notice stating the day you intend to vacate the premises. If you have a fixed-term agreement you cannot end the agreement before the end date for agreement. If you have a periodic agreement you must give at least 21 days' notice of termination without grounds.

You should use form RP1I to give notice.

Notice for termination because agreement frustrated

If your premises become uninhabitable or unusable you must provide a park operator with written notice indicating the day on which you intend to vacate the premises. You must give at least two days' notice before you vacate the premises.

You should use form RP1K to give notice.

Notice of termination of tenant's interest on grounds of family violence

If you or your dependant have been affected by family violence during the tenancy you can give the park operator at least seven days' notice that you want or need to break your interest in an on-site agreement and vacate with immediate effect. At the same time, you must present a document meeting specific evidence requirements (see 'Tenants affected by family and domestic violence').

You should use the form in Schedule 10 in the Regulations to give notice.

Notice to prospective purchaser

From 31 January 2022 if you are selling your park home to a prospective tenant, you must provide them with the with the Form RP2C Buyer Disclosure Notice. This form indicates to the buyer that they must enter into a tenancy agreement with the park operator before they agree to purchase your home. The form also provides the buyer with general information about the home (e.g. date of manufacture) and your long-stay agreement (e.g. rent paid etc).

Forms the park operator may issue

There are also a number of notices and forms that the park operator can use to terminate the agreement or deal with other issues.

These include the following notices or forms:

Reason for Notice/Form	Form Details
Termination for: <ul style="list-style-type: none">• agreement frustrated• non-payment of rent (default notice issued)• non-payment of rent (no default notice issued)• other breaches• vacant possession on sale of park• without grounds for on-site agreement	<ul style="list-style-type: none">• Form RP1K• Form RP1A• Form RP1B• Form RP1C• Form RP1D• Form RP1H
Notice of entry (by park operator)	Form RP19A
Notice by park operator to former tenant of storage of abandoned goods	Form RP4
Notice of entry (by park operator in relation to abandonment)	Form RP19B
Notice to tenant to stop engaging in serious misconduct	Form RP3

How to serve a notice

You generally can serve a notice by handing it to the intended person or mailing it by ordinary post.

Serving notices electronically

It is Consumer Protection's view that notices under the Parks Act may be served by email as long as the notice does not require a witness signature, both parties have previously agreed they will correspond electronically, and it is reasonable to expect the information will be accessible and available at a later date.

If you have agreed to serve or receive notices electronically, you should keep a copy of that agreement in writing.

However, to ensure a notice is being received by the intended recipient and to avoid any dispute about whether it is received, you are advised to serve the notice personally or by mail.

Counting days

If you are serving a notice, you will find that certain periods of notice are required for certain actions.

When you count the days for the notice period, you must exclude the day on which the notice is served, as well as the last day of the notice period. If you mail a notice, allow adequate time for the letter to reach the recipient by regular post. Allow two to three business days for delivery within the same city or town and more than that (up to six business days) between regions. Australia Post now offers a priority option which costs more but delivers mail one or two business days faster than regular post.

Weekends and public holidays need to be taken into account and should be excluded if the last day for the notice falls on a weekend or public holiday. This means, the person receiving the notice can choose for service to be effected on the next working day after the weekend or public holiday.

If a tenancy issue goes to the SAT, you may require proof that the notice was served correctly. Therefore, it is important to keep copies of each notice including a written record of the method you used to serve it and the date it was sent or handed to the person.

10. Death of a tenant

If there is more than one tenant occupying a relocatable home and one of the tenants passes away, the remaining tenant will be responsible for making sure the agreement is upheld, including making rent payments, until the agreement ends (or is assigned to another tenant).

If the last remaining tenant under a long-stay agreement passes away the Parks Act provides for the following:

On-site agreement

For tenants renting both a site and a home, the agreement will terminate when the last remaining tenant dies.

Site-only agreement

For tenants that own a relocatable home and rent a site, the long-stay agreement does not end until the home is sold or removed from the site. This means that the executor or administrator of the estate becomes responsible for ensuring the agreement is upheld including making rent payments until the agreement ends (or is assigned to another tenant).

It is always open for the operator and the tenant's estate to negotiate and come to some other arrangement such as deferral of rent or payment of reduced rent until the home is sold.

If you are considering owning a relocatable home there are a number of issues you may want to consider, including:

- Do you intend that a friend or relative may inherit the home and take up residence at the park? (if so, they may become responsible for your obligations under the agreement);
- Do you intend that a friend or relative may seek to sell the home on-site and a purchaser take up residence?
- Do you intend the home be towed off site for sale?
- Would a surviving tenant want to remain on the site?

If a park operator is interfering with the sale of a deceased tenant's home, the tenant's estate may apply to the SAT for an order:

- ending the agreement;
- reducing the rent;
- terminating or suspending the obligation to pay rent; or
- any other order.

In regards to the security bond, where applicable, both the executor and the park operator should fill out, sign and send a bond disposal form to the Bond Administrator or financial institution holding the security bond. A copy of the death certificate must accompany the disposal form for the bond holder to disperse the bond.

If there is a dispute about either the disposal of the security bond or the authority of the person acting for the deceased estate, the SAT can make a determination.

11. Advice about bonds

From 31 January 2022 all bonds must be held by the Bond Administrator. Any bond held by a park operator or real estate agent prior to this date must be either transferred to the Bond Administrator or paid to the tenant within 18 months from 31 January 2022.

Any security bond held by the Bond Administrator must be paid back to you if the Bond Administrator receives:

- an application form for the payment signed by both you and the park operator. The application form can be downloaded from Consumer Protection's website at www.dmirs.wa.gov.au/parks-publications; or
- a copy of an order from the SAT.

An application form can be signed by a party's executor or administrator if required.

12. Abandoned homes and/or goods

If you abandon the rented premises without notice, the Parks Act provides that the agreement has ended and a park operator can take control of the premises and possession of its goods e.g. furniture, clothing etc.

Before doing so, the park operator must make certain that the premises have been truly abandoned. The park operator must first have 'reasonable grounds' for believing the premises have been abandoned.

There will be reasonable grounds if you fail to pay rent and one of the following applies:

- there is uncollected mail, newspapers or other material at your premises;
- another tenant or person (e.g. neighbour) at the park has told the park operator that you have abandoned the premises;
- there are no goods at the agreed premises; or
- services (including gas, electricity and telephone services) to your premises have been disconnected.

Therefore, it is important for tenants to notify the park operator if planning to leave a park for an extended period of time, such as going to hospital or going on an extended holiday. In these circumstances the tenant must make the appropriate arrangements for matters such as rent payments.

Once the park operator has reasonable grounds for believing the premises have been abandoned, the following process must be followed before the park operator can take possession of abandoned goods.

Perishable or low cost goods

If goods have been abandoned, the park operator can remove or destroy them if they are perishable foodstuffs or if the cost of removing the items would be more than their estimated value.

Otherwise the park operator must store the goods for 60 days and if not claimed, sell them at public auction. The park operator is entitled to keep from the proceeds the reasonable costs of removing and storing the goods and any outstanding amount relating to the tenancy.

Tenant's documents

If the abandoned items include documents, the park operator must store the documents for 60 days after the agreement is terminated. During the 60 days, the park operator must take reasonable steps to notify the former tenant or lawful owner of the documents (if known). If the documents are not claimed after 60 days, the park operator can destroy or dispose of them.

Park home

If the park home itself is abandoned, the park operator must follow the process outlined in [Part 6](#) of the Caravan Parks and Camping Grounds Regulations 1997. This process requires the park operator to give the park home owner notice stating that they believe the home is abandoned and if the home owner does not take action within 14 days, the home may be removed from the facility. After 60 days of that removal the park home may be sold.

Park operator to give notice to the tenant stating the park operator suspects the premises are abandoned.



Tenant must inform the park operator within 24 hours after receiving the notice whether premises abandoned.



If tenant does not inform the park operator within 24 hours, the park operator may enter the premises to inspect and secure them and either give a notice of abandonment or apply to the SAT to terminate.



If the tenant does not take action to dispute the notice of abandonment within seven days, the agreement is terminated.

Government of Western Australia

**Department of Mines, Industry Regulation
and Safety**

www.dmirs.wa.gov.au

Regional offices:

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Great Southern	(08) 9842 8366
Kimberley	(08) 9191 8400
Mid West	(08) 9920 9800
North West	(08) 9185 0900
South West	(08) 9722 2888

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