



Western Australia

Residential Parks (Long-stay Tenants) Act 2006

**Residential Parks (Long-stay Tenants)  
Regulations 2007**



## **Residential Parks (Long-stay Tenants) Regulations 2007**

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## **Residential Parks (Long-stay Tenants) Regulations 2007**

### **1. Citation**

These regulations are the *Residential Parks (Long-stay Tenants) Regulations 2007*.

### **2. Commencement**

These regulations come into operation as follows:

- (a) regulations 1 and 2 — on the day on which these regulations are published in the *Gazette*;
- (b) the rest of the regulations — on the day on which the *Residential Parks (Long-stay Tenants) Act 2006* comes into operation.

### **3. Term used: security bond amount**

In these regulations —

***security bond amount*** means a security bond or part of a security bond.

*[Regulation 3 inserted: SL 2021/205 r. 4.]*

### **4. Subdivided residential parks not required to have park liaison committee (Act s. 9A)**

If the land on which a residential park is situated is subdivided by a strata titles scheme under the *Strata Titles Act 1985*, or a community scheme under the *Community Titles Act 2018*, the residential park is exempt from section 59 of the Act.

*[Regulation 4 inserted: SL 2021/205 r. 4.]*

**5. Standard-form agreements (Act s. 10A)**

For the purposes of section 10A of the Act —

- (a) the standard-form agreement set out in Schedule 1 is prescribed for site-only agreements; and
- (b) the standard-form agreement set out in Schedule 2 is prescribed for on-site home agreements.

*[Regulation 5 inserted: SL 2021/205 r. 4.]*

**6. Information about fees to be provided (Act s. 11(1))**

A written schedule of fees showing the nature and amount of all fees currently payable by a tenant to the park operator is a required document for the purposes of paragraph (e) of the definition of **required documents** in section 11(1) of the Act.

*[Regulation 6 inserted: SL 2021/205 r. 4.]*

**7. Property condition reports (Act s. 11(1) and 95(2)(a))**

- (1) The following documents are inspection sheets for the purposes of section 95(2)(a) of the Act —
  - (a) if the long-stay agreement is an on-site home agreement — a property condition report in the form set out in Schedule 5 clauses 1, 2, 3 and 4;
  - (b) if the long-stay agreement is a site-only agreement — a property condition report in the form set out in Schedule 5 clauses 2, 3 and 4.
- (2) If a park operator intends to enter into a long-stay agreement with a proposed tenant in relation to proposed agreed premises, the park operator must —
  - (a) complete all those parts of the property condition report for the premises that record the park operator's opinion of the condition of the premises before the commencement of the tenancy; and

(b) give 2 copies of that report to the proposed tenant.

Penalty for this subregulation: a fine of \$5 000.

(3) The copies referred to in subregulation (2)(b) are required documents for the purposes of paragraph (e) of the definition of **required documents** in section 11(1) of the Act.

(4) Within 7 days after the tenant takes up occupation of the premises, the tenant must —

(a) complete those parts of the property condition report that record the tenant's opinion of the condition of the property at the commencement of the tenancy; and

(b) give a copy of that report to the park operator.

Penalty for this subregulation: a fine of \$5 000.

(5) As soon as practicable after the tenancy is terminated, the park operator and former tenant must each —

(a) complete those parts of the property condition report that record their opinion of the condition of the property after the termination of the tenancy; and

(b) give a copy of the report to the other party.

Penalty for this subregulation: a fine of \$5 000.

(6) A person must not provide information in a property condition report that the person knows, or ought to know, is false or misleading.

Penalty for this subregulation: a fine of \$5 000.

*[Regulation 7 inserted: SL 2021/205 r. 4.]*

## **8. Types of fees that may be charged (Act s. 12(1)(e)(i))**

(1) For the purposes of section 12(1)(e)(i) of the Act, a park operator may charge a tenant the following types of fees for

services or facilities provided by the park operator under a long-stay agreement —

- (a) fees for a person residing on a temporary basis on the agreed premises, other than a person who is a carer for a tenant on the premises, in the circumstances set out in subregulation (2);
  - (b) if the tenant has a separate water meter — fees for water consumed by the tenant;
  - (c) if the tenant has a separate electricity meter — fees for electricity consumed by the tenant;
  - (d) if the tenant has a separate gas meter — fees for gas consumed by the tenant;
  - (e) if the tenant has a separate phone line — fees for phone calls made by the tenant;
  - (f) fees for access by the tenant to an internet service provided to the tenant;
  - (g) fees for gardening services provided to the tenant;
  - (h) fees for storage services provided to the tenant;
  - (i) fees for additional parking spaces provided to the tenant;
  - (j) fees for the servicing of an air-conditioning unit used by the tenant;
  - (k) fees for the cleaning of the gutters on the relocatable home in which the tenant resides;
  - (l) fees to cover the cost of a replacement key, remote control entry device or other security device.
- (2) For the purposes of subregulation (1)(a), the circumstances are that the number of persons residing on the agreed premises at a particular time (excluding any person who is a carer for a tenant on the premises) exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the long-stay agreement.

*[Regulation 8 inserted: SL 2021/205 r. 4.]*

**9. Manner of giving document about voluntary sharing arrangement (Act s. 13A(2)(b))**

The document referred to in section 13A(2)(b) of the Act must be given at the same time as the required documents (as defined in section 11(1) of the Act) are given to the tenant under section 11 of the Act.

*[Regulation 9 inserted: SL 2021/205 r. 4.]*

**10. Additional security bond amount in relation to pets (Act s. 21(2)(b))**

For the purposes of section 21(2)(b) of the Act, the amount is \$260.

*[Regulation 10 inserted: SL 2021/205 r. 4.]*

**11. Urgent repairs (Act s. 32M)**

For the purposes of the definition of *essential service* in section 32M(1) of the Act, each of the following services is an essential service —

- (a) electricity;
- (b) gas;
- (c) water, including the supply of hot water;
- (d) sewerage, a septic tank or other waste management treatment;
- (e) a functioning refrigerator, if supplied with the agreed premises.

*[Regulation 11 inserted: SL 2021/205 r. 4.]*

**r. 11A**

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**11A. Giving notice before end of fixed term (Act s. 32R(3))**

For the purposes of section 32R(3) of the Act, the park operator must give the tenant the written notice on a day that is —

- (a) for a site-only agreement —
  - (i) if the tenancy period is 2 years or less — at least 60 days before the end of the tenancy period; or
  - (ii) if the tenancy period is more than 2 years — at least 180 days before the end of the tenancy period;

or

- (b) for an on-site home agreement — at least 60 days before the end of the tenancy period.

*[Regulation 11A inserted: SL 2021/205 r. 4.]*

**12. Default notice (Act s. 37(c))**

- (1) A default notice for non-payment of rent —
  - (a) may be (but is not required to be) in the form set out in Schedule 9 Division 1; but
  - (b) for the purposes of section 37(c) of the Act, must contain the information set out in Schedule 9 Division 1.
- (2) A default notice for any other breach of a long-stay agreement —
  - (a) may be (but is not required to be) in the form set out in Schedule 9 Division 2; but
  - (b) for the purposes of section 37(c) of the Act, must contain the information set out in Schedule 9 Division 2.

*[Regulation 12 amended: SL 2021/205 r. 5.]*

**13. Notice of termination (Act s. 38(2))**

For the purposes of section 38(2) of the Act, a notice given under section 45A(1) of the Act must be in the form set out in Schedule 10.

[Regulation 13 inserted: SL 2021/205 r. 6.]

**13A. Prescribed person for s. 45A(2)(d)(vi) of Act**

For the purposes of section 45A(2)(d)(vi) of the Act, the following are prescribed —

- (a) a person in charge of an Aboriginal legal, health or welfare organisation;
- (b) an officer as defined in the *Children and Community Services Act 2004* section 3 who is authorised for the purposes of this paragraph by the CEO as defined in that section;
- (c) a person employed as a family support worker by another person with whom the Minister administering the *Children and Community Services Act 2004* has entered into an agreement under section 15 of that Act.

[Regulation 13A inserted: Gazette 9 Apr 2019 p. 1053.]

**13B. Prescribed goods (Act s. 47A(b))**

For the purposes of section 47A(b) of the Act, a caravan in relation to which a notice has been given under the *Caravan Parks and Camping Grounds Regulations 1997* Part 6 is a prescribed good.

[Regulation 13B inserted: SL 2021/205 r. 7.]

**14. Notice to former tenant about abandoned goods (Act s. 48(4)(b)(i))**

For the purposes of section 48(4)(b)(i) of the Act, a notice or a summary of a notice to a former tenant about abandoned goods

**r. 14A**

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stored by a park operator must be published in a newspaper circulating generally in the State.

*[Regulation 14 inserted: SL 2021/205 r. 7.]*

**14A. Matters that must be included in park rules  
(Act s. 54B(1)(a))**

- (1) For the purposes of section 54B(1)(a) of the Act, park rules for a residential park must provide for the following matters —
- (a) restrictions on the making of noise;
  - (b) the parking of motor vehicles;
  - (c) the conduct and supervision of children;
  - (d) the use and operation of common facilities;
  - (e) the storage of goods by tenants outside agreed premises;
  - (f) the residential park's office hours;
  - (g) the cleaning of gutters;
  - (h) tree maintenance;
  - (i) emergency procedures;
  - (j) the keeping of pets.

Penalty for this subregulation: a fine of \$5 000.

- (2) Despite subregulation (1), park rules are not required to provide for a matter set out in that subregulation if —
- (a) scheme by-laws as defined in the *Strata Titles Act 1985* section 3(1) provide for the matter in relation to the tenants of the residential park; or
  - (b) scheme by-laws as defined in the *Community Titles Act 2018* section 3(1) provide for the matter in relation to the tenants of the residential park.

*[Regulation 14A inserted: SL 2021/205 r. 7.]*

**14B. Making or altering park rules (Act s. 54C(2))**

- (1) If a park operator intends to make or alter the park rules for the residential park, the park operator must first give each tenant written notice (the *first notice*) in the approved form of the proposal (the *rule proposal*) to make or alter the park rules.
- (2) A tenant may give the park operator written comments in relation to the rule proposal within 14 days (the *feedback period*) after the day on which the first notice is given.
- (3) The park operator must consider any written comments given under subregulation (2) within 28 days (the *consultation period*) after the end of the feedback period.
- (4) If tenants from at least 10% of the long-stay sites object to the rule proposal or part of the rule proposal during the feedback period, the park operator must consult with those tenants and the park liaison committee (if any) during the consultation period as to whether changes should be made to the rule proposal.
- (5) As soon as practicable after the consultation period ends, the park operator must give each tenant written notice (the *final notice*) of —
  - (a) the final version of the rule proposal; or
  - (b) the park operator's decision not to proceed with the rule proposal.
- (6) If a final notice is given under subregulation (5)(a), the rule proposal takes effect at the end of the period of 7 days after the final notice is given.
- (7) If the making or altering of a park rule is required under another written law —
  - (a) subregulations (1) to (6) do not apply; and
  - (b) the park operator must give written notice in the approved form to each tenant at least 7 days before the day on which the rule proposal is to take effect.

[Regulation 14B inserted: SL 2021/205 r. 7.]

**r. 14C**

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**14C. Selling agency agreement requirements (Act s. 57(1)(b))**

For the purposes of section 57(1)(b) of the Act, a selling agency agreement must include the following —

- (a) details of the relocatable home (including the location and, if known, the make and model number of the relocatable home);
- (b) details of the residential park;
- (c) the time period during which the selling agency agreement applies;
- (d) the services that are to be provided by the selling agent;
- (e) details of any sale commission, amount for incidental expenses or other valuable consideration to be provided by the tenant under the selling agency agreement, including how amounts are to be calculated and paid.

*[Regulation 14C inserted: SL 2021/205 r. 7.]*

**14D. Voting to form park liaison committee (Act s. 59(1A))**

- (1) For the purposes of section 59(1A) of the Act, the manner in which a vote under section 59(1)(b) of the Act must be held is —
  - (a) at a meeting in accordance with subregulation (2); or
  - (b) by way of written ballot in accordance with subregulation (3).
- (2) If a vote is to be taken at a meeting —
  - (a) the park operator must give each tenant written notice of the meeting at least 14 days before the meeting is to be held; and
  - (b) a tenant may cast a vote in person or by duly appointed proxy; and
  - (c) for tenants who cast a vote in person — the vote must be conducted by a show of hands of those present and entitled under subregulation (4) to vote; and

- (d) for tenants who cast a vote by proxy —
  - (i) the tenant must notify the park operator before the meeting of their intention to vote by proxy; and
  - (ii) the proxy may cast a vote on behalf of the tenant by indicating their vote to the park operator.
- (3) If a vote is to be taken by way of written ballot, the park operator must —
  - (a) distribute 1 ballot paper to each long-stay site; and
  - (b) include the following information with the ballot paper —
    - (i) the purpose of the ballot;
    - (ii) the closing date for the ballot, which must be at least 7 days after the day on which the ballot paper was distributed;
    - (iii) details on how to return the completed ballot paper.
- (4) One tenant per long-stay site is entitled to cast a vote.
- (5) The park operator must hold a vote under section 59(1)(b) of the Act —
  - (a) at least once every 5 years but not more frequently than once every 12 months; and
  - (b) subject to paragraph (a), if a request is made by tenants from at least 30% of the long-stay sites.

*[Regulation 14D inserted: SL 2021/205 r. 7.]*

**14E. Members of park liaison committee (Act s. 60(3))**

- (1) For the purposes of section 60(3) of the Act, the manner in which the park liaison committee members that represent tenants must be chosen is as follows —
  - (a) the park operator must give each tenant written notice about the following —
    - (i) that they may nominate themselves or another tenant to be a member of the park liaison committee;
    - (ii) the date by which such a nomination must be received, which must be at least 7 days after the day on which the notice is given;
  - (b) for a residential park with 100 or fewer long-stay sites —
    - (i) if there are 5 or fewer nominees, those nominees are taken to be elected as members; and
    - (ii) if there are 6 or more nominees, the 5 nominees receiving the highest number of votes at the meeting referred to in subregulation (2) are elected as members;
  - (c) for a residential park with more than 100 long-stay sites —
    - (i) if there are 8 or fewer nominees, those nominees are taken to be elected as members; and
    - (ii) if there are 9 or more nominees, the 8 nominees receiving the highest number of votes at the meeting referred to in subregulation (2) are elected as members.
- (2) A vote that is held for the purposes of subregulation (1) or (4) must be held as follows —
  - (a) the vote must be conducted at a meeting to which all tenants have been invited by the park operator;

- (b) the park operator must give at least 7 days' written notice of the meeting to each tenant;
  - (c) one tenant per long-stay site is entitled to cast a vote;
  - (d) the vote must be conducted by a show of hands of those entitled to vote, unless a secret ballot is agreed to by a majority of the tenants present at the meeting;
  - (e) if 2 or more nominees receive an equal number of votes in relation to a vacancy —
    - (i) another vote may be held for the nominees with the equal number of votes; and
    - (ii) if the number of votes is still equal, a member may be elected by random draw from the nominees with the equal number of votes;
  - (f) in the event of a secret ballot, the park operator must keep the ballots for 14 days after the vote is held.
- (3) A member holds office for a term not exceeding 2 years but is eligible for re-election.
- (4) A member may be removed from office, at any time, by a vote that is held in accordance with subregulation (2).
- (5) A person ceases to be a member of the committee if —
- (a) the person's term as a member ends; or
  - (b) the person resigns; or
  - (c) the person is removed under subregulation (4); or
  - (d) the person ceases to be a tenant of the residential park; or
  - (e) the person dies.
- (6) If a person is removed under subregulation (4) or ceases to be a member under subregulation (5), subregulations (1)(a) and (2) apply in relation to filling that vacancy.

*[Regulation 14E inserted: SL 2021/205 r. 7.]*

**15. Park liaison committee's prescribed functions  
(Act s. 61(2)(a)(iv))**

For the purposes of section 61(2)(a)(iv) of the Act, a park liaison committee's functions include to advise and consult with the park operator about the development of policies for the installation and maintenance of the following —

- (a) roads on the residential park;
- (b) street and other security lighting on the residential park;
- (c) fencing within, and along the boundaries of, the residential park.

**16. Prescribed matters relating to compensation determination  
(Act s. 65(2)(e))**

For the purposes of section 65(2)(e) of the Act, the matters to which the State Administrative Tribunal may have regard to when determining the amount of compensation to be paid to the tenant on the termination of a site-only agreement include the cost incurred by a tenant in travelling, and transporting the tenant's possessions that were kept at the park premises, for the shorter of —

- (a) the distance from the residential park to another site designated by the tenant; and
- (b) 600 km.

*[Regulation 16 amended: SL 2021/205 r. 8.]*

**16A. Service by electronic means (Act s. 91(1)(c))**

For the purposes of section 91(1)(c) of the Act, a document may be sent by email to the email address provided by the person.

*[Regulation 16A inserted: SL 2021/205 r. 9.]*

**17. Interest on security bond amount paid into ADI account (Act s. 102)**

- (1) In this regulation —  
*prescribed rate* means the rate prescribed in subregulation (2);  
*relevant bank accepted bills rate* means the 30 day bank accepted bills rate as published in Table F.1 of the “Reserve Bank of Australia Bulletin” for the month that is 2 months before the month in respect of which the interest is to be paid.
- (2) For the purposes of section 102(1)(a) of the Act, the minimum rate at which interest accrues on a security bond amount paid into an ADI account is 70% of the relevant bank accepted bills rate, calculated on a daily basis.
- (3) For the purposes of section 102(1)(b) of the Act, an amount equal to the amount of interest accrued at the prescribed rate must be paid to the Rental Accommodation Account within 5 working days of the end of each month.
- (4) For the purposes of section 102(1)(c) of the Act, an amount equal to the difference between the amount of interest accrued at the prescribed rate and the amount of interest accrued at the higher rate must be paid to the tenant on the day on which the security bond amount is paid out to the tenant or the park operator in accordance with regulation 18.

*[Regulation 17 amended: SL 2021/205 r. 10.]*

**18. Disposal of security bond amounts: general (Act s. 94(c))**

- (1) For the purposes of section 94(c) of the Act, a security bond amount must be paid out by the bond administrator in accordance with this regulation.
- (2) On receipt of —
- (a) an application for the payment in a form approved by the bond administrator signed by both parties to the long-stay agreement to which the amount relates; or

- (b) a copy of an order by the State Administrative Tribunal, the bond administrator must pay the amount in accordance with the application or order.
- (3) For the purposes of subregulation (2)(a) —
  - (a) if a party is deceased — the application may be signed by the party's executor or administrator; or
  - (b) if a party is represented by a manager or administrator under a written law — the application may be signed by the manager or administrator.

*[Regulation 18 amended: SL 2021/205 r. 11.]*

**19. Disposal of unclaimed security bond amounts (Act s. 94(c))**

- (1) In this regulation —

***Unclaimed Security Bond Account*** means the account established under subregulation (7).
- (2) Subregulations (3) to (6) apply if the bond administrator —
  - (a) has reason to believe that 6 months have elapsed since the termination of a long-stay agreement; and
  - (b) a security bond amount held in respect of that long-stay agreement has not been paid out in accordance with regulation 18.
- (3) The bond administrator must give notice in writing to the park operator and the tenant in whose names the security bond amount is held —
  - (a) informing them that the bond administrator has reason to believe that 6 months have elapsed since the termination of the long-stay agreement and that the amount is still being held by the bond administrator; and
  - (b) inviting them to apply under the Act or regulation 18(2)(a) to have the amount paid out; and
  - (c) notifying them that, if the amount is still in the possession of the bond administrator after 60 days from

the date of the notice, the amount will be paid to the Unclaimed Security Bond Account.

- (4) If after 60 days from the date of the notice the security bond amount is still in the possession of the bond administrator, the bond administrator must pay the amount to the Unclaimed Security Bond Account.
- (5) A security bond amount that remains in the Unclaimed Security Bond Account at the expiry of 6 years from the day on which it is paid into that account must be paid into the Consolidated Account.
- (6) Regulation 18(2) and (3) apply to a security bond amount while it is in the Unclaimed Security Bond Account.
- (7) For the purposes of this regulation, the bond administrator must establish in the Rental Accommodation Account an account called the Unclaimed Security Bond Account.

*[Regulation 19 amended: SL 2021/205 r. 12.]*

*[20, 21. Deleted: SL 2021/205 r. 13.]*

**22. Prescribed alterations for Sch. 1 cl. 14(4) of Act**

For the purposes of Schedule 1 clause 14(4) of the Act, prescribed alterations are the following —

- (a) the renovation, alteration or addition of any of the following —
  - (i) security alarms and cameras;
  - (ii) locks, screens and shutters on windows;
  - (iii) security screens on doors;
  - (iv) exterior lights;
  - (v) locks on gates;
- (b) the pruning of shrubs and trees to improve visibility around the agreed premises.

*[Regulation 22 inserted: Gazette 9 Apr 2019 p. 1053.]*

**23. Prescribed offences and modified penalties**

- (1) The offences specified in Schedule 11 are offences for which an infringement notice may be issued under the *Criminal Procedure Act 2004* Part 2.
- (2) The modified penalty specified opposite an offence in Schedule 11 is the modified penalty for that offence for the purposes of the *Criminal Procedure Act 2004* section 5(3).  
[Regulation 23 inserted: SL 2021/205 r. 14.]

**24. Authorised officers and approved officers**

- (1) The Commissioner may, in writing, appoint persons or classes of persons to be authorised officers or approved officers for the purposes of the *Criminal Procedure Act 2004* Part 2.
- (2) The Commissioner must issue to each authorised officer a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices.  
[Regulation 24 inserted: SL 2021/205 r. 14.]

**25. Forms**

For the purposes of the *Criminal Procedure Act 2004* Part 2 —

- (a) Schedule 12 Form 1 is the prescribed form for an infringement notice; and
- (b) Schedule 12 Form 2 is the prescribed form for the withdrawal of an infringement notice.

[Regulation 25 inserted: SL 2021/205 r. 14.]

**26. Transitional provision for giving notices before end of fixed term (Act s. 32R(3))**

- (1) In this regulation —  
**commencement day** means the day on which the *Residential Parks (Long-stay Tenants) Amendment Act 2020* section 31 comes into operation;

*relevant period* means —

- (a) in the case of a site-only agreement —
    - (i) if the tenancy period is 2 years or less — 60 days before the end of the tenancy period; or
    - (ii) if the tenancy period is more than 2 years — 180 days before the end of the tenancy period;
  - (b) in the case of an on-site home agreement — 60 days before the end of the tenancy period.
- (2) This regulation applies if —
- (a) a fixed term long-stay agreement is in force immediately before commencement day; and
  - (b) the commencement day is during the relevant period.
- (3) A park operator is taken to have complied with section 32R(3) of the Act if the park operator gives the tenant the written notice as soon as practicable after commencement day.

*[Regulation 26 inserted: SL 2021/205 r. 14.]*

**27. Transitional provision for security bond amounts held by authorised deposit-taking institutions (Act s. 102(1)(e))**

- (1) In this regulation —  
*authorised deposit-taking institution* has the meaning given in section 99 of the Act.
- (2) For the purposes of section 102(1)(e) of the Act, a security bond amount held in an ADI account under section 101(1) of the Act must be paid out in accordance with regulations 18 and 19(2) to (6).
- (3) For the purposes of subregulation (2), regulations 18 and 19(2) to (4) apply as if a reference to the bond administrator were a reference to the authorised deposit-taking institution.

*[Regulation 27 inserted: SL 2021/205 r. 14.]*

**28. Transitional provision for existing park rules (Act s. 116)**

(1) In this regulation —

*commencement day* means the day on which the *Residential Parks (Long-stay Tenants) Amendment Act 2020* section 53 comes into operation;

*existing park rules* means park rules in force immediately before commencement day.

(2) Sections 54A(2), 54B and 63B(2)(d) of the Act apply to existing park rules on and from the day that is 12 months after commencement day.

*[Regulation 28 inserted: SL 2021/205 r. 14.]*

## **Schedule 1 — Standard-form site-only agreement**

[r. 5(a)]

[Heading inserted: SL 2021/205 r. 15.]

### **IMPORTANT INFORMATION FOR TENANTS**

This long-stay agreement is regulated by the *Residential Parks (Long-stay Tenants) Act 2006* (the *Act*).

This long-stay agreement is to lease a site in a residential park and gives you rights to use shared premises in the park.

You must also be provided with a copy of the information booklet on park living approved by the Commissioner for Consumer Protection (the *information booklet*). This information booklet sets out your rights and responsibilities as a tenant under the Act.

This long-stay agreement may, in certain limited circumstances set out in the Act, be terminated. The information booklet sets out further information about termination.

If this long-stay agreement is for a fixed term, this long-stay agreement may finish at the end of the term (with no extension).

You may be required to remove the relocatable home at your cost when this long-stay agreement ends. Further information can be found in the information booklet.

Before signing this long-stay agreement you should —

- seek independent legal, financial or other advice; and
- read the information booklet; and
- make sure that any non-standard terms are satisfactory and that you understand how they affect you. (The non-standard terms are set out in a separate part at the end of this long-stay agreement.)

References in this long-stay agreement to sections (for example, s. 32H) are references to relevant sections of the Act.

## TERMS

### 1. Definitions

In this long-stay agreement —

**Act** means the *Residential Parks (Long-stay Tenants) Act 2006*;

**agreed premises** means the site, any structures on the site that the tenant is entitled to use or occupy under this long-stay agreement, and any fixtures, fittings or chattels that are provided under this long-stay agreement for the exclusive use of the tenant;

**park operator** means the party referred to in clause 4;

**Regulations** means the *Residential Parks (Long-stay Tenants) Regulations 2007*;

**relocatable home**, in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;

**residential park** or **park** means the residential park referred to in clause 3;

**shared premises**, in relation to the residential park, means —

- (a) the common areas, structures and amenities in the park that the park operator provides for the use of all tenants or makes accessible to all tenants; and
- (b) any fixtures, fittings or chattels in or on the common areas, structures or amenities;

**site** means the site referred to in clause 3;

**tenant** means a party referred to in clause 6;

**voluntary sharing arrangement** means an agreement under clause 13 that the tenant will pay —

- (a) rent on a deferred basis; or
- (b) a share of the sale price (either the total sale price or the capital gain) when the relocatable home is sold; or
- (c) an exit fee (either fixed or determined by formula) if the home is sold or removed from the site.

<b>2. Long-stay agreement</b>	
<p>This long-stay agreement is made between the park operator and the tenant/s.</p> <p>The park operator grants the tenant/s the right —</p> <ul style="list-style-type: none"> <li>(a) to occupy the site; and</li> <li>(b) to position a relocatable home on the site; and</li> <li>(c) to non-exclusive use of the shared premises.</li> </ul>	
<b>3. Residential park and site details</b>	
Park	Park name: <hr/> Park address: <hr/>
Site	Site location (site number or other description): <hr/> <hr/> Area of site: <hr/> Plan attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. Park operator's details</b>	
Park operator's name: <hr/>	
Business address: <hr/>	
Phone: <hr/>	
Email address (if any): <hr/>	
Does the park operator accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If park operator is a body corporate	Nominated contact (name and position / title):
	Business address (if different from above):
	Contact details (including out-of-hours):
<b>5. Managing agent's details (if applicable)</b>	
Managing agent's name:	
Managing agent's address:	
Phone:	
Email (if any):	
Does the managing agent accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6. Tenant details</b>	
<b>Tenant name (1):</b>	
Address for service of documents (if different from site address):	
Phone:	
Email (if any):	
Does the tenant (1) accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Place of occupation:	
Address:	
<b>Tenant name (2):</b>	
Address for service of documents (if different from site address):	
Phone:	
Email (if any):	
Does the tenant (2) accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Place of occupation:	
Address:	
<i>Note: If there are additional tenants, insert details below.</i>	
<b>7. Number of residents</b>	
(1) The maximum number of persons who may use a relocatable home on the site as their principal place of residence	
(2) The maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site	
(3) Is the tenant required to pay a fee for persons residing on a temporary basis in the agreed premises (i.e. visitors' fees)?  <i>(If yes, complete subclauses (4) to (6).)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>(4) When will visitors' fees be payable?  <i>(Specify circumstances in which a visitors' fee must be paid, for example if a visitor stays for more than a minimum period of time.)</i></p>	
<p>(5) Amount of the visitors' fee</p>	<p>\$.....  per night / week /  fortnight / month*  <i>(*Delete as appropriate.)</i></p>
<p>(6) How is the visitors' fee to be paid?</p>	<p><input type="checkbox"/> at the same time  and in the same  manner as the  rent</p> <p><input type="checkbox"/> other (please  specify)  .....  .....  .....  .....</p>
<p><i>Note: Tenants are not required to pay visitors' fees unless the number of persons residing on the agreed premises at a particular time exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the long-stay agreement.</i></p> <p><i>Visitors' fees cannot be charged for a carer of a tenant.</i></p>	
<p><b>8. Term of long-stay agreement</b></p>	
<p>(1) * This long-stay agreement is periodic starting on</p>	<p>...../...../.....</p>

* This long-stay agreement is for a fixed term <div style="text-align: right; margin-right: 20px;">                     starting on ...../...../.....                      ending on ...../...../.....                 </div> (*Delete as appropriate.)	
(2) Options to renew	<input type="checkbox"/> Not applicable  <input type="checkbox"/> Options as follows: Length of option.....years.....months Length of option.....years.....months
<p><i>Note:</i></p> <ul style="list-style-type: none"> <li>• <i>A fixed term long-stay agreement sets out the period of time for which a tenant rents the site. At the expiry of a fixed term long-stay agreement the tenant's right to live at the park ends, unless otherwise agreed with the park operator. Prior to the end of the term, the park operator must give the tenant notice about whether the park operator intends to renew the long-stay agreement.</i></li> <li>• <i>A periodic long-stay agreement does not specify a time period for the long-stay agreement, but may be ended by either party in certain circumstances, for example if the park operator sells the park. Further information about how a long-stay agreement may be terminated is set out in the information booklet.</i></li> <li>• <i>The tenant may be required to remove the home at their own cost when the long-stay agreement ends. Further information on when this may occur is provided in the information booklet.</i></li> </ul>	
<b>9. Rent</b>	
(1) Rent per week / fortnight / month* (*Delete as appropriate.)	\$.....
<p><i>Note:</i> Other fees may be payable including visitors' fees and fees for utilities and other services.</p>	

<p>(2) Method of payment</p> <p><input type="checkbox"/> Cash   <input type="checkbox"/> Cheque   <input type="checkbox"/> EFTPOS   <input type="checkbox"/> Credit card   <input type="checkbox"/> Deduction from pension</p> <p><input type="checkbox"/> Direct deposit into specified financial institution   <input type="checkbox"/> Other (please specify)</p> <p>.....</p>	
(3) Rent payment day	
(4) Location of rent payment (if applicable)	
<p>(5) Rent in advance</p> <p>The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of \$.....</p>	
<p><i>Note: This amount must not be more than 2 weeks' rent.</i></p>	
<p>(6) The tenant agrees to pay the rent on time.</p>	
<p>(7) The park operator must give the tenant a rent receipt within 3 days of rent being received unless the rent is paid into an account in a financial institution nominated by the park operator.</p>	
<p><b>10. Rent variation</b></p>	
<p>(1) Is rent variation allowed?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>(2) Basis for variation</p> <p><i>For example —</i></p> <ul style="list-style-type: none"> <li>• a percentage change; or</li> <li>• a change by a set amount; or</li> <li>• a variation in CPI (the all groups consumer price index for Perth published by the Australian Bureau of Statistics).</li> </ul>	
(3) Review dates or frequency	

- Note:*
- *The park operator must give at least 60 days' notice of a rent variation.*
  - *The minimum interval for rent reviews is 12 months for a site-only agreement.*
  - *If it is the practice of the park operator to review the rent payable by tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this long-stay agreement, this clause can set the first review date earlier than the required 12 months from the beginning of the tenancy.*
  - *A single basis for review must be specified for each review date. Different bases for calculating rent may be specified for different review dates. Review based on market rent is not permitted.*
  - *This clause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this long-stay agreement immediately before the review date.*
  - *In certain circumstances the park operator may increase rent to cover significant increases in the costs of operating the park or significant unforeseen repair costs. In these circumstances the park operator must give special notice about the proposed increase and if tenants do not agree to the increase in rent the matter may be decided by the State Administrative Tribunal. Further information about this process is set out in the information booklet.*

#### **11. Services and facilities**

- (1) If a service or facility set out below is provided by the park operator, and the cost of that service or facility is not covered by rent, the fee for that service or facility is payable by the tenant during the term of this long-stay agreement in relation to the agreed premises.

<b>Service or facility</b>	<b>Fee</b> <i>(if applicable)</i>	<b>Frequency</b> <i>(if applicable)</i>
<p>Electricity</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Charged based on consumption cost (separately metered)</p> <p>\$..... per .....</p>	
<p>Gas</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Charged based on consumption (separately metered)</p> <p>\$..... per .....</p>	
<p>Water</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Charged based on consumption (separately metered)</p> <p>\$..... per .....</p>	

<p>Phone</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p> <p>Details:..... .....</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee (separate phone line) \$.....</p> <p><input type="checkbox"/> Charged based on consumption (separate phone line) \$..... per .....</p>	
<p>Internet</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p> <p>Details:..... .....</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee \$.....</p> <p><input type="checkbox"/> Charged based on use (specify) ..... ..... \$.....</p>	
<p>Gardening (e.g. mowing)</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee \$.....</p> <p><input type="checkbox"/> Other (specify) ... ..... \$.....</p>	

<input type="checkbox"/> not available Details:..... .....		
Other (specify)	\$.....	
	\$.....	
	\$.....	
(2) If a fee set out above is imposed by a State agency or instrumentality and is varied by that agency or instrumentality, the amount payable by the tenant for that fee under this long-stay agreement will vary accordingly.		
<p><i>Note: The park operator must not require payment of any additional fees (permitted under the Act and Regulations) unless they are set out, and agreed to by the tenant, in this long-stay agreement. The Act and Regulations limit the types of fees that may be charged in addition to rent and bond. Details of these permitted fees are set out in the information booklet.</i></p> <p><i>For utilities (electricity, gas, water), a tenant can only be required to pay the park operator for usage if this is separately metered.</i></p> <p><i>The fee that a park operator can charge for a service or facility is limited to the amount that is necessary to recover the reasonable costs of providing the tenant the service or facility, or other such reasonable amount.</i></p>		
<b>12. Security bond</b>		
The following security bond must be paid by the tenant on signing this long-stay agreement (not more than 4 weeks' rent) \$.....		

**13. Voluntary sharing arrangements**

(1) Is a voluntary sharing arrangement available for the site?

- Yes       No

*(See clause 1 for definition of voluntary sharing arrangement.)*

(2) If yes, select 1 of the following:

- Deferred rent (fixed amount), payable on termination \$ .....
- Deferred rent (determined by formula), payable on termination  
(specify formula) .....
- .....
- Exit fee (fixed amount) if relocatable home is sold \$ .....
- Exit fee (determined by formula) if relocatable home is sold  
(specify formula) .....
- .....
- Share in capital gain if relocatable home is sold on-site .....%
- Share of total sale price if relocatable home is sold on-site .....%

(3) In return for any agreed voluntary sharing arrangement, the tenant will receive the following benefit:

*Note to tenant: The park operator may be required to offer an alternative “rent only” long-stay agreement (i.e. a long-stay agreement that charges rent that is no more than what you are currently paying, or what tenants of similar sites are paying, whichever is greater) — see section 13A of the Act. If so, it is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.*

*See the additional document (supplied by the park operator) which sets out voluntary sharing arrangement examples for an indication of how the voluntary sharing arrangement will operate for this long-stay agreement.*

**14. Children**

Are children permitted to live at the agreed premises?  Yes  No

*Note: Under section 20 of the Act it is illegal for a park operator to refuse to enter into a long-stay agreement (or advertise or otherwise indicate an intention to refuse, or instruct another person to refuse) on the ground that a child will live on the agreed premises unless —*

- the park has age restrictions and its long-stay agreements do not permit children to live at agreed premises; or*
- the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 and the licence permits the park operator to include such a term in the long-stay agreement.*

**15. Pets**

(1) Are tenants allowed to keep pets at the agreed premises?

Yes  No

*(If yes, complete subclauses (2) and (3).)*

(2) Number and type of pets:

(3) Restrictions and rules on keeping of pets:

*Note: The keeping of pets is also subject to any local laws for the relevant district.*

**16. Shared premises**

(1) The following shared facilities and services are provided at the park:

- |  |  |
|--|--|
| <input type="checkbox"/> Mail facilities           | <input type="checkbox"/> Bowling green                     |
| <input type="checkbox"/> Clubroom / community hall | <input type="checkbox"/> Tennis court                      |
| <input type="checkbox"/> Swimming pool             | <input type="checkbox"/> Library                           |
| <input type="checkbox"/> Gymnasium                 | <input type="checkbox"/> Storage area for boats / caravans |
| <input type="checkbox"/> BBQ facilities            | <input type="checkbox"/> Vegetable garden                  |
| <input type="checkbox"/> Workshop                  | <input type="checkbox"/> On-site caretaker                 |
| <input type="checkbox"/> Other (please list)       |  |

(2) Restrictions on use of shared premises (including the shared facilities and services provided at the park):

(3) Are any facilities or services available only on a user-pays basis and not covered by the rent?

- Yes                       No

*(If yes, list facilities or services and current cost.)*

(4) May the park operator make changes to the residential park resulting in a reduction of the shared premises if at least 75% of the tenants at the park support the changes?

- Yes                       No

*Note: Under the Act the State Administrative Tribunal may make an order for a reduction in rent if there is a significant reduction in the extent or quality of the shared premises at the park.*

**17. Assignment and sub-letting (s. 320)**

(1) Assignment

(a) Is the tenant permitted to assign their interest under this long-stay agreement?

Yes       No

(b) If yes, is the written consent of the park operator required?

Yes       No

(2) Sub-letting

(a) Is the tenant permitted to sub-let the agreed premises?

Yes       No

(b) If yes, is the written consent of the park operator required?

Yes       No

(3) Additional conditions on assignment or sub-letting:

(4) Unless otherwise specified above, the tenant may assign the tenant's rights and obligations under this long-stay agreement or sub-let the agreed premises only with the written consent of the park operator.

(5) If the park operator's consent is required for assignment or sub-letting —

(a) the park operator must not unreasonably withhold consent; and

(b) the park operator must not charge any fee for giving the consent except for reasonable incidental expenses.

**18. Affixing fixtures and making alterations (s. 32I)**

- (1) Agreed premises
- (a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the agreed premises?
- Yes       No
- (b) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.

- (2) Exterior of the relocatable home or other structure
- (a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the exterior of the relocatable home or the exterior of any other structure?
- Yes       No
- (b) If yes, is the consent of the park operator required?
- Yes       No
- (c) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.

*Note: See clause 32 for further details on consent for affixing fixtures or making alterations.*

**19. Relocation of relocatable home**

- (a) Does the park operator reserve the right to relocate the tenant's relocatable home to a reasonably comparable site in the residential park, if it is reasonably necessary to do so?
- Yes       No
- (b) If yes, the park operator must pay the tenant compensation for reasonable financial loss resulting from the requirement to relocate.

*Note: See the information booklet for examples of compensation to be paid to the tenant due to relocation.*

**20. Sale of relocatable home**

- (1) The tenant is permitted to sell a relocatable home owned by the tenant while it is in place on the site.
- (2) The tenant is entitled to display a “for sale” sign, but must comply with the following requirements about size and placement of a sign:
- (3) The following restrictions also apply to the sale of the relocatable home:
- (4) The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.

*Note: If the buyer of a relocatable home intends to use or occupy the home on the site, the sale of the home will be conditional upon the buyer entering into a long-stay agreement with the park operator or the assignment of the tenant’s rights and obligations under the long-stay agreement to the buyer.*

**21. Park rules**

The tenant and park operator agree to comply with the attached park rules as amended from time to time in accordance with the Regulations.

**22. No unilateral variation**

Neither the park operator nor the tenant can vary this long-stay agreement unilaterally.

**23. Termination of long-stay agreement**

This long-stay agreement can only be terminated in certain circumstances and in accordance with the Act.

*Note: Details of the laws in relation to termination of long-stay agreements are set out in the information booklet.*

**24. Notices — how given**

- (1) A notice under this long-stay agreement must be given in accordance with the Act and the Regulations.
- (2) A notice from the tenant to the park operator may be given to the managing agent.
- (3) A party to this long-stay agreement may withdraw their consent to a notice being given or sent by email by giving a written notice to that effect to each other party to this long-stay agreement.

*Note: Details of how notices are to be given are set out in the information booklet.*

**STANDARD TERMS**

*Part 2 Division 5 of the Act contains **standard terms** which are included in all long-stay agreements and which cannot be modified or varied. The clauses below are indicative of those standard terms. Please refer to the Act for the current standard terms.*

**25. Vacant possession (s. 32B)**

Vacant possession of the agreed premises must be given to the tenant on the day on which the tenant is entitled under the long-stay agreement to take up occupation of the agreed premises.

**26. No legal impediment to occupation of tenanted premises (s. 32C)**

- (1) At the time of entering into the long-stay agreement —
  - (a) the park operator is not aware of a legal impediment to the tenant's lawful enjoyment of the agreed premises for the period of the long-stay agreement; and
  - (b) there is no legal impediment to the tenant's lawful enjoyment that the park operator ought reasonably to have known about.

- (2) In this clause —

*tenant's lawful enjoyment*, of the agreed premises, means the tenant's lawful occupation of the agreed premises as a residence or use of the agreed premises for the period of the long-stay agreement.

**27. Quiet enjoyment (s. 32D)**

- (1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.
- (2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
- (3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.

**28. Park operator's right of entry (s. 32E)**

- (1) In this clause —

*reasonable time* means —

- (a) between 8 am and 6 pm on a weekday; or
- (b) between 9 am and 5 pm on a Saturday; or
- (c) at another time agreed between the park operator and each tenant.

- (2) The park operator may only enter the agreed premises in the following circumstances —
- (a) if the tenant agrees at, or immediately before, the time of entry;
  - (b) in an emergency;
  - (c) to meet the park operator's obligations under a written law, if the park operator enters at a reasonable time and gives at least 24 hours' written notice to the tenant;
  - (d) to inspect the agreed premises or for any other purpose, if the park operator enters at a reasonable time and gives the tenant written notice of at least 7 and not more than 14 days;
  - (e) to carry out or inspect necessary repairs or maintenance, if the park operator enters at a reasonable time and gives at least 72 hours' written notice to the tenant;
  - (f) to show the agreed premises to prospective tenants, if the park operator enters at a reasonable time and on a reasonable number of occasions during the 21 days before the long-stay agreement ends and gives the tenant reasonable written notice;
  - (g) to show the agreed premises to prospective purchasers of the agreed premises, if the park operator enters at a reasonable time and on a reasonable number of occasions and gives the tenant reasonable written notice;
  - (h) if the long-stay agreement makes provision for the collection of the rent at the agreed premises — to collect the rent once a week, at a reasonable time;
  - (i) to inspect and secure the agreed premises if there are reasonable grounds for believing that the premises have been abandoned and the tenant has not responded to a notice from the park operator.
- (3) The park operator may only enter other premises occupied by the tenant in the following circumstances —
- (a) if the tenant agrees at, or immediately before, the time of entry;
  - (b) in an emergency.

**29. Conditions of park operator's entry (s. 32F)**

- (1) When exercising a right of entry under clause 28, the park operator —
  - (a) must do so in a reasonable manner; and
  - (b) must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.
- (2) The park operator must compensate the tenant if the park operator or any person accompanying the park operator causes damage to the tenant's property when exercising a right of entry under clause 28.
- (3) If it would unduly inconvenience the tenant for the park operator to enter the agreed premises as specified in a notice given under clause 28, the park operator must make a reasonable attempt to negotiate a day and time for that entry that does not unduly inconvenience the tenant.
- (4) The park operator may conduct up to 4 routine inspections under clause 28(2)(d) in any 12-month period.
- (5) A written notice given to the tenant in relation to entry to the agreed premises must be in the approved form and specify the day of the entry and whether the entry will be before or after 12 pm on that day.
- (6) If the park operator exercises the right of entry under clause 28(2)(f) or (g), the tenant is entitled to be on the agreed premises during the entry.

**30. Long-stay tenant's conduct on premises (s. 32G)**

The tenant must not —

- (a) cause or permit a nuisance anywhere in the residential park; and
- (b) use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

**31. Locks and security (s. 32H)**

- (1) The tenant must not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent

of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.

- (2) The park operator must not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
- (3) The park operator must not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.

**32. Removing fixtures and altering premises (s. 32I)**

- (1) If clause 18 provides that the tenant may, with the park operator's consent, affix a fixture or make a renovation, alteration or addition —
  - (a) the park operator must not unreasonably withhold consent; and
  - (b) at any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that the tenant has, with the park operator's consent, affixed to the agreed premises, unless the removal of the fixture would cause irreparable damage to the agreed premises; and
  - (c) if the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.
- (2) If the park operator wishes to affix any fixture or make any renovation, alteration or addition to the agreed premises, then —
  - (a) the park operator must obtain the tenant's consent when, or immediately before, the park operator affixes the fixture or makes the renovation, alteration or addition; and
  - (b) the tenant must not unreasonably withhold such consent.
- (3) The tenant may affix a prescribed fixture or make prescribed alterations to the agreed premises if necessary to prevent the commission of family violence.

- (4) For the purposes of subclause (3) —
- (a) the cost of making the prescribed alterations must be borne by the tenant; and
  - (b) the tenant must give written notice to the park operator of the tenant's intention to make the prescribed alterations; and
  - (c) work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the park operator within 14 days of the alterations being completed; and
  - (d) the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
  - (e) the tenant must restore the agreed premises to their original condition at the end of the long-stay agreement if the park operator requires the tenant to do so and, if restoration work has been undertaken by a tradesperson, must provide to the park operator a copy of that tradesperson's invoice within 14 days of that work being performed.

**33. Long-stay tenant's responsibility for cleanliness and repair (s. 32J)**

The tenant must —

- (a) keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness; and
- (b) keep the relocatable home on the site in a reasonable state of repair so it is fit to live in.

**34. Long-stay tenant's responsibility for damage (s. 32K)**

- (1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.
- (2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days of the damage occurring, of any damage —
  - (a) to the site or to any fittings or fixtures on the site; and
  - (b) to the exterior of the relocatable home on the site.

**35. Park operator's responsibility for cleanliness and repairs (s. 32L)**

- (1) The park operator must —
  - (a) provide the agreed premises and shared premises in a reasonable state of cleanliness; and
  - (b) maintain the shared premises in a reasonable state of cleanliness; and
  - (c) provide and maintain the agreed premises and shared premises in a reasonable state of repair having regard to the age, character and prospective life of the premises; and
  - (d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of park residents.
- (2) If the park operator carries out work to comply with the park operator's obligations under subclause (1), the work must be carried out —
  - (a) as soon as reasonably practicable and in a manner that minimises disruption to the residents; and
  - (b) at an appropriate standard having regard to the age, character and prospective life of the agreed premises or shared premises; and
  - (c) if the work is carried out on agreed premises and the park operator must enter the agreed premises — in accordance with clauses 28 and 29.

**36. Urgent repairs (s. 32M)**

- (1) In this clause —

*essential service* means a service prescribed in the Regulations as electricity, gas, water (including the supply of hot water), sewerage, a septic tank or other wastewater management treatment, and a functioning refrigerator (but only if supplied with the agreed premises);

*suitable repairer*, in relation to urgent repairs, means a person who is suitably qualified, trained or, if necessary under a written law, licensed or otherwise authorised, to undertake the urgent repairs;

***urgent repairs***, in relation to agreed premises, means repairs to the premises that are necessary —

- (a) to supply or restore an essential service; or
  - (b) to avoid —
    - (i) exposing a person to the risk of injury; or
    - (ii) exposing property to damage; or
    - (iii) causing the tenant undue hardship or inconvenience.
- (2) If a need for urgent repairs arises otherwise than as a result of the breach of the long-stay agreement by the tenant —
- (a) the tenant must notify the park operator of the need for those repairs as soon as practicable after the need arises; and
  - (b) the park operator must ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification.
- (3) The tenant may arrange for the urgent repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs if —
- (a) the tenant is unable to contact the park operator within —
    - (i) in relation to urgent repairs for the supply or restoration of an essential service — 24 hours; or
    - (ii) in relation to other urgent repairs — 48 hours or any longer prescribed period;
  - or
  - (b) the tenant contacts the park operator about the need for the urgent repairs but the park operator fails to ensure that the repairs are carried out by a suitable repairer as soon as practicable after the notification.
- (4) If the tenant arranges for the urgent repairs to be carried out under subclause (3), the park operator must, as soon as practicable after the repairs are carried out, reimburse the tenant for the reasonable expense incurred in arranging for those repairs to be carried out.

**37. Levies, rates, taxes and charges to be paid by park operator (s. 32N)**

- (1) The park operator must bear the cost of —
  - (a) any contribution levied in respect of the agreed premises and shared premises under the *Strata Titles Act 1985* or the *Community Titles Act 2018*; and
  - (b) all rates, taxes or charges imposed in respect of the agreed premises and shared premises under —
    - (i) the *Land Tax Act 2002*; and
    - (ii) the *Local Government Act 1995*; and
    - (iii) the *Water Services Act 2012*, except a charge for the volume of water consumed.
- (2) Despite subclause (1), a term of the long-stay agreement or another written contract, agreement, scheme, deed or other written arrangement between the tenant and the park operator may provide that the tenant indirectly pays, as a component of rent paid under the long-stay agreement, a prescribed charge as defined in the *Rates and Charges (Rebates and Deferments) Act 1992* section 3(1).

**38. Long-stay tenant's vicarious responsibility for breach of long-stay agreement (s. 32P)**

- (1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of the long-stay agreement if done or omitted by the tenant.
- (2) However, subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.

**NON-STANDARD TERMS**

**Information for tenants**

Non-standard terms are not prescribed by the Act, but are subject to negotiation between the parties to the long-stay agreement.

If a non-standard term is inconsistent with the Act or the Regulations, the Act or Regulations will prevail and the non-standard term will be void to the extent of any inconsistency.

Before signing this long-stay agreement a tenant should seek independent advice and ensure that the non-standard terms are appropriate for their circumstances.

**Non-standard terms (special conditions)**

--

**EXECUTION**

By signing this long-stay agreement the parties agree to be bound by its terms and conditions.

**Park operator or managing agent**

Signatory (print name):

Signature:

Date signed:

Witness (print name):	
Signature:	Date signed:
<b>Tenant (1)</b>	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:
<b>Tenant (2)</b>	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:
<b>Cooling off period</b>	
<p>Under section 18 of the Act, a tenant is entitled to rescind this long-stay agreement at any time within 5 working days after the date of this long-stay agreement. This time frame is extended if the park operator does not provide disclosure documents. However, a tenant cannot rescind this long-stay agreement after taking up possession.</p>	

**TENANT'S CHECKLIST**

The tenant acknowledges that they have been given a copy of each of these documents:

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Disclosure statement  |
| <input type="checkbox"/> | Property condition report   |
| <input type="checkbox"/> | Park rules  |
| <input type="checkbox"/> | Information booklet on park living approved by the Commissioner for Consumer Protection |

*(Tenant to initial each box.)*

**Independent advice**

- I have obtained independent legal advice before signing this long-stay agreement.
- I have decided not to obtain independent legal advice before signing this long-stay agreement.
- I have signed 2 copies of this long-stay agreement.

*Note: The park operator is required to give the tenant a fully executed copy of the long-stay agreement within 21 days after it is signed by the tenant, or as soon as reasonably practicable after that.*

*[Schedule 1 inserted: SL 2021/205 r. 15.]*

## Schedule 2 — Standard-form on-site home agreement

[r. 5(b)]

[Heading inserted: SL 2021/205 r. 15.]

### **IMPORTANT INFORMATION FOR TENANTS**

This long-stay agreement is regulated by the *Residential Parks (Long-stay Tenants) Act 2006* (the *Act*).

This long-stay agreement is to lease a site and an on-site home in a residential park and gives you rights to use shared premises in the park.

You must also be provided with a copy of the information booklet on park living approved by the Commissioner for Consumer Protection (the *information booklet*). This information booklet sets out your rights and responsibilities as a tenant under the Act.

This long-stay agreement may, in certain limited circumstances set out in the Act, be terminated. The information booklet sets out further information about termination.

If this long-stay agreement is for a fixed term, this long-stay agreement may finish at the end of the term (with no extension).

Before signing this long-stay agreement you should —

- seek independent legal, financial or other advice; and
- read the information booklet; and
- make sure that any non-standard terms are satisfactory and that you understand how they affect you. (The non-standard terms are set out in a separate part at the end of this long-stay agreement.)

References in this long-stay agreement to sections (for example, s. 32H) are references to relevant sections of the Act.

### **TERMS**

#### **1. Definitions**

In this long-stay agreement—

*Act* means the *Residential Parks (Long-stay Tenants) Act 2006*;

**agreed premises** means the on-site home, the site, any structures on the site that the tenant is entitled to use or occupy under this long-stay agreement, and any fixtures, fittings or chattels that are provided under this long-stay agreement for the exclusive use of the tenant;

**on-site home** means the relocatable home provided on the site by the park operator under this agreement;

**park operator** means the party referred to in clause 4;

**Regulations** means the *Residential Parks (Long-stay Tenants) Regulations 2007*;

**relocatable home**, in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;

**residential park** or **park** means the residential park referred to in clause 3;

**shared premises**, in relation to the residential park, means —

- (a) the common areas, structures and amenities in the park that the park operator provides for the use of all tenants or makes accessible to all tenants; and
- (b) any fixtures, fittings or chattels in or on the common areas, structures or amenities;

**site** means the site referred to in clause 3;

**tenant** means a party referred to in clause 6;

**voluntary sharing arrangement** means an agreement under clause 13 that the tenant will pay rent on a deferred basis.

## **2. Long-stay agreement**

This long-stay agreement is made between the park operator and the tenant/s.

The park operator grants the tenant/s the right —

- (a) to occupy the site; and

	(b) to occupy the relocatable home provided by the park operator on the site; and (c) to non-exclusive use of the shared premises.
<b>3. Residential park and site details</b>	
Park	Park name:
	Park address:
Site	Site location (site number or other description):
	Area of site:
	Plan attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. Park operator's details</b>	
Park operator's name:	
Business address:	
Phone:	
Email address (if any):	
Does the park operator accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If park operator is a body corporate	Nominated contact (name and position / title):
	Business address (if different from above):

	Contact details (including out-of-hours):
<b>5. Managing agent's details (if applicable)</b>	
Managing agent's name:	
Managing agent's address:	
Phone:	
Email (if any):	
Does the managing agent accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6. Tenant details</b>	
<b>Tenant name (1):</b>	
Address for service of documents (if different from site address):	
Phone:	
Email (if any):	
Does the tenant (1) accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Place of occupation:	
Address:	

<b>Tenant name (2):</b>	
Address for service of documents (if different from site address):	
Phone:	
Email (if any):	
Does the tenant (2) accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Place of occupation:	
Address:	
<i>Note: If there are additional tenants, insert details below.</i>	
<b>7. Number of residents</b>	
(1) The maximum number of persons who may use a relocatable home on the site as their principal place of residence	
(2) The maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site	
(3) Is the tenant required to pay a fee for persons residing on a temporary basis in the agreed premises (i.e. visitors' fees)?  <i>(If yes, complete subclauses (4) to (6).)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>(4) When will visitors' fees be payable?  <i>(Specify circumstances in which a visitors' fee must be paid, for example if a visitor stays for more than a minimum period of time.)</i></p>	
<p>(5) Amount of the visitors' fee</p>	<p>\$.....  per night / week /  fortnight / month*  <i>(*Delete as appropriate.)</i></p>
<p>(6) How is the visitors' fee to be paid?</p>	<p><input type="checkbox"/> at the same time  and in the same  manner as the  rent</p> <p><input type="checkbox"/> other (please  specify)  .....  .....  .....  .....</p>
<p><i>Note: Tenants are not required to pay visitors' fees unless the number of persons residing on the agreed premises at a particular time exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the long-stay agreement.</i></p> <p><i>Visitors' fees cannot be charged for a carer of a tenant.</i></p>	

<b>8. Term of long-stay agreement</b>	
(1) * This long-stay agreement is periodic starting on * This long-stay agreement is for a fixed term <div style="text-align: right; margin-right: 20px;">                         starting on                          ending on                     </div> (*Delete as appropriate.)	...../...../.....  ...../...../..... ...../...../.....
(2) Options to renew	<input type="checkbox"/> Not applicable  <input type="checkbox"/> Options as follows: Length of option.....years.....months Length of option.....years.....months
<p><i>Note:</i></p> <ul style="list-style-type: none"> <li>• A fixed term long-stay agreement sets out the period of time for which a tenant rents the site and an on-site home. At the expiry of a fixed term long-stay agreement the tenant's right to live at the park ends, unless otherwise agreed with the park operator. Prior to the end of the term, the park operator must give the tenant notice about whether the park operator intends to renew the long-stay agreement.</li> <li>• A periodic long-stay agreement does not specify a time period for the long-stay agreement, but may be ended by either party in certain circumstances, for example if the park operator sells the park. Further information about how a long-stay agreement may be terminated is set out in the information booklet.</li> </ul>	
<b>9. Rent</b>	
(1) Rent per week / fortnight / month* (*Delete as appropriate.)	\$.....
<p><i>Note:</i> Other fees may be payable including visitors' fees and fees for utilities and other services.</p>	

<p>(2) Method of payment</p> <p><input type="checkbox"/> Cash   <input type="checkbox"/> Cheque   <input type="checkbox"/> EFTPOS   <input type="checkbox"/> Credit card   <input type="checkbox"/> Deduction from pension</p> <p><input type="checkbox"/> Direct deposit into specified financial institution   <input type="checkbox"/> Other (please specify)</p> <p>.....</p>	
(3) Rent payment day	
(4) Location of rent payment (if applicable)	
<p>(5) Rent in advance</p> <p>The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of \$.....</p>	
<p><i>Note: This amount must not be more than 2 weeks' rent.</i></p>	
<p>(6) The tenant agrees to pay the rent on time.</p>	
<p>(7) The park operator must give the tenant a rent receipt within 3 days of rent being received unless the rent is paid into an account in a financial institution nominated by the park operator.</p>	
<p><b>10. Rent variation</b></p>	
<p>(1) Is rent variation allowed?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>(2) Basis for variation</p> <p><i>For example —</i></p> <ul style="list-style-type: none"> <li>• a percentage change; or</li> <li>• a change by a set amount; or</li> <li>• a variation in CPI (the all groups consumer price index for Perth published by the Australian Bureau of Statistics).</li> </ul>	
(3) Review dates or frequency	
<p><i>Note:</i> • The park operator must give at least 60 days' notice of a rent variation.</p>	

- *The minimum interval for rent reviews is 6 months for an on-site home agreement.*
- *If it is the practice of the park operator to review the rent payable by tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this long-stay agreement, this clause can set the first review date earlier than the required 6 months from the beginning of the tenancy.*
- *A single basis for review must be specified for each review date. Different bases for calculating rent may be specified for different review dates. Review based on market rent is not permitted.*
- *This clause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this long-stay agreement immediately before the review date.*
- *In certain circumstances the park operator may increase rent to cover significant increases in the costs of operating the park or significant unforeseen repair costs. In these circumstances the park operator must give special notice about the proposed increase and if tenants do not agree to the increase in rent the matter may be decided by the State Administrative Tribunal. Further information about this process is set out in the information booklet.*

#### **11. Services and facilities**

- (1) If a service or facility set out below is provided by the park operator, and the cost of that service or facility is not covered by rent, the fee for that service or facility is payable by the tenant during the term of this long-stay agreement in relation to the agreed premises.

<b>Service or facility</b>	<b>Fee</b> <i>(if applicable)</i>	<b>Frequency</b> <i>(if applicable)</i>
Electricity <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Charged based on consumption cost (separately metered) \$..... per .....	
Gas <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Charged based on consumption (separately metered) \$..... per .....	
Water <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Charged based on consumption (separately metered) \$..... per .....	
Phone <input type="checkbox"/> provided by park operator	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Fixed fee (separate phone line) \$.....	

<input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available Details:..... .....	<input type="checkbox"/> Charged based on consumption (separate phone line) \$..... per .....	
Internet <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available Details:..... .....	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Fixed fee \$..... <input type="checkbox"/> Charged based on use (specify) ..... ..... \$.....	
Gardening (e.g. mowing) <input type="checkbox"/> provided by park operator <input type="checkbox"/> must be arranged separately by the tenant with a third party <input type="checkbox"/> not available Details:..... .....	<input type="checkbox"/> None (covered by rent) <input type="checkbox"/> Fixed fee \$..... <input type="checkbox"/> Other (specify) ... ..... \$.....	

Other (specify)	\$.....	
	\$.....	
	\$.....	
<p>(2) If a fee set out above is imposed by a State agency or instrumentality and is varied by that agency or instrumentality, the amount payable by the tenant for that fee under this long-stay agreement will vary accordingly.</p>		
<p><i>Note: The park operator must not require payment of any additional fees (permitted under the Act and Regulations) unless they are set out, and agreed to by the tenant, in this long-stay agreement. The Act and Regulations limit the types of fees that may be charged in addition to rent and bond. Details of these permitted fees are set out in the information booklet.</i></p> <p><i>For utilities (electricity, gas, water) a tenant can only be required to pay the park operator for usage if this is separately metered.</i></p> <p><i>The fee that a park operator can charge for a service or facility is limited to the amount that is necessary to recover the reasonable costs of providing the tenant the service or facility, or other such reasonable amount.</i></p>		
<b>12. Security bond</b>		
<p>The following bonds must be paid by the tenant on signing this long-stay agreement:</p> <p><input type="checkbox"/> security bond (not more than 4 weeks' rent) \$.....</p> <p><input type="checkbox"/> pet bond (not more than \$260) \$.....</p> <p><i>(Delete pet bond if not required.)</i></p>		
<p><i>Note: A pet bond is payable if a pet is permitted to be kept on the agreed premises. The bond is intended to meet the cost of fumigation.</i></p>		

**13. Voluntary sharing arrangements**

(1) Is a voluntary sharing arrangement available for the site?

Yes  No

*(See clause 1 for definition of voluntary sharing arrangement.)*

(2) If yes, select 1 of the following:

Deferred rent (fixed amount), payable on termination \$ .....

Deferred rent (determined by formula), payable on termination  
(specify formula) .....

.....

(3) In return for any agreed voluntary sharing arrangement, the tenant will receive the following benefit:

*Note to tenant: The park operator may be required to offer an alternative “rent only” long-stay agreement (i.e. a long-stay agreement that charges rent that is no more than what you are currently paying, or what tenants of similar sites are paying, whichever is greater) — see section 13A of the Act. If so, it is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.*

*See the additional document (supplied by the park operator) which sets out voluntary sharing arrangement examples for an indication of how the voluntary sharing arrangement will operate for this long-stay agreement.*

**14. Children**

Are children permitted to live at the agreed premises?  Yes  No

*Note: Under section 20 of the Act it is illegal for a park operator to refuse to enter into a long-stay agreement (or advertise or otherwise indicate an intention to refuse, or instruct another*

<p><i>person to refuse) on the ground that a child will live on the agreed premises unless —</i></p> <ul style="list-style-type: none"><li><i>• the park has age restrictions and its long-stay agreements do not permit children to live at agreed premises; or</i></li><li><i>• the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 and the licence permits the park operator to include such a term in the long-stay agreement.</i></li></ul>										
<b>15. Pets</b>										
<p>(1) Are tenants allowed to keep pets at the agreed premises? <input type="checkbox"/> Yes    <input type="checkbox"/> No <i>(If yes, complete subclauses (2) and (3).)</i></p>										
<p>(2) Number and type of pets:</p>										
<p>(3) Restrictions and rules on keeping of pets:</p>										
<p><i>Note: The keeping of pets is also subject to any local laws for the relevant district.</i></p>										
<b>16. Shared premises</b>										
<p>(1) The following shared facilities and services are provided at the park:</p> <table><tr><td><input type="checkbox"/> Mail facilities</td><td><input type="checkbox"/> Bowling green</td></tr><tr><td><input type="checkbox"/> Clubroom / community hall</td><td><input type="checkbox"/> Tennis court</td></tr><tr><td><input type="checkbox"/> Swimming pool</td><td><input type="checkbox"/> Library</td></tr><tr><td><input type="checkbox"/> Gymnasium</td><td><input type="checkbox"/> Storage area for boats / caravans</td></tr><tr><td><input type="checkbox"/> BBQ facilities</td><td><input type="checkbox"/> Vegetable garden</td></tr></table>	<input type="checkbox"/> Mail facilities	<input type="checkbox"/> Bowling green	<input type="checkbox"/> Clubroom / community hall	<input type="checkbox"/> Tennis court	<input type="checkbox"/> Swimming pool	<input type="checkbox"/> Library	<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Storage area for boats / caravans	<input type="checkbox"/> BBQ facilities	<input type="checkbox"/> Vegetable garden
<input type="checkbox"/> Mail facilities	<input type="checkbox"/> Bowling green									
<input type="checkbox"/> Clubroom / community hall	<input type="checkbox"/> Tennis court									
<input type="checkbox"/> Swimming pool	<input type="checkbox"/> Library									
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Storage area for boats / caravans									
<input type="checkbox"/> BBQ facilities	<input type="checkbox"/> Vegetable garden									



<p>(2) Sub-letting</p> <p>(a) Is the tenant permitted to sub-let the agreed premises? <input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>(b) If yes, is the written consent of the park operator required? <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>
<p>(3) Additional conditions on assignment or sub-letting:</p>
<p>(4) Unless otherwise specified above, the tenant may assign the tenant's rights and obligations under this long-stay agreement or sub-let the agreed premises only with the written consent of the park operator.</p>
<p>(5) If the park operator's consent is required for assignment or sub-letting —</p> <p>(a) the park operator must not unreasonably withhold consent; and</p> <p>(b) the park operator must not charge any fee for giving the consent except for reasonable incidental expenses.</p>
<p><b>18. Affixing fixtures and making alterations (s. 32I)</b></p>
<p>(a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the agreed premises? <input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>(b) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.</p>
<p><i>Note: See clause 31 for further details on consent for affixing fixtures or making alterations.</i></p>

**19. Relocation of relocatable home**

- (a) Does the park operator reserve the right to relocate the on-site home to a reasonably comparable site in the residential park, if it is reasonably necessary to do so?
- Yes             No
- (b) If yes, the park operator must pay the tenant compensation for reasonable financial loss resulting from the requirement to relocate.

*Note: See the information booklet for examples of compensation to be paid to the tenant due to relocation.*

**20. Park rules**

The tenant and park operator agree to comply with the attached park rules as amended from time to time in accordance with the Regulations.

**21. No unilateral variation**

Neither the park operator nor the tenant can vary this long-stay agreement unilaterally.

**22. Termination of long-stay agreement**

This long-stay agreement can only be terminated in certain circumstances and in accordance with the Act.

*Note: Details of the laws in relation to termination of long-stay agreements are set out in the information booklet.*

**23. Notices — how given**

- (1) A notice under this long-stay agreement must be given in accordance with the Act and the Regulations.

(2) A notice from the tenant to the park operator may be given to the managing agent.

(3) A party to this long-stay agreement may withdraw their consent to a notice being given or sent by email by giving a written notice to that effect to each other party to this long-stay agreement.

*Note: Details of how notices are to be given are set out in the information booklet.*

### **STANDARD TERMS**

*Part 2 Division 5 of the Act contains **standard terms** which are included in all long-stay agreements and which cannot be modified or varied. The clauses below are indicative of those standard terms. Please refer to the Act for the current standard terms.*

**24. Vacant possession (s. 32B)**

Vacant possession of the agreed premises must be given to the tenant on the day on which the tenant is entitled under the long-stay agreement to take up occupation of the agreed premises.

**25. No legal impediment to occupation of tenanted premises (s. 32C)**

(1) At the time of entering into the long-stay agreement —

- (a) the park operator is not aware of a legal impediment to the tenant's lawful enjoyment of the agreed premises for the period of the long-stay agreement; and
- (b) there is no legal impediment to the tenant's lawful enjoyment that the park operator ought reasonably to have known about.

(2) In this clause —

***tenant's lawful enjoyment***, of the agreed premises, means the tenant's lawful occupation of the agreed premises as a residence or use of the agreed premises for the period of the long-stay agreement.

**26. Quiet enjoyment (s. 32D)**

- (1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.
- (2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
- (3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.

**27. Park operator's right of entry (s. 32E)**

- (1) In this clause —  
*reasonable time* means —
  - (a) between 8 am and 6 pm on a weekday; or
  - (b) between 9 am and 5 pm on a Saturday; or
  - (c) at another time agreed between the park operator and each tenant.
- (2) The park operator may only enter the agreed premises in the following circumstances —
  - (a) if the tenant agrees at, or immediately before, the time of entry;
  - (b) in an emergency;
  - (c) to meet the park operator's obligations under a written law, if the park operator enters at a reasonable time and gives at least 24 hours' written notice to the tenant;
  - (d) to inspect the agreed premises or for any other purpose, if the park operator enters at a reasonable time and gives the tenant written notice of at least 7 and not more than 14 days;

- (e) to carry out or inspect necessary repairs or maintenance, if the park operator enters at a reasonable time and gives at least 72 hours' written notice to the tenant;
  - (f) to show the agreed premises to prospective tenants, if the park operator enters at a reasonable time and on a reasonable number of occasions during the 21 days before the long-stay agreement ends and gives the tenant reasonable written notice;
  - (g) to show the agreed premises to prospective purchasers of the agreed premises, if the park operator enters at a reasonable time and on a reasonable number of occasions and gives the tenant reasonable written notice;
  - (h) if the long-stay agreement makes provision for the collection of the rent at the agreed premises — to collect the rent once a week, at a reasonable time;
  - (i) to inspect and secure the agreed premises if there are reasonable grounds for believing that the premises have been abandoned and the tenant has not responded to a notice from the park operator;
  - (j) to inspect the agreed premises and assess any damage if the long-stay agreement has been terminated on the grounds that the tenant is subject, or likely to be subjected or exposed, to family violence under section 33(2A) or (2B) or 74B of the Act.
- (3) The park operator may only enter other premises occupied by the tenant in the following circumstances —
- (a) if the tenant agrees at, or immediately before, the time of entry;
  - (b) in an emergency.

**28. Conditions of park operator's entry (s. 32F)**

- (1) When exercising a right of entry under clause 27, the park operator —
  - (a) must do so in a reasonable manner; and
  - (b) must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

- (2) The park operator must compensate the tenant if the park operator or any person accompanying the park operator causes damage to the tenant's property when exercising a right of entry under clause 27.
- (3) If it would unduly inconvenience the tenant for the park operator to enter the agreed premises as specified in a notice given under clause 27, the park operator must make a reasonable attempt to negotiate a day and time for that entry that does not unduly inconvenience the tenant.
- (4) The park operator may conduct up to 4 routine inspections under clause 27(2)(d) in any 12-month period.
- (5) A written notice given to the tenant in relation to entry to the agreed premises must be in the approved form and specify the day of the entry and whether the entry will be before or after 12 pm on that day.
- (6) If the park operator exercises the right of entry under clause 27(2)(f) or (g), the tenant is entitled to be on the agreed premises during the entry.

**29. Long-stay tenant's conduct on premises (s. 32G)**

The tenant must not —

- (a) cause or permit a nuisance anywhere in the residential park; and
- (b) use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

**30. Locks and security (s. 32H)**

- (1) The park operator must provide and maintain such locks or other devices as are necessary to ensure that the on-site home is reasonably secure.
- (2) The tenant must not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.

- (3) The park operator must not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
- (4) The park operator must not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.
- (5) The tenant may alter or add any lock or similar device to the agreed premises after termination of an excluded tenant's interest on the ground of family violence under section 74B of the Act or if it is necessary to prevent the commission of family violence that the tenant suspects, on reasonable grounds, is likely to be committed by the excluded tenant against the tenant or a dependant of the tenant.
- (6) The tenant must give to the park operator a copy of the key to any lock or similar device altered or added under subclause (5) as soon as practicable, and in any event within 7 days, after the lock or similar device has been altered or added.
- (7) The park operator must not give a copy of a key referred to in subclause (6) to an excluded tenant or a person who the tenant has instructed the park operator in writing not to give the copy of the key.

**31. Removing fixtures and altering premises (s. 32I)**

- (1) If clause 18 provides that the tenant may, with the park operator's consent, affix a fixture or make a renovation, alteration or addition —
  - (a) the park operator must not unreasonably withhold consent; and
  - (b) at any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that the tenant has, with the park operator's consent, affixed to the agreed premises, unless the removal of the fixture would cause irreparable damage to the agreed premises; and
  - (c) if the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or

compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.

- (2) If the park operator wishes to affix any fixture or make any renovation, alteration or addition to the agreed premises, then —
  - (a) the park operator must obtain the tenant's consent when, or immediately before, the park operator affixes the fixture or makes the renovation, alteration or addition; and
  - (b) the tenant must not unreasonably withhold such consent.
- (3) The tenant may affix a prescribed fixture or make prescribed alterations to the agreed premises if necessary to prevent the commission of family violence or to prevent entry onto the agreed premises of an excluded tenant whose interest in the long-stay agreement has been terminated under section 74B of the Act.
- (4) For the purposes of subclause (3) —
  - (a) the cost of making the prescribed alterations must be borne by the tenant; and
  - (b) the tenant must give written notice to the park operator of the tenant's intention to make the prescribed alterations; and
  - (c) work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the park operator within 14 days of the alterations being completed; and
  - (d) the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
  - (e) the tenant must restore the agreed premises to their original condition at the end of the long-stay agreement if the park operator requires the tenant to do so and, if restoration work has been undertaken by a tradesperson, must provide to the park operator a copy of that tradesperson's invoice within 14 days of that work being performed.
- (5) The tenant may, with the park operator's consent, affix furniture or a thing to affix furniture to the wall of the on-site home for the purpose of ensuring the safety of a child or person with a disability.

- (6) For the purposes of subclause (5) —
- (a) the park operator may only refuse consent —
    - (i) if affixing the item to the wall would disturb material containing asbestos; or
    - (ii) for a prescribed reason;and
  - (b) unless the park operator agrees otherwise in writing, the tenant must remove the item from the wall when the tenant vacates the on-site home and either —
    - (i) restore the wall to its original condition; or
    - (ii) compensate the park operator for any reasonable expenses incurred by the park operator in doing that restoration;and
  - (c) the cost of affixing the item to the wall, removing it and restoring the wall to its original condition, must be borne by the tenant; and
  - (d) if the tenant causes damage to the on-site home when affixing or removing the item or restoring the wall to its original condition —
    - (i) the tenant must notify the park operator in writing that damage has been caused to the on-site home; and
    - (ii) the park operator may require the tenant to repair the damage and restore the on-site home to its original condition or compensate the park operator for the reasonable expenses incurred in doing the repair and restoration;and
  - (e) the park operator is taken to have consented to affixing the furniture or thing to the wall of the on-site home if, and only if —
    - (i) the tenant has given the park operator a request, in the approved form, seeking the park operator's consent to affix the item to the wall; and

- (ii) the park operator has not refused consent under paragraph (a) within 14 days after the day on which the park operator receives the request.

**32. Long-stay tenant's responsibility for cleanliness and repair (s. 32J)**

The tenant must keep the site and the relocatable home on the site in a reasonable state of cleanliness.

**33. Long-stay tenant's responsibility for damage (s. 32K)**

- (1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.
- (2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days of the damage occurring, of any damage —
  - (a) to the site or to any fittings or fixtures on the site; and
  - (b) to the exterior of the relocatable home on the site; and
  - (c) to the interior of the on-site home; and
  - (d) to any chattels, fittings or fixtures in or on the on-site home that are provided by the park operator for the use of the tenant.

**34. Park operator's responsibility for cleanliness and repairs (s. 32L)**

- (1) The park operator must —
  - (a) provide the agreed premises and shared premises in a reasonable state of cleanliness; and
  - (b) maintain the shared premises in a reasonable state of cleanliness; and
  - (c) provide and maintain the agreed premises and shared premises in a reasonable state of repair having regard to the age, character and prospective life of the premises; and
  - (d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of park residents.

- (2) If the park operator carries out work to comply with the park operator's obligations under subclause (1), the work must be carried out —
- (a) as soon as reasonably practicable and in a manner that minimises disruption to the residents; and
  - (b) at an appropriate standard having regard to the age, character and prospective life of the agreed premises or shared premises; and
  - (c) if the work is carried out on agreed premises and the park operator must enter the agreed premises — in accordance with clauses 27 and 28.

**35. Urgent repairs (s. 32M)**

- (1) In this clause —

*essential service* means a service prescribed in the Regulations as electricity, gas, water (including the supply of hot water), sewerage, a septic tank or other wastewater management treatment, and a functioning refrigerator (but only if supplied with the agreed premises);

*suitable repairer*, in relation to urgent repairs, means a person who is suitably qualified, trained or, if necessary under a written law, licensed or otherwise authorised, to undertake the urgent repairs;

*urgent repairs*, in relation to agreed premises, means repairs to the premises that are necessary —

- (a) to supply or restore an essential service; or
  - (b) to avoid —
    - (i) exposing a person to the risk of injury; or
    - (ii) exposing property to damage; or
    - (iii) causing the tenant undue hardship or inconvenience.
- (2) If a need for urgent repairs arises otherwise than as a result of the breach of the long-stay agreement by the tenant —
- (a) the tenant must notify the park operator of the need for those repairs as soon as practicable after the need arises; and

- (b) the park operator must ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification.
  - (3) The tenant may arrange for the urgent repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs if —
    - (a) the tenant is unable to contact the park operator within —
      - (i) in relation to urgent repairs for the supply or restoration of an essential service — 24 hours; or
      - (ii) in relation to other urgent repairs — 48 hours or any longer prescribed period;
    - or
    - (b) the tenant contacts the park operator about the need for the urgent repairs but the park operator fails to ensure that the repairs are carried out by a suitable repairer as soon as practicable after the notification.
  - (4) If the tenant arranges for the urgent repairs to be carried out under subclause (3), the park operator must, as soon as practicable after the repairs are carried out, reimburse the tenant for the reasonable expense incurred in arranging for those repairs to be carried out.
- 36. Levies, rates, taxes and charges to be paid by park operator (s. 32N)**
- (1) The park operator must bear the cost of —
    - (a) any contribution levied in respect of the agreed premises and shared premises under the *Strata Titles Act 1985* or the *Community Titles Act 2018*; and
    - (b) all rates, taxes or charges imposed in respect of the agreed premises and shared premises under —
      - (i) the *Land Tax Act 2002*; and
      - (ii) the *Local Government Act 1995*; and
      - (iii) the *Water Services Act 2012*, except a charge for the volume of water consumed.

- (2) Despite subclause (1), a term of the long-stay agreement or another written contract, agreement, scheme, deed or other written arrangement between the tenant and the park operator may provide that the tenant indirectly pays, as a component of rent paid under the long-stay agreement, a prescribed charge as defined in the *Rates and Charges (Rebates and Deferments) Act 1992* section 3(1).

**37. Long-stay tenant's vicarious responsibility for breach of long-stay agreement (s. 32P)**

- (1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of the long-stay agreement if done or omitted by the tenant.
- (2) However, subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.

**NON-STANDARD TERMS**

**Information for tenants**

Non-standard terms are not prescribed by the Act, but are subject to negotiation between the parties to the long-stay agreement.

If a non-standard term is inconsistent with the Act or the Regulations, the Act or Regulations will prevail and the non-standard term will be void to the extent of any inconsistency.

Before signing this long-stay agreement a tenant should seek independent advice and ensure that the non-standard terms are appropriate for their circumstances.

<b>Non-standard terms (special conditions)</b>	
<b>EXECUTION</b>	
By signing this long-stay agreement the parties agree to be bound by its terms and conditions.	
<b>Park operator or managing agent</b>	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:

<b>Tenant (1)</b>	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:
<b>Tenant (2)</b>	
Signatory (print name):	
Signature:	Date signed:
Witness (print name):	
Signature:	Date signed:
<b>Cooling off period</b>	
Under section 18 of the Act, a tenant is entitled to rescind this long-stay agreement at any time within 5 working days after the date of this long-stay agreement. This time frame is extended if the park operator does not provide disclosure documents. However, a tenant cannot rescind this long-stay agreement after taking up possession.	

**TENANT'S CHECKLIST**

The tenant acknowledges that they have been given a copy of each of these documents:

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Disclosure statement  |
| <input type="checkbox"/> | Property condition report   |
| <input type="checkbox"/> | Park rules  |
| <input type="checkbox"/> | Information booklet on park living approved by the Commissioner for Consumer Protection |

*(Tenant to initial each box.)*

**Independent advice**

- I have obtained independent legal advice before signing this long-stay agreement.
- I have decided not to obtain independent legal advice before signing this long-stay agreement.

- I have signed 2 copies of this long-stay agreement.

*Note: The park operator is required to give the tenant a fully executed copy of the long-stay agreement within 21 days after it is signed by the tenant, or as soon as reasonably practicable after that.*

*[Schedule 2 inserted: SL 2021/205 r. 15.]*

*[Schedules 3 and 4 deleted: SL 2021/205 r. 15.]*

**Schedule 5 — Property condition report**

[r. 7(1)]

[Heading amended: SL 2021/205 r. 16.]

**1. On-site home**

		<b>Lounge/ Dining</b>									
		<b>Condition at commencement</b>					<b>Condition at termination</b>				
		Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
	Walls/ ceiling			N/A					N/A		
	Doors/ windows										
	Blinds/ curtains										
	Lights/ power points /										
	Floor coverings			N/A					N/A		
	Other										

**Residential Parks (Long-stay Tenants) Regulations 2007**  
 Property condition report      **Schedule 5**

<b>Kitchen</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Benchtops/ tiling			N/A					N/A		
Cupboards/ drawers										
Floor coverings			N/A					N/A		
Lights/ power points										
Blinds/ curtains										
Doors/ windows										
Walls/ ceiling			N/A					N/A		

**Residential Parks (Long-stay Tenants) Regulations 2007**  
**Schedule 5** Property condition report

Kitchen										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Sink/ disposal unit										
Taps										
Stove top										
Griller										
Microwave Oven										
Oven										
Refrigerator										

**Residential Parks (Long-stay Tenants) Regulations 2007**  
 Property condition report    **Schedule 5**

<b>Kitchen</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Exhaust fan										
Other										

<b>Bedroom 1</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										

<b>Bedroom 1</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Lights/ power points										
Floor coverings			N/A						N/A	
Other										

<b>Bedroom 2</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										

**Residential Parks (Long-stay Tenants) Regulations 2007**  
 Property condition report **Schedule 5**

<b>Bedroom 2</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

<b>Bedroom 3</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		

<b>Bedroom 3</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

**Residential Parks (Long-stay Tenants) Regulations 2007**  
 Property condition report    **Schedule 5**

<b>Bathroom</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Shower										
Bath			N/A					N/A		
Floor coverings										
Lights/ power points										
Blinds/ curtains										
Doors/ windows										
Walls/ ceiling			N/A					N/A		

<b>Bathroom</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Shower screen										
Wash basin										
Tiling			N/A					N/A		
Mirror/ cabinet										
Towel rails			N/A					N/A		
Toilet										
Other										

**Residential Parks (Long-stay Tenants) Regulations 2007**  
 Property condition report    **Schedule 5**

Laundry										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Hot water service										
Wash tubs										
Floor coverings			N/A					N/A		
Lights/ power points										
Blinds/ curtains										
Doors/ windows										
Walls/ ceiling			N/A					N/A		

**Residential Parks (Long-stay Tenants) Regulations 2007**  
**Schedule 5** Property condition report

<b>Laundry</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Other										

<b>General</b>										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Concreted or paved areas			N/A					N/A		
Annexe/verandah			N/A					N/A		
Carpport/space			N/A					N/A		
Other										

**2.      Site**

<b>General</b>										
	Condition at commencement					Condition at termination				
	Clean / tidy	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Landscaping/ garden			N/A					N/A		
Driveway			N/A					N/A		
Storeroom/ shed			N/A					N/A		
Site slab/ (concrete)			N/A					N/A		
General appearance			N/A					N/A		

Exclusive facilities										
(Specify facilities)	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
.....										
.....										
.....										
.....										

**3. Specific work to be undertaken by park operator**

(Cross out if not needed)

- (1) The park operator agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

.....  
 .....  
 .....  
 .....  
 .....  
 .....

- (2) The park operator agrees to complete the work by: .....

**4. Signatures**

At commencement	At termination
Park operator / managing real estate agent:  .....	Park operator / managing real estate agent:  .....
Tenant 1:  .....	Tenant 1:  .....
Tenant 2:  .....	Tenant 2:  .....

Note for this clause:

Further items and comments may be added on a separate sheet signed by the park operator / managing real estate agent and the tenant and attached to this report.

*[Schedules 6-8 deleted: SL 2021/205 r. 17.]*

## Schedule 9 — Default notice

[r. 12]

### Division 1 — Default notice for non-payment of rent

*[Heading amended: SL 2021/205 r. 18(1).]*

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

**Residential Parks (Long-stay Tenants) Regulations 2007**

Default notice **Schedule 9**  
 Default notice for other breach of long-stay agreement **Division 2**

<b>Details of rent arrears</b>	Date rent was due: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> D D M M Y Y Y Y  Amount of rent due: .....  If rent is owed for multiple periods, specify those periods below: ..... ..... .....
<b>Key dates</b>	When rent must be paid by: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> D D M M Y Y Y Y  Note 1: If the tenant does not pay the rent by the above date, the park operator / managing real estate agent may give to the tenant a notice of termination.  Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(a), the above date must be at least 14 days after the day on which this notice is given to the tenant.  Date of this notice: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> D D M M Y Y Y Y
<b>Park operator / managing real estate agent signature</b>	Signature ..... Name (please print) ..... Date signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> D D M M Y Y Y Y

*[Division 1 amended: Gazette 5 Jul 2011 p. 2820; SL 2021/205 r. 18(2).]*

**Division 2 — Default notice for other breach of long-stay agreement**

*[Heading inserted: SL 2021/205 r. 18(3).]*

<b>Purpose of this notice</b>	A park operator / managing real estate agent may issue this notice if a tenant has breached a term of a long-stay agreement (except a term for the payment of rent).
<b>Note to park operator / managing real estate agent</b>	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.  The Department of Mines, Industry Regulation and Safety recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.



**Residential Parks (Long-stay Tenants) Regulations 2007**

Default notice **Schedule 9**

Default notice for other breach of long-stay agreement **Division 2**

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<b>Key dates</b>	When breach must be remedied by: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
	Note 1: If the tenant does not remedy the breach by the above date, the park operator / managing real estate agent may give to the tenant a notice of termination.  Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 40(3), the above date must be at least 14 days after the day on which this notice is given to the tenant.  Date of this notice: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
<b>Park operator / managing real estate agent signature</b>	Signature .....
	Name (please print) .....
	Date signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y

*[Division 2 amended: Gazette 5 Jul 2011 p. 2820; SL 2021/205 r. 18(4).]*

**Residential Parks (Long-stay Tenants) Regulations 2007**

**Schedule 10** Notice of termination

**Division 2** Default notice for other breach of long-stay agreement

**Schedule 10 — Notice of termination**

[r. 13]

[Divisions 1-3 deleted: SL 2021/205 r. 19(1).]

[Division 4 heading deleted: SL 2021/205 r. 19(2).]

<b>Notice of termination of tenant's interest in on-site home agreement on grounds of family violence</b> <i>Residential Parks (Long-stay Tenants) Act 2006 s. 38(2), 45A(1)</i> <i>Residential Parks (Long-stay Tenants) Regulations 2007 r. 13(5)</i>		<b>Part A</b>
<b>Park operator</b>	Family name: Other names:	
<b>Tenant</b>	Family name: Other names:	
<b>On-site home</b>	Address:  Postcode:	
<b>Notice</b>	I, the tenant, give notice of the termination of my interest in the on-site home agreement on the grounds that I am, or my dependant is, likely to be subjected or exposed to family violence. The last day of my tenancy will be _____ (a day that is not less than 7 days after the giving of this notice). I will move out of the on-site home on or before this day.	
<b>Accompanying document(s)</b>	I attach 1 or more of the following: <input type="checkbox"/> a DVO; <input type="checkbox"/> a Family Court injunction or an application for a Family Court injunction; <input type="checkbox"/> a copy of a prosecution notice or indictment containing a charge relating to violence against the tenant or a court record of a conviction of the charge; <input type="checkbox"/> a report of family violence under the <i>Residential Parks (Long-stay Tenants) Act 2006 s. 45A(2)(d)</i> .	
<b>Signature</b>	Tenant:	Date:
<b>Further information</b>	See Part B of this form and also refer to the <i>Residential Parks (Long-stay Tenants) Act 2006</i> or contact the Department of Mines, Industry Regulation and Safety — Consumer Protection Division on 1300 304 054 or at <a href="http://www.commerce.wa.gov.au/consumer-protection">www.commerce.wa.gov.au/consumer-protection</a> .  For Translating and Interpreting Services please telephone TIS on 131 450 and ask to speak to the Department of Mines, Industry Regulation and Safety (1300 304 054) for assistance.	

<b>Important information about this notice</b>	<b>Part B</b>
<b>The types of on-site home agreements to which this notice applies</b>  This notice applies to on-site home agreements under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> .	
<b>Period of notice by tenant</b>  A tenant can give the park operator this notice if the tenant, or a dependant of the tenant, is likely to be exposed or subjected to family violence during the term of the on-site home agreement. The period of the notice must not be less than 7 days before the termination day.	
<b>Co-tenants</b>  A park operator must give a copy of this notice (but <b>not</b> an accompanying document) to any co-tenants named on the on-site home agreement within 7 days after receiving this notice.  A co-tenant may, within 7 days after receiving a copy of this notice, give the park operator notice of termination of the co-tenant's interest in the on-site home agreement. This period of notice must not be less than 21 days before the termination day.	
<b>Notice by co-tenant to terminate their interest in the on-site home agreement</b>  A co-tenant does not need to use a specific form to notify the park operator that they wish to terminate their interest in the on-site home agreement. They simply need to notify the park operator in writing.	
<b>Co-tenant remaining in on-site home</b>  Any co-tenants who wish to remain in the on-site home are entitled to do so and the existing on-site home agreement will continue to apply to them.	
<b>Documents must be kept confidential</b>  A park operator must not disclose information contained in this notice or an accompanying document to another person except as allowed by the <i>Residential Parks (Long-stay Tenants) Act 2006</i> or another written law. A penalty of a fine of up to \$5 000 applies for failure to comply with this requirement.	
A park operator must ensure that information given to them in this notice and an accompanying document is kept in a secure manner so far as it is reasonably practicable to do so. A penalty of a fine of up to \$5 000 applies for failure to comply with this requirement.	

*[Schedule 10 amended: Gazette 5 Jul 2011 p. 2821-22; 9 Apr 2019 p. 1054-5; SL 2021/205 r. 19.]*

**Schedule 11 — Prescribed offences and modified penalties**

[r. 23]

[Heading inserted: SL 2021/205 r. 20.]

**Division 1 — Offences under the Act**

[Heading inserted: SL 2021/205 r. 20.]

<b>Offence under the Act</b>		<b>Modified penalty</b>
s. 10(2)	Park operator entering into long-stay agreement that contravenes requirements	\$1 000
s. 10A(3)	Park operator entering into long-stay agreement other than prescribed standard-form agreement	\$1 000
s. 10B(3)	Park operator entering into long-stay agreement that includes non-standard term	\$1 000
s. 10B(5)	Park operator entering into long-stay agreement that does not include prescribed term	\$1 000
s. 11(2)	Park operator failing to give documents within required time frame	\$1 000
s. 12(1)	Park operator requiring or receiving unauthorised payment in relation to long-stay agreement	\$1 000
s. 13(1)	Real estate agent requiring or receiving unauthorised payment from tenant	\$1 000
s. 13(2)	Real estate agent requiring or receiving unauthorised payment from sub-tenant	\$1 000
s. 14	Park operator failing to bear cost of preparing long-stay agreement	\$1 000

<b>Offence under the Act</b>		<b>Modified penalty</b>
s. 15(1)	Park operator failing to ensure tenant notified of park operator details	\$1 000
s. 15(2)	Park operator failing to ensure tenant notified of new park operator details	\$1 000
s. 15(3)	Park operator failing to notify tenant of new name or address	\$1 000
s. 16(1)	Tenant giving false details to park operator	\$1 000
s. 16(2)	Tenant failing to notify park operator of change in employment	\$1 000
s. 16(3)	Tenant failing to provide next intended address when vacating	\$1 000
s. 17(1)	Park operator failing to give tenant copy of long-stay agreement	\$1 000
s. 21(1)	Park operator requiring or receiving more than 1 security bond for long-stay agreement	\$1 000
s. 21(2)	Park operator requiring or receiving security bond above allowable amount	\$1 000
s. 21(3)	Park operator failing to give tenant receipt for security bond	\$2 000
s. 22(1)	Failing to deposit security bond with bond administrator or to give record of deposit	\$2 000
s. 25(1)	Park operator requiring more than 2 weeks' rent before or during first 2 weeks of tenancy	\$1 000
s. 25(2)	Park operator requiring further rent before end of period for which rent has been paid	\$1 000

**Residential Parks (Long-stay Tenants) Regulations 2007****Schedule 11** Prescribed offences and modified penalties**Division 1** Offences under the Act

<b>Offence under the Act</b>		<b>Modified penalty</b>
s. 26(2)	Park operator failing to give detailed receipt for rent	\$1 000
s. 28(1)	Park operator failing to keep record of rent received	\$1 000
s. 31A(1)	Park operator entering into long-stay agreement with a prohibited provision	\$1 000
s. 32H(5)	Tenant breaching term of long-stay agreement relating to locks without reasonable excuse	\$2 000
s. 32H(6)	Park operator breaching term of long-stay agreement relating to locks without reasonable excuse	\$2 000
s. 32H(8)	Agent of park operator breaching term of long-stay agreement relating to locks without reasonable excuse	\$2 000
s. 41A(3)	Park operator failing to notify Commissioner of intention to give tenant termination notice	\$1 000
s. 48(4)	Park operator failing to give notice that abandoned goods have been stored	\$1 000
s. 52A(5)	Park operator failing to give document to lawful owner	\$1 000
s. 54	Entering agreed premises to recover possession other than in accordance with order of State Administrative Tribunal	\$4 000
s. 54B(2)	Park operator failing to ensure park rules comply with regulations	\$1 000

<b>Offence under the Act</b>		<b>Modified penalty</b>
s. 57(2)	Park operator requiring tenant to appoint particular person as selling agent	\$1 000
s. 57A(2)	Demanding or receiving payment for sale of relocatable home other than under selling agency agreement	\$1 000
s. 57C(1)	Selling agent failing to deal with money in accordance with section	\$600

*[Division 1 inserted: SL 2021/205 r. 20.]*

**Division 2 — Offences under these regulations**

*[Heading inserted: SL 2021/205 r. 20.]*

<b>Offence under these regulations</b>		<b>Modified penalty</b>
r. 7(2)	Park operator failing to complete and give property condition report	\$1 000
r. 7(4)	Tenant failing to complete and give property condition report	\$1 000
r. 7(5)	Failing to complete and give property condition report after termination of the tenancy	\$1 000
r. 7(6)	Providing false or misleading information in property condition report	\$1 000

*[Division 2 inserted: SL 2021/205 r. 20.]*

**Schedule 12 — Forms**

[r. 25]

[Heading inserted: SL 2021/205 r. 20.]

**Form 1 — Infringement notice**

<i>Residential Parks (Long-stay Tenants Act) 2006</i>		Infringement notice no.
<b>INFRINGEMENT NOTICE</b>		
<b>Alleged offender</b>	Name	
	Address	
<b>Alleged offence</b>	Date or period	
	Time	
	Place	
	Details of offence	
	Written law contravened	
<b>Date</b>	Date of notice	
<b>Issuing officer</b>	Name	
	Office	
	Signature	
<b>Modified penalty</b>	\$	
<b>TAKE NOTICE</b>	<p>It is alleged that you have committed the above offence.</p> <p><b>If you do not want to be prosecuted in court for the offence</b>, pay the modified penalty to the Approved Officer within 28 days after the date of this notice.</p>	

	<p><b>If you do not pay</b> the modified penalty within 28 days, you may be prosecuted or enforcement action may be taken under the <i>Fines, Penalties and Infringement Notices Enforcement Act 1994</i>. Under that Act, some or all of the following action may be taken — your driver’s licence may be suspended, your vehicle licence may be suspended or cancelled, you may be disqualified from holding or obtaining a driver’s licence or vehicle licence, your vehicle may be immobilised or have its number plates removed, your details may be published on a website, your earnings or bank accounts may be garnished, and your property may be seized and sold.</p> <p><b>If you need more time</b> to pay the modified penalty, you should contact the Approved Officer at the address below.</p> <p>Paying the modified penalty will not be regarded as an admission for the purposes of any civil or criminal court case.</p> <p><b>If you want this matter to be dealt with by prosecution in court</b>, sign and date here:</p> <p style="text-align: right;">_____ / /</p> <p>and post this notice to the Approved Officer at the address below within 28 days after the date of this notice.</p>	
<b>How to pay</b>	By post	<i>[Insert details for paying by post]</i>
	In person	<i>[Insert details for paying in person]</i>

**Form 2 — Withdrawal of infringement notice**

<i>Residential Parks (Long-stay Tenants Act) 2006</i>		Withdrawal no.
<b>WITHDRAWAL OF INFRINGEMENT NOTICE</b>		
<b>Alleged offender</b>	Name	
	Name	
	Address	
	Address	

<b>Details of infringement notice</b>	Infringement notice no.	
	Date of issue	
<b>Alleged offence</b>	Date or period	
	Time	
	Place	
	Details of offence	
	Written law contravened	
<b>Approved Officer withdrawing notice</b>	Name	
	Office	
	Signature	
<b>Date</b>	Date of withdrawal	
<b>Withdrawal of infringement notice</b> <i>[*Delete whichever is not applicable]</i>	<p>The above infringement notice issued against you for the above alleged offence has been withdrawn.</p> <p>If you have already paid the modified penalty for the alleged offence, you are entitled to a refund.</p> <p>* Your refund is enclosed</p> <p><i>or</i></p> <p>* If you have paid the modified penalty but a refund is not enclosed, you may claim your refund by signing and dating this notice and posting it to:</p> <p>Approved Officer — <i>Residential Parks (Long-stay Tenants) Act 2006</i></p> <p><i>[Insert address]</i></p>	

<b>Your signature</b>		<b>Date</b>	
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*[Schedule 12 inserted: SL 2021/205 r. 20.]*

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## Notes

This is a compilation of the *Residential Parks (Long-stay Tenants) Regulations 2007* and includes amendments made by other written laws. For provisions that have come into operation, and for information about any reprints, see the compilation table.

### Compilation table

<b>Citation</b>	<b>Published</b>	<b>Commencement</b>
<i>Residential Parks (Long-stay Tenants) Regulations 2007</i>	1 Aug 2007 p. 3837-985	r. 1 and 2: 1 Aug 2007 (see r. 2(a)); Regulations other than r. 1 and 2: 3 Aug 2007 (see r. 2(b) and <i>Gazette</i> 1 Aug 2007 p. 3835)
<i>Residential Parks (Long-stay Tenants) Amendment Regulations 2011</i>	5 Jul 2011 p. 2813-22	r. 1 and 2: 5 Jul 2011 (see r. 2(a)); Regulations other than r. 1 and 2: 31 Jul 2011 (see r. 2(b))
<i>Residential Parks (Long-stay Tenants) Amendment Regulations 2013</i>	14 Nov 2013 p. 5063-4	r. 1 and 2: 14 Nov 2013 (see r. 2(a)); Regulations other than r. 1 and 2: 18 Nov 2013 (see r. 2(b) and <i>Gazette</i> 14 Nov 2013 p. 5027)
<i>Commerce Regulations Amendment (Family Violence) Regulations 2019</i> Pt. 3	9 Apr 2019 p. 1042-55	15 Apr 2019 (see r. 2(b) and <i>Gazette</i> 9 Apr 2019 p. 1041-2)
<b>Reprint 1: The Residential Parks (Long-stay Tenants) Regulations 2007 as at 16 Aug 2019</b> (includes amendments listed above)		
<i>Residential Parks (Long-stay Tenants) Amendment Regulations 2021</i>	SL 2021/205 3 Dec 2021	r. 1 and 2: 3 Dec 2021 (see r. 2(a)); Regulations other than r. 1 and 2: 31 Jan 2022 (see r. 2(b) and SL 2021/195 cl. 2)

## Defined terms

*[This is a list of terms defined and the provisions where they are defined.*

*The list is not part of the law.]*

<b>Defined term</b>	<b>Provision(s)</b>
Act.....	Sch. 1, Sch. 1, Sch. 2, Sch. 2
agreed premises.....	Sch. 1, Sch. 2
authorised deposit-taking institution.....	27(1)
commencement day .....	26(1), 28(1)
consultation period.....	14B(3)
essential service .....	Sch. 1, Sch. 2
existing park rules .....	28(1)
feedback period.....	14B(2)
final notice .....	14B(5)
first notice .....	14B(1)
information booklet.....	Sch. 1, Sch. 2
on-site home.....	Sch. 2
park .....	Sch. 1, Sch. 2
park operator.....	Sch. 1, Sch. 2
prescribed rate.....	17(1)
reasonable time .....	Sch. 1, Sch. 2
Regulations .....	Sch. 1, Sch. 2
relevant bank accepted bills rate .....	17(1)
relevant period .....	26(1)
relocatable home .....	Sch. 1, Sch. 2
residential park.....	Sch. 1, Sch. 2
rule proposal .....	14B(1)
security bond amount.....	3
shared premises.....	Sch. 1, Sch. 2
site.....	Sch. 1, Sch. 2
suitable repairer.....	Sch. 1, Sch. 2
tenant.....	Sch. 1, Sch. 2
tenant's lawful enjoyment.....	Sch. 1, Sch. 2
Unclaimed Security Bond Account.....	19(1)
urgent repairs .....	Sch. 1, Sch. 2
voluntary sharing arrangement.....	Sch. 1, Sch. 2