

# Residential Parks (Long-stay Tenants) Regulations 2007

Compare between:

[05 Jul 2011, 00-b0-02] and [31 Jul 2011, 00-c0-03]

Western Australia

Residential Parks (Long-stay Tenants) Act 2006

# 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.** Terms used in these regulations

In these regulations ----

agreement means a long-stay agreement;

bond holder means the ADI or a bond administrator;

*fixed term on-site home agreement* means an on-site home agreement for a fixed term tenancy;

*fixed term site-only agreement* means a site-only agreement for a fixed term tenancy;

*periodic on-site home agreement* means an on-site home agreement for a periodic tenancy;

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*periodic site-only agreement* means a site-only agreement for a periodic tenancy;

*security bond amount* includes part of a security bond amount; *tenant* means a long-stay tenant.

#### 4. Periodic on-site home agreement (s. 10(b) and (c) of the Act)

A periodic on-site home agreement —

- (a) may be (but is not required to be) in the form set out in Schedule 1; but
- (b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 1.

# 5. Fixed term on-site home agreement (s. 10(b) and (c) of the Act)

A fixed term on-site home agreement ----

- (a) may be (but is not required to be) in the form set out in Schedule 2; but
- (b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 2.

# 6. Periodic site-only agreement (s. 10(b) and (c) of the Act)

A periodic site-only agreement ----

- (a) may be (but is not required to be) in the form set out in Schedule 3; but
- (b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 3.

### 7. Fixed term site-only agreement (s. 10(b) and (c) of the Act)

A fixed term site-only agreement ----

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- (a) may be (but is not required to be) in the form set out in Schedule 4; but
- (b) for the purposes of section 10(b) and (c) of the Act, must contain the clauses and other information set out in Schedule 4.

# 8. Condition report (s. 11(1)(d) and 95(2)(a) of the Act)

- (1) For the purposes of section 11(1)(d) of the Act, the report that a park operator must give to a proposed tenant in relation to proposed agreed premises before making an agreement is
  - (a) if the agreement is an on-site home agreement, a report in the form set out in Schedule 5 clauses 1, 2, 3 and 4; and
  - (b) if the agreement is a site-only agreement, a report in the form set out in Schedule 5 clauses 2, 3 and 4.
- (2) The park operator must
  - (a) complete all those parts of the report 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: a fine of \$5 000.
- (3) Within 7 days after signing the agreement, the tenant must
  - (a) complete those parts of the report that record the tenant's opinion of the condition of the property as it was before the commencement of the tenancy; and
  - (b) give a copy of that report to the park operator.

Penalty: a fine of \$5 000.

- (4) As soon as practicable after the tenancy is terminated, the park operator and former tenant must each
  - (a) complete those parts of the report that record his or her opinion of the condition of the property after the termination of the tenancy; and

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(b) give a copy of the report to the other party. Penalty: a fine of \$5 000.

(5) A person commits an offence if, in a report under this regulation, the person provides information the person knows, or ought to know, is false or misleading.
 Penalty: a fine of \$5 000.

### 9. Information sheet (s. 11(1)(g) of the Act)

- (1) For the purposes of section 11(1)(g) of the Act, the information sheet a park operator must give to a person before making an agreement is
  - (a) if the agreement is an on-site home agreement, an information sheet in the form set out in Schedule 6; and
  - (b) if the agreement is a site-only agreement, an information sheet in the form set out in Schedule 7.
- (2) A person commits an offence if, in the information sheet, the person provides information the person knows, or ought to know, is false or misleading.

Penalty: a fine of \$5 000.

### **10.** Prescribed payments (s. 12(2)(c) of the Act)

For the purposes of section 12(2)(c) of the Act, payments of fees or charges specified in Schedule 8 are prescribed as payments, in addition to payments of money for rent and a security bond, that a park operator may require or receive from a tenant or prospective tenant for or in relation to entering into, renewing, extending or continuing an agreement.

# 11. Maximum amount payable for screening suitability of prospective purchasers of relocatable homes

For the purposes of section 95(2)(c), the maximum amount that is payable in respect of a charge referred to in Schedule 8 item 12 is \$200.

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### 12. Default notice (s. 37(c) of the Act)

- (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 an 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.

### 13. Notice of termination (s. 38(d) of the Act)

- (1) A notice of termination of a kind referred to in this regulation
  - (a) may be (but is not required to be) in the form set out in Schedule 10 for a notice of that kind; but
  - (b) for the purposes of section 38(d) of the Act, must contain the information set out in Schedule 10 for a notice of that kind.
- (2) If the notice of termination is given by the park operator
  - (a) for non-payment of rent in respect of which a default notice has been issued — the information is set out in Schedule 10 Division 1 Subdivision 1;
  - (b) for non-payment of rent in respect of which a default notice has not been issued — the information is set out in Schedule 10 Division 1 Subdivision 2;
  - (c) for any other breach of an agreement in respect of which a default notice has been issued — the information is set out in Schedule 10 Division 1 Subdivision 3;
  - (d) on the sale of the park premises the information is set out in Schedule 10 Division 1 Subdivision 4;

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- (e) without grounds the information is set out in Schedule 10 Division 1 Subdivision 5.
- (3) If the notice of termination is given by a tenant, the information is set out in Schedule 10 Division 2.
- (4) If the notice of termination is given by a park operator or tenant under section 45 of the Act, the information is set out in Schedule 10 Division 3.

# 14. Notice to former tenant about abandoned goods (s. 48(4)(a) of the Act)

A notice to a former tenant about abandoned goods stored by a park operator —

- (a) may be (but is not required to be) in the form set out in Schedule 11; but
- (b) for the purposes of section 48(4)(a) of the Act, must contain the information set out in Schedule 11.

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

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 (s. 65(2)(e) of the Act)

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

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tenant on the termination of a site-only agreement include the cost incurred by a tenant in travelling, and transporting his or her 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.

# 17. Interest on security bond amount paid into ADI account (s. 92 of the Act)

(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 92(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 92(b) of the Act, an amount equal to the amount of interest accrued at the prescribed rate must be paid to the Rental Accommodation Fund within 5 working days of the end of each month.
- (4) For the purposes of section 92(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.

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18.	Disposal of security bond amounts — general (s. 92(e)
	and 94(c) of the Act)

- (1) For the purposes of sections 92(e) and 94(c) of the Act, a security bond amount must be paid out by a bond holder in accordance with this regulation.
- (2) On receipt of ---
  - (a) an application for the payment in a form approved by the Commissioner signed by both parties to the agreement to which the amount relates; or
  - (b) a copy of an order by the State Administrative Tribunal,

the bond holder 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.

# **19.** Disposal of unclaimed security bond amounts (s. 92(e) and 94(c) of the Act)

(1) In this regulation —

**DOTAG** means the department of the Public Service principally assisting the Attorney General in the administration of Acts administered by the Attorney General;

*Unclaimed Security Bond Account* means the account established under subregulation (7).

(2) This regulation applies where a bond holder has reason to believe that 6 months have elapsed since the termination of an agreement and a security bond amount in respect of the agreement is still being held by the bond holder.

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- (3) The bond holder 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 holder has reason to believe that 6 months have elapsed since the termination of the agreement and that the amount is still being held by the bond holder; 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 holder 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 holder, the bond holder 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 applies with any necessary modifications to a security bond amount while it is in the Unclaimed Security Bond Account as if a reference to a bond holder were a reference to the chief executive officer of DOTAG.
- (7) For the purposes of this regulation, the chief executive officer of DOTAG must establish in the Residential Accommodation Fund an account called the Unclaimed Security Bond Account.

# 20. Park rules (s. 95(2)(f) of the Act)

For the purposes of section 95(2)(f) of the Act, a park operator must ensure that park rules for a residential park provide for the following matters —

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- (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 park's office hours;
- (g) the cleaning of gutters;
- (h) tree maintenance;
- (i) emergency procedures.

Penalty: a fine of \$5 000.

### 21. Amendments to park rules (s. 95(2)(f) of the Act)

(1) In this regulation —

- (a) a variation of a rule;
- (b) the addition of a rule;
- (c) the removal or replacement of a rule.
- (2) A park operator may make written amendments to the park rules of a residential park in accordance with this regulation.
- (3) An amendment does not have effect unless each residentienant of the residential park has been given written notice of the amendment.
- (4) Except as provided in subregulation (5), notice must be given at least 30 days before the day on which the amendment is to have effect.
- (5) If the proposed amendment affects the use of shared premises in the residential park, notice must be given at least 7 days before the day on which the amendment is to have effect.

[Regulation 21 amended in Gazette 5 Jul 2011 p. 2813.]

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# Schedule 1 — Periodic on-site home agreement

[r. 4]

	Division 1 — Preliminary				
Introduction	(1) This agreement is for the rental of —				
	(a) the site stated in clause 4; and				
	(b) a relocatable home provided on the site by the park operator.				
	(2) This agreement is for a periodic tenancy commencing on the day specified in clause 5.				
	Note: A periodic tenancy is one where there is no fixed term.				
Notes to tenants	This agreement is in 10 Divisions: Division 1 — Preliminary Division 2 — Rent, fees and charges Division 3 — Table of fees and charges for services and utilities Division 4 — General terms Division 5 — Special terms Division 6 — Condition report Division 7 — Park rules Division 8 — Information sheet Division 9 — Acceptance Division 10 — Tenant's checklist Before you sign this agreement, you should have completed the <b>TENANT'S CHECKLIST</b> in Division 10.				
	If you need general information about renting at a residential park — <ul> <li>call the Consumer Protection Advice Line:</li> <li><u>Contact Centre</u>: 1300 30 40-54</li> <li>visit the <u>Consumer Protection Department of Commerce's website</u>:</li> </ul>				
	www.docepcommerce.wa.gov.au				
	WARNING This is a long-stay agreement with no fixed term.				
	You could be given 60 days notice to vacate the site without explanation and you MIGHT NOT receive compensation for losses incurred, such as relocation expenses.				
Clause 1 —	In this agreement, unless the contrary intention appears —				
Terms used in this agreement	"Act" means the Residential Parks (Long-stay Tenants) Act 2006;				
	<ul> <li>"agreed premises" means the site, the on-site home, any other structures on the site that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;</li> <li>"Division" means a Division of this agreement;</li> </ul>				
	Division means a Division of this agreement;				

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### Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1

Preliminary **Division 1** 

	"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 2;				
	"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 4;				
	"shared premises", in relation to the residential park, means —				
	<ul> <li>(a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and</li> </ul>				
	<li>(b) any fixtures, fittings or chattels in or on the common areas or structures;</li>				
	"site" means the site referred to in clause 4;				
	"tenant" means the party referred to in clause 3.				
Clause 2 — Park operator /	<b>Park operator's details</b> (not required if managing real estate agent's details are provided below)				
managing real	First name Last name				
estate agent details	Business address				
uctuits	Suburb State DDD Postcode DDD				
	Phone ( ) Fax ( )				
	Email address				
	Managing real estate agent's details (if applicable)				
	Name				
	Address				
	Suburb State				
	Phone ( ) Fax ( )				
	Email address				

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Division 1 Preliminary

Clause 3 — Tenant/s details	Tenant/s name/s Current address				
	Suburb State DDD Postcode DDD				
	Phone ( ) Fax ( )				
	Email address				
	Place of occupation				
	Suburb State DDD Postcode DDD				
	Phone ( ) Fax ( )				
	Email address				
<u>Clause 4 —</u> <u>Residential</u>	(1) Park name and address				
park and site					
<u>details</u>	(2) Site location (e.g. site number or other description)				
	(3) Area of site (e.g. Zm2 or X metres by Y metres)				
Clause-4	Park name and address				
Residential					
<del>park and site</del>	Site location (e.g. site number or other description)				
details <u>4A</u> Number of					
residents					
allowed	Number of persons to reside permanently in the on site home:				
	(1) Maximum number of persons allowed to who may use the				
	on-site home as their principal place of residence				
	(2) Maximum number of additional persons who may reside on a temporary basis in the on-site home				
	(3) Total number of persons who may reside in the				
	on-site home at any one time				
	Area of site (e.g. Zm <sup>2</sup> or X metres by Y metres)				
	(add the number of persons allowed				
	under subclauses (1) and (2))				
Clause 5 —	Commencement date:				
Agreement commencement	D D M M Y Y Y Y				

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic on-site home agreementSchedule 1Rent, fees and chargesDivision 2

Di	vision 2 — Rent, fees and charges				
Clause 6 — Rent	(1) Rent: \$ per 🗆 week / 🗆 fortnight / 🗆 month (Please tick applicable period)				
	(2) <u>Number of An additional charge may apply (see clauses 4A and 14) if additional persons included are residing on a temporary basis in the rent:</u>				
	Note: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.				
Clause 7 — Rent payment day	Rent payment day				
Clause 8 —	Cash Cheque				
Method of rent payment	EFTPOS Credit card				
	<ul> <li>Direct deposit into specified financial institution</li> <li>Other (please specify)</li> </ul>				
Clause 9 — Location of rent payment	Place where rent must be paid: (e.g. at the park's office, at the park operator's financial institution)				
Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:				
	Note: Section 25 of the Act states that this amount must not be more than 2 weeks' rent.				
Clause 11 — Rent variation	(1) Rent increases allowed: $\Box$ Yes $\Box$ No				
Kent variation	Note 1: Under section 30(2) of the Act —				
	<ul> <li>(a) the park operator must give at least 60 days notice of any rent increase; and</li> </ul>				
	(b) the rent must not be increased until at least 6 months after the day on which the tenancy period began or the day on which it was last increased.				
	(2) How the rent may be varied: (i.e. basis for reviewing e.g. —				
	<ul> <li>(a) current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the Australian Bureau of Statistics Act 1975 of the Commonwealth); or</li> </ul>				
	(b) percentage increase on current rent; or				
	(c) review on a market rent basis).				

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Division 2 Rent, fees and charges

	Note 2: Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the Land Valuers Licensing Act 1978.
	(3) When the rent may be varied:
	Note 3: The above subclause must set out the effect of section 30 of the Act or, if the park operator's right to increase rent under that section is to be limited by this agreement, a description of that right as varied by that limitation.
Clause 12 —	(1) The tenant is not required to pay —
No accelerated	(a) any rent remaining payable under this agreement; or
rent and liquidated	(b) rent of an increased amount; or
damages	(c) an amount by way of penalty; or
U	(d) an amount by way of liquidated damages,
	for any breach of this agreement, the Act or any other written law.
	Note 1: Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.
	(2) The tenant is not entitled to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law.
	Note 2: Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund or other benefit were expressed to be dependant on compliance with this agreement, the Act or another written law —
	<ul> <li>this agreement would be taken to be varied from the commencement of the tenancy; and</li> </ul>
	(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.
Clause 13 —	4 weeks' rent
Security bonds	Security devices
	(not more than \$100)

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### Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1

Rent, fees and charges **Division 2** 

Fumigatior (not more t	ı (cats or dogs) han \$100)
Total	
Note:	Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).

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Division 2 Rent, fees and charges

Clause 14 — Charges for additional residents	<ol> <li>Charge for each person residing on the agreed premises in addition to the number of permanent residentspersons who may use the on-site home as their principal place of residence, specified in clause 4:-4A(1):         \$</li></ol>
	<ul> <li>(b) —information sheet set out in Division 8 gives information about who is-towill be considered to be an "additional person" (e.g. does it include a carer or nurse who stays overnight), residing on the agreed premises.</li> <li>State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.</li> <li>Note 1: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.</li> <li>(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.</li> <li>Note 2: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.</li> <li>(4) State any other provisions applicable in relation to the application or calculation of a charge under this clause.</li> </ul>
	Note 3: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

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### Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1

Rent, fees and charges Division 2

	Exclude this clause:  Yes  No				
Clause 15 — Fees and charges for	<ol> <li>The fees and charges set out in Division 3 are payable by the tenant during the term of this agreement for services and utilities provided in relation to the agreed premises.</li> </ol>				
services / utilities	(2) If a fee or charge under subclause (1) —				
uunues	(a) is not included in the rent; and				
	<ul> <li>(b) is imposed by a State agency or instrumentality for services or utilities provided by it; and</li> </ul>				
	(c) is varied by that State agency or instrumentality,				
	the amount payable by the tenant for that fee or charge under this agreement will vary accordingly.				
	Exclude subclause (2):  Yes  No				
	If this subclause is not excluded, are there any modifications or restrictions to the subclause?				
	If yes, outline the modification or restriction below:				
	Note: This subclause can be modified or restricted by marking the relevant box above and by either —				
	<ul> <li>setting out the modification or restriction in the space provided below the subclause; or</li> </ul>				
	(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.				
Clause 16 — Rates, taxes and charges	The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws —				
payable by	(a) the Land Tax Act 2002;				
park operator	(b) the Local Government Act 1995;				
	(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed.				
	Exclude this clause:  Yes  No				
	If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No				
	If yes, outline the modification or restriction below:				

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# Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 1 Periodic on-site home agreement

Division 3 Table of fees and charges for services and utilities

•••••		
•••••		
Note:		ause can be modified or restricted by marking the relevant ove and by either —
	(a)	setting out the modification or restriction in the space provided below the clause; or
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

[Division 2 amended in Gazette 5 Jul 2011 p. 2814.]

Division 3 -		services and	

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

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# Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1 General terms Division 4

	Division 4 — General terms					
Clause 17 — Children	Children allowed to live on the agreed premises: Ves Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —					
	(a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or					
	(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.					
Clause 18 —	Pets allowed:  Yes  No					
Keeping of pets	Type and number of pets allowed:					
	Note: The keeping of pets is subject to any local government laws for the relevant district.					
Clause 19 — Shared premises	(1) Specify any premises the tenant will share with other tenants at the park.					
	(2) Specify any restrictions on the access to those premises.					
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.					

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**Division 4** General terms

Clause 20 — Vacant possession	tenant on the day of agreement to take u Exclude this clause If this clause is not restrictions to the c If yes, outline the n	of the agreed premises will be given to the n which the tenant is entitled under this up occupation of the agreed premises. : $\Box$ Yes $\Box$ No excluded, are there any modifications or lause? $\Box$ Yes $\Box$ No nodification or restriction below: 			
		ve and by either —			
	(a)	setting out the modification or restriction in the space provided below the clause; or			
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 21 — No legal impediment to occupation of	(1) On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement.				
tenanted	(2) In this clause —				
premises	<b>"impediment"</b> means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge.				
	Exclude this clause				
		excluded, are there any modifications or lause? □ Yes □ No			
	If yes, outline the n	nodification or restriction below:			
		use can be modified or restricted by marking the relevant ve and by either —			
	(a)	setting out the modification or restriction in the space provided below the clause; or			
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic on-site home agreementSchedule 1General termsDivision 4

Clause 22 — Responsibility for cleanliness	The tenant must keep the site and both the interior and the exterior of the on-site home in a reasonable state of cleanliness.					
	If this clause is not excluded, are there any modifications or					
	restrictions to the clause?  Yes  No					
	If yes, outline the modification or restriction below:					
	Note: This clause can be modified or restricted by marking the relevant box above and by either —					
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>					
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.					
Clause 23 — Responsibility for damage	<ol> <li>The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.</li> </ol>					
	(2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days, of any damage —					
	(a) to the site or to any fittings or fixtures on the site; or					
	(b) to the exterior or interior of the on-site home; or					
	(c) 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.					
	Exclude this clause:  Yes  No					
	If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes No					
	If yes, outline the modification or restriction below:					
	If yes, outline the modification or restriction below:					

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General terms

	Note:	This clause can be modified or restricted by marking the relevant box above and by either —			
		<ul> <li>(a) setting out the modification or restriction in the space provided below the clause; or</li> </ul>			
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 24 —	(1) The	park operator must —			
Park operator's	(a)	provide the agreed premises and the shared premises in a reasonable state of cleanliness; and			
responsibility for cleanliness and repairs	(b)	maintain the shared premises in a reasonable state of cleanliness; and			
-	(c)	provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; 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 residents of the park.			
	subo	hout limiting the park operator's obligations under clause (1) the park operator must carry out any work cified in the Condition report set out in Division 6 se 3.			
	Exclude th	xclude this clause: □ Yes □ No			
		s clause is not excluded, are there any modifications or clions to the clause? □ Yes □ No			
	If yes, out	yes, outline the modification or restriction below:			
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —			
		<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>			
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 25 — Compensation where tenant	reas	park operator must compensate the tenant for any onable expense incurred by the tenant in making urgent irs to the agreed premises where —			
sees to repairs	(a)	the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and			
		· · · · · · · · · · · · · · · · · · ·			
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# Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1 General terms Division 4

			the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.			
	(2)	However, the park operator is not obliged to compensate the tenant unless $-$				
		(a)	the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and			
		(b)	the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.			
	(3)	(3) Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made.				
	Exclu	de this	s clause: □ Yes □ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? $\Box$ Yes $\Box$ No					
	If yes,	, outlii	ne the modification or restriction below:			
	Note:		This clause can be modified or restricted by marking the relevant box above and by either —			
			<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>			
			(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 26 —	The te	enant -				
Tenant's conduct on premises		(a)	must not cause or permit a nuisance anywhere in the residential park; and			
		(b)	must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.			
	Exclu	de this	s clause: □ Yes □ No			
	If this	claus	se is not excluded, are there any modifications or			
	restric	tions	to the clause? $\Box$ Yes $\Box$ No			
	If yes,	, outlii	ne the modification or restriction below:			

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Division 4 General terms

	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 27 — Quiet enjoyment	(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 shared premises.
Clause 28 — Locks	(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 will 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.
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (2) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	(3) The park operator will 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 will 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.

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### Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1

General terms **Division 4** 

	Note 2:	Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (3) or (4) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3:	Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.
	Exclude th	his clause: □ Yes □ No
	If this clau	use is not excluded, are there any modifications or
	restriction	s to the clause? □ Yes □ No
	If yes, out	line the modification or restriction below:
	Note 4:	This clause can be modified or restricted by marking the relevant box above and by either —
		<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 29 — Park operator's right of entry	othe	park operator may enter the agreed premises and any er premises occupied by the tenant under this agreement, uding any relocatable home or other structure provided he tenant —
	(a)	with the consent of the tenant given at, or immediately before, the time of entry; or
	(b)	at any time in an emergency.
	(2) The	park operator may enter the agreed premises —
	(a)	on giving at least 24 hours' written notice to the tenant where the park operator requires access to meet the park operator's obligations under this Act or to inspect repairs and maintenance to the site; or
	(b)	on a day and at a reasonable time specified in a written notice given to the tenant at least 7 and not more than 14 days in advance, for the purpose of inspecting the premises or for any other purpose; or
	(c)	at any reasonable time for the purpose of collecting the rent under this agreement, where under this agreement the rent is payable not more frequently than once each

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Division 4	General terms

week and is to be collected at the premises; or

			······································				
		(d)	for the purpose of inspecting the agreed premises, on the occasion of a rent collection referred to in paragraph (c), but not more frequently than once every 4 weeks; or				
		(e)	for the purpose of carrying out or inspecting necessary repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or				
		(f)	at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or				
		(g)	at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.				
	Exclu	de thi	s clause: □ Yes □ No				
	If this clause is not excluded, are there any modifications or						
	restrictions to the clause? $\Box$ Yes $\Box$ No						
	If yes, outline the modification or restriction below:						
	Note:		This clause can be modified or restricted by marking the relevant box above and by either —				
			<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>				
			(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.				
Clause 30 — Tenant's right to remove	, í	an alt	enant must not affix a fixture or make a renovation or teration or addition to the agreed premises: es $\Box$ No				
fixtures or	(2)	If yes	5—				
alter premises		(a)	the written consent of the park operator is required: □ Yes □ No				
		(b)	the following additional conditions apply:				

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	<ul> <li>(3) The park operator must not withhold consent unreasonably.</li> <li>(4) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises.</li> <li>(5) 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.</li> <li>Exclude this clause: □ Yes □ No</li> <li>If these is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No</li> <li>If yes, outline the modification or restriction below:</li> </ul>
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 31 — Provision for	(1) The tenant may assign his or her interest under this agreement or sub-let the agreed premises: □ Yes □ No
assigning or	(2) If yes —
sub-letting the premises	<ul> <li>(a) the written consent of the park operator is required:</li> <li>□ Yes □ No</li> </ul>
	(b) the following additional conditions apply:
	<ul> <li>(3) If the answer to subclause (2)(a) is yes —</li> <li>(a) the park operator must not unreasonably withhold</li> </ul>
	(a) the park operator must not unreasonably withhold consent; and
	(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.
	Note: Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the

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	assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.
Clause 32 — Tenant's vicarious responsibility for breach of agreement	<ol> <li>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 this agreement if done or omitted by the tenant.</li> <li>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.</li> <li>Exclude this clause: □ Yes □ No</li> <li>If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No</li> <li>If yes, outline the modification or restriction below:</li> <li></li></ol>
Clause 33 — Repositioning of on-site home	<ol> <li>The park operator reserves the right to reposition the on-site home to a comparable site in the park if necessary: □ Yes □ No</li> <li>If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the on-site home.</li> </ol>
Clause 34 — Notice of termination	The period of notice for the termination of this agreement is: Note 1: If notice of termination is given — (a) by the park operator under Part 3 Division 2 of the Act; or (b) by the tenant under Part 3 Division 3 of the Act, section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator. Note 2: Section 33(3) of the Act provides that in any other case, this agreement ends when —

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1 **Division 5** Special terms

		(a)	the State Administrative Tribunal terminates this agreement under Part 5; or		
		(b)	a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or		
		(c)	a mortgagee of the agreed premises takes possession of the premises under the mortgage; or		
		(d)	the tenant abandons the agreed premises; or		
		(e)	the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or		
		(f)	the rights under this agreement of the park operator or the tenant are ended by merger.		
	Note 3:	ote 3: Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 60 days after the day on which the notice is given.			
	Note 4:	the noti	44 states that, if the tenant gives notice of termination, ce must specify that the tenant intends to give vacant sion of the agreed premises to the operator at least after the day on which the notice is given.		
Clause 35 — No unilateral variation of agreement	Except as provided in clauses 33(1) and 36, neither <u>Neither</u> the park operator nor the tenant can vary this agreement unilaterally.				
Clause 36 — Park rules	Division 7	as amei	to comply with the park rules set out in ded by the park operator from time to time in gulation 21 of the regulations.		
[Division 4 amended in Gazette 5 Jul 2011 p. 2815.]					

# **Division 5**—Special terms

Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section $9(1)$ of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 1Periodic on-site home agreementDivision 6Condition report

### **Division 6** — Condition report

Note: In this Division the park operator should set out the condition report prescribed under regulation 8(1)(a) and (2) and Schedule 5 clauses 1, 2, 3 and 4 of the regulations.

### Division 7 — Park rules

Note: In this Division the park operator should set out the park rules for the residential park.

# Division 8 — Information sheet

Note: In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(a) and Schedule 6 of the regulations.

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic on-site home agreementSchedule 1AcceptanceDivision 9

Division 9 — Acceptance				
Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.			
estate agent signature/s	Park operator / manager			
	Signatory (print name)			
	Signature			
	Date Signed:			
	DD MM YYYY			
	Witness*			
	Signatory (print name)			
	Signature			
	Date Signed:			
	DD MM YYYY			
	* Please note the witness cannot be the park operator or tenant.			
Tenant signature/s	Tenant (1)			
	Signatory (print name)			
	Signature			
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$			
	DD MM YYYY			
	Tenant (2)			
	Signatory (print name)			
	Signature			
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$			
	DD MM Y YY Y			
	Witness*			
	Signatory (print name)			
	Signature			
	DD MM Y YY Y			
	* Please note the witness cannot be the park operator or tenant.			

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Residential Parks (Long-stay Tenants) Regulations 2007Schedule 1Periodic on-site home agreement Schedule 1 Division 10 Tenant's checklist

<b>—</b> ••	
□ I hav	re received a copy of, and read, this agreement.
	re noted the clauses of this agreement that have been uded, modified or restricted.
prep	we received a copy of, and read, the information booklet ared for the purposes of section $11(1)(b)$ of the Act by the missioner for the purposes of the Act.
□ I hav	ve sought, or decided not to seek, independent legal advice.
□ I hav	ve signed 2 copies of Division 9.
Note:	Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.

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#### Schedule 2 — Fixed term on-site home agreement

[r. 5]

#### Division 1 — Preliminary

Introduction	(1) This agreement is for the rental of —					
	(a) the site stated in clause 4; and					
	(b) a relocatable home provided on the site by the park operator.					
	(2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.					
Notes to	This agreement is in 10 Divisions:					
tenants	Division 1 — Preliminary					
	Division 2 — Rent, fees and charges					
	Division 3 — Table of fees and charges for services and utilities					
	Division 4 — General terms					
	Division 5 — Special terms					
	Division 6 — Condition report					
	Division 7 — Park rules					
	Division 8 — Information sheet					
	Division 9 — Acceptance					
	Division 10 — Tenant's checklist					
	Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.					
	If you need general information about renting at a residential park —					
	call the Consumer Protection Advice Line: <u>Contact Centre:</u> 1300 30 40-54					
	<ul> <li>visit the <u>Consumer ProtectionDepartment of Commerce's</u> website: www.<u>docepcommerce</u>.wa.gov.au</li> </ul>					
	WARNING					
	This is a long-stay agreement for a fixed term.					
	You could be given 60 days notice to vacate the site if the park is being sold, but compensation is payable by the park operator for losses incurred.					
Clause 1 —	In this agreement, unless the contrary intention appears —					
Terms used in	"Act" means the Residential Parks (Long-stay Tenants)					
this agreement	Act 2006;					
	"agreed premises" means the site, the on-site home, any other					
	structures on the site that the tenant is entitled to use or					
	occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;					
	<b>"Division"</b> means a Division of this agreement;					
	" <b>on-site home</b> " means the relocatable home provided on the					
	on-site nome means the relocatable nome provided on the					

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Schedule 2Fixed term on-site home agreementDivision 1Preliminary

	site by the park operator under this agreement;			
	"park operator" means the party referred to in clause 2;			
	"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 4;			
	"shared premises", in relation to the residential park, means —			
	<ul> <li>(a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and</li> </ul>			
	<li>(b) any fixtures, fittings or chattels in or on the common areas or structures;</li>			
	"site" means the site referred to in clause 4;			
	"tenant" means the party referred to in clause 3.			
Clause 2 — Park operator /	Park operator's details (not required if managing real estate agent's details are provided below)			
managing real	First name Last name			
estate agent details	Business address			
uctans	Suburb State DDD Postcode DDD			
	Phone () Fax ()			
	Email address			
	Managing real estate agent's details (if applicable)			
	Name			
	Address			
	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
Clause 3 —	Tenant/s name/s			
Tenant/s details	Current address			
	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
	Place of occupation			

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Fixed term on-site home agreement Schedule 2 Rent, fees and charges

	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
<u>Clause 4 —</u> <u>Residential</u> <u>park and site</u> <u>details</u>	(1) Park name and address         (2) Site location (e.g. site number or other description)			
	(3) Area of site (e.g. Zm2 or X metres by Y metres)			
Clause-4	Park name and address			
Residential park and site				
<del>details</del> 4A —	Site location (e.g. site number or other description)			
Number of				
residents				
allowed	Number of persons to reside permanently in the on-site home:			
	(1) Maximum number of persons allowed to who may use the			
	on-site home as their principal place of residence			
	(2) Maximum number of additional persons who may reside on a temporary basis in the on-site home			
	(3) Total number of persons who may reside in the			
	on-site home at any one time			
	Area of site (e.g. Zm <sup>2</sup> or X metres by Y metres)			
	(add the number of persons allowed			
	under subclauses (1) and (2))			
Clause 5 —	Commencement date:			
Fixed term of	D D M M Y Y Y Y			
agreement	Termination date:			
	D D M M Y Y Y Y			
[Division 1	amended in Gazette 5 Jul 2011 p. 2815.]			

[Division 1 amended in Gazette 5 Jul 2011 p. 2815.]

#### **Division 2**— Rent, fees and charges

Clause 6 —	(1)	Rent: \$ per D week / D fortnight / D month
Rent		(Please tick applicable period)
	(2)	Number of An additional charge may apply (see clauses 4A and 14) if
		additional persons included are residing on a temporary basis in the rent:
		on site home.

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 2Fixed term on-site home agreement

Division 2 Rent, fees and charges

	Note:	Division 3 specifies utilities are include		or charges for services and , if any.	
Clause 7 — Rent payment day	Rent payment day				
Clause 8 —	□ Casl	Cash		Cheque	
Method of rent payment	🗆 EFT	POS		Credit card	
	spec	ct deposit into ified financial tution		Deduction from pension	
	□ Othe	er (please specify)			
Clause 9 — Location of rent payment	Place where rent must be paid: (e.g. at the park's office, at the park operator's financial institution)				
Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:				
	Note: Section 25 of the Act states that this amount must not be more than 2 weeks' rent.				
Clause 11 —	(1) Re	ent increases allowe	d: 🗆 Yes	🗆 No	
Rent variation	(2) He	ow the rent may be	w the rent may be varied: (i.e. basis for reviewing e.g. —		
	<ul> <li>(a) current rent + CPI (the all groups consumer price for Perth published by the Australian Statistician referred to in section 5 of the Australian Bureau o Statistics Act 1975 of the Commonwealth); or</li> </ul>				
	(b	) percentage incre	ease on cui	rrent rent; or	
	(c	) review on a man	ket rent ba	asis).	
	Note 1: Under section 31 of the Act, if a long-stay agreement prr for a review of rent on a market rent basis then, when ca the amount of rent to be payable on and after the review the park operator must have regard to a report obtained purpose by the park operator from a person licensed un Land Valuers Licensing Act 1978.			t rent basis then, when calculating le on and after the review date, gard to a report obtained for the rom a person licensed under the	
	(3) W	hen the rent may be	varied:		

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# Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 2 Fixed term on-site home agreement Schedule 2

Rent, fees and charges Division 2

	Note 2:	The above subclause must set out the effect of section 30 of the Act or, if the park operator's right to increase rent under that section is to be limited by this agreement, a description of that right as varied by that limitation.				
Clause 12 —	(1) The	tenant is not required to pay —				
No accelerated	(a)	any rent remaining payable under this agreement; or				
rent and liquidated	(b)	(b) rent of an increased amount; or				
damages	(c)	an amount by way of penalty; or				
	(d)	an amount by way of liquidated damages,				
	for	any breach of this agreement, the Act or any other written				
	law	-				
	Note 1:	Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.				
		tenant is not entitled to any reduction in rent, or any				
		ate, refund or other benefit, because the tenant has not ached this agreement, the Act or another written law.				
	Note 2:	Under Schedule 1 clause 18(2) to the Act, if in this agreement				
	any reduction, rebate, refund or other benefit were expressed be dependent on compliance with this agreement, the Act or another written law —					
		<ul> <li>(a) this agreement would be taken to be varied from the commencement of the tenancy; and</li> </ul>				
		(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.				
Clause 13 —	4 weeks' 1	ent				
Security bonds	Security d					
		than \$100)				
		n (cats or dogs) than \$100)				
	(not more	than \$100)				
	Total					
	Note:	Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).				
Clause 14 —		rge for each person residing on the agreed premises in				
Charges for additional		ition to the number of permanent residentspersons who y use the on-site home as their principal place of				
residents		<u>dence</u> , specified in clause <del>6:</del> <u>4A(1):</u>				
	\$	per 🗆 night / 🗆 week / 🗆 fortnight / 🗆 month				
		(Please tick applicable period)				
	(2) <b>For</b>	Clause 1 of the purposes of subclause (1) specify any				

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Schedule 2Fixed term on-site home agreementDivision 2Rent, fees and charges

	and the second
	(a) what constitutes "residing" (e.g. the minimum peri and
<del>(b)</del>	information sheet set out in Division 8 gives information
	<u>about</u> who <u>is to will</u> be considered <u>to be</u> an "additional
	person" (e.g. does it include a carer or nurse who stays overnight); residing on the agreed premises.
	overnight), residing on the agreed premises.
	State any other provision applicable in relation to working
	out who will be considered to be an additional person
	residing on the agreed premises under this agreement.
Note 1	: If there is insufficient space below the subclause, write "Re Division 5" and specify the provision in Division 5.
(3)	If the charge is not payable at the same time and in the s
	manner as the rent, specify when and how the charge is t paid.
	manner as the rent, specify when and how the charge is t paid.
Note 2	paid.
	paid.
Note 2	paid.
	paid. If there is insufficient space below the subclause, write "Re Division 5" and specify the details in Division 5. State any other provisions applicable in relation to the
	paid. If there is insufficient space below the subclause, write "Re Division 5" and specify the details in Division 5. State any other provisions applicable in relation to the
	paid. If there is insufficient space below the subclause, write "Re Division 5" and specify the details in Division 5. State any other provisions applicable in relation to the
	paid. If there is insufficient space below the subclause, write "Re Division 5" and specify the details in Division 5. State any other provisions applicable in relation to the application or calculation of a charge under this clause.
(4)	paid. If there is insufficient space below the subclause, write "Re Division 5" and specify the details in Division 5. State any other provisions applicable in relation to the application or calculation of a charge under this clause. If there is insufficient space below the subclause, write "Re

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# Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 2 Fixed term on-site home agreement Schedule 2

Rent, fees and charges **Division 2** 

Clause 15 — Fees and charges for	<ol> <li>The fees and charges set out in Division 3 are payable by the tenant during the term of this agreement for services and utilities provided in relation to the agreed premises.</li> </ol>					
services and utilities	(2) If a fee or charge under subclause (1) —					
uunues	(a) is not included in the rent; and					
	<ul> <li>(b) is imposed by a State agency or instrumentality for services or utilities provided by it; and</li> </ul>					
	(c) is varied by that State agency or instrumentality,					
	the amount payable by the tenant for that fee or charge under this agreement will vary accordingly.					
	Exclude subclause (2):  Yes  No					
	If this subclause is not excluded, are there any modifications or restrictions to the subclause?  Yes  No					
	If yes, outline the modification or restriction below:					
	Note: This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —					
	<ul> <li>setting out the modification or restriction in the space provided below the subclause; or</li> </ul>					
	(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.					
Clause 16 — Rates, taxes and charges	The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws —					
payable by	(a) the Land Tax Act 2002;					
park operator	(b) the Local Government Act 1995;					
	(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the <i>Water</i> <i>Agencies (Powers) Act 1984</i> , except a charge for water consumed.					
	Exclude this clause: □ Yes □ No					
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No					
	If yes, outline the modification or restriction below:					

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Schedule 2 Fixed term on-site home agreement Table of fees and charges for services and utilities

Note:		ause can be modified or restricted by marking the relevan ove and by either —
	(a)	setting out the modification or restriction in the space provided below the clause; or
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

[Division 2 amended in Gazette 5 Jul 2011 p. 2815-16.]

#### Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

Clause 17 — Children allowed to live on the agreed premises: Ves No

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Fixed term on-site home agreement Schedule 2

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Children Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless -(a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements (b) made between the park operator and the long-stay tenants of the lifestyle village. Clause 18 -Keeping of pets Type and number of pets allowed: ..... The keeping of pets is subject to any local government laws for Note: the relevant district. Clause 19 -Specify any premises the tenant will share with other tenants (1)Shared at the park. premises (2) Specify any restrictions on the access to those premises. The park operator may make changes to the residential park (3) resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes. Clause 20 — Vacant possession of the agreed premises will be given to the Vacant tenant on the day on which the tenant is entitled under this possession agreement to take up occupation of the agreed premises. Exclude this clause:  $\Box$  Yes  $\Box$  No If this clause is not excluded, are there any modifications or restrictions to the clause?  $\square$  Yes  $\square$  No

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If yes, outline the modification or restriction below: This clause can be modified or restricted by marking the relevant Note: box above and by either -(a) setting out the modification or restriction in the space provided below the clause; or if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or (b) restriction in Division 5. Clause 21 (1) On the part of the park operator, there is no legal impediment No legal to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for impediment to occupation of the period of this agreement. tenanted (2) In this clause premises "impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge. Exclude this clause: 
Yes 
No If this clause is not excluded, are there any modifications or restrictions to the clause? 
Yes 
No If yes, outline the modification or restriction below: ..... ..... This clause can be modified or restricted by marking the relevant Note: box above and by either setting out the modification or restriction in the space provided below the clause; or (a) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or (b) restriction in Division 5. Clause 22 The tenant must keep the site and both the interior and the exterior Responsibility for cleanliness of the on-site home in a reasonable state of cleanliness. Exclude this clause: 
Yes 
No If this clause is not excluded, are there any modifications or restrictions to the clause? 
Yes 
No

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# Residential Parks (Long-stay Tenants) Regulations 2007Fixed term on-site home agreementSchedule 2General termsDivision 4

	If yes	s, outline the modification or restriction below:
		·
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		<ul> <li>(a) setting out the modification or restriction in the space provided below the clause; or</li> </ul>
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 23 — Responsibility for damage	(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 any damage —
		(a) to the site or to any fittings or fixtures on the site; or
		(b) to the exterior or interior of the on-site home; or
		(c) 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.
	Exclu	ıde this clause: □ Yes □ No
	If this	s clause is not excluded, are there any modifications or
	restri	ctions to the clause? $\Box$ Yes $\Box$ No
	If yes	s, outline the modification or restriction below:
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 24 —	(1)	The park operator must —
Park		(a) provide the agreed premises and the shared premises in
operator's responsibility		a reasonable state of cleanliness; and
for cleanliness		(b) maintain the shared premises in a reasonable state of

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 2 Fixed term on-site home agreement

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and repairs	cleanliness; and
	<ul> <li>(c) provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; and</li> </ul>
	(d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of residents of the park.
	(2) Without limiting the park operator's obligations under subclause (1) the park operator must carry out any work specified in the Condition report set out in Division 6 clause 3.
	Exclude this clause:  Yes  No
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relev- box above and by either —
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification restriction in Division 5.
Clause 25 — Compensation where tenant	(1) The park operator must compensate the tenant for any reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where —
sees to repairs	<ul> <li>(a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and likely to cause injury to person or property or undue inconvenience to the tenant; and</li> </ul>
	(b) the tenant has made a reasonable attempt to give to th park operator notice of the state of disrepair and of hi or her intention to incur expense in repairing the premises.
	(2) However, the park operator is not obliged to compensate the tenant unless —
	<ul> <li>(a) the person who carries out the repairs holds a licence do such work, if a written law requires the person to hold the licence; and</li> </ul>

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General terms	Division

	prepared by the repairer as to the apparent cause of the state of disrepair.						
	(3) Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made.						
	Exclude this clause:						
	If this clause is not excluded, are there any modifications or restrictions to the clause? $\square$ Yes $\square$ No						
	If yes, outline the modification or restriction below:						
	Note: This clause can be modified or restricted by marking the relevant box above and by either —						
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>						
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.						
Clause 26 —	The tenant —						
Tenant's conduct on	<ul> <li>(a) must not cause or permit a nuisance anywhere in the residential park; and</li> </ul>						
premises	(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.						
	Exclude this clause: $\Box$ Yes $\Box$ No						
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No						
	If yes, outline the modification or restriction below:						
	Note: This clause can be modified or restricted by marking the relevant box above and by either —						
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>						
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.						

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Clause 27 — Quiet enjoyment	(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 shared premises.
Clause 28 — Locks	(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 will 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.
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (2) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	(3) The park operator will 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 will 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.
	Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (3) or (4) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.
	Exclude this clause:  Yes  No
	If this clause is not excluded, are there any modifications or

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			clause? 🗆 Yes 🗆 No				
	If yes, ou	If yes, outline the modification or restriction below:					
	Note 4:		ause can be modified or restricted by marking the relevant ove and by either —				
		(a)	setting out the modification or restriction in the space provided below the clause; or				
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.				
Clause 29 — Park operator's right of entry	oth	er premis	erator may enter the agreed premises and any ses occupied by the tenant under this agreement, y relocatable home or other structure provided t —				
	(a)		he consent of the tenant given at, or immediately e, the time of entry; or				
	(b)	at any	time in an emergency.				
	(2) The	e park op	erator may enter the agreed premises —				
	(a)	where park o	ing at least 24 hours' written notice to the tenant the park operator requires access to meet the perator's obligations under this Act or to inspect s and maintenance to the site; or				
	(b)	notice 14 day	ay and at a reasonable time specified in a written given to the tenant at least 7 and not more than <i>s</i> in advance, for the purpose of inspecting the ses or for any other purpose; or				
	(c)	rent un the ren	reasonable time for the purpose of collecting the nder this agreement, where under this agreement at is payable not more frequently than once each and is to be collected at the premises; or				
	(d)	the oc	e purpose of inspecting the agreed premises, on casion of a rent collection referred to in aph (c), but not more frequently than once every ks; or				
	(e)	repair: any re	e purpose of carrying out or inspecting necessary s to or maintenance of the agreed premises, at asonable time, after giving the tenant at least ars' notice; or				
	(f)	occasi	reasonable time and on a reasonable number of ons during the 21 days before this agreement after giving the tenant reasonable notice, for the				

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purpose of showing the agreed premises to prospective tenants; or
(g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.
Exclude this clause:  Yes  No
If this clause is not excluded, are there any modifications or restrictions to the clause? $\square$ Yes $\square$ No
If yes, outline the modification or restriction below:
Note: This clause can be modified or restricted by marking the relevant box above and by either —
<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

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# Residential Parks (Long-stay Tenants) Regulations 2007Fixed term on-site home agreementSchedule 2General termsDivision 4

(1) The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises:

Yes
No

(2) If yes —

Clause 30 — Tenant's right

to remove

fixtures or

alter premises		(a)	the written consent of the park operator is required: $\Box$ Yes $\Box$ No					
		(b)	the following additional conditions apply:					
	(3)		park operator must not withhold consent unreasonably.					
	(4)	prem he or prem	ny time while the tenant's right to occupy the agreed nises continues, the tenant may remove any fixture that r she has, with the park operator's consent, affixed to the nises, unless the removal of the fixture would cause arable damage to the agreed premises.					
	(5)	agree and, comp	e tenant's removal of a fixture causes damage to the ed premises, the tenant must notify the park operator at the option of the park operator, repair the damage or pensate the park operator for any reasonable expenses rred by the park operator in repairing the damage.					
	Exclu	Exclude this clause:  Yes  No						
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No							
	If yes	If yes, outline the modification or restriction below:						
		-						
	Note:		This clause can be modified or restricted by marking the relevant box above and by either —					
			<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>					
			(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.					
Clause 31— Provision for	(1)		tenant may assign his or her interest under this ement or sub-let the agreed premises: $\Box$ Yes $\Box$ No					
assigning or	(2)	If ye	s —					
sub-letting the premises		(a)	the written consent of the park operator is required: $\square$ Yes $\square$ No					
		(b)	the following additional conditions apply:					

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	(3)			r to subclause (2)(a) is yes —	
		(a)	the par conser	rk operator must not unreasonably withhold nt; and	
		(b)		rk operator must not make any charge for giving nsent except for reasonable incidental expenses.	
	Note:		provisio assignn subject	Schedule 1 clause 16(4) to the Act, the operation of a on of this agreement that purports to permit the nent of the tenant's interest under this agreement is to the operation of any other written law that prohibits or as such an assignment.	
Clause 32 — Tenant's vicarious responsibility for breach of agreement	(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 this agreement if done or omitted by the tenant.			
	(2)	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.			
	Exclu	ide thi	e: □ Yes □ No		
				t excluded, are there any modifications or clause? □ Yes □ No	
	If yes	modification or restriction below:			
	Note:			ause can be modified or restricted by marking the relevant ove and by either —	
			(a)	setting out the modification or restriction in the space provided below the clause; or	
			(b)	f there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	

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# Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 2 Fixed term on-site home agreement Schedule 2

General terms Division 4

Clause 33 — Repositioning of on-site home	<ul> <li>The park operator reserves the right to reposition the on-site home to a comparable site in the park if necessary.</li> <li>□ Yes □ No</li> </ul>					
		res, the park operator must pay for all the tenant's benses resulting from any repositioning of the on-site me.				
Clause 34 — Notice of	The perio	d of notice for the termination of this agreement is:				
termination	Note 1: If notice of termination is given —					
		<ul> <li>(a) by the park operator under Part 3 Division 2 of the Act; or</li> </ul>				
		(b) by the tenant under Part 3 Division 3 of the Act,				
		section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator.				
	Note 2:	Under section 33(2) of the Act, this agreement is terminated when both of the following events have occurred —				
		(a) the fixed term has ended;				
		(b) the tenant has given vacant possession of the agreed premises to the park operator.				
	Note 3:	Section 33(3) of the Act provides that in any other case, this agreement ends when —				
		<ul> <li>the State Administrative Tribunal terminates this agreement under Part 5; or</li> </ul>				
		<li>(b) a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or</li>				
		<ul> <li>a mortgagee of the agreed premises takes possession of the premises under the mortgage; or</li> </ul>				
		(d) the tenant abandons the agreed premises; or				
		<ul> <li>the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or</li> </ul>				
		<ul> <li>the rights under this agreement of the park operator or the tenant are ended by merger.</li> </ul>				
	Note 4:	Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 60 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.				
	Note 5:	Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.				
Clause 35 — No unilateral variation of		provided in clauses 7(1) and 10, neitherNeither the park for the tenant can vary this agreement unilaterally.				
agreement						

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Schedule 2 Fixed term on-site home agreement Special terms

Clause 36 — The tenant agrees to comply with the park rules set out in		
<b>Park rules</b> Division / as amended by the park operator from time to time in accordance with regulation 21 of the regulations.	Clause 36 — Park rules	Division 7 as amended by the park operator from time to time in

[Division 4 amended in Gazette 5 Jul 2011 p. 2816.]

#### Division 5 — Special terms

Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section $9(1)$ of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

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#### **Division 6** — Condition report

Note: In this Division the park operator should set out the condition report prescribed under regulation 8(1)(a) and (2) and Schedule 5 clauses 1, 2, 3 and 4 of the regulations.

#### **Division 7** — Park rules

Note: In this Division the park operator should set out the park rules for the residential park.

#### **Division 8**— Information sheet

Note: In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(a) and Schedule 6 of the regulations.

#### **Division 9** — Acceptance

Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.
estate agent	Park operator / managing real estate agent
signature/s	Signatory (print name)
	Signature
	Date Signed:
	DD MM YYYY
	Witness*
	Signatory (print name)
	Signature
	Date Signed:
	DD MM YYYY
	* Please note the witness cannot be the park operator or tenant.

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Schedule 2Fixed term on-site home agreementDivision 10Tenant's checklist

Tenant	Tenant (1)
signature/s	Signatory (print name)
	Signature
	Date Signed:
	DD MM YYYY
	Tenant (2)
	Signatory (print name)
	Signature
	Date Signed:
	DD MM YYYY
	Witness*
	Signatory (print name)
	Signature
	Date Signed:
	DD MM YYYY
	* Please note the witness cannot be the park operator or tenant

#### Division 10 — Tenant's checklist

□ I have received a copy of, and read, this agreement.
□ I have noted the clauses of this agreement that have been excluded, modified or restricted.
□ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.
<ul> <li>I have sought, or decided not to seek, independent legal advice.</li> <li>I have signed 2 copies of Division 9.</li> </ul>
Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.

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#### Schedule 3 — Periodic site-only agreement

[r. 6]

#### Division 1 — Preliminary

Introduction	(1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.				
	(2) This agreement is for a periodic tenancy commencing on the day specified in clause 5.				
	Note: A periodic tenancy is one where there is no fixed term.				
Notes to	This agreement is in 10 Divisions:				
tenants	Division 1 — Preliminary				
	Division 2 — Rent, fees and charges				
	Division 3 — Table of fees and charges for services and utilities				
	Division 4 — General terms				
	Division 5 — Special terms				
	Division 6 — Condition report				
	Division 7 — Park rules				
	Division 8 — Information sheet				
	Division 9 — Acceptance				
	Division 10 — Tenant's checklist				
	Before you sign this agreement, you should have completed the <b>TENANT'S CHECKLIST</b> in Division 10.				
	If you need general information about renting at a residential park				
	call the Consumer Protection Advice Line: <u>Contact Centre:</u> 1300 30 40-54				
	<ul> <li>visit the <u>Consumer ProtectionDepartment of Commerce's</u> website: www.docepcommerce.wa.gov.au</li> </ul>				
	WARNING				
	This is a long-stay agreement with no fixed term.				
	You could be given 180 days notice to vacate the site without explanation and you MIGHT NOT receive compensation for losses incurred, such as relocation expenses.				
	In this agreement, unless the contrary intention appears —				
Clause 1 —	"Act" means the <i>Residential Parks (Long-stay Tenants)</i>				
Terms used in this agreement	Act means the Residential Parks (Long-stay Tenants) Act 2006;				
	"agreed premises" means the site, any structures on the site that are provided by the park operator and that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;				
	"Division" means a Division of this agreement;				
	"park operator" means the party referred to in clause 2;				

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 3Periodic site-only agreement

Division 1 Preliminary

	"regulations" means the <i>Residential Parks (Long-stay Tenants) Regulations</i> 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 4;			
	"shared premises", in relation to the residential park, means —			
	<ul> <li>(a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and</li> </ul>			
	<ul> <li>(b) any fixtures, fittings or chattels in or on the common areas or structures;</li> </ul>			
	"site" means the site referred to in clause 4;			
	"tenant" means the party referred to in clause 3.			
Clause 2 —	Park operator's details (not required if managing real estate			
Park operator / managing real	agent's details are provided below)			
estate agent	First name Last name			
details	Business address			
	Suburb State DD Postcode DDD			
	Phone () Fax ()			
	Email address			
	Managing real estate agent's details (if applicable)			
	Name Address			
	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
Clause 3 —	Tenant/s name/s			
Tenant/s	Current address			
details				
	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
	Place of occupation			
	•			
	Suburb State $\Box \Box \Box$ Postcode $\Box \Box \Box \Box$			

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic site-only agreementSchedule 3Rent, fees and chargesRent

Clause 4 — Residential park and site details     (1)       (2)        (2)        (3)        Clause 4 — Residential park and site     Par	Site location (e.g. site number or other description)
Residential     (1)       park and site        details     (2)           (3)     Clause-4       Park and site     Park and site	Site location (e.g. site number or other description)
details (2)	
Clause-4 Par Residential park and site	
Clause-4 Par Residential park and site	Area of site (e.g. Zm <sup>2</sup> or X metres by Y metres)
park and site	k name and address
L Site	
	e location (e.g. site number or other description)
<u>Number of</u> residents	
allowed	mber of persons to reside permanently in(1) Maximum number of persons who may use a relocatable home on the site as their principal place of residence
<u>(2)</u>	Maximum number of <u>additional persons</u> <del>allowed to</del> who may reside on a temporary basis in a relocatable home on the site
(3) relo	<u>Total number of persons who may</u> reside in a ocatable home on the site at any one time
Are	ea of site (e.g. Zm <sup>2</sup> or X metres by Y metres)
	<u>(add the number of persons allowed</u> under subclauses (1) and (2))
Clause 5 — Con Agreement commencement date	

[Division 1 amended in Gazette 5 Jul 2011 p. 2816.]

#### Division 2 — Rent, fees and charges

Clause 6 — Rent	(1)	Rent: \$ per 🗆 week / 🗆 fortnight / 🗆 month
Rent		(Please tick applicable period)
	(2)	Number of persons included in the rent:
	<u>(2)</u>	An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in a
		relocatable home on the site.
	Note:	Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 3Periodic site-only agreement

Division 2 Rent, fees and charges

Clause 7 — Rent payment day	Rent payment day			
Clause 8 —	□ Cash	□ Cheque		
Method of rent payment	□ EFTPOS	□ Credit card		
	<ul> <li>Direct deposit into specified financial institution</li> <li>Other (please specify)</li> </ul>	Deduction from pension		
Clause 9 — Location of rent payment		(e.g. at the park's office, at the park		
Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:			
	Note: Section 25 of the Act s than 2 weeks' rent.	tates that this amount must not be more		
Clause 11 —	(1) Rent increases allowed:	🗆 Yes 🗆 No		
Rent variation	(a) the park oper	- <u>Schedule 1 clause 4 to the Act</u> ator must give, provides that a review of i <del>0 days notice</del> intervals of <del>any rent</del>		
	12 months after the da	<del>creased until at least 6less than</del> <del>y on which the tenancy period began or</del> <del>s last increased<u>is of no effect</u>.</del>		
	(2) How the rent may be vari	ed: (i.e. basis for reviewing e.g. —		
	for Perth published referred to in section	the all groups consumer price index by the Australian Statistician n 5 of the Australian Bureau of of the Commonwealth); or		
	(b) percentage increase	e on current rent; or		
	(c) review on a market	rent basis).		
	subclause cannot spec rent on any single revie	ise 4(3) and (4) to the Act, the above ify more than one basis for calculating we date, however this does not prevent ulating rent being specified for different		

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# Residential Parks (Long-stay Tenants) Regulations 2007 Periodic site-only agreement Schedule 3

Rent, fees and charges Division 2

	Note 3: Note 4:	cannot is not re that rev this agr Under s for a re the amo the parl purpose	Schedule 1 clause 4(5) to the Act, the above subclause provide that the rent payable on and after a review date aduced if the amount calculated on the basis specified for iew date is less than the amount that was payable under eement immediately before the review date. Section 31 of the Act, if a long-stay agreement provides view of rent on a market rent basis then, when calculating pount of rent to be payable on and after the review date, soperator must have regard to a report obtained for the by the park operator from a person licensed under the <i>aluers Licensing Act</i> 1978.
	(3) Whe		nt may be varied:
	(5)		in ing oo varioal
	Note 5:		Schedule 1 clause 4(2) and (6) to the Act —
		(a)	If it is the practice of the park operator to review the rent payable by long-stay 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 agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;
		(b)	the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.
Clause 12 —	(1) The	tenant i	s not required to pay —
No accelerated	(a)	any re	nt remaining payable under this agreement; or
rent and liquidated	(b)	rent of	an increased amount; or
damages	(c)	an am	ount by way of penalty; or
unninges	(d)		ount by way of liquidated damages,
			ch of this agreement, the Act or any other written
	law.		,
	Note 1:		Schedule 1 clause 18(1) to the Act, this agreement would to the extent that it provided for any such payment.
	reba	te, refur	s not entitled to any reduction in rent, or any ad or other benefit, because the tenant has not s agreement, the Act or another written law.
	Note 2:	any red be depe	Schedule 1 clause 18(2) to the Act, if in this agreement luction, rebate, refund or other benefit were expressed to andant on compliance with this agreement, the Act or written law —
		(a)	this agreement would be taken to be varied from the commencement of the tenancy; and
		(b)	the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 3Periodic site-only agreement

**Division 2** Rent, fees and charges

Clause 13 — Security bonds	4 weeks' r	• m	
Security bolius	Security de (not more		
	Fumigation (not more)	n (cats or dogs) than \$100)	
	Total	. ,	
	Total		
	Note:		e Act specifies the maximum amount for the ating to security devices and pets (\$100 each).

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic site-only agreementSchedule 3Rent, fees and chargesDivision 2

Clause 14 — Charges for additional residents	(1)	Charge for each person residing on the agreed premises in addition to the number of permanent residents persons who may use a relocatable home on the site as their principal place of residence, specified in clause 6:4A(1): \$ per 🗆 night / 🗆 week / 🗋 fortnight / 🗆 month (Please tick applicable period)
	(2)	For <u>Clause 1 of</u> the <del>purposes of subclause (1) specify any</del> provisions relating to—
		(a) what constitutes "residing" (e.g. the minimum period); and
	<del>(b)</del>	- <u>information sheet set out in Division 8 gives information</u> <u>about</u> who <del>is towill</del> be considered <u>to be</u> an <u>"additional</u> person" (e.g. does it include a carer or nurse who stays overnight), residing on the agreed premises.
		State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.
	Note 1	: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
	(3)	If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.
	Note 2	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	(4)	State any other provisions applicable in relation to the application or calculation of a charge under this clause.
	Note 3	
		Division 5" and specify the details in Division 5.

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 3Periodic site-only agreement

Division 2 Rent, fees and charges

	Exclude th	nis clause: □ Yes □ No			
	Note 4:	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.			
Clause 15 — Fees and charges for	tena	fees and charges set out in Division 3 are payable by the nt during the term of this agreement for services and ties provided in relation to the agreed premises.			
services and	(2) If a	fee or charge under subclause (1) —			
utilities	(a)	is not included in the rent; and			
	(b)	is imposed by a State agency or instrumentality for services or utilities provided by it; and			
	(c)	is varied by that State agency or instrumentality,			
		amount payable by the tenant for that fee or charge under agreement will vary accordingly.			
	Exclude s	ubclause (2):  Yes  No			
	If this subclause is not excluded, are there any modifications or restrictions to the subclause?  Yes No				
	If yes, outline the modification or restriction below:				
	Note:	This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —			
		<ul> <li>(a) setting out the modification or restriction in the space provided below the subclause; or</li> </ul>			
		(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 16 — Rates, taxes and charges	The park operator must bear the cost of all rates, taxes or imposed in respect of the agreed premises and the shared under any of the following written laws —				
payable by	(a)	the Land Tax Act 2002:			
park operator	(b)	· · · · · · · · · · · · · · · · · · ·			
	(c) (c)	any written law under which a rate, tax or charge is imposed for "water services", as defined in the <i>Water</i> <i>Agencies (Powers) Act 1984</i> , except a charge for water consumed.			
	Exclude the	nis clause: 🗆 Yes 🗆 No			
		use is not excluded, are there any modifications or			
	restriction	s to the clause?  Yes  No			

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Periodic site-only agreement Schedule 3

Table of fees and charges for services and utilities

If yes, or	tline the	modification or restriction below:
Note:		ause can be modified or restricted by marking the relevant ove and by either —
	(a)	setting out the modification or restriction in the space provided below the clause; or
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5

[Division 2 amended in Gazette 5 Jul 2011 p. 2816-17.]

#### Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 3Periodic site-only agreement

Division 4 General terms

	Division 4 — General terms
Clause 17 — Children	Children allowed to live on the agreed premises: $\Box$ Yes $\Box$ No
Children	Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —
	(a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or
	(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.
Clause 18 —	Pets allowed:  Yes  No
Keeping of pets	Type and number of pets allowed:
	Note: The keeping of pets is subject to any local government laws for the relevant district.
Clause 19 — Shared	(1) Specify any premises the tenant will share with other tenants at the park.
premises	
	(2) Specify any restrictions on the access to those premises.
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.
	Exclude this clause: $\Box$ Yes $\Box$ No

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# Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 3 Periodic site-only agreement Schedule 3

General terms **Division 4** 

	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No		
	If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>		
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 21 — No legal impediment to occupation of tenanted	<ol> <li>On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement.</li> </ol>		
premises	(2) In this clause —		
premises	"impediment" means only an impediment of which, at the		
	time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge.		
	Exclude this clause: □ Yes □ No		
	If this clause is not excluded, are there any modifications or		
	restrictions to the clause? $\Box$ Yes $\Box$ No		
	If yes, outline the modification or restriction below:		
	Note: This clause can be modified or restricted by marking the relevant box above and by either —		
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>		
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 22 —	The tenant must keep the site and the exterior of the relocatable		
Responsibility for cleanliness	home on the site in a reasonable state of cleanliness.		

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 3Periodic site-only agreement

Division 4 General terms

	Exclude	e this clause	e: 🗆 Yes 🗆 No	
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No			
	If yes, outline the modification or restriction below:			
	Note:		use can be modified or restricted by marking the relevant ove and by either —	
		(a)	setting out the modification or restriction in the space provided below the clause; or	
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 23 — Responsibility for damage	р		nust not intentionally or negligently cause or ige to the agreed premises or the shared	
			nust notify the park operator, as soon as out in any case within 3 days, of any damage —	
	(;	a) to the	site or to any fittings or fixtures on the site; or	
	(	b) to the	exterior of the relocatable home on the site.	
	Exclude	e this clause	e: 🗆 Yes 🗆 No	
			t excluded, are there any modifications or clause? □ Yes □ No	
	If yes, o	outline the i	modification or restriction below:	
	Note:		use can be modified or restricted by marking the relevant ove and by either —	
		(a)	setting out the modification or restriction in the space provided below the clause; or	
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic site-only agreementSchedule 3General termsDivision 4

Clause 24 —	(1)	The park operator must —	
Park operator's		(a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and	
responsibility for cleanliness and repairs		(b) maintain the shared premises in a reasonable state of cleanliness; and	
und repuits		(c) provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; 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 residents of the park.	
	(2)	Without limiting the park operator's obligations under subclause (1) the park operator must carry out any work specified in the Condition report set out in Division 6 clause 3.	
	Exclu	de this clause:  Yes  No	
		clause is not excluded, are there any modifications or	
		ctions to the clause?  Yes  No	
	If yes	, outline the modification or restriction below:	
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —	
		<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>	
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 25 —	(1)	The park operator must compensate the tenant for any	
Compensation where tenant	.,	reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where —	
sees to repairs		<ul> <li>(a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and</li> </ul>	
		(b) the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.	
	(2)	However, the park operator is not obliged to compensate the tenant unless —	

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 3Periodic site-only agreement

	•	
Division 4	General terms	

	<ul> <li>(a) the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and</li> </ul>
	(b) the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.
	(3) Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made.
	Exclude this clause: $\Box$ Yes $\Box$ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? $\square$ Yes $\square$ No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 26 —	The tenant —
Tenant's conduct on	<ul> <li>(a) must not cause or permit a nuisance anywhere in the residential park; and</li> </ul>
premises	(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.
	Exclude this clause:  Yes  No
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No
	If yes, outline the modification or restriction below:

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic site-only agreementSchedule 3General termsDivision 4

	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 27 — Quiet enjoyment	(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 shared premises.
Clause 28 — Locks	(1) The tenant will 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.
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	(2) The park operator will 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 will 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.
	Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.

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Division 4 General terms

	Exclude this clause: □ Yes □ No							
	If this clause is not excluded, are there any modifications or restrictions to the clause? $\square$ Yes $\square$ No							
	If yes, outline the modification or restriction below:							
	Note 4:	This clause can be modified or restricted by marking the relevant box above and by either —						
		<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>						
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.						
Clause 29 — Park operator's right of entry	othe	park operator may enter the agreed premises and any or premises occupied by the tenant under this agreement, uding any relocatable home or other structure provided he tenant —						
0 1	(a)	with the consent of the tenant given at, or immediately before, the time of entry; or						
	(b)	at any time in an emergency.						
		park operator may enter the agreed premises —						
	(a)	on giving at least 24 hours' written notice to the tenant where the park operator requires access to meet the park operator's obligations under this Act or to inspect repairs and maintenance to the site; or						
	(b)	on a day and at a reasonable time specified in a written notice given to the tenant at least 7 and not more than 14 days in advance, for the purpose of inspecting the premises or for any other purpose; or						
	(c)	at any reasonable time for the purpose of collecting the rent under this agreement, where under this agreement the rent is payable not more frequently than once each week and is to be collected at the premises; or						
	(d)	for the purpose of inspecting the agreed premises, on the occasion of a rent collection referred to in paragraph (c), but not more frequently than once every 4 weeks; or						
	(e)	for the purpose of carrying out or inspecting necessary repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or						

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic site-only agreementSchedule 3General termsDivision 4

		(f) at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or					
		(g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.					
	Exclu	de this clause:  Yes  No					
		clause is not excluded, are there any modifications or tions to the clause? □ Yes □ No					
	If yes,	outline the modification or restriction below:					
	Note: This clause can be modified or restricted by marking the relevant box above and by either —						
		<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>					
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.					
Clause 30 — Tenant's right to remove	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: □ Yes □ No					
fixtures or	(2)	If yes —					
alter premises		<ul> <li>(a) the written consent of the park operator is required:</li> <li>□ Yes □ No</li> </ul>					
		(b) the following additional conditions apply:					
	(3)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: $\Box$ Yes $\Box$ No					
	(4)	If yes —					
		<ul> <li>(a) the written consent of the park operator is required:</li> <li>□ Yes □ No</li> </ul>					
		(b) the following additional conditions apply:					

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Division 4 General terms

	<ul><li>(5) The park operator must not withhold consent unreasonably.</li><li>(6) At any time while the tenant's right to occupy the agreed</li></ul>
	(6) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises.
	(7) 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.
	Exclude this clause:  Yes  No
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No
]	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 31 — Selling	<ol> <li>Tenant permitted to sell a relocatable home owned by the tenant on the site: □ Yes □ No</li> </ol>
relocatable home	(2) If yes, state any restrictions which apply in relation to the size and placement of any "for sale" sign on the relocatable home or elsewhere in the park.

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic site-only agreementSchedule 3General termsDivision 4

	_						
	(3)	(3) State any other restrictions which affect 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.					
Clause 32 — Provision for	(1)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises:  Yes  No					
assigning or sub-letting the	(2)	If yes —					
premises		<ul> <li>(a) the written consent of the park operator is required:</li> <li>□ Yes □ No</li> </ul>					
		(b) the following additional conditions apply:					
	(3)	If the answer to subclause (2)(a) is yes —					
		(a) the park operator must not unreasonably withhold consent; and					
		(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.					
	Note:	Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.					
Clause 33 — Tenant's vicarious responsibility for breach of	(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 this agreement if done or omitted by the tenant.					
agreement	(2)	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.					
	Excl	ude this clause: □ Yes □ No					

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Division 4 General terms

	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No         If yes, outline the modification or restriction below:				
Clause 34 — Repositioning of relocatable	<ul> <li>(1) The park operator reserves the right to reposition the tenant's relocatable home to a comparable site in the park if necessary:</li></ul>				
home	(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the relocatable home.				
Clause 35 — Notice of termination	The period of notice for the termination of this agreement is:				
	Note 1: If notice of termination is given —				
	<ul> <li>by the park operator under Part 3 Division 2 of the Act; or</li> </ul>				
	(b) by the tenant under Part 3 Division 3 of the Act,				
	section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator.				
	Note 2: Section 33(3) of the Act provides that in any other case, this agreement ends when —				
	<ul> <li>the State Administrative Tribunal terminates this agreement under Part 5; or</li> </ul>				
	<ul> <li>a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or</li> </ul>				
	<ul> <li>a mortgagee of the agreed premises takes possession of the premises under the mortgage; or</li> </ul>				
	(d) the tenant abandons the agreed premises; or				
	<ul> <li>the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or</li> </ul>				
	(f) the rights under this agreement of the park operator or the tenant are ended by merger.				

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## Residential Parks (Long-stay Tenants) Regulations 2007 Periodic site-only agreement Schedule 3

Special terms

	Note 3:	Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given.
	Note 4:	Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given.
Clause 36 — No unilateral variation of agreement		s provided in clauses 34(1) and 36, neither <u>Neither</u> the park nor the tenant can vary this agreement unilaterally.
Clause 37 — Park rules	Division	nt agrees to comply with the park rules set out in 7 as amended by the park operator from time to time in ce with regulation 21 of the regulations.

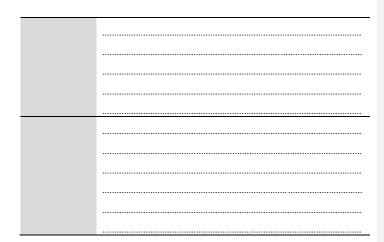
[Division 4 amended in Gazette 5 Jul 2011 p. 2817.]

### Division 5 — Special terms

Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section $9(1)$ of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

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Division 6 Condition report



### **Division 6** — Condition report

Note: In this Division the park operator should set out the condition report prescribed under regulation 8(1)(b) and (2) and Schedule 5 clauses 2, 3 and 4 of the regulations.

#### Division 7 — Park rules

Note: In this Division the park operator should set out the park rules for the residential park.

### **Division 8**— Information sheet

Note: In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

### Division 9 — Acceptance

Park operator / managing real estate agent signature/s	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.			
	Park operator / managing real estate agent			
	Signatory (print name)			
	Signature			
	Date Signed:			
	DD MM YYYY			
	Witness*			

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# Residential Parks (Long-stay Tenants) Regulations 2007Periodic site-only agreementSchedule 3AcceptanceDivision 9

	Signatory (print name)					
	Signature					
	Date Signed:					
	DD MM YYYY					
	* Please note the witness cannot be the park operator or tenant.					
Tenant	Tenant (1)					
signature/s	Signatory (print name)					
	Signature					
	Date Signed:					
	DD MM YYYY					
	Tenant (2)					
	Signatory (print name)					
	Signature					
	Date Signed:					
	DD MM YYYY					
	Witness*					
	Signatory (print name)					
	Signature					
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$					
	DD MM YYYY					
	* Please note the witness cannot be the park operator or tenant.					
Cooling off period	Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —					
F	<ul> <li>(a) at any time within 5 working days after this agreement commencement date specified in clause 5; or</li> </ul>					
	(b) if the park operator does not comply with section 11(1) of the Act within the time specified in that subsection but does provide the documents required under that section — at any time within 10 working days after the day on which the documents required under that section are given to the tenant.					
	Note 2: Under section 18(2) of the Act, the tenant cannot rescind this agreement after taking up occupation of the agreed premises.					

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Schedule 3 Division 10 Tenant's checklist

Division 10 — Tenant's checklist					
	□ I have received a copy of, and read, this agreement.				
	□ I have noted the clauses of this agreement that have been excluded, modified or restricted.				
	□ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.				
	□ I have sought, or decided not to seek, independent legal advice.				
	□ I have signed 2 copies of Division 9.				
	Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.				

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### Schedule 4 — Fixed term site-only agreement

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	ion	-Pro		

Introduction	<ol> <li>This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.</li> <li>This agreement is for a fixed term tenancy commencing and</li> </ol>
	ending on the days specified in clause 5.
Notes to tenants	This agreement is in 10 Divisions: Division 1 — Preliminary Division 2 — Rent, fees and charges Division 3 — Table of fees and charges for services and utilities Division 4 — General terms Division 5 — Special terms Division 6 — Condition report Division 7 — Park rules Division 7 — Park rules Division 9 — Acceptance Division 10 — Tenant's checklist Before you sign this agreement, you should have completed the <b>TENANT'S CHECKLIST</b> in Division 10. If you need general information about renting at a residential park — • call the Consumer Protection Advice Line: <u>Contact Centre</u> , 1300 30 40-54
	visit the Consumer ProtectionDepartment of <u>Commerce's</u> website:     www.docepcommerce.wa.gov.au
	WARNING This is a long-stay agreement for a fixed term.
	You could be given 180 days notice to vacate the site if the park is being sold, but compensation is payable by the park operator for losses incurred.
Clause 1 — Terms used in this agreement	In this agreement, unless the contrary intention appears — <b>"Act"</b> means the <i>Residential Parks (Long-stay Tenants)</i> <i>Act 2006</i> ;
	<ul> <li>"agreed premises" means the site, any structures on the site that are provided by the park operator and that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;</li> <li>"Division" means a Division of this agreement;</li> </ul>
	"park operator" means the party referred to in clause 2;

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Division 1 Preliminary

	"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 4;			
	"shared premises", in relation to the residential park, means —			
	<ul> <li>(a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and</li> </ul>			
	<li>(b) any fixtures, fittings or chattels in or on the common areas or structures;</li>			
	"site" means the site referred to in clause 4;			
	"tenant" means the party referred to in clause 3.			
Clause 2 —	Park operator's details (not required if managing real estate			
Park operator / managing real	agent's details are provided below)			
estate agent	First name Last name			
details	Business address			
	Suburb         State         D         Postcode         D         D           Phone ( )         Fax ( )         Fax ( )         Email address			
	Managing real estate agent's details (if applicable) Name			
	Address			
	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
Clause 3 —	Tenant/s name/s			
Tenant/s details	Current address			
uctuns				
	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
	Place of occupation			
	Suburb State DD Postcode DDD			
	Phone ( ) Fax ( )			

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# Residential Parks (Long-stay Tenants) Regulations 2007Fixed term site-only agreementSchedule 4Rent, fees and charges

	Email address
<u>Clause 4 —</u> <u>Residential</u> park and site	(1) Park name and address
<u>details</u>	(2) Site location (e.g. site number or other description)
	(3) Area of site (e.g. Zm <sup>2</sup> or X metres by Y metres)
Clause-4	Park name and address
park and site details <u>4A</u>	Site location (e.g. site number or other description)
<u>Number of</u> <u>residents</u> allowed	
anowed	Number of persons to reside permanently in1) Maximum number of persons who may use a relocatable home on the site as their principal place of residence
	(2) Maximum number of <u>additional</u> persons <del>allowed to who may</del>
	reside on a temporary basis in a relocatable home on the site
	(3) Total number of persons who may reside in a relocatable home on the site at any one time
	Area of site (e.g. Zm <sup>2</sup> or X metres by Y metres) 
Clause 5 — Fixed term of	
agreement	Termination date: $\Box \Box / \Box \Box \Box \Box \Box$ D D M M Y Y Y

[Division 1 amended in Gazette 5 Jul 2011 p. 2817-18.]

### Division 2 — Rent, fees and charges

Clause6 — Rent	(1)	Rent: $ \dots $ per $ \square $ week / $ \square $ fortnight / $ \square $ month
		(Please tick applicable period)
	<u>(2)</u>	An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in a relocatable home on the site.
	Note-	4: Division 3 specifies what fees or charges for services and

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Division 2 Rent, fees and charges

	utilities are included in the rent, if any. (2) Number of persons included in the rent:				
	(2) Number of persons included in the rent:				
		rent, if any.	Ji entirges i	or services and duffices are included	
Clause 7 —	Rent paym	ent day			
Rent payment dav					
Clause 8 —	□ Cash			Cheque	
Method of rent				-	
payment	□ EFTPO	)S	Ц	Credit card	
		deposit into		Deduction from pension	
	institu	ed financial			
		(please specify)			
		G			
Clause 9 —	Place when	e rent must be paid	: (e.g. at	the park's office, at the park	
Location of		operator's financial institution)			
rent payment					
Clause 10 —		°	e or duri	ng the first 2 weeks of the	
Rent in advance	tenancy an amount of:				
auvance	Note:	Section 25 of the Act		at this amount must not be more	
	nole.	than 2 weeks' rent.	states the	at this amount must not be more	
Clause 11 —	(1) Rent	increases allowed:	□ Yes	□ No	
Rent variation	(2) How	the rent may be va	ried: (i.e	. basis for reviewing e.g. —	
	(a)			groups consumer price index	
				Australian Statistician the Australian Bureau of	
				Commonwealth); or	
	(b)	percentage increa	se on cur	rent rent; or	
	(c)	review on a marke	et rent ba	usis).	
	Note 1:			and (4) to the Act, the above than one basis for calculating	
		different bases for ca		however this does not prevent ent being specified for different	
		review dates.			
	Note 2:			to the Act, the above subclause yable on and after a review date	
		is not reduced if the a	amount ca	lculated on the basis specified for	

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Fixed term site-only agreement Schedule 4 **Division 2**

Rent, fees and charges

Clause 12 — Note 3:       Under Schedule 1 clause 4(2) and (6) to the Act — (a) any rent remaining payable under this agreement, provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date.         (3)       When the rent may be varied:         (b)       (c)         (c)       When the rent may be varied:         (c)       (c)         (					
Clause 12 — No accelerated rent and damages       (1) The tenant is not required to pay. (1) The tenant is not ending payable under this agreement; or (2) an amount of the sagreement, the Act or any other written law.         Clause 12 — No te 4:       (1) The tenant is not required to pay. (2) an amount by way of penalty; or (3) The tenant is not ending payable under this agreement, or (b) rent of an increased amount; or (c) an amount by way of penalty; or (d) an amount by way of penalty; or (e) an amount by way of penalty; or (f) an amount by way of penalty; or (f) an amount by way of penalty; or (h) an amount by way of penalty; or (h) an amount by way of penalty; or (h) are the tenant is not the extent that is provided for any such payment. (a) any rent remaining payable under this agreement would be void to the extent that is provided for any such payment would be void to the extent that is provided for any such payment would be void to the extent that is provided for any such payment would be void to the extent that is provided for any such payment would be void to the extent that is provided for any such payment would be void to the extent that is provided for any such payment would be void to the extent that is provided for any such payment (c) The tenant is not entited to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or any other written any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or any other written law.         Note 2:       Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law.         Note 2:       Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund o					
(3) When the rent may be varied:         (4) When the rent may be varied:         (5) When the rent state of the park operator to review the rent paybe by long-stay tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of the tenancy;         (b) the above subclause cannot otherwise specify that the tenant has bove subclause cannot otherwise specify that the tenant is not required to pay —         (a) any rent remaining payable under this agreement; or         (b) rent of an increased amount; or         (c) an amount by way of penalty; or         (d) an amount by way of penalty; or         (d) an amount by way of liquidated damages, for any breach of this agreement, the Act or any other written law.         Note 1:       Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.         (2) The tenant is not entitled to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law.		for a review of rent on a market rent basis then, when calcula the amount of rent to be payable on and after the review date the park operator must have regard to a report obtained for th purpose by the park operator from a person licensed under th			
Clause 12 — Note 4:       Under Schedule 1 clause 4(2) and (6) to the Act — <ul> <li>(a) fit is the practice of the park operator to review the rent payable by long-stay 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 agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;             <li>(b) the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.</li> </li></ul> Clause 12 — No accelerated rent and liquidated damages         (1) The tenant is not required to pay — <ul> <li>(a) any rent remaining payable under this agreement; or</li> <li>(b) rent of an increased amount; or</li> <li>(c) an amount by way of penalty; or</li> <li>(d) an amount by way of penalty; or</li> <li>(d) an amount by way of liquidated damages, for any breach of this agreement, the Act or any other written law.</li> <li>Note 1: Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.</li> </ul> (2) The tenant is not entitled to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law.                    Note 2:		(3) Whe		-	
Note 4:       Under Schedule 1 clause 4(2) and (6) to the Act — <ul> <li>(a) if it is the practice of the park operator to review the rent payable by long-stay 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 agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;</li> <li>(b) the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.</li> </ul> Clause 12 — <ul> <li>No accelerated rent and liquidated damages</li> <li>(1) The tenant is not required to pay —                 <ul></ul></li></ul>				-	
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(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.			(a)		
Clause 13 — 4 weeks' rent			(b)		
	Clause 13 —	4 weeks' re	ent		

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**Division 2** Rent, fees and charges

Security bonds	Security d		
	(not more	than \$100)	
	0	n (cats or dogs) than \$100)	
	Total		
	Note:		e Act specifies the maximum amount for the ating to security devices and pets (\$100 each).

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# Residential Parks (Long-stay Tenants) Regulations 2007Fixed term site-only agreementSchedule 4Rent, fees and chargesDivision 2

Clause 14 — Charges for additional residents	(1)	Charge for each person residing on the agreed premises in addition to the number of permanent residentspersons who may use a relocatable home on the site as their principal place of residence, specified in clause 6:4A(1): \$ per □ night / □ week / □ fortnight / □ month (Please tick applicable period)
	(2)	For <u>Clause 1 of</u> the purposes of subclause (1) specify any provisions relating to(a) what constitutes "residing" (e.g. the minimum period); and
	<del>(b)</del>	information sheet set out in Division 8 gives information about who is towill be considered to be an "additional person" (e.g. does it include a carer or nurse who stays overnight), residing on the agreed premises.
		State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.
	Note 1	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
	(3)	If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.
	Note 2	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	(4)	State any other provisions applicable in relation to the application or calculation of a charge under this clause.
	Note 3	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

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Division 2 Rent, fees and charges

	Exclude th	his clause: □ Yes □ No			
	Note 4:	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.			
Clause 15 — Fees and charges for	tena	fees and charges set out in Division 3 are payable by the ant during the term of this agreement for services and ities provided in relation to the agreed premises.			
services and	(2) If a	fee or charge under subclause (1) —			
utilities	(a)	is not included in the rent; and			
	(b)	is imposed by a State agency or instrumentality for services or utilities provided by it; and			
	(c)	is varied by that State agency or instrumentality,			
		amount payable by the tenant for that fee or charge under agreement will vary accordingly.			
	Exclude s	ubclause (2): 🗆 Yes 🗆 No			
		clause is not excluded, are there any modifications or s to the subclause? □ Yes □ No			
	If yes, out	line the modification or restriction below:			
	Note 2:	This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —			
		<ul> <li>(a) setting out the modification or restriction in the space provided below the subclause; or</li> </ul>			
		(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 16 — Rates, taxes and charges	imposed i	operator must bear the cost of all rates, taxes or charges n respect of the agreed premises and the shared premises of the following written laws —			
payable by	(a)	(a) the Land Tax Act 2002;			
park operator	(b)	the Local Government Act 1995;			
	(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed.				
	Exclude the	nis clause: □ Yes □ No			
		If this clause is not excluded, are there any modifications or			
	restriction	s to the clause?  Yes  No			

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### Residential Parks (Long-stay Tenants) Regulations 2007 Fixed term site-only agreement Schedule 4

Fixed term site-only agreementSolutionTable of fees and charges for services and utilities

If yes, outli	ne the	modification or restriction below:
Note:		ause can be modified or restricted by marking the relevant ove and by either —
	(a)	setting out the modification or restriction in the space provided below the clause; or
	(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5

[Division 2 amended in Gazette 5 Jul 2011 p. 2818.]

### Division 3 — Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark "yes" or "no")	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity			
Gas			
Water			
Telephone			
Mowing / Gardening			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			
Other service / utility (please specify)			

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**Division 4** General terms

	Division 4 — General terms
Clause 17 — Children	<ul> <li>Children allowed to live on the agreed premises: □ Yes □ No</li> <li>Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —         <ul> <li>(a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or</li> <li>(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.</li> </ul> </li> </ul>
Clause 18 — Keeping of pets	Pets allowed:  Yes  No Type and number of pets allowed:
	Note: The keeping of pets is subject to any local government laws for the relevant district.
Clause 19 — Shared premises	<ol> <li>Specify any premises the tenant will share with other tenants at the park.</li> <li>(2) Specify any restrictions on the access to those premises.</li> <li>(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.</li> </ol>
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.
	Exclude this clause: $\Box$ Yes $\Box$ No If this clause is not excluded, are there any modifications or

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# Residential Parks (Long-stay Tenants) Regulations 2007Fixed term site-only agreementSchedule 4General termsDivision 4

	restrictions to the clause? □ Yes □ No				
	If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>				
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.				
Clause 21 — No legal impediment to occupation of	(1) On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement.				
tenanted premises	(2) In this clause —				
premises	"impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge. Exclude this clause:   Yes   No				
	If this clause is not excluded, are there any modifications or				
	restrictions to the clause? □ Yes □ No				
	If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>				
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.				
Clause 22 — Responsibility for cleanliness	The tenant must keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness.				
	Exclude this clause:  Yes  No				
	If this clause is not excluded, are there any modifications or				

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General terms

	restrictions to the clause? $\Box$ Yes $\Box$ No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	<ul> <li>(a) setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 23 — Responsibility for damage	<ol> <li>The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.</li> </ol>
5	<ul> <li>The tenant must notify the park operator, as soon as practicable but in any case within 3 days, of any damage —</li> </ul>
	(a) to the site or to any fittings or fixtures on the site; or
	(b) to the exterior of the relocatable home on the site.
	Exclude this clause:  Yes  No
	If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 24 —	(1) The park operator must —
Park	(a) provide the agreed premises and the shared premises in
operator's	a reasonable state of cleanliness; and
responsibility for cleanliness and repairs	<li>(b) maintain the shared premises in a reasonable state of cleanliness; and</li>
and repairs	(c) provide and maintain the agreed premises and the

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## Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 4 Fixed term site-only agreement Schedule 4

General terms **Division 4** 

	<ul> <li>shared premises in a reasonable state of repair having regard to their age, character and prospective life; and</li> <li>(d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of residents of the park.</li> <li>(2) Without limiting the park operator's obligations under subclause (1) the park operator must carry out any work specified in the Condition report set out in Division 6 clause 3.</li> <li>Exclude this clause:  Yes No</li> <li>If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes No</li> <li>If yes, outline the modification or restriction below:</li> </ul>
	Note:         This clause can be modified or restricted by marking the relevant box above and by either —           (a)         setting out the modification or restriction in the space provided below the clause; or           (b)         if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 25 — Compensation where tenant sees to repairs	<ol> <li>(1) The park operator must compensate the tenant for any reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where —         <ul> <li>(a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and</li> <li>(b) the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.</li> <li>(2) However, the park operator is not obliged to compensate the tenant unless —                  <ul></ul></li></ul></li></ol>

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

Division 4 General terms

restriction in Division 5.         Clause 26 —         Tenant's conduct on premises       The tenant —         (a) must not cause or permit a nuisance anywhere in the residential park; and       (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.         Exclude this clause: □ Yes □ No       If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No         If yes, outline the modification or restriction below:						
Exclude this clause: □ Yes □ No         If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No         If yes, outline the modification or restriction below:		the state	of the agreed premises at the time when this			
restrictions to the clause? □ Yes □ No         If yes, outline the modification or restriction below:		0				
If yes, outline the modification or restriction below:         If yes, outline the modification or restriction below:         Image: Second Sec			· ·			
Note:       This clause can be modified or restricted by marking the releval box above and by either — <ul> <li>(a) setting out the modification or restriction in the space provided below the clause; or</li> <li>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5" and setting out the modification or restriction in Division 5.</li> </ul> Clause 26 — <ul> <li>The tenant —</li> <li>(a) must not cause or permit a nuisance anywhere in the residential park; and</li> <li>(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.</li> <li>Exclude this clause: □ Yes □ No</li> <li>If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No</li> <li>If yes, outline the modification or restriction below:</li> <li>Mote:</li> <li>This clause can be modified or restricted by marking the releval box above and by either —                 <ul> <li>(a) setting out the modification or restriction in the space provided below the clause; or</li></ul></li></ul>						
box above and by either —         (a) setting out the modification or restriction in the space provided below the clause; or         (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.         Clause 26 —         Trenant's conduct on premises         The tenant —         (a) must not cause or permit a nuisance anywhere in the residential park; and         (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.         Exclude this clause: □ Yes □ No         If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No         If yes, outline the modification or restriction below:         Mote:       This clause can be modified or restricted by marking the releval box above and by either —         (a) setting out the modification or restriction in the space provided below the clause; or		n jes, outline t				
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provided below the clause; or         (b)       if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.         Clause 26 — Tenant's conduct on premises       The tenant — <ul> <li>(a) must not cause or permit a nuisance anywhere in the residential park; and</li> <li>(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.</li> <li>Exclude this clause: □ Yes □ No</li> <li>If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No</li> <li>If yes, outline the modification or restriction below:</li> <li>Mote:</li> <li>This clause can be modified or restricted by marking the relevan box above and by either —</li></ul>						
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<ul> <li>(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.</li> <li>Exclude this clause: □ Yes □ No</li> <li>If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No</li> <li>If yes, outline the modification or restriction below:</li> </ul>	conduct on					
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		(a				
		(t	"Refer to Division 5" and setting out the modification or			

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# Residential Parks (Long-stay Tenants) Regulations 2007Fixed term site-only agreementSchedule 4General termsDivision 4

Clause 27 — Quiet       (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 tille 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 hared 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 shared premises.         (1) The tenant will 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.         Note 1:       Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.         (2) The park operator will not alter, remove or add any lock or similar device to the agreed premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.         Note 2:       Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition is carried out.         (3) The park operator will not alter, remove or add any lock or similar device to the s		
<ul> <li>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.</li> <li>(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 shared premises.</li> <li>Clause 28 —         <ol> <li>The tenant will 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.</li> <li>Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.</li> <li>(2) The park operator will 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.</li> <li>(3) The park operator will 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.</li> <li>Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without treasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.</li> </ol> </li> <li>Note 3: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without treasonable excuse, in</li></ul>	Quiet	premises without interruption by the park operator or any person claiming by, through or under the park operator or
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<ul> <li>who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.</li> <li>(2) The park operator will 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.</li> <li>(3) The park operator will 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.</li> <li>Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator who breaches on the shared premises of the shared premises of the shared premises of the shared premises of the agreed premises and the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before</li> </ul>		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
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Exclude this clause: □ Yes □ No		Exclude this clause:
If this clause is not excluded, are there any modifications or		If this clause is not excluded, are there any modifications or
restrictions to the clause? □ Yes □ No		restrictions to the clause? $\Box$ Yes $\Box$ No
If yes, outline the modification or restriction below:		If yes, outline the modification or restriction below:

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Division 4 Gene

General terms

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	Note:		This clause can be modified or restricted by marking the relevant box above and by either —
			<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>
			(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 29 — Park operator's right of entry	(1)	othe inclu	park operator may enter the agreed premises and any r premises occupied by the tenant under this agreement, uding any relocatable home or other structure provided he tenant —
		(a)	with the consent of the tenant given at, or immediately before, the time of entry; or
		(b)	at any time in an emergency.
	(2)	The	park operator may enter the agreed premises —
		(a)	on giving at least 24 hours' written notice to the tenant where the park operator requires access to meet the park operator's obligations under this Act or to inspect repairs and maintenance to the site; or
		(b)	on a day and at a reasonable time specified in a written notice given to the tenant at least 7 and not more than 14 days in advance, for the purpose of inspecting the premises or for any other purpose; or
		(c)	at any reasonable time for the purpose of collecting the rent under this agreement, where under this agreement the rent is payable not more frequently than once each week and is to be collected at the premises; or
		(d)	for the purpose of inspecting the agreed premises, on the occasion of a rent collection referred to in paragraph (c), but not more frequently than once every 4 weeks; or
		(e)	for the purpose of carrying out or inspecting necessary repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or
		(f)	at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or
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## Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 4 Fixed term site-only agreement Schedule 4

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	If this restri	<ul> <li>(g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.</li> <li>ade this clause: □ Yes □ No</li> <li>as clause is not excluded, are there any modifications or ctions to the clause? □ Yes □ No</li> <li>a, outline the modification or restriction below:</li> </ul>
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		<ul> <li>(a) setting out the modification or restriction in the space provided below the clause; or</li> </ul>
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 30 — Tenant's right to remove	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: ☐ Yes ☐ No
fixtures or alter premises	(2)	If yes — (a) the written consent of the park operator is required: □ Yes □ No (b) the following additional conditions apply:
	(3)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: $\Box$ Yes $\Box$ No
	(4)	If yes — (a) the written consent of the park operator is required: □ Yes □ No (b) the following additional conditions apply:
	(5)	The park operator must not withhold consent unreasonably.

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 4Fixed term site-only agreementDivision 4General terms

At any time while the tenant's right to occupy the agreed (6) premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises. If the tenant's removal of a fixture causes damage to the (7)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. Exclude this clause: 
Yes 
No If this clause is not excluded, are there any modifications or restrictions to the clause? 
Yes 
No If yes, outline the modification or restriction below: ..... This clause can be modified or restricted by marking the relevant Note: box above and by either -(a) setting out the modification or restriction in the space provided below the clause; or if there is insufficient space below the clause, writing (b) "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 31 -(1) Tenant permitted to sell a relocatable home owned by the Selling tenant on the site:  $\Box$  Yes  $\Box$  No relocatable If yes, state any restrictions which apply in relation to the (2) home size and placement of any "for sale" sign on the relocatable home or elsewhere in the park. ..... (3) State any other restrictions which affect the sale of the relocatable home.

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## Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 4 Fixed term site-only agreement Schedule 4

General terms **Division 4** 

	(4)		t is not required to nominate the park operator as a gent in relation to the sale of the relocatable				
Clause 32 — Provision for	(1)		t may assign his or her interest under this t or sub-let the agreed premises: □ Yes □ No				
assigning or	(2)	If yes —					
sub-letting the premises			written consent of the park operator is required: ✓es □ No				
		(b) the	following additional conditions apply:				
	(3)	If the answ	wer to subclause (2)(a) is yes —				
			park operator must not unreasonably withhold sent; and				
			park operator must not make any charge for giving consent except for reasonable incidental expenses.				
	Note:	provi assig subje	er Schedule 1 clause 16(4) to the Act, the operation of a sion of this agreement that purports to permit the nment of the tenant's interest under this agreement is act to the operation of any other written law that prohibits or ates such an assignment.				
Clause 33 — Tenant's vicarious responsibility for breach of	(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 this agreement if done or omitted by the tenant.						
agreement	(2) 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.						
	Exclu	de this cla	use: 🗆 Yes 🗆 No				
	If this clause is not excluded, are there any modifications or restrictions to the clause?						
	If yes	outline th	e modification or restriction below:				

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Division 4 General terms

	Note:		use can be modified or restricted by marking the relevant we and by either —
		(a)	setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 34 — Repositioning of relocatable	rel	ocatable h	erator reserves the right to reposition the tenant's nome to a comparable site in the park if
home	ex		ark operator must pay for all the tenant's aulting from any repositioning of the relocatable
Clause 35 —	The perio	od of notic	e for the termination of this agreement is:
Notice of termination			
termination	Note 1:	If notice	of termination is given —
		(a)	by the park operator under Part 3 Division 2 of the Act; or
		(b)	by the tenant under Part 3 Division 3 of the Act,
		when th	33(1) of the Act provides that this agreement terminates e above period of notice has expired and the tenant has acant possession of the agreed premises to the park r.
	Note 2:		ection 33(2) of the Act, this agreement is terminated oth of the following events have occurred —
		(a)	the fixed term has ended;
		(b)	the tenant has given vacant possession of the agreed premises to the park operator.
	Note 3:		33(3) of the Act provides that in any other case, this ent ends when —
		(a)	the State Administrative Tribunal terminates this agreement under Part 5; or
		(b)	a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or
		(c)	a mortgagee of the agreed premises takes possession of the premises under the mortgage; or
		(d)	the tenant abandons the agreed premises; or
		(e)	the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or
		(f)	the rights under this agreement of the park operator or the tenant are ended by merger.

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Special terms

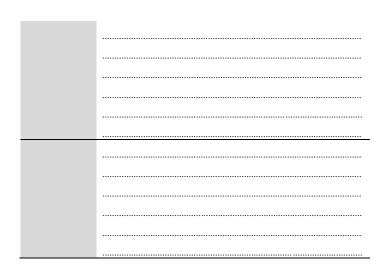
	Note 4: Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.
	Note 5: Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.
Clause 36 — No unilateral variation of agreement	Except as provided in clauses 13(1) and 15, neitherNeither the park operator nor the tenant can vary this agreement unilaterally.
Clause 37 — Park rules	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.
[Division 4]	amended in Gazette 5 Jul 2011 p. 2818.]

### **Division 5**—Special terms

Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section $9(1)$ of the Act, the special term will be void and of no effect to the extent of the inconsistency.
Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 4Fixed term site-only agreementDivision 6Condition report



### **Division 6** — Condition report

Note: In this Division the park operator should set out the condition report prescribed under regulation 8(1)(b) and (2) and Schedule 5 clauses 2, 3 and 4 of the regulations.

#### **Division 7**—**Park rules**

Note: In this Division the park operator should set out the park rules for the residential park.

#### **Division 8**— **Information sheet**

Note: In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

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# Residential Parks (Long-stay Tenants) Regulations 2007Fixed term site-only agreementSchedule 4AcceptanceDivision 9

	Division 9 — Acceptance				
Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.				
estate agent	Park operator / managing real estate agent				
signature/s	Signatory (print name)				
	Signature				
	Date Signed:				
	DD MM YYYY				
	Witness*				
	Signatory (print name)				
	Signature				
	Date Signed:				
	DD MM Y YY Y				
	* Please note the witness cannot be the park operator or tenant.				
Tenant signature/s	Tenant (1)				
signature/s	Signatory (print name)				
	Signature				
	Date Signed:				
	DD MM Y YY Y				
	Tenant (2) Signatory (resist norma)				
	Signatory (print name)				
	Signature				
	Witness*				
	Signatory (print name)				
	Signature				
	Date Signed:				
	DD MM YYYY				
	* Please note the witness cannot be the park operator or tenant.				
Cooling off period	Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —				
<b>r</b>	<ul> <li>(a) at any time within 5 working days after this agreement commencement date specified in clause 5; or</li> </ul>				
	(b) if the park operator does not comply with section 11(1) of the Act within the time specified in that subsection but does provide the documents required under that section — at any time within 10 working days after the day on which the documents required under that section are given to the tenant.				
	Note 2: Under section 18(2) of the Act, the tenant cannot rescind this agreement after taking up occupation of the agreed premises.				

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Schedule 4 Division 10 Tenant's checklist

Division 10 — Tenant's checklist							
	□ I have	received a copy of, and read, this agreement.					
		noted the clauses of this agreement that have been led, modified or restricted.					
	prepar	e received a copy of, and read, the information booklet red for the purposes of section 11(1)(b) of the Act by the missioner for the purposes of the Act.					
	□ I have	sought, or decided not to seek, independent legal advice.					
	□ I have	ve signed 2 copies of Division 9.					
	Note:	Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.					

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cl. 1

### Schedule 5 — Condition report

[r. 8(1)]

### 1. On-site home

On-site nome Lounge/ Dining										
		Condition	at comm	encement		Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			V/N					V/N		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			Y/N					Y/N		
Other										

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## Residential Parks (Long-stay Tenants) Regulations 2007Schedule 5Condition report

cl. 1

Kitchen										
	(	Condition	at comm	encemen	t	Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			A/A					A/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Cupboards/ drawers										
Benchtops/ tiling			V/N					V/N		

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

#### cl. 1

	.	~			Kitchen		~			
-	(	Condition	at comm		t		Conditi	on at tern		
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Sink/ disposal unit										
Taps										
Stove top										
Griller										
Microwave Oven										
Oven										
Refrigerator										

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## Residential Parks (Long-stay Tenants) Regulations 2007Schedule 5Condition report

cl. 1

					Kitchen					
	(	Condition	at comm	encemen	t		Conditi	on at tern	nination	-
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Exhaust fan										
Other										

	-			B	edroom	1				
	(	Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			Y/N					Y/N		
Doors/ windows										
Blinds/ curtains										

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Residential Parks (Long-stay Tenants) Regulations 2007Condition reportSchedule 5

cl. 1

				E	edroom	1				
	(	Condition	at comm	encemen	t		Conditi	on at tern	nination	-
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Lights/ power points										
Floor coverings			N/A						N/A	
Other										

	-			B	edroom	2				
	(	Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			V/N					V/N		
Doors/ windows										

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 5Condition report

cl. 1

				E	edroom	2				
	(	Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

				F	Bedroom	3				
		Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			V/A					V/N		

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Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

#### cl. 1

				n	edroom	•				
		Condition	at comm			5	Conditi	on at tern	nination	
	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										

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 5Condition report

cl. 1

				I	Bathroon	1				
	(	Condition	at comm	encemen	t		Conditi	on at tern		
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					A/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Bath										
Shower										

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

cl. 1

					Bathroon	<u>n</u>				
	(	Condition	at comm	encemen	t		Conditi	on at tern		
	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										

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 5Condition report

cl. 1

		a			Laundry		<b>a</b> 111			
	(	Condition	at comm	encemen	t		Conditi	on at tern		
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			A/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Wash tubs										
Hot water service										

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### Residential Parks (Long-stay Tenants) Regulations 2007Condition reportSchedule 5

cl. 1

	1				Laundry	,					
		Condition	at comm	encemen	t	Condition at termination					
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments	
Other											

	General									
	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		
Carport/ space			V/N					V/N		
Other										

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# Residential Parks (Long-stay Tenants) Regulations 2007Schedule 5Condition report

cl. 2

2.

General										
	(	Condition	at comm	encemen	t		Conditi	on at tern	nination	
	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					V/N		

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Condition report Schedule 5

#### cl. 3

	Exclusive facilities									
	(	Condition	at comm	encemen	t	Condition at termination				
(Specify facilities)	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 othe
	work during the tenancy:

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.....

### Residential Parks (Long-stay Tenants) Regulations 2007Schedule 5Condition report

#### cl. 4

#### (Cross out if not needed)

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

#### 4. Signatures

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: 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.

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cl. 1

#### Schedule 6 — Information sheet (on-site home agreement)

[r. 9(1)(a)]

1.		dditional <del>residents</del> persons residing on a temporary basis on the greed premises	<u>e</u>	
	(1)	Are tenants required to pay charges for persons residing on <u>a</u> <u>temporary basis on</u> the agreed premises in addition?		
	(2)	Tenants are not required to pay charges for additional persons residing on the agreed premises unless the number of permanent residents specified inpersons 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 agreement?	🗆 Yes 🗆 N	[0
	<del>(2_(3</del> )	If yescharges are payable under subclause (1) specify —		
		at constitutes "residing" (e.g. (a) when a person is there a minimum period that willto be considered a period to be residing on the agreed premises for the purposes of "residence")? the agreement;		
		who is to be considered an "additional person" (eg. does it     include a carer or nurse who stays overnight)?		
		(b) any time of the year when the charges for additional residents will not be payable only at certain times of the year?	<del>B Yes B</del> N	Fe
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	le 6 Information sheet (on-site home agreeme	,	
cl. 2			-
	• are (c) wh additional residents are payable only after of occupancy?	a certain period	
	If yes, specify the period:time.	1	⊟ <del>Yes ⊟ No</del>
	n yes, speeny the period. <u>time.</u>	<del></del> .	Deleted Cells
<del></del>		<del></del>	
<del></del>		<del></del>	
		<del></del>	
<del></del>	If was an active the manipule	<del></del>	
	If yes, specify the period:		
•	are (d) whether charges for additional payable if the home has its agreed premises	have their own	
	bathroom and toilet?		□ Yes □ No
	[Clause 1 inserted in Gazette 5 Jul 2011 p. 2818-	<u>19.]</u>	
2.	Services and utilities		
	What services and utilities are provided to tenants	?	
2	Data		
3.	Pets Are pets allowed?	🗆 Yes 🗆 No	
		_ 105 _ 110	
<b>4.</b> (1)	Shared premises and facilities Are shared premises provided at the park?	□ Yes □ No	
	If yes, what are these premises?		
(2)	n jes, what are these premises.		

Residential Parks (Long-stay Tenants) Regulations 2007Information sheet (on-site home agreement)Schedule 6

			cl. 5
	(3)	Are there any restrictions about the use of shared premises?	□ Yes □ No
	(4)	Are there mail facilities on the park?	$\Box$ Yes $\Box$ No
5.		Parking	
		How much car parking is available?	
6.		Sub-letting or otherwise assigning the agreed pre	mises
	(1)	Is a tenant permitted to sub-let or otherwise assign the agreed premises?	🗆 Yes 🗆 No
	(2)	If yes, is the consent of the park operator required?	□ Yes □ No
	(3)	Do any other conditions apply?	🗆 Yes 🗆 No
7.		Restrictions on use of site	
		Are there any restrictions about what can be placed on the site?	□ Yes □ No
8.		Insurance requirements	
	(1)	Are there any requirements regarding insurance?	🗆 Yes 🗆 No
	(2)	If yes, what are these requirements?	
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### Residential Parks (Long-stay Tenants) Regulations 2007Schedule 6Information sheet (on-site home agreement)

cl. 9		
9.	Requirements on tenants regarding gardening	maintenance
	Are there any requirements upon the tenants regarding gardening maintenance?	🗆 Yes 🗆 No
10.	Park liaison committee	
(1)	Is there a park liaison committee?	🗆 Yes 🗆 No
(2)	If yes —	
	• what are its functions?	
	• what are its procedures?	

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cl. 1

#### Schedule 7 — Information sheet (site-only agreement)

		[r. 9(1)(b)	]
1.		dditional <del>residents</del> persons residing on a temporary basis on the rreed premises	
	(1)	Are tenants required to pay charges for persons residing on <u>a</u> <u>temporary basis on</u> the agreed premises in addition?	
	(2)	<u>Tenants are not required to pay charges for additional persons</u> residing on the agreed premises unless the number of permanent residents specified inpersons 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 agreement?.	□ Yes □ No
	<del>(2_(3</del> )	If yescharges are payable under subclause (1) specify —	
	• wha	at constitutes "residing" (e.g. (a) when a person is there a minimum period that will <u>to</u> be considered a period to be residing on the agreed premises for the purposes of <del>"residence")?</del> the agreement;	
	•	who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight)?	
	• <u>are</u>	(b) any time of the year when the charges for additional residents will not be payable only at certain times of the year?:	- <del>D-Yes-D-No</del>
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Residential Parks (Long-stay Tenants) Regulations 2007Schedule 7Information sheet (site-only agreement)	
cl. 1	-
<ul> <li>are (c) whether charges for additional residents are payable only after a certain period of oecupancy?</li> </ul>	<del>日-Yes-日-No</del>
If yes, specify the period:time. If yes, specify the period:	Deleted Cells
<ul> <li>are (d) whether charges for additional residents are payable if the home has its agreed premises have their own bathroom and toilet?</li> </ul>	□ Yes □ No
[Clause 1 inserted in Gazette 5 Jul 2011 p. 2819-20.]	

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 Residential Parks (Long-stay Tenants) Regulations 2007

 Information sheet (site-only agreement)
 Schedule 7

		cl. 2
2.	Services and utilities	
2.	What services and utilities are provided to tenants	?
3.	Pets	
	Are pets allowed?	□ Yes □ No
	-	
4.	Shared premises and facilities	
(1)	Are shared premises provided at the park?	□ Yes □ No
(2)	If yes, what are these shared premises?	
(3)	Are there any restrictions about the use of shared	
(-)	premises?	🗆 Yes 🗆 No
(4)	Are there mail facilities on the park?	🗆 Yes 🗆 No
5.	Parking	
	How much car parking is available?	
<i>,</i>		
6.	Selling a relocatable home or sub-letting or other the agreed premises	rwise assigning
(1)	Is a tenant permitted —	
	• to sell a relocatable home owned by the tenant on the site?	□ Yes □ No
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#### Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 7 Information sheet (site-only agreement)

cl.	7		
		• to assign his or her interest under the agreement or sub-let the agreed premises?	🗆 Yes 🗆 No
	(2)	If yes, is the consent of the park operator required?	🗆 Yes 🗆 No
	(3)	Do any other conditions apply?	🗆 Yes 🗆 No
7.		Restrictions on use of site	
		Are there any restrictions about what can be placed on the site?	□ Yes □ No
8.		Insurance requirements	
	(1)	Are there any requirements regarding insurance?	🗆 Yes 🗆 No
	(2)	If yes, what are these requirements?	
9.		Requirements on tenants regarding gardening m	aintenance
		Are there any requirements upon the tenants	
		regarding gardening maintenance?	□ Yes □ No
10.		Park liaison committee	
	(1)	Is there a park liaison committee?	🗆 Yes 🗆 No
	(2)	If yes —	
		• what are its functions?	
		• what are its procedures?	

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Information sheet (site-only agreement)	Schedule 7

cl. 10


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### Residential Parks (Long-stay Tenants) Regulations 2007Schedule 8Prescribed classes of payment

#### Schedule 8 — Prescribed classes of payment

[r. 10]

- 1. Charges for residents in addition topersons residing on a temporary basis on the agreed premises, if the number of permanent residents specified inpersons 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 agreement.
- 2. Charges for water consumed by the tenant, if the tenant has a separate water meter.
- 3. Charges for electricity consumed by the tenant, if the tenant has a separate electricity meter.
- 4. Charges for gas consumed by the tenant, if the tenant has a separate gas meter.
- 5. Charges for telephone calls made by the tenant, if the tenant has a separate telephone line.
- 6. Fees or charges for access by the tenant to an internet service provided to the residential park.
- 7. Fees for gardening services provided to the tenant.
- 8. Fees for storage services provided to the tenant.
- 9. Fees for additional parking spaces provided to the tenant.
- 10. Fees for the servicing of an air-conditioning unit used by the tenant.
- 11. Fees for the cleaning of the gutters on the relocatable home in which the tenant resides.
- 12. When a tenant is selling a relocatable home owned by the tenant on the site and the park operator is not the appointed selling agent, a fee for screening the suitability of prospective purchasers of the relocatable home.

[Schedule 8 amended in Gazette 5 Jul 2011 p. 2820.]

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

Default notice Schedule 9 Termination for non-payment of rent Division 1

#### Schedule 9 — Default notice

[r. 12]

Division 1	— Termination for non-payment of rent
Purpose of this notice	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.
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Consumer ProtectionCommerce 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
Note to tenant	tenant. 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.
	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.
	If you need help please contact a community legal centre or the Department of Consumer Protection on Commerce 1300 30 40 54.
Park operator / managing real estate agent details	Name            Address            Suburb
Tenant/s details	Name
Residential park and site details	Suburb       State       Postcode         Park name and address
Details of rent arrears	Date rent was due:
	Amount of rent due: If rent is owed for multiple periods, specify those periods below:

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

#### Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 9 Default notice

Termination for other breach of agreement

Key dates	When rent must be paid by:		
	Note 1:		pay the rent by the above date, the park eal estate agent may give to the tenant a
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 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 th	is notice:	
Park operator / managing real estate agent signature	Signature Name (please print) Date signed:		

[Division 1 amended in Gazette 5 Jul 2011 p. 2820.]

#### Division 2 — Termination for other breach of agreement

Purpose of this notice	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).
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Consumer ProtectionCommerce 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.
Note to tenant	If you receive this notice you should check whether you have in fact breached the agreement. If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter. If you have breached the agreement, you must remedy that breach by the date specified in this notice otherwise the park operator may give you a notice of termination. If you need help please contact a community legal centre or the Department of Consumer ProtectionCommerce on 1300 30 40 54.
Park operator / managing real estate agent	Name Address

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Residential Parks (Long-stay Tenants) Regulations 2007

Default notice Schedule 9

Termination for other breach of agreement Division 2

details			
ucuits			
	Suburb State DDD Postcode DDD		
Tenant/s	Name		
details	Address		
(() () () () () () () () () () () () ()	Address		
	Suburb State DDD Postcode DDD		
Residential	Park name and address		
park and site			
details			
uouuus	Site location (e.g. site number or other description)		
Breach details	Date of breach of agreement: $\Box \Box / \Box \Box \Box \Box$		
breach details	C C		
	D D M M Y Y Y Y		
	Nature of breach (Provide short description, specifying what		
	condition of the agreement has been breached. Attach additional		
	pages if required.)		
	How the breach may be remedied:		
Key dates	When breach must be remedied by: $\Box\Box/\Box\Box/\Box\Box\Box$		
	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 Residential Parks (Long-stay Tenants) Act 2006 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:		
	D D M M Y Y Y Y		

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

#### Residential Parks (Long-stay Tenants) Regulations 2007 Default notice

**Division 2** Termination for other breach of agreement

Park operator / managing real estate agent signature		
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[Division 2 amended in Gazette 5 Jul 2011 p. 2820.]

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#### Schedule 10 — Notice of termination

[r. 13]

#### Division 1 — Termination by park operator

Subdivision 1 — Termination for non-payment of rent (default notice issued)

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach. This notice can require vacant possession of the agreed premises before the last day of — • the term of a fixed term tenancy; or • a period of a periodic tenancy,
	as the case may be.
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.
managing real estate agent	The Department of <u>Consumer Protection</u> <u>Commerce</u> 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.
Note to tenant	If you receive this notice you should check whether you have in fact breached the agreement.
	If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.
	If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.
	If you need help please contact a community legal centre or the Department of Consumer ProtectionCommerce on 1300 30 40 54.
Park operator / managing real estate agent details	Name            Address            Suburb
Tenant/s details	Name Address
	Address
	Suburb State DDD Postcode DDD
Residential park and site	Park name and address

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

### Residential Parks (Long-stay Tenants) Regulations 2007Schedule 10Notice of termination

Division 1 Termination by park operator

details	Site location (e.g. site number or other description)		
Breach details	Date rent was due:		
			D D M M Y Y Y Y
	Amount o	f rent due:	
	(Attach ad	lditional pages if re	nt is owed for multiple periods.)
Key dates			
	Note 1:	default notice has pr payment by a of outs	offect unless termination may be issued if a reviously been given to the tenant requiring standing rent, and the rent is not paid in full e specified in the default notice.
	Vacant possession required by:		
	Note 2: The tenant will still be liable for any outstanding rent, charge and fees after vacant possession is given.		
	Note 3: Under the Residential Parks (Long-stay Tenants) Act 2006 section 39(4)(b), the above date must be at least 7 days afte the day specified in the default notice as the day by which th rent was required to be paid.		above date must be at least 7 days after the default notice as the day by which the
	Note 4: Under the Residential Parks (Long-stay Tenants) Act 2006 section 39(4)(c), if the park operator makes an application to 1 State Administrative Tribunal under section 66 of that Act in relation to this notice, the application may be heard and determined even if the rent is paid in full before the time set down for hearing the application.		ne park operator makes an application to the Tribunal under section 66 of that Act in e, the application may be heard and he rent is paid in full before the time set
	Date of th	is notice:	
	Date of u	no nouce.	D D M M Y Y Y
Park operator /	Signature		
managing real estate agent	Name (ple	ease print)	
signature	Date sign	ed:	
	U		D D M M Y Y Y Y

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# Residential Parks (Long-stay Tenants) Regulations 2007Notice of terminationSchedule 10Termination by park operatorDivision 1

#### Subdivision 2 — Termination for non-payment of rent (no default notice issued)

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has NOT given a default notice to the tenant in relation to that breach. This notice can require vacant possession of the agreed premises before the last day of — • the term of a fixed term tenancy; or • a period of a periodic tenancy, as the case may be.		
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.		
Note to tenant	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. If rent is outstanding and the park operator has made an application to the State Administrative Tribunal under section 66 of the Act, you must pay that rent and the amount of the filing fee for the application more than 24 hours before the time set down for hearing the application otherwise the State Administrative Tribunal may hear that application and order you to vacate the premises. If you need help please contact a community legal centre or the Department of Consumer Protection-on 1300 30 40 54.		
Park operator / managing real estate agent details	Name		
Tenant/s details	Name            Address            Suburb    State		
Residential park and site details	Park name and address Site location (e.g. site number or other description)		

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

#### Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 10 Notice of termination

**Division 1** Termination by park operator

Breach details	Date rent was due:		DD/DD/DDD DDMMYYYY
	Amount of rent due:		
	(Attach ad	ditional pages if rent is o	owed for multiple periods.)
	(I titueti uu	antonai pages il tent is c	wed for maniple periods.
Key dates	Vacant possession required by:		
			D D M M Y Y Y Y
	Note 1:	The tenant will still be liabl and fees after vacant poss	e for any outstanding rent, charges session is given.
	Note 2:		ks (Long-stay Tenants) Act 2006 e date must be at least 7 days after se is given to the tenant.
	Note 3:	section 39(5)(b), if the part State Administrative Tribur relation to this notice, the p application if the rent and t	ks (Long-stay Tenants) Act 2006 s operator makes an application to the nal under section 66 of that Act in park operator must withdraw the he amount of the filing fee for the n full more than 24 hours before the the application.
	Date of th	is notice:	
			D D M M Y Y Y Y
Park operator /	Signature		
managing real	Name (please print)		
estate agent signature	Date signed:		
			D D M M Y Y Y Y
Subdivision 3	— Term	ination for other b	reach of agreement
Purpose of this notice	has breache of rent) AND	A park operator / managing real estate agent may issue this notice if a tenani has breached a term of a long-stay agreement (except a term for the paymer of rent) AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach.	
	This notice can require vacant possession of the agreed premises before the last day of —		

the term of a fixed term tenancy; ora period of a periodic tenancy,

as the case may be.

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Note to park operator / managing real estate agent

> Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.

The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.

#### Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 10

Notice of termination

Termination by park operator **Division 1** 

Note to tenant	If you receive this notice you should check whether you have in fact breached the agreement.			
	If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.			
	If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.			
	If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.			
Park operator / managing real estate agent	Name Address			
details	Suburb State DDD Postcode DDD			
Tenant/s details	Name Address			
	Suburb State DDD Postcode DDD			
Residential park and site details	Park name and address Site location (e.g. site number or other description)			
Breach details	Date of breach of agreement:			
	Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)			

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

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

Schedule 10Notice of terminationDivision 1Termination by park operator

Key dates	Date of default notice:		DDMMYYYY	
	Note 1:	default notice has previously payment by astating the nat	f no effect unless termination may be issued if a has previously been given to the tenant requiring tating the nature of the breach, and the breach amedied on or before the date specified in the	
	Vacant po	ossession required by:	DD/DD/DDD DD MM YYYY	
	Note 2:	2: The tenant will still be liable for any outstanding read and fees after vacant possession is given.		
	Note 3:		s (Long-stay Tenants) Act 2006 te must be at least 7 days after the given to the tenant.	
	Date of this notice:		DD/DD/DDD DD MM YYYY	
Park operator / managing real estate agent signature				
	Date signe	ed:		

#### Subdivision 4 — Termination for sale of park

Purpose of this notice	A park operator / managing real estate agent may issue this notice if the park operator has entered into a contract for the sale of park premises and is required under the contract to give vacant possession of the agreed premises.			
	This notice can require vacant possession of the agreed premises before the last day of —			
	<ul> <li>the term of a fixed term tenancy; or</li> </ul>			
	<ul> <li>a period of a periodic tenancy,</li> </ul>			
	as the case may be. The tenant will be entitled to compensation for loss incurred as a result of the termination of the agreement.			
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.			
	The Department of Consumer Protection_Commerce 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.			
Note to tenant	If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.			
	If you need help please contact a community legal centre or the Department of Consumer ProtectionCommerce on 1300 30 40 54.			

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# Residential Parks (Long-stay Tenants) Regulations 2007Notice of terminationSchedule 10Termination by park operatorDivision 1

Park operator /	Name			
managing real estate agent details	Address			
	Suburb State DDD Postcode DDD			
Tenant/s	Name			
details	Address			
	Suburb State DDD Postcode DDD			
Residential	Park name and address			
park and site				
details	Site location (e.g. site number or other description)			
Intention to	The park operator has entered into a contract for the sale of park			
terminate	premises and is required under the contract to give vacant			
agreement	possession of the agreed premises.			
	Accordingly the park operator intends to terminate the long-stay			
	agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 41.			
	Note: It is an offence for a park operator to knowingly give a notice of			
	termination that falsely claims or falsely implies that grounds exist for terminating the agreement under the Residential Parks			
	(Long-stay Tenants) Act 2006 s. 41.			
Key dates	Vacant possession required by:			
	D D MM Y Y Y			
	Note: Under the Residential Parks (Long-stay Tenants) Act 2006 section 41(3), the above date must be —			
	<ul> <li>(a) for an on-site home agreement — at least 60 days after the day on which the notice is given; and</li> </ul>			
	(b) for a site-only agreement — at least 180 days after the day on which the notice is given.			
	Date of this notice: $\Box\Box/\Box\Box/\Box\Box\Box$			
	D D M M Y Y Y Y			
Park operator /	Signature			
managing real	Name (please print)			
estate agent				
signature				

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

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

Schedule 10Notice of terminationDivision 1Termination by park operator

Subdivision 5 — Termination without grounds

Purpose of this notice	A park operator / managing real estate agent may issue this notice if the park operator wishes to terminate an agreement without grounds.			
	This notice can require vacant possession of the agreed premises before the last day of a period of a periodic tenancy.			
	This notice cannot require vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.			
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.			
managing real estate agent	The Department of Consumer ProtectionCommerce 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.			
Note to tenant	If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.			
	If you need help please contact a community legal centre or the Department of Consumer ProtectionCommerce on 1300 30 40 54.			
Park operator /	Name			
managing real estate agent	Address			
details				
	Suburb State DD Postcode DDD			
Tenant/s	Name			
details	Address			
	Suburb State DD Postcode DDD			
Residential	Park name and address			
park and site details				
	Site location (e.g. site number or other description)			
Intention to terminate agreement	The park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 42.			
Key dates	Vacant possession required by:			
	Note 1: Under the Residential Parks (Long-stay Tenants) Act 2006 section 42(3), the above date must be —			
	<ul> <li>for an on-site home agreement — at least 60 days after the day on which the notice is given; and</li> </ul>			

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#### Residential Parks (Long-stay Tenants) Regulations 2007 Notice of termination Schedule 10

Termination by tenant

		(b)	for a site-only agreement — at least 180 days after the day on which the notice is given; and
		(c)	in any case, if the agreement is for a fixed term, not before the end of the fixed term.
	Note 2:	section	he Residential Parks (Long-stay Tenants) Act 2006 42(5), unless the State Administrative Tribunal otherwise under section 74 of that Act, this notice is of no effect if —
		(a)	an application for an order under section 63(1) of that Act fixing the maximum rent for the agreed premises has been made but has not been heard and determined; or
		(b)	an order under section 63(3) of that Act is in force in respect of the agreed premises.
	Date of this notice:		:
			D D M M Y Y Y Y
Park operator / managing real estate agent signature			t)
	Date sign	ed:	
Signature			D D M M Y Y Y Y

[Division 1 amended in Gazette 5 Jul 2011 p. 2821-22.]

#### **Division 2**— Termination by tenant

Purpose of this notice	A tenant may issue this notice if the tenant wishes to terminate an agreement without grounds.
	This notice can specify that the tenant will give vacant possession of the agreed premises before the last day of a period of a periodic tenancy.
	This notice cannot specify that the tenant will give vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.
Note to tenant	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.
	The Department of Consumer ProtectionCommerce 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.
	If you need help please contact a community legal centre or the Department of Consumer ProtectionCommerce on 1300 30 40 54.
Tenant/s details	Name Address
	Suburb State DDD Postcode DDD
Park operator / managing real	Name Address

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

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

Schedule 10 Notice of termination Termination by park operator or tenant — agreement frustrated

estate agent	
details	Suburb State DDD Postcode DDD
Residential park and site details	Park name and address Site location (e.g. site number or other description)
Intention to terminate agreement	The tenant intends to terminate the long-stay agreement with the park operator under the <i>Residential Parks (Long-stay Tenants)</i> Act 2006 section 44.
Key dates	Vacant possession required by:
	Note: Under the Residential Parks (Long-stay Tenants) Act 2006 section 44(3), the above date must be —
	<ul> <li>(a) at least 21 days after the day on which this notice is given to the park operator; and</li> </ul>
	(b) if the long-stay agreement is for a fixed term — not before the end of the fixed term.
	Date of this notice:
Tenant signature	D D MM Y Y Y Y Signature Name (please print)
	Date signed:
	D D M M Y Y Y Y

[Division 2 amended in Gazette 5 Jul 2011 p. 2822.]

# Division 3 — Termination by park operator or tenant — agreement frustrated

Purpose of this notice	A park operator / managing real estate agent OR a tenant may issue this notice if agreed premises or shared premises meet the description set out in the item "Reason for notice" below.			
	This notice can require vacant possession of the agreed premises before the last day of the term of —			
	a fixed term tenancy; or			
	<ul> <li>a period of a periodic tenancy,</li> </ul>			
	as the case may be, and the rent will be abated appropriately.			
Note to person issuing notice	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Consumer ProtectionCommerce recommends that you			
	•			

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Notice of termination Schedule 10 Termination by park operator or tenant — agreement frustrated **Division 3** 

	make a copy of the completed notice before giving it to the other party and make every effort to ensure the notice is securely delivered and received by that party.
	If you need help please contact a community legal centre or the Department of Consumer ProtectionCommerce on 1300 30 40 54.
Note to tenant	If you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.
	If you need help please contact a community legal centre or the Department of Consumer ProtectionCommerce on 1300 30 40 54.
Intention to terminate agreement	The park operator / tenant intends to terminate the long-stay agreement with the tenant / park operator under the <i>Residential</i> <i>Parks (Long-stay Tenants) Act 2006</i> s. 45 because the agreed premises or shared premises have —
	become uninhabitable or unusable for the intended purpose otherwise than as a result of a breach of the long-stay agreement; or
	• ceased to be lawfully usable for the intended purpose; or
	been compulsorily acquired by an authority under a written law.
	(Please tick.)
Person issuing	Name
notice	Address
	Suburb State DDD Postcode DDDD
Person	Name
receiving	Address
notice	
	Suburb State DD Postcode DDD
Residential park and site	Park name and address
details	Site location (e.g. site number or other description)
Key dates	Vacant possession required by:
	Note 1: Under the Residential Parks (Long-stay Tenants) Act 2006 section 45(5), if the park operator gives this notice to the tenant, the above date must be at least 7 days after the day on which the notice is given.
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 45(6), if the tenant gives this notice to the park operator,

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 Division 3
 Notice of termination

 Division 3
 Termination by park operator or tenant — agreement frustrated

	the above date mu the notice is given.	st be at least 2 days after the day on which
	Date of this notice:	
		D D M M Y Y Y Y
Signature of person issuing notice	0	

[Division 3 amended in Gazette 5 Jul 2011 p. 2822.]

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# Schedule 11 — Notice to former tenant about abandoned goods

[	r.	1	4]

	[1. 14]
Park operator / managing real estate agent details	Name Address
	Suburb State DDD Postcode DDD
Former tenant/s details	Name Address
	Suburb State DDD Postcode DDD
Details of terminated agreement	The long-stay agreement between the park operator and former tenant in relation to the following premises: Park name and address
ugi comono	Park name and address
	Site location (e.g. site number or other description)
	was terminated on
Goods left on premises	The tenant left the following goods on the above premises:
Date goods stored	These goods were put into storage by the park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(3) on:
	D D M M Y Y Y Y
	Note 1: The Residential Parks (Long-stay Tenants) Act 2006 section 48(4) requires the park operator within 7 days after the above date to —
	(a) send this notice to the former tenant; and
	(b) publish a summary of this notice in a newspaper circulating generally throughout Western Australia.
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 48(2), the park operator need not store but may remove and destroy or otherwise dispose of abandoned goods if —

Compare 05 Jul 2011 [00-b0-02] / 31 Jul 2011 [00-c0-03] Published on www.legislation.wa.gov.au

Schedule 11 Notice to former tenant about abandoned goods

	<ul> <li>(a) the goods are perishable foodstuffs; or</li> <li>(b) the cost of the removal, storage and sale of the goods is or is likely to be more than the estimated value of the goods.</li> </ul>
Reclaiming the goods	Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 49, a person who has a legal right to the goods may reclaim them upon paying to the park operator an amount equal to the costs reasonably incurred by the park operator in removing the goods from the agreed premises and storing them.
Date goods must be	Goods required to be reclaimed by: D D MM Y Y Y Y
reclaimed by	Note: Under the Residential Parks (Long-stay Tenants) Act 2006 section 48(5), the above date must be at least 60 days after the day on which the goods were stored.
If the goods are not reclaimed	<ul> <li>If the goods are not reclaimed by the date specified above — <ul> <li>(a) under the <i>Residential Parks (Long-stay Tenants)</i></li> <li><i>Act 2006</i> section 48(5), the park operator must as soon as practicable arrange for the goods to be sold at public auction; and</li> <li>(b) under the Residential Parks (Long-stay Tenants)</li> <li><i>Act 2006</i> section 52, the park operator is entitled to retain out of the proceeds of the sale an amount equal to the sum of — <ul> <li>(i) the reasonable costs of removing, storing and selling the goods; and</li> <li>(ii) any amount owed to the park operator by the long-stay tenant under the long stay agreement.</li> </ul> </li> </ul></li></ul>
	Note: Under section 77(1) of the Act, if an amount of money is paid into the Rental Accommodation Fund from the proceeds of the sale of abandoned goods, a person who had a legal right to the goods before they were sold may apply to the State Administrative Tribunal for the amount to be paid to him or her.
Park operator / managing real estate agent signature	Signature Name (please print) Date signed: D D M M Y Y Y

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#### Notes

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This is a compilation of the *Residential Parks (Long-stay Tenants) Regulations 2007-<sup>4a</sup>, <u>The and includes the amendments made by the other written</u> <u>laws referred to in the</u> following table <del>contains information about those</del> <del>regulations</del>.* 

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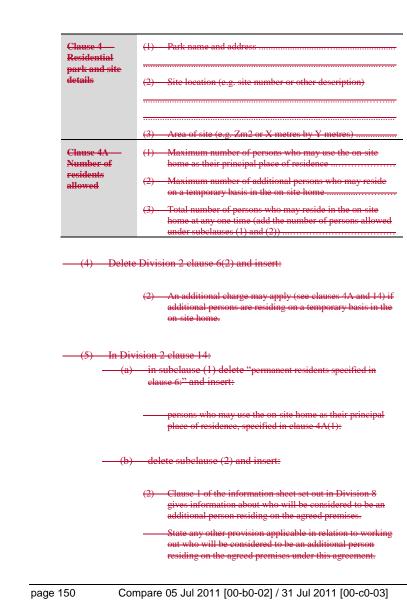
Citation	Gazettal	Commencement
Residential Parks (Long-stay Tenants) Regulations 2007	1 Aug 2007 p. 3837-985	r. 1 and 2: 1 Aug 2007 (see r. 2(a));
		Regulations other than r. 1 and 2 3 Aug 2007 (see r. 2(b) and <i>Gazette</i> 1 Aug 2007 p. 3835)
the following table had not com	e into operation	repared, provisions referred to in n and were therefore not included
this compilation. For the text of table.	the provisions	see the endnotes referred to in the
Provisions that h	<del>ave not com</del>	e into operation
Citation	Gazettal	Commencement
Residential Parks (Long-stay Tenants) Amendment Regulations 2011 <del>-r. 3-13-</del> <sup>2</sup>	5-Jul-2011 p. 2813-22	r. 1 and 2: 5 Jul 2011 (see r. 2(a)); <u>Regulations other than r. 1 and 2:</u> 31 Jul 2011 (see r. 2(b))
On the date as at which this con (Long stay Tenants) Amendmen operation. They read as follows	t Regulations 2	
3. Regulations amend	led	
These regulations and Tenants) Regulation		<del>lential Parks (Long stay</del>
4. Regulation 21 ame	nded	
In regulation 21(3)	<del>delete "residen</del>	t" and insert:
tenant		

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5. Sched	lule 1-amended
	egulation amends the periodic on site home agreement form
	t in Schedule 1.
	vision 1 opposite the heading "Notes to tenants" delete the
<del>2 bull</del>	et points and insert:
	call the Consumer Protection Contact Centre: 1300 30 40 54
	- can the Consumer Protection Contact Centre: 1500-50-40-34     visit the Department of Commerce's website: www.commorce.wa.gov
	• Visit the Department of Commerce's website. www.commerce.wa.gov
(3) Delete	- Division 1 clause 4 and insert:
Clause 4	(1) Park name and address
Residential	
<del>park and site</del> details	(2) Site location (e.g. site number or other description)
	(3) Area of site (e.g. Zm2 or X metres by Y metres)
Clause 4A Number of	(1) Maximum number of persons who may use the on-site home as their principal place of residence
residents	(2) Maximum number of additional persons who may reside
allowed	on a temporary basis in the on-site home
	(3) Total number of persons who may reside in the on-site home at any one time (add the number of persons allowed)
	under subclauses (1) and (2))
(4) Delete	e Division 2 clause 6(2) and insert:
	(2) An additional charge may apply (see clauses 4A and 14) i
	additional persons are residing on a temporary basis in the on-site home.
(5) In Dir	vision 2 alouse 14
<- X	rision 2 clause 14: <u>in subclause (1) delete "permanent residents specified in</u>
	in subcliquese (1) defete permanent residents specified in
(a)	elause 4:" and insert:

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	persons who may use the on site home as their principal
	place of residence, specified in clause 4A(1):
	(b) delete subclause (2) and insert:
	(2) Clause 1 of the information sheet set out in Division 8
	gives information about who will be considered to be an
	additional person residing on the agreed premises.
	<ul> <li>State any other provision applicable in relation to working out who will be considered to be an additional person</li> </ul>
	residing on the agreed premises under this agreement.
<del>(6)</del>	In Division 4 clause 35 delete "Except as provided in clauses 33(1) and 36, neither" and insert:
	and 50, nonner and moon.
	-Neither
	- Norther
	Schedule 2 amended
(1)	This regulation amends the fixed term on site home agreement form set out in Schedule 2.
<del>(2)</del>	In Division 1 opposite the heading "Notes to tenants" delete the
	2 bullet points and insert:
	call the Consumer Protection Contact Centre: 1300-30-40-54
	<ul> <li>visit the Department of Commerce's website: www.commorco.wa.gov.au</li> </ul>
<del>(3)</del>	Delete Division 1 clause 4 and insert:
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Neithe	<del>97</del>
7. Sehe	dule 3 amended
	regulation amends the periodic site only agreement form set Schedule 3.
	vision 1 opposite the heading "Notes to tenants" delete the let points and insert:
	call the Consumer Protection Contact Centre: 1300-30-40-54     visit the Department of Commerce's website: www.commorco.wa.gov.a
<del>(3) Delet</del>	e Division 1 clause 4 and insert:
<del>Clause 4</del> <del>Residential</del>	(1) Park name and address
<del>park and site</del> <del>details</del>	(2) Site location (e.g. site number or other description)
<del>Clause 4A</del>	(1) Maximum number of persons who may use a relocatable home on the site as their principal place of residence
<del>residents</del> allowed	(2) Maximum number of additional persons who may reside or a temporary basis in a relocatable home on the site
	(3) Total number of persons who may reside in a relocatable home on the site at any one time (add the number of person allowed under subclauses (1) and (2))
(4)Delet	e Division 2 clause 6(2) and insert:

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	Note 1: Schedule 1 clause 4 to the Act provides that a review of rent intervals of less than 12 months is of no effect.
<del>(6)</del>	In Division 2 clause 14:
	(a) in subclause (1) delete "permanent residents specified in clause 6:" and insert:
	persons who may use a relocatable home on the site as the principal place of residence, specified in clause 4A(1):
	(b) delete subclause (2) and insert:
	(2) Clause 1 of the information sheet set out in Division 8 giv information about who will be considered to be an additio person residing on the agreed premises.
	<ul> <li>State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.</li> </ul>
(7)	- In Division 4 clause 36 delete "Except as provided in clauses 34(1) and 36, neither" and insert:
	<u>Neither</u>
<del>8.</del>	Schedule 4 amended
(1)	This regulation amends the fixed term site only agreement form set out in Schedule 4.
	In Division 1 opposite the heading "Notes to tenants" delete the 2-bullet points and insert:
	call the Consumer Protection Contact Centre: 1300-30-40-54     visit the Department of Commerce's website: www.commorce.wa.gov.

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details       (2) — Site location (e.g. site number or other description)         (3) — Area of site (e.g. Zm <sup>2</sup> or X metres by Y metres)	Clause 4 Residential park and site	(1) Park name and address
Clause 4A       (1)       Maximum number of persons who may use a relocatable home on the site as their principal place of residence		(2) Site location (e.g. site number or other description)
Clause 4A       (1)       Maximum number of persons who may use a relocatable home on the site as their principal place of residence		
Number of residents allowed       home on the site as their principal place of residence		(3) Area of site (e.g. Zm <sup>2</sup> or X metres by Y metres)
allowed       (2) — Maximum number of additional persons who may reside a temporary basis in a relocatable home on the site		
home on the site at any one time (add the number of persallowed under subclauses (1) and (2))         (4)		
allowed under subclauses (1) and (2))         (4) — Delete Division 2 clause 6 and insert:         (1) — Rent: \$		(3) Total number of persons who may reside in a relocatable
Clause 6 Rent       (1) Rent: \$		
<ul> <li>(2) An additional charge may apply (see clauses 4A and 14) additional persons are residing on a temporary basis in a relocatable home on the site.</li> <li>Note: Division 3 specifies what fees or charges for services and utilitie included in the rent, if any.</li> <li>(5) In Division 2 clause 14:         <ul> <li>(a) in subclause (1) delete "permanent residents specified in clause 6." and insert:</li> <li>persons who may use a relocatable home on the site as th principal place of residence, specified in clause 4A(1).</li> </ul> </li> </ul>		
relocatable home on the site.     Note: Division 3 specifies what fees or charges for services and utilitie     included in the rent, if any.     (5) In Division 2 clause 14:         (a) in subclause (1) delete "permanent residents specified in         elause 6:" and insert:         persons who may use a relocatable home on the site as th         principal place of residence, specified in clause 4A(1):	Kent	
(5) In Division 2 clause 14: (a) in subclause (1) delete "permanent residents specified in clause 6." and insert: persons who may use a relocatable home on the site as the principal place of residence, specified in clause 4A(1):		a data in an anna ann an aidir an an Anna anna bhair in a
(a) in subclause (1) delete "permanent residents specified in elause 6:" and insert:     persons who may use a relocatable home on the site as the principal place of residence, specified in clause 4A(1):		
(a) in subclause (1) delete "permanent residents specified in elause 6:" and insert:     persons who may use a relocatable home on the site as th principal place of residence, specified in clause 4A(1):		relocatable home on the site. Note: — Division 3 specifies what fees or charges for services and utilitie
persons who may use a relocatable home on the site as the principal place of residence, specified in clause 4A(1):	(5)In Di	relocatable home on the site. Note: Division 3 specifies what fees or charges for services and utilitie included in the rent, if any.
principal place of residence, specified in clause 4A(1):	<- /	relocatable home on the site. Note: Division 3 specifies what fees or charges for services and utilitie included in the rent, if any. vision 2 clause 14:
	<- /	relocatable home on the site. Nete: Division 3 specifies what fees or charges for services and utilitie included in the rent, if any. vision 2 clause 14: in subclause (1) delete "permanent residents specified in
(b) delete subclause (2) and insert:	<- /	relocatable home on the site. Note: — Division 3 specifies what fees or charges for services and utilitie included in the rent, if any. vision 2 clause 14: — in subclause (1) delete "permanent residents specified in clause 6:" and insert: — persons who may use a relocatable home on the site as th
	<- /	relocatable home on the site. Note: — Division 3 specifies what fees or charges for services and utilitie included in the rent, if any. vision 2 clause 14: — in subclause (1) delete "permanent residents specified in clause 6:" and insert: — persons who may use a relocatable home on the site as th
	—(a)	relocatable home on the site. Nete: Division 3 specifies what fees or charges for services and utilitie included in the rent, if any. vision 2 clause 14: in subclause (1) delete "permanent residents specified in clause 6:" and insert: persons who may use a relocatable home on the site as the principal place of residence, specified in clause 4A(1):
	—(a)	relocatable home on the site. Nete: Division 3 specifies what fees or charges for services and utilitie included in the rent, if any. vision 2 clause 14: in subclause (1) delete "permanent residents specified in clause 6:" and insert: persons who may use a relocatable home on the site as the principal place of residence, specified in clause 4A(1):
	—(a)	relocatable home on the site. Nete: Division 3 specifies what fees or charges for services and utilitie included in the rent, if any. vision 2 clause 14: in subclause (1) delete "permanent residents specified in clause 6;" and insert: persons who may use a relocatable home on the site as th principal place of residence, specified in clause 4A(1):

	<ul> <li>Clause 1 of the information sheet set out information about who will be considere person residing on the agreed premises.</li> <li>State any other provision applicable in re out who will be considered to be an addi residing on the agreed premises under th</li> </ul>	d to be an additional elation to working tional person
(6)	In Division 4 clause 36 delete "Except as provided in and 15, neither" and insert:	<del>n clauses 13(1)</del>
<del>9</del>	- Schedule 6 amended - Delete Schedule 6 clause 1 and insert:	
<del>1.</del>	Additional persons residing on a temporary base agreed premises	<del>sis on the</del>
(1)	Are tenants required to pay charges for persons residing on a temporary basis on the agreed premises?	<del>- Yes - No</del>
(2)	Tenants are not required to pay charges for additional persons residing on the agreed premises 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 agreement.	
(3)	<ul> <li>If charges are payable under subclause (1) specify</li></ul>	
	<ul> <li>(b) any time of the year when the charges will not be payable;</li> </ul>	

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	(c) whether charges for additional residents are payable only after a certain period of time.	
	-If yes, specify the period:	
	-(d) whether charges for additional residents are payable if the agreed premises have their own bathroom and toilet?	- <del>Tes - No</del>
<del>10.</del>	- Schedule 7 amended	
	- Delete Schedule 7 clause 1 and insert:	
1	Additional persons residing on a temporary bas agreed premises	<del>iis on the</del>
(1)	-Are tenants required to pay charges for	
	persons residing on a temporary basis on the	
	agreed premises?	<del>∃ Yes ∃ No</del>
(2)	Tenants are not required to pay charges for	
(-)	additional persons residing on the agreed	
	premises 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 agreement.	
(3)	If charges are payable under subclause (1)	
	specify	
	(a) when a person is to be considered to	
	be residing on the agreed premises for	
	the purposes of the agreement;	

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	(c) whether charges for additional residents are payable only after a certain period of time.
	If yes, specify the period:
	-(d) whether charges for additional residents are payable if the agreed premises have their own bathroom and toilet? □-Yes-□-
<del>11.</del>	- Schedule 8 amended
	Delete Schedule 8 item 1 and insert:
1.	<ul> <li>Charges for persons residing on a temporary basis on the agreed premises, if the number of persons residing on the agreed premis at a particular time exceeds the maximum number of persons where the persons where the persons where the person of the person</li></ul>
	may use the agreed premises as their principal place of residence under the agreement.
<del>12.</del>	
(1)	under the agreement. — Schedule 9 amended — This regulation amends the default notice form set out in
(1)	under the agreement. — Schedule 9 amended — This regulation amends the default notice form set out in Schedule 9.
(1)	under the agreement. <u>Schedule 9 amended</u> <u>This regulation amends the default notice form set out in</u> <u>Schedule 9.</u> <u>In Division 1:</u> (a) opposite the heading "Note to park operator / managing
(1)	under the agreement.  Schedule 9 amended  This regulation amends the default notice form set out in Schedule 9. In Division 1:  (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:
(1)	under the agreement.  Schedule 9 amended  This regulation amends the default notice form set out in Schedule 9. In Division 1:  (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:  Commerce (b) opposite the heading "Note to tenant" delete "Consumer
(1)(2)	under the agreement.  Schedule 9 amended  This regulation amends the default notice form set out in Schedule 9. In Division 1:  (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:  Commerce  (b) opposite the heading "Note to tenant" delete "Consumer Protection" and insert:

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	Commerce
	(b) opposite the heading "Note to tenant" delete "Consumer
	Protection <sup>22</sup> and insert:
	Commerce
13.	Schedule 10 amended
(1)	
(1)	Schedule 10.
<del>(2)</del>	In Division 1 Subdivision 1:
	(a) opposite the heading "Note to park operator / managing
	real estate agent" delete "Consumer Protection" and insert:
	Commerce
	(b) opposite the heading "Note to tenant" delete "Consumer
	Protection" and insert:
	Commerce
	(c) opposite the heading "Key dates" delete Note 1 and
	(c) opposite the heading "Key dates" delete Note 1 and     insert:
	Note 1: This notice of termination may be issued if a default notice
	has previously been given to the tenant requiring payment of outstanding rent, and the rent is not paid in full on or
	before the date specified in the default notice.
	<ul> <li>— (a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:</li> </ul>
	Petit estate agent delete Consumer Protection and Insert:
	Commerce
	(b) opposite the heading "Note to tenant" delete "Consumer
	Protection" and insert:
	Commerce
	,

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	<ul> <li>(a) opposite the heading "Note to park operator / managing real estate agent" delete "Consumer Protection" and insert:</li> </ul>
	rearestate agent delete consumer recouch and insert.
	Commerce
	(b) opposite the heading "Note to tenant" delete "Consumer
	Protection" and insert:
	Commerce
	— (c) opposite the heading "Key dates" delete Note 1 and insert:
	Note 1: This notice of termination may be issued if a default notice has previously been given to the tenant stating the nature of the breach, and the breach has not been remedied on or before the date specified in the default notice.
(5)	In Division 1 Subdivision 4:
	(a) opposite the heading "Note to park operator / managing
	real estate agent" delete "Consumer Protection" and insert:
	Commerce
	(b) opposite the heading "Note to tenant" delete "Consumer
	Protection" and insert:
	Commerce
<del>(6)</del>	In Division 1 Subdivision 5:
	(a) opposite the heading "Note to park operator / managing
	real estate agent" delete "Consumer Protection" and insert:
	Commerce
	(b) opposite the heading "Note to tenant" delete "Consumer
	Protection" and insert:
	Commerce

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(7)	In Division2	Coppositethehending: "Netertotenent" delete: "CommoPaster" (ancheccument	<del>x)andinsett</del> :
<del>(8)</del>	- In Divisi	<del>on 3:</del>	
		opposite the heading "Note to person issuing notice "Consumer Protection" (cach occurrence) and insert:	<del>" delete</del>
		commerce	
	<del>(b)</del>	opposite the heading "Note to tenant" delete "Consu Protection" and insert:	<del>lmer</del>
		Commerce	
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