

Compare between:

[31 Jul 2011, 00-c0-03] and [18 Nov 2013, 00-d0-08]

#### 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;

*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 —

- (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
  - (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.

#### 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:
- (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 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.

# 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.
- (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 —

- (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 —

*amendment* to park rules, includes the following —

- (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 tenant 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.]

## Schedule 1 — Periodic on-site home agreement

[r. 4]

#### Division 1 — Preliminary

_	Division 1 — Freminiary		
Introduction	(1) This agreement is for the rental of —		
	(a) the site stated in clause 4; and		
	<ul><li>(b) a relocatable home provided on the site by the park operator.</li></ul>		
	(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 Contact Centre: 1300_30 40 54		
	visit the Department of Commerce's website: www.commerce.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;		
	"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; "Division" means a Division of this agreement;		
	"on-site home" means the relocatable home provided on the		
	site by the park operator under this agreement;		

Periodic on-site home agreement Preliminary Division 1

	"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>
	<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 /	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
	Suburb State DDD Postcode DDD
	Phone ( ) Fax ( )
	Email address
	Managing real estate agent's details (if applicable)
	Name
	Address
	Suburb State DDD Postcode DDDD
	Phone ( ) Fax ( )
	Email address

**Schedule 1** Periodic on-site home agreement

**Division 2** Rent, fees and charges

Clause 3 —	Tenant/s name/s		
Tenant/s details	Current address		
details			
	Suburb State DDD Postcode DDDD		
	Phone ( ) Fax ( )		
	Email address		
	Place of occupation		
	Suburb State DDD Postcode DDDD		
	Phone ( ) Fax ( )		
	Email address		
Clause 4 —	(1) Park name and address		
Residential park and site			
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 residents	(1) Maximum number of persons who may use the on-site home as their principal place of residence		
allowed	(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 (add the number of persons allowed under subclauses (1) and (2))		
Clause 5 —	Commencement date: □□/□□/□□□□		
Agreement	D D M M Y Y Y Y		
commencement date			
uait			

[Division 1 amended in: Gazette 5 Jul 2011 p. 2814.]

## Division 2 — Rent, fees and charges

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

Periodic on-site home agreement Schedule 1 Rent, fees and charges Division 2

Clause 7 — Rent payment day	Rent payment day			
Clause 8 —	□ Cash	□ Cheque		
Method of rent payment	□ EFTPOS	☐ Credit card		
	☐ Direct deposit into ☐ Deduction from pension specified financial institution			
	Other (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			
Clause 11 —	than 2 weeks' rent.  (1) Rent increases allowed:	Yes □ No		
Rent variation	Note 1: Under section 30(2) of the Act —			
	(a) the park operator must give at least 60 days notice of any rent increase; and			
	(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	l: (i.e. basis for reviewing e.g. —		
	(a) current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the <i>Australian Bureau of Statistics Act 1975</i> of the Commonwealth); or			
	(b) percentage increase on current rent; or			
	(c) review on a market re	ent basis).		
	a review of rent on a marke amount of rent to be payab operator must have regard	, if a long-stay agreement provides for trent basis then, when calculating the le on and after the review date, the park to a report obtained for the purpose by rson licensed under the Land Valuers		

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08]
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Schedule 1 Periodic on-site home agreement

**Division 2** Rent, fees and charges

	(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		
	(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		
	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>(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' rent		
Security bonds	Security devices		
	(not more than \$100)		
	Fumigation (cats or dogs) (not more than \$100)		
	Total		
	Note: Section 21(2) of the Act specifies the maximum amount for the		

Periodic on-site home agreement Rent, fees and charges Division 2

Clause 14 — Charges for additional residents	(1)	Charge for each person residing on the agreed premises in addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause $4A(1)$ :  \$ per $\square$ night $/\square$ week $/\square$ fortnight $/\square$ month
		(Please tick applicable period)
	(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.
		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 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:	
	(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.
	Exclu	de this clause: ☐ Yes ☐ No

Schedule 1 Periodic on-site home agreement

**Division 2** Rent, fees and charges

Clause 15 — Fees and charges for services /	<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> <li>If a fee or charge under subclause (1) —</li> </ol>			
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,			
	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? $\square$ Yes $\square$ No			
	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>(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 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 Agencies (Powers)</i> Services Act 19842012, 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? $\square$ Yes $\square$ No			
	If yes, outline the modification or restriction below:			

Periodic on-site home agreement Schedule 1
Table of fees and charges for services and utilities Division 3

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

[Division 2 amended in: Gazette 5 Jul 2011 p. 2814; 14 Nov 2013 p. 5063.]

## 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)			

**Division 4** General terms

#### **Division 4** — General terms

Clause 17 —	Children allowed to live on the agreed premises: ☐ Yes ☐ 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 —		
	<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> </ul>		
	(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		
	long-stay tenants at the park support the changes.		

Periodic on-site home agreement Schedule 1 General terms Division 4

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: □ 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>(a) setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	<ul><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.</li></ul>
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	"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? $\square$ 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 —
	(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 22 —	The tenant must keep the site and both the interior and the exterior
Responsibility	of the on-site home in a reasonable state of cleanliness.

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08]
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Schedule 1 Periodic on-site home agreement

**Division 4** General terms

for cleanliness					
	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>(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 —	(1) The tenant must not intentionally or negligently cause or				
Responsibility	permit damage to the agreed premises or the shared				
for damage	premises.  (2) The tenant must notify the park operator, as soon as				
	(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:				
	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.				

Periodic on-site home agreement Schedule 1
General terms Division 4

#### Clause 24 — Park operator's responsibility for cleanliness and repairs

(1) The park operator must —

- (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and
- (b) maintain the shared premises in a reasonable state of cleanliness; and
- (c) provide and maintain the agreed premises and 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.

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

Note: This clause can be modified or restricted by marking the relevan 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

- (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 —
  - (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
  - (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 —
  - (a) the person who carries out the repairs holds a licence to

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Schedule 1 Periodic on-site home agreement

**Division 4** General terms

	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) 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: ☐ 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>(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 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:				
	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>				
	<ul><li>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction</li></ul>				

Periodic on-site home agreement Schedule 1 General terms Division 4

	in Division 5
	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.
	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 restrictions to the clause? ☐ Yes ☐ No

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**Division 4** General terms

	If yes, outline the modification or restriction below:			
	Note		This clause can be modified or restricted by marking the relevant pox 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 ne 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	

Periodic on-site home agreement Schedule 1 General terms Division 4

	Exclude If this c	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.  The this clause:  Yes No  lause is not excluded, are there any modifications or ons to the clause?  Yes No  putline 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 30 — Tenant's right to remove	a	The tenant must not affix a fixture or make a renovation or n alteration or addition to the agreed premises:  Yes \square No
fixtures or alter premises	(2) I	f yes —
arter premises	(	a) the written consent of the park operator is required: ☐ Yes ☐ No
	(	b) the following additional conditions apply:
	••	
	(3) T	The park operator must not withhold consent unreasonably.
	p h p	At any time while the tenant's right to occupy the agreed remises continues, the tenant may remove any fixture that e or she has, with the park operator's consent, affixed to the remises, unless the removal of the fixture would cause rreparable damage to the agreed premises.
	a a c	f the tenant's removal of a fixture causes damage to the greed premises, the tenant must notify the park operator nd, at the option of the park operator, repair the damage or ompensate the park operator for any reasonable expenses accurred by the park operator in repairing the damage.
		e this clause:   Yes   No
		lause is not excluded, are there any modifications or ons to the clause? ☐ Yes ☐ No

Schedule 1 Periodic on-site home agreement

**Division 4** General terms

	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)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises: $\square$ Yes $\square$ 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 32 — 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.			
		ıde 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:				

Periodic on-site home agreement Schedule 1 General terms Division 4

	Note: This box a	clause can be modified or restricted by marking the relevant bove and by either — 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 restriction in Division 5.
Clause 33 — Repositioning of on-site home		a comparable site in the park if necessary:
		ne park operator must pay for all the tenant's seresulting from any repositioning of the on-site
Clause 34 — Notice of	The period of i	notice for the termination of this agreement is:
termination	(a)	ice of termination is given —  by the park operator under Part 3 Division 2 of the Act; or  by the tenant under Part 3 Division 3 of the Act,
	when	on 33(1) of the Act provides that this agreement terminates the above period of notice has expired and the tenant has vacant possession of the agreed premises to the park ator.
	Note 2: Section	on 33(3) of the Act provides that in any other case, this ement 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
	. ,	the tenant abandons the agreed premises; or 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.
	termi vacai	ons 41 and 42 state that, if the park operator gives notice of nation, the notice must specify that the tenant is to give nt possession of the agreed premises to the operator at least ays after the day on which the notice is given.
	notice posse	on 44 states that, if the tenant gives notice of termination, the emust specify that the tenant intends to give vacant ession of the agreed premises to the operator at least 21 days the day on which the notice is given.

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08] Published on www.legislation.wa.gov.au

Schedule 1 Periodic on-site home agreement

**Division 5** Special terms

Clause 35 — No unilateral variation of agreement	Neither the park operator nor the tenant can vary this agreement unilaterally.
Clause 36 — 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. 2815.]

## Division 5 — Special terms

D1 1151	on 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.

Periodic on-site home agreement
Condition report
Condition report
Condition report
Division 6

	Division 6 — Condition report
Note: for this I	-
	Division the park operator should set out the condition report
prescri	bed under regulation 8(1)(a) and (2) and Schedule 5 s 1, 2, 3 and 4 of the regulations.
	Division 7 — Park rules
Note: for this	Division:
	Division the park operator should set out the park rules for the ntial park.
]	Division 8 — Information sheet
Note: for this I	Division:
In this I	Division the park operator should set out the information sheet
prescri	bed 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 / manager
signature/s	Signatory (print name)
	Signature
	Date Signed: DD/DD/DDD
	DD MM Y YY Y Witness*
	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box\Box$
	DD MM Y YY Y
	* Please note the witness cannot be the park operator or tenant.
Tenant	Tenant (1)

Signatory (print name)

signature/s

Schedule 1 Periodic on-site home agreement

**Division 10** Tenant's checklist

	Signature
	Date Signed: □□/□□/□□□□
	DD MM YYYY
	Tenant (2)
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□
	DD MM Y YY Y
	Witness*
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□
	DD MM Y YY Y
	* Please note the witness cannot be the park operator or tenant.
<u>D</u>	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.

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

[r. 5]

## **Division 1 — Preliminary**

	Division 1 Transmary
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 <b>TENANT'S CHECKLIST</b> in Division 10.
	If you need general information about renting at a residential park —
	call the Consumer Protection Contact Centre: 1300 30 40 54
	visit the Department of Commerce's website: www.commerce.wa.gov.au
	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 this agreement	"Act" means the Residential Parks (Long-stay Tenants) Act 2006;
	110. 2000,
	"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;
	"agreed premises" means the site, the on-site home, any othe 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;
	"agreed premises" means the site, the on-site home, any othe 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

Schedule 2 Fixed term on-site home agreement

**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>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 / managing real estate agent details	Park operator's details (not required if managing real estate agent's details are provided below)
	First name Last name
	Business address
	Suburb
	Phone ( ) Fax ( )
	Email address
	Managing real estate agent's details (if applicable)
	Name
	Address
	Suburb State DDD Postcode DDDD
	Phone ( ) Fax ( )
	Email address
Clause 3 — Tenant/s	Tenant/s name/s
details	Current address
	Suburb
	Email address
	Suburb
	Phone ( ) Fax ( )

Fixed term on-site home agreement Rent, fees and charges Division 2

	Email address
Clause 4 — Residential	(1) Park name and address
park and site 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 residents	(1) Maximum number of persons who may use the on-site home as their principal place of residence
allowed	(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 (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 2 — Rent, fees and charges

Clause 6 — Rent	(1)	) Rent: \$ per □ week / □ fortnight / □ month		
		(Please tick applicable period)		
	(2)	An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in the on site home.		
	Note:	Division 3 specifies what fe are included in the rent, if a		charges for services and utilities
Clause 7 — Rent payment day	Rent payment day			
Clause 8 —		Cash		Cheque
Method of rent payment		EFTPOS		Credit card
		Direct deposit into specified financial institution		Deduction from pension

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08]
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Schedule 2 Fixed term on-site home agreement

**Division 2** Rent, fees and charges

	☐ Other (please specify)		
Clarent	N 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
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:		
uuvunee	Note: Section 25 of the Act states that this amount must not be more		
	than 2 weeks' rent.		
Clause 11 —	(1) Rent increases allowed: ☐ Yes ☐ No		
Rent variation	(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).		
	Note 1: 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 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) rent of an increased amount; or		
-1	(c) an amount by way of penalty; or		

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

damages	(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.		
	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>(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 — Security bonds	4 weeks' rent		
Security bolius	Security devices (not more than \$100)		
	Fumigation (cats or dogs) (not more than \$100)		
	Total		
	Note: Section 21(2) of the Act specifies the maximum amount for the		
C1 44	security bonds relating to security devices and pets (\$100 each).		
Clause 14 — Charges for additional residents	(1) Charge for each person residing on the agreed premises in addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):		
Charges for additional	addition to the number of persons who may use the on-site home as their principal place of residence, specified in		
Charges for additional	addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):  \$ per □ night / □ week / □ fortnight / □ month		
Charges for additional	addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):  \$		
Charges for additional	addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):  \$		
Charges for additional	addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):  \$		
Charges for additional	addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):  \$		
Charges for additional	addition to the number of persons who may use the on-site home as their principal place of residence, specified in clause 4A(1):  \$		

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08]
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Schedule 2 Fixed term on-site home agreement

**Division 2** Rent, fees and charges

	noid
	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.
	Exclude this clause: ☐ Yes ☐ No
	Note 4: This clause can be excluded by marking the relevant box above or
CD 4.5	by crossing out the entire clause.
Clause 15 — Fees and	(1) The fees and charges set out in Division 3 are payable by the tenant during the term of this agreement for services and
charges for	utilities 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
	<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>(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

Schedule 2	Fixed term on-site home agreement
Division 3	Table of fees and charges for services and utilities

	"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 park operator	<ul> <li>(a) the Land Tax Act 2002;</li> <li>(b) the Local Government Act 1995;</li> <li>(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Services Act 19842012, except a charge for water consumed.</li> </ul>		
	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 —  (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; 14 Nov 2013 <u>p. 5064</u>.]

### 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			

**Schedule 2** Fixed term on-site home agreement

**Division 4** General terms

(please specify)		
Other service / utility (please specify)		

#### Division 4 — General terms

	Division 4 — General terms
Clause 17 — Children	Children allowed to live on the agreed premises: ☐ Yes ☐ No  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 — 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	(1) Specify any premises the tenant will share with other tenants at the park.
	(2) Specify any restrictions on the access to those premises.

Fixed term on-site home agreement General terms

Schedule 2 Division 4

	(2) The state of t		
	(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: ☐ 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>(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 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	"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>(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 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.
	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>(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.
	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:

Fixed term on-site home agreement Schedule 2 General terms Division 4

	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	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 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
una ropums	(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.
	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>(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 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	(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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Schedule 2 Fixed term on-site home agreement

**Division 4** General terms

	(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.
		vever, the park operator is not obliged to compensate the unt 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.
	the	clause (1) applies whether or not the tenant has notice of state of the agreed premises at the time when this element is made.
	Exclude th	nis clause: □ Yes □ No
		se is not excluded, are there any modifications or s to the clause? ☐ Yes ☐ No
	If yes, out	line the modification or restriction below:
	•••••	
	••••••	
		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 26 —	The tenant	i—
Tenant's conduct on	(a)	must not cause or permit a nuisance anywhere in the
premises	<i>~</i> .	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 th	nis clause: □ Yes □ No
		se is not excluded, are there any modifications or s to the clause? ☐ Yes ☐ No
	If yes, out	line the modification or restriction below:

Fixed term on-site home agreement Schedule 2 General terms Division 4

	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 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

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	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 restrictions to the clause? □ Yes □ 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	(1) The park operator may enter the agreed premises and any other premises occupied by the tenant under this agreement, including any relocatable home or other structure provided by the 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
	<ul><li>(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</li></ul>
	(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

Fixed term on-site home agreement General terms

Schedule 2

Division 4

;	repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or
	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
	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
	e is not excluded, are there any modifications or the clause? ☐ Yes ☐ No
If yes, outlin	ne the modification or restriction below:
	is clause can be modified or restricted by marking the relevant x 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.

**Division 4** General terms

Clause 30 — Tenant's right to remove fixtures or alter premises	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises:  ☐ Yes ☐ No  If yes —  (a) the written consent of the park operator is required:  ☐ Yes ☐ No  (b) the following additional conditions apply:		
	(3)	The park operator must not withhold consent unreasonably.		
	(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.		
	(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.		
	Exclu	ide 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>(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 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		(a) the written consent of the park operator is required: ☐ Yes ☐ No		
		(b) the following additional conditions apply:		

Fixed term on-site home agreement General terms Schedule 2

Division 4

	(3)	If the answer to subclause (2)(a) is yes —
		<ul><li>(a) the park operator must not unreasonably withhold consent; and</li></ul>
		(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 32 — 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
		s clause is not excluded, are there any modifications or actions to the clause? ☐ Yes ☐ No
	If ye	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 33 — Repositioning	(1)	The park operator reserves the right to reposition the on-site home to a comparable site in the park if necessary.
of on-site home		□ Yes □ No
	(2)	If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the on-site home.

**Division 4** General terms

Clause 34 — Notice of	The period of notice for the termination of this agreement is:				
termination	Note 1: If notice of termination is given —				
	14010 1.	(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:	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;			
		<ul><li>(b) the tenant has given vacant possession of the agreed premises to the park operator.</li></ul>			
	Note 3:	Section 33(3) of the Act provides that in any other case, this agreement ends when —			
		<ul><li>(a) the State Administrative Tribunal terminates this agreement under Part 5; or</li></ul>			
		<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>			
		<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>(e) 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.			
	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 agreement	Neither t unilatera	he park operator nor the tenant can vary this agreement lly.			
Clause 36 — 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. 2816.]

Fixed term on-site home agreement Special terms Division 5

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.	
	•••••		
	•••••		
	•••••		
	•••••		
	•••••		

**Division 6** Condition report

Division 6 — Condition report			
Note: for this Division:			
prescri	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: for this I	Division:		
	Division the park operator should set out the park rules for the tial park.		
]	Division 8 — Information sheet		
Note: for this I	Division:		
	Division the park operator should set out the information sheet bed 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 signature/s	Park operator / managing real estate agent		
signature/s	Signatory (print name)		
	Signature		
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box\Box$		
	DD MM Y YY Y		
	Witness*		
	Signatory (print name)		
	Signature		
	Date Signed: DD MM Y Y Y Y		
	* Please note the witness cannot be the park operator or tenant.		

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

_			
Tenant	Tenant (1)		
signature/s	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM YYYY		
	Tenant (2)		
	Signatory (print name)		
	Signature		
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box\Box$		
	DD MM Y YY Y		
	Witness*		
	Signatory (print name)		
	Signature		
	Date Signed: □□/□□/□□□□		
	DD MM Y YY Y		
	* Please note the witness cannot be the park operator or tenant.		
Γ	Division 10 — Tenant's checklist		
	☐ I have received a copy of, and read, this agreement.		
	I have received a copy or, 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.		

**Division 1** Preliminary

# 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 Contact Centre:		
	visit the Department of Commerce's website: www.commerce.wa.gov.au		
	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.		
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;		
	"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;		
	"regulations" means the Residential Parks (Long-stay		

Periodic site-only agreement Preliminary Schedule 3

Division 1

	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>			
	<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 DDD Postcode			
	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			
uctuns				
	Suburb State DDD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			
	Place of occupation			
	Suburb State DD Postcode DDD			
	Phone ( ) Fax ( )			
	Email address			

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Clause 4 — Residential park and site details	) Park name and address	
	) Site location (e.g. site number o	
	) Area of site (e.g. Zm <sup>2</sup> or X metr	res by Y metres)
Clause 4A — Number of residents allowed	) Maximum number of persons w home on the site as their princip	3
	<ul> <li>Maximum number of additional a temporary basis in a relocatab</li> </ul>	1
	Total number of persons who m home on the site at any one time allowed under subclauses (1) an	e (add the number of persons
Clause 5 — Agreement commencement date	ommencement date: \( \sum \subseteq	

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

### Division 2 — Rent, fees and charges

Clause 6 — Rent	<ul> <li>(1) Rent: \$ per □ week / □ fortnight / □ month</li></ul>	
	Note: Division 3 specifies what are included in the rent, i	fees or charges for services and utilities fany.
Clause 7 — Rent payment day	Rent payment day	
Clause 8 — Method of rent payment	<ul> <li>□ Cash</li> <li>□ EFTPOS</li> <li>□ Direct deposit into specified financial institution</li> <li>□ Other (please specify)</li> </ul>	☐ Cheque ☐ Credit card ☐ Deduction from pension

Periodic site-only agreement Rent, fees and charges Schedule 3 Division 2

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	<ol> <li>Rent increases allowed: ☐ Yes ☐ No</li> <li>Note 1: Schedule 1 clause 4 to the Act provides that a review of rent at intervals of less than 12 months is of no effect.</li> <li>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> </li> </ol>	
	(b) percentage increase on current rent; or (c) review on a market rent basis).	
	Note 2: Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different	
	bases for calculating rent being specified for different review dates.  Note 3: Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.	
	Note 4: 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 5: Under 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	

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Division 2 Rent, fees and charges

	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 — No accelerated	(1) The tenant is not required to pay —	
rent and	(a) any rent remaining payable under this agreement; or	
liquidated	(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.	
	(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>(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' rent	
Security bonds	Security devices	
	(not more than \$100)	
	Fumigation (cats or dogs)	
	(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).	

Periodic site-only agreement Rent, fees and charges Division 2

Clause 14 — Charges for additional residents	addi hom	rge for each person residing on the agreed premises in ition to the number of persons who may use a relocatable ne on the site as their principal place of residence, cified in clause 4A(1):
	\$	per $\square$ night / $\square$ week / $\square$ fortnight / $\square$ month
		(Please tick applicable period)
	info	use 1 of the information sheet set out in Division 8 gives rmation about who will be considered to be an additional on residing on the agreed premises.
	out	e any other provision applicable in relation to working who will be considered to be an additional person ding on the agreed premises under this agreement.
		If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
		the charge is not payable at the same time and in the same timer as the rent, specify when and how the charge is to be l.
		If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
		e any other provisions applicable in relation to the lication or calculation of a charge under this clause.
		If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	Exclude th	nis clause: ☐ Yes ☐ No
		This clause can be excluded by marking the relevant box above or

Schedule 3 Periodic site-only agreement Division 2 Rent, fees and charges

Clause 15 — Fees and charges for services and utilities	(1) 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.		
	(2) If a fee or charge under subclause (1) —		
utilities	(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? $\square$ Yes $\square$ 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>		
	<ul><li>(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</li></ul>		
Clause 16 —	The park operator must bear the cost of all rates, taxes or charges		
Rates, taxes and charges	imposed in respect of the agreed premises and the shared premises under any of the following written laws —		
payable by park operator	(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 Agencies (Powers) Services Act</i> 19842012, 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:		

Periodic site-only agreement Schedule 3
Table of fees and charges for services and utilities Division 3

Note:	This clause can be modified or restricted by marking the releva 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 "Reto Division 5" and setting out the modification or restriction in Division 5.

[Division 2 amended in: Gazette 5 Jul 2011 p. 2816-17; 14 Nov 2013 p. 5064.]

### 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)			

**Division 4** General terms

#### **Division 4** — General terms

Clause 17 — Children	Children allowed to live on the agreed premises: ☐ Yes ☐ No  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.
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: □ Yes □ No
	If this clause is not excluded, are there any modifications or

Periodic site-only agreement General terms Schedule 3

Division 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>(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 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	"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>(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 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.		

**Schedule 3** Periodic site-only agreement

**Division 4** General terms

	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>(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 —	(1) The tenant must not intentionally or negligently cause or		
Responsibility	permit damage to the agreed premises or the shared		
for damage	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 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>(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		

Periodic site-only agreement General terms Schedule 3

Division 4

#### Clause 24 — Park operator's responsibility for cleanliness and repairs

(1) The park operator must —

- (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and
- (b) maintain the shared premises in a reasonable state of cleanliness; and
- (c) provide and maintain the agreed premises and 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.

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:

ote: 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

- (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 —
  - (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
  - (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 —
  - (a) the person who carries out the repairs holds a licence to

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	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) 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: ☐ 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:					
	No. 70. 1 Production of the state of the sta					
	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 26 —	The tenant —					
Tenant's conduct on premises	<ul> <li>(a) must not cause or permit a nuisance anywhere in the residential park; and</li> </ul>					
	(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? $\square$ Yes $\square$ No					
	If yes, outline the modification or restriction below:					

Periodic site-only agreement Schedule 3 General terms Division 4

	Iote: This clause can be modified or restricted by marking the rele box above and by either —	vant
	<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 to Division 5" and setting out the modification or restri in Division 5.	
Clause 27 — Quiet enjoyment	The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or an person claiming by, through or under the park operator.	
	2) The park operator must not cause or permit any interfered with the reasonable peace, comfort or privacy of the ten the use by the tenant of the agreed premises or the reason use by the tenant of the shared premises.	ant in
	The park operator must take all reasonable steps to enform the obligation of any other tenant of the park operator of cause or permit any interference with the reasonable per comfort or privacy of the tenant in the use by the tenant the agreed premises or the shared premises.	ot to ace,
Clause 28 — Locks	The tenant will not alter, remove or add any lock or sim device to the agreed premises or the shared premises wi the consent of the park operator given at, or immediatel before, the time that the alteration, removal or addition carried out.	thout y
	lote 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, comm offence and is liable to a fine of \$20 000.	1
	2) The park operator will not alter, remove or add any lock similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant g at, or immediately before, the time that the alteration, removal or addition is carried out.	t
	3) The park operator will not alter, remove or add any lock similar device to the shared premises without first notify the tenant and providing the tenant with a means of acce the shared premises.	ying
	lote 2: Under Schedule 1 clause 12(6) to the Act, a park operator w breaches subclause (2) or (3) above without reasonable excaddition to any civil liability that the park operator might incur commits an offence and is liable to a fine of \$20 000.	use, in
	lote 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the operator, without reasonable excuse, alters, removes or add lock or device to the agreed premises or the shared premise without the consent of the tenant given at or immediately bef the time that the alteration, removal or addition is carried out the agent, in addition to any civil liability that the agent might commits an offence and is liable to a fine of \$20 000.	s a s ore , then

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**Division 4** General terms

	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, outline the modification or restriction below:					
		•••••				
	•••••	•••••				
	••••••	•••••				
	Note 4:		clause can be modified or restricted by marking the relevant above and by either —			
		(a	<ul> <li>setting out the modification or restriction in the space provided below the clause; or</li> </ul>			
		(b	<ul> <li>if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</li> </ul>			
Clause 29 — Park operator's right of entry		other princluding	rk operator may enter the agreed premises and any remises occupied by the tenant under this agreement, ng any relocatable home or other structure provided renant —			
			with the consent of the tenant given at, or immediately efore, the time of entry; or			
		(b) at	t any time in an emergency.			
	(2)	The par	rk operator may enter the agreed premises —			
		w p	n giving at least 24 hours' written notice to the tenant where the park operator requires access to meet the ark operator's obligations under this Act or to inspect epairs and maintenance to the site; or			
		n 1-	n a day and at a reasonable time specified in a written otice given to the tenant at least 7 and not more than 4 days in advance, for the purpose of inspecting the remises or for any other purpose; or			
		re th	t any reasonable time for the purpose of collecting the ent under this agreement, where under this agreement he rent is payable not more frequently than once each week and is to be collected at the premises; or			
		th p	or the purpose of inspecting the agreed premises, on ne occasion of a rent collection referred to in aragraph (c), but not more frequently than once every weeks; or			
		re aı	or the purpose of carrying out or inspecting necessary epairs to or maintenance of the agreed premises, at my reasonable time, after giving the tenant at least 2 hours' notice; or			
			t any reasonable time and on a reasonable number of ccasions during the 21 days before this agreement			

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	Eveli	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.  determine the prospective probability of the prospective purchasers.					
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ 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>(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	(2)	If yes —					
alter premises		(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: ☐ Yes ☐ 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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	(5) The park operator must not withhold consent unreasonably.
	(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? $\square$ Yes $\square$ No
	If yes, outline the modification or restriction below:
	No. 2711 In the State of the St
	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 31 — Selling	(1) Tenant permitted to sell a relocatable home owned by the tenant on the site: ☐ Yes ☐ No
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.
	(3) State any other restrictions which affect the sale of the
	relocatable home.

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_						
		(4)	(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	(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:			
		(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.			
		Exclude this clause: ☐ Yes ☐ No				
			s clause is not excluded, are there any modifications or ctions to the clause? $\square$ Yes $\square$ No			
		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 34 — Repositioning of relocatable	(1) The park operator reserves the right to reposition the tenant's relocatable home to a comparable site in the park if necessary: □ Yes □ No				
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	The period of notice for the termination of this agreement is:				
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,				
	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>(a) the State Administrative Tribunal terminates this agreement under Part 5; or</li> </ul>				
	<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>				
	<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>(e) 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.				
	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.				

Periodic site-only agreement Special terms Division 5

Clause 36 — No unilateral variation of agreement	Neither 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. 2817.]

#### Division 5 — Special terms

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.	

# **Division 6** Condition report **Division 6** — Condition report Note: for this Division: 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: for this Division: In this Division the park operator should set out the park rules for the residential park. **Division 8** — Information sheet Note: for this Division: 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 / By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions. managing real estate agent Park operator / managing real estate agent signature/s Signatory (print name) Signature ..... Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box\Box$ DD MM YYYY Witness\*

Date Signed: □□/□□/□□□□

 $\mathsf{D}\,\mathsf{D}\,\,\mathsf{M}\,\mathsf{M}\,\,\mathsf{Y}\,\,\mathsf{Y}\,\mathsf{Y}\,\,\mathsf{Y}$ 

Residential Parks (Long-stay Tenants) Regulations 2007

Periodic site-only agreement

Schedule 3

Periodic site-only agreement Acceptance Schedule 3

Division 9

	* Please note the witness cannot be the park operator or tenant.			
Tenant	Tenant (1)			
signature/s	Signatory (print name)			
	Signature			
	Date Signed: \( \square\) \( \square\) \( \square\)			
	DD MM Y YY Y			
	Tenant (2)			
	Signatory (print name)			
	Signature			
	Date Signed: \( \square\) \( \square\) \( \square\) \( \square\)			
	DD MM YYYY			
	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 —			
*	<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.			

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08] Published on www.legislation.wa.gov.au

**Schedule 3** Periodic site-only agreement

**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.			

# Schedule 4 — Fixed term site-only agreement

[r. 7]

# **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 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 <b>TENANT'S CHECKLIST</b> in Division 10.			
	If you need general information about renting at a residential park —			
	eall the Consumer Protection Contact Centre:			
	visit the Department of Commerce's website:			
	www.commerce.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 —	In this agreement, unless the contrary intention appears —			
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;			
	"regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;			

Schedule 4 Fixed term site-only agreement

Division 1 Preliminary

	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 /	Park operator's details (not required if managing real estate agent's details are provided below)					
managing real	First name Last name					
estate agent	Business address					
details	Suburb State DD Postcode DDD					
	Phone () Fax ()					
	Email address					
	Managing real estate agent's details (if applicable)					
	Name					
	Address					
	Suburb State DDD Postcode DDDD					
	Phone ( ) Fax ( )					
	Email address					
Clause 3 —	Tenant/s name/s					
Tenant/s details	Current address					
uctans						
	Suburb State DDD Postcode DDD					
	Phone () Fax ()					
	Email address					
	Place of occupation					
	Suburb State DDD Postcode DDD					
	Phone ( ) Fax ( )					
	Email address					

Fixed term site-only agreement Schedule 4 Rent, fees and charges

Division 2

Clause 4 — Residential park and site	(1) Park name and address
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 4A — Number of residents	Maximum number of persons who may use a relocatable home on the site as their principal place of residence
allowed	(2) Maximum number of additional persons who may 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 (add the number of persons allowed under subclauses (1) and (2))
Clause 5 — Fixed term of	Commencement date: DD D M M Y Y Y Y
agreement	Termination date:

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

# Division 2 — Rent, fees and charges

Clause 6 — Rent	(1)	(1) Rent: \$ per □ week / □ fortnight / □ mo				
		2) 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:	Note: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.				
Clause 7 — Rent payment	Rent payment day					
Clause 8 —	□ Cash		П	Cheque		
Method of rent payment		FTPOS		Credit card		
	sp	irect deposit into pecified financial stitution		Deduction from pension		

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08]
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**Schedule 4** Fixed term site-only agreement

**Division 2** Rent, fees and charges

	☐ Other (please specify)				
Clause 9 — Location of rent payment	ere rent must be paid: (e.g. at the park's office, at the park s financial institution)				
Clause 10 — Rent in	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:				
advance	Note:	Section 25 of the Act states that this amount must not be more			
		than 2 weeks' rent.			
Clause 11 — Rent variation	. ,	nt increases allowed: ☐ Yes ☐ No			
Kent variation		ow the rent may be varied: (i.e. basis for reviewing e.g. —			
	(a)	current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the <i>Australian Bureau of</i> <i>Statistics Act 1975</i> of the Commonwealth); or			
	(b)	percentage increase on current rent; or			
	(c)	review on a market rent basis).			
	Note 1:	Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates.			
	Note 2:	Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.			
	Note 3:	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 <i>Land Valuers Licensing Act 1978</i> .			
	(3) WI	hen the rent may be varied:			

Fixed term site-only agreement Rent, fees and charges Division 2

	(a) if it is the pra payable by lo review date: notice of that agreement, it date earlier t tenancy; (b) the above su	clause 4(2) and (6) to the Act —  ctice of the park operator to review the rent ong-stay tenants in accordance with a set schedule and the tenant has been given written is schedule before the making of this he above subclause can set the first review han 12 months from the beginning of the because cannot otherwise specify that the rent wed at intervals of less than 12 months.
Clause 12 — No accelerated rent and liquidated damages	(b) rent of an incre (c) an amount by v (d) an amount by v for any breach of this law.  Note 1: Under Schedule 1 of be void to the extent (2) The tenant is not enti- rebate, refund or othe breached this agreem Note 2: Under Schedule 1 of reduction, rebate, re- dependant on comp written law —  (a) this agreeme commencem (b) the tenant w	ning payable under this agreement; or eased amount; or way of penalty; or way of liquidated damages, a agreement, the Act or any other written elause 18(1) to the Act, this agreement would that it provided for any such payment. Act or any er benefit, because the tenant has not benefit, because the tenant has not benefit, because the tenant has not benefit, the Act or another written law. Belause 18(2) to the Act, if in this agreement any effund or other benefit were expressed to be beliance with this agreement, the Act or another written law. Belause 18(2) to the Act, if in this agreement any effund or other benefit were expressed to be beliance with this agreement, the Act or another would be taken to be varied from the lent of the tenancy; and bould be entitled to the reduction, rebate, refund selfit in any event.
Clause 13 — Security bonds	4 weeks' rent Security devices (not more than \$100) Fumigation (cats or dogs) (not more than \$100)  Total	an in any event.
		Act specifies the maximum amount for the ing to security devices and pets (\$100 each).

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CD 4.4	(1)	
Clause 14 — Charges for additional residents	a h	Charge for each person residing on the agreed premises in ddition to the number of persons who may use a relocatable ome on the site as their principal place of residence, pecified in clause 4A(1):
	\$	per $\square$ night / $\square$ week / $\square$ fortnight / $\square$ month
		(Please tick applicable period)
	ir	Clause 1 of the information sheet set out in Division 8 gives a liferimation about who will be considered to be an additional erson residing on the agreed premises.
	О	tate any other provision applicable in relation to working ut who will be considered to be an additional person esiding 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.
	n	f the charge is not payable at the same time and in the same nanner as the rent, specify when and how the charge is to be aid.
	Note 2:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
		tate any other provisions applicable in relation to the pplication or calculation of a charge under this clause.
	•••••	
	N-4- 0:	If the control of the
	Note 3:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	Exclude	e this clause: □ Yes □ No
	Note 4:	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

Fixed term site-only agreement Rent, fees and charges Division 2

Clause 15 — Fees and charges for	(1) 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.					
services and	(2) If a fee or charge under subclause (1) —					
utilities	(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? $\square$ Yes $\square$ No					
	If yes, outline 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	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) Services Act 19842012, 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? $\square$ Yes $\square$ No					
	If yes, outline the modification or restriction below:					

**Schedule 4** Fixed term site-only agreement

**Division 3** Table of fees and charges for services and utilities

Note:	This clause can be modified or restricted by marking the releva 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 "Re to Division 5" and setting out the modification or restriction in Division 5.

[Division 2 amended-in: Gazette 5 Jul 2011 p. 2818; 14 Nov 2013 p. 5064.]

# 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)			

### **Division 4** — General terms

Clause 17 —	Children allowed to live on the agreed premises: ☐ Yes ☐ 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 —					
	<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> </ul>					
	(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 of the agreed premises will be given to the					
Vacant possession	tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.					
	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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**Schedule 4** Fixed term site-only agreement

**Division 4** General terms

	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 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	"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>(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 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 restrictions to the clause? ☐ Yes ☐ No
	If yes, outline the modification or restriction below:

Fixed term site-only agreement Schedule 4 General terms Division 4

	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 —	(1)	The tenant must not intentionally or negligently cause or
Responsibility for damage		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 of the relocatable home on the site.
	Exclu	ide this clause: ☐ Yes ☐ No
		s clause is not excluded, are there any modifications or ctions to the clause?   Yes  No
	If yes	, outline the modification or restriction below:
	If yes	, outline the modification or restriction below:
		, outline the modification or restriction below:
		This clause can be modified or restricted by marking the relevant
		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
Clause 24 —		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
Clause 24 — Park operator's	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.  The park operator must —  (a) provide the agreed premises and the shared premises in
Park operator's responsibility for cleanliness	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.  The park operator must —  (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and  (b) maintain the shared premises in a reasonable state of
Park operator's responsibility	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.  The park operator must —  (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and

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**Schedule 4** Fixed term site-only agreement

**Division 4** General terms

			heal	th and safety of residents of the park.		
	(2)	subc	out li lause ified i	imiting the park operator's obligations under (1) the park operator must carry out any work in the Condition report set out in Division 6		
	Excl	ude th	le 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:			ause can be modified or restricted by marking the relevant ove and by either —		
				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 restriction in Division 5.		
Clause 25 — Compensation where tenant	(1)	reaso	nable	operator must compensate the tenant for any e expense incurred by the tenant in making urgent the agreed premises where —		
sees to repairs		(a)	resu like	state of disrepair has arisen otherwise than as a lt of a breach of this agreement by the tenant and is ly to cause injury to person or property or undue onvenience to the tenant; and		
		(b)	park or h	tenant has made a reasonable attempt to give to the a operator notice of the state of disrepair and of his er intention to incur expense in repairing the mises.		
	(2)		ever, nt unl	the park operator is not obliged to compensate the ess —		
		(a)	do s	person who carries out the repairs holds a licence to uch work, if a written law requires the person to I the licence; and		
		(b)	prep	tenant has given to the park operator a report pared by the repairer as to the apparent cause of the e of disrepair.		
	(3)	the s	tate o	(1) applies whether or not the tenant has notice of f the agreed premises at the time when this t is made.		
	Excl	ude th	is cla	use: □ Yes □ No		
	If thi	s claus	se is r	not excluded, are there any modifications or		

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	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>(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 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:						
	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 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 some approximate formula.
	(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.
	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:
	5,

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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 ne 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)		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
		(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.

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08] Published on www.legislation.wa.gov.au

**Schedule 4** Fixed term site-only agreement

**Division 4** General terms

	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>(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		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:         □ Yes □ No</li> <li>(b) the following additional conditions apply:</li> </ul>					
		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: □ Yes □ 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:					
		The park operator must not withhold consent unreasonably.					
		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.					

Fixed term site-only agreement

General terms

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	(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? $\square$ 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>(a) setting out the modification or restriction in the space provided below the clause; or</li> </ul>
	<ul> <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.</li> </ul>
Clause 31 — Selling	(1) Tenant permitted to sell a relocatable home owned by the tenant on the site: ☐ Yes ☐ No
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.
	(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	(2)	If yes —
sub-letting the premises		(a) the written consent of the park operator is required:  ☐ Yes ☐ No
		(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.
	Exclu	ude this clause: □ Yes □ No
		s clause is not excluded, are there any modifications or ctions to the clause? ☐ Yes ☐ 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 —
		(a) setting out the modification or restriction in the space

Fixed term site-only agreement Schedule 4 General terms Division 4

		provided below the clause; or								
	<ul><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.</li></ul>									
Clause 34 — Repositioning of relocatable home	(2) If ex	relocatable home to a comparable site in the park if necessary. □ Yes □ No								
Clause 35 — Notice of		od of notice for the termination of this agreement is:								
termination	Note 1: If notice of termination is given —  (a) by the park operator under Part 3 Division 2 of the A  (b) by the tenant under Part 3 Division 3 of the Act, section 33(1) of the Act provides that this agreement termin when the above period of notice has expired and the tenant 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								
	Note 3:	premises to the park operator.  Section 33(3) of the Act provides that in any other case, this agreement ends when —  (a) the State Administrative Tribunal terminates this agreement under Part 5; or								
		<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>								
		<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>(f) 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 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	Neither unilatera	the park operator nor the tenant can vary this agreement ally.								

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08] Published on www.legislation.wa.gov.au

**Schedule 4** Fixed term site-only agreement

**Division 5** Special terms

agreement	
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

	on e 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.
••••••	
•••••	

Fixed term site-only agreement Condition report Schedule 4

Condition report Division 6

	Division 6 — Condition report
Note: for this I	Division:
prescril	Division the park operator should set out the condition report bed under regulation 8(1)(b) and (2) and Schedule 5 s 2, 3 and 4 of the regulations.
	Division 7 — Park rules
Note: for this I	Division:
	Division the park operator should set out the park rules for the tial park.
]	Division 8 — Information sheet
Note: for this I	Division:
	Division the park operator should set out the information sheet
prescril	bed under regulation 9(1)(b) and Schedule 7 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: $\Box\Box/\Box\Box/\Box\Box\Box$
	DD MM Y YY Y Witness*
	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box\Box\Box$
	DD MM Y YY Y
	* Please note the witness cannot be the park operator or tenant.
Tenant	Tenant (1)
signature/s	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$

**Schedule 4** Fixed term site-only agreement

**Division 10** Tenant's checklist

	DD MM Y Y Y Y
	Tenant (2)
	Signatory (print name)
	Signature
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box\Box$
	DD MM Y YY Y
	Witness*
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□
	DD MM Y YY Y
	* 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 —
periou	<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.
I	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.

# Schedule 5 — Condition report

[r. 8(1)]

#### 1. **On-site home**

	1-81te II			Lou	ınge/ Din	ing				
	(	Condition	at comm	encemen			Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points /										
Floor coverings			N/A					N/A		
Other										

					Kitchen					
	(	Condition	at comm	encemen		Condition at termination				
	Clean	$\mathbf{U}$ ndamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Cupboards/ drawers										
Benchtops/ tiling			N/A					N/A		

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

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

	Bedroom 1											
	(	Condition	at comm	encemen	t		Conditi	on at tern	nination			
	Clean	$\mathbf{U}$ ndamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments		
Walls/ ceiling			N/A					N/A				
Doors/ windows												
Blinds/ curtains												

				В	Bedroom	1					
	(	Condition	at comm	encemen	t	Condition at termination					
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments	
Lights/ power points											
Floor coverings			N/A						N/A		
Other											

				Е	edroom	2				
	(	Condition	at comm	encemen	Condition at termination					
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										

				В	Sedroom	2				
	(	Condition	at comm	encemen	Condition at termination					
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

				E	Bedroom	3					
	Condition at commencement						Condition at termination				
	Clean	Undamaged	Working	Fenant agrees	Comments	Clean	Undamaged	Working	Fenant agrees	Comments	
Walls/ ceiling			N/A					N/A			

				P	edroom	3				
		Condition	at comm				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										

			]	Bathroon	n							
	Condition	at comm	nencemen	Condition at termination								
Clean	Undamaged	Working	Fenant agrees	Comments	Clean	Undamaged	Working	Fenant agrees	Comments			

				I	Bathroon	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			N/A					N/A		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Bath										
Shower										

				I	Bathroon	1				
	(	Condition	at comm				Conditi	on at tern	nination	
	Clean	$\mathbf{U}$ ndamaged	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										

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

	Laundry									
	,	Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Fenant agrees	Comments	Clean	Undamaged	Working	Fenant 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			N/A					N/A			
Other											

#### 2. Site

Site	e									
					General					
	(	Condition	at comm	encemen	t	Condition at termination				
	Clean / tidy	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Landscaping/ garden			N/A					N/A		
Driveway			N/A					N/A		
Storeroom/ shed			N/A					N/A		
Site slab/ (concrete)			N/A					N/A		
General appearance (			N/A					N/A		

				Excl	lities					
	·	Condition	at comm			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)

	(Cross out it not needed)
(1)	The park operator agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:
(2)	The park operator agrees to complete the work by

cl.	4
-----	---

4.

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

Note: for this clause:

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

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

	dditional persons residing on a temporary basis remises	[r. 9(1)(a) s on the agreed
(1)	Are tenants required to pay charges for persons residing on a temporary basis on the agreed premises?	□ Yes □ No
(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;	
	(b) any time of the year when the charges will not be payable;	
	(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 □ No

[Clause 1 inserted-in: Gazette 5 Jul 2011 p. 2818-19.]

cl. 2

2.		Services and utilities	
		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 premises?	
			•••••
			•••••
	(3)	Are there any restrictions about the use of shared	
	(3)	premises?	□ Yes □ No
	(4)	Are there mail facilities on the park?	□ Yes □ 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						
			there any restrictions about what can be					
		place	ed on the site?	☐ Yes ☐ No				
8.		Insur	rance requirements					
	(1)	Are	there any requirements regarding insurance?	☐ Yes ☐ No				
	(2)	If ye	es, what are these requirements?					
				•••••				
		•••••						
		•••••						
9.		Requ	irements on tenants regarding gardening m	aintenance				
			there any requirements upon the tenants					
		rega	rding gardening maintenance?	☐ Yes ☐ No				
10.		Park	liaison committee					
	(1)	Is th	ere a park liaison committee?	☐ Yes ☐ No				
	(2)	If ye	es —					
		•	what are its functions?					
		••••						
			1					
		•	what are its procedures?					
		••••		•••••				
		•••••						
		••••		•••••				
		••••						

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

(1)	Are tenants required to pay charges for persons residing on a temporary basis on the agreed	
	premises?	□ Yes □ N
(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;	
	(b) any time of the year when the charges will not be payable;	
	(c) whether charges for additional residents are payable only after a certain period of time.	
	If yes, specify the period:	

[Clause 1 inserted-in: Gazette 5 Jul 2011 p. 2819-20.]

2.		Services and utilities	
		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	•••••
	(3)	premises?	□ Yes □ No
	(4)	Are there mail facilities on the park?	□ Yes □ No
5.		Parking	
		How much car parking is available?	
6.		Selling a relocatable home or sub-letting or other the agreed premises	wise assigning
	(1)	Is a tenant permitted —	
		• to sell a relocatable home owned by the tenant on the site?	□ Yes □ No

CI.	<u> </u>		
		<ul> <li>to assign his or her interest under the agreement or sub-let the agreed premises?</li> </ul>	□ 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?	

Information sheet (site-only agreement) Schedule 7

cl. 10

• w	hat are its p	procedures	?			
•••••				• • • • • • • • • • • • • • • • • • • •		• • • • • • • • • • • • • • • • • • • •
•••••	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	••••••
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	•••••	• • • • • • • • • • • • • • • • • • • •		• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	

#### Schedule 8 — Prescribed classes of payment

[r. 10]

- 1. Charges for persons residing on a temporary basis on the agreed premises, if 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.
- 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.]

#### Schedule 9 — Default notice

[r. 12]

 ${\bf Division}~{\bf 1} - {\bf Termination}~{\bf for}~{\bf non-payment}~{\bf of}~{\bf rent}$ 

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 /	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 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 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 Commerce 1300 30 40 54.
Park operator / managing real estate agent details	Name
	Suburb State DDD Postcode DDDD
Tenant/s details	Name
	Suburb
Residential park and site details	Park name and address
Details of rent arrears	Date rent was due:  D D M M Y Y Y Y
	Amount of rent due:
	If rent is owed for multiple periods, specify those periods below:

Schedule 9 Default notice

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

Key dates	When re	nt must be paid by:	
			D D M M Y Y Y Y
	Note 1:		ay the rent by the above date, the park al 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 day on which this notice is given to the tenant.		ove date must be at least 14 days after the
	Date of t	his notice:	
Park operator / managing real estate agent signature	_	lease print)	
		D D MM Y Y Y Y	

[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 /	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 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 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 Commerce on 1300 30 40 54.
Park operator / managing real estate agent details	Name
uctans	Suburb State DDD Postcode DDD

Default notice

Schedule 9

Termination for other breach of agreement

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_		•	,,,	•••	-

Tenant/s	Name				
details	Address				
	Addiess	••••••			
		•••••			
	Suburb		State DDD Postcode DDDD		
Residential park and site	Park nan	ne and address			
details	Site loca	tion (e.g. site number o	r other description)		
Breach details		breach of agreement:	00/00/000		
			D D M M Y Y Y Y		
	condition		description, specifying what been breached. Attach additional		
	•••••	••••••			
	How the	breach may be remedie	ed:		
Key dates	When b	reach must be remedied	l by: □□/□□/□□□□		
			D D M M Y Y Y Y		
	Note 1:		nedy the breach by the above date, the greal estate agent may give to the tenant		
	Note 2:		arks (Long-stay Tenants) Act 2006 date must be at least 14 days after the is given to the tenant.		
	Date of	this notice:			
			D D M M Y Y Y Y		

Schedule 9 Default notice

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

Park operator /	Signature	
managing real	Name (please print)	
estate agent signature	Date signed:	
Signature		D D M M Y Y Y Y

[Division 2 amended-in: Gazette 5 Jul 2011 p. 2820.]

#### 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 $\boldsymbol{-}$		
	• 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 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 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 Commerce on 1300 30 40 54.		
Park operator / managing real estate agent	Name		
details	Suburb		
Tenant/s details	Name		
	Suburb State DDD Postcode DDD		

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08] Published on www.legislation.wa.gov.au

Schedule 10 Notice of termination

**Division 1** Termination by park operator

Residential park and site details  Breach details	Park name and address		
	Amount	of rent due:	D D MM Y Y Y Y
			owed for multiple periods.)
Key dates		default notice:	
	Note 1:	previously been given to the	ay be issued if a default notice has tenant requiring payment of nt is not paid in full on or before the notice.
	Vacant j	possession required by:	
	Note 2:	The tenant will still be liable fees after vacant possession	for any outstanding rent, charges and n is given.
	Note 3:	section 39(4)(b), the above of	(Long-stay Tenants) Act 2006 date must be at least 7 days after the notice as the day by which the rent was
	Note 4:	section 39(4)(c), if the park of State Administrative Tribuna relation to this notice, the ap	(Long-stay Tenants) Act 2006 perator makes an application to the il under section 66 of that Act in plication may be heard and s paid in full before the time set down
	Date of	this notice:	
			D D M M Y Y Y Y
Park operator / managing real	Signature		
estate agent	Name (please print)		
signature	Date sig	gned:	

Notice of termination Schedule 10
Termination by park operator Division 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 /	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 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 on 1300 30 40 54.
Park operator / managing real estate agent details	Name
details	Suburb State DDD Postcode DDDD
Tenant/s details	Name Address
	Suburb
Residential park and site	Park name and address
details	Site location (e.g. site number or other description)

Compare 31 Jul 2011 [00-c0-03] / 18 Nov 2013 [00-d0-08] Published on www.legislation.wa.gov.au

Schedule 10 Notice of termination

**Division 1** Termination by park operator

Breach details	Date rent	t was due:	00/00/0000 D D MM Y Y Y Y
	Amount o	of rent due:	
	(Attach ac	dditional pages if rent is	owed for multiple periods.)
		The second secon	
Key dates	Vacant po	ossession required by:	$\Box\Box/\Box\Box/\Box\Box\Box\Box$ D D MM Y Y Y Y
	Note 1:	The tenant will still be liable fees after vacant possessio	for any outstanding rent, charges and
	Note 2:		s (Long-stay Tenants) Act 2006 date must be at least 7 days after the given to the tenant.
	Note 3:	section 39(5)(b), if the park State Administrative Tribun- relation to this notice, the pa application if the rent and the	s (Long-stay Tenants) Act 2006 operator makes an application to the al under section 66 of that Act in ark operator must withdraw the le amount of the filing fee for the full more than 24 hours before the time plication.
	Data of th	his notice:	
	Date of th	ins nouce.	
Park operator / managing real estate agent signature		ease print)	
Subdivision 3	3 — Term	nination for other b	oreach of agreement
Purpose of this notice	has breach of rent) ANI	ed a term of a long-stay agre	agent may issue this notice if a tenant eement (except a term for the payment ing real estate agent has given a that breach.
	This notice last day of -		on of the agreed premises before the
	the term	of a fixed term tenancy; or	
	a period	of a periodic tenancy,	
	as the case	e may be.	
Note to park operator /	Please com		ch extra pages if needed. All ///YYYY.
managing real estate agent	completed i		ends that you make a copy of the tenant and make every effort to ensure eived by the tenant.

Notice of termination Schedule 10
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 on 1300 30 40 54.
Park operator / managing real estate agent details	Name
Tenant/s details	Name Address
	Suburb State DDD Postcode DDDD
Residential park and site details	Park name and address
Breach details	Date of breach of agreement:  D D M M Y Y Y Y
	Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)

Schedule 10 Notice of termination

**Division 1** Termination by park operator

Key dates	Date of	default notice:	
. <b>J</b>			D D M M Y Y Y Y
	Note 1:	previously been given to the	ay be issued if a default notice has tenant stating the nature of the not been remedied on or before the notice.
	Vacant	possession required by:	
			D D M M Y Y Y Y
	Note 2:	The tenant will still be liable fees after vacant possession	for any outstanding rent, charges and n is given.
	Note 3:		(Long-stay Tenants) Act 2006 e must be at least 7 days after the day to the tenant.
	Date of	this notice:	
			D D M M Y Y Y Y
Park operator / managing real			
estate agent	Date sig	•	
signature	Date signed.		D D MM Y Y Y Y
Subdi	vision 4	— Termination for	sale of park
Purpose of this notice	operator h	nas entered into a contract for t	gent may issue this notice if the park the sale of park premises and is nt possession of the agreed premises.
	This notic last day o		on of the agreed premises before the
	•_the terr	m of a fixed term tenancy; or	
	a perio	d of a periodic tenancy,	
		se may be. The tenant will be as a result of the termination of	entitled to compensation for loss the agreement.

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

The Department of 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.

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

If you need help please contact a community legal centre or the Department of

Commerce on 1300 30 40 54.

Note to park operator /

managing real estate agent

Note to tenant

Notice of termination Schedule 10
Termination by park operator Division 1

Park operator / managing real estate agent details	Address	State □□□ Postcode □□□□
Tenant/s details	Address	State DDD Postcode DDDD
Residential park and site details	Park name and address	
Intention to terminate agreement	Tenants) Act 2006 s. 41.  Note: It is an offence for a park termination that falsely cla	the contract to give vacant ess.  Intends to terminate the long-stay the Residential Parks (Long-stay)  operator to knowingly give a notice of laims or falsely implies that grounds exist nent under the Residential Parks
Key dates	Vacant possession required by:  Note: Under the Residential Pasection 41(3), the above of the form and on which the notation and the second se	DD MM YYYY  rks (Long-stay Tenants) Act 2006 date must be— e agreement — at least 60 days after the otice is given; and ement — at least 180 days after the day
Park operator / managing real estate agent signature	Signature  Name (please print)  Date signed:	

Schedule 10 Notice of termination

**Division 1** Termination 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.
nonce	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 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 Commerce on 1300 30 40 54.
Park operator /	Name
managing real	Address
estate agent details	
	Suburb State DDD Postcode DDDD
Tenant/s	Name
details	Address
	Suburb State DDD Postcode DDDD
Residential	Park name and address
park and site	
details	Site location (e.g. site number or other description)
Intention to	The park operator intends to terminate the long-stay agreement
terminate agreement	with the tenant under the <i>Residential Parks (Long-stay Tenants)</i> Act 2006 s. 42.
Key dates	Vacant possession required by: $\Box\Box/\Box\Box/\Box\Box\Box$
	Note 1: Under the Residential Parks (Long-stay Tenants) Act 2006
	section 42(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>
	<ul><li>(b) for a site-only agreement — at least 180 days after the day on which the notice is given; and</li></ul>
	(c) in any case, if the agreement is for a fixed term, not before

Notice of termination Termination by tenant Schedule 10 Division 2

	the end o	of the fixed term.	
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 42(5), unless the State Administrative Tribunal otherwise orders under section 74 of that Act, this notice is of no effect if —		
	<ul> <li>(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</li> </ul>		
	<ul><li>(b) an order under section 63(3) of that Act is in force in respect of the agreed premises.</li></ul>		
	Date of this notice:	00/00/0000	
		D D M M Y Y Y Y	
Park operator / managing real estate agent			
signature	Date signed:		
Signature C		D D M M Y Y Y Y	

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

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

	vision 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 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.
	If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.
Tenant/s details	Name
	Suburb State DDD Postcode DDDD
Park operator / managing real estate agent details	Name
Residential park and site	Park name and address

Schedule 10 Notice of termination

**Division 3** Termination by park operator or tenant — agreement

frustrated

details	Site location (e.g. site number or other description)		
Intention to terminate agreement	The tenant intends to terminate the park operator under the <i>Residentic Act 2006</i> section 44.	e ; e	
Key dates	Vacant possession required by:		
		$D \; D \; M \; M \; \; Y \; Y \; Y \; Y$	
	Note: Under the Residential Parks section 44(3), the above da	s (Long-stay Tenants) Act 2006 te must be —	
	(a) at least 21 days after to the park operator;	the day on which this notice is given and	
	(b) if the long-stay agree the end of the fixed to	ement is for a fixed term — not before erm.	
	Date of this notice:		
		D D M M Y Y Y Y	
Tenant	Signature		
signature	Name (please print)		
	Date signed:		
	Date signed.	D D MM 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.
issuing notice	The Department of Commerce recommends that you 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 Commerce 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.

Notice of termination

Schedule 10

Termination by park operator or tenant — agreement frustrated

Division 3

	If you need help please contact a community legal centre or the Department of Commerce 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 Parks</i> ( <i>Long-stay Tenants</i> ) <i>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; orbeen compulsorily acquired by an authority under a written law.  (Please tick.)
Person issuing notice	Name
Person receiving notice	Name
Residential park and site details	Park name and address
Key dates	Vacant possession required by:  D D M M Y Y Y Y  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, the above date must be at least 2 days after the day on which the notice is given.  Date of this notice:

Schedule 10 Notice of termination

**Division 3** Termination by park operator or tenant — agreement

frustrated

Signature of person issuing notice	Signature  Name (please print)  Date signed:	
		D D M M Y Y Y Y

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

# Schedule 11 — Notice to former tenant about abandoned goods

	[r. 14		
Park operator /	Name		
managing real	Address		
estate agent details			
details	Suburb State DDD Postcode		
Former	Name		
tenant/s details	Address		
	Address		
	Suburb		
- · · · ·			
Details of terminated	The long-stay agreement between the park operator and former tenant in relation to the following premises:		
agreement	Park name and address		
	1 ark name and address		
	Site location (e.g. site number or other description)		
	was terminated on		
Goods left on	The tenant left the following goods on the above premises:		
premises			
Date goods	These goods were put into storage by the park operator under the		
stored	Residential Parks (Long-stay Tenants) Act 2006 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		
	<ul><li>(b) publish a summary of this notice in a newspaper circulating generally throughout Western Australia.</li></ul>		
	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 —		
	(a) the goods are perishable foodstuffs; or		
	(b) the cost of the removal, storage and sale of the goods is or		

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Reclaiming the goods	Under the <i>Residential Parks</i> ( <i>Long-stay Tenants</i> ) Act 2006 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	Goods required to be reclaimed by: □□/□□/□□□□		
must be	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	If the goods are not reclaimed by the date specified above —		
not reclaimed	(a) under the <i>Residential Parks (Long-stay Tenants)</i> Act 2006 section 48(5), the park operator must as soon as practicable arrange for the goods to be sold at public auction; and		
	<ul> <li>(b) under the Residential Parks (Long-stay Tenants)</li> <li>Act 2006 section 52, the park operator is entitled to retain out of the proceeds of the sale an amount equal to the sum of —</li> </ul>		
	<ul><li>(i) the reasonable costs of removing, storing and selling the goods; and</li></ul>		
	<ul><li>(ii) any amount owed to the park operator by the long-stay tenant under the long stay agreement.</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	Signature		
	Name (please print)		
estate agent	Date signed: □□/□□/□□□□		
signature	D D MM Y Y Y Y		

#### **Notes**

This is a compilation of the *Residential Parks (Long-stay Tenants)*Regulations 2007 and includes the amendments made by the other written laws referred to in the following table.

#### **Compilation table**

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)
Residential Parks (Long-stay Tenants) Amendment Regulations 2011	5 Jul 2011 p. 2813–222	r. 1 and 2: 5 Jul 2011 (see r. 2(a)); Regulations other than r. 1 and 2: 31 Jul 2011 (see r. 2(b))
Residential Parks (Long-stay Tenants) Amendment Regulations 2013	14 Nov 2013 p. 5063-4	r. 1 and 2: 14 Nov 2013 (see r. 2(a)); Regulations other than r. 1 and 2: 18 Nov 2013 (see r. 2(b) and Gazette 14 Nov 2013 p. 5027)