



Western Australia

Residential Parks (Long-stay Tenants) Regulations 2007

Compare between:

[18 Nov 2013, 00-d0-08] and [15 Apr 2019, 00-e0-00]

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(1)(d) and (2) of ~~the~~ Act)

- (1) A notice of termination of a kind referred to in ~~this regulation~~ subregulations (2) to (4) —
 - (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(1)(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;

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- (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.

(5) For the purposes of section 38(2) of the Act, the prescribed form of a notice under section 45A(1) of the Act is set out in Schedule 10 Division 4.

[Regulation 13 amended: Gazette 9 Apr 2019 p. 1052.]

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

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

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

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

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: Gazette 5 Jul 2011 p. 2813.]

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

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

- (a) the renovation, alteration or addition of any of the following —
 - (i) security alarms and cameras;
 - (ii) locks, screens and shutters on windows;
 - (iii) security screens on doors;
 - (iv) exterior lights;
 - (v) locks on gates;

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(b) the pruning of shrubs and trees to improve visibility
around the agreed premises.

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

Schedule 1 — Periodic on-site home agreement

[r. 4]

Division 1 — Preliminary

Introduction	<p>(1) This agreement is for the rental of —</p> <p>(a) the site stated in clause 4; and</p> <p>(b) a relocatable home provided on the site by the park operator.</p> <p>(2) This agreement is for a periodic tenancy commencing on the day specified in clause 5.</p> <p>Note: A periodic tenancy is one where there is no fixed term.</p>
Notes to tenants	<p>This agreement is in 10 Divisions:</p> <p>Division 1 — Preliminary</p> <p>Division 2 — Rent, fees and charges</p> <p>Division 3 — Table of fees and charges for services and utilities</p> <p>Division 4 — General terms</p> <p>Division 5 — Special terms</p> <p>Division 6 — Condition report</p> <p>Division 7 — Park rules</p> <p>Division 8 — Information sheet</p> <p>Division 9 — Acceptance</p> <p>Division 10 — Tenant's checklist</p> <p>Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.</p> <p>If you need general information about renting at a residential park —</p> <ul style="list-style-type: none">• call the Consumer Protection Contact Centre: 1300 30 40 54• visit the Department of Commerce's website: www.commerce.wa.gov.au <p>WARNING</p> <p>This is a long-stay agreement with no fixed term.</p> <p>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.</p>
Clause 1 — Terms used in this agreement	<p>In this agreement, unless the contrary intention appears —</p> <p>“Act” means the <i>Residential Parks (Long-stay Tenants) Act 2006</i>;</p> <p>“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;</p> <p>“Division” means a Division of this agreement;</p> <p>“on-site home” means the relocatable home provided on the site by the park operator under this agreement;</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 1 Periodic on-site home agreement

Division 1 Preliminary

	<p>“park operator” means the party referred to in clause 2;</p> <p>“regulations” means the <i>Residential Parks (Long-stay Tenants) Regulations 2007</i>;</p> <p>“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;</p> <p>“residential park” or “park” means the residential park referred to in clause 4;</p> <p>“shared premises”, in relation to the residential park, means —</p> <ul style="list-style-type: none">(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(b) any fixtures, fittings or chattels in or on the common areas or structures; <p>“site” means the site referred to in clause 4;</p> <p>“tenant” means the party referred to in clause 3.</p>
<p>Clause 2 — Park operator / managing real estate agent details</p>	<p>Park operator’s details (not required if managing real estate agent’s details are provided below)</p> <p>First name Last name</p> <p>Business address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p> <p>Managing real estate agent’s details (if applicable)</p> <p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Periodic on-site home agreement

Schedule 1

Rent, fees and charges

Division 2

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

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

Division 2 — Rent, fees and charges

Clause 6 — Rent	(1) Rent: \$ per <input type="checkbox"/> week / <input type="checkbox"/> fortnight / <input type="checkbox"/> 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 fees or charges for services and utilities are included in the rent, if any.
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Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 1 Periodic on-site home agreement

Division 2 Rent, fees and charges

Clause 7 — Rent payment day	Rent payment day
Clause 8 — Method of rent payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> EFTPOS <input type="checkbox"/> Credit card <input type="checkbox"/> Direct deposit into specified financial institution <input type="checkbox"/> Deduction from pension <input type="checkbox"/> 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 than 2 weeks’ rent.
Clause 11 — Rent variation	(1) Rent increases allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No 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: (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 rent basis). Note 2: Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the <i>Land Valuers Licensing Act 1978</i> .

Residential Parks (Long-stay Tenants) Regulations 2007

Periodic on-site home agreement

Schedule 1

Rent, fees and charges

Division 2

	<p>(3) When the rent may be varied:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>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.</p>
<p>Clause 12 — No accelerated rent and liquidated damages</p>	<p>(1) The tenant is not required to pay —</p> <ul style="list-style-type: none">(a) any rent remaining payable under this agreement; or(b) rent of an increased amount; or(c) an amount by way of penalty; or(d) an amount by way of liquidated damages, <p>for any breach of this agreement, the Act or any other written law.</p> <p>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.</p> <p>(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.</p> <p>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 —</p> <ul style="list-style-type: none">(a) this agreement would be taken to be varied from the commencement of the tenancy; and(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.
<p>Clause 13 — Security bonds</p>	<p>4 weeks' rent</p> <p>Security devices (not more than \$100)</p> <p>Fumigation (cats or dogs) (not more than \$100)</p> <p>Total</p> <p>Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 1 Periodic on-site home agreement

Division 2 Rent, fees and charges

**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 night / week / fortnight / 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 there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.

(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.

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

Note 2: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

(4) State any other provisions applicable in relation to the application or calculation of a charge under this clause.

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

Note 3: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

Exclude this clause: Yes No

Clause 15 — Fees and charges for services / 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) —
 - (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? Yes 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 —

- (a) setting out the modification or restriction in the space provided below the subclause; or
- (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 payable by park operator

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 —

- (a) the *Land Tax Act 2002*;
- (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 Services Act 2012*, except a charge for water consumed.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No

If yes, outline the modification or restriction below:

.....

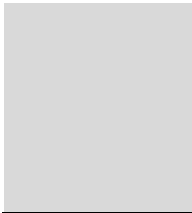
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Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 1 Periodic on-site home agreement

Division 3 Table of fees and charges for services and utilities



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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: 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

Clause 17 — Children	Children allowed to live on the agreed premises: <input type="checkbox"/> Yes <input type="checkbox"/> 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 <i>Caravan Parks and Camping Grounds Act 1995</i> — 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: <input type="checkbox"/> Yes <input type="checkbox"/> 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. (3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.

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Schedule 1 Periodic on-site home agreement

Division 4 General terms

Clause 20 — Vacant possession	<p>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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(a) setting out the modification or restriction in the space provided below the clause; or(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 21 — No legal impediment to occupation of tenanted premises	<p>(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.</p> <p>(2) In this clause —</p> <p>"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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 — Responsibility for cleanliness	<p>The tenant must keep the site and both the interior and the exterior of the on-site home in a reasonable state of cleanliness.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(a) setting out the modification or restriction in the space provided below the clause; or(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 23 — Responsibility for damage	<ul style="list-style-type: none">(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 —<ul style="list-style-type: none">(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. <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 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 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

	<p>do such work, if a written law requires the person to hold the licence; and</p> <p>(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.</p> <p>(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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.</p>
<p>Clause 26 — Tenant's conduct on premises</p>	<p>The tenant —</p> <p>(a) must not cause or permit a nuisance anywhere in the residential park; and</p> <p>(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.</p>
	<p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space provided below the clause; or</p> <p>(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction</p>

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	in Division 5.
Clause 27 — Quiet enjoyment	<p>(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.</p> <p>(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.</p> <p>(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.</p>
Clause 28 — Locks	<p>(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.</p> <p>(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.</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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 —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

**Clause 29 —
Park
operator's
right of entry**

- (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
 - (b) on a day and at a reasonable time specified in a written notice given to the tenant at least 7 and not more than 14 days in advance, for the purpose of inspecting the premises or for any other purpose; or
 - (c) at any reasonable time for the purpose of collecting the rent under this agreement, where under this agreement the rent is payable not more frequently than once each week and is to be collected at the premises; or
 - (d) for the purpose of inspecting the agreed premises, on the occasion of a rent collection referred to in paragraph (c), but not more frequently than once every 4 weeks; or
 - (e) for the purpose of carrying out or inspecting necessary repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours' notice; or
 - (f) at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or

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- (g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? 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.

**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
- (2) 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.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No

	<p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 31 — Provision for assigning or sub-letting the premises</p>	<ul style="list-style-type: none">(1) The tenant may assign his or her interest under this agreement or sub-let the agreed premises: <input type="checkbox"/> Yes <input type="checkbox"/> No(2) If yes —<ul style="list-style-type: none">(a) the written consent of the park operator is required: <input type="checkbox"/> Yes <input type="checkbox"/> No(b) the following additional conditions apply:<p>.....</p><p>.....</p><p>.....</p>(3) If the answer to subclause (2)(a) is yes —<ul style="list-style-type: none">(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. <p>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.</p>
<p>Clause 32 — Tenant's vicarious responsibility for breach of agreement</p>	<ul style="list-style-type: none">(1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted by the tenant.(2) Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant. <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p>

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Division 4 General terms

	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 33 — Repositioning of on-site home	<p>(1) The park operator reserves the right to reposition the on-site home to a comparable site in the park if necessary: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the on-site home.</p>
Clause 34 — Notice of termination	<p>The period of notice for the termination of this agreement is:</p> <p>.....</p> <p>Note 1: If notice of termination is given —</p> <ul style="list-style-type: none">(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, <p>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.</p> <p>Note 2: Section 33(3) of the Act provides that in any other case, this agreement ends when —</p> <ul style="list-style-type: none">(a) the State Administrative Tribunal terminates this agreement under Part 5; or(b) a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or(c) a mortgagee of the agreed premises takes possession of the premises under the mortgage; or(d) the tenant abandons the agreed premises; or(e) the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or(f) the rights under this agreement of the park operator or the tenant are ended by merger. <p>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 60 days after the day on which the notice is given.</p> <p>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.</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 1 Periodic on-site home agreement

Division 6 Condition report

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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)(a) and (2) and Schedule 5 clauses 1, 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)(a) and Schedule 6 of the regulations.

Division 9 — Acceptance

Park operator / managing real estate agent signature/s	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.
	Park operator / manager Signatory (print name) Signature
	Date Signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
	Witness* Signatory (print name) Signature
	Date Signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
	* Please note the witness cannot be the park operator or tenant.
Tenant signature/s	Tenant (1) Signatory (print name)

	Signature	
	Date Signed: □□/□□/□□□□ DD MM Y Y Y Y	
	Tenant (2)	
	Signatory (print name)	
	Signature	
	Date Signed: □□/□□/□□□□ DD MM Y Y Y 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.	

Division 10 — Tenant's checklist

	<input type="checkbox"/> I have received a copy of, and read, this agreement.
	<input type="checkbox"/> I have noted the clauses of this agreement that have been excluded, modified or restricted.
	<input type="checkbox"/> 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.
	<input type="checkbox"/> I have sought, or decided not to seek, independent legal advice.
	<input type="checkbox"/> 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

Introduction	<p>(1) This agreement is for the rental of —</p> <p>(a) the site stated in clause 4; and</p> <p>(b) a relocatable home provided on the site by the park operator.</p> <p>(2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.</p>
Notes to tenants	<p>This agreement is in 10 Divisions:</p> <p>Division 1 — Preliminary</p> <p>Division 2 — Rent, fees and charges</p> <p>Division 3 — Table of fees and charges for services and utilities</p> <p>Division 4 — General terms</p> <p>Division 5 — Special terms</p> <p>Division 6 — Condition report</p> <p>Division 7 — Park rules</p> <p>Division 8 — Information sheet</p> <p>Division 9 — Acceptance</p> <p>Division 10 — Tenant's checklist</p> <p>Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.</p> <p>If you need general information about renting at a residential park —</p> <ul style="list-style-type: none">• call the Consumer Protection Contact Centre: 1300 30 40 54• visit the Department of Commerce's website: www.commerce.wa.gov.au <p>WARNING</p> <p>This is a long-stay agreement for a fixed term.</p> <p>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.</p>
Clause 1 — Terms used in this agreement	<p>In this agreement, unless the contrary intention appears —</p> <p>“Act” means the <i>Residential Parks (Long-stay Tenants) Act 2006</i>;</p> <p>“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;</p> <p>“Division” means a Division of this agreement;</p> <p>“on-site home” means the relocatable home provided on the site by the park operator under this agreement;</p> <p>“park operator” means the party referred to in clause 2;</p>

	<p>“regulations” means the <i>Residential Parks (Long-stay Tenants) Regulations 2007</i>;</p> <p>“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;</p> <p>“residential park” or “park” means the residential park referred to in clause 4;</p> <p>“shared premises”, in relation to the residential park, means —</p> <p>(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</p> <p>(b) any fixtures, fittings or chattels in or on the common areas or structures;</p> <p>“site” means the site referred to in clause 4;</p> <p>“tenant” means the party referred to in clause 3.</p>
<p>Clause 2 — Park operator / managing real estate agent details</p>	<p>Park operator’s details (not required if managing real estate agent’s details are provided below)</p> <p>First name Last name</p> <p>Business address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p> <p>Managing real estate agent’s details (if applicable)</p> <p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p>
<p>Clause 3 — Tenant/s details</p>	<p>Tenant/s name/s</p> <p>Current address</p> <p>.....</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p> <p>Place of occupation</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p>

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Schedule 2 Fixed term on-site home agreement

Division 2 Rent, fees and charges

	Email address
Clause 4 — Residential park and site details	(1) Park name and address
	(2) Site location (e.g. site number or other description)
	(3) Area of site (e.g. Zm2 or X metres by Y metres)
Clause 4A — Number of residents allowed	(1) Maximum number of persons who may use the on-site home as their principal place of residence
	(2) Maximum number of additional persons who may reside on a temporary basis in the on-site home
	(3) Total number of persons who may reside in the on-site home at any one time (add the number of persons allowed under subclauses (1) and (2))
Clause 5 — Fixed term of agreement	Commencement date: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y
	Termination date: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y

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

Division 2 — Rent, fees and charges

Clause 6 — Rent	(1) Rent: \$ per <input type="checkbox"/> week / <input type="checkbox"/> fortnight / <input type="checkbox"/> 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 fees or charges for services and utilities are included in the rent, if any.
Clause 7 — Rent payment day	Rent payment day
Clause 8 — Method of rent payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque
	<input type="checkbox"/> EFTPOS <input type="checkbox"/> Credit card
	<input type="checkbox"/> Direct deposit into specified financial institution <input type="checkbox"/> Deduction from pension

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Fixed term on-site home agreement

Schedule 2

Rent, fees and charges

Division 2

	<input type="checkbox"/> 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 than 2 weeks’ rent.
Clause 11 — Rent variation	(1) Rent increases allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No (2) How 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 Australian Bureau of Statistics Act 1975 of the Commonwealth); or (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 <i>Land Valuers Licensing Act 1978</i> . (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 — No accelerated rent and liquidated	(1) The tenant is not required to pay — (a) any rent remaining payable under this agreement; or (b) rent of an increased amount; or (c) an amount by way of penalty; or

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Schedule 2 Fixed term on-site home agreement

Division 2 Rent, fees and charges

damages	<p>(d) an amount by way of liquidated damages, for any breach of this agreement, the Act or any other written law.</p> <p>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.</p> <p>(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.</p> <p>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 —</p> <p>(a) this agreement would be taken to be varied from the commencement of the tenancy; and</p> <p>(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.</p>
Clause 13 — Security bonds	<p>4 weeks' rent</p> <p>Security devices (not more than \$100)</p> <p>Fumigation (cats or dogs) (not more than \$100)</p> <p>Total</p> <p>Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).</p>
Clause 14 — Charges for additional residents	<p>(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):</p> <p>\$ per <input type="checkbox"/> night / <input type="checkbox"/> week / <input type="checkbox"/> fortnight / <input type="checkbox"/> month (Please tick applicable period)</p> <p>(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.</p> <p>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.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note 1: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.</p> <p>(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be</p>

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 by crossing out the entire clause.

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) —

- (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? 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 —

- (a) setting out the modification or restriction in the space provided below the subclause; or
- (b) if there is insufficient space below the subclause, writing

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Schedule 2 Fixed term on-site home agreement

Division 3 Table of fees and charges for services and utilities

Clause 16 — Rates, taxes and charges payable by park operator	<p style="text-align: center;">"Refer to Division 5" and setting out the modification or restriction in Division 5.</p> <hr/> <p>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 —</p> <ul style="list-style-type: none"> (a) the <i>Land Tax Act 2002</i>; (b) the <i>Local Government Act 1995</i>; (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the <i>Water Services Act 2012</i>, except a charge for water consumed. <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none"> (a) setting out the modification or restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
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[Division 2 amended: Gazette 5 Jul 2011 p. 2815-16; 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	<p>Children allowed to live on the agreed premises: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 —</p> <p>(a) where the residential park is operated under a licence under the <i>Caravan Parks and Camping Grounds Act 1995</i> — the licence permits the park operator to include such a term in this agreement; or</p> <p>(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.</p>
Clause 18 — Keeping of pets	<p>Pets allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Type and number of pets allowed:</p> <p>.....</p> <p>.....</p> <p>Note: The keeping of pets is subject to any local government laws for the relevant district.</p>
Clause 19 — Shared premises	<p>(1) Specify any premises the tenant will share with other tenants at the park.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(2) Specify any restrictions on the access to those premises.</p>

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Schedule 2 Fixed term on-site home agreement

Division 4 General terms

	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(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.</p>
<p>Clause 20 — Vacant possession</p>	<p>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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 21 — No legal impediment to occupation of tenanted premises</p>	<p>(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.</p> <p>(2) In this clause —</p> <p>"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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

	<p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 22 — Responsibility for cleanliness</p>	<p>The tenant must keep the site and both the interior and the exterior of the on-site home in a reasonable state of cleanliness.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 23 — Responsibility for damage</p>	<ul style="list-style-type: none">(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 —<ul style="list-style-type: none">(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. <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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	<p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 24 — Park operator's responsibility for cleanliness and repairs</p>	<p>(1) The park operator must —</p> <ul style="list-style-type: none">(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. <p>(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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 25 — Compensation where tenant sees to repairs</p>	<p>(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 —</p> <ul style="list-style-type: none">(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 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? 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.

**Clause 26 —
Tenant's
conduct on
premises**

The tenant —

(a) must not cause or permit a nuisance anywhere in the residential park; and

(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No

If yes, outline the modification or restriction below:

.....

.....

.....

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	<p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 27 — Quiet enjoyment	<ul style="list-style-type: none">(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	<ul style="list-style-type: none">(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. <p>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.</p> <ul style="list-style-type: none">(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. <p>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.</p> <p>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</p>

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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.

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.

**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
- (2) 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

	<p>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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 31— Provision for assigning or sub-letting the premises</p>	<p>(1) The tenant may assign his or her interest under this agreement or sub-let the agreed premises: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) If yes —</p> <ul style="list-style-type: none">(a) the written consent of the park operator is required: <input type="checkbox"/> Yes <input type="checkbox"/> No(b) the following additional conditions apply: <p>.....</p> <p>.....</p> <p>.....</p> <p>(3) If the answer to subclause (2)(a) is yes —</p> <ul style="list-style-type: none">(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. <p>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.</p>
<p>Clause 32 — Tenant's vicarious responsibility for breach of agreement</p>	<p>(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.</p> <p>(2) Subclause (1) does not extend to a person who is lawfully on</p>

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	<p>the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 33 — Repositioning of on-site home</p>	<p>(1) The park operator reserves the right to reposition the on-site home to a comparable site in the park if necessary. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the on-site home.</p>
<p>Clause 34 — Notice of termination</p>	<p>The period of notice for the termination of this agreement is:</p> <p>.....</p> <p>Note 1: If notice of termination is given —</p> <ul style="list-style-type: none">(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, <p>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.</p> <p>Note 2: Under section 33(2) of the Act, this agreement is terminated when both of the following events have occurred —</p> <ul style="list-style-type: none">(a) the fixed term has ended;(b) the tenant has given vacant possession of the agreed premises to the park operator. <p>Note 3: Section 33(3) of the Act provides that in any other case, this agreement ends when —</p> <ul style="list-style-type: none">(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

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Special terms **Division 5**

	<p>(d) the tenant abandons the agreed premises; or</p> <p>(e) the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or</p> <p>(f) the rights under this agreement of the park operator or the tenant are ended by merger.</p> <p>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.</p> <p>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.</p>
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: Gazette 5 Jul 2011 p. 2816.]

Division 5 — Special terms

	<p>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.</p> <p>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.</p> <p>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.</p>

Division 9 — Acceptance

Park operator / managing real estate agent signature/s	<p>By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.</p> <p>Park operator / managing real estate agent</p> <p>Signatory (print name)</p> <p>Signature</p> <p>Date Signed: □□/□□/□□□□ D D M M Y Y Y Y</p> <p>Witness*</p> <p>Signatory (print name)</p> <p>Signature</p> <p>Date Signed: □□/□□/□□□□ D D M M Y Y Y Y</p> <p>* Please note the witness cannot be the park operator or tenant.</p>
Tenant signature/s	<p>Tenant (1)</p> <p>Signatory (print name)</p> <p>Signature</p> <p>Date Signed: □□/□□/□□□□ D D M M Y Y Y Y</p> <p>Tenant (2)</p> <p>Signatory (print name)</p> <p>Signature</p> <p>Date Signed: □□/□□/□□□□ D D M M Y Y Y Y</p> <p>Witness*</p> <p>Signatory (print name)</p> <p>Signature</p> <p>Date Signed: □□/□□/□□□□ D D M M Y Y Y Y</p> <p>* Please note the witness cannot be the park operator or tenant.</p>

Division 10 — Tenant’s checklist

	<ul style="list-style-type: none"><input type="checkbox"/> I have received a copy of, and read, this agreement.<input type="checkbox"/> I have noted the clauses of this agreement that have been excluded, modified or restricted.<input type="checkbox"/> 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.<input type="checkbox"/> I have sought, or decided not to seek, independent legal advice.
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Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 2 Fixed term on-site home agreement

Division 10 Tenant's checklist

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 3 — Periodic site-only agreement

[r. 6]

Division 1 — Preliminary

Introduction	<p>(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.</p> <p>(2) This agreement is for a periodic tenancy commencing on the day specified in clause 5.</p> <p>Note: A periodic tenancy is one where there is no fixed term.</p>
Notes to tenants	<p>This agreement is in 10 Divisions:</p> <p>Division 1 — Preliminary</p> <p>Division 2 — Rent, fees and charges</p> <p>Division 3 — Table of fees and charges for services and utilities</p> <p>Division 4 — General terms</p> <p>Division 5 — Special terms</p> <p>Division 6 — Condition report</p> <p>Division 7 — Park rules</p> <p>Division 8 — Information sheet</p> <p>Division 9 — Acceptance</p> <p>Division 10 — Tenant's checklist</p> <p>Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.</p> <p>If you need general information about renting at a residential park —</p> <ul style="list-style-type: none"> • call the Consumer Protection Contact Centre: 1300 30 40 54 • visit the Department of Commerce's website: www.commerce.wa.gov.au <p>WARNING</p> <p>This is a long-stay agreement with no fixed term.</p> <p>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.</p>
Clause 1 — Terms used in this agreement	<p>In this agreement, unless the contrary intention appears —</p> <p>“Act” means the <i>Residential Parks (Long-stay Tenants) Act 2006</i>;</p> <p>“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;</p> <p>“Division” means a Division of this agreement;</p> <p>“park operator” means the party referred to in clause 2;</p> <p>“regulations” means the <i>Residential Parks (Long-stay</i></p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 1 Preliminary

	<p><i>Tenants) Regulations 2007;</i></p> <p>“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;</p> <p>“residential park” or “park” means the residential park referred to in clause 4;</p> <p>“shared premises”, in relation to the residential park, means —</p> <p>(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</p> <p>(b) any fixtures, fittings or chattels in or on the common areas or structures;</p> <p>“site” means the site referred to in clause 4;</p> <p>“tenant” means the party referred to in clause 3.</p>
<p>Clause 2 — Park operator / managing real estate agent details</p>	<p>Park operator’s details (not required if managing real estate agent’s details are provided below)</p> <p>First name Last name</p> <p>Business address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p> <p>Managing real estate agent’s details (if applicable)</p> <p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p>
<p>Clause 3 — Tenant/s details</p>	<p>Tenant/s name/s</p> <p>Current address</p> <p>.....</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p> <p>Place of occupation</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p> <p>Phone () Fax ()</p> <p>Email address</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Periodic site-only agreement

Schedule 3

Rent, fees and charges

Division 2

Clause 4 — Residential park and site details	(1) Park name and address..... (2) Site location (e.g. site number or other description) (3) Area of site (e.g. Zm ² or X metres by Y metres).....
Clause 4A — Number of residents allowed	(1) Maximum number of persons who may use a relocatable home on the site as their principal place of residence (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 — Agreement commencement date	Commencement date: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y

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

Division 2 — Rent, fees and charges

Clause 6 — Rent	(1) Rent: \$ per <input type="checkbox"/> week / <input type="checkbox"/> fortnight / <input type="checkbox"/> 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 a relocatable home on the site. Note: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.
Clause 7 — Rent payment day	Rent payment day
Clause 8 — Method of rent payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> EFTPOS <input type="checkbox"/> Credit card <input type="checkbox"/> Direct deposit into specified financial institution <input type="checkbox"/> Deduction from pension <input type="checkbox"/> Other (please specify)

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 2 Rent, fees and charges

Clause 9 — Location of rent payment	Place where rent must be paid: (e.g. at the park’s office, at the park operator’s financial institution)
Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of: Note: Section 25 of the Act states that this amount must not be more than 2 weeks’ rent.
Clause 11 — Rent variation	(1) Rent increases allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No 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. (2) How 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 Australian Bureau of Statistics Act 1975 of the Commonwealth); or (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 <i>Land Valuers Licensing Act 1978</i> . (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

Residential Parks (Long-stay Tenants) Regulations 2007

Periodic site-only agreement **Schedule 3**

Rent, fees and charges **Division 2**

	<p>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;</p> <p>(b) the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.</p>
Clause 12 — No accelerated rent and liquidated damages	<p>(1) The tenant is not required to pay —</p> <p>(a) any rent remaining payable under this agreement; or</p> <p>(b) rent of an increased amount; or</p> <p>(c) an amount by way of penalty; or</p> <p>(d) an amount by way of liquidated damages,</p> <p>for any breach of this agreement, the Act or any other written law.</p> <p>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.</p> <p>(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.</p> <p>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 —</p> <p>(a) this agreement would be taken to be varied from the commencement of the tenancy; and</p> <p>(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.</p>
Clause 13 — Security bonds	<p>4 weeks' rent</p> <p>Security devices (not more than \$100)</p> <p>Fumigation (cats or dogs) (not more than \$100)</p> <p>Total</p> <p>Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 2 Rent, fees and charges

**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 a relocatable home on the site as their principal place of residence, specified in clause 4A(1):
\$ per night / week / fortnight / 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 there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.

(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.

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

Note 2: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

(4) State any other provisions applicable in relation to the application or calculation of a charge under this clause.

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

Note 3: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

Exclude this clause: Yes No

Note 4: This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

Clause 15 — Fees and charges for 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) —
 - (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? 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 —

- (a) setting out the modification or restriction in the space provided below the subclause; or
- (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 payable by park operator

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 —

- (a) the *Land Tax Act 2002*;
- (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 Services Act 2012*, except a charge for water consumed.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No

If yes, outline the modification or restriction below:

.....

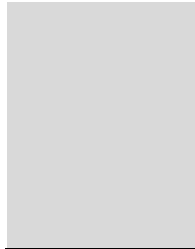
.....

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Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 3 Table of fees and charges for services and utilities



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.....

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: 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

Clause 17 — Children	Children allowed to live on the agreed premises: <input type="checkbox"/> Yes <input type="checkbox"/> 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 <i>Caravan Parks and Camping Grounds Act 1995</i> — 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: <input type="checkbox"/> Yes <input type="checkbox"/> 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. (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: <input type="checkbox"/> Yes <input type="checkbox"/> No If this clause is not excluded, are there any modifications or

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 4 General terms

	<p>restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 21 — No legal impediment to occupation of tenanted premises</p>	<p>(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.</p> <p>(2) In this clause —</p> <p>"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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 22 — Responsibility for cleanliness</p>	<p>The tenant must keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness.</p>

	<p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 23 — Responsibility for damage</p>	<ul style="list-style-type: none">(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 —<ul style="list-style-type: none">(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. <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 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:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

**Clause 25 —
Compensation
where tenant
sees to repairs**

- (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

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? Yes No

If yes, outline the modification or restriction below:

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.....

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 26 —
Tenant's
conduct on
premises**

The tenant —

- (a) must not cause or permit a nuisance anywhere in the residential park; and
- (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No

If yes, outline the modification or restriction below:

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.....

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 4 General terms

	<p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 27 — Quiet enjoyment	<ul style="list-style-type: none">(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	<ul style="list-style-type: none">(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. <p>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.</p> <ul style="list-style-type: none">(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. <p>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.</p> <p>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.</p>



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 —
(a) setting out the modification or restriction in the space provided below the clause; or
(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

**Clause 29 —
Park
operator's
right of entry**

- (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
 - (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

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 4 General terms

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.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No

If yes, outline the modification or restriction below:

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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 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
- (2) If yes —
 - (a) the written consent of the park operator is required:
 Yes No
 - (b) the following additional conditions apply:
.....
.....
.....
- (3) The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: Yes No
- (4) If yes —
 - (a) the written consent of the park operator is required:
 Yes No
 - (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? Yes No

If yes, outline the modification or restriction below:

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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 31 —
Selling
relocatable
home**

- (1) Tenant permitted to sell a relocatable home owned by the tenant on the site: Yes No
- (2) If yes, state any restrictions which apply in relation to the size and placement of any “for sale” sign on the relocatable home or elsewhere in the park.

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- (3) State any other restrictions which affect the sale of the relocatable home.

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	<p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(a) setting out the modification or restriction in the space provided below the clause; or(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 34 — Repositioning of relocatable home	<ul style="list-style-type: none">(1) The park operator reserves the right to reposition the tenant's relocatable home to a comparable site in the park if necessary: <input type="checkbox"/> Yes <input type="checkbox"/> No(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the relocatable home.
Clause 35 — Notice of termination	<p>The period of notice for the termination of this agreement is:</p> <p>.....</p> <p>Note 1: If notice of termination is given —</p> <ul style="list-style-type: none">(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, <p>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.</p> <p>Note 2: Section 33(3) of the Act provides that in any other case, this agreement ends when —</p> <ul style="list-style-type: none">(a) the State Administrative Tribunal terminates this agreement under Part 5; or(b) a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or(c) a mortgagee of the agreed premises takes possession of the premises under the mortgage; or(d) the tenant abandons the agreed premises; or(e) the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or(f) the rights under this agreement of the park operator or the tenant are ended by merger. <p>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.</p> <p>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.</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 5 Special terms

**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: Gazette 5 Jul 2011 p. 2817.]

Division 5 — Special terms

Note 1: If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.

Note 2: If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.

Note 3: Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

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Division 6 — Condition report

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

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 3 Periodic site-only agreement

Division 10 Tenant's checklist

	<p>* Please note the witness cannot be the park operator or tenant.</p>
Tenant signature/s	Tenant (1)
	Signatory (print name)
	Signature
	Date Signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
	Tenant (2)
	Signatory (print name)
	Signature
	Date Signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
	Witness*
	Signatory (print name)
Signature	
Date Signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y	
	<p>* Please note the witness cannot be the park operator or tenant.</p>
Cooling off period	<p>Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —</p> <p> (a) at any time within 5 working days after this agreement commencement date specified in clause 5; or</p> <p> (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.</p> <p>Note 2: Under section 18(2) of the Act, the tenant cannot rescind this agreement after taking up occupation of the agreed premises.</p>

Division 10 — Tenant's checklist

	<p><input type="checkbox"/> I have received a copy of, and read, this agreement.</p> <p><input type="checkbox"/> I have noted the clauses of this agreement that have been excluded, modified or restricted.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> I have sought, or decided not to seek, independent legal advice.</p> <p><input type="checkbox"/> I have signed 2 copies of Division 9.</p> <p>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.</p>
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Residential Parks (Long-stay Tenants) Regulations 2007

Periodic site-only agreement **Schedule 3**

Tenant's checklist **Division 10**

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Schedule 4 — Fixed term site-only agreement

[r. 7]

Division 1 — Preliminary

Introduction	<p>(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.</p> <p>(2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.</p>
Notes to tenants	<p>This agreement is in 10 Divisions:</p> <p>Division 1 — Preliminary</p> <p>Division 2 — Rent, fees and charges</p> <p>Division 3 — Table of fees and charges for services and utilities</p> <p>Division 4 — General terms</p> <p>Division 5 — Special terms</p> <p>Division 6 — Condition report</p> <p>Division 7 — Park rules</p> <p>Division 8 — Information sheet</p> <p>Division 9 — Acceptance</p> <p>Division 10 — Tenant's checklist</p> <p>Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.</p> <p>If you need general information about renting at a residential park —</p> <ul style="list-style-type: none">• call the Consumer Protection Contact Centre: 1300 30 40 54• visit the Department of Commerce's website: www.commerce.wa.gov.au <p>WARNING</p> <p>This is a long-stay agreement for a fixed term.</p> <p>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.</p>
Clause 1 — Terms used in this agreement	<p>In this agreement, unless the contrary intention appears —</p> <p>“Act” means the <i>Residential Parks (Long-stay Tenants) Act 2006</i>;</p> <p>“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;</p> <p>“Division” means a Division of this agreement;</p> <p>“park operator” means the party referred to in clause 2;</p> <p>“regulations” means the <i>Residential Parks (Long-stay Tenants) Regulations 2007</i>;</p> <p>“relocatable home”, in relation to a site, means a vehicle,</p>

	<p>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;</p> <p>“residential park” or “park” means the residential park referred to in clause 4;</p> <p>“shared premises”, in relation to the residential park, means —</p> <p>(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</p> <p>(b) any fixtures, fittings or chattels in or on the common areas or structures;</p> <p>“site” means the site referred to in clause 4;</p> <p>“tenant” means the party referred to in clause 3.</p>
<p>Clause 2 — Park operator / managing real estate agent details</p>	<p>Park operator’s details (not required if managing real estate agent’s details are provided below)</p> <p>First name Last name</p> <p>Business address</p> <p>Suburb State □□□ Postcode □□□□</p> <p>Phone () Fax ()</p> <p>Email address</p> <p>Managing real estate agent’s details (if applicable)</p> <p>Name</p> <p>Address</p> <p>Suburb State □□□ Postcode □□□□</p> <p>Phone () Fax ()</p> <p>Email address</p>
<p>Clause 3 — Tenant/s details</p>	<p>Tenant/s name/s</p> <p>Current address</p> <p>.....</p> <p>Suburb State □□□ Postcode □□□□</p> <p>Phone () Fax ()</p> <p>Email address</p> <p>Place of occupation</p> <p>Suburb State □□□ Postcode □□□□</p> <p>Phone () Fax ()</p> <p>Email address</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 4 Fixed term site-only agreement

Division 2 Rent, fees and charges

Clause 4 — Residential park and site details	(1) Park name and address.....
	(2) Site location (e.g. site number or other description)
	(3) Area of site (e.g. Zm ² or X metres by Y metres).....
Clause 4A — Number of residents allowed	1) Maximum number of persons who may use a relocatable home on the site as their principal place of residence
	(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 agreement	Commencement date: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y
	Termination date: <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> D D M M Y Y Y Y

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

Division 2 — Rent, fees and charges

Clause 6 — Rent	(1) Rent: \$ per <input type="checkbox"/> week / <input type="checkbox"/> fortnight / <input type="checkbox"/> 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 a relocatable home on the site. Note: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.	
Clause 7 — Rent payment day	Rent payment day	
Clause 8 — Method of rent payment	<input type="checkbox"/> Cash	<input type="checkbox"/> Cheque
	<input type="checkbox"/> EFTPOS	<input type="checkbox"/> Credit card
	<input type="checkbox"/> Direct deposit into specified financial institution	<input type="checkbox"/> Deduction from pension

Residential Parks (Long-stay Tenants) Regulations 2007

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

Rent, fees and charges **Division 2**

	<input type="checkbox"/> 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 than 2 weeks’ rent.
Clause 11 — Rent variation	(1) Rent increases allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No (2) How 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 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) When the rent may be varied:

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 4 Fixed term site-only agreement

Division 2 Rent, fees and charges

	<p>Note 4: Under Schedule 1 clause 4(2) and (6) to the Act —</p> <p>(a) if it is the practice of the park operator to review the rent payable by long-stay tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;</p> <p>(b) the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.</p>
<p>Clause 12 — No accelerated rent and liquidated damages</p>	<p>(1) The tenant is not required to pay —</p> <p>(a) any rent remaining payable under this agreement; or</p> <p>(b) rent of an increased amount; or</p> <p>(c) an amount by way of penalty; or</p> <p>(d) an amount by way of liquidated damages,</p> <p>for any breach of this agreement, the Act or any other written law.</p> <p>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.</p> <p>(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.</p> <p>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 —</p> <p>(a) this agreement would be taken to be varied from the commencement of the tenancy; and</p> <p>(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.</p>
<p>Clause 13 — Security bonds</p>	<p>4 weeks' rent Security devices (not more than \$100) Fumigation (cats or dogs) (not more than \$100) Total</p> <p>Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).</p>

**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 a relocatable home on the site as their principal place of residence, specified in clause 4A(1):
\$ per night / week / fortnight / 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.

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.....

Note 1: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.

(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.

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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.

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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 by crossing out the entire clause.

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 4 Fixed term 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) —
 - (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? Yes No

If yes, outline the modification or restriction below:

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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 —

- (a) setting out the modification or restriction in the space provided below the subclause; or
- (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
payable by
park operator**

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 —

- (a) the *Land Tax Act 2002*;
- (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 Services Act 2012*, except a charge for water consumed.

Exclude this clause: Yes No

If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No

If yes, outline the modification or restriction below:

.....

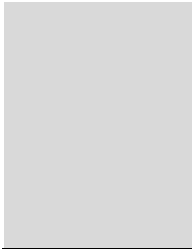
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Residential Parks (Long-stay Tenants) Regulations 2007

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

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



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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: 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	Children allowed to live on the agreed premises: <input type="checkbox"/> Yes <input type="checkbox"/> 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: <input type="checkbox"/> Yes <input type="checkbox"/> 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. (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: <input type="checkbox"/> Yes <input type="checkbox"/> No If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No

	<p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 21 — No legal impediment to occupation of tenanted premises</p>	<p>(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.</p> <p>(2) In this clause —</p> <p>"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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 22 — Responsibility for cleanliness</p>	<p>The tenant must keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 4 Fixed term site-only agreement

Division 4 General terms

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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 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 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:
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.....
.....
.....

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 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 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 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

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Division 4 General terms

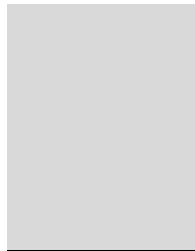
Clause 26 — Tenant’s conduct on premises	<p>restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 — Tenant’s conduct on premises	<p>The tenant —</p> <ul style="list-style-type: none">(a) must not cause or permit a nuisance anywhere in the residential park; and(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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 27 — Quiet enjoyment	<p>(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.</p> <p>(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.</p> <p>(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.</p>
Clause 28 — Locks	<p>(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.</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p>

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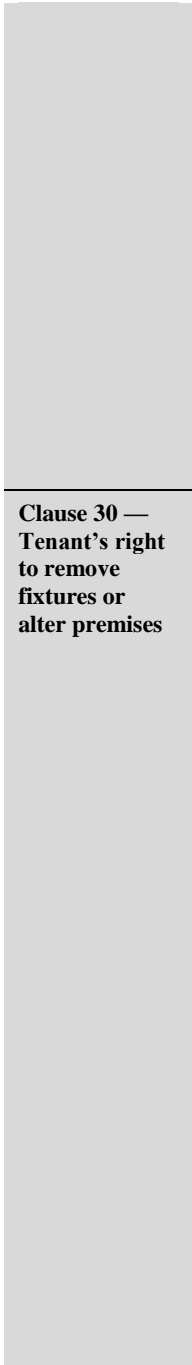


.....
.....

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 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
 - (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.



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.

**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
- (2) If yes —
 - (a) the written consent of the park operator is required:
 Yes No
 - (b) the following additional conditions apply:
.....
.....
.....
- (3) The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: Yes No
- (4) If yes —
 - (a) the written consent of the park operator is required:
 Yes No
 - (b) the following additional conditions apply:
.....
.....
.....
- (5) The park operator must not withhold consent unreasonably.
- (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.

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Division 4 General terms

	<p>(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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <ul style="list-style-type: none">(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.
<p>Clause 31 — Selling relocatable home</p>	<p>(1) Tenant permitted to sell a relocatable home owned by the tenant on the site: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(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.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(3) State any other restrictions which affect the sale of the relocatable home.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

	<p>.....</p> <p>(4) The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.</p>
Clause 32 — Provision for assigning or sub-letting the premises	<p>(1) The tenant may assign his or her interest under this agreement or sub-let the agreed premises: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(2) If yes —</p> <p>(a) the written consent of the park operator is required: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) the following additional conditions apply:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(3) If the answer to subclause (2)(a) is yes —</p> <p>(a) the park operator must not unreasonably withhold consent; and</p> <p>(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.</p> <p>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.</p>
Clause 33 — Tenant's vicarious responsibility for breach of agreement	<p>(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.</p> <p>(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.</p> <p>Exclude this clause: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If this clause is not excluded, are there any modifications or restrictions to the clause? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, outline the modification or restriction below:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: This clause can be modified or restricted by marking the relevant box above and by either —</p> <p>(a) setting out the modification or restriction in the space</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 34 — Repositioning of relocatable home	(1) The park operator reserves the right to reposition the tenant's relocatable home to a comparable site in the park if necessary. <input type="checkbox"/> Yes <input type="checkbox"/> No (2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the relocatable home.
Clause 35 — Notice of termination	The period of notice for the termination of this agreement is: Note 1: If notice of termination is given — (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; (b) the tenant has given vacant possession of the agreed premises to the park operator. Note 3: Section 33(3) of the Act provides that in any other case, this agreement ends when — (a) the State Administrative Tribunal terminates this agreement under Part 5; or (b) a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or (c) a mortgagee of the agreed premises takes possession of the premises under the mortgage; or (d) the tenant abandons the agreed premises; or (e) the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or (f) the rights under this agreement of the park operator or the tenant are ended by merger. Note 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.

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 4 Fixed term site-only agreement

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 / managing real estate agent signature/s	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.
	Park operator / managing real estate agent
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□ D D M M Y Y Y Y
	Witness*
Signatory (print name)	
Signature	
Date Signed: □□/□□/□□□□ D D M M Y Y Y Y	
	* Please note the witness cannot be the park operator or tenant.
Tenant	Tenant (1)

Residential Parks (Long-stay Tenants) Regulations 2007

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

Tenant's checklist **Division 10**

signature/s	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□ D D M M Y Y Y Y
Tenant (2)	
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□ D D M M Y Y Y Y
Witness*	
	Signatory (print name)
	Signature
	Date Signed: □□/□□/□□□□ D D M M Y Y Y 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 — (a) at any time within 5 working days after this agreement commencement date specified in clause 5; or (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.

Division 10 — Tenant's checklist

<input type="checkbox"/> I have received a copy of, and read, this agreement.
<input type="checkbox"/> I have noted the clauses of this agreement that have been excluded, modified or restricted.
<input type="checkbox"/> 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.
<input type="checkbox"/> I have sought, or decided not to seek, independent legal advice.
<input type="checkbox"/> 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.

cl. 1

Schedule 5 — Condition report

[r. 8(1)]

1. On-site home

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

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

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

cl. 1

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

Kitchen										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Exhaust fan										
Other										

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

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

cl. 1

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

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

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

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

cl. 1

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

Bathroom										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments

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

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

cl. 1

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

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

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

cl. 1

Laundry										
	Condition at commencement					Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Other										

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

2. Site

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

cl. 3

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

3. Specific work to be undertaken by park operator

(Cross out if not needed)

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

.....

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

4. Signatures

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

Note for this clause:

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

cl. 1

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

[r. 9(1)(a)]

1. Additional persons residing on a temporary basis on the agreed premises

(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: Gazette 5 Jul 2011 p. 2818-19.]

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 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 premises

(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

cl. 7

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 maintenance

Are there any requirements upon the tenants regarding gardening maintenance? Yes No

10. Park liaison committee

(1) Is there a park liaison committee? Yes No

(2) If yes —

- what are its functions?

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

- what are its procedures?

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

Schedule 7 — Information sheet (site-only agreement)

[r. 9(1)(b)]

1. Additional persons residing on a temporary basis on the agreed premises

(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: Gazette 5 Jul 2011 p. 2819-20.]

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 shared premises?

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

(3) Are there any restrictions about the use of shared premises? Yes No

(4) Are there mail facilities on the park? Yes No

5. Parking

How much car parking is available?

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

6. Selling a relocatable home or sub-letting or otherwise assigning the agreed premises

(1) Is a tenant permitted —

- to sell a relocatable home owned by the tenant on the site?

Yes No

- to assign his or her interest under the agreement or sub-let the agreed premises? Yes No
- (2) If yes, is the consent of the park operator required? Yes No
- (3) Do any other conditions apply? Yes No

7. Restrictions on use of site

Are there any restrictions about what can be placed on the site? Yes No

8. Insurance requirements

- (1) Are there any requirements regarding insurance? Yes No
- (2) If yes, what are these requirements?

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

9. Requirements on tenants regarding gardening maintenance

Are there any requirements upon the tenants regarding gardening maintenance? Yes No

10. Park liaison committee

- (1) Is there a park liaison committee? Yes No
- (2) If yes —
 - what are its functions?

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

cl. 10

- what are its procedures?

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

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: Gazette 5 Jul 2011 p. 2820.]

Residential Parks (Long-stay Tenants) Regulations 2007

Default notice **Schedule 9**

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

**Park operator /
managing real
estate agent
signature**

Signature

Name (please print)

Date signed: □□/□□/□□□□

 D D M M Y Y Y Y

[Division 2 amended: 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	<p>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.</p> <p>This notice can require vacant possession of the agreed premises before the last day of —</p> <ul style="list-style-type: none">• the term of a fixed term tenancy; or• a period of a periodic tenancy, <p>as the case may be.</p>
Note to park operator / managing real estate agent	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of 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.</p>
Note to tenant	<p>If you receive this notice you should check whether you have in fact breached the agreement.</p> <p>If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.</p> <p>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.</p> <p>If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.</p>
Park operator / managing real estate agent details	<p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p>
Tenant/s details	<p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p>

Residential Parks (Long-stay Tenants) Regulations 2007

Notice of termination **Schedule 10**

Termination by park operator **Division 1**

Residential park and site details	Park name and address Site location (e.g. site number or other description)
Breach details	Date rent was due: □□/□□/□□□□ D D M M Y Y Y Y Amount of rent due: (Attach additional pages if rent is owed for multiple periods.)
Key dates	Date of default notice: □□/□□/□□□□ D D M M Y Y Y Y Note 1: This notice of termination may be issued if a default notice has previously been given to the tenant requiring payment of outstanding rent, and the rent is not paid in full on or before the date specified in the default notice. Vacant possession required by: □□/□□/□□□□ D D M M Y Y Y Y Note 2: The tenant will still be liable for any outstanding rent, charges and fees after vacant possession is given. Note 3: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(b), the above date must be at least 7 days after the day specified in the default notice as the day by which the rent was required to be paid. Note 4: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(c), if the park operator makes an application to the State Administrative Tribunal under section 66 of that Act in relation to this notice, the application may be heard and determined even if the rent is paid in full before the time set down for hearing the application. Date of this notice: □□/□□/□□□□ D D M M Y Y Y Y
Park operator / managing real estate agent signature	Signature Name (please print) Date signed: □□/□□/□□□□ D D M M Y Y Y Y

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 10 Notice of termination

Division 1 Termination by park operator

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

Purpose of this notice	<p>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.</p> <p>This notice can require vacant possession of the agreed premises before the last day of —</p> <ul style="list-style-type: none">• the term of a fixed term tenancy; or• a period of a periodic tenancy, <p>as the case may be.</p>
Note to park operator / managing real estate agent	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of 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.</p>
Note to tenant	<p>If you receive this notice you should check whether you are in arrears in rent payments.</p> <p>If rent is not outstanding, you should provide proof of the payment of that rent to the park operator.</p> <p>If rent is outstanding 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.</p> <p>If you need help please contact a community legal centre or the Department of Consumer on 1300 30 40 54.</p>
Park operator / managing real estate agent details	<p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p>
Tenant/s details	<p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p>
Residential park and site details	<p>Park name and address</p> <p>Site location (e.g. site number or other description)</p> <p>.....</p> <p>.....</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Notice of termination **Schedule 10**

Termination by park operator **Division 1**

Breach details	Date rent was due: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y Amount of rent due: (Attach additional pages if rent is owed for multiple periods.)
Key dates	Vacant possession required by: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y Note 1: The tenant will still be liable for any outstanding rent, charges and fees after vacant possession is given. Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(4)(b), the above date must be at least 7 days after the day on which this notice is given to the tenant. Note 3: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 39(5)(b), if the park operator makes an application to the State Administrative Tribunal under section 66 of that Act in relation to this notice, the park operator must withdraw the application if the rent and the amount of the filing fee for the application are both paid in full more than 24 hours before the time set down for hearing the application. Date of this notice: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
Park operator / managing real estate agent signature	Signature Name (please print) Date signed: <input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y

Subdivision 3 — 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) 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 — <ul style="list-style-type: none"> • the term of a fixed term tenancy; or • a period of a periodic tenancy, as the case may be.
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Consumer recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.

Residential Parks (Long-stay Tenants) Regulations 2007

Notice of termination **Schedule 10**
Termination by park operator **Division 1**

Key dates	Date of default notice: □□/□□/□□□□ D D M M Y Y Y Y
	Note 1: This notice of termination may be issued if a default notice has previously been given to the tenant stating the nature of the breach, and the breach has not been remedied on or before the date specified in the default notice.
	Vacant possession required by: □□/□□/□□□□ D D M M Y Y Y Y
	Note 2: The tenant will still be liable for any outstanding rent, charges and fees after vacant possession is given. Note 3: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 40(6), the above date must be at least 7 days after the day on which this notice is given to the tenant.
Date of this notice: □□/□□/□□□□ D D M M Y Y Y Y	
Park operator / managing real estate agent signature	Signature
	Name (please print)
	Date signed: □□/□□/□□□□ D D M M Y Y Y Y

Subdivision 4 — Termination for sale of park

Purpose of this notice	<p>A park operator / managing real estate agent may issue this notice if the park operator has entered into a contract for the sale of park premises and is required under the contract to give vacant possession of the agreed premises.</p> <p>This notice can require vacant possession of the agreed premises before the last day of —</p> <ul style="list-style-type: none">• the term of a fixed term tenancy; or• a period of a periodic tenancy, <p>as the case may be. The tenant will be entitled to compensation for loss incurred as a result of the termination of the agreement.</p>
Note to park operator / managing real estate agent	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of 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.</p>
Note to tenant	<p>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.</p> <p>If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 10 Notice of termination

Division 1 Termination by park operator

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

Subdivision 5 — Termination without grounds

Purpose of this notice	<p>A park operator / managing real estate agent may issue this notice if the park operator wishes to terminate an agreement without grounds.</p> <p>This notice can require vacant possession of the agreed premises before the last day of a period of a periodic tenancy.</p> <p>This notice cannot require vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.</p>
Note to park operator / managing real estate agent	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of 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.</p>
Note to tenant	<p>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.</p> <p>If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.</p>
Park operator / managing real estate agent details	<p>Name</p> <p>Address</p> <p>Suburb State □□□ Postcode □□□□</p>
Tenant/s details	<p>Name</p> <p>Address</p> <p>Suburb State □□□ Postcode □□□□</p>
Residential park and site details	<p>Park name and address</p> <p>Site location (e.g. site number or other description)</p> <p>.....</p>
Intention to terminate agreement	<p>The park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 42.</p>
Key dates	<p>Vacant possession required by: □□/□□/□□□□</p> <p align="center">D D M M Y Y Y Y</p> <p>Note 1: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 42(3), the above date must be —</p> <p>(a) for an on-site home agreement — at least 60 days after the day on which the notice is given; and</p> <p>(b) for a site-only agreement — at least 180 days after the day on which the notice is given; and</p> <p>(c) in any case, if the agreement is for a fixed term, not before</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 10 Notice of termination

Division 2 Termination by tenant

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

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

Division 2 — Termination by tenant

Purpose of this notice	<p>A tenant may issue this notice if the tenant wishes to terminate an agreement without grounds.</p> <p>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.</p> <p>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.</p>
Note to tenant	<p>Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.</p> <p>The Department of 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.</p> <p>If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.</p>
Tenant/s details	<p>Name</p> <p>Address</p> <p>.....</p> <p>Suburb State <input type="text"/><input type="text"/> Postcode <input type="text"/><input type="text"/><input type="text"/><input type="text"/></p>
Park operator / managing real estate agent details	<p>Name</p> <p>Address</p> <p>.....</p> <p>Suburb State <input type="text"/><input type="text"/> Postcode <input type="text"/><input type="text"/><input type="text"/><input type="text"/></p>

Residential Parks (Long-stay Tenants) Regulations 2007

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

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

[Division 2 amended: Gazette 5 Jul 2011 p. 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 — <ul style="list-style-type: none"> • a fixed term tenancy; or • a period of a periodic tenancy, as the case may be, and the rent will be abated appropriately.
Note to person issuing notice	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of 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.

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 10 Notice of termination

Division 3 Termination by park operator or tenant — agreement frustrated

Note to tenant	<p>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.</p> <p>If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.</p>
Intention to terminate agreement	<p>The park operator / tenant intends to terminate the long-stay agreement with the tenant / park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 45 because the agreed premises or shared premises have —</p> <ul style="list-style-type: none"> <input type="checkbox"/> become uninhabitable or unusable for the intended purpose otherwise than as a result of a breach of the long-stay agreement; or <input type="checkbox"/> ceased to be lawfully usable for the intended purpose; or <input type="checkbox"/> been compulsorily acquired by an authority under a written law. <p>(Please tick.)</p>
Person issuing notice	<p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p>
Person receiving notice	<p>Name</p> <p>Address</p> <p>Suburb State <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Postcode <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></p>
Residential park and site details	<p>Park name and address</p> <p>Site location (e.g. site number or other description)</p>
Key dates	<p>Vacant possession required by: <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> D D M M Y Y Y Y</p> <p>Note 1: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> 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.</p> <p>Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> 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.</p> <p>Date of this notice: <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> D D M M Y Y Y Y</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Notice of termination **Schedule 10**

Termination by tenant of tenant's interest in on-site home agreement **Division 4**

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

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

Division 4 — Termination by tenant of tenant's interest in on-site home agreement

[Heading inserted: Gazette 9 Apr 2019 p. 1054.]

<u>Notice of termination of tenant's interest in on-site home agreement on grounds of family violence</u>		<u>Part A</u>
<i>Residential Parks (Long-stay Tenants) Act 2006 s. 38(2), 45A(1)</i> <i>Residential Parks (Long-stay Tenants) Regulations 2007 r. 13(5)</i>		
<u>Park operator</u>	Family name: _____ Other names: _____	
<u>Tenant</u>	Family name: _____ Other names: _____	
<u>On-site home</u>	Address: _____ Postcode: _____	
<u>Notice</u>	I, the long-stay tenant, give notice of the termination of my interest in the on-site home agreement on the grounds that I am, or my dependant is, likely to be subjected or exposed to family violence. The last day of my tenancy will be _____ (a day that is not less than 7 days after the giving of this notice). I will move out of the on-site home on or before this day.	
<u>Accompanying document(s)</u>	I attach 1 or more of the following: <input type="checkbox"/> a DVO; <input type="checkbox"/> a Family Court injunction or an application for a Family Court injunction; <input type="checkbox"/> a copy of a prosecution notice or indictment containing a charge relating to violence against the tenant or a court record of a conviction of the charge; <input type="checkbox"/> a report of family violence under the <i>Residential Parks (Long-stay Tenants) Act 2006 s. 45A(2)(d)</i> .	
<u>Signature</u>	Long-stay tenant: _____	Date: _____

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 10 Notice of termination

Division 4 Termination by tenant of tenant's interest in on-site home agreement

Further information	<p>See Part B of this form and also refer to the <i>Residential Parks (Long-stay Tenants) Act 2006</i> or contact the Department of Mines, Industry Regulation and Safety — Consumer Protection Division on 1300 304 054 or at www.commerce.wa.gov.au/consumer-protection.</p> <p>For Translating and Interpreting Services please telephone TIS on 131 450 and ask to speak to the Department of Mines, Industry Regulation and Safety (1300 304 054) for assistance.</p>
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Important information about this notice	Part B
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<p>The types of on-site agreements to which this notice applies</p> <p>This notice applies to on-site home agreements under the <i>Residential Parks (Long-stay Tenants) Act 2006</i>.</p>

<p>Period of notice by tenant</p> <p>A long-stay tenant can give the park operator this notice if the tenant, or a dependant of the tenant, is likely to be exposed or subjected to family violence during the term of the on-site home agreement. The period of the notice must not be less than 7 days before the termination day.</p>

<p>Co-tenants</p> <p>A park operator must give a copy of this notice (but not an accompanying document) to any co-tenants named on the on-site home agreement within 7 days after receiving this notice.</p> <p>A co-tenant may, within 7 days after receiving a copy of this notice, give the park operator notice of termination of the co-tenant's interest in the on-site home agreement. This period of notice must not be less than 21 days before the termination day.</p>

<p>Notice by co-tenant to terminate their interest in the on-site home agreement</p> <p>A co-tenant does not need to use a specific form to notify the park operator that they wish to terminate their interest in the on-site home agreement. They simply need to notify the park operator in writing.</p>
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<p>Co-tenant remaining in on-site home</p> <p>Any co-tenants who wish to remain in the on-site home are entitled to do so and the existing on-site home agreement will continue to apply to them.</p>
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<p>Documents must be kept confidential</p> <p>A park operator must not disclose information contained in this notice or an accompanying document to another person except as allowed by the <i>Residential Parks (Long-stay Tenants) Act 2006</i> or another written law. A penalty of a fine of up to \$5 000 applies for failure to comply with this requirement.</p> <p>A park operator must ensure that information given to them in this notice and an accompanying document is kept in a secure manner so far as it is reasonably practicable to do so. A penalty of a</p>

Residential Parks (Long-stay Tenants) Regulations 2007

Notice of termination **Schedule 10**

Termination by tenant of tenant's interest in on-site home agreement **Division 4**

[fine of up to \\$5 000 applies for failure to comply with this requirement.](#)

[\[Division 4 inserted: Gazette 9 Apr 2019 p. 1054-5.\]](#)

**Schedule 11 — Notice to former tenant about
abandoned goods**

[r. 14]

Park operator / managing real estate agent details	Name
	Address

	Suburb State □□□ Postcode □□□□
Former tenant/s details	Name
	Address

	Suburb State □□□ Postcode □□□□
Details of terminated agreement	The long-stay agreement between the park operator and former tenant in relation to the following premises: Park name and address

	Site location (e.g. site number or other description)

	was terminated on
Goods left on premises	The tenant left the following goods on the above premises:

Date goods stored	These goods were put into storage by the park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(3) on: □□/□□/□□□□ D D M M Y Y Y Y
	Note 1: The <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 48(4) requires the park operator within 7 days after the above date to — (a) send this notice to the former tenant; and (b) publish a summary of this notice in a newspaper circulating generally throughout Western Australia.
	Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> 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 is likely to be more than the estimated value of the goods.

Notes

- ¹ 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
<i>Residential Parks (Long-stay Tenants) Regulations 2007</i>	1 Aug 2007 p. 3837-985	r. 1 and 2: 1 Aug 2007 (see r. 2(a)); Regulations other than r. 1 and 2: 3 Aug 2007 (see r. 2(b) and <i>Gazette</i> 1 Aug 2007 p. 3835)
<i>Residential Parks (Long-stay Tenants) Amendment Regulations 2011</i>	5 Jul 2011 p. 2813-22	r. 1 and 2: 5 Jul 2011 (see r. 2(a)); Regulations other than r. 1 and 2: 31 Jul 2011 (see r. 2(b))
<i>Residential Parks (Long-stay Tenants) Amendment Regulations 2013</i>	14 Nov 2013 p. 5063-4	r. 1 and 2: 14 Nov 2013 (see r. 2(a)); Regulations other than r. 1 and 2: 18 Nov 2013 (see r. 2(b) and <i>Gazette</i> 14 Nov 2013 p. 5027)
Commerce Regulations Amendment (Family Violence) Regulations 2019 Pt. 3	9 Apr 2019 p. 1042-55	15 Apr 2019 (see r. 2(b) and Gazette 9 Apr 2019 p. 1041-2)