Western Australia

Residential Parks (Long-stay Tenants) Act 2006

Residential Parks (Long-stay Tenants) Regulations 2007

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Residential Parks (Long-stay Tenants) Regulations 2007

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Western Australia

Residential Parks (Long-stay Tenants) Act 2006

Residential Parks (Long-stay Tenants) Regulations 2007

1. Citation

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

2. Commencement

These regulations come into operation as follows:

- regulations 1 and 2 on the day on which these regulations are published in the Gazette;
- the rest of the regulations on the day on which the (b) 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
 - may be (but is not required to be) in the form set out in Schedule 9 Division 1; but
 - for the purposes of section 37(c) of the Act, must (b) contain the information set out in Schedule 9 Division 1.
- A default notice for any other breach of an agreement (2)
 - may be (but is not required to be) in the form set out in Schedule 9 Division 2; but
 - for the purposes of section 37(c) of the Act, must (b) contain the information set out in Schedule 9 Division 2.

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

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

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

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

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

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

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

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

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

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

For the purposes of section 65(2)(e) of the Act, the matters to which the State Administrative Tribunal may have regard to when determining the amount of compensation to be paid to the

tenant on the termination of a site-only agreement include the cost incurred by a tenant in travelling, and transporting his or her possessions that were kept at the park premises, for the shorter of —

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

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

(1) In this regulation —

prescribed rate means the rate prescribed in subregulation (2); *relevant bank accepted bills rate* means the 30 day bank accepted bills rate as published in Table F.1 of the "Reserve Bank of Australia Bulletin" for the month that is 2 months before the month in respect of which the interest is to be paid.

- (2) For the purposes of section 92(a) of the Act, the minimum rate at which interest accrues on a security bond amount paid into an ADI account is 70% of the relevant bank accepted bills rate, calculated on a daily basis.
- (3) For the purposes of section 92(b) of the Act, an amount equal to the amount of interest accrued at the prescribed rate must be paid to the Rental Accommodation Fund within 5 working days of the end of each month.
- (4) For the purposes of section 92(c) of the Act, an amount equal to the difference between the amount of interest accrued at the prescribed rate and the amount of interest accrued at the higher rate must be paid to the tenant on the day on which the security bond amount is paid out to the tenant or the park operator in accordance with regulation 18.

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

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

the bond holder must pay the amount in accordance with the application or order.

- (3) For the purposes of subregulation (2)(a)
 - (a) if a party is deceased the application may be signed by the party's executor or administrator; or
 - (b) if a party is represented by a manager or administrator under a written law the application may be signed by the manager or administrator.

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

(1) In this regulation —

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

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

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

- (3) The bond holder must give notice in writing to the park operator and the tenant in whose names the security bond amount is held
 - (a) informing them that the bond holder has reason to believe that 6 months have elapsed since the termination of the agreement and that the amount is still being held by the bond holder; and
 - (b) inviting them to apply under the Act or regulation 18(2)(a) to have the amount paid out; and
 - (c) notifying them that, if the amount is still in the possession of the bond holder after 60 days from the date of the notice, the amount will be paid to the Unclaimed Security Bond Account.
- (4) If after 60 days from the date of the notice the security bond amount is still in the possession of the bond holder, the bond holder must pay the amount to the Unclaimed Security Bond Account.
- (5) A security bond amount that remains in the Unclaimed Security Bond Account at the expiry of 6 years from the day on which it is paid into that account must be paid into the Consolidated Account.
- (6) Regulation 18 applies with any necessary modifications to a security bond amount while it is in the Unclaimed Security Bond Account as if a reference to a bond holder were a reference to the chief executive officer of DOTAG.
- (7) For the purposes of this regulation, the chief executive officer of DOTAG must establish in the Residential Accommodation Fund an account called the Unclaimed Security Bond Account.

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

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

(a) restrictions on the making of noise;

- (b) the parking of motor vehicles;
- (c) the conduct and supervision of children;
- (d) the use and operation of common facilities;
- (e) the storage of goods by tenants outside agreed premises;
- (f) the park's office hours;
- (g) the cleaning of gutters;
- (h) tree maintenance;
- (i) emergency procedures.

Penalty: a fine of \$5 000.

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

(1) In this regulation —

amendment to park rules, includes the following —

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

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

Schedule 1 — Periodic on-site home agreement

[r. 4]

Division 1 — Preliminary

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

Schedule 1 Periodic on-site home agreement
Division 1 Preliminary

	site by the park operator under this agreement;				
	"park operator" means the party referred to in clause 2;				
	"regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;				
	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;				
	"residential park" or "park" means the residential park referred to in clause 4;				
	"shared premises", in relation to the residential park, means —				
	(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;				
	"site" means the site referred to in clause 4;				
	"tenant" means the party referred to in clause 3.				
Clause 2 — Park operator /	Park operator's details (not required if managing real estate agent's details are provided below)				
managing real	First name Last name				
estate agent details	Business address				
	Suburb State DDD Postcode DDD				
	Phone () Fax ()				
	Email address				
	Managing real estate agent's details (if applicable)				
	Name				
	Address				
	Suburb State DDD Postcode DDDD				
	Phone () Fax ()				
	Email address				

Periodic on-site home agreement Rent, fees and charges

Schedule 1 Division 2

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

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

Division 2 — Rent, fees and charges

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

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	□ Cash □ Cheque				
payment	☐ EFTPOS ☐ Credit card				
	 □ Direct deposit into specified financial institution □ Other (please specify) 				
Clause 9 —	Place where rent must be paid: (e.g. at the park's office, at the park				
Location of rent payment	operator's financial institution)				
Clause 10 — Rent in	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:				
advance					
	Note: Section 25 of the Act states that this amount must not be more than 2 weeks' rent.				
Clause 11 —	(1) Rent increases allowed: ☐ Yes ☐ No				
Rent variation	Note 1: Under section 30(2) of the Act —				
	 (a) the park operator must give at least 60 days notice of any rent increase; and 				
	(b) the rent must not be increased until at least 6 months after the day on which the tenancy period began or the day on which it was last increased.				
	(2) How the rent may be varied: (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 Land Valuers Licensing Act 1978.				

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

	(3) When the rent may be varied:		
	Note 3:	Act or, if the park	use must set out the effect of section 30 of the operator's right to increase rent under that nited by this agreement, a description of that that limitation.
Clause 12 —	(1) The	tenant is not requ	
No accelerated	(a)	any rent remair	ning payable under this agreement; or
rent and liquidated	(b)	rent of an incre	ased amount; or
damages	(c)	an amount by v	vay of penalty; or
	(d)	an amount by v	vay of liquidated damages,
	for a law.	ny breach of this	s agreement, the Act or any other written
	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.		
	reba	te, refund or othe	tled to any reduction in rent, or any er benefit, because the tenant has not ent, the Act or another written law.
	Note 2:	any reduction, reb	clause 18(2) to the Act, if in this agreement bate, refund or other benefit were expressed to compliance with this agreement, the Act or
			rement would be taken to be varied from the cement of the tenancy; and
		. ,	nt would be entitled to the reduction, rebate, r other benefit in any event.
Clause 13 —	4 weeks' re	ent	
Security bonds	Security devices		
	(not more than \$100)		
	Fumigation (not more	n (cats or dogs)	
	(1101 111010	man \$100 <i>)</i>	
	Total		
	Note:		ne Act specifies the maximum amount for the

Periodic on-site home agreement Schedule 1

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): \$	
	(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	

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

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

Schedule 1 Periodic on-site home agreement

Division 3 Table of fees and charges for services and utilities

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

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

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

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

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Division 4 — General terms

Children allowed to live on the agreed premises: ☐ Yes ☐ No			
Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —			
 (a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or 			
(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.			
Pets allowed: ☐ Yes ☐ No			
Type and number of pets allowed:			
Note: The keeping of pets is subject to any local government laws for the relevant district.			
(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.			

Schedule 1 Periodic on-site home agreement

Division 4 General terms

Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant box above and by either —			
	 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	 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. In this clause — "impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge. 			
	Exclude this clause: ☐ Yes ☐ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No			
	If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant box above and by either —			
	setting out the modification or restriction in the space provided below the clause; or			
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 22 —	The tenant must keep the site and both the interior and the exterior			

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

Responsibility for cleanliness	of the on-site home in a reasonable state of cleanliness.		
	Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No		
	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 —		
	 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 or interior of the on-site home; or		
	(c) to any chattels, fittings or fixtures in or on the on-site home that are provided by the park operator for the use of the tenant.		
	Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No		
	If yes, outline the modification or restriction below:		

	Note:		use can be modified or restricted by marking the relevant ove and by either —
		(a)	setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 24 —	(1) The	park ope	erator must —
Park operator's	(a)		e the agreed premises and the shared premises in mable state of cleanliness; and
responsibility for cleanliness and repairs	(b)		in the shared premises in a reasonable state of ness; and
	(c)	shared	e and maintain the agreed premises and the premises in a reasonable state of repair having to their age, character and prospective life; and
	(d)	relatio	y with any other written laws that apply in n to the buildings in the residential park or the 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:		use can be modified or restricted by marking the relevant we and by either —
		(a)	setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 25 — Compensation where tenant	reas	onable e	erator must compensate the tenant for any xpense incurred by the tenant in making urgent e agreed premises where —
sees to repairs	(a)	result of	te of disrepair has arisen otherwise than as a of a breach of this agreement by the tenant and is to cause injury to person or property or undue renience to the tenant; and

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	(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? \square Yes \square No			
	If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant			
	box above and by either —			
	 setting out the modification or restriction in the space provided below the clause; or 			
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 26 —	The tenant —			
Tenant's conduct on	 (a) must not cause or permit a nuisance anywhere in the residential park; and 			
premises	(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.			
	Exclude this clause: ☐ Yes ☐ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square 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 —		
	 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	(1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.		
	(2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.		
	(3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises.		
Clause 28 — Locks	(1) The park operator must provide and maintain such locks or other devices as are necessary to ensure that the on-site home is reasonably secure.		
	(2) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.		
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (2) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.		
	(3) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.		
	(4) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.		

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

	Note 2	Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (3) or (4) above without reasonable excus in addition to any civil liability that the park operator might incur commits an offence and is liable to a fine of \$20 000.	e,
	Note 3	Under Schedule 1 clause 12(7) to the Act, if an agent of the pa 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 befor 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.	а
	Exclu	de this clause: ☐ Yes ☐ No	
		clause is not excluded, are there any modifications or tions to the clause? \square Yes \square No	
	If yes	outline the modification or restriction below:	
	Note 4	This clause can be modified or restricted by marking the releva box above and by either —	ınt
		(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 of restriction in Division 5. 	or
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	У
		(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 tenan where the park operator requires access to meet the park operator's obligations under this Act or to inspec repairs and maintenance to the site; or	
		(b) on a day and at a reasonable time specified in a writte 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 used, and is to be collected at the proprieses or	t

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

	((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
	(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
	(=	at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or
	(;	at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.
	Exclude	e this clause: Yes No
		lause is not excluded, are there any modifications or ons to the clause? ☐ Yes ☐ No
	If yes, o	outline the modification or restriction below:
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		 setting out the modification or restriction in the space provided below the clause; or
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 30 — Tenant's right to remove	a	The tenant must not affix a fixture or make a renovation or a lteration or addition to the agreed premises: Yes \square No
fixtures or	(2) I:	î yes —
alter premises	(:	the written consent of the park operator is required: ☐ Yes ☐ No
	(1	the following additional conditions apply:
	(3) T	the park operator must not withhold consent unreasonably.

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

	If this restrict If yes	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. 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. de this clause: Yes No clause is not excluded, are there any modifications or ctions to the clause? Yes No noutline the modification or restriction below: This clause can be modified or restricted by marking the relevant box above and by either — (a) setting out the modification or restriction in the space provided below the clause; or
		"Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 31 — Provision for	(1)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises: \square Yes \square No
assigning or sub-letting the	(2)	If yes —
premises		(a) the written consent of the park operator is required: ☐ Yes ☐ No
		(b) the following additional conditions apply:
	(3)	If the answer to subclause (2)(a) is yes —
		(a) the park operator must not unreasonably withhold consent; and
		(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.
	Note:	Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or

Schedule 1 Periodic on-site home agreement

Division 4 General terms

	regulates such an assignment.
Clause 32 — Tenant's vicarious responsibility for breach of	(1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted by the tenant.
agreement	(2) Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.
	Exclude this clause: ☐ Yes ☐ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No
	If yes, outline the modification or restriction below:
	N. C. Thirds and the state of t
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 setting out the modification or restriction in the space provided below the clause; or
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 33 — Repositioning of on-site home	 (1) The park operator reserves the right to reposition the on-site home to a comparable site in the park if necessary: ☐ Yes ☐ No
	(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the on-site home.
Clause 34 —	The period of notice for the termination of this agreement is:
Notice of	
termination	Note 1: If notice of termination is given —
	(a) by the park operator under Part 3 Division 2 of the Act;or
	(b) by the tenant under Part 3 Division 3 of the Act,
	section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator.
	Note 2: Section 33(3) of the Act provides that in any other case, this agreement ends when —
	(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

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			operator becomes entitled to possession of the agreed premises; or
		(c)	a mortgagee of the agreed premises takes possession of the premises under the mortgage; or
		(d)	the tenant abandons the agreed premises; or
		(e)	the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or
		(f)	the rights under this agreement of the park operator or the tenant are ended by merger.
	Note 3:	termina vacant	s 41 and 42 state that, if the park operator gives notice of tion, the notice must specify that the tenant is to give possession of the agreed premises to the operator at 0 days after the day on which the notice is given.
	Note 4:	the noti	44 states that, if the tenant gives notice of termination, ce must specify that the tenant intends to give vacant sion of the agreed premises to the operator at least after the day on which the notice is given.
Clause 35 — No unilateral variation of agreement	Neither the unilaterally		perator nor the tenant can vary this agreement
Clause 36 — Park rules	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.		

[Division 4 amended in Gazette 5 Jul 2011 p. 2815.]

Division 5 — Special terms

 DIVISIO	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.

Schedule 1 Periodic on-site home agreement

Division 6 Condition report

Division 6 — Condition report

Note: In this Division the park operator should set out the condition report

prescribed under regulation 8(1)(a) and (2) and Schedule 5 clauses 1, 2, 3

and 4 of the regulations.

Division 7 — Park rules

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

residential park.

Division 8 — Information sheet

Note: In this Division the park operator should set out the information sheet

prescribed under regulation 9(1)(a) and Schedule 6 of the regulations.

Extract from www.slp.wa.gov.au, see that website for further information

Division 9 — Acceptance

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

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Schedule 1 Periodic on-site home agreement

Division 10 Tenant's checklist

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

Schedule 2 — Fixed term on-site home agreement

[r. 5]

Division 1 — Preliminary

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

Schedule 2 Fixed term on-site home agreement
Division 1 Preliminary

	"park operator" means the party referred to in clause 2; "regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;			
	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;			
	"residential park" or "park" means the residential park referred to in clause 4;			
	"shared premises", in relation to the residential park, means —			
	(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;			
	"site" means the site referred to in clause 4;			
	"tenant" means the party referred to in clause 3.			
Clause 2 — Park operator /	Park operator's details (not required if managing real estate agent's details are provided below)			
managing real	First name Last name			
estate agent				
U	Business address			
details	Business address			
U				
U	Suburb State DDD Postcode DDD			
U	Suburb State □□□ Postcode □□□□ Phone () Fax ()			
U	Suburb			
details	Suburb			
details Clause 3 —	Suburb State DD Postcode DD Phone () Fax () Email address Managing real estate agent's details (if applicable) Name Address Suburb State DD Postcode DD Phone () Fax () Email address Tenant/s name/s			
details	Suburb State DD Postcode DD Phone () Fax () Email address Managing real estate agent's details (if applicable) Name Address Suburb State DD Postcode DD Phone () Fax () Email address Tenant/s name/s Current address			
Clause 3 — Tenant/s	Suburb State DD Postcode DD Phone () Fax () Email address Managing real estate agent's details (if applicable) Name Address State DD Postcode DD Phone () Fax () Email address Current address Current address			
Clause 3 — Tenant/s	Suburb			
Clause 3 — Tenant/s	Suburb			
Clause 3 — Tenant/s	Suburb			

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

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

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

Division 2 — Rent, fees and charges

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

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Extract from www.slp.wa.gov.au, see that website for further information

Schedule 2 Fixed term on-site home 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: ☐ Yes ☐ 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 Land Valuers Licensing Act 1978. (3) When the rent may be varied: Note 2: The above subclause must set out the effect of section 30 of the Act or, if the park operator's right to increase rent under that section is to be limited by this agreement, a description of that 		
Clause 12 — No accelerated rent and liquidated damages	right as varied by that limitation. (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 (d) an amount by way of liquidated damages, for any breach of this agreement, the Act or any other written		

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

	law.		
	Note 1: Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.		
	(2) The tenant is not entitled to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law.		
	Note 2: Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund or other benefit were expressed to be dependant on compliance with this agreement, the Act or another written law —		
	 this agreement would be taken to be varied from the commencement of the tenancy; and 		
	the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.		
Clause 13 —	4 weeks' rent		
Security bonds	Security devices		
	(not more than \$100)		
	Fumigation (cats or dogs) (not more than \$100)		
	Total		
	Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).		
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.		
	residing on the agreed premises under this agreement.		
	residing on the agreed premises under this agreement.		
	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.		

Schedule 2 Fixed term on-site home agreement

Division 2 Rent, fees and charges

	Note 2:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.		
		ate any other provisions applicable in relation to the plication 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	ter	the fees and charges set out in Division 3 are payable by the mant during the term of this agreement for services and illities provided in relation to the agreed premises.		
services and		a fee or charge under subclause (1) —		
utilities	(a)			
	(b)			
	(0)	services or utilities provided by it; and		
	(c)	is varied by that State agency or instrumentality,		
		e amount payable by the tenant for that fee or charge under is 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, or	atline 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.		

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Table of fees and charges for services and utilities

Clause 16 — Rates, taxes and charges payable by park operator	imposed in under any (a) (b) (c) Exclude the If this clause restrictions	respect of the for the La the Lo any wrimpose Agence consuris clauses see is not a to the coine the r	must bear the cost of all rates, taxes or charges of the agreed premises and the shared premises ollowing written laws — Ind Tax Act 2002; In act and Tax Act 2002; In act
	Note.	box abo	ove and by either —
		(a)	setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5

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

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

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

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

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

Division 4 — General terms

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

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Fixed term on-site home agreement

Schedule 2 Division 4

General terms

	(2) The description of the descr
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.
	Exclude this clause: ☐ Yes ☐ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	(a) setting out the modification or restriction in the space provided below the clause; or
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 21 — No legal impediment to occupation of	(1) On the part of the park operator, there is no legal impediment to the tenant's occupation of the agreed premises as a residence, or to the tenant's use of the agreed premises, for the period of this agreement.
tenanted premises	(2) In this clause —
premises	"impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge.
	Exclude this clause: ☐ Yes ☐ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No
	If yes, outline the modification or restriction below:

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 setting out the modification or restriction in the space provided below the clause; or
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 22 — Responsibility for cleanliness	The tenant must keep the site and both the interior and the exterior of the on-site home in a reasonable state of cleanliness.
	Exclude this clause: ☐ Yes ☐ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ 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 —
	 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 or interior of the on-site home; or
	(c) to any chattels, fittings or fixtures in or on the on-site home that are provided by the park operator for the use of the tenant.
	Exclude this clause: ☐ Yes ☐ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No
	If yes, outline the modification or restriction below:

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Schedule 2

Division 4

		nis clause can be modified or restricted by marking the relevant ox above and by either —	
		 setting out the modification or restriction in the space provided below the clause; or 	
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 24 —	(1) The par	k operator must —	
Park operator's		rovide the agreed premises and the shared premises in reasonable state of cleanliness; and	
responsibility for cleanliness and repairs		naintain the shared premises in a reasonable state of leanliness; and	
and repairs	sl	rovide and maintain the agreed premises and the nared premises in a reasonable state of repair having egard to their age, character and prospective life; and	
	re	omply with any other written laws that apply in elation to the buildings in the residential park or the ealth and safety of residents of the park.	
	subclau	t limiting the park operator's obligations under use (1) the park operator must carry out any work and in the Condition report set out in Division 6.	
	Exclude this clause: ☐ Yes ☐ No		
		is not excluded, are there any modifications or the clause? ☐ Yes ☐ No	
	If yes, outline	the modification or restriction below:	
		nis clause can be modified or restricted by marking the relevant ox 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	reasona	k operator must compensate the tenant for any ble expense incurred by the tenant in making urgent to the agreed premises where —	

Schedule 2 Fixed term on-site home agreement

Division 4 General terms

		(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)		ever, the park operator is not obliged to compensate the nt 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)	the s	clause (1) applies whether or not the tenant has notice of tate of the agreed premises at the time when this ement is made.
	Exclu	de thi	is clause: ☐ Yes ☐ No
			se is not excluded, are there any modifications or 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 —	The te	enant	_
Tenant's conduct on		(a)	must not cause or permit a nuisance anywhere in the residential park; and
premises		(b)	must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.
	Exclu	de thi	is clause: □ Yes □ No
			se is not excluded, are there any modifications or to the clause? ☐ Yes ☐ No

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Fixed term on-site home agreement General terms

Schedule 2 Division 4

	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 —	nt		
	 (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.	r		
Clause 27 — Quiet enjoyment	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 i the use by the tenant of the agreed premises or the reasonabl use by the tenant of the shared premises.	n		
	(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	 The park operator must provide and maintain such locks or other devices as are necessary to ensure that the on-site hom is reasonably secure. 	e		
	The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises withou the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.	t		
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (2) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.			
	(3) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.	l		
	The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to			

	the shared premises.			
		•		
	Note 2	Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (3) or (4) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.		
	Note 3	Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.		
	Exclu	ıde this clause: ☐ Yes ☐ No		
		s clause is not excluded, are there any modifications or ctions to the clause? Yes No		
	If yes	s, outline the modification or restriction below:		
	Note 4	4: This clause can be modified or restricted by marking the relevant box above and by either —		
		 setting out the modification or restriction in the space provided below the clause; or 		
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 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		

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

		the ren	nder this agreement, where under this agreement it is payable not more frequently than once each and is to be collected at the premises; or
	(d)	the occ	purpose of inspecting the agreed premises, on casion of a rent collection referred to in aph (c), but not more frequently than once every cs; or
	(e)	repairs any rea	purpose of carrying out or inspecting necessary to or maintenance of the agreed premises, at asonable time, after giving the tenant at least ars' notice; or
	(f)	occasion ends, a	reasonable time and on a reasonable number of cons during the 21 days before this agreement after giving the tenant reasonable notice, for the se of showing the agreed premises to prospective s; or
	(g)	occasion the pur	reasonable time and on a reasonable number of ons, after giving the tenant reasonable notice, for rpose of showing the agreed premises to ctive purchasers.
	Exclude thi	s clause	e: □ Yes □ No
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No		
	If yes, outline the modification or restriction below:		
I	Note:		use can be modified or restricted by marking the relevant ove and by either —
		(a)	setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5

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Schedule 2 Fixed term on-site home agreement

Division 4 General terms

Clause 30 — Tenant's right to remove fixtures or alter premises	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: ☐ Yes ☐ No If yes — (a) the written consent of the park operator is required:			
		☐ Yes ☐ No (b) the following additional conditions apply:			
	(3) (4)	The park operator must not withhold consent unreasonably. At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises.			
	(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? \square Yes \square No				
	If yes, outline the modification or restriction below:				
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —			
		(a) setting out the modification or restriction in the space provided below the clause; or			
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 31— Provision for	(1)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises: ☐ Yes ☐ No			
assigning or	(2)	If yes —			
sub-letting the premises	, ,	(a) the written consent of the park operator is required: ☐ Yes ☐ No			
		(b) the following additional conditions apply:			

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

	(3)	If the	answe	r to subclause (2)(a) is yes —
		(a)	the par	rk operator must not unreasonably withhold nt; and
		(b)		rk operator must not make any charge for giving insent except for reasonable incidental expenses.
	Note:		provisio assignn subject	Schedule 1 clause 16(4) to the Act, the operation of a in of this agreement that purports to permit the nent of the tenant's interest under this agreement is to the operation of any other written law that prohibits or es such an assignment.
Clause 32 — Tenant's vicarious responsibility for breach of	(1) The tenant is vicariously responsible for any act or of another person who is lawfully on the agreed pr the shared premises, if the act or omission would h constituted a breach of this agreement if done or on the tenant.		erson who is lawfully on the agreed premises or remises, if the act or omission would have	
agreement	(2) Subclause (1) does not extend to a person who is lawfu the agreed premises or the shared premises but whose authority does not derive from the permission, express implied, of the tenant.			remises or the shared premises but whose es not derive from the permission, express or
	Excl	ude this clause: ☐ Yes ☐ No		
		is clause is not excluded, are there any modifications or rictions to the clause? ☐ Yes ☐ No		
	If ye	If yes, outline the modification or restriction below:		
	Note:			use can be modified or restricted by marking the relevant ove and by either —
			(a)	setting out the modification or restriction in the space provided below the clause; or
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.

Clause 33 — Repositioning of on-site home	 The park operator reserves the right to reposition the on-site home to a comparable site in the park if necessary. □ Yes □ No If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the on-site home. 			
Clause 24				
Clause 34 — Notice of	The period of notice for the termination of this agreement is:			
termination	Note 4. If notice of termination is allow-			
	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 —		
		 the State Administrative Tribunal terminates this agreement under Part 5; or 		
		 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		
		the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or the rights under this agreement of the park operator or the tenant are ended by merger.		
	Note 4:	Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 60 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.		
	Note 5:	Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.		
Clause 35 — No unilateral variation of agreement	Neither the park operator nor the tenant can vary this agreement unilaterally.			
Clause 36 —	The tenant agrees to comply with the park rules set out in			

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Fixed term on-site home agreement Schedule 2 Special terms

Park rules	Division 7 as amended by the park operator from time to time in
	accordance with regulation 21 of the regulations.

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

Division 5 — Special terms

Division 5 — Special terms			
	Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.	
	Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.	
	Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.	

Schedule 2 Fixed term on-site home agreement

Division 6 Condition report

Division 6 — Condition report

Note:

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

Division 7 — Park rules

Note:

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

Division 8 — Information sheet

Note:

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

Division 9 — Acceptance

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

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

Tenant	Tenant (1)	
signature/s	Signatory (print name)	
	Signature	
	Date Signed: \(\square\) \(\square\) \(\square\)	
	DD MM Y YY Y	
	Tenant (2)	
	Signatory (print name)	
	Signature	
	Date Signed: \(\square\) \(\square\) \(\square\)	
	DD MM Y YY Y	
	Witness*	
	Signatory (print name)	
	Signature	
	Date Signed: \(\square\) \(\square\) \(\square\)	
	DD MM Y YY Y	
	* Please note the witness cannot be the park operator or tenant.	
	Division 10 — Tenant's checklist	
	☐ I have received a copy of, and read, this agreement.	
	☐ I have noted the clauses of this agreement that have been excluded, modified or restricted.	
	☐ I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.	
	☐ I have sought, or decided not to seek, independent legal advice.	
	☐ I have signed 2 copies of Division 9.	
	Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.	

Division 1 Preliminary

Schedule 3 — Periodic site-only agreement

[r. 6]

Division 1 — Preliminary

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

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Periodic site-only agreement Preliminary Schedule 3 Division 1

	Tenants) Regulations 2007;			
	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;			
	"residential park" or "park" means the residential park referred to in clause 4;			
	 "shared premises", in relation to the residential park, means — (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;			
	"site" means the site referred to in clause 4;			
	"tenant" means the party referred to in clause 3.			
Clause 2 — Park operator /	Park operator's details (not required if managing real estate agent's details are provided below)			
managing real	First name Last name			
estate agent details	Business address			
	Suburb State DDD Postcode DDDD			
	Phone () Fax ()			
	Email address			
	Managing real estate agent's details (if applicable)			
	Name			
	Address			
	Suburb			
	Phone ()			
Clause 3	Email address			
Clause 3 — Tenant/s	Tenant/s name/s Current address			
details	Current address			
	Suburb			
	Phone () Fax ()			
	Email address			
	Place of occupation			
	Suburb State DDD Postcode DDD			
	Phone () Fax ()			
	Empil address			

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

Clause 4 — Residential park and site	(1) Park name and address
details	(2) Site location (e.g. site number or other description)
	(3) Area of site (e.g. Zm 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: \(\sum \subseteq

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

Division 2 — Rent, fees and charges

Clause 6 — Rent	 (1) Rent: \$ per □ week / □ fortnight / □ month		
		hat fees or charges for services and	
Clause 7 — Rent payment day			
Clause 8 — Method of rent payment	 □ Cash □ EFTPOS □ Direct deposit into specified financial institution □ Other (please specify) 	☐ Cheque ☐ Credit card ☐ Deduction from pension	

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Schedule 3 Division 2 Rent, fees and charges

Periodic site-onl	y agreement
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		agrees to pay before or during the first 2 weeks of the amount of:	
	Note:	Section 25 of the Act states that this amount must not be more than 2 weeks' rent.	
Clause 11 —	(1) Rent	increases allowed: ☐ Yes ☐ No	
Rent variation	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 Land Valuers Licensing Act 1978.	
	(3) Whe	n the rent may be varied:	

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

	N	ada Oakaad Ia dada aa daga aada (O) Ia Iba Aad
		(a) if it is the practice of the park operator to review the rent payable by long-stay tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;
	((b) the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.
Clause 12 —	(1) The tens	ant is not required to pay —
No accelerated	(a) ar	y rent remaining payable under this agreement; or
rent and liquidated	(b) re	nt of an increased amount; or
damages	(c) ar	amount by way of penalty; or
	(d) ar	amount by way of liquidated damages,
	for any law.	breach of this agreement, the Act or any other written
	Note 1: Ur be	nder Schedule 1 clause 18(1) to the Act, this agreement would evoid to the extent that it provided for any such payment.
	rebate, i	ant is not entitled to any reduction in rent, or any refund or other benefit, because the tenant has not d this agreement, the Act or another written law.
	an be	nder Schedule 1 clause 18(2) to the Act, if in this agreement y reduction, rebate, refund or other benefit were expressed to dependant on compliance with this agreement, the Act or other written law —
		(a) this agreement would be taken to be varied from the commencement of the tenancy; and
		(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.
Clause 13 —	4 weeks' rent	
Security bonds	Security device	
	(not more than	,
	Fumigation (c (not more than	E /
	Total	
		ection 21(2) of the Act specifies the maximum amount for the curity bonds relating to security devices and pets (\$100 each).

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

Clause 14 — Charges for additional residents	(1)	Charge for each person residing on the agreed premises in addition to the number of persons who may use a relocatable home on the site as their principal place of residence, specified in clause $4A(1)$: \$ per \square night $/$ \square week $/$ \square fortnight $/$ \square month
		(Please tick applicable period)
	(2)	Clause 1 of the information sheet set out in Division 8 gives information about who will be considered to be an additional
		person residing on the agreed premises.
		State any other provision applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.
	Note 1:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
		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.
	Exclu	de this clause: ☐ Yes ☐ No
	Note 4:	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

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

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

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Periodic site-only agreement Schedule 3

Table of fees and charges for services and utilities

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

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

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

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

Division 4 General terms

Division 4 — General terms

Clause 17 — Children	Children allowed to live on the agreed premises: ☐ Yes ☐ No Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless — (a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or (b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.		
Clause 18 —	Pets allowed: ☐ Yes ☐ No		
Keeping of pets	Type and number of pets allowed:		
	Note: The keeping of pets is subject to any local government laws for		
	Note: The keeping of pets is subject to any local government laws for the relevant district.		
Clause 19 — Shared premises	(1) Specify any premises the tenant will share with other tenants at the park.		
	(2) Specify any restrictions on the access to those premises.		
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.		
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.		
	Exclude this clause: ☐ Yes ☐ No		
	If this clause is not excluded, are there any modifications or		

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Periodic site-only agreement
General terms

Schedule 3

Division 4

	restrictions to the clause? ☐ Yes ☐ No If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant box above and by either — (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	 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. In this clause — "impediment" means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge. Exclude this clause: Yes No 			
	If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No			
	If yes, outline the modification or restriction below:			
	Note: This clause can be modified or restricted by marking the relevant box above and by either —			
	(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	The tenant must keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness.			

Periodic site-only agreement Schedule 3

Division 4 General terms

	Exclude this clause: ☐ Yes ☐ No				
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No				
	If yes, outline the modification or restriction below:				
	, .,				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	 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:				
	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.				

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Periodic site-only agreement General terms Schedule 3

Division 4

Clause 24 —	(1)	The p	park operator must —
Park operator's		(a)	provide the agreed premises and the shared premises in a reasonable state of cleanliness; and
responsibility for cleanliness and repairs		(b)	maintain the shared premises in a reasonable state of cleanliness; and
and repairs		(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)	subcl	out limiting the park operator's obligations under lause (1) the park operator must carry out any work fied in the Condition report set out in Division 6 are 3.
	Exclı	ide thi	is clause: □ Yes □ No
	If this	s claus	se is not excluded, are there any modifications or
			to the clause? □ Yes □ No
	If yes	, outli	ne the modification or restriction below:
	•••••	••••••	
	Note:		This clause can be modified or restricted by marking the relevant box above and by either —
			 setting out the modification or restriction in the space provided below the clause; or
			(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 25 — Compensation where tenant	(1)	reaso	park operator must compensate the tenant for any onable expense incurred by the tenant in making urgent rs to the agreed premises where —
sees to repairs		(a)	the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and
		(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)	How	ever, the park operator is not obliged to compensate the

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tenant unless -

Schedule 3 Periodic site-only agreement

Division 4 General terms

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

	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		 setting out the modification or restriction in the space provided below the clause; or
	(b) Division 5" a	if there is insufficient space below the clause, writing "Refer to and setting out the modification or restriction in Division 5.
Clause 27 — Quiet enjoyment	prei pers	tenant has a right to quiet enjoyment of the agreed mises without interruption by the park operator or any son claiming by, through or under the park operator or ing superior title to that of the park operator.
	with the	park operator must not cause or permit any interference in the reasonable peace, comfort or privacy of the tenant in use by the tenant of the agreed premises or the reasonable by the tenant of the shared premises.
	the cause	park operator must take all reasonable steps to enforce obligation of any other tenant of the park operator not to se or permit any interference with the reasonable peace, afort or privacy of the tenant in the use by the tenant of agreed premises or the shared premises.
Clause 28 — Locks	dev the befo	tenant will not alter, remove or add any lock or similar ice to the agreed premises or the shared premises without consent of the park operator given at, or immediately ore, the time that the alteration, removal or addition is ried out.
	Note 1:	Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	sim belo at, o	e park operator will not alter, remove or add any lock or ilar device to the agreed premises or to anything that ongs to the tenant without the consent of the tenant given or immediately before, the time that the alteration, loval or addition is carried out.
	sim the	park operator will not alter, remove or add any lock or ilar device to the shared premises without first notifying tenant and providing the tenant with a means of access to shared premises.
	Note 2:	Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3:	Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.

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Schedule 3 Periodic site-only agreement

Division 4 General terms

	Exclude	this clause: ☐ Yes ☐ No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No				
	If yes, outline the modification or restriction below:				
	Note 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	ot! in	e park operator may enter the agreed premises and any her premises occupied by the tenant under this agreement, cluding any relocatable home or other structure provided 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) Th	e 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			

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Periodic site-only agreement
General terms

Schedule 3

Division 4

		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? \square Yes \square No					
	If yes	, outline the modification or restriction below:					
	•••••						
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —					
		 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	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: ☐ Yes ☐ No					
fixtures or	(2)	If yes —					
alter premises		(a) the written consent of the park operator is required:☐ Yes ☐ No					
		(b) the following additional conditions apply:					
	(2)	The second of th					
	(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: \square Yes \square No					
	(4)	If yes —					
		(a) the written consent of the park operator is required: ☐ Yes ☐ No					
		(b) the following additional conditions apply:					

Schedule 3 Periodic site-only agreement
Division 4 General terms

	(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.					
	Exclu	ıde this clause: ☐ Yes ☐ No					
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No						
	If yes	s, outline the modification or restriction below:					
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —					
		(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	(1)	Tenant permitted to sell a relocatable home owned by the tenant on the site: \square Yes \square No					
relocatable home	(2)	If yes, state any restrictions which apply in relation to the size and placement of any "for sale" sign on the relocatable home or elsewhere in the park.					
	(3)	State any other restrictions which affect the sale of the					

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	(4)		tenant is not required to nominate the park operator as selling agent in relation to the sale of the relocatable se.		
Clause 32 — Provision for	(1)		tenant may assign his or her interest under this ement or sub-let the agreed premises: Yes No		
assigning or	(2)	If ye	es —		
sub-letting the premises		(a)	the written consent of the park operator is required: \square Yes \square No		
		(b)	the following additional conditions apply:		
		•••••			
	(3)		e answer to subclause (2)(a) is yes —		
	(3)	(a)	the park operator must not unreasonably withhold		
		(a)	consent; and		
		(b)	the park operator must not make any charge for giving the consent except for reasonable incidental expenses.		
	Note:		Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.		
Clause 33 —	(1)		tenant is vicariously responsible for any act or omission		
Tenant's			nother person who is lawfully on the agreed premises or		
vicarious responsibility			shared premises, if the act or omission would have stituted a breach of this agreement if done or omitted by		
for breach of			enant.		
agreement	(2)	the a	clause (1) does not extend to a person who is lawfully on agreed premises or the shared premises but whose ority does not derive from the permission, express or		
			lied, of the tenant.		
	Excl		is clause: □ Yes □ No		
	If thi	s clau	se is not excluded, are there any modifications or s to the clause? Yes No		
	If ye	s, outl	ine the modification or restriction below:		

Schedule 3 Periodic site-only agreement

Division 4 General terms

		ause can be modified or restricted by marking the relevant bove and by either — setting out the modification or restriction in the space provided below the clause; or if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or
Clause 34 — Repositioning of relocatable home	relocatable necessary: (2) If yes, the p	restriction in Division 5. Decrator reserves the right to reposition the tenant's home to a comparable site in the park if Yes No Dark operator must pay for all the tenant's esulting from any repositioning of the relocatable
Clause 35 — Notice of termination	Note 1: If notice (a) (b) section when the	by the park operator under Part 3 Division 2 of the Act; or by the tenant under Part 3 Division 3 of the Act, an 33(1) of the Act provides that this agreement terminates the above period of notice has expired and the tenant has vacant possession of the agreed premises to the park or.
	agreer (a) (b) (c) (d) (e) (f) Note 3: Section terminivacant	n 33(3) of the Act provides that in any other case, this ment ends when — the State Administrative Tribunal terminates this agreement under Part 5; or a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or a mortgagee of the agreed premises takes possession of the premises under the mortgage; or the tenant abandons the agreed premises; or the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or the rights under this agreement of the park operator or the tenant are ended by merger. Ins 41 and 42 state that, if the park operator gives notice of ation, the notice must specify that the tenant is to give it possession of the agreed premises to the operator at 80 days after the day on which the notice is given.

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Special terms

	Note 4: Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given.
Clause 36 — No unilateral variation of agreement	Neither the park operator nor the tenant can vary this agreement unilaterally.
Clause 37 — Park rules	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.

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

Division 5 — Special terms

Division 5 — Special terms		
	Note 1:	If a term set out in this Division (a "special term") is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
	Note 2:	If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a "prescribed term"), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.
	Note 3:	Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

Schedule 3 Periodic site-only agreement **Division 6** Condition report

Division 6 — Condition report

Note:

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

Division 7 — Park rules

Note:

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

Division 8 — Information sheet

Note:

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

Division 9 — Acceptance

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

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Extract from www.slp.wa.gov.au, see that website for further information

Periodic site-only agreement Acceptance

Schedule 3 Division 9

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

Schedule 3 Periodic site-only agreement

Division 10 Tenant's checklist

Division 10 — Tenant's checklist					
		I have received a copy of, and read, this agreement.			
		I have noted the clauses of this agreement that have been excluded, modified or restricted.			
		I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.			
		I have sought, or decided not to seek, independent legal advice. I have signed 2 copies of Division 9.			
	Note				

Schedule 4 — Fixed term site-only agreement

[r. 7]

Division 1 — Preliminary

	Division 1 Tremmary					
Introduction	(1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.					
	(2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.					
Notes to	This agreement is in 10 Divisions:					
tenants	Division 1 — Preliminary					
	Division 2 — Rent, fees and charges					
	Division 3 — Table of fees and charges for services and utilities					
	Division 4 — General terms					
	Division 5 — Special terms					
	Division 6 — Condition report					
	Division 7 — Park rules					
	Division 8 — Information sheet					
	Division 9 — Acceptance					
	Division 10 — Tenant's checklist					
	Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.					
	If you need general information about renting at a residential park —					
	• call the Consumer Protection Contact Centre: 1300 30 40 54					
	visit the Department of Commerce's website: www.commerce.wa.gov.au					
	WARNING					
	This is a long-stay agreement for a fixed term.					
	You could be given 180 days notice to vacate the site if the park is being sold, but compensation is payable by the park operator for losses incurred.					
Clause 1 —	In this agreement, unless the contrary intention appears —					
Terms used in this agreement	"Act" means the Residential Parks (Long-stay Tenants) Act 2006;					
	"agreed premises" means the site, any structures on the site					
	that are provided by the park operator and that the tenant is					
	entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this					
	agreement for the exclusive use of the tenant;					
	"Division" means a Division of this agreement;					
	"park operator" means the party referred to in clause 2;					
	"regulations" means the Residential Parks (Long-stay Tenants) Regulations 2007;					

Schedule 4 Fixed term site-only agreement
Division 1 Preliminary

	"relocatable home", in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;					
	"residential park" or "park" means the residential park referred to in clause 4;					
	"shared premises", in relation to the residential park, means —					
	(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;					
	"site" means the site referred to in clause 4;					
	"tenant" means the party referred to in clause 3.					
Clause 2 — Park operator /	Park operator's details (not required if managing real estate agent's details are provided below)					
managing real	First name					
estate agent	Business address					
details	Suburb State DDD Postcode DDD					
	Phone () Fax ()					
	Email address					
	Managing real estate agent's details (if applicable)					
	Name					
	Address					
	Suburb State DDD Postcode DDD					
	Phone () Fax ()					
	Email address					
Clause 3 — Tenant/s	Tenant/s name/s Current address					
details	Current address					
	Suburb					
	Phone () Fax ()					
	Email address					
	Place of occupation					
	Suburb State $\square\square$ Postcode $\square\square\square$					
	Phone () Fax ()					
	F 9 . 11					

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

Clause 4 — Residential park and site	(1) Park name and address
details	(2) Site location (e.g. site number or other description)
	(3) Area of site (e.g. Zm ² or X metres by Y metres)
Clause 4A — Number of residents allowed	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	D D M M Y Y Y
agreement	Termination date:

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

Division 2 — Rent, fees and charges

Clause 6 — Rent	(1) Rent: \$ per □ week / □ fortnight / □ month (Please tick applicable period)				
	(2)	An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in 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	Rent payment day				
day					
Clause 8 —		Cash		Cheque	
Method of rent payment		EFTPOS		Credit card	
	;	Direct deposit into specified financial institution		Deduction from pension	

Schedule 4 Fixed term site-only agreement Division 2 Rent, fees and charges

	☐ Other (please specify)						
Clause 9 — Location of rent payment		re rent must be paid: (e.g. at the park's office, at the park financial institution)					
Clause 10 — Rent in advance		agrees to pay before or during the first 2 weeks of the amount of:					
	Note:	Section 25 of the Act states that this amount must not be more than 2 weeks' rent.					
Clause 11 —	(1) Rent	t increases allowed: ☐ Yes ☐ No					
Rent variation	(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</i> <i>Statistics Act 1975</i> of the Commonwealth); or					
	(b)	percentage increase on current rent; or					
	(c)	review on a market rent basis).					
	Note 1:	Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates.					
	Note 2:	Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.					
	Note 3:	Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the Land Valuers Licensing Act 1978.					
	(3) Whe	en the rent may be varied:					

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

		•••••				
	Note 4:	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 notice of that schedule before the making of this agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;			
		(b)	the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.			
Clause 12 —	(1) The	tenant i	s not required to pay —			
No accelerated rent and	(a)	any re	nt remaining payable under this agreement; or			
liquidated	(b)	rent of	f an increased amount; or			
damages	(c)	an am	ount by way of penalty; or			
	(d)	(d) an amount by way of liquidated damages,				
	for a law.	-	ch of this agreement, the Act or any other written			
	Note 1:	Under	Schedule 1 clause 18(1) to the Act, this agreement would to the extent that it provided for any such payment.			
	reba	ite, refur	s not entitled to any reduction in rent, or any and or other benefit, because the tenant has not a sagreement, the Act or another written law.			
	Note 2:	any red be dep	Schedule 1 clause 18(2) to the Act, if in this agreement luction, rebate, refund or other benefit were expressed to endant on compliance with this agreement, the Act or written law —			
		(a)	this agreement would be taken to be varied from the commencement of the tenancy; and			
		(b)	the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.			
Clause 13 —	4 weeks' r	ent				
Security bonds	Security do		00)			
	Fumigation		,			
	(not more		- ·			
	Total					
	Note:		21(2) of the Act specifies the maximum amount for the bonds relating to security devices and pets (\$100 each).			

Schedule 4 Fixed term 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): \$
	(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	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.
	Exclu	ude this clause: ☐ Yes ☐ No
	Note 4	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

 $Extract\ from\ www.slp.wa.gov.au,\ see\ that\ website\ for\ further\ information$

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

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

Schedule 4 Fixed term site-only agreement

Table of fees and charges for services and utilities

Note:		ause can be modified or restricted by marking the relevove 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 restriction in Division 5

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

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

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

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Division 4 — General terms

Clause 17 —	Children allowed to live on the agreed premises: \square Yes \square No
Children	Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —
	(a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or
	(b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.
Clause 18 —	Pets allowed: ☐ Yes ☐ No
Keeping of pets	Type and number of pets allowed:
	Note: The leaving of sets is subject to any lead any second for
	Note: The keeping of pets is subject to any local government laws for the relevant district.
Clause 19 — Shared	(1) Specify any premises the tenant will share with other tenants at the park.
premises	
	(2) Specify any restrictions on the access to those premises.
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.
Clause 20 —	Vacant possession of the agreed premises will be given to the
Vacant	tenant on the day on which the tenant is entitled under this
possession	agreement to take up occupation of the agreed premises.
	Exclude this clause: ☐ Yes ☐ No If this clause is not excluded, are there any modifications or
	restrictions to the clause? \square Yes \square No

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Division 4 General terms

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

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Fixed term site-only agreement

General terms

Schedule 4

Division 4

	If yes, outline the modification or restriction below:					
		•••••				
		•••••				
		•••••				
	Note:			use can be modified or restricted by marking the relevant ove and by either —		
			(a)	setting out the modification or restriction in the space provided below the clause; or		
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 23 — Responsibility for damage	(1)	perm		nust not intentionally or negligently cause or ge to the agreed premises or the shared		
	(2)			nust notify the park operator, as soon as out in any case within 3 days, of any damage —		
		(a)	to the	site or to any fittings or fixtures on the site; or		
		(b)	to the	exterior of the relocatable home on the site.		
	Exclude this clause: ☐ Yes ☐ No					
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No					
	If yes	If yes, outline the modification or restriction below:				
	Note:			use can be modified or restricted by marking the relevant ove and by either —		
			(a)	setting out the modification or restriction in the space provided below the clause; or		
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.		
Clause 24 —	(1)	The	park op	erator must —		
Park operator's		(a)		e the agreed premises and the shared premises in onable state of cleanliness; and		
responsibility for cleanliness and repairs		(b)		in the shared premises in a reasonable state of ness; and		
ши геранз		(c)	shared	e and maintain the agreed premises and the premises in a reasonable state of repair having to their age, character and prospective life; and		

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	If this	(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. 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. Ide this clause: □ Yes □ No Is clause is not excluded, are there any modifications or ections to the clause? □ Yes □ No Is 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.
	(3)	 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. 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.

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

	Exclude this clause: ☐ Yes ☐ No					
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No					
	If yes, out	line the	modification or restriction below:			
	Note:		ause can be modified or restricted by marking the relevant ove and by either —			
		(a)	setting out the modification or restriction in the space provided below the clause; or			
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			
Clause 26 —	The tenant	:—				
Tenant's conduct on	(a)	must not cause or permit a nuisance anywhere in the residential park; and				
premises	(b)	(b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.				
	Exclude this clause: ☐ Yes ☐ No					
	If this clause is not excluded, are there any modifications or restrictions to the clause? ☐ Yes ☐ No					
	If yes, outline the modification or restriction below:					
	Note:		ause can be modified or restricted by marking the relevant ove and by either —			
		(a)	setting out the modification or restriction in the space provided below the clause; or			
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			

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Clause 27 — Quiet enjoyment	prer pers have (2) The with the	tenant has a right to quiet enjoyment of the agreed mises without interruption by the park operator or any son claiming by, through or under the park operator or ing superior title to that of the park operator. park operator must not cause or permit any interference in the reasonable peace, comfort or privacy of the tenant in use by the tenant of the agreed premises or the reasonable by the tenant of the shared premises.
	(3) The the cause com	park operator must take all reasonable steps to enforce obligation of any other tenant of the park operator not to se or permit any interference with the reasonable peace, afort or privacy of the tenant in the use by the tenant of agreed premises or the shared premises.
Clause 28 — Locks	dev the befo	tenant will not alter, remove or add any lock or similar ice to the agreed premises or the shared premises without consent of the park operator given at, or immediately ore, the time that the alteration, removal or addition is ied out.
	Note 1:	Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	simbelo at, o	park operator will not alter, remove or add any lock or ilar device to the agreed premises or to anything that ongs to the tenant without the consent of the tenant given or immediately before, the time that the alteration, oval or addition is carried out.
	sim the	park operator will not alter, remove or add any lock or ilar device to the shared premises without first notifying tenant and providing the tenant with a means of access to shared premises.
	Note 2:	Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3:	Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.
	Exclude th	nis clause: ☐ Yes ☐ No
		se is not excluded, are there any modifications or s to the clause? ☐ Yes ☐ No
		line the modification or restriction below:

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

	Note:			se can be modified or restricted by marking the relevant re 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)	othe inclu	r premise	rator may enter the agreed premises and any is occupied by the tenant under this agreement, relocatable home or other structure provided
		(a)		e consent of the tenant given at, or immediately the time of entry; or
		(b)	at any t	ime in an emergency.
	(2)	The		rator may enter the agreed premises —
		(a)	where t	ng at least 24 hours' written notice to the tenant he park operator requires access to meet the erator's obligations under this Act or to inspect and maintenance to the site; or
		(b)	notice g	y and at a reasonable time specified in a written given to the tenant at least 7 and not more than in advance, for the purpose of inspecting the es or for any other purpose; or
		(c)	rent und	easonable time for the purpose of collecting the der this agreement, where under this agreement is payable not more frequently than once each and is to be collected at the premises; or
		(d)	the occ	purpose of inspecting the agreed premises, on asion of a rent collection referred to in ph (c), but not more frequently than once every s; or
		(e)	repairs any rea	purpose of carrying out or inspecting necessary to or maintenance of the agreed premises, at sonable time, after giving the tenant at least 's' notice; or
		(f)	occasio ends, at	easonable time and on a reasonable number of ns during the 21 days before this agreement are giving the tenant reasonable notice, for the e of showing the agreed premises to prospective or
		(g)	at any r	easonable time and on a reasonable number of

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	If thi restri	occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers. ude this clause: Yes No s clause is not excluded, are there any modifications or ictions to the clause? Yes No s, outline the modification or restriction below:
	Note:	This clause can be modified or restricted by marking the relevant
		box above and by either — (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	(1)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: ☐ Yes ☐ No
fixtures or alter premises	(2)	If yes — (a) the written consent of the park operator is required: ☐ Yes ☐ No (b) the following additional conditions apply:
	(3)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: ☐ Yes ☐ No
	(4)	If yes — (a) the written consent of the park operator is required: ☐ Yes ☐ No
		(b) the following additional conditions apply:
	(5)	
	(5)	The park operator must not withhold consent unreasonably. At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that

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

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

Schedule 4 Fixed term site-only agreement

Division 4 General terms

	(4)	The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.
Clause 32 — Provision for	(1)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises: ☐ Yes ☐ No
assigning or	(2)	If yes —
sub-letting the premises		(a) the written consent of the park operator is required: ☐ Yes ☐ No
		(b) the following additional conditions apply:
	(3)	If the answer to subclause (2)(a) is yes —
		(a) the park operator must not unreasonably withhold consent; and
		(b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.
	Note:	Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant's interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.
Clause 33 — Tenant's vicarious responsibility for breach of	(1)	The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted by the tenant.
agreement	(2)	Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.
	Excl	ude this clause: ☐ Yes ☐ No
		s clause is not excluded, are there any modifications or actions to the clause? Yes No
	If ye	s, outline the modification or restriction below:

Fixed term site-only agreement

General terms

Schedule 4

Division 4

	Note:	This clause can be modified or restricted by marking the relevant box above and by either —					
		 setting out the modification or restriction in the space provided below the clause; or 					
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.					
Clause 34 — Repositioning of relocatable	relo	e park operator reserves the right to reposition the tenant's ocatable home to a comparable site in the park if essary. \square Yes \square No					
home	exp	(2) If yes, the park operator must pay for all the tenant's expenses resulting from any repositioning of the relocatable home.					
Clause 35 —	The perio	d of notice for the termination of this agreement is:					
Notice of termination	Nata di	Marker of termination in vivos					
	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:						
		(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					
		 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					
		 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.					

Schedule 4 Fixed term site-only agreement Special terms

	Note 4: Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.
	Note 5: Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.
Clause 36 — No unilateral variation of agreement	Neither the park operator nor the tenant can vary this agreement unilaterally.
Clause 37 — Park rules	The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.

[Division 4 amended in Gazette 5 Jul 2011 p. 2818.]

Division 5 — Special terms

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

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Division 6 — Condition report

Note: In this Division the park operator should set out the condition report

prescribed under regulation 8(1)(b) and (2) and Schedule 5 clauses 2, 3

and 4 of the regulations.

Division 7 — Park rules

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

residential park.

Division 8 — Information sheet

In this Division the park operator should set out the information sheet Note:

prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

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Schedule 4 Fixed term site-only agreement

Division 9 Acceptance

Division 9 — Acceptance

Park operator / managing real	By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.						
estate agent	Park operator / managing real estate agent						
signature/s	Signatory (print name)						
	Signature						
	Date Signed: \(\square\) \(\square\) \(\square\)						
	DD MM Y YY Y						
	Witness*						
	Signatory (print name)						
	Signature						
	Date Signed: □□/□□/□□□□						
	DD MM Y YY Y						
	* Please note the witness cannot be the park operator or tenant.						
Tenant	Tenant (1)						
signature/s	Signatory (print name)						
	Signature						
	Date Signed: □□/□□/□□□□						
	DD MM Y YY Y						
	Tenant (2)						
	Signatory (print name)						
	Signature						
	Date Signed: □□/□□/□□□□						
	DD MM Y YY Y						
	Witness*						
	Signatory (print name)						
	Signature						
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$						
	DD MM Y YY Y						
	* Please note the witness cannot be the park operator or tenant.						
Cooling off period	Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —						
P	 (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						

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Fixed term site-only agreement Schedule 4 Tenant's checklist **Division 10**

Division 10 — Tenant's checklist

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

Schedule 5 — Condition report

[r. 8(1)]

1. On-site home

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										

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

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

				В	Bedroom	1				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										
Blinds/ curtains										

				В	Bedroom	1				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	${ m U}$ ndamaged	Working	Tenant agrees	Comments	Clean	${ m U}$ ndamaged	Working	Tenant agrees	Comments
Lights/ power points										
Floor coverings			N/A						N/A	
Other										

				E	Bedroom	2				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Walls/ ceiling			N/A					N/A		
Doors/ windows										

						_				
					Bedroom	2				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	1
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

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

				E	Bedroom	3				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					N/A		
Other										

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

				I	Bathroon	1				
	(Condition	at comm	encemen	t		Conditi	on at tern	nination	T
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Shower screen										
Wash basin										
Tiling			N/A					V/A		
Mirror/ cabinet										
Towel rails			N/A					N/A		
Toilet										
Other										

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

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

	General									
	(Condition	at comm	encemen	t	Condition at termination				
	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments
Concreted or paved areas			N/A					N/A		
Annexe/ verandah			N/A					N/A		
Carport/ space			N/A					N/A		
Other										

2. Site

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

	Exclusive facilities									
	(Condition	at comm	encemen	t	Condition at termination				
(Specify facilities)	Clean	Undamaged	Working	Tenant agrees	Comments	Clean	Undamaged	Working	Tenant agrees	Comments

3. Specific work to be undertaken by park operator

(Cross out if not needed)

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

(2) The park operator agrees to complete the	e work by:
Signatures	
At commencement	At termination
Park operator / managing real estate agent:	Park operator / managing real estate agen
Tenant 1:	Tenant 1:
Tenant 2:	Tenant 2:

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. Note:

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

	dditional persons residing on a temporary basis remises	[r. 9(1)(a s on the agreed
(1)	Are tenants required to pay charges for persons residing on a temporary basis on the agreed premises?	□ Yes □ No
(2)	Tenants are not required to pay charges for additional persons residing on the agreed premises unless the number of persons residing on the agreed premises at a particular time exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the agreement.	
(3)	If charges are payable under subclause (1) specify —	
	(a) when a person is to be considered to be residing on the agreed premises for the purposes of the agreement;	
	(b) any time of the year when the charges will not be payable;	
	(c) whether charges for additional residents are payable only after a certain period of time.	
	If yes, specify the period:	
	(d) whether charges for additional residents are payable if the agreed premises have their own bathroom and toilet?	□ Yes □ No
[0	Clause 1 inserted in Gazette 5 Jul 2011 p. 2818-19.	J

2. Services and utilities

What services and utilities are provided to tenants?

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

cl. 3

..... **3.** Pets ☐ Yes ☐ No Are pets allowed? 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 ☐ Yes ☐ No premises? (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 Do any other conditions apply? (3) ☐ Yes ☐ No 7. Restrictions on use of site Are there any restrictions about what can be ☐ Yes ☐ No placed on the site?

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Extract from www.slp.wa.gov.au, see that website for further information

Schedule 6 Information sheet (on-site home agreement)

cl. 8

8.		Insurance requirements	
	(1)	Are there any requirements regarding insurance?	□ Yes □ No
	(2)	If yes, what are these requirements?	
9.		Requirements on tenants regarding gardening m	aintananaa
7.		Are there any requirements upon the tenants	aintenance
		regarding gardening maintenance?	□ Yes □ No
		6	
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.		lditional persons residing on a temporary basis emises	on the agreed
	(1)	Are tenants required to pay charges for persons residing on a temporary basis on the agreed premises?	□ Yes □ No
	(2)	Tenants are not required to pay charges for additional persons residing on the agreed premises unless the number of persons residing on the agreed premises at a particular time exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the agreement.	
	(3)	If charges are payable under subclause (1) specify —	
		(a) when a person is to be considered to be residing on the agreed premises for the purposes of the agreement;	
		(b) any time of the year when the charges will not be payable;	
		(c) whether charges for additional residents are payable only after a certain period of time.	

.....

(d) whether charges for additional residents are payable if the agreed premises have their own bathroom and toilet?

☐ Yes ☐ No

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

If yes, specify the period:

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Schedule 7 Information sheet (site-only agreement)

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) (2)	Are shared premises provided at the park? If yes, what are these shared premises?	□ Yes □ No
	(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 other the agreed premises	wise assigning
	(1)	Is a tenant permitted —	
		 to sell a relocatable home owned by the 	

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☐ Yes ☐ No

tenant on the site?

		• 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 ma	aintenance
		Are there any requirements upon the tenants	
		regarding gardening maintenance?	□ Yes □ No
10.		Park liaison committee	
	(1)	Is there a park liaison committee?	☐ Yes ☐ No
	(2)	If yes —	
		• what are its functions?	
		• what are its procedures?	

<u>cl. 10</u>

.....

Information sheet (site-only agreement)

Residential Parks (Long-stay Tenants) Regulations 2007

Schedule 7

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.
- Fees for the cleaning of the gutters on the relocatable home in which 11. the tenant resides.
- When a tenant is selling a relocatable home owned by the tenant on 12. the site and the park operator is not the appointed selling agent, a fee for screening the suitability of prospective purchasers of the relocatable home.

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

Schedule 9 Default notice

Division 1 Termination for non-payment of rent

Schedule 9 — Default notice

[r. 12]

Ι)iv	ision	1	 Τ	'erminati	ion i	for	non-	pay	vment	: of	re	nt
		_,		_						,			

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement.
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Commerce recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.
Note to tenant	If you receive this notice you should check whether you are in arrears in rent payments. If rent is not outstanding, you should provide proof of the payment of that rent to the park operator.
	If rent is outstanding, it must be paid by the date specified in this notice otherwise the park operator may give you a notice of termination.
	If you need help please contact a community legal centre or the Department of Commerce 1300 30 40 54.
Park operator / managing real estate agent	Name
details	Suburb State DDD Postcode DDDD
Tenant/s details	Name
	Suburb State DDD Postcode DDDD
Residential park and site	Park name and address
details	Site location (e.g. site number or other description)
Details of rent arrears	Date rent was due: D D MM Y Y Y Y
	Amount of rent due:
	If rent is owed for multiple periods, specify those periods below:

Extract from www.slp.wa.gov.au, see that website for further information

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

Termination for other breach of agreement

Key dates	When rent	t must be paid by:	
			D D M M Y Y Y Y
	Note 1:	If the tenant does not pay the rent by the above date, the operator / managing real estate agent may give to the tenotice of termination.	
	Note 2:	Under the Residential Parks (Long-stay Tenants) Act 2006 section 39(4)(a), the above date must be at least 14 days after the day on which this notice is given to the tenant.	
	Date of th	is notice:	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
Park operator / managing real estate agent signature	Signature Name (please print)		
0	Date signe	ed:	

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

Division 2 — Termination for other breach of agreement

Division 2	1 crimination for other breach of agreement
Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has breached a term of a long-stay agreement (except a term for the payment of rent).
Note to park operator / managing real estate agent	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. The Department of Commerce recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.
Note to tenant	If you receive this notice you should check whether you have in fact breached the agreement. If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter. If you have breached the agreement, you must remedy that breach by the date specified in this notice otherwise the park operator may give you a notice of termination. If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.
Park operator / managing real estate agent details	Name

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Extract from www.slp.wa.gov.au, see that website for further information

Schedule 9 Default notice

Division 2 Termination for other breach of agreement

Tenant/s details	Address			
			State DDD Postcode DDDD	
Residential park and site	Park name	and address		
details	Site location	on (e.g. site number or o	other description)	
		······		
Breach details	Date of bro	each of agreement:	$ \Box\Box/\Box\Box/\Box\Box\Box\Box $ D D MM Y Y Y Y	
	Nature of breach (Provide short description, specifying what condition of the agreement has been breached. Attach additional pages if required.)			
	TT. d. t.			
	How the bi	reach may be remedied	:	
Key dates	When breach must be remedied by: \(\square\text{\pi} \square \square\text{\pi} \squ			
	Note 1:		nedy the breach by the above date, the real estate agent may give to the tition.	
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 40(3), the above date must be at least 14 days after the day on which this notice is given to the tenant.			
	Date of the	is notice:		

Default notice

Termination for other breach of agreement Division 2

Park operator / managing real		
estate agent signature	Date signed:	
Signatul C		D D M M Y Y Y Y

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

Termination by park operator

Schedule 10 — Notice of termination

[r. 13]

Division 1 — Termination by park operator

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

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach.			
	This notice can require vacant possession of the agreed premises before the last day of —			
	the term of a fixed term tenancy; or			
	a period of a periodic tenancy,			
	as the case may be.			
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.			
managing real estate agent	The Department of Commerce recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.			
Note to tenant	If you receive this notice you should check whether you have in fact breached the agreement.			
	If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.			
	If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.			
	If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.			
Park operator /	Name			
managing real	Address			
estate agent	1 Kidi Coo			
details	Suburb State DDD Postcode DDD			
	State LLL Fostcode LLLL			
Tenant/s	Name			
details	Address			
	Suburb State DDD Postcode DDD			
Residential park and site	Park name and address			
details	Site location (e.g. site number or other description)			

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Notice of termination Schedule 10 Termination by park operator Division 1

Date rent	was due:		
		D D M M Y Y Y Y	
Amount of	rent due:		
(Attach ad	ditional magazif rant is a	aved for multiple periods)	
(Attach ad	ditional pages if rent is o	wed for multiple periods.)	
Date of de	fault notice:		
		D D MM Y Y Y Y	
Note 1:	previously been given to the	nay be issued if a default notice has e tenant requiring payment of ent is not paid in full on or before the t notice.	
Vacant po	ossession required by:	$\square\square/\square\square/\square\square\square\square$ D D MM Y Y Y Y	
Note 2:	The tenant will still be liable and fees after vacant posse	e for any outstanding rent, charges ession is given.	
Note 3:	section 39(4)(b), the above	s (Long-stay Tenants) Act 2006 date must be at least 7 days after ault notice as the day by which the d.	
Note 4:	section 39(4)(c), if the park State Administrative Tribun relation to this notice, the a	s (Long-stay Tenants) Act 2006 operator makes an application to the al under section 66 of that Act in pplication may be heard and is paid in full before the time set ation.	
Date of th	is notice:		
Signature .			
_			
•	•		
Date signe	ed:	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	
	Amount of (Attach add) Date of de Note 1: Vacant po Note 2: Note 3: Note 4: Date of the Signature Name (ples	previously been given to the outstanding rent, and the redate specified in the default Vacant possession required by: Note 2: The tenant will still be liable and fees after vacant posses. Note 3: Under the Residential Park section 39(4)(b), the above the day specified in the defirent was required to be pair. Note 4: Under the Residential Park section 39(4)(c), if the park State Administrative Tribun relation to this notice, the a determined even if the rent	

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

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Notice of termination
Termination by park operator

Division 1

Breach details	Date rent	was due:			
			D D M M Y Y Y Y		
	Amount of	f rent due:			
	(Attach ad	owed for multiple periods.)			
Key dates	Vacant po	ssession required by:	$\Box\Box/\Box\Box/\Box\Box\Box\Box$ D D MM Y Y Y Y		
	Note 1:	The tenant will still be liable and fees after vacant poss	e for any outstanding rent, charges session is given.		
	Note 2:		ks (Long-stay Tenants) Act 2006 e date must be at least 7 days after ee is given to the tenant.		
	section 39(5)(b) State Administra relation to this n application if the application are b		Residential Parks (Long-stay Tenants) Act 2006 5)(b), if the park operator makes an application to the nistrative Tribunal under section 66 of that Act in his notice, the park operator must withdraw the if the rent and the amount of the filing fee for the are both paid in full more than 24 hours before the wn for hearing the application.		
	Date of th	is notice:			
			D D M M Y Y Y Y		
Park operator /	Signatura				
managing real	_				
estate agent	•	. ,			
signature	Date signe	ed:			
			D D M M Y Y Y Y		
C-1. 1''' 2	Т				
Subdivision 3	— 1 erm	ination for other b	reach of agreement		
Purpose of this notice	has breache of rent) AND	ed a term of a long-stay agree	gent may issue this notice if a tenant ement (except a term for the payment ng real estate agent has given a that breach.		
	This notice can require last day of —		on of the agreed premises before the		
	 the terr 	m of a fixed term tenancy; or			
	a period of a periodic tenancy,				
	as the case may be.				
Note to park operator /		plete in BLOCK letters. Attac o dates should be in DD/MM			
managing real estate agent	The Department of Consumer recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensithe notice is securely delivered and received by the tenant.		enant and make every effort to ensure		

Schedule 10 Notice of termination

Division 1 Termination by park operator

Note to tenant If you receive this notice you should check whether you have in fact breached the agreement.		
park operator and attempt to resolve the matter. If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice. If you need help please contact a community legal centre or the Department of Consumer on 1300 30 40 54. Park operator / managing real estate agent details Name	Note to tenant	
charges and fees and give vacant possession of the agreed premises by the date specified in this notice. If you need help please contact a community legal centre or the Department of Consumer on 1300 30 40 54. Park operator / managing real estate agent details Suburb State Dobe Postcode Dobe Address Suburb State Suburb State Dobe Postcode Dobe Postcode Suburb State Dobe Postcode Dobe Postcode Dobe Postcode Dobe Park name and address Suburb State Dobe Postcode Dobe Postcode Dobe Postcode Dobe Postcode Dobe Postcode Dobe Postcode Dobe Park name and address State Dobe Postcode Dobe P		
Park operator / managing real estate agent details Tenant/s details Name		charges and fees and give vacant possession of the agreed premises by the
managing real estate agent details Suburb State DD Postcode DDD Tenant/s details Name Address Suburb State DD Postcode DDD Residential park and site details Breach details Date of breach of agreement: DD MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		
managing real estate agent details Suburb State DD Postcode DDD Tenant/s details Name Address Suburb State DD Postcode DDD Residential park and site details Breach details Date of breach of agreement: DD MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)	Park operator /	Name
Tenant/s details Name	managing real	Address
Name Address Suburb State Postcode Postcode Park name and address Site location (e.g. site number or other description)	_	
Address Suburb State Postcode Postcode Park name and address Site location (e.g. site number or other description) Breach details Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		Suburb State $\Box\Box\Box$ Postcode $\Box\Box\Box\Box$
Address Suburb State Postcode Postcode Park name and address Site location (e.g. site number or other description) Breach details Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)	Tanant/s	Name
Residential park and site details Park name and address Site location (e.g. site number or other description) Date of breach of agreement: Date of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		
Residential park and site details Park name and address		Address
Residential park and site details Park name and address		
Breach details Date of breach of agreement: Description Description Description Description Description Description Description Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		Suburb State LLL Postcode LLLL
Breach details Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)	Residential	Park name and address
Breach details Date of breach of agreement: Description Description Description Description Description Description Description Description Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)	park and site	
Breach details Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)	details	Sita location (a.g. sita number or other description)
Breach details Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		
Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		
Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)		
of the agreement has been breached. Attach additional pages if required.)	Breach details	
	Breach details	Date of breach of agreement:
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)
	Breach details	Date of breach of agreement: D D MM Y Y Y Y Nature of breach (Provide short description, specifying what term of the agreement has been breached. Attach additional pages if required.)

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

Key dates	Date of de	efault notice:			
	Note 1:	previously been given to the	nay be issued if a default notice has e tenant stating the nature of the s not been remedied on or before the t notice.		
	Vacant po	ossession required by:			
			D D M M Y Y Y Y		
	Note 2:	The tenant will still be liabl and fees after vacant poss	e for any outstanding rent, charges ession is given.		
	Note 3:		is (Long-stay Tenants) Act 2006 ate must be at least 7 days after the given to the tenant.		
	Date of th	is notice:			
Park operator /					
managing real estate agent	Name (ple	ase print)			
signature	Date sign	ed:			
			D D M M Y Y Y Y		
Subdi	vision 4 –	— Termination for	sale of park		
Purpose of this notice	operator has	s entered into a contract for t	gent may issue this notice if the park ne sale of park premises and is t possession of the agreed premises.		
	This notice of last day of -		n of the agreed premises before the		
	the terr	m of a fixed term tenancy; or			
	a period of a periodic tenancy,				
		may be. The tenant will be earesult of the termination of	entitled to compensation for loss the agreement.		
Note to park operator /		plete in BLOCK letters. Attac o dates should be in DD/MM			
managing real	The Department of Commerce recommends that you make a copy of the				

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completed notice before giving it to the tenant and make every effort to ensure

of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid. If you have received this notice and you are entitled to compensation because

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

the notice is securely delivered and received by the tenant.

Commerce on 1300 30 40 54.

estate agent

Note to tenant

Schedule 10 Notice of termination

Division 1 Termination by park operator

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

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Notice of termination Schedule 10 Termination by park operator Division 1

Subdivision 5 — Termination without grounds

Purpose of this notice	A park operator / managing real estate agent may issue this notice if the park operator wishes to terminate an agreement without grounds.		
notice	This notice can require vacant possession of the agreed premises before the last day of a period of a periodic tenancy.		
	This notice cannot require vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.		
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.		
managing real estate agent	The Department of Commerce recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.		
Note to tenant	If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.		
	If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.		
Park operator /	Name		
managing real	Address		
estate agent details			
	Suburb State DDD Postcode DDD		
Tenant/s	Name		
details	Address		
	Suburb State DDD Postcode DDD		
Residential	Park name and address		
park and site details			
uctaris	Site location (e.g. site number or other description)		
T.44.	The goal of the second of the		
Intention to terminate	The park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants)</i>		
agreement	Act 2006 s. 42.		
Key dates	Vacant possession required by: □□/□□/□□□□		
	D D MM Y Y Y Y		
	Note 1: Under the Residential Parks (Long-stay Tenants) Act 2006 section 42(3), the above date must be —		
	(a) for an on-site home agreement — at least 60 days after the day on which the notice is given; and		
	(b) for a site-only agreement — at least 180 days after the day on which the notice is given; and		

Schedule 10 Notice of termination Termination by tenant

	(c)	in any case, if the agreement is for a fixed term, not before the end of the fixed term.	
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 42(5), unless the State Administrative Tribunal otherwise orders under section 74 of that Act, this notice is of no effect if —		
	(a)	an application for an order under section 63(1) of that Act fixing the maximum rent for the agreed premises has been made but has not been heard and determined; or	
	(b) an order under section 63(3) of that Act is in force in respect of the agreed premises.		
	Date of this notice	: 00/00/0000	
		D D MM Y Y Y Y	
Park operator / managing real	_	:)	
estate agent	Date signed:		
signature		D D MM V V V V	

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

Division 2 — Termination by tenant

	vision 2 i ci minación by tenant		
Purpose of this notice	A tenant may issue this notice if the tenant wishes to terminate an agreement without grounds.		
	This notice can specify that the tenant will give vacant possession of the agreed premises before the last day of a period of a periodic tenancy.		
	This notice cannot specify that the tenant will give vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.		
Note to tenant	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.		
	The Department of Commerce recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.		
	If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.		
Tenant/s details	Name		
Park operator / managing real estate agent details	Name		

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Extract from www.slp.wa.gov.au, see that website for further information

Notice of termination Schedule 10

Termination by park operator or tenant — agreement

Residential park and site	Park name and address			
details	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.			
Voy dates	Vacant possession required by:			
Key dates	Vacant possession required by:			
	D D M M I I I I			
	Note: Under the Residential Parks (Long-stay Tenants) Act 2006 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:			
		D D MM Y Y Y Y		
T 4	Siam atoms			
Tenant	Signature			
signature	Name (please print)			
	Date signed:			
		D D MM Y Y Y Y		

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

Division 3 — Termination by park operator or tenant agreement frustrated

agi coment ii agii atca			
Purpose of this notice	A park operator / managing real estate agent OR a tenant may issue this notice if agreed premises or shared premises meet the description set out in the item "Reason for notice" below.		
	This notice can require vacant possession of the agreed premises before the last day of the term of —		
	a fixed term tenancy; or		
	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.		
issuing notice	The Department of Commerce recommends that you make a copy of the completed notice before giving it to the other party and make every effort to ensure the notice is securely delivered and received by that party.		
	If you need help please contact a community legal centre or the Department of Commerce on 1300 30 40 54.		

Schedule 10 Notice of termination

Division 3 Termination by park operator or tenant — agreement

frustrated

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

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Notice of termination

Termination by park operator or tenant — agreement frustrated Division 3

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

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

Schedule 11 — Notice to former tenant about abandoned goods

	[r. 14]		
Park operator /	Name		
managing real estate agent	Address		
details	Suburb State □□□ Postcode □□□□		
Former tenant/s details	Name		
	Suburb State DDD Postcode DDD		
Details of terminated	The long-stay agreement between the park operator and former tenant in relation to the following premises:		
agreement	Park name and address		
	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:		
	Note 1: The Residential Parks (Long-stay Tenants) Act 2006 section 48(4) requires the park operator within 7 days after the above date to —		
	(a) send this notice to the former tenant; and		
	 (b) publish a summary of this notice in a newspaper circulating generally throughout Western Australia. 		
	Note 2: Under the Residential Parks (Long-stay Tenants) Act 2006 section 48(2), the park operator need not store but may remove and destroy or otherwise dispose of abandoned goods if —		
	(a) the goods are perishable foodstuffs; or		

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

Notes

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

Compilation table

Citation	Gazettal	Commencement
Residential Parks (Long-stay Tenants) Regulations 2007	1 Aug 2007 p. 3837-985	r. 1 and 2: 1 Aug 2007 (see r. 2(a));
		Regulations other than r. 1 and 2: 3 Aug 2007 (see r. 2(b) and Gazette 1 Aug 2007 p. 3835)
Residential Parks (Long-stay Tenants) Amendment Regulations 2011	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))