Western Australia

Residential Parks (Long-stay Tenants) Regulations 2007

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Western Australia

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:

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

3. Terms used in these regulations

In these regulations —

agreement means a long-stay agreement;

bond holder means the ADI or a bond administrator;

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

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

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

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

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

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

A periodic on-site home agreement —

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

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

A fixed term on-site home agreement —

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

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

A periodic site-only agreement —

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

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

A fixed term site-only agreement —

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

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

- (1) For the purposes of section 11(1)(d) of the Act, the report that a park operator must give to a proposed tenant in relation to proposed agreed premises before making an agreement is
 - (a) if the agreement is an on-site home agreement, a report in the form set out in Schedule 5 clauses 1, 2, 3 and 4; and
 - (b) if the agreement is a site-only agreement, a report in the form set out in Schedule 5 clauses 2, 3 and 4.
- (2) The park operator must
 - (a) complete all those parts of the report that record the park operator's opinion of the condition of the premises before the commencement of the tenancy; and
 - (b) give 2 copies of that report to the proposed tenant.

Penalty: a fine of \$5 000.

- (3) Within 7 days after signing the agreement, the tenant must
 - (a) complete those parts of the report that record the tenant's opinion of the condition of the property as it was before the commencement of the tenancy; and
 - (b) give a copy of that report to the park operator.

Penalty: a fine of \$5 000.

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

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

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

Penalty: a fine of \$5 000.

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

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

Penalty: a fine of \$5 000.

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

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

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

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

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

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

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

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

(e)	without grounds — the information is set out in		
	Schedule 10 Division 1 Subdivision 5.		

- (3) If the notice of termination is given by a tenant, the information is set out in Schedule 10 Division 2.
- (4) If the notice of termination is given by a park operator or tenant under section 45 of the Act, the information is set out in Schedule 10 Division 3.

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

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

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

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

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

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

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

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

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

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

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

(1) In this regulation —

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

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

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18.	-	sal of security bond amounts — general (s. 92(e) 4(c) of the Act)
(1)	securi	e purposes of sections 92(e) and 94(c) of the Act, a ty bond amount must be paid out by a bond holder in lance with this regulation.
(2)	On rec	ceipt 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,
		nd holder must pay the amount in accordance with the ation or order.
(3)	For th	e 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.	-	sal of unclaimed security bond amounts (s. 92(e) 4(c) of the Act)

In this regulation — (1)

> **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).

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

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

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

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

(a) restrictions on the making of noise;

(b) the parking of motor ve	ehicles:
-----------------------------	----------

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

Penalty: a fine of \$5 000.

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

(1) In this regulation —

- (a) a variation of a rule;
- (b) the addition of a rule;
- (c) the removal or replacement of a rule.
- (2) A park operator may make written amendments to the park rules of a residential park in accordance with this regulation.
- (3) An amendment does not have effect unless each resident 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.

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Schedule 1 — Periodic on-site home agreement

[r. 4]

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

Division 1 — Preliminary

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	"park operator" means the party referred to in clause 2;		
	"regulations" means the <i>Residential Parks (Long-stay Tenants) Regulations 2007</i> ;		
	"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		
uctans	Suburb State DDD Postcode DDD		
	Phone () Fax ()		
	Email address		
	Managing real estate agent's details (if applicable)		
	Name		
	Address		
	Suburb State DDD Postcode DDD		
	Phone () Fax ()		
	Email address		

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Clause 3 — Tenant/s	Tenant/s name/s Current address	
details		
	Suburb State DDD Postcode DDD	
	Phone () Fax ()	
	Email address	
	Place of occupation	
	Suburb State DDD Postcode DDD	
	Phone () Fax ()	
	Email address	
Clause 4 —	Park name and address	
Residential park and site details	Site location (e.g. site number or other description)	
	Number of persons to reside permanently in the on-site home:	
	Maximum number of persons allowed to reside in the on-site home at any one time	
	Area of site (e.g. Zm ² or X metres by Y metres)	
Clause 5 —		
Agreement	D D M M Y Y Y Y	
commencement date		

Division 2 — Rent, fees and charges

Clause 6 —	(1) Rent: $\$ per \Box week / \Box fortnight / \Box month
Rent	(Please tick applicable period)
	(2) Number of persons included in the rent:
	Note: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.
Clause 7 — Rent payment day	Rent payment day

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Division 2 Rent, fees and charges

Clause 8 — Method of rent payment	□ Cash	□ Cheque			
	□ EFTPOS	□ Credit card			
	 Direct deposit into specified financial institution Other (please specify) 	□ Deduction from pension			
Clause 9 — Location of rent payment	Place where rent must be paid: (e.g. at the park's office, at the park operator's financial institution)				
Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:				
	Note: Section 25 of the Act states that this amount must not be more than 2 weeks' rent.				
Clause 11 —	(1) Rent increases allowed:	I Yes □ No			
Rent variation	Note 1: Under section 30(2) of the	ne Act —			
	(a) the park operator m rent increase; and	ust give at least 60 days notice of any			
	(b) the rent must not be increased until at least 6 months the day on which the tenancy period began or the day which it was last increased.				
	(2) How the rent may be varied	d: (i.e. basis for reviewing e.g. —			
	for Perth published b referred to in section	ne all groups consumer price index y the Australian Statistician 5 of the <i>Australian Bureau of</i> f the Commonwealth); or			
	(b) percentage increase of	on current rent; or			
	(c) review on a market r	ent basis).			
	for a review of rent on a the amount of rent to be the park operator must h	Act, if a long-stay agreement provides market rent basis then, when calculating payable on and after the review date, have regard to a report obtained for the rator from a person licensed under the Act 1978.			

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	(3) Who	en the rent may be varied:		
	Note 3:	The above subclause must set out the effect of section 30 of the Act or, if the park operator's right to increase rent under that section is to be limited by this agreement, a description of that right as varied by that limitation.		
Clause 12 —	(1) The	tenant is not required to pay —		
No accelerated rent and	(a)	any rent remaining payable under this agreement; or		
liquidated	(b)	rent of an increased amount; or		
damages	(c)	an amount by way of penalty; or		
	(d)	an amount by way of liquidated damages,		
	for any breach of this agreement, the Act or any other written law.			
	Note 1:	te 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 		
		(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 d (not more	evices than \$100)		
	Fumigatio	n (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).		

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Clause 14 — Charges for additional	 Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 4:
residents	\$ per □ night / □ week / □ fortnight / □ month
	(Please tick applicable period)
	(2) For the purposes of subclause (1) specify any provisions relating to —
	(a) what constitutes "residing" (e.g. the minimum period); and
	(b) who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).
	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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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 /	(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? \Box Yes \Box No
	If yes, outline the modification or restriction below:
	Note: This subclause can be modified or restricted by marking the relevant box above and by either —
	 (a) setting out the modification or restriction in the space provided below the subclause; or
	(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 16 —	The park operator must bear the cost of all rates, taxes or charges
Rates, taxes	imposed in respect of the agreed premises and the shared premises
and charges payable by	under any of the following written laws —
park operator	(a) the Land Tax Act 2002; (b) $d = L = L = \frac{1}{2}$
	(b) the Local Government Act 1995;
	(c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the <i>Water</i> <i>Agencies (Powers) Act 1984</i> , except a charge for water consumed.
	Exclude this clause: Yes No
	If this clause is not excluded, are there any modifications or restrictions to the clause? \Box Yes \Box No
	If yes, outline the modification or restriction below:

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Note:		ause can be modified or restricted by marking the relevance over 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 of restriction in Division 5

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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Children allowed to live on the agreed premises: \Box Yes \Box 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.		

Division 4 — General terms

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Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises. Exclude this clause: \Box Yes \Box No If this clause is not excluded, are there any modifications or restrictions to the clause? \Box Yes \Box No If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	 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: \Box Yes \Box No				
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No				
	If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	 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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Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1 **Division 4**

General terms

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? \Box Yes \Box No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 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	(1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared
for damage	premises.
	(2) The tenant must notify the park operator, as soon as
	practicable but in any case within 3 days, of any damage —
	(a) to the site or to any fittings or fixtures on the site; or
	(b) to the exterior 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? \Box Yes \Box No
	If yes, outline the modification or restriction below:

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Schedule 1Periodic on-site home agreementDivision 4General terms

	Note:			use can be modified or restricted by marking the relevan	
			box abc (a)	we and by either — setting out the modification or restriction in the space provided below the clause; or	
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 24 —	(1)	The	park 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	
		(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)	subc	lause (1	iting the park operator's obligations under) the park operator must carry out any work the Condition report set out in Division 6	
	Exclude this clause: □ Yes □ No				
				excluded, are there any modifications or elause? I Yes I No	
	If yes	, outli	ine the 1	nodification or restriction below:	
	Note:			use can be modified or restricted by marking the relevan ove and by either —	
			(a)	setting out the modification or restriction in the space provided below the clause; or	
			(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.	
Clause 25 — Compensation where tenant	(1)	reasc	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 likely	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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Residential Parks (Long-stay Tenants) Regulations 2007 Periodic on-site home agreement Schedule 1 General terms **Division 4**

	(b)	the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.
		vever, the park operator is not obliged to compensate the int unless —
	(a)	the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and
	(b)	the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.
	the	clause (1) applies whether or not the tenant has notice of state of the agreed premises at the time when this ement is made.
	Exclude th	nis clause: □ Yes □ No
		ise is not excluded, are there any modifications or s to the clause? □ Yes □ No
	If yes, out	line 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 tenant	t—
Tenant's conduct on premises	(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 th	iis clause: □ Yes □ No
	If this clau restriction	ise is not excluded, are there any modifications or s to the clause? \Box Yes \Box No
		line 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.

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	If this of restrict If yes,	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. 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. e this clause: \Box Yes \Box No clause is not excluded, are there any modifications or ions to the clause? \Box Yes \Box No poutline the modification or restriction below:
	Note 4:	This clause can be modified or restricted by marking the relevant box above and by either — $\ensuremath{}$
		 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	i i	The park operator may enter the agreed premises and any other premises occupied by the tenant under this agreement, neluding 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.
		 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

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	((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
	(6	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
	(1	f) at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or
	(1	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	e this clause: 🗆 Yes 🗆 No
	If this c	lause is not excluded, are there any modifications or
	restricti	ons to the clause? \Box Yes \Box 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 —
		 (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	a	he tenant must not affix a fixture or make a renovation or n alteration or addition to the agreed premises:] Yes □ No
fixtures or	(2) It	f yes —
alter premises	(4	a) the written consent of the park operator is required: □ Yes □ No
	(1	b) the following additional conditions apply:
		he would an anoton must be truthly all associate success with
	(3) T	he park operator must not withhold consent unreasonably.

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	(4)	At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises. 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.
	Excl	ude this clause: \Box Yes \Box No
		s clause is not excluded, are there any modifications or interval of the clause? \Box Yes \Box No
	If ye	s, outline the modification or restriction below:
	Noto	This clause can be medified as restricted by medicat the relevant
	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 — Provision for	(1)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises: \Box Yes \Box 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 —
	(0)	(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

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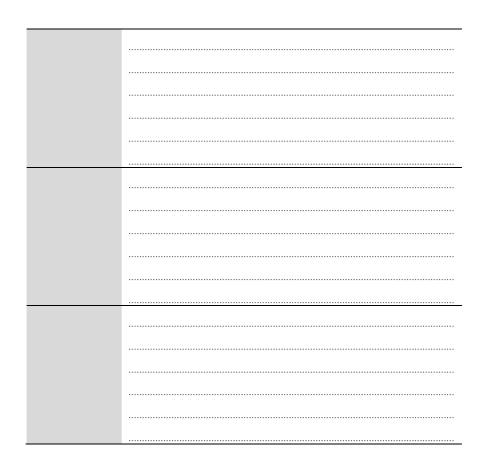
	regulates such an assignment.
Clause 32 — Tenant's vicarious responsibility for breach of	(1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of this agreement 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? \Box Yes \Box No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 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;
	(a) by the park operator under Park's 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 —
	 the State Administrative Tribunal terminates this agreement under Part 5; or

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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	as 41 and 42 state that, if the park operator gives notice of ation, 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 not posses	A4 states that, if the tenant gives notice of termination, ice must specify that the tenant intends to give vacant sion of the agreed premises to the operator at least s after the day on which the notice is given.
Clause 35 — No unilateral variation of agreement			d in clauses 33(1) and 36, neither the park mant can vary this agreement unilaterally.
Clause 36 — Park rules	Division 7	7 as ame	to comply with the park rules set out in nded by the park operator from time to time in egulation 21 of the regulations.

Division 5 — Special terms

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



Division 6 — Condition report

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

Division 7—**Park rules**

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

Division 8— Information sheet

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

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

Division 9 — Acceptance

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D	ivi	sion 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.
	Not	e: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.

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Schedule 2 — Fixed term on-site home agreement

[r. 5]

	Division 1 — I renninary
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 tenants	This agreement is in 10 Divisions: Division 1 — Preliminary Division 2 — Rent, fees and charges Division 3 — Table of fees and charges for services and utilities Division 4 — General terms Division 5 — Special terms Division 6 — Condition report Division 7 — Park rules Division 8 — Information sheet Division 9 — Acceptance Division 10 — Tenant's checklist Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10. If you need general information about renting at a residential park — • call the Consumer Protection Advice Line: 1300 30 40 54
	 visit the Consumer Protection website: www.docep.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 — Terms used in this agreement	 In this agreement, unless the contrary intention appears — "Act" means the <i>Residential Parks (Long-stay Tenants)</i> <i>Act 2006</i>; "agreed premises" means the site, the on-site home, any other structures on the site that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant; "Division" means a Division of this agreement;
	"on-site home" means the relocatable home provided on the site by the park operator under this agreement;

Division 1—**Preliminary**

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	"park operator" means the party referred to in clause 2;
	"regulations" means the <i>Residential Parks (Long-stay Tenants) Regulations 2007</i> ;
	"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 estate agent	First name Last name
details	Business address
	Suburb State $\Box \Box \Box$ Postcode $\Box \Box \Box$
	Phone () Fax ()
	Email address
	Managing real estate agent's details (if applicable) Name
	Address
	Suburb State DDD Postcode DDD
	Phone ()
	Email address
Clause 3 —	Tenant/s name/s
Tenant/s	Current address
details	
	Suburb State DDD Postcode DDD
	Phone () Fax ()
	Email address
	Email address Place of occupation

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

	Phone () Fax ()		
	Email address		
Clause 4 — Residential park and site details	Park name and address Site location (e.g. site number or other description)		
	Number of persons to reside permanently in the on-site home:		
	Maximum number of persons allowed to reside in the on-site home at any one time		
	Area of site (e.g. Zm ² or X metres by Y metres)		
Clause 5 —	Commencement date:		
Fixed term of	D D M M Y Y Y Y		
agreement	Termination date:		
	D D M M Y Y Y Y		

Division 2 — Rent, fees and charges

Clause 6 — Rent	(1) Rent: \$ per □ week / □ fortnight / □ month (Please tick applicable period)			
	(2) Number of persons included in the rent:			
	Note: Division 3 specifies wh utilities are included in	at fees or charges for services and 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)			
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)			

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Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:		
	Note: Section 25 of the Act states that this amount must not be more than 2 weeks' rent.		
Clause 11 —	(1) Rent 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 Australian Bureau of Statistics Act 1975 of the Commonwealth); or 		
	(b) percentage increase on current rent; or		
	(c) review on a market rent basis).		
	Note 1: Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the <i>Land Valuers Licensing Act 1978.</i>		
	(3) When the rent may be varied:		
	Note 2: The above subclause must set out the effect of section 30 of the Act or, if the park operator's right to increase rent under that section is to be limited by this agreement, a description of that right as varied by that limitation.		
Clause 12 —	(1) The tenant is not required to pay —		
No accelerated	(a) any rent remaining payable under this agreement; or		
rent and	(b) rent of an increased amount; or		
liquidated damages	(c) an amount by way of penalty; or		
	(d) an amount by way of liquidated damages,		
	for any breach of this agreement, the Act or any other written law.		

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	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.
		e tenant is not entitled to any reduction in rent, or any
		bate, refund or other benefit, because the tenant has not eached 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
		(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	
	(not mor	e than \$100)
	-	on (cats or dogs)
	(not mor	e 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	ac cl	arge for each person residing on the agreed premises in dition to the number of permanent residents specified in use 6:
residents	\$	per \Box night / \Box week / \Box fortnight / \Box month
		(Please tick applicable period)
		r the purposes of subclause (1) specify any provisions ating to —
	(a	what constitutes "residing" (e.g. the minimum period); and
	(b	who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).
	Note 1:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.
	m	the charge is not payable at the same time and in the same unner as the rent, specify when and how the charge is to be id.

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	Note 2:	If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.			
	(4)	State any other provisions applicable in relation to the			
		application or calculation of a charge under this clause.			
	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.			
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 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? \Box Yes \Box No				
	If yes, outline the modification or restriction below:				
	Note:	This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —			
		 (a) setting out the modification or restriction in the space provided below the subclause; or 			
		(b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			

Clause 16 — Rates, taxes and charges payable by park operator	 The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws — (a) the Land Tax Act 2002; (b) the Local Government Act 1995; (c) any written law under which a rate, tax or charge is 				
	imposed for "water services", as defined in the <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? \Box Yes \Box No				
	If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	 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 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)			

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

Division 4 — General terms

Clause 17 — Children	Children allowed to live on the agreed premises: \Box Yes \Box No			
Children	Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —			
	 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.			
CI 10				
Clause 18 — Keeping of pets	Pets allowed: \Box Yes \Box No			
Reeping of pets	Type and number of pets allowed:			
	Note: The keeping of pets is subject to any local government laws for the relevant district.			
Clause 19 — Shared	(1) Specify any premises the tenant will share with other tenants at the park.			
premises				
	(2) Specify any restrictions on the access to those premises.			

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	 (3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.
	Exclude this clause: \Box Yes \Box No
	If this clause is not excluded, are there any modifications or restrictions to the clause? \Box Yes \Box No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 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? \Box Yes \Box No
	If yes, outline the modification or restriction below:

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	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 22 — Responsibility for cleanliness			tep the site and both the interior and the exterior e in a reasonable state of cleanliness.
	Exclude th	nis clause	e: 🗆 Yes 🗆 No
			excluded, are there any modifications or clause? I Yes I No
	If yes, out	line the 1	nodification 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)	f 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	peri		nust not intentionally or negligently cause or ge to the agreed premises or the shared
	(2) The	tenant n	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)		exterior or interior of the on-site home; or
	(c)	home	chattels, fittings or fixtures in or on the on-site that are provided by the park operator for the use tenant.
	Exclude th	nis clause	e: 🗆 Yes 🗆 No
			excluded, are there any modifications or slause? □ Yes □ No
	If yes, out	line the 1	nodification or restriction below:

Residential Parks (Long-stay Tenants) Regulations 2007 Fixed term on-site home agreement Schedule 2 General terms **Division 4**

		ause can be modified or restricted by marking the relevant pove 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 of	perator must —		
Park operator's		de the agreed premises and the shared premises in sonable state of cleanliness; and		
responsibility for cleanliness and repairs		ain the shared premises in a reasonable state of liness; and		
and repairs	share	de and maintain the agreed premises and the d premises in a reasonable state of repair having d to their age, character and prospective life; and		
	relation	ly with any other written laws that apply in on to the buildings in the residential park or the 1 and safety of residents of the park.		
	(2) Without limiting the park operator's obligations under subclause (1) the park operator must carry out any work specified in the Condition report set out in Division 6 clause 3.			
	Exclude this clause: Yes No			
	If this clause is not excluded, are there any modifications or restrictions to the clause? \square Yes \square No			
	If yes, outline the	modification or restriction below:		
		ause can be modified or restricted by marking the relevant bove 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	reasonable	perator must compensate the tenant for any expense incurred by the tenant in making urgent he agreed premises where —		

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 (a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant, and (b) the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises. (2) However, the park operator is not obliged to compensate the tenant unless — (a) the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and (b) the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of the agreed premises at the time when this agreement is made. Exclude this clause: □ Yes □ No If yes, outline the modification or restriction below: Wester — (a) setting out the modification or restriction in the space provided below the clause, or (b) the tenant by either —							
park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises. (2) However, the park operator is not obliged to compensate the tenant unless — (a) the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and (b) the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair. (3) Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below: 		(a)	result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue				
 tenant unless — tenant unless —		(b)	park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the				
clause 26— Clause 26— Clause 26— The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) if there is insufficient space or permit them to be used, for an illegal purpose. Exclude this clause: The tenant — (a) must not use the agreed premises or the shared premis							
Clause 26 — The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not cause or permit them to be used, for an illegal purpose.		(a)	do such work, if a written law requires the person to				
Clause 26 — The tenant — Clause 26 — The tenant — Clause 26 — The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: Yes I No		(b)	prepared by the repairer as to the apparent cause of the				
If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below:		the	Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this				
Clause 26 — Tenant's conduct on premises The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. 		Exclude	this clause: □ Yes □ No				
Clause 26 — Tenant's conduct on premises The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or 							
box above and by either — (a) setting out the modification or restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 26 — Tenant's conduct on premises (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or							
box above and by either — (a) setting out the modification or restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 26 — The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or							
box above and by either — (a) setting out the modification or restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 26 — The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or							
box above and by either — (a) setting out the modification or restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 26 — The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or							
box above and by either — (a) setting out the modification or restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 26 — The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or							
box above and by either — (a) setting out the modification or restriction in the space provided below the clause; or (b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 26 — The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or							
Clause 26 — The tenant — Tenant's conduct on premises (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or		Note:					
Clause 26 — Tenant's conduct on premises The tenant — (a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or							
Tenant's conduct on premises(a) must not cause or permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or			"Refer to Division 5" and setting out the modification or				
conduct on premises (a) must not cause of permit a nuisance anywhere in the residential park; and (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose. Exclude this clause: Yes No If this clause is not excluded, are there any modifications or		The tena	nt —				
 (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 	conduct on	(a)					
If this clause is not excluded, are there any modifications or	premises	(b)	premises, or cause or permit them to be used, for an				
		Exclude	this clause: 🗆 Yes 🗆 No				

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

General terms **Division 4**

	If ves	s, 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 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	I: 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			

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	the	shared premises.
	Note 2:	Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (3) or (4) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3:	Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.
	Exclude t	his clause: 🗆 Yes 🗆 No
		use is not excluded, are there any modifications or ns to the clause? □ Yes □ No
	If yes, ou	tline the modification or restriction below:
	•••••	
	Note 4:	This clause can be modified or restricted by marking the relevan box above and by either —
		(a) setting out the modification or restriction in the space provided below the clause; or
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 29 — Park operator's right of entry	oth	e park operator may enter the agreed premises and any er premises occupied by the tenant under this agreement, luding 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) The	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

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	the rer	nder this agreement, where under this agreement at is payable not more frequently than once each and is to be collected at the premises; or	
(d)	the oc	e purpose of inspecting the agreed premises, on casion of a rent collection referred to in aph (c), but not more frequently than once every ks; or	
(e)	repairs any re	e purpose of carrying out or inspecting necessary s to or maintenance of the agreed premises, at asonable time, after giving the tenant at least urs' notice; or	
(f)	occasi ends, a	reasonable time and on a reasonable number of ons 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)	occasi the pu	reasonable time and on a reasonable number of ons, after giving the tenant reasonable notice, for rpose of showing the agreed premises to ective purchasers.	
Exclude this	s claus	e: □ Yes □ No	
If this clause is not excluded, are there any modifications or			
		clause? 🗆 Yes 🗆 No	
If yes, outli	ne the	modification or restriction below:	
	••••••		
Note:	This cla box abo	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 30 — Tenant's right to remove fixtures or alter premises	 The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises: □ Yes □ No If yes — (a) the written consent of the park operator is required: □ Yes □ No (b) the following additional conditions apply:
	 (3) The park operator must not withhold consent unreasonably. (4) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause
	 irreparable damage to the agreed premises. (5) If the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage. 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 31— Provision for assigning or sub-letting the premises	 The tenant may assign his or her interest under this agreement or sub-let 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:

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

	_					
	(3)	If the ans	If the answer to subclause (2)(a) is yes —			
		(a) the	park operator must not unreasonably withhold sent; and			
			park operator must not make any charge for giving consent except for reasonable incidental expenses.			
	Note:	prov assi subj	er Schedule 1 clause 16(4) to the Act, the operation of a ision of this agreement that purports to permit the gnment of the tenant's interest under this agreement is ect to the operation of any other written law that prohibits or ilates such an assignment.			
Clause 32 — Tenant's vicarious responsibility for breach of	(1)	(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)	(2) Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.				
	Exclu	clude this clause: 🗆 Yes 🗆 No				
		f this clause is not excluded, are there any modifications or estrictions to the clause? \Box Yes \Box No				
	If yes	s, outline tl	ne modification or restriction below:			
		•••••				
	Note:		clause can be modified or restricted by marking the relevant above and by either —			
		(a) setting out the modification or restriction in the space provided below the clause; or			
		(b	•			

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Clause 22	(1) TL		noton maganizes the night to non-acition the set often
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 		
		enses resu	rk operator must pay for all the tenant's alting from any repositioning of the on-site
Clause 34 — Notice of	The perio	d of notice	e for the termination of this agreement is:
termination	Note 1:	If notice	of termination is given —
		(a)	by the park operator under Part 3 Division 2 of the Act; or
		(b)	by the tenant under Part 3 Division 3 of the Act,
		when the	B3(1) of the Act provides that this agreement terminates a above period of notice has expired and the tenant has cant possession of the agreed premises to the park
	Note 2:		ection 33(2) of the Act, this agreement is terminated th of the following events have occurred —
		(a)	the fixed term has ended;
		(b)	the tenant has given vacant possession of the agreed premises to the park operator.
	Note 3:		33(3) of the Act provides that in any other case, this ent ends when —
		(a)	the State Administrative Tribunal terminates this agreement under Part 5; or
		(b)	a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or
		(C)	a mortgagee of the agreed premises takes possession of the premises under the mortgage; or
		(d)	the tenant abandons the agreed premises; or
		(e)	the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or
		(f)	the rights under this agreement of the park operator or the tenant are ended by merger.
	Note 4:	terminati vacant po least 60 (41 and 42 state that, if the park operator gives notice of on, the notice must specify that the tenant is to give ossession of the agreed premises to the operator at days after the day on which the notice is given and, if e is given without grounds, not before the end of the n.
	Note 5:	the notic possessi 21 days	44 states that, if the tenant gives notice of termination, e must specify that the tenant intends to give vacant ion of the agreed premises to the operator at least after the day on which the notice is given and not before of the fixed term.
Clause 35 —			in clauses 7(1) and 10, neither the park operator
No unilateral	nor the tenant can vary this agreement unilaterally.		
variation of agreement			
	The terror	t ograas te	a comply with the next sules set out in
Clause 36 —	i ne tenar	i agrees to	comply with the park rules set out in

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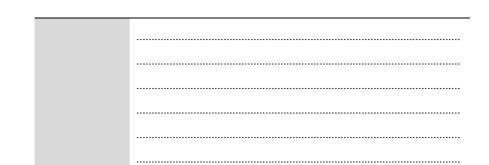
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Residential Parks (Long-stay Tenants) Regulations 2007 Schedule 2 Fixed term on-site home agreement **Division 5** Special terms

Park rules Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations Division 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. Entering into any contract, agreement or arrangement with the Note 3: 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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Schedule 2Fixed term on-site home agreementDivision 6Condition report



Division 6 — Condition report

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

Division 7—**Park rules**

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

Division 8— Information sheet

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

Division 9—Acceptance

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

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Residential Parks (Long-stay Tenants) Regulations 2007Fixed term on-site home agreementSchedule 2Tenant's checklistDivision 10

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

Division 10 — Tenant's checklist

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

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Schedule 3 — Periodic site-only agreement

[r. 6]

	Division I — Preliminary			
Introduction	(1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.			
	(2) This agreement is for a periodic tenancy commencing on the day specified in clause 5.			
	Note: A periodic tenancy is one where there is no fixed term.			
Notes to tenants	This agreement is in 10 Divisions: Division 1 — Preliminary Division 2 — Rent, fees and charges Division 3 — Table of fees and charges for services and utilities Division 4 — General terms			
	Division 5 — Special terms Division 6 — Condition report Division 7 — Park rules Division 8 — Information sheet			
	Division 9 — Acceptance Division 10 — Tenant's checklist			
	Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.			
	If you need general information about renting at a residential park — call the Consumer Protection Advice Line: 1300 30 40 54 			
	visit the Consumer Protection website: www.docep.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 <i>Residential Parks (Long-stay Tenants)</i> 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			

Division 1 — **Preliminary**

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	Towards) Doculations 2007.		
	Tenants) Regulations 2007;		
	"relocatable home" , in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed fo 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's details (not required if managing real estate		
Park operator /	agent's details are provided below)		
managing real estate agent	First name Last name		
details	Business address		
	Suburb State DD Postcode DDD		
	Phone ()		
	Email address		
	Managing real estate agent's details (if applicable)		
	Name		
	Address		
	Suburb State DD Postcode DDD		
	Phone () Fax ()		
	Email address		
Clause 3 — Tenant/s	Tenant/s name/s		
details	Current address		
	Suburb State $\Box \Box \Box$ Postcode $\Box \Box \Box$		
	Phone () Fax ()		
	Email address		
	Place of occupation		
	Suburb State $\Box \Box \Box$ Postcode $\Box \Box \Box$		
	Phone () Fax ()		
	Email address		

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Clause 4 — Residential park and site details	Park name and address Site location (e.g. site number or other description) Number of persons to reside permanently in a relocatable home on the site Maximum number of persons allowed to reside in a relocatable home on the site at any one time Area of site (e.g. Zm ² or X metres by Y metres)
Clause 5 — Agreement commencement date	Commencement date: $\Box\Box/\Box\Box/\Box\Box\Box$ D D M M Y Y Y Y

Division 2 Rent, ices and charges				
Clause 6 —	(1) Rent	: \$ per 🗆 v	veek / fortnight / month	
Rent		(.	Please tick applicable period)	
	(2) Num	ber of persons included in t	he rent:	
	Note:	Division 3 specifies what fees outilities are included in the rent		
Clause 7 — Rent payment day	Rent paym			
Clause 8 —	□ Cash		Cheque	
Method of rent payment	□ EFTPO	DS 🗆	Credit card	
		deposit into ed financial ion	Deduction from pension	

.....

Place where rent must be paid: (e.g. at the park's office, at the park

operator's financial institution)

The tenant agrees to pay before or during the first 2 weeks of the

.....

Section 25 of the Act states that this amount must not be more

.....

□ Other (please specify)

tenancy an amount of:

Note:

(1)

Division 2—**Rent. fees and charges**

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Clause 9 –

Rent in

advance

Clause 11 —

Location of

rent payment Clause 10 —

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Rent increases allowed: □ Yes □ No

than 2 weeks' rent.

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Note 1: (2) How (a)	 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. v the rent may be varied: (i.e. basis for reviewing e.g. — aurrent tent + CPL (the all groups consume price index)
	 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. w the rent may be varied: (i.e. basis for reviewing e.g. —
	after the day on which the tenancy period began or the day on which it was last increased. The rent may be varied: (i.e. basis for reviewing e.g. —
(a)	aurrent rent + CDI (the all around consumer price index
	current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the Australian Bureau of Statistics Act 1975 of the Commonwealth); or
(b)	percentage increase on current rent; or
(c)	review on a market rent basis).
Note 2:	Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates.
Note 3:	Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.
Note 4:	Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the <i>Land Valuers Licensing Act 1978</i> .
(3) Whe	in the rent may be varied:
•••••	
Note 5:	Under Schedule 1 clause 4(2) and (6) to the Act —
	(a) if it is the practice of the park operator to review the rent payable by long-stay tenants in accordance with a set review date schedule and the tenant has been given written 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
	(c)

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	(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 is not required to pay —		
No accelerated	(a) any rent remaining payable under this agreement; or		
rent and liquidated	(b) rent of an increased amount; or		
damages	(c) an amount by way of penalty; or		
	(d) an amount by way of liquidated damages,		
	for any breach of this agreement, the Act or any other written law.		
	Note 1: Under Schedule 1 clause 18(1) to the Act, this agreement would 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 		
	(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.		
Clause 13 —	4 weeks' rent		
Security bonds	Security devices (not more than \$100)		
	Fumigation (cats or dogs) (not more than \$100)		
	Total		
	Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).		

Clause 14 — Charges for additional	(1)	Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 6:
residents		\$ per 🗆 night / 🗆 week / 🗆 fortnight / 🗆 month
		(Please tick applicable period)
	(2)	For the purposes of subclause (1) specify any provisions relating to —
		(a) what constitutes "residing" (e.g. the minimum period); and
		(b) who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).
	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	B: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.
	Exclu	ıde this clause: □ Yes □ No
	Note 4	This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

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

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Note:		ause can be modified or restricted by marking the relevance of the relevance over 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 of restriction in Division 5

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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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 <i>Caravan Parks and Camping Grounds Act 1995</i> — the licence permits the park operator to include such a term in this agreement; or (b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.
Clause 18 —	Pets allowed: \Box Yes \Box No
Keeping of pets	Type and number of pets allowed:
	Note: The keeping of pets is subject to any local government laws for
	the relevant district.
Clause 19 — Shared premises	(1) Specify any premises the tenant will share with other tenants at the park.
	(2) Specify any restrictions on the access to those premises.
	·····
	 (3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.
	Exclude this clause: \Box Yes \Box No
	If this clause is not excluded, are there any modifications or

Division 4—General terms

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

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	Exclude this clause: \Box Yes \Box No				
	If this clause is not excluded, are there any modifications or restrictions to the clause? \Box Yes \Box No				
	If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	 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	 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? \Box Yes \Box No				
	If yes, outline the modification or restriction below:				
	Note: This clause can be modified or restricted by marking the relevant box above and by either —				
	 setting out the modification or restriction in the space provided below the clause; or 				
	(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.				

Clause 24 — Park operator's responsibility for cleanliness and repairs	(1)	 The park operator must — (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and (b) maintain the shared premises in a reasonable state of cleanliness; and (c) provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; and (d) comply with any other written laws that apply in relation to the buildings in the residential park or the
	(2)	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.
		ude this clause: □ Yes □ No
		s clause is not excluded, are there any modifications or ctions to the clause? □ Yes □ No
	If yes	s, outline the modification or restriction below:
	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		 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)	The park operator must compensate the tenant for any reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where —
sees to repairs		 (a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and
		(b) the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.
	(2)	However, the park operator is not obliged to compensate the tenant unless —

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Division 4 General terms

	(a) (b)	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 the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.
	the s	clause (1) applies whether or not the tenant has notice of state of the agreed premises at the time when this ement is made.
	Exclude th	is clause: □ Yes □ No
		se is not excluded, are there any modifications or s to the clause? □ Yes □ No
	If yes, out	ine the modification or restriction below:
	Note:	This clause can be modified or restricted by marking the relevant
	NOLE.	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 th	is clause: □ Yes □ No
		se is not excluded, are there any modifications or s to the clause? □ Yes □ No
	If yes, out	ine the modification or restriction below:

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Residential Parks (Long-stay Tenants) Regulations 2007 Periodic site-only agreement Schedule 3 General terms **Division 4**

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

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	Exclude	this clause: □ Yes □ No
		ause is not excluded, are there any modifications or one to the clause? □ Yes □ No
		utline 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	oth inc	he 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 v 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	ne 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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			occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or
		(g)	at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.
	Exclu	ide thi	is clause: 🗆 Yes 🗆 No
			se is not excluded, are there any modifications or to the clause? \square Yes \square No
	If yes	s, outli	ine 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)	an al	tenant must not affix a fixture or make a renovation or teration or addition to the agreed premises: es □ No
fixtures or	(2)	If ye	s —
alter premises		(a)	the written consent of the park operator is required: □ Yes □ No
		(b)	the following additional conditions apply:
	(3)	an al home	tenant must not affix a fixture or make a renovation or teration or addition to the exterior of the relocatable e on the site or to the exterior of any other structure on
			ite that is not part of the agreed premises: \Box Yes \Box No
	(4)	If ye (a)	s — the written consent of the park operator is required:
		<i>(a)</i>	\Box Yes \Box No
		(1)	the fellessing additional canditions and by
		(b)	the following additional conditions apply:

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	(5) The park operator must not withhold consent unreasonably.
	(6) At any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator's consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises.
	 (7) If the tenant's removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage. Exclude this clause: □ Yes □ No
	If this clause is not excluded, are there any modifications or
	restrictions to the clause? \Box Yes \Box No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 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	 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.
	$(2) \qquad \qquad$
	(3) State any other restrictions which affect the sale of the relocatable home.

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

General terms **Division 4**

	-	
	(4)	The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.
Clause 32 — Provision for	(1)	The tenant may assign his or her interest under this agreement or sub-let the agreed premises:
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 regulates such an assignment.
Clause 33 —	(1)	The tenant is vicariously responsible for any act or omission
Tenant's		of another person who is lawfully on the agreed premises or
vicarious		the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted by
responsibility for breach of		the tenant.
agreement	(2)	Subclause (1) does not extend to a person who is lawfully or
-	(2)	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
	If thi	s clause is not excluded, are there any modifications or
	restri	ictions to the clause? \Box Yes \Box No
	If ye	s, outline the modification or restriction below:

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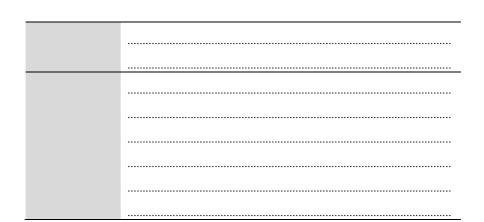
	Note:		ause can be modified or restricted by marking the relevant ove and by either — setting out the modification or restriction in the space provided below the clause; or
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction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

	Note 4: Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given.
Clause 36 — No unilateral variation of agreement	Except as provided in clauses 34(1) and 36, 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 5—Special terms

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

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Division 6 — Condition report

Note: In this Division the park operator should set out the condition report prescribed under regulation 8(1)(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	Park operator / managing real estate agent
signature/s	Signatory (print name)
	Signature
	Date Signed:
	DD MM YYYY
	Witness*
	Signatory (print name)
	Signature
	Date Signed:
	DD MM YYYY
	* Please note the witness cannot be the park operator or tenant.

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

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

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Schedule 4 — Fixed term site-only agreement

[r. 7]

Division 1 — Preliminary				
Introduction	(1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.			
	(2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.			
Notes to tenants	This agreement is in 10 Divisions:			
tenants	Division 1 — Preliminary Division 2 — Rent, fees and charges			
	Division 3 — Table of fees and charges for services and utilities			
	Division 4 — General terms			
	Division 5 — Special terms			
	Division 6 — Condition report			
	Division 7 — Park rules			
	Division 8 — Information sheet Division 9 — Acceptance			
	Division 10 — Tenant's checklist			
	Before you sign this agreement, you should have completed the TENANT'S CHECKLIST in Division 10.			
	If you need general information about renting at a residential park —			
	call the Consumer Protection Advice Line: 1300 30 40 54			
	visit the Consumer Protection website: www.docep.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 <i>Residential Parks (Long-stay Tenants)</i> 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 <i>Residential Parks (Long-stay Tenants) Regulations 2007</i> ;			
	"relocatable home" , in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for			

Division 1 — **Preliminary**

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Schedule 4	Fixed term site-only agreement
Division 1	Preliminary

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

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

Rent, fees and charges **Division 2**

Clause 4 — Residential	Park name and address				
park and site details	Site location (e.g. site number or other description)				
	Number of persons to reside permanently in a relocatable home on the site				
	Maximum number of persons allowed to reside in a relocatable home on the site at any one time				
	Area of site (e.g. Zm ² or X metres by Y metres)				
Clause 5 —					
Fixed term of	D D M M Y Y Y Y				
agreement	Termination date:				
	D D M M Y Y Y Y				

Division 2 — Rent, fees and charges

Clause 6 — Rent	 (1) Rent: \$ per □ week / □ fortnight / □ month (Please tick applicable period) 				
	Note 1: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.				
	(2) Number of persons inclu	ided in the rent:			
	Note 2: Clause 14 specifies what fees or charges for services and utilities are included in the rent, if any.				
Clause 7 — Rent payment day	Rent payment day				
Clause 8 —	Cash	□ Cheque			
Method of rent payment	□ EFTPOS	□ Credit card			
	 Direct deposit into specified financial institution Other (please specify) 	Deduction from pension			
Clause 9 — Location of	Place where rent must be paid: (e.g. at the park's office, at the park operator's financial institution)				
rent payment					

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Clause 10 — Rent in advance	The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:		
	Note: Section 25 of the Act states that this amount must not be more than 2 weeks' rent.		
Clause 11 —	(1) Rent increases allowed: \Box Yes \Box 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 Statistics Act 1975</i> of the Commonwealth); or 		
	(b) percentage increase on current rent; or		
	(c) review on a market rent basis).		
	Note 1: Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates.		
	Note 2: Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.		
	Note 3: Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the <i>Land Valuers Licensing Act 1978</i> .		
	(3) When the rent may be varied:		

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

	Note 4:	Under Schedule 1 clause 4(2) and (6) to the Act —
	100 4.	 (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 t	tenant is not required to pay —
No accelerated	(a)	any rent remaining payable under this agreement; or
rent and liquidated	(b)	rent of an increased amount; or
damages	(c)	an amount by way of penalty; or
	(d)	an amount by way of liquidated damages,
	for ar law.	ny breach of this 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.
	rebate	tenant is not entitled to any reduction in rent, or any te, refund or other benefit, because the tenant has not ched 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
		(b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.
Clause 13 —	4 weeks' re	ent
Security bonds	Security dev (not more th	
	Fumigation (not more th	n (cats or dogs) han \$100)
	Total	
	Note:	Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).

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Clause 14 — Charges for additional residents	(1)	Charge for each person residing on the agreed premises in addition to the number of permanent residents specified in clause 6: \$ per □ night / □ week / □ fortnight / □ month (Please tick applicable period)
	(2)	For the purposes of subclause (1) specify any provisions relating to —
		(a) what constitutes "residing" (e.g. the minimum period); and
		(b) who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight).
	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	B: 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	4: This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

Clause 15 — Frees and charges for services and utilities (1) The fees and charges set out in Division 3 are payable by the tranat during the term of this agreement for services and utilities provided in relation to the agreed premises. (2) If a fee or charge under subclause (1) — (a) is not included in the rent; and (b) is imposed by a State agency or instrumentality for services or utilities provided by it; and (c) is varied by that State agency or instrumentality, the amount payable by the tenant for that fee or charge under this agreement will vary accordingly. Exclude subclause (2): □ Yes □ No If this subclause is not excluded, are there any modifications or restrictions to the subclause? □ Yes □ No If yes, outline the modification or restriction below: Mote 2: This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either — (a) setting out the modification or restriction in the space provided below the subclause; or (b) sufficient page below the subclause; or (c) ary the following written laws — (a) setting out the modification or restriction in the space provided below the subclause; or (b) the Local Government Act 1995;						
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? □ Yes □ No If yes, outline the modification or restriction below:	Fees and charges for	tenant during the term of this agreement for services and				
 (a) is not included in the rent; and (b) is imposed by a State agency or instrumentality for services or utilities provided by it; and (c) is varied by that State agency or instrumentality, the amount payable by the tenant for that fee or charge under this agreement will vary accordingly. Exclude subclause (2): □ Yes □ No If this subclause is not excluded, are there any modifications or restrictions to the subclause? □ Yes □ No If yes, outline the modification or restriction below: 		(2) If a fee or charge under subclause (1) —				
Services or utilities provided by it; and (c) is varied by that State agency or instrumentality, the amount payable by the tenant for that fee or charge under this agreement will vary accordingly. Exclude subclause (2): □ Yes □ No If this subclause is not excluded, are there any modifications or restrictions to the subclause? □ Yes □ No If yes, outline the modification or restriction below:	utilities	(a) is not included in the rent; and				
Clause 16 — Rates, taxes and charges payable by park operator The park operator must bear the cost of all rates, taxes or charges imposed for the <i>Local Government Act 1995</i> ; Clause 16 — Rates, taxes and charges payable by park operator The park operator must bear the cost of all rates, taxes or charges imposed for "water services", as defined in the <i>Water</i> <i>Agencies (Powers) Act 1984</i> , except a charge for water consumed. Exclude this clause: Yes No If yes, outline the modification or restriction in the <i>Water</i> <i>Agencies (Powers) Act 1984</i> , except a charge for water consumed. Exclude this clause: Yes No If this clause is not excluded, are there any modifications or restrictions to the subclause, or (a) the Land Tax Act 2002; (b) the Local Government Act 1995; (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the <i>Water Agencies</i> (<i>Powers) Act 1984</i> , except a charge for water consumed. Exclude this clause: Yes No If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No If yes, outline the modification or restriction below:						
this agreement will vary accordingly. Exclude subclause (2): □ Yes □ No If this subclause is not excluded, are there any modifications or restrictions to the subclause? □ Yes □ No If yes, outline the modification or restriction below:		(c) is varied by that State agency or instrumentality,				
If this subclause is not excluded, are there any modifications or restrictions to the subclause? □ Yes □ No If yes, outline the modification or restriction below:						
restrictions to the subclause? □ Yes □ No If yes, outline the modification or restriction below:		Exclude subclause (2): □ Yes □ No				
Note 2: This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either — (a) setting out the modification or restriction in the space provided below the subclause; or (b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 16 — Rates, taxes and charges payable by park operator The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws — 						
relevant box above, crossing out all or any part of the subclause and by either — (a) setting out the modification or restriction in the space provided below the subclause; or (b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 16 — Rates, taxes and charges payable by park operator The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws — 		If yes, outline the modification or restriction below:				
relevant box above, crossing out all or any part of the subclause and by either — (a) setting out the modification or restriction in the space provided below the subclause; or (b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 16 — Rates, taxes and charges payable by park operator The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws — 						
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relevant box above, crossing out all or any part of the subclause and by either — (a) setting out the modification or restriction in the space provided below the subclause; or (b) if there is insufficient space below the subclause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5. Clause 16 — Rates, taxes and charges payable by park operator The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws — 						
Clause 16 — Rates, taxes and charges payable by park operator (b) the Land Tax Act 2002; (b) the Local Government Act 1995; (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed. Exclude this clause: Yes DNO If this clause is not excluded, are there any modifications or restrictions to the clause? Yes DNO If yes, outline the modification or restriction below: If yes, outline the modification or restriction below:		relevant box above, crossing out all or any part of the subclause				
Clause 16 — Rates, taxes and charges payable by park operator (a) the Land Tax Act 2002; (b) the Local Government Act 1995; (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed. Exclude this clause: Yes If this clause is not excluded, are there any modifications or restriction below: If yes, outline the modification or restriction below:						
 Rates, taxes and charges payable by park operator (a) the Land Tax Act 2002; (b) the Local Government Act 1995; (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below: 		writing "Refer to Division 5" and setting out the				
payable by park operator (a) the Land Tax Act 2002; (b) the Local Government Act 1995; (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below:	Rates, taxes	imposed in respect of the agreed premises and the shared premises				
 (b) the Local Government Act 1993; (c) any written law under which a rate, tax or charge is imposed for "water services", as defined in the Water Agencies (Powers) Act 1984, except a charge for water consumed. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below: 	payable by	(a) the Land Tax Act 2002;				
 imposed for "water services", as defined in the <i>Water</i> <i>Agencies (Powers) Act 1984</i>, except a charge for water consumed. Exclude this clause: □ Yes □ No If this clause is not excluded, are there any modifications or restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below: 	park operator	(b) the Local Government Act 1995;				
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:		imposed for "water services", as defined in the <i>Water</i> Agencies (Powers) Act 1984, except a charge for water				
restrictions to the clause? □ Yes □ No If yes, outline the modification or restriction below:		Exclude this clause: Yes No				
		If yes, outline the modification or restriction below:				

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Note:		use can be modified or restricted by marking the release 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, writin "Refer to Division 5" and setting out the modification restriction in Division 5

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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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:
	Nets The least of sets is a biastic set of sets for the set of sets of
	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.
premises	
	(2) Specify any restrictions on the access to those premises.
	(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.
Clause 20 — Vacant possession	Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises. Exclude this clause: \Box Yes \Box No
	If this clause is not excluded, are there any modifications or
	restrictions to the clause? \Box Yes \Box No

Division 4—General terms

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	If yes, outline the modification or restriction below:
	i yes, outine die mounieuron of 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: \Box Yes \Box No
	If this clause is not excluded, are there any modifications or restrictions to the clause? Yes No
	If yes, outline the modification or restriction below:
	Note: This clause can be modified or restricted by marking the relevant box above and by either —
	 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? \Box Yes \Box No

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

				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)	pern		nust not intentionally or negligently cause or age to the agreed premises or the shared
	(2)			nust notify the park operator, as soon as 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.
				e: 🗆 Yes 🗆 No
				t excluded, are there any modifications or clause? □ Yes □ No
	If yes	s, outl	ine the i	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 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)		ain the shared premises in a reasonable state of iness; and
anu repairs		(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

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Division 4 General terms

		(d)	relatio	y with any other written laws that apply in on to the buildings in the residential park or the and safety of residents of the park.
	(2)	subc	lause (1 ified in	iting the park operator's obligations under () the park operator must carry out any work the Condition report set out in Division 6
	Exclu	ide thi	is claus	e: □ Yes □ No
				t excluded, are there any modifications or clause? □ Yes □ No
	If yes	, outli	ine the i	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 25 — Compensation	(1)	reaso		expense incurred by the tenant in making urgent
where tenant		repai	rs to th	e agreed premises where —
-		repai (a)	the sta result likely	e agreed premises where — ate 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 venience to the tenant; and
where tenant		-	the star result likely inconv the ter park o	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 venience to the tenant; and nant has made a reasonable attempt to give to the operator notice of the state of disrepair and of his intention to incur expense in repairing the
where tenant	(2)	(a) (b) How	the star result likely inconv the ter park o or her premis	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 venience to the tenant; and nant has made a reasonable attempt to give to the operator notice of the state of disrepair and of his intention to incur expense in repairing the ses. he park operator is not obliged to compensate the
where tenant	(2)	(a) (b) How	the sta result likely inconv the ter park o or her premis ever, th nt unles the per do suc	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 venience to the tenant; and nant has made a reasonable attempt to give to the operator notice of the state of disrepair and of his intention to incur expense in repairing the ses. he park operator is not obliged to compensate the
where tenant	(2)	(a) (b) How tenar	the star result likely inconv the ter park o or her premis ever, th tt unles the pe do suc hold th the ter prepar	the 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 venience to the tenant; and hant has made a reasonable attempt to give to the operator notice of the state of disrepair and of his intention to incur expense in repairing the ses. The park operator is not obliged to compensate the test — rson who carries out the repairs holds a licence to ch work, if a written law requires the person to
where tenant	(2)	 (a) (b) How tenar (a) (b) Subc the s 	the sta result likely inconv the ter park o or her premis ever, th tunles the per do suc hold th the ter prepar state o clause (1)	ate 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 venience to the tenant; and hant has made a reasonable attempt to give to the operator notice of the state of disrepair and of his intention to incur expense in repairing the ses. he park operator is not obliged to compensate the is — rson who carries out the repairs holds a licence to ch work, if a written law requires the person to he licence; and hant has given to the park operator a report red by the repairer as to the apparent cause of the

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	If this clau restrictions If yes, out	ise is not s to the c line the r	e: Yes No t excluded, are there any modifications or clause? Yes No modification or restriction below:			
	Note:	box abo	ause can be modified or restricted by marking the relevant 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)	 (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? \Box Yes \Box No					
	If yes, out	line the i	modification or restriction below:			
	Note:		use can be modified or restricted by marking the relevant ove and by either —			
		(a)	setting out the modification or restriction in the space provided below the clause; or			
		(b)	if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.			

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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 in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
	(3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises.
Clause 28 — Locks	(1) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.
	Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.
	(2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.
	(3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.
	Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.
	Note 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.
	Exclude this clause: Yes No
	If this clause is not excluded, are there any modifications or restrictions to the clause? \Box Yes \Box No
	If yes, outline the modification or restriction below:
	n yes, summe the mounted of restretion below.

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	Note:	This clause can be modified or restricted by marking the relevant box above and by either —
		 (a) setting out the modification or restriction in the space provided below the clause; or
		(b) if there is insufficient space below the clause, writing "Refer to Division 5" and setting out the modification or restriction in Division 5.
Clause 29 — Park operator's right of entry	oth	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 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

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	If thi	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 ctions to the clause? □ Yes □ No
	II 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 —
		 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:
	(3)	The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises: \Box Yes \Box No
	(4)	If yes — (a) the written consent of the park operator is required:
		□ Yes □ No
		(b) the following additional conditions apply:
	(5)	The park operator must not withhold consent unreasonably.
	(6)	At any time while the tenant's right to occupy the agreed
	(0)	premises continues, the tenant may remove any fixture that

	 he or she has, with the park operat premises, unless the removal of th irreparable damage to the agreed p (7) If the tenant's removal of a fixture agreed premises, the tenant must n and, at the option of the park operator for a compensate the park operator for a 	e fixture would cause premises. causes damage to the notify the park operator ator, repair the damage or
	incurred by the park operator in re	
	Exclude this clause: 🛛 Yes 🗖 No	
	If this clause is not excluded, are there as restrictions to the clause? \Box Yes \Box No	ny modifications or
	If yes, outline the modification or restric	tion below:
	Note: This clause can be modified or re box above and by either —	estricted by marking the relevant
	(a) setting out the modificat provided below the clau	ion or restriction in the space se; or
		ace below the clause, writing d setting out the modification or
Clause 31 — Selling	 Tenant permitted to sell a relocata tenant on the site: □ Yes □ No 	ble home owned by the
relocatable home	(2) If yes, state any restrictions which size and placement of any "for sal- home or elsewhere in the park.	
	(3) State any other restrictions which relocatable home.	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 e.
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 sub-letting the premises	(2)	If ye (a)	
		(b)	the following additional conditions apply:
	(3)	If th	e 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)	of ar the s cons	tenant is vicariously responsible for any act or omission nother person who is lawfully on the agreed premises or shared premises, if the act or omission would have tituted a breach of this agreement if done or omitted by enant.
agreement	(2)	the a auth	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 ied, of the tenant.
	Excl	ude th	is clause: □ Yes □ No
			se is not excluded, are there any modifications or s to the clause? \square Yes \square No
	If ye	s, outl	ine 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 34 — Repositioning of relocatable	relo	park operator reserves the right to reposition the tenant's scatable home to a comparable site in the park if essary. \Box Yes \Box 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 — Notice of	The perio	d of notice for the termination of this agreement is:					
termination	Note 1:	If notice of termination is given —					
		 (a) by the park operator under Part 3 Division 2 of the Act; or 					
		(b) by the tenant under Part 3 Division 3 of the Act,					
		section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator.					
	Note 2:	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 					
		 (b) 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 					
		(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.					

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Schedule 4Fixed term site-only agreementDivision 5Special terms

	Note 4: Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.
	Note 5: Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.
Clause 36 — No unilateral variation of agreement	Except as provided in clauses 13(1) and 15, 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 5 — Special terms

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

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Residential Parks (Long-stay Tenants) Regulations 2007Fixed term site-only agreementSchedule 4Condition reportDivision 6

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	Park operator / managing real estate agent					
signature/s	Signatory (print name)					
	Signature					
	Date Signed:					
	DD MM YYYY					
	Witness*					
	Signatory (print name)					
	Signature					
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$					
	DD MM YYYY					
	* Please note the witness cannot be the park operator or tenant.					
Tenant	Tenant (1)					
signature/s	Signatory (print name)					
	Signature					
	Date Signed:					
	DD MM YYYY					
	Tenant (2)					
	Signatory (print name)					
	Signature					
	Date Signed:					
	DD MM YYYY					
	Witness*					
	Signatory (print name)					
	Signature					
	Date Signed: $\Box\Box/\Box\Box/\Box\Box\Box$					
	DD MM YYYY					
	* Please note the witness cannot be the park operator or tenant.					
Cooling off period	Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —					
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.					

Division 9—Acceptance

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 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

I have signed 2 copies of Division 9. Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.

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<u>cl. 1</u>

Schedule 5 — Condition report

[r. 8(1)]

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

1. On-site home

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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			V/N					V/N		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			V/N					V/N		
Cupboards/ drawers										
Benchtops/ tiling			N/A					N/A		

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<u>cl. 1</u>

					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										

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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
Exhaust fan										
Other										

				F	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										

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<u>cl. 1</u>

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

	-			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			V/N					V/N		
Doors/ windows										

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				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
Blinds/ curtains										
Lights/ power points										
Floor coverings			N/A					V/N		
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		

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				E	Bedroom	3				
		Condition	at comm	nencemen	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										

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

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<u>cl. 1</u>

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

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					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			V/N					V/N		
Doors/ windows										
Blinds/ curtains										
Lights/ power points										
Floor coverings			V/N					V/N		
Wash tubs										
Hot water service										

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<u>cl. 2</u>

	(Condition	at comm	encemen	t		Conditi	on at tern	nination	-
	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										

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2. Site

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

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<u>cl. 3</u>

	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:

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. .

(Cross out if not needed)

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

4. Signatures

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

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

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

[r. 9(1)(a)]

1. Additional residents (1) Are tenants required to pay charges for persons residing on the agreed premises in addition to the number of permanent residents specified in the \Box Yes \Box No agreement? (2) If yes — • what constitutes "residing" (e.g. is there a minimum period that will be considered a period of "residence")? who is to be considered an "additional • person" (eg. does it include a carer or nurse who stays overnight)? are charges for additional residents payable \Box Yes \Box No only at certain times of the year?

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		• are charges for additional residents payable only after a certain period of occupancy? If yes, specify the period:	□ Yes □ No
		• are charges for additional residents payable if the home has its own bathroom and toilet?	□ Yes □ No
2.		Services and utilities	
		What services and utilities are provided to tenants?	
3.		Pets	
		Are pets allowed?	□ Yes □ No
4.		Shared premises and facilities	
	(1)	Are shared premises provided at the park?	🗆 Yes 🗆 No
	(2)	If yes, what are these premises?	
	(3)	Are there any restrictions about the use of shared premises?	🗆 Yes 🗆 No
	(4)	Are there mail facilities on the park?	\Box Yes \Box No

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5.		Parking	
		How much car parking is available?	
6.		Sub-letting or otherwise assigning the agreed pre	mises
	(1)	Is a tenant permitted to sub-let or otherwise assign	
		the agreed premises?	🗆 Yes 🗆 No
	(2)	If yes, is the consent of the park operator required?	🗆 Yes 🗆 No
	(3)	Do any other conditions apply?	🗆 Yes 🗆 No
7.		Restrictions on use of site	
		Are there any restrictions about what can be	
		placed on the site?	🗆 Yes 🗆 No
8.		Insurance requirements	
	(1)	Are there any requirements regarding insurance?	🗆 Yes 🗆 No
	(2)	If yes, what are these requirements?	
9.		Requirements on tenants regarding gardening ma	aintenance
		Are there any requirements upon the tenants	
		regarding gardening maintenance?	\Box Yes \Box No
10.		Park liaison committee	
	(1)	Is there a park liaison committee?	🗆 Yes 🗆 No

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(2) If yes —

what are its functions?
what are its procedures?

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1.

Schedule 7 — Information sheet (site-only agreement)

[r. 9(1)(b)]

Additional residents Are tenants required to pay charges for persons (1) residing on the agreed premises in addition to the number of permanent residents specified in the \Box Yes \Box No agreement? (2) If yes what constitutes "residing" (e.g. is there a minimum period that will be considered a period of "residence")? who is to be considered an "additional person" (e.g. does it include a carer or nurse who stays overnight)? are charges for additional residents payable only at certain times of the year? \Box Yes \Box No

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	• are charges for additional residents payable only after a certain period of occupancy? If yes, specify the period:	□ Yes □ No
	• are charges for additional residents payable if the home has its own bathroom and toilet?	□ Yes □ No
2.	Services and utilities	
	What services and utilities are provided to tenants?	
		•••••
3.	Pets	
	Are pets allowed?	□ Yes □ No
4.	Shared premises and facilities	
(1)	Are shared premises provided at the park?	□ Yes □ No
(2)	If yes, what are these shared premises?	
		•••••
(3)	Are there any restrictions about the use of shared premises?	🗆 Yes 🗆 No
(4)	Are there mail facilities on the park?	🗆 Yes 🗆 No

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5.		Parking How much car parking is available?	
6.		Selling a relocatable home or sub-letting or other the agreed premises	wise assigning
	(1)	Is a tenant permitted —	
		• to sell a relocatable home owned by the tenant on the site?	🗆 Yes 🗆 No
		• 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?	\Box Yes \Box 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

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Park liaison committee	
Is there a park liaison committee?	🗆 Yes 🗆 No
If yes —	
• what are its functions?	
• what are its procedures?	
	Is there a park liaison committee? If yes — • what are its functions? • what are its procedures?

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Schedule 8 — Prescribed classes of payment

[r. 10]

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

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Schedule 9 — Default notice

[r. 12]

Division 1 — Termination for non-payment of rent

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has not paid rent in accordance with a long-stay agreement.				
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.				
managing real estate agent The Department of Consumer Protection recommends that you make of the completed notice before giving it to the tenant and make every 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 Consumer Protection on 1300 30 40 54.				
Park operator / managing real estate agent	Name Address				
details	Suburb State DDD Postcode DDD				
Tenant/s details	Name Address				
	Suburb State DDD Postcode DDD				
Residential park and site	Park name and address				
details	Site location (e.g. site number or other description)				
Details of rent arrears	Date rent was due:				
	Amount of rent due:				
	If rent is owed for multiple periods, specify those periods below:				

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Key dates	When rent must be paid by:				
			D D M M Y Y Y Y		
	Note 1:		pay the rent by the above date, the park eal estate agent may give to the tenant a		
	Note 2: Under the <i>Residential Parks (Long-stay Tenants) Act 2000</i> section 39(4)(a), the above date must be at least 14 days the day on which this notice is given to the tenant.				
	Date of th	is notice:			
Park operator / managing real estate agent	C				
signature	Date sign	• •	DD MM Y Y Y Y		

Division 2 — Termination for other breach of agreement

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

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	_		
details	Address		
	Suburb		. State
Residential park and site	Park name		
details	Site locatio	on (e.g. site number or	
Breach details	Date of bro	each of agreement:	DD MM YYYY
		of the agreement has be	lescription, specifying what een breached. Attach additional
	How the breach may be remedied:		
Key dates	When breach must be remedied by: $\Box\Box/\Box\Box/\Box\Box\Box$		
•			D D M M Y Y Y Y
	Note 1:		nedy the breach by the above date, the g real estate agent may give to the ation.
	Note 2:		arks (Long-stay Tenants) Act 2006 date must be at least 14 days after the is given to the tenant.
	Date of thi	is notice:	

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Dauly on output /	Signatura	
Park operator / managing real		
estate agent signature	Date signed:	
signature	0	D D M M Y Y Y Y

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Schedule 10 — Notice of termination

[r. 13]

Division 1 — Termination by park operator

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

	(uclault hotice issued)		
Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenar 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 tenar in relation to that breach.		
	This notice can require vacant possession of the agreed premises before the last day of —		
	 the term of a fixed term tenancy; or 		
	a period of a periodic tenancy,		
	as the case may be.		
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.		
managing real estate agent	The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.		
Note to tenant	If you receive this notice you should check whether you have in fact breached the agreement.		
	If you believe you have not breached the agreement, you should contact the park operator and attempt to resolve the matter.		
	If you have breached the agreement, you must pay any outstanding rent, charges and fees and give vacant possession of the agreed premises by the date specified in this notice.		
	If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.		
Park operator / managing real estate agent details	Name Address		
	Suburb State DDD Postcode DDD		
Tenant/s details	Name 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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	•••••		
Breach details	Date rent was due:		
			D D M M Y Y Y Y
	Amount of	f rent due:	
	(Attach ad	ditional nagoa if mant ia	owed for multiple periods.)
	(Attach au	utional pages if tent is	owed for multiple periods.
Key dates	Date of de	efault notice:	
			D D M M Y Y Y Y
	Note 1:		unless a default notice has previously requiring payment by a date specified
	Vacant po	ssession required by:	
		1 2	D D M M Y Y Y Y
	Note 2:	The tenant will still be liab and fees after vacant pos	le for any outstanding rent, charges session is given.
	Note 3:	section 39(4)(b), the above	rks (Long-stay Tenants) Act 2006 e date must be at least 7 days after efault notice as the day by which the aid.
	Note 4:	section 39(4)(c), if the part State Administrative Tribu relation to this notice, the	rks (Long-stay Tenants) Act 2006 k operator makes an application to the inal under section 66 of that Act in application may be heard and ht is paid in full before the time set ication.
	Date of the	is notice:	
			D D M M Y Y Y Y
Park operator /	Signature .		
managing real estate agent	Name (plea	ase print)	
signature			
	Date signe	ed:	

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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 last day of —		
	 the term of a fixed term tenancy; or 		
	a period of a periodic tenancy,		
	as the case may be.		
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.		
managing real estate agent	The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.		
Note to tenant	If you receive this notice you should check whether you are in arrears in rent payments.		
	If rent is not outstanding, you should provide proof of the payment of that rent to the park operator.		
	If rent is outstanding and the park operator has made an application to the State Administrative Tribunal under section 66 of the Act, you must pay that rent and the amount of the filing fee for the application more than 24 hours before the time set down for hearing the application otherwise the State Administrative Tribunal may hear that application and order you to vacate the premises.		
	If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.		
Park operator / managing real estate agent	Name Address		
details	Suburb State DDD Postcode DDDD		
Tenant/s details	Name 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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Durach dataile	Doto nont	waa dugu	
Breach details	Date rent	was due:	
	Amount of	f rent due:	
	(Attach ad	ditional pages if rent is	owed for multiple periods.)
Key dates	Vacant po	ssession required by:	
	1	1 2	D D M M Y Y Y Y
	Note 1:	The tenant will still be liab and fees after vacant pos	ble for any outstanding rent, charges session is given.
	Note 2:		rks (Long-stay Tenants) Act 2006 ve date must be at least 7 days after ce is given to the tenant.
	Note 3:	section 39(5)(b), if the particular state Administrative Triburelation to this notice, the application if the rent and	rks (Long-stay Tenants) Act 2006 rk operator makes an application to the unal under section 66 of that Act in park operator must withdraw the the amount of the filing fee for the in full more than 24 hours before the the application.
	Date of th	is notice:	
			D D M M Y Y Y Y
Park operator /	Signature .		
managing real	Name (ple	ase print)	
estate agent signature	Date signe	ed:	
			D D M M Y Y Y Y

Subdivision 3 — Termination for other breach of agreement

Purpose of this notice	A park operator / managing real estate agent may issue this notice if a tenant has breached a term of a long-stay agreement (except a term for the payment of rent) AND the park operator / managing real estate agent has given a default notice to the tenant in relation to that breach.			
	This notice can require vacant possession of the agreed premises before the last day of —			
	the term of a fixed term tenancy; or			
	a period of a periodic tenancy,			
	as the case may be.			
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.			
managing real estate agent	The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.			

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

Key dates	Date of default notice:		D D MM Y Y Y Y
	Note 1:		unless a default notice has previously equiring payment by a date specified
	Vacant po	ssession required by:	
			D D M M Y Y Y Y
	Note 2:	The tenant will still be liab and fees after vacant poss	le for any outstanding rent, charges session is given.
	Note 3:		<i>ks (Long-stay Tenants) Act 2006</i> late must be at least 7 days after the s given to the tenant.
	Date of th	is notice:	
			D D M M Y Y Y Y
Park operator / managing real	U U		
estate agent			
signature	Date signe	ed:	
			D D M M Y Y Y Y

Subdivision 4 — Termination for sale of park

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

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Park operator / managing real estate agent details Name Address Address Suburb State Tenant/s details Name Suburb State Suburb State Suburb State Suburb State
estate agent
details Suburb State Postcode Tenant/s Name Address
Tenant/s Name details Address
details Address
Residential Park name and address
park and site details
Site location (e.g. site number or other description)
Intention to The park operator has entered into a contract for the sale of park premises and is required under the contract to give vacant
agreement possession of the agreed premises.
Accordingly the park operator intends to terminate the long-stay
agreement with the tenant under the Residential Parks (Long-stay
<i>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 D
D D M M Y Y Y
Note: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> 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: $\Box \Box / \Box \Box / \Box \Box \Box$
Park operator / Signature
managing real Name (please print)
estate agent Date signed:
signature D D MM Y Y Y

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Subar	vision 5 — Termination without grounds		
Purpose of this notice	A park operator / managing real estate agent may issue this notice if the park operator wishes to terminate an agreement without grounds.		
	This notice can require vacant possession of the agreed premises before the last day of a period of a periodic tenancy.		
	This notice cannot require vacant possession of the agreed premises before the last day of the term of a fixed term tenancy.		
Note to park operator /	Please complete in BLOCK letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY.		
managing real estate agent	The Department of Consumer Protection recommends that you make a copy of the completed notice before giving it to the tenant and make every effort to ensure the notice is securely delivered and received by the tenant.		
Note to tenant	If you have received this notice and you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.		
	If you need help please contact a community legal centre or the Department of Consumer Protection on 1300 30 40 54.		
Park operator /	Name		
managing real estate agent	Address		
details	Suburb State DDD Postcode DDD		
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)		
Intention to terminate agreement	The park operator intends to terminate the long-stay agreement with the tenant under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> s. 42.		
Key dates	Vacant possession required by:		
	D D M M Y Y Y		
	Note 1: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> 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		

Subdivision 5 — Termination without grounds

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	(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:	
Park operator / managing real)
estate agent signature	Date signed:	DD MM Y Y Y Y

Division 2 — Termination by tenant

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

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

park and site details	Site location (e.g. site number or oth	her description)	
Intention to terminate agreement	The tenant intends to terminate the long-stay agreement with the park operator under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 44.		
Key dates	section 44(3), the above da (a) at least 21 days af given to the park o	fter the day on which this notice is operator; and reement is for a fixed term — not	
	Date of this notice:	DDMMYYYY	
Tenant signature	Signature Name (please print) Date signed:		

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

Purpose of this notice	A park operator / managing real estate agent OR a tenant may issue this notice if agreed premises or shared premises meet the description set out in the item "Reason for notice" below.	
	This notice can require vacant possession of the agreed premises before the last day of the term of —	
	a fixed term tenancy; or	
	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 Consumer Protection 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 Consumer Protection on 1300 30 40 54.	
Note to tenant	If you are entitled to compensation because of the termination, you should contact the park operator and negotiate the compensation payable and the date by which the compensation should be paid.	

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	If you need help please contact a community legal centre or the Department of Consumer Protection 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 —		
	become uninhabitable or unusable for the intended purpose otherwise than as a result of a breach of the long-stay agreement; or		
	• ceased to be lawfully usable for the intended purpose; or		
	been compulsorily acquired by an authority under a written law.		
	(Please tick.)		
Person issuing notice	Name Address		
	Suburb State DDD Postcode DDD		
Person receiving notice	Name Address Suburb		
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		
	Note 1: Under the <i>Residential Parks (Long-stay Tenants) Act 2006</i> section 45(5), if the park operator gives this notice to the tenant, the above date must be at least 7 days after the day on which the notice is given.		
	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 M M Y Y Y		
Signature of	Signature		
person issuing notice	Name (please print)		

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Residential Parks (Long-stay Tenants) Regulations 2007Schedule 10Notice of terminationDivision 3Termination by park operator or tenant — agreement
frustrated

Date signed:	
	D D M M Y Y Y Y

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Schedule 11 — Notice to former tenant about abandoned goods

[r. 14] Park operator / Name managing real Address estate agent details State 🗆 🗆 Postcode 🗆 🗆 🗆 Suburb .. Former Name tenant/s details Address Suburb State DDD Postcode DDD Details of The long-stay agreement between the park operator and former terminated 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 The tenant left the following goods on the above premises: premises Date goods These goods were put into storage by the park operator under the Residential Parks (Long-stay Tenants) Act 2006 section 48(3) on: stored DD MM YYYY The Residential Parks (Long-stay Tenants) Act 2006 Note 1: section 48(4) requires the park operator within 7 days after the above date to send this notice to the former tenant; and (a) (b) publish a summary of this notice in a newspaper circulating generally throughout Western Australia. Under the Residential Parks (Long-stay Tenants) Act 2006 Note 2: section 48(2), the park operator need not store but may remove and destroy or otherwise dispose of abandoned goods if the goods are perishable foodstuffs; or (a)

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	(b) the cost of the removal, storage and sale of the ge is or is likely to be more than the estimated value 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 must be	Goods required to be reclaimed by: DD/DD/DDD DD/MMYYYY		
reclaimed by	Note: Under the Residential Parks (Long-stay Tenants) Act 2006 section 48(5), the above date must be at least 60 days afte day on which the goods were stored.		
If the goods are not reclaimed	If the goods are not reclaimed by the date specified above — (a) under the <i>Residential Parks (Long-stay Tenants)</i> Act 2006 section 48(5), the park operator must as soc as practicable arrange for the goods to be sold at pub auction; and		
	(b) under the Residential Parks (Long-stay Tenants) Act 2006 section 52, the park operator is entitled to retain out of the proceeds of the sale an amount eq to the sum of —		
	(i) the reasonable costs of removing, storing selling the goods; and	g and	
	 (ii) any amount owed to the park operator by long-stay tenant under the long stay agreement. 	the	
	Note: Under section 77(1) of the Act, if an amount of money is pa into the Rental Accommodation Fund from the proceeds of sale of abandoned goods, a person who had a legal right to goods before they were sold may apply to the State Administrative Tribunal for the amount to be paid to him or	the the	
Park operator /	Signature		
managing real	Name (please print)		
estate agent signature	Date signed:		
516nature	D D M M Y Y Y Y		

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Notes

This is a compilation of the *Residential Parks (Long-stay Tenants) Regulations 2007.* The following table contains information about those regulations.

1

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

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