

Residential Parks Act 2007

IMPORTANT INFORMATION

1. This site agreement applies to a site in a residential park that is used as a principal place of residence by a home owner. This form is not to be used for sites and dwellings owned by the park owner, that are to be rented to tenants.
2. It is recommended that you take time to read this agreement and to obtain independent legal, financial or other advice before signing it.
3. This is an agreement for a site in a residential park, which is regulated by the *Residential Parks Act 2007* (the Act).
4. Occupation of a residential park site under this agreement, is a leasehold right only. This agreement may be terminated in limited circumstances as set out in the Act. A fixed term agreement of five years or more will provide increased protection against the agreement being terminated.
5. 14 days before you sign this agreement you must be given certain documents, including a Disclosure Statement, Site Condition Report, Park Rules and an Information Notice outlining your rights and responsibilities.
6. Check that the relevant details in this agreement document are the same as those in the Disclosure Statement.
7. You are entitled to receive a copy of this agreement, free of charge, once it has been signed by both parties.
8. For information about the rights and responsibilities of park owners and residents visit www.sa.gov.au or call Consumer and Business Services on 131 882.

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|-------------------------|--|
| Location of site | Site number, name and street address of residential park |
|-------------------------|--|

Details of the parties

This agreement is made between the park owner and resident(s) as detailed below.

| | |
|-------------------------------|--|
| Park owner or operator | Full Name (if a company, use company name not trading name) |
| | _____ |
| | Owner/operator's address |
| | _____ |
| | Telephone _____ Mobile _____ |
| | Email _____ |

| | |
|--------------------|---|
| Resident(s) | Full Name/s |
| | _____ |
| | Telephone _____ Mobile _____ |
| | Email _____ |
| | Resident's work place (name and address), if applicable |
| | _____ |
| | _____ |

Term of Agreement

Commencement date: / / Date(s) reviewed: / /

End date: / / / /



Conditions

1. Application of the Act and Regulations

The park owner and resident(s) are legally bound to comply with the provisions of the *Residential Parks Act 2007* (the Act) and the associated Regulations. An agreement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of the Act, is void (unless the inconsistency, exclusion, modification or restriction is expressly permitted under the Act).

Terms used in this agreement that are defined in the Act have the meaning ascribed to them in the Act.

2. Maintenance of rented site and common property

Cleanliness

The park owner must:

- (a) ensure the rented property is in a reasonable state of cleanliness when the resident enters into occupation of the rented property;
- (b) keep the common areas and any garden or other area in the residential park in a reasonable state of cleanliness; and
- (c) arrange for regular collection of residents' garbage and other garbage in the residential park.

Repair

The park owner must:

- (d) ensure that the rented property is in a reasonable state of repair at the start of this agreement;
- (e) ensure that the common areas are in a reasonable state of repair at the start of this agreement having regard to their age, character and prospective life; and
- (f) abide by all legal requirements affecting the rented property and the common areas; and
- (g) if requested to carry out repairs to common area bathroom, toilet or laundry facilities, minimise inconvenience or disruption to the resident and, if necessary, provide temporary substitute facilities.

3. Maintenance of rented property - resident

The resident must keep the rented property in a reasonable state of cleanliness and must notify the park owner of damage to the rented property or any common areas caused by the resident or a person allowed at the park by the resident. The resident must not intentionally or negligently cause or allow damage to occur to the rented property or common areas. If the agreement ends, the resident must give the rented property back to the park owner in a reasonable condition and in a reasonable state of cleanliness.

4. Use of rented property

- (1) The resident must not use or allow the rented property or common areas of the residential park to be used for an illegal purpose.
- (2) The resident must not cause or allow a nuisance, or interfere with the reasonable peace, comfort or privacy of:
 - a. another park resident/tenant
 - b. people using the common areas
 - c. neighbours of the residential park.

5. Handing over vacant possession without legal impediment

At the commencement of this agreement the park owner must hand over vacant possession of the rented property to the resident. The park owner agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the resident from using the rented property as a place of residence for the period of operation of this agreement.

6. Resident's right to peace comfort and privacy

The resident is entitled to quiet enjoyment of the rented property. The park owner must not cause or allow any interference with the reasonable peace, comfort or privacy of the resident in the resident's use of the rental property or with the reasonable use or enjoyment by the resident of the park's common areas. The park owner must take reasonable steps to prevent other park residents from causing or permitting any interference with the resident's reasonable peace, comfort, privacy or enjoyment of the rented property or the park's common areas.

7. Park owner's right of entry

The park owner may only enter the rented property in the following circumstances:

- (a) if the entry is made in order to avert danger to life or valuable property;
- (b) where the resident is required to pay charges for water, electricity or gas consumed at the rented property, for the purpose of reading the relevant meter;
- (c) the entry is made for the purpose of ensuring compliance with statutory requirements relating to separation distances between structures on neighbouring sites and removal of hazardous materials, and that entry is made at a reasonable time and on a reasonable number of occasions;
- (d) the entry is made for the purpose of lawn or grounds maintenance in a case where the resident agreed to such an arrangement when entering into this agreement, and that entry is made at a reasonable time and on a reasonable number of occasions;
- (e) with the consent of the resident given at, or immediately before the time of entry;
- (f) the entry is made in accordance with the regulations.

When entering the rented property the owner must not:

- (a) act in an unreasonably intrusive manner;
- (b) enter another part of the rented property that is not related to the purpose of the visit; or
- (c) remain on the rented property longer than necessary.

8. Locks and security devices

- (1) If there is a lock or other security device which restricts entry to the residential park or part of the park to which the resident may have access, the park owner must give to the resident a copy of a key or device or information required to open the security device at or before the commencement of this agreement.
- (2) If a security device is installed or changed during the term of this agreement, the park owner must give a copy of the key or device or information required to open the security device to the resident before the security device is locked or activated.
- (3) At the end of the agreement, the resident must return any keys or devices that have been provided to them by the park owner.
- (4) The park owner must maintain the security device in good working order.

9. Access to residential park

The park owner must provide to the resident:

- (a) twenty four (24) hour vehicle access to the residential park; and
- (b) twenty four (24) hour access to the residential park and common area bathroom and toilet facilities;
- (c) access during all reasonable hours to any other common area facilities.

10. Park rules

The park owner may make rules about the use, enjoyment, control and management of the residential park. The rules constitute terms of this agreement.

The park owner must give a copy of the park rules to the resident at least fourteen (14) days before this agreement is signed.

The park owner can make written amendments to the park rules. An amendment will have no effect unless the park owner has consulted with the park's residents committee, considered their views and given fourteen (14) clear days' written notice of the amendment to each resident.

A rule that is inconsistent with the Act or purports to exclude, modify or restrict the operation of the Act is void (unless the inconsistency, exclusion, modification or restrictions is expressly permitted under the Act).

11. Rent increases

The park owner can increase the rent for the site if the terms of this agreement allow it. However, rent can only be increased once the agreement has been in place for twelve months, or it has been 12 months since the last rent increase. If the park owner intends to increase the rent, 60 days' written notice is required, unless rent increases are set out in this agreement and the date upon which the increases are to occur are clearly defined.

12. Charges for water, electricity and gas and other payments

The park owner must bear all statutory charges imposed in respect of the rented property. However, if water, electricity or gas consumption at the rented property are separately metered or if bottled gas is supplied to the rented site, the park owner may include a term in this agreement requiring the resident to pay for the water, electricity or gas. The park owner may also require the resident to make any other payment prescribed by the regulations if the payment is a term of this agreement.

13. Resident's liability

The resident will be legally responsible for any act or omission of a person whom the resident invites or allows onto the rented property who breaches this agreement.

14. Assignment

- (1) The resident must not assign this agreement to another person without written consent from the park owner. The park owner must not unreasonably withhold consent or charge for giving consent except for the park owner's reasonable expenses.
- (2) At least 14 days before this agreement is assigned to another person, the resident must advise that person to contact the park owner to request the prescribed information.

15. Subletting

The resident must not enter into a sub-letting agreement unless:

- (a) the park rules define the terms upon which the park owner will act as managing agent for residents in relation to sub-tenancy agreements and the services to be provided by the owner to residents as managing agent for sub-letting agreements;
- (b) the park owner has consented to the making of a sub-tenancy agreement; and
- (c) the resident has entered into a sub-tenancy managing agent agreement with the park owner under which the owner will act as managing agent for the resident in accordance with the park rules.

16. Selling a dwelling

The resident is entitled to sell the dwelling installed or located on the rented site. Before offering the dwelling for sale, the resident must inform the park owner of their intention to sell the dwelling and request the park owner's permission to assign this agreement to the buyer.

17. Termination for breach of agreement

This agreement can be terminated by giving notice of termination to the other party for breaching a term of this agreement. The notice must be in writing in a form approved by the Commissioner specifying the breach and must inform the other party that if the breach is not remedied within a specified period this agreement will be terminated.

By the park owner - The resident must be given a period of at least twenty eight (28) clear days from the date the notice is given to remedy the breach.

By the resident - The park owner must be given a period of at least fourteen (14) clear days from the date the notice is given to remedy the breach.

18. Termination for repeat breaches

Either the park owner or the resident may terminate this agreement by giving notice of termination to the other if the owner or the resident has breached the same term of this agreement on at least three (3) separate occasions, and breach notices have been given for at least two (2) previous occasions. Such notice must be in writing.

By the park owner - A period of at least twenty eight (28) clear days' notice must be given.

By the resident - A period of at least fourteen (14) clear days' notice must be given.

19. Termination on hardship grounds

If continuing this agreement would result in undue hardship to the park owner or the resident, SACAT may on application of the park owner or the resident, terminate this agreement from the date specified in the SACAT order.

20. At the end of the agreement

- (1) The resident can terminate the agreement by giving twenty eight (28) days' written notice to the park owner.
- (2) If the resident has lived in the park for less than five (5) years, the park owner can terminate the agreement by giving twenty eight (28) days' written notice to the resident.
- (3) If the resident has lived in the park for five (5) years or more, the park owner can only terminate the agreement if there are grounds to do so.

21. Agreement continues if not terminated

- (1) If this agreement has not been terminated, the site agreement is automatically reissued with the same terms and conditions and for the same amount of time as this agreement.
- (2) If the resident has lived at the park for five (5) years or more, and the resident or park owner does not want the agreement to be reissued with the same terms, written notice of ninety (90) days must be given to the other party to seek a variation of terms. This agreement will continue until a review of the agreement is completed and the agreement is reissued.
- (3) If the resident has lived at the park for five (5) years or more, they can choose for this agreement to continue as a periodic agreement, rather than for a fixed term, by giving written notice to the park owner.

Note: there are additional grounds of termination by the park owner and the resident contained in the Act.

Both parties have a right to apply to the SACAT for settlement of a dispute.

ADDITIONAL CONDITIONS

NOTE: Any additional terms are not required by law and are negotiable before you sign this agreement.

Additional terms may be inserted below, but only if:

- (a) they do not contravene the Act or regulations or any other law, and
- (b) they are not inconsistent with the standard terms contained above.

WARNING. It is against the law to insert any terms in this agreement which operate to annul, vary or exclude any provisions of the Act or the regulations. Terms prohibited by the regulations also cannot be added to this agreement. Independent advice should be sought prior to accepting any additional terms added to this agreement.

Signatures and acknowledgement

Park owner or their representative

Name:

Signature:

Date: / /

Acknowledgment by resident

The resident must initial each box below to indicate they have received the documents.

Do not sign this agreement if you have not been given all of the required documents.

Disclosure statement – at least 14 days before entering into this agreement

Site condition report – at least 14 days before entering into this agreement

Copy of the park rules – at least 14 days before entering into this agreement

Information notice outlining your rights and responsibilities – at least 14 days before entering into this agreement

Contact details if emergency repairs are required

Information about fees that may be charged in addition to rent

Information about whether you are entitled to any payments (other than bond) when you leave the site, and if so how the amount will be determined.

Information about your right to sell or relocate a dwelling on the site, and what will happen if you've been unable to sell the dwelling after a period of time

It is recommended that residents be given a copy of the booklet for park residents, prepared by Consumer and Business Services. The resident should initial the box below to indicate they have received the booklet.

Booklet for site residents

Resident/s

Name:

Signature:

Date: / /

Name:

Signature:

Date: / /