

## Standard-form site-only agreement

### IMPORTANT INFORMATION FOR TENANTS

This long-stay agreement is regulated by the *Residential Parks (Long-stay Tenants) Act 2006* (the **Act**).

This long-stay agreement is to lease a site in a residential park and gives you rights to use shared premises in the park.

You must also be provided with a copy of the information booklet on park living approved by the Commissioner for Consumer Protection (the **information booklet**). This information booklet sets out your rights and responsibilities as a tenant under the Act.

This long-stay agreement may, in certain limited circumstances set out in the Act, be terminated. The information booklet sets out further information about termination.

If this long-stay agreement is for a fixed term, this long-stay agreement may finish at the end of the term (with no extension).

You may be required to remove the relocatable home at your cost when this long-stay agreement ends. Further information can be found in the information booklet.

Before signing this long-stay agreement you should -

- seek independent legal, financial or other advice; and
- read the information booklet; and
- make sure that any non-standard terms are satisfactory and that you understand how they affect you. (The non-standard terms are set out in a separate part at the end of this long-stay agreement.)

References in this long-stay agreement to sections (for example, s. 32H) are references to relevant sections of the Act.

## TERMS

### 1. Definitions

In this long-stay agreement -

**Act** means the *Residential Parks (Long-stay Tenants) Act 2006*;

**agreed premises** means the site, any structures on the site that the tenant is entitled to use or occupy under this long-stay agreement, and any fixtures, fittings or chattels that are provided under this long-stay agreement for the exclusive use of the tenant;

**park operator** means the party referred to in clause 4;

**Regulations** means the *Residential Parks (Long-stay Tenants) Regulations 2007*;

**relocatable home**, in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;

**residential park** or **park** means the residential park referred to in clause 3;

**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 tenants or makes accessible to all tenants; and
- (b) any fixtures, fittings or chattels in or on the common areas, structures or amenities;

**site** means the site referred to in clause 3;

**tenant** means a party referred to in clause 6;

**voluntary sharing arrangement** means an agreement under clause 13 that the tenant will pay -

- (a) rent on a deferred basis; or
- (b) a share of the sale price (either the total sale price or the capital gain) when the relocatable home is sold; or
- (c) an exit fee (either fixed or determined by formula) if the home is sold or removed from the site.

### 2. Long-stay agreement

This long-stay agreement is made between the park operator and the tenant/s.

The park operator grants the tenant/s the right -

- (a) to occupy the site; and
- (b) to position a relocatable home on the site; and
- (c) to non-exclusive use of the shared premises.

3. Residential park and site details	
Park	Park name:
	Park address:
Site	Site location (site number or other description):
	Area of site:
	Plan attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Park operator's details	
Park operator's name:	
Business address:	
Phone:	
Email address (if any):	
Does the park operator accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If park operator is a body corporate	Nominated contact (name and position / title):
	Business address (if different from above):
	Contact details (including out-of-hours):
5. Managing agent's details (if applicable)	
Managing agent's name:	
Managing agent's address:	
Phone:	
Email (if any):	
Does the managing agent accept notices and other documents by email?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>6. Tenant details</b>
<b>Tenant name (1):</b>
Address for service of documents (if different from site address):
Phone:
Email (if any):
Does the tenant (1) accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No
Place of occupation:
Address:
<b>Tenant name (2):</b>
Address for service of documents (if different from site address):
Phone:
Email (if any):
Does the tenant (2) accept notices and other documents by email? <input type="checkbox"/> Yes <input type="checkbox"/> No
Place of occupation:
Address:
<i>Note: If there are additional tenants, insert details below.</i>

7. Number of residents	
(1) The maximum number of persons who may use a relocatable home on the site as their principal place of residence	
(2) The maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site	
(3) Is the tenant required to pay a fee for persons residing on a temporary basis in the agreed premises (i.e. visitors' fees)? <i>(If yes, complete subclauses (4) to (6).)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
(4) When will visitors' fees be payable? <i>(Specify circumstances in which a visitors' fee must be paid, for example if a visitor stays for more than a minimum period of time.)</i>	
(5) Amount of the visitors' fee	\$..... per night / week / fortnight / month* <i>(*Delete as appropriate.)</i>
(6) How is the visitors' fee to be paid?	<input type="checkbox"/> at the same time and in the same manner as the rent  <input type="checkbox"/> other (please specify) .....
<p><i>Note: Tenants are not required to pay visitors' fees unless the number of persons residing on the agreed premises at a particular time exceeds the maximum number of persons who may use the agreed premises as their principal place of residence under the long-stay agreement.</i></p> <p><i>Visitors' fees cannot be charged for a carer of a tenant.</i></p>	

8. Term of long-stay agreement	
(1) * This long-stay agreement is periodic starting on ...../...../..... * This long-stay agreement is for a fixed term <div style="text-align: right;">           starting on ...../...../.....            ending on ...../...../.....         </div> (*Delete as appropriate.)	
(2) Options to renew	<input type="checkbox"/> Not applicable <input type="checkbox"/> Options as follows: Length of option .....years ..... months Length of option .....years ..... months
<p><i>Note:</i></p> <ul style="list-style-type: none"> <li>• A fixed term long-stay agreement sets out the period of time for which a tenant rents the site. At the expiry of a fixed term long-stay agreement the tenant's right to live at the park ends, unless otherwise agreed with the park operator. Prior to the end of the term, the park operator must give the tenant notice about whether the park operator intends to renew the long-stay agreement.</li> <li>• A periodic long-stay agreement does not specify a time period for the long-stay agreement, but may be ended by either party in certain circumstances for example if the park operator sells the park. Further information about how a long-stay agreement may be terminated is set out in the information booklet.</li> <li>• The tenant may be required to remove the home at their own cost when the long-stay agreement ends. Further information on when this may occur is provided in the information booklet.</li> </ul>	
9. Rent	
(1) Rent per week / fortnight/ month* (*Delete as appropriate.)	\$.....
<p><i>Note:</i> Other fees may be payable including visitors' fees and fees for utilities and other services.</p>	
(2) Method of payment <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> EFTPOS <input type="checkbox"/> Credit card <input type="checkbox"/> Deduction from pension <input type="checkbox"/> Direct deposit into specified financial institution <input type="checkbox"/> Other (please specify)	
(3) Rent payment day	
(4) Location of rent payment (if applicable)	
(5) Rent in advance The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of \$ .....	
<p><i>Note:</i> This amount must not be more than 2 weeks' rent.</p>	

(6) The tenant agrees to pay the rent on time.	
(7) The park operator must give the tenant a rent receipt within 3 days of rent being received unless the rent is paid into an account in a financial institution nominated by the park operator.	
<b>10. Rent variation</b>	
(1) Is rent variation allowed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
(2) Basis for variation <i>For example -</i> <ul style="list-style-type: none"> <li>• a percentage change; or</li> <li>• a change by a set amount; or</li> <li>• a variation in CPI (the all groups consumer price index for Perth published by the Australian Bureau of Statistics).</li> </ul>	
(3) Review dates or frequency	
<p><i>Note:</i></p> <ul style="list-style-type: none"> <li>• The park operator must give at least 60 days' notice of a rent variation.</li> <li>• The minimum interval for rent reviews is 12 months for a site-only agreement.</li> <li>• If it is the practice of the park operator to review the rent payable by 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 long-stay agreement, this clause can set the first review date earlier than the required 12 months from the beginning of the tenancy.</li> <li>• A single basis for review must be specified for each review date. Different bases for calculating rent may be specified for different review dates. Review based on market rent is not permitted.</li> <li>• This clause 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 long-stay agreement immediately before the review date.</li> <li>• In certain circumstances the park operator may increase rent to cover significant increases in the costs of operating the park or significant unforeseen repair costs. In these circumstances the park operator must give special notice about the proposed increase and if tenants do not agree to the increase in rent the matter may be decided by the State Administrative Tribunal.</li> </ul> <p><i>Further information about this process is set out in the information booklet.</i></p>	

11. Services and facilities		
<p>(1) If a service or facility set out below is provided by the park operator, and the cost of that service or facility is not covered by rent, the fee for that service or facility is payable by the tenant during the term of this long-stay agreement in relation to the agreed premises.</p>		
Service or facility	Fee (if applicable)	Frequency (if applicable)
<p>Electricity</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Charged based on consumption cost (separately metered)</p> <p>\$..... .. per . . . .</p>	
<p>Gas</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Charged based on consumption (separately metered)</p> <p>\$..... per .....</p>	
<p>Water</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Charged based on consumption (separately metered)</p> <p>\$..... per .....</p>	
<p>Phone</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p> <p>Details:.....</p> <p>.....</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee (separate phone line) \$.....</p> <p><input type="checkbox"/> Charged based on consumption (separate phone line)</p> <p>\$..... per .....</p>	



<p>Internet</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p> <p>Details:.....</p> <p>.....</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee \$.....</p> <p><input type="checkbox"/> Charged based on use (specify) ..... ..... \$.....</p>	
<p>Gardening (e.g. mowing)</p> <p><input type="checkbox"/> provided by park operator</p> <p><input type="checkbox"/> must be arranged separately by the tenant with a third party</p> <p><input type="checkbox"/> not available</p> <p>Details: .....</p> <p>.....</p>	<p><input type="checkbox"/> None (covered by rent)</p> <p><input type="checkbox"/> Fixed fee \$.....</p> <p><input type="checkbox"/> Other (specify) ..... ..... \$.....</p>	
<p>Other (specify)</p>	<p>\$.....</p>	
	<p>\$.....</p>	
	<p>\$.....</p>	
<p>(2) If a fee set out above is imposed by a State agency or instrumentality and is varied by that agency or instrumentality, the amount payable by the tenant for that fee under this long-stay agreement will vary accordingly.</p>		
<p><i>Note: The park operator must not require payment of any additional fees (permitted under the Act and Regulations) unless they are set out, and agreed to by the tenant, in this long-stay agreement. The Act and Regulations limit the types of fees that may be charged in addition to rent and bond. Details of these permitted fees are set out in the information booklet.</i></p> <p><i>For utilities (electricity, gas, water), a tenant can only be required to pay the park operator for usage if this is separately metered.</i></p> <p><i>The fee that a park operator can charge for a service or facility is limited to the amount that is necessary to recover the reasonable costs of providing the tenant the service or facility, or other such reasonable amount.</i></p>		
<p><b>12. Security bond</b></p>		
<p>The following security bond must be paid by the tenant on signing this long-stay agreement (not more than 4 weeks' rent) \$.....</p>		

### 13. Voluntary sharing arrangements

(1) Is a voluntary sharing arrangement available for the site?

☐ Yes      ☐ No

*(See clause I for definition of voluntary sharing arrangement.)*

(2) If yes, select 1 of the following:

☐ Deferred rent (fixed amount), payable on termination \$.....

☐ Deferred rent (determined by formula), payable on termination (specify formula)

.....

☐ Exit fee (fixed amount) if relocatable home is sold \$.....

☐ Exit fee (determined by formula) if relocatable home is sold (specify formula)

.....

☐ Share in capital gain if relocatable home is sold on-site ..... %

☐ Share of total sale price if relocatable home is sold on-site..... %

(3) In return for any agreed voluntary sharing arrangement, the tenant will receive the following benefit:

*Note: The park operator may be required to offer an alternative "rent tenant: only" long-stay agreement (i.e. a long-stay agreement that charges rent that is no more than what you are currently paying, or what tenants of similar sites are paying, whichever is greater) - see section 13A of the Act. If so, it is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.*

*See the additional document (supplied by the park operator) which sets out voluntary sharing arrangement examples for an indication of how the voluntary sharing arrangement will operate for this long-stay agreement.*

### 14. Children

Are children permitted to live at the agreed premises?    ☐ Yes ☐ No

*Note: Under section 20 of the Act it is illegal for a park operator to refuse to enter into a long-stay agreement (or advertise or otherwise indicate an intention to refuse, or instruct another person to refuse) on the ground that a child will live on the agreed premises unless*

- *the park has age restrictions and its long-stay agreements do not permit children to live at agreed premises; or*
- *the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 and the licence permits the park operator to include such a term in the long-stay agreement.*

<b>15. Pets</b>														
<p>(1) Are tenants allowed to keep pets at the agreed premises?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>(If yes, complete subclauses (2) and (3).)</i></p>														
<p>(2) Number and type of pets:</p>														
<p>(3) Restrictions and rules on keeping of pets:</p>														
<p><i>Note: The keeping of pets is also subject to any local laws for the relevant district.</i></p>														
<b>16. Shared premises</b>														
<p>(1) The following shared facilities and services are provided at the park:</p>														
<table border="0"> <tr> <td><input type="checkbox"/> Mail facilities</td> <td><input type="checkbox"/> Bowling green</td> </tr> <tr> <td><input type="checkbox"/> Clubroom / community hall</td> <td><input type="checkbox"/> Tennis court</td> </tr> <tr> <td><input type="checkbox"/> Swimming pool</td> <td><input type="checkbox"/> Library</td> </tr> <tr> <td><input type="checkbox"/> Gymnasium</td> <td><input type="checkbox"/> Storage area for boats / caravans</td> </tr> <tr> <td><input type="checkbox"/> BBQ facilities</td> <td><input type="checkbox"/> Vegetable garden</td> </tr> <tr> <td><input type="checkbox"/> Workshop</td> <td><input type="checkbox"/> On-site caretaker</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Other (please list)</td> </tr> </table>	<input type="checkbox"/> Mail facilities	<input type="checkbox"/> Bowling green	<input type="checkbox"/> Clubroom / community hall	<input type="checkbox"/> Tennis court	<input type="checkbox"/> Swimming pool	<input type="checkbox"/> Library	<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Storage area for boats / caravans	<input type="checkbox"/> BBQ facilities	<input type="checkbox"/> Vegetable garden	<input type="checkbox"/> Workshop	<input type="checkbox"/> On-site caretaker	<input type="checkbox"/> Other (please list)	
<input type="checkbox"/> Mail facilities	<input type="checkbox"/> Bowling green													
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<input type="checkbox"/> BBQ facilities	<input type="checkbox"/> Vegetable garden													
<input type="checkbox"/> Workshop	<input type="checkbox"/> On-site caretaker													
<input type="checkbox"/> Other (please list)														
<p>(2) Restrictions on use of shared premises (including the shared facilities and services provided at the park):</p>														
<p>(3) Are any facilities or services available only on a user-pays basis and not covered by the rent?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>(If yes, list facilities or services and current cost.)</i></p>														
<p>(4) May the park operator make changes to the residential park resulting in a reduction of the shared premises if at least 75% of the tenants at the park support the changes?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>														
<p><i>Note: Under the Act the State Administrative Tribunal may make an order for a reduction in rent if there is a significant reduction in the extent or quality of the shared premises at the park.</i></p>														

**17. Assignment and sub-letting (s. 320)**
**(1) Assignment**

(a) Is the tenant permitted to assign their interest under this long-stay agreement?

☐ Yes ☐ No

(b) If yes, is the written consent of the park operator required?

☐ Yes ☐ No

**(2) Sub-letting**

(a) Is the tenant permitted to sub-let the agreed premises?

☐ Yes ☐ No

(b) If yes, is the written consent of the park operator required?

☐ Yes ☐ No

(3) Additional conditions on assignment or sub-letting:

(4) Unless otherwise specified above, the tenant may assign the tenant's rights and obligations under this long-stay agreement or sub-let the agreed premises only with the written consent of the park operator.

(5) If the park operator's consent is required for assignment or sub-letting -

(a) the park operator must not unreasonably withhold consent; and

(b) the park operator must not charge any fee for giving the consent except for reasonable incidental expenses.

**18. Affixing fixtures and making alterations (s. 321)**
**(1) Agreed premises**

(a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the agreed premises?

☐ Yes ☐ No

(b) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.

## (2) Exterior of the relocatable home or other structure

- (a) Is the tenant permitted to affix a fixture or make a renovation, alteration or addition to the exterior of the relocatable home or the exterior of any other structure?

☐ Yes      ☐ No

- (b) If yes, is the consent of the park operator required?

☐ Yes      ☐ No

- (c) If yes, the tenant must obtain the park operator's written consent when, or immediately before, the tenant affixes the fixture or makes the renovation, alteration or addition.

*Note: See clause 32 for further details on consent for affixing fixtures or making alterations.*

## 19. Relocation of relocatable home

- (a) Does the park operator reserve the right to relocate the tenant's relocatable home to a reasonably comparable site in the residential park, if it is reasonably necessary to do so?

☐ Yes      ☐ No

- (b) If yes, the park operator must pay the tenant compensation for reasonable financial loss resulting from the requirement to relocate.

*Note: See the information booklet for examples of compensation to be paid to the tenant due to relocation.*

## 20. Sale of relocatable home

- (1) The tenant is permitted to sell a relocatable home owned by the tenant while it is in place on the site.

- (2) The tenant is entitled to display a "for sale" sign, but must comply with the following requirements about size and placement of a sign:

- (3) The following restrictions also apply to the sale of the relocatable home:

- (4) The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.

*Note: If the buyer of a relocatable home intends to use or occupy the home on the site, the sale of the home will be conditional upon the buyer entering into a long-stay agreement with the park operator or the assignment of the tenant's rights and obligations under the long-stay agreement to the buyer.*

<b>21. Park rules</b>
The tenant and park operator agree to comply with the attached park rules as amended from time to time in accordance with the Regulations.
<b>22. No unilateral variation</b>
Neither the park operator nor the tenant can vary this long-stay agreement unilaterally.
<b>23. Termination of long-stay agreement</b>
This long-stay agreement can only be terminated in certain circumstances and in accordance with the Act.
<i>Note: Details of the laws in relation to termination of long-stay agreements are set out in the information booklet.</i>
<b>24. Notices - how given</b>
(1) A notice under this long-stay agreement must be given in accordance with the Act and the Regulations.
(2) A notice from the tenant to the park operator may be given to the managing agent.
(3) A party to this long-stay agreement may withdraw their consent to a notice being given or sent by email by giving a written notice to that effect to each other party to this long-stay agreement.
<i>Note: Details of how notices are to be given are set out in the information booklet.</i>

## STANDARD TERMS

*Part 2 Division 5 of the Act contains **standard terms** which are included in all long-stay agreements and which cannot be modified or varied. The clauses below are indicative of those standard terms. Please refer to the Act for the current standard terms.*

### **25. Vacant possession (s. 32B)**

Vacant possession of the agreed premises must be given to the tenant on the day on which the tenant is entitled under the long-stay agreement to take up occupation of the agreed premises.

### **26. No legal impediment to occupation of tenanted premises (s. 32C)**

- (1) At the time of entering into the long-stay agreement -
  - (a) the park operator is not aware of a legal impediment to the tenant's lawful enjoyment of the agreed premises for the period of the long-stay agreement; and
  - (b) there is no legal impediment to the tenant's lawful enjoyment that the park operator ought reasonably to have known about.
- (2) In this clause -
 

***tenant's lawful enjoyment***, of the agreed premises, means the tenant's lawful occupation of the agreed premises as a residence or use of the agreed premises for the period of the long-stay agreement.

### **27. Quiet enjoyment (s. 32D)**

- (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 reasonable use by the tenant of the shared premises.

### **28. Park operator's right of entry (s. 32E)**

- (1) In this clause -
 

***reasonable time*** means -

  - (a) between 8 am and 6 pm on a weekday; or
  - (b) between 9 am and 5 pm on a Saturday; or
  - (c) at another time agreed between the park operator and each tenant.

- (2) The park operator may only enter the agreed premises in the following circumstances-
  - (a) if the tenant agrees at, or immediately before, the time of entry;
  - (b) in an emergency;
  - (c) to meet the park operator's obligations under a written law, if the park operator enters at a reasonable time and gives at least 24 hours' written notice to the tenant;
  - (d) to inspect the agreed premises or for any other purpose, if the park operator enters at a reasonable time and gives the tenant written notice of at least 7 and not more than 14 days;
  - (e) to carry out or inspect necessary repairs or maintenance, if the park operator enters at a reasonable time and gives at least 72 hours' written notice to the tenant;
  - (f) to show the agreed premises to prospective tenants, if the park operator enters at a reasonable time and on a reasonable number of occasions during the 21 days before the long-stay agreement ends and gives the tenant reasonable written notice;
  - (g) to show the agreed premises to prospective purchasers of the agreed premises, if the park operator enters at a reasonable time and on a reasonable number of occasions and gives the tenant reasonable written notice;
  - (h) if the long-stay agreement makes provision for the collection of the rent at the agreed premises - to collect the rent once a week, at a reasonable time;
  - (i) to inspect and secure the agreed premises if there are reasonable grounds for believing that the premises have been abandoned and the tenant has not responded to a notice from the park operator.
- (3) The park operator may only enter other premises occupied by the tenant in the following circumstances -
  - (a) if the tenant agrees at, or immediately before, the time of entry;
  - (b) in an emergency.

**29. Conditions of park operator's entry (s. 32F)**

- (1) When exercising a right of entry under clause 28, the park operator-
  - (a) must do so in a reasonable manner; and
  - (b) must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.
- (2) The park operator must compensate the tenant if the park operator or any person accompanying the park operator causes damage to the tenant's property when exercising a right of entry under clause 28.
- (3) If it would unduly inconvenience the tenant for the park operator to enter the agreed premises as specified in a notice given under clause 28, the park operator must make a reasonable attempt to negotiate a day and time for that entry that does not unduly inconvenience the tenant.
- (4) The park operator may conduct up to 4 routine inspections under clause 28(2)(d) in any 12-month period.
- (5) A written notice given to the tenant in relation to entry to the agreed premises must be in the approved form and specify the day of the entry and whether the entry will be before or after 12 pm on that day.
- (6) If the park operator exercises the right of entry under clause 28(2)(f) or (g), the tenant is entitled to be on the agreed premises during the entry.



**30. Long-stay tenant's conduct on premises (s. 32G)**

The tenant must not -

- (a) cause or permit a nuisance anywhere in the residential park; and
- (b) use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

**31. Locks and security (s. 32H)**

- (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.
- (1) The tenant must 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.
- (2) The park operator must 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 must 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.
- (4) The tenant may alter or add any lock or similar device to the agreed premises after termination of an excluded tenant's interest on the ground of family violence under section 74B of the Act or if it is necessary to prevent the commission of family violence that the tenant suspects, on reasonable grounds, is likely to be committed by the excluded tenant against the tenant or a dependant of the tenant.
- (5) The tenant must give to the park operator a copy of the key to any lock or similar device altered or added under subclause ( 5) as soon as practicable, and in any event within 7 days, after the lock or similar device has been altered or added.
- (6) The park operator must not give a copy of a key referred to in subclause (6) to an excluded tenant or a person who the tenant has instructed the park operator in writing not to give the copy of the key.

**32. Removing fixtures and altering premises (s. 32I)**

- (1) If clause 18 provides that the tenant may, with the park operator's consent, affix a fixture or make a renovation, alteration or addition-
  - (a) the park operator must not unreasonably withhold consent; and
  - (b) at any time while the tenant's right to occupy the agreed premises continues, the tenant may remove any fixture that the tenant has, with the park operator's consent, affixed to the agreed premises, unless the removal of the fixture would cause irreparable damage to the agreed premises; and
  - (c) 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.
- (2) If the park operator wishes to affix any fixture or make any renovation, alteration or addition to the agreed premises, then -
  - (a) the park operator must obtain the tenant's consent when, or immediately before, the park operator affixes the fixture or makes the renovation, alteration or addition; and
  - (b) the tenant must not unreasonably withhold such consent.
- (3) The tenant may affix a prescribed fixture or make prescribed alterations to the agreed premises if necessary to prevent the commission of family violence or to prevent entry onto the agreed premises of an excluded tenant whose interest in the long-stay agreement has been terminated under section 74B of the Act.

- (4) For the purposes of subclause (3) -
  - (a) the cost of making the prescribed alterations must be borne by the tenant; and
  - (b) the tenant must give written notice to the park operator of the tenant's intention to make the prescribed alterations; and
  - (c) work on the prescribed alterations must be undertaken by a qualified tradesperson, a copy of whose invoice the tenant must provide to the park operator within 14 days of the alterations being completed; and
  - (d) the prescribed alterations must be effected having regard to the age and character of the property and any applicable strata company by-laws; and
  - (e) the tenant must restore the agreed premises to their original condition at the end of the long-stay agreement if the park operator requires the tenant to do so and, if restoration work has been undertaken by a tradesperson, must provide to the park operator a copy of that tradesperson's invoice within 14 days of that work being performed.
- (5) The tenant may, with the park operator's consent, affix furniture or a thing to affix furniture to the wall of the on-site home for the purpose of ensuring the safety of a child or person with a disability.
- (6) For the purposes of subclause (5) -
  - (a) the park operator may only refuse consent-
    - (i) if affixing the item to the wall would disturb material containing asbestos; or
    - (ii) for a prescribed reason; and
  - (b) unless the park operator agrees otherwise in writing, the tenant must remove the item from the wall when the tenant vacates the on-site home and either -
    - (i) restore the wall to its original condition; or
    - (ii) compensate the park operator for any reasonable expenses incurred by the park operator in doing that restoration;

and
  - (c) the cost of affixing the item to the wall, removing it and restoring the wall to its original condition, must be borne by the tenant; and
  - (d) if the tenant causes damage to the on-site home when affixing or removing the item or restoring the wall to its original condition-
    - (i) the tenant must notify the park operator in writing that damage has been caused to the on-site home; and
    - (ii) the park operator may require the tenant to repair the damage and restore the on-site home to its original condition or compensate the park operator for the reasonable expenses incurred in doing the repair and restoration;

and
  - (e) the park operator is taken to have consented to affixing the furniture or thing to the wall of the on-site home if, and only if-
    - (i) the tenant has given the park operator a request, in the approved form, seeking the park operator's consent to affix the item to the wall; and
    - (ii) The park operator has not refused consent under paragraph (a) within 14 days after the day on which the park operator receives the request.

**33. Long-stay tenant's responsibility for cleanliness and repair (s. 32J)**

The tenant must -

- (a) keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness; and
- (b) keep the relocatable home on the site in a reasonable state of repair so it is fit to live in.

**34. Long-stay tenant's responsibility for damage (s.32K)**

- (3) 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 the damage occurring, of any damage-
  - (a) to the site or to any fittings or fixtures on the site; and
  - (b) to the exterior of the relocatable home on the site.

**35. Park operator's responsibility for cleanliness and repairs (s. 32L)**

- (1) The park operator must -
  - (a) provide the agreed premises and 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 shared premises in a reasonable state of repair having regard to the age, character and prospective life of the premises; and
  - (d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of park residents.
- (2) If the park operator carries out work to comply with the park operator's obligations under subclause (1), the work must be carried out -
  - (a) as soon as reasonably practicable and in a manner that minimises disruption to the residents; and
  - (b) at an appropriate standard having regard to the age, character and prospective life of the agreed premises or shared premises; and
  - (c) if the work is carried out on agreed premises and the park operator must enter the agreed premises - in accordance with clauses 28 and 29.

**36. Urgent repairs (s. 32M)**

- (1) In this clause -
 

**essential service** means a service prescribed in the Regulations as electricity, gas, water (including the supply of hot water), sewerage, a septic tank or other wastewater management treatment, and a functioning refrigerator (but only if supplied with the agreed premises);

**suitable repairer**, in relation to urgent repairs, means a person who is suitably qualified, trained or, if necessary under a written law, licensed or otherwise authorised, to undertake the urgent repairs;

**urgent repairs**, in relation to agreed premises, means repairs to the premises that are necessary -

  - (a) to supply or restore an essential service; or
  - (b) to avoid -
    - (i) exposing a person to the risk of injury; or exposing property to damage; or
    - (ii) causing the tenant undue hardship or inconvenience.

- (2) If a need for urgent repairs arises otherwise than as a result of the breach of the long-stay agreement by the tenant -
  - (i) the tenant must notify the park operator of the need for those repairs as soon as practicable after the need arises; and
  - (ii) the park operator must ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification.
- (3) The tenant may arrange for the urgent repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs if-
  - (a) the tenant is unable to contact the park operator within –
    - (i) in relation to urgent repairs for the supply or restoration of an essential service -24 hours; or
    - (ii) in relation to other urgent repairs - 48 hours or any longer prescribed period; or
  - (b) the tenant contacts the park operator about the need for the urgent repairs but the park operator fails to ensure that the repairs are carried out by a suitable repairer as soon as practicable after the notification.
- (4) If the tenant arranges for the urgent repairs to be carried out under subclause (3), the park operator must, as soon as practicable after the repairs are carried out, reimburse the tenant for the reasonable expense incurred in arranging for those repairs to be carried out.

**37. Levies, rates, taxes and charges to be paid by park operator (s. 32N)**

- (1) The park operator must bear the cost of -
  - (a) any contribution levied in respect of the agreed premises and shared premises under the *Strata Titles Act 1985* or the *Community Titles Act 2018*; and
  - (b) all rates, taxes or charges imposed in respect of the agreed premises and shared premises under -
    - (i) the *Land Tax Act 2002*; and
    - (ii) the *Local Government Act 1995*; and
    - (iii) the *Water Services Act 2012*, except a charge for the volume of water consumed.
- (2) Despite subclause (1), a term of the long-stay agreement or another written contract, agreement, scheme, deed or other written arrangement between the tenant and the park operator may provide that the tenant indirectly pays, as a component of rent paid under the long-stay agreement, a prescribed charge as defined in the *Rates and Charges (Rebates and Deferrals) Act 1992* section 3(1).

**38. Long-stay tenant's vicarious responsibility for breach of long-stay agreement (s.32P)**

- (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 the long-stay agreement if done or omitted by the tenant.
- (2) However, 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.

NON-STANDARD TERMS
<b>Information for tenants</b>
<p>Non-standard terms are not prescribed by the Act, but are subject to negotiation between the parties to the long-stay agreement.</p> <p>If a non-standard term is inconsistent with the Act or the Regulations, the Act or Regulations will prevail and the non-standard term will be void to the extent of any inconsistency.</p> <p>Before signing this long-stay agreement a tenant should seek independent advice and ensure that the non-standard terms are appropriate for their circumstances.</p>
<b>Non-standard terms (special conditions)</b>

## EXECUTION

By signing this long-stay agreement the parties agree to be bound by its terms and conditions.

### **Park operator or managing agent**

Signatory (print name):

Signature:

Date signed:

Witness (print name):

Signature:

Date signed:

### **Tenant (1)**

Signatory (print name):

Signature:

Date signed:

Witness (print name):

Signature:

Date signed:

### **Tenant (2)**

Signatory (print name):

Signature:

Date signed:

Witness (print name):

Signature:

Date signed:

### **Cooling off period**

Under section 18 of the Act, a tenant is entitled to rescind this long-stay agreement at any time within 5 working days after the date of this long-stay agreement. This time frame is extended if the park operator does not provide disclosure documents. However, a tenant cannot rescind this long-stay agreement after taking up possession.

### TENANT'S CHECKLIST

The tenant acknowledges that they have been given a copy of each of these documents:

	Disclosure statement
	Property condition report
	Park rules
	Information booklet on park living approved by the Commissioner for Consumer Protection

*(Tenant to initial each box.)*

#### Independent advice

- ☐ I have obtained independent legal advice before signing this long-stay agreement.
- ☐ I have decided not to obtain independent legal advice before signing this long-stay agreement.

- ☐ I have signed 2 copies of this long-stay agreement.

*Note: The park operator is required to give the tenant a fully executed copy of the long-stay agreement within 21 days after it is signed by the tenant, or as soon as reasonably practicable after that.*