GOVERNMENT OF WESTERN AUSTRALIA

Department of **Local Government, Industry Regulation and Safety**

Statutory Review

Residential Parks (Long-stay Tenants) Act 2006

Report and recommendations

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Glossary

Act	*Residential Parks (Long-stay Tenants) Act 2006*
agreement or long-stay agreement	A tenancy agreement between a park operator and a tenant, may be a fixed term or periodic agreement
Commissioner	Commissioner for Consumer Protection
CPI	Consumer Price Index - a measure of how the average price of a good or service changes over time.
fixed term agreement	An agreement between a park operator and a long-stay tenant to rent either a site or a site and dwelling for a fixed period of time
home	A relocatable home that is situated on a site in a residential park. May be a caravan, mobile home, cabin or manufactured home
LGIRS	Department of Local Government, Industry Regulation and Safety
long-stay only park	A residential park that contains only long-stay sites and provide residential accommodation to long-stay tenants
long-stay tenant or tenant	A person who is granted a right of occupancy by a park operator under a long-stay agreement.
mixed use park	A residential park that caters for both long-stay tenants and tourists. Tenants at mixed use parks may have to share facilities with holiday makers
on-site home agreement	An agreement to rent a home and a site in a residential park
park operator	The person operating a residential park and who grants the right to occupy a site within the park
park liaison committee or PLC	A group, consisting of the park operator and tenant representatives, that assists the park operator to maintain and improve the lifestyle of tenants
periodic tenancy agreement	An agreement between a park operator and a long-stay tenant to rent either a site or a site and dwelling for an unspecified period of time
residential park	A place, including a caravan park, where there are — a) sites on which relocatable homes may be parked, assembled or erected in accordance with a tenancy; and b) shared premises for the use of long-stay tenants in accordance with a tenancy. A residential park may be a mixed use or a long-stay only park

Regulations	*Residential Parks (Long-stay Tenants) Regulations 2007*
RTA	*Residential Tenancies Act 1987* (WA)
site	A parcel of land in a residential park that is leased to a long-stay tenant.
site-only agreement	An agreement to rent only the site in a residential park, and the tenant places their own home on the site.
State Administrative Tribunal or SAT	The State Government administrative tribunal that has the jurisdiction to resolve disputes under the Act

Introduction

Overview of the Act

The *Residential Parks (Long-stay Tenants) Act 2006* (the Act) regulates tenancy arrangements between residential park operators and tenants that live in residential parks.

Residential parks are located across Western Australia (WA). Some residential parks offer both long-stay and tourist accommodation (mixed use parks) while others cater exclusively to long-stay tenants (long-stay only parks).

The common features of a long-stay agreement are:

- a long-stay tenant leases a site from the park operator;
- the tenant lives in a relocatable home that is either owned by the tenant or leased from the park operator;
- there are shared facilities for the use of long-stay tenants; and
- a set of standard terms apply to the agreement between the park operator and tenant that are set out in the Act.

A park operator owns the land. Therefore, residential parks may be a more affordable option for tenants relative to land ownership. This can however present a risk to tenants in that the operator may require the tenant to vacate if, for example, the operator intends to redevelop the park.

The Act aims to balance the rights of long-stay tenants and commercial interests of operators by:

- requiring park operators to disclose certain information to prospective tenants prior to signing an agreement, including a schedule of fees and charges and a copy of the proposed long-stay agreement;
- providing for standard terms and requiring a written agreement in the standard form;
- prescribing requirements for agreements, for example, allowable fees and charges;
- outlining how rent may be increased;
- making provision for park rules and park liaison committees;
- stipulating how agreements must be terminated;
- regulating the sale of homes that are not owned by the park operator; and
- providing for determination of disputes by the State Administrative Tribunal (SAT).

Additional oversight of the sector is provided by the *Caravan Park and Camping Grounds Act 1995* (WA) that requires an operator of a caravan park to hold a licence. This applies to some, although not all, residential parks. This Act is not within scope of this review.

Background to the review

In 2020, the Act was amended to implement recommendations from the previous statutory review which sought to improve certainty of contract and promote fair dealing between residential park operators and long-stay tenants. The *Residential Parks (Long-stay Tenants) Amendment Act 2020* (Amendment Act) came into operation on 10 July 2020 with the majority of reforms commencing by proclamation in January 2022. These reforms strengthened disclosure requirements, prohibited market rent reviews for new agreements, removed 'without grounds' terminations for site-only agreements, and provided clearer processes regarding park rules.

Section 96 of the Act requires a statutory review of the Act's operation and effectiveness, as soon as practicable after the 5th anniversary of the day on which the Amendment Act came into operation. A report on the review must be tabled in both Houses of Parliament. The Minister for Commerce must table a report on this review in both Houses of Parliament.

The review has considered LGIRS' experience in administering the Act, interstate legislation and reforms, and feedback received from stakeholders during consultation.

The review has considered issues arising at the three key stages of the tenancy:

- prior to living in a park;
- living in a park; and
- leaving a park.

How we consulted

LGIRS released a Discussion Paper on 16 February 2026, inviting public comment by providing a written submission, completion of a provided workbook or online survey. Twenty four submissions and 267 individual responses were received.

LGIRS conducted presentations on the review in Perth, Bunbury, Albany, Geraldton and Broome. Meetings were held with the Park Home Owners' Association WA (PHOAWA), select park liaison committees, park operator representatives, Caravan & Camping WA (CCWA), developers and operators of residential parks and the Urban Development Institute of Australia WA (UDIA WA).

Key findings

Stakeholder feedback indicates that, overall, the Act establishes a suitable framework to regulate residential parks and establish rights and obligations for park operators and long-stay tenants. However, the following issues were identified as affecting the Act's operation and effectiveness:

- awareness by tenants and operators of their general rights and obligations;
- management of poor behaviour; and
- limited awareness by tenants of existing mechanisms to represent their interests and raise disputes, such as via park liaison committees.

While the review identified support for several regulatory amendments to improve the operation and clarity of the Act, a key finding has been a desire for greater education and guidance across the residential parks sector.

Stakeholder feedback indicated that many issues arise not from deficiencies in the legislative framework, but from a potential lack of awareness and understanding of existing rights and obligations. This is particularly relevant given the significant reforms introduced in 2022, which strengthened consumer protections and introduced new rights and processes for tenants and operators. The review has found that improving access to clear, practical and targeted information is likely to deliver substantial benefits for both residential parks' tenants and operators.

Summary of recommendations

No.	Recommendation
1	LGIRS to streamline mandatory disclosure information to improve its effectiveness in communicating the rights, obligations, risks and costs of park living.
2	In consultation with the sector, LGIRS will assist to improve operator understanding of their obligations, for example, mandatory disclosure.
3	LGIRS to develop material for operators to provide to tenants on a voluntary and ongoing basis to inform them about their rights, obligations and key matters.
4	LGIRS to amend standard form agreements and the Property Condition Report to improve readability, clarity, use and understanding by tenants and operators.
5	Amend the Act to allow the Commissioner for Consumer Protection to approve agreements to allow them to more efficiently be amended.
6	LGIRS to consult with the sector on amendments to clarify options for operators and tenants at the end of a fixed term agreement.
7	Amend the Act to limit rent increases to once annually for on-site agreements so that the same time frame limit applies to all long-stay agreements.
8	LGIRS to consult further with the sector to assess the impact of market rent reviews for agreements entered into before 31 January 2022 and consider possible reform options.
9	LGIRS to review and update the content of the rent variation disclosure information to clarify the types of review mechanism permitted and include worked examples of a CPI+X% model.
10	LGIRS to increase education, training and guidance for the sector on the existing regulatory framework for fees and charges.
11	LGIRS to review the disclosure process to ensure there is clearer, standardised disclosure of other fees and charges.
12	LGIRS to review and update mandatory disclosure material for voluntary sharing arrangements.
13	LGIRS to increase education, training and guidance for the sector on the operation of existing framework for voluntary sharing arrangements.
14	LGIRS to increase education, training and guidance for the sector on the existing regulatory framework regarding the creation, use and maintenance of park rules.

No.	Recommendation
15	LGIRS to create model or example park rules.
16	LGIRS to develop with sector representatives voluntary education, training and guidance for park operators on their rights and obligations.
17	LGIRS to create a park operator handbook, or similar guidance material, in collaboration with park operator representatives.
18	Amend the retaliatory action provisions of the Act to align with sections 26A and 26B of the *Residential Tenancies Act 1987* (WA).
19	LGIRS to provide additional guidance and education to the sector on the retaliatory action provisions of the Act.
20	LGIRS to increase education, training and guidance for the sector on the role, function and operation of park liaison committees, including how to utilise them to resolve issues.
21	LGIRS to engage with the sector to determine the impact and usefulness of mandatory repair timeframes for operators to complete non-urgent repairs consistent with proposed reforms to the *Residential Tenancies Act 1987* (WA).
22	LGIRS to engage with the sector to educate tenants, park liaison committees and park operators about current maintenance and repair obligations and how to resolve related issues.
23	LGIRS to increase education, training and guidance for the sector on existing dispute resolution pathways.
24	LGIRS to consult further with the sector on alternative or additional dispute resolution mechanisms.
25	Amend the Act to enable the Commissioner for Consumer Protection to provide determinations on certain categories of disputes and allow bond disputes to be determined in this manner.
26	LGIRS to develop education and guidance for the sector on the sale of homes.
27	LGIRS to further consider the interaction between the real estate licensing requirements of the *Real Estate and Business Agents Act 1978* (WA), the Act and Regulations with respect to the sale of park homes.

No.	Recommendation
28	Amend the Act to require an operator to notify the Commissioner for Consumer Protection if the park operator proposes to issue notices of termination to tenants because the park is to be sold with vacant possession, sites are to be closed for works or other similar circumstances that will affect a significant number of tenants.
29	LGIRS to consult with the sector to determine if the Act should be aligned with the upcoming reforms to the *Residential Tenancies Act 1987* (WA) about replacing without grounds terminations for all tenancies with a list of specific grounds.
30	LGIRS to develop guidance material for operators and tenants on compensation and the opportunity for the State Administrative Tribunal to determine compensation.
31	Amend the Act to provide for the establishment of a register of residential parks.

Prior to living in a park

Pre-contractual disclosure

Background

The purpose of mandatory pre-contractual disclosure by park operators is to ensure prospective tenants are aware of the ongoing costs, risks, rights and obligations of living in a residential park and can make an informed decision to live there before signing an agreement.

The Act and Residential Parks (Long-Stay Tenants) Regulations 2007 (the Regulations) currently require operators to provide the following disclosure documents to prospective long-stay tenants five days before signing a site-only agreement and at any time prior to a tenant signing an on-site home agreement.

Table 1 – Current mandatory disclosure documents

Mandatory disclosure document	Purpose
Proposed long-stay agreement	Outlines the specific terms of the long-stay agreement including fees and charges, rent amount and rent review mechanisms. Must be completed by the operator and be in the prescribed form.
Park Living Information Booklet	A comprehensive guidance document approved by the Commissioner that outlines the laws regulating residential parks for operators and long-stay tenants.
Disclosure Statement – Form RP2A	A summary of key terms of the agreement including how and when rent variations will occur, information about the site and future proposals for the park (e.g. additional facilities or services, sale or redevelopment). Must be in the form approved by the Commissioner.
Schedule of fees and charges	A list of all fees and charges payable to the park operator. The operator may determine the form of this document.
Park rules	If there are park rules for the park, an operator must provide a copy. Park rules are made by operator in accordance with the Act.
Property condition report	An outline of the condition of the site and, if leased from the operator, the home. The report must be in the prescribed form.
Voluntary Sharing Arrangement - Form RP2B	If the proposed lease agreement includes a voluntary sharing agreement (such as an exit fee), the operator must provide this approved form with clear information and worked examples on calculation of the voluntary sharing arrangement.

Other jurisdictions

In New South Wales (NSW), park operators must provide a five-page brochure to prospective tenants indicating their basic rights and obligations.[1]

In NSW and South Australia (SA) operators must provide prospective tenants a disclosure statement that includes relevant planning and development requirements (including requirements to modify homes due to bushfire risk), the presence of an embedded electricity network, and the ability for the tenant to modify the property (e.g. for aged access). Queensland (QLD) operators must provide prospective tenants a disclosure statement that outlines the rights and obligations of tenants and park operators, and a park comparison document that includes the rental amount and the basis that rent may increase, additional fees, accessibility features of the park and other matters.

Objective of consultation

To determine if the current disclosure material is appropriate, including the manner and frequency that it is provided by park operators to tenants.

Consultation feedback

Stakeholders were asked in the survey whether current disclosure material is clear. There was significant difference between tenant and operator views.

Table 2 – Tenant and operator views on current disclosure material

Survey Response	Share of tenants (228 responses; rounded)	Share of operators (13 responses; rounded)
Material is clear	40%	87%
Material is unclear	25%	7%
Not sure	15%	7%
Did not receive material	21%	N/A

Tenant comments identified concerns that disclosure documents were difficult to understand, were provided late (on signing or settlement) and contained hidden or poorly explained fees. Tenants also raised concerns about insufficient disclosure of future plans for the park and pressure to sign an agreement. In particular, tenants considered the possibility of being required to vacate due to redevelopment, closure or sale should be more prominently disclosed.

A common view of park operators was that disclosure material should be condensed to improve its effectiveness and lower administrative burden. Condensed disclosure material could include:

- provision of a short summary of key rights, obligations, risks and costs;
- an improved Disclosure Statement, including a list of fees; and

[1] Moving into a land lease community | NSW Government

- better disclosure of voluntary sharing arrangements (VSAs) to indicate how they could impact tenants financially (see further discussion in separate section on VSAs).

Discussion

Streamlining disclosure information to more effectively present risks, costs, rights and obligations has wide support across the sector. It is expected to reduce the administrative burden on operators and improve the effectiveness of disclosure for prospective tenants.

The Park Living Information Booklet could be supplemented by a concise flier summarising the rights, obligations and risks of park living.[2] Further, education for park operators and sales agents could improve how disclosure documents are used and provided to prospective tenants prior to signing a long-stay agreement.

Findings

- Mandatory disclosure documents could be improved by being made concise and clearly outline rights, obligations and risks for prospective tenants.
- Some park operators may not understand and comply with current disclosure requirements.

Recommendations

1. LGIRS to streamline mandatory disclosure information to improve its effectiveness in communicating the rights, obligations, risks and costs of park living.

2. In consultation with the sector, LGIRS will assist to improve operator understanding of their obligations, for example, mandatory disclosure.

Ongoing disclosure

Background

Ongoing disclosure by an operator to a tenant occurs when the tenant is living in a park.

The Act requires that an operator must disclose to a tenant any matter that may have a material impact to their stay, such as a redevelopment of the park.[3]

This obligation does not extend to operators providing updates on general matters such as how to raise a dispute, the basis for rent increase, VSA calculations or behavioural expectations in parks. Given many tenants remain in parks for extended periods, information provided by operators before entry may not be retained by tenants or may become outdated.

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[2] For reference, New South Wales mandates park operators provide prospective tenants a concise flier: Moving into a land lease community | NSW Government

[3] s. 20A of the Act.

Other jurisdictions

Victoria (VIC) is considering reforms that would allow tenants to request information from operators on matters such as exit fees and their rights and obligations when leaving a park.[4] Other Australian jurisdictions do not require ongoing disclosure of this type.

Objective of consultation

To determine if tenants and operators could benefit from operators disclosing to tenants on an on-going basis information about their basic rights and obligations.

Discussion

Stakeholder feedback indicated some support for ongoing disclosure on issues such as behavioural obligations and rent reviews. While submissions on the matter were limited, 58 per cent of surveyed tenants had lived in a residential park for more than five years, suggesting there may be value in periodically refreshing information.

In consultation with the sector, LGIRS could develop concise guidance material for operators to provide tenants voluntarily on an annual basis. Given the limited use of mandatory ongoing disclosure in other jurisdictions, a voluntary approach is recommended. Ongoing disclosure could take the form of a bulletin.

Findings

- There are benefits for both operators and tenants in operators providing ongoing disclosure to tenants that already live in a park.
- There is limited support within the sector for mandatory ongoing disclosure obligations to expand beyond the current requirements.

Recommendation

3. LGIRS to develop material for operators to provide to tenants on a voluntary and ongoing basis to inform them about their rights, obligations and key matters.

Applying for a long-stay agreement

Background

A park operator usually requires a prospective tenant to provide information to assess their application to live in a residential park. The Act currently does not regulate the collection, use, storage, destruction and sharing of tenants' personal information by a park operator.

Other jurisdictions

Residential parks legislation in QLD, NSW and SA does not regulate the management of tenant information provided to park operators.

[4] Consumer Legislation Amendment Bill 2026 | legislation.vic.gov.au

Objective of consultation

To determine if reform is required to protect tenant information collected by park operators.

Consultation feedback

Submissions identified limited concerns involving tenant information collected by operators. Long-stay only park operators indicated that the *Privacy Act 1988* (Cth) applies and suggested this provides sufficient coverage.

Circle Green Community Legal Centre suggested that prohibitions should be placed on the types of tenant information that an operator can request from a prospective tenant, such as their bank transaction history.

LGIRS is not aware of operators using third-party rent payment platforms similar to those used in the residential tenancies sector that deal with tenant information or any activities of park operators involving tenant information that require improvement.

Finding

- There are no demonstrated concerns about the management of tenant information by park operators that suggests reform in this area is warranted.

Long-stay agreements and forms

Background

The Act prescribes standard form agreements that must be used by park operators. These agreements outline the standard terms that apply to all long-stay agreements under the Act. If a standard agreement is not used by a park operator, a penalty applies. This ensures tenants and operators have minimum contractual protections in a standard form.

Operators and tenants have flexibility to add non-standard terms to these agreements although these terms will be invalid if they conflict with the Act.[5]

Residential park forms are published by Consumer Protection and include prescribed and Commissioner-approved forms,[6] for example, a Property Condition Report (PCR).

Other jurisdictions

In NSW, residential park agreements must comply with the prescribed form.[7]
SA agreements must include the terms prescribed by the Act and regulations, and park operators may choose to refer to a model agreement to guide their own agreements.[8] In QLD, agreements must include standard terms or requirements and take an approved form.[9]

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[5] s. 10B(2) of the Act.
[6] Residential parks publications - Consumer Protection - LGIRS
[7] *Residential (Land Lease) Communities Act 2013* (NSW) s. 26(2)(d).
[8] *Residential Parks Act 2007* (SA) s. 10(2). Guidance residential park agreements can be found at SA.GOV.AU - Residential park agreements
[9] *Manufactured Homes (Residential Parks) Act 2003* (Qld) ss. 20,25.

A property condition report (PCR) for a site is prescribed in NSW[10] and is neither prescribed nor approved in SA.[11]

Objective of Consultation

To determine if agreements and forms for the sector require amendment.

Consultation Feedback

Operators of some long-stay only parks have requested development of a specific agreement for their parks due to their different offering relative to mixed use parks. Alternatively, they suggest site-only agreements be amended to improve readability and different operator offerings. These operators further suggested the PCR be amended to indicate what items in a home are the responsibility of the operator or tenant to maintain.

PHOAWA and CCWA did not raise specific concerns in their submissions, but in subsequent meetings indicated support for improving clarity. The Property Council recommended agreements and forms include prompts to facilitate completion.

Survey comments by tenants indicate concern that agreements were incomplete, were received after settlement or only when asked, were long and complex, key clauses were not highlighted, and different versions of agreements in the same park leads to confusion.

Discussion

Amending standard form agreements and the PCR may make them easier for all parties to use and understand. Amendments could include a plain English rewrite and prompts within the documents to assist their completion. These improvements are expected to have positive impacts on all groups throughout the sector. The amended documents would be developed in consultation with operator and tenant representatives.

Consistent with the approach under the *Residential Tenancies Act 1987* (WA) (RTA), the Act could be amended to allow standard long-stay agreements to be approved by the Commissioner rather than prescribed in the Regulations. This reform will allow agreements to be more easily amended as circumstances change.

Findings

- Stakeholders consider that standard form agreements require review to ensure they are concise, contain prompts to guide completion, written in plain English and suited for use across the residential parks sector.
- Updating the prescribed Property Condition Report would improve its clarity, usability and overall effectiveness.

[10] Standard site condition report form for residential land lease community operators | NSW Government
[11] SA.GOV.AU - Forms and fact sheets for residential park tenancies

Recommendations

4. LGIRS to amend standard form agreements and the Property Condition Report to improve readability, clarity, use and understanding by tenants and operators.

5. Amend the Act to allow the Commissioner for Consumer Protection to approve agreements to allow them to more efficiently be amended.

Expiry of fixed term agreements

Background

Some tenants continue to live in a residential park with the consent of the park owner after their fixed term agreement expires. LGIRS has received queries from tenants about the status of their agreements.

The Act provides a level of coverage in these circumstances. The operator must provide advance notice to the tenant that the fixed term agreement will or will not be renewed or a new agreement will be provided.[12] A fixed term agreement will terminate when it expires and the tenant provides vacant possession of the premises to the operator.[13] If the agreement is not terminated, the same terms will continue to apply.[14] Alternatively, if the operator and tenant agree, the terms of the expired fixed-term agreement can continue to apply on a periodic basis.[15] It may be difficult for tenants and operators to determine if the fixed term agreement continues or transitions to a periodic agreement.

Other jurisdictions

In SA, at the expiry of a fixed term agreement, it will continue on a periodic basis on the same terms and conditions, unless terminated.[16] This mirrors the position of the RTA.[17] QLD site agreements continue until they are terminated.[18] Site-only agreements in NSW can continue after the expiry of a fixed term on the same terms and conditions until the agreement is terminated in accordance with legislation.[19]

Objective of consultation

To determine if clarification is required for both tenants and operators on the status and terms of the tenancy when a fixed term agreement expires and the tenant continues to live in the park with the consent of the park operator.

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[12] s. 32R of the Act.
[13] s. 33(2) of the Act.
[14] s. 34 of the Act.
[15] s. 35A of the Act.
[16] *Residential Parks Act 2007* (SA) s. 17A.
[17] *Residential Tenancies Act 1987* (WA) s. 76C.
[18] *Manufactured Homes (Residential Parks) Act 2003* (Qld) s. 26.
[19] *Residential (Land Lease) Communities Act 2013* (NSW) s. 31(5).

Consultation feedback

Tenants and operators are uncertain about the terms and conditions of an agreement that apply when a resident continues to reside at a park after a fixed term agreement expires. For example, the rent review mechanism that applies.

In its feedback, Circle Green suggested that the Act requires amendment to clarify this situation and ensure a periodic agreement applies automatically once a fixed term agreement expires, reflecting the approach in the RTA.

Discussion

The Act could be amended to provide that fixed term agreements become periodic on the same terms and conditions unless terminated by either party. This reflects common practice in some mixed use parks so the impact on the sector is not expected to be significant. However, further consultation is required to determine the impact on the sector.

Finding

- There is uncertainty in the sector about the terms and conditions that apply to an agreement when a tenant remains at a park after a fixed term agreement expires.

Recommendation

6. LGIRS to consult with the sector on amendments to clarify options for operators and tenants at the end of a fixed term agreement.

Living in a Park

Rent Variation

Background

The Act sets out clear rules for reviewing and varying rent. The 2022 reforms included changes to clarify these requirements.

There must be a minimum period between rent variations or increases of:

- 12 months for site-only agreements; and
- 6 months for on-site home agreements.[20]

A shorter period can apply for the first rent variation if the park operator reviews rent in accordance with a set schedule and has given the tenant notice of the schedule before the agreement was entered into.

For all long-stay agreements the rent review clause in the agreement must:

- use a single, identifiable calculation method for each review date;
- allow rent to decrease if the formula results in a lower amount (for example, if the Consumer Price Index falls); and:
- not be based on market rent (for agreements made after 31 January 2022).

A different mechanism can be applied at different review dates if agreed by the parties.

In all cases, a park operator must give at least 60 days' written notice of a proposed rent increase, setting out details of the proposed rent and when it will begin.

A tenant who believes a rent increase does not comply with the Act or the terms of the agreement may apply to the SAT to have the matter reviewed. The SAT can determine whether the increase was made in accordance with the legislative requirements and the agreement.

There are some differences in the laws that apply to long-stay agreements entered into before 31 January 2022 (when the 2022 reforms came into effect).

For on-site home agreements that are:

- Fixed term - the rent can only be increased during the term if the agreement provides for an increase.
- Periodic - do not need to include a rent variation clause, the park operator can simply give notice of a rent increase (unless the agreement limits this right).

Calculation of rent variation based on current market rent is permitted for long-stay agreements entered into before 31 January 2022. When reviewing the rent, the park operator must take into account a report from a licensed land valuer.

[20] ss.29A and 30 of the Act.

Other jurisdictions

Methods for regulating rent variation differ across other jurisdictions.

Market rent reviews are banned in Queensland and site rent increases are limited to 3.5 per cent or CPI (whichever is higher). Rent can only be increased on one designated basis at a time and rent increases must be at least 12 months apart.[21]

In NSW, rent cannot be increased more than once in any 12-month period and can only be increased by either a fixed method which is written into the site agreement or, if there is not a fixed method present in the site agreement, by notice (of at least 60 days).[22] All agreements entered into after 24 September 2024 can only have fixed calculation which contains one element to calculate the fixed method increase (e.g. a dollar amount, a set percentage or any increase in CPI since the last increase).

In VIC, rent cannot be increased more than once every 12 months. Site agreements must stipulate that rent can be increased by either a fixed amount which is calculated by a chosen method, or a non-fixed amount.[23] Park operators must also give 90 days' notice of a rent increase. On 1 July 2026, further regulatory protections have been added whereby park operators must disclose rent and rent increase methodologies including worked examples over 1, 2, 5 and 10 years.

In SA, site rent can only be increased once every 12 months and can only increase within a fixed-term agreement if specifically allowed for in the site agreement.[24]

Objective of consultation

To assess if current mechanisms to regulate rent variation are effective and appropriate.

Consultation feedback

Respondents to the consultation survey indicated that the following rent review mechanisms apply to their agreements.

Table 3 – Tenant and operator views on current rent review mechanisms

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses; rounded)
Consumer Price Index (WA)	39%	32%
Consumer Price Index (AUS)	11%	11%
Commonwealth Aged Pension	1%	0

[21] *Manufactured Homes (Residential Parks) Act 2003* (Qld) s. 69B.
[22] *Residential (Land Lease) Communities Act 2013* (NSW) s. 67.
[23] *Residential Tenancies Act 1997* (Vic) s. 206SA.
[24] *Residential Parks Act 2007* (SA) s. 21.

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses; rounded)
Market Rent	8%	10%
Unsure	2%	10%
Other	13%	37%

Consultation identified two additional issues in this area that were of concern to some stakeholders:

- uncertainty regarding the methodology for calculating CPI (i.e. which Australian Bureau of Statistics CPI indicator is to be used); and
- the permissibility of rent review methods that use CPI+X% as a formula (usually taking the form of CPI+1%, CPI+2% etc).

The latter issue arose on the basis of an interpretation of the words 'single basis' for calculating the amount of rent payable in review or variation which can be found both in the Act[25] and in the prescribed agreements contained in the Regulations[26]. Consumer Protection has since clarified that 'single basis' does not mean single form of calculation (e.g. 'CPI+X per cent' is a single basis) but there is perhaps a need to engage in further education to ensure there is clarity and certainty in the sector regarding permissible rent review methodology.

Stakeholders were asked in the survey whether market rent reviews should be prohibited for all long-stay agreements. Responses are summarised below.

Table 4 – Tenant and operator views on market rent reviews

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses)
Market rent should be prohibited for all agreements	62%	13%
Market rent should not be prohibited for all agreements	8%	80%
Unsure	29%	7%
Not answered	1%	0

[25] s. 29A of the Act
[26] Schedules 1 and 2 of the Regulations

Market rent reviews were widely opposed in submissions from long-stay tenants and bodies representing long-stay tenants (submissions from PHOAWA, Circle Green, Shelter WA and individual tenant submissions), with park operator submissions split on this issue.

Consultation feedback indicated considerable support for limiting rent increases to once annually for all residential park agreements (submissions from Shelter WA, Circle Green, Department of Communities, PHOAWA and individual tenant submissions). However, among park operators, many submissions supported the status quo, i.e. the retention of market rent reviews for pre-2022 agreements and rent increases occurring every 6 months for on-site home agreements.

Discussion

Currently, rent increases are only permissible once every 12 months for site-only agreements, however, can be increased as often as every 6 months for on-site agreements. Limiting site rent increases to once every 12 months for all agreements would bring WA into alignment with most other jurisdictions, as well as with the RTA.

Market rent reviews were prohibited as part of the 2022 reforms to the Act for all residential park agreements entered into after 31 January 2022. This amendment was made to provide greater transparency and give tenants more certainty in relation to their future rent costs. However, given significant portions of the sector are on long fixed term agreements there is likely to be a cohort of tenants with pre-2022 agreements that still allow market rent reviews.

Prohibiting market rent reviews completely would provide a consistent approach across the sector and give all tenants the same degree of certainty. Based on the survey and submissions, there does not appear to be widespread use of market rent reviews in the sector. However, as the exact number of long-stay agreements that may be impacted by this change is not certain, further consultation with the sector may be required to assess this proposal and its practical implications– i.e. appropriate transitional arrangements would need to be implemented to allow for clear rent review mechanisms to be included in pre-2022 agreements.

Findings

- There is a desire, particularly from tenants, for greater simplification, transparency, predictability and fairness in the rent variation framework.
- Further clarification of the definition and operation of CPI-based formulas for rent review would be of benefit.
- There is strong support to limit rent increases to once every 12 months for all agreements.
- Prohibiting market rent reviews completely will provide greater certainty for the sector.

Recommendations

7. Amend the Act to limit rent increases to once annually for on-site agreements so that the same time frame limit applies to all long-stay agreements.
8. LGIRS to consult further with the sector to assess the impact of market rent reviews for agreements entered into before 31 January 2022 and consider possible reform options.
9. LGIRS to review and update the content of the rent variation disclosure information to clarify the types of review mechanism permitted and include worked examples of a CPI+X% model.

Fees and charges

Background

The Act limits the payments an operator can require from a long-stay tenant to:

- rent;
- security bond;
- an option fee;
- a payment authorised under the Act; and
- an amount for a fee that:
- is prescribed in the regulations (e.g. water and electricity consumption charges, a storage fee and gardening fee)[27];
- is included in the long-stay agreement; and
- if the fee is for a service or facility – must not exceed the reasonable cost for provision of the service or facility.[28]

The Act provides that these fees must be disclosed to long-stay tenants prior to signing the lease. The Act does not require the operator to explain the basis on which prescribed fees and charges will increase over time.

Other jurisdictions

Most other Australian state and territory jurisdictions regulate what fees and charges may be passed on to long-stay residents with common features including:

- provisions for the on charging of utilities; and
- a requirement that any additional fees and charges apart from rent need to be specified in the long-stay agreement.

Objective of consultation

To assess whether the current requirements about how additional fees and charges are imposed and increased for long-stay tenants are operating effectively.

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[27] r. 8 of the Regulations.
[28] s.12 of the Act.

Consultation feedback

In the stakeholder survey, respondents were presented with the list of permitted fees set out the Regulations and asked whether they thought the list was reasonable.

Results are summarised below:

Table 5 – Tenant and operator views about current permissible fees

Survey Response	Share of Tenants (231 responses; rounded)	Share of park operators (15 responses; rounded)
The current list of permissible fees is reasonable	50%	80%
The current list of permissible fees is unreasonable	33%	13%
Unsure	17%	7%

Of the tenants surveyed, 104 made comments regarding fees and charges, which can be summarised into the themes below:

- general opposition to visitor fees;
- fees being charged without the service being delivered;
- the status of optional fees versus mandatory fees not made clear to tenants;
- issues with electricity supply charges.;
- gutter cleaning fees charged to tenants but gutter cleaning being made necessary by trees that are the responsibility of the operator;
- a lack of transparency and disclosure in relation to parking fees; and
- impact of fees and charges on vulnerable and aged tenants.

Six park operators surveyed made comments regarding fees and charges which indicated:

- concern over how the electricity supply issue was administered;
- proposal to add rubbish removal fees or a fee to clean up a site if it has too many items; and
- proposal to add fees for boom gate cards or letterboxes.

A number of written submissions supported the view that fees and charges should be charged on a cost-recovery basis, while also acknowledging that it can be difficult in practice to determine what genuine cost recovery looks like and what constitutes a ‘reasonable’ fee.

Several submissions pointed to uncertainty or lack of clarity about what fees are permitted, whether the current list of allowable fees is appropriate, and whether certain charges should be added to or removed from the list in the Regulations.

A key issue was whether operators should be prevented from charging non-optional fees unless clearly authorised, and whether there needs to be more guidance on how to distinguish optional services from standard or unavoidable charges.

A recurring issue in this area of the review was the need for clearer disclosure about what fees apply, how they are set, and how they may be increased. Submissions referred to the need for simple templates, clearer agreement wording, and more transparency around fee adjustment mechanisms.

A key theme identified in the submissions was a desire for a balance to be found between ensuring tenants are protected from unclear, arbitrary or unfair charges and allowing operators to recover legitimate costs in a workable and transparent way. Tenant protection concerns were raised by Circle Green, Regional Alliance West, and anonymous tenant submissions. Feedback included calls to remove unreasonable and ambiguous fees - Circle Green in particular criticised visitor fees and gutter cleaning charges. Operator cost recovery concerns were raised by CCWA, Panorama Caravan Park and individual submissions.

Discussion

Some submissions proposed removing specific fees and charges from the permitted list in the Regulations – specifically visitor fees and gutter cleaning fees.[29] These changes were specifically advocated for by Circle Green and singled out in some tenant submissions on a range of grounds. While there are some valid concerns regarding how existing permissible fees may be applied, LGIRS does not consider that the existing list of permitted fees requires amendment. Instead, a renewed focus on education and guidance on the operation of the existing list of permitted fees and charges is preferred which will aim to create greater understanding and certainty in the sector.

Currently under section 11(1)(c) of the Act, before a park operator enters into a long-stay agreement with a person, the park operator must give the prospective long-stay tenant 'a written schedule of fees and charges showing the nature and amount of all fees and charges currently payable by a long-stay tenant to the park operator before or at the time the agreement is made or during the term of the agreement'.

It is unclear from the consultation feedback whether all park operators are fulfilling their disclosure obligations in relation to fees and charges in terms of the provision of a schedule of applicable fees and charges.

Findings

- There is some uncertainty about permitted fees and charges.
- There is possibly a degree of non-compliance with the existing fees and charges framework.

[29] r.8 of the Regulations.

Recommendations

10. LGIRS to increase education, training and guidance for the sector on the existing regulatory framework for fees and charges.

11. LGIRS to review the disclosure process to ensure there is clearer, standardised disclosure of other fees and charges.

Voluntary Sharing Agreements

Background

A voluntary sharing arrangement (VSA) is defined as an agreement where a long-stay tenant pays the park operator:

- rent on a deferred basis;
- a share in the sale price or capital gain when the relocatable home is sold; or
- an exit fee when the home is sold or removed from the site (either a fixed amount or calculated by reference to a formula).

The Act allows a park operator and a long-stay tenant to agree on the terms of a voluntary sharing arrangement.

Since 2022, park operators have been required to disclose what voluntary sharing arrangement options are available and to provide worked examples to indicate the amount that could be payable at the end of the lease in a prescribed form.[30] This form must be provided to the long-stay tenant prior to signing a long-stay agreement.

Other jurisdictions

Some jurisdictions have restricted the use of voluntary sharing arrangements.

In NSW, site agreements may include a voluntary sharing arrangement, but that arrangement cannot require the long-stay tenant to pay an entry or exit fee to the park operator[31] on the basis that they may not benefit tenants and have the potential to be used by operators to drive up rent.[32] The agreements can, however, include a term that allows the long-stay tenant to defer payment of site fees, and/or requires the long-stay tenant to pay the operator on exit a share of any capital gain on the home or a share of the sale price as specified in the long-stay agreement.[33] SA prohibits the payment by a long-stay tenant of an exit fee to a park owner.[34]

Objective of consultation

To consider whether voluntary sharing arrangements are being used by stakeholders, and whether the current regulatory framework for these arrangements is suitable.

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[30] s.13A(2)(b) of the Act, prescribed Form RP2B.
[31] *Residential (Land Lease) Communities Act 2013* (NSW) Part 4 Division 3.
[32] Residential (Land Lease) Communities Act 2013 Statutory Review (2021), NSW Department of Customer Service, pp.22-23.
[33] *Residential (Land Lease) Communities Act 2013* (NSW) s.34B.
[34] *Residential Parks Act 2007* (SA) s.18(3).

Consultation feedback

Only nine per cent (20) of long-stay tenants who responded to the survey indicated they have a VSA in place, of those:

- 50 per cent (10) of tenant responses indicated that the VSA disclosure was 'clear'; and
- 80 per cent (15) indicated that they understood how the VSA will impact them on exit.

Only 1 of the 15 operators who responded to the survey offers VSAs. No operators responded to questions about VSA disclosure or made suggestions for improvement.

Written submissions to the review raised the following issues regarding the use of VSAs:

- poor long-stay tenant comprehension of how VSA's operate (PHOAWA);
- lack of understanding by long-stay tenants as to what types of VSAs are permitted and a proposal that disclosure should make this clearer (Providence, Urban Development Institute of Australia WA); and
- calls for caps on exit fees (Department of Communities)

Discussion

There does not appear to be a significant use of VSAs in long-stay agreements in WA residential parks with only nine per cent of surveyed long-stay tenants indicating that they have a VSA with their park operator.

However, there appear to be concerns regarding the effectiveness of the current disclosure requirements regarding VSAs, long-stay tenant's understanding of the operation of various VSA models and their respective financial implications over time.

Findings

Clearer guidelines are required on what VSA models are permissible and what models are prohibited, including:

- greater detail and worked examples of the effect and operation of the different VSA models; and
- more detailed estimates of the impact of different VSA models over time including exit fee estimates.

Recommendations

12. LGIRS to review and update mandatory disclosure material for voluntary sharing arrangements.

13. LGIRS to increase education, training and guidance for the sector on the operation of existing framework for voluntary sharing arrangements.

Park rules

Background

Under the Act, park rules can be used to establish behavioural expectations for both park operators and long-stay tenants on the use, enjoyment, control and management of the park.

While it is not mandatory for a park operator to make park rules, if they are made, they must contain matters outlined in the Regulations.[35] Mandatory matters for inclusion in park rules include restrictions on noise, use and operation of common facilities, parking of motor vehicles, keeping of pets and a range of other matters.[36] The Regulations may also prescribe matters that must not be included in park rules.

Park rules must also be made and altered in accordance with the Regulations, which set out a process for notice, consultation and commencement of new park rules.[37]

Tenants can challenge unlawful park rules by applying to the SAT if they believe a park rule is:

- unreasonable;
- not applied or enforced in a reasonable way;
- is applied or enforced in a manner that affects a tenant in a harsh or unreasonable way; or
- contrary to the Act or Regulations.[38]

Park operators and long-stay tenants must comply with park rules.[39] If a tenant breaches the park rules, the operator may give a default notice to the long-stay tenant and, if the default is not remedied within 14 days of service of the notice, may provide a termination notice.[40]

Other jurisdictions

All Australian states and territories with dedicated residential park legislation have a framework about park rules (or equivalent), however, the manner and scope of how park rules are created and managed varies.

In most jurisdictions, park rules may address use, enjoyment, control and management of the park or community and cannot override legislation or contractual rights.[41]

In NSW and VIC legislation, park rules must be fair and reasonable and clearly expressed, and in a majority of jurisdictions there are provisions allowing unreasonable or invalid rules to be reviewed by an applicable tribunal.[42]

In NSW, the Commissioner may publish model community rules that may be adopted for a community.[43]

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[35] s. 54B of the Act.
[36] r. 14A of the Regulations.
[37] s. 54C of the Act, r. 14B of the Regulations.
[38] s. 63B of the Act.
[39] s. 54D of the Act.
[40] s. 40 of the Act.
[41] *Residential (Land Lease) Communities Act 2013* (NSW), Part 8; *Manufactured Homes (Residential Parks) Act 2003* (QLD), Part 14; and *Residential Parks Act 2007* (SA), Part 2.
[42] NSW Civil and Administrative Tribunal (NCAT), Queensland Civil and Administrative Tribunal (QCAT), State Administrative Tribunal (WA) (SAT), South Australian Civil and Administrative Tribunal (SACAT), Victorian Civil and Administrative Tribunal (VCAT).
[43] *Residential (Land Lease) Communities Act 2013* (NSW) s. 88.

Objective of consultation

To assess whether the current park rules framework is effective in setting behavioural expectations in residential parks and if the current processes for making or amending park rules are appropriate.

Consultation feedback

The consultation survey asked respondents their views on the effectiveness of park rules and behaviour in residential parks. Responses are summarised below.

Park rules

Table 6 – Tenant and operator views on park rules

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses; rounded)
Park rules work well	16%	47%
Minor issues	43%	40%
Regular issues	26%	13%
Do not work at all	13%	0

A total of 39 per cent (87) of tenants expressed either having regular issues or that park rules do not work. This is statistically significant and would appear to indicate that the park rules framework is currently not operating in a satisfactory manner for tenants.

Park operators on the other hand expressed more confidence in the existing park rules framework with a majority (87 per cent) reporting that park rules either work well or only have minor issues.

Tenant behaviour

Table 7 – Tenant and operator views on tenant behaviour

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses; rounded)
Tenant behaviour – generally well behaved	67%	33%
Tenant behaviour – sometimes problematic	24%	60%
Tenant behaviour – often problematic	9%	7%

Park operator behaviour

Table 8 – Tenant and operator views on park operator behaviour

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses; rounded)
Park operator behaviour – generally well behaved	49%	80%
Park operator behaviour – sometimes problematic	29%	7%
Park operator behaviour – often problematic	19%	0
Unsure / no opinion	3%	13%

Visitor behaviour

Table 9 – Tenant and operator views on visitor behaviour

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses; rounded)
Visitor behaviour – generally well behaved	61%	20%
Visitor behaviour – sometimes problematic	30%	66%
Visitor behaviour – often problematic	5%	7%
Unsure / no opinion	4%	7%

Effectiveness of current laws

Table 20 – Tenant and operator views on current laws on tenant behaviour

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses; rounded)
Current laws dealing with poor tenant behaviour are ineffective	16%	67%
Current laws dealing with poor tenant behaviour are somewhat effective	30%	27%
Current laws dealing with poor tenant behaviour are effective	38%	7%
Unsure / no opinion	16%	0

Some submissions considered the current park rules framework broadly adequate, saying no improvements are required, that the rules are clear, or that the current legislative requirements are appropriate (PHOAWA, Panorama Caravan Park).

Several submissions suggested there is value in additional guidance to clarify the process for amending park rules and improve certainty in their interpretation (for example, the Property Council).

A key issue identified by some submissions is the need for clearer guidance about what behaviour amounts to a breach serious enough to justify termination, particularly given that residential park living often involves noise and close neighbour interactions (Regional Alliance West, CCWA).

Some individual tenant submissions raised concerns that residents may not be consulted on changes to park rules, and that management may not always follow the process in the Act for major changes to park rules.

Practical issues continue to arise around pets, modifications, parking and noise, suggesting that these are recurring areas where the application of park rules come into tension with resident expectations. Some submissions specifically welcomed clearer guidance on the distinction between the role of the park liaison committee (PLC) and the operator in decision-making on park living and rule-related matters. Others proposed developing standard park rules while still allowing operators to add non-standard rules where necessary. This points to interest in a more consistent baseline approach across parks.

Operators of long-stay-only parks, particularly those with larger operations, appear to use park rules as pillars of their operational framework. Having park rules as part of the disclosure process as well as transparent and accessible to all parties throughout a long-stay tenancy can be helpful in diffusing conflict. An existing framework detailing rights and responsibilities that has been signed off on by all parties can be referred to in situations of uncertainty or dispute.

However, tenant groups indicated that in other parts of the residential parks sector, park rules were only as good as a park operator's ability or interest in applying them. This theme re-occurs in other parts of the consultation, notably with respect to PLCs and dispute resolution more broadly.

Discussion

The consultation findings demonstrates that there is a need for better understanding and use of the park rules framework to moderate tenant, visitor and park operator behaviour in residential parks.

Increased education and/or training sessions and specific guidance materials could better inform the sector about the role and use of park rules as a tool to manage tenant behaviour. This could include:

- promoting understanding of the park rules as terms of the agreement and the ability to issue a default notice followed by a termination notice in circumstances where a tenant has breached the park rules[44]; and
- revised and more accessible guidance materials e.g. flow charts which outline how and when park rules can and should be used to regulate both park operator and tenant behaviour, and the existing escalation pathways available to both tenants and park operators when the park rules are not followed or there is a dispute regarding park rules.

The creation of model documents could also assist parts of the sector that may not currently have park rules to better understand how to create them and provide a template from which to work. These documents would need to be supported by guidance material on how to use them and clearly note that they are example documents only.

Findings

- The park rules framework is generally seen as having the potential to be an effective part of the overall regulatory regime; however they are only as effective as a park operator's willingness and ability to create, update and enforce them.
- Further work should be undertaken by LGIRS to support understanding and better use of the existing park rules framework.

Recommendations

14. LGIRS to increase education, training and guidance for the sector on the existing regulatory framework regarding the creation, use and maintenance of park rules.

15. LGIRS to create model or example park rules documents.

[44] s. 40 of the Act.

Park operator awareness of regulatory rights and obligations

Background

The Act does not impose any specific requirements on park operators, managers or other park employees regarding qualifications or obligations to demonstrate their knowledge of the Act and Regulations.

The review considered options for improving the level of compliance and understanding of park operators and their agents. These options included conducting community education and publishing additional targeted material for the sector and/or requiring new operators and managers to attend an educational briefing on their obligations similar to the approach adopted in NSW.

Other jurisdictions

Since 2015, NSW requires mandatory training for new residential park operators. Under this model, within 30 days of a new residential park operator becoming registered, an individual nominated as representing the park operator must either attend a specified training session or read through all of the residential park operator guidance materials on the NSW fair trading website and sign off on a declaration that they have done so.[45] This training is not mandatory for all park operator staff, but rather the individual or representative of the corporate entity recorded in the Register of Residential (Land Lease) Communities. This model relies on the existence of a register of park operators, with changes to the register triggering the obligation to undertake the mandatory training.

Objective of consultation

The review considered the extent to which park operators are aware, and perceived to be aware, of their current obligations and whether there are any opportunities to improve their level of understanding.

Consultation feedback

The consultation survey asked respondents about the extent to which they agreed that park operators were aware of their rights and obligations under the Act and Regulations. Results are summarised in the table below.

[45] *Residential (Land Lease) Communities Act 2013* (NSW) s. 55.

Table 31 – Tenant and operator views about operator awareness of rights and obligations

Survey Response	Share of tenants (238 responses; rounded)	Share of park operators (15 responses)
Park operators are well aware of their rights and obligations under the Act and Regulations	37%	60%
Park operators are somewhat aware of their rights and obligations under the Act and Regulations	26%	33%
Park operators are not aware of their rights and obligations under the Act and Regulations	15%	0
Did not express an opinion	22%	7%

The survey received 81 open text comments from long-stay tenants in the online survey in answer to 'suggestions for improvements' in the context of behavioural issues in the park. These are summarised below:

- Limited understanding of applicable requirements - Operators are often partially aware of their regulatory obligations, particularly where requirements are spread across legislation, regulations, licence conditions, codes, and guidance materials. Many operators understand high-level duties but lack clarity on specific, operational requirements.
- Reliance on informal knowledge - Awareness is frequently based on informal practices, legacy procedures, or verbal advice rather than direct reference to current regulatory instruments. This creates risks where requirements have changed, or staff rely on "how it has always been done" rather than what is legally required.
- Inconsistent awareness across roles - Knowledge of obligations is often concentrated in a small number of key staff, with limited understanding among frontline workers, contractors, or newer employees. This leads to inconsistent compliance and over-reliance on individuals rather than embedded systems.
- Poor awareness of recent changes - Operators commonly show limited awareness of amendments, new conditions, or updated guidance, particularly where changes are not accompanied by direct engagement or targeted communication.
- Misunderstanding of accountability - There is often confusion about who is responsible for ensuring compliance (individual vs organisation), and the distinction between delegating tasks and retaining accountability under the regulatory framework.

- Underestimation of consequences - Some operators underestimate the regulatory and enforcement consequences of non-compliance, viewing obligations as administrative rather than as enforceable legal requirements with potential penalties or operational impacts.
- Gaps in training and documentation - Formal training on regulatory obligations is often irregular, and not supported by clear, accessible internal documentation that translates legal requirements into practical actions.

Overall, these issues suggest that operators can face challenges keeping up to date with and consistently applying their regulatory obligations. There was significant support for the proposal of increased training and compliance for operators including:

- Strong support for operator education/training modules like the current NSW model (Shelter WA, Property Council, Circle Green).
- Strong perception of poor compliance and lack of enforcement over decades (PHOAWA and multiple individual tenant submissions).

Most park operator submissions countered that they believed park operators had a good grasp of their rights and obligations.

CCWA, as a representative body for park operators, suggested that the Act and materials are complex and difficult to understand. It submitted that the framework should be supported by improved education, compliance tools, and practical guidance. In particular, CCWA suggested:

- development of clear, plain-English guidance materials that explain rights and obligations in a practical and accessible way;
- provision of standardised templates, checklists, and example documents to support consistent application of the Act;
- ensuring materials are modern, easy to access, and designed for real-world use by both operators and residents; and
- support for proactive initiatives to improve understanding and reduce non-compliance.

CCWA submitted that these measures would reduce administrative burden, improve compliance, and support more consistent and efficient operation of residential parks.

In meetings with park operators and their representative bodies a range of perspectives were put forward. Larger, more sophisticated corporate entities in the residential park sector potentially have a greater awareness of their rights and responsibilities under the Act and this may result in greater compliance. However, smaller operators in the mixed use sector may require additional measures in education, training and guidance material to better assist widespread compliance to the benefit of all parties.

Peak bodies such as CCWA have indicated a willingness to assist to coordinate operator education with LGIRS.

Discussion

Consultation feedback indicates a need for greater support for park operator understanding of, and compliance with, obligations under the Act and Regulations. This can be addressed through increased education, training and guidance for the sector.

As discussed above, NSW has implemented a mandatory training requirement for park operators, this theoretically provides a higher training and education threshold upon entry for park operators and ensures that all operators must engage with training. However,

under the NSW model, only a single individual representing the park operator has to confirm having either attended training or read online materials. This approach does not guarantee that all relevant staff are aware of the related information or have an appropriate understanding of their obligations. Accordingly, it does not provide a guaranteed mechanism for improving awareness of the framework relative to non-mandatory training and guidance. Coupled with the cost and administrative burden of creating and maintaining a mandatory training requirement for park operators, this option is not considered appropriate for implementation in WA at this time.

An increase in education, training and guidance material can still be of significant benefit, even without being made mandatory under the Act.

In line with the broader proposals for increased training and additional guidance materials suggested throughout this report, training could be delivered via targeted sessions for park operators run in conjunction with peak industry bodies.

Supporting guidance materials in the form of issue-based fact sheets and/or a compliance handbook specifically for operators could be produced to support the training and/or short education videos produced to support understanding and compliance in addition to the provision of training sessions.

Findings

- There is a need for increased education, training and guidance for park operators.
- Creating a mandatory training regime is not a preferred or recommended option at this time.
- LGIRS will partner with peak bodies to develop targeted training activities and guidance materials.

Recommendations

16. LGIRS to develop with sector representatives voluntary education, training and guidance for park operators on their rights and obligations.

17. LGIRS to create a park operator handbook, or similar guidance material, in collaboration with park operator representatives.

Retaliatory action

Background

Retaliatory action refers to action taken by a park operator, such as issuing a termination or a breach notice, which is motivated by the tenant having made a complaint or taken steps to enforce their rights.

The Act currently provides limited protection for long-stay tenants against retaliatory action in relation to termination in certain circumstances. This protection comes into effect when a park operator applies for vacant possession either ‘on any other grounds’[46] or to terminate

[46] s.68(5)(a) of the Act.

agreement for repeated interference with quiet enjoyment or threats or abuse.[47] In these circumstances SAT can refuse to make an order for vacant possession if it is satisfied that the park operator has issued a termination notice because the long-stay tenant has:

- enforced a right under the Act or long-stay agreement; or
- made a complaint about the park operator.

In 2024, the RTA was amended to extend the scope of protection against retaliatory action.[48] The RTA now allows a court to invalidate or set aside any retaliatory actions taken by a lessor including:

- a retaliatory breach notice (other than for rent arrears);
- a retaliatory rent increase;
- a retaliatory termination notice; or
- a retaliatory refusal to renew the tenancy.

The RTA also:

- gives tenants the right to apply to a competent court for relief whenever they reasonably believe retaliatory action has occurred; and
- gives the court wide discretion to may make any order it considers appropriate, including an order for compensation.

Other jurisdictions

NSW legislation includes an express prohibition on retaliatory conduct by operators or their associates. Retaliatory conduct includes amending community rules to a resident's detriment, issuing or threatening unwarranted termination notices, and other prescribed actions.[49] Residents may apply to the tribunal for orders resolving disputes concerning retaliatory conduct.

SA has an express statutory protection against retaliatory action by park owners which applies where a termination notice or possession proceedings are motivated wholly or partly by a resident exercising right or making complaints.[50] A long-stay tenant may apply to the tribunal for relief. The tribunal may refuse possession or termination orders and may reinstate the residential park agreement. Where the resident acted within the previous six months, the burden shifts to the park owner to prove the action was not retaliatory.

VIC specifically protects caravan and residential park residents against retaliatory "notices to vacate". Residents can challenge the notice in the Tribunal, which has the power to declare the notice invalid if it was issued in response to the resident enforcing their legal rights, reporting damage to facilities, or if the notice could be found to be discriminatory under the *Equal Opportunity Act* 2010 (VIC).[51] An equivalent protection and process exists in the ACT.[52]

QLD does not have a standalone retaliatory action provision equivalent to NSW or SA.

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[47] s.71A(4) of the Act.
[48] *Residential Tenancies Act 1987 (WA)* ss. 26A and 26B.
[49] *Residential (Land Lease) Communities Act 2013* (NSW) s.56.
[50] *Residential Parks Act 2007* (SA) s.88.
[51] *Residential Tenancies Act 1997* (VIC) s. 207ZH.
[52] *Residential Tenancies Act 1997* (ACT) s. 64AD.

Objective of consultation

To assess if the existing framework to address retaliatory action is appropriate.

Consultation feedback

Consultation with stakeholders indicated that long-stay tenants are unlikely to lodge a complaint or raise a dispute against a park operator due to a fear this may lead to their eviction from the park or other retaliatory action.

There was consensus from bodies representing long-stay tenants that there needs to be an expansion in protections for long-stay tenants against retaliatory action. Submissions and feedback provided in stakeholder meetings supporting this position included the following:

- proposal to extend protections in the Act to match the RTA (Circle Green, Communities, Regional Alliance West);
- proposal to better protect tenants making verbal complaints, not only written complaints under the existing retaliatory protections against wrongful termination contained at s 68(5) and s 68(7) of the Act (Circle Green); and
- concerns that current settings against retaliatory action do not prevent misuse of existing powers in the Act by park operators against long-stay tenants in a retaliatory fashion (multiple individual tenant submissions).

Feedback from park operators and their representative bodies indicated a view that the existing protections are sufficient.

Discussion

The potential for retaliatory action by park operators has direct consequences for tenants who are the subject of that action. It also undermines the regulatory framework as retaliatory conduct – whether actual, perceived or feared – has the potential to:

- discourage long-stay tenants from asserting their rights or reporting risks;
- reinforce existing power imbalances; and
- convert governance and behavioural issues into entrenched conflict.

As noted above, the RTA provides for an expanded set of protections against retaliatory action by a lessor.[53] Introduction of similar protections for long-stay tenants would:

- allow long-stay tenants access to expanded relief (e.g. setting aside a park operator's action, compensations) for a range of specified retaliatory behaviour by a park operator;
- reduce the risk of retaliatory conduct by park operators; and
- provide tenants in residential parks with equivalent protections to other tenants.

A review of guidance materials to support park operator understanding and compliance generally (as discussed earlier in this report) would allow the issue of retaliatory conduct to be addressed in detail.

[53] *Residential Tenancies Act 1987* (WA) ss. 26A and 26B.

Findings

- Fear of retaliatory action weakens the effectiveness and balance of the entire regulatory framework as it dissuades long-stay tenants from enforcing rights under the Act and Regulations.
- The combined evidence from across the entire review suggests a need for:
    - clearer anti-retaliation protections;
    - clearer complaint and escalation pathways; and
    - stronger guidance and training for both long-stay tenants and park managers on lawful enforcement versus punitive conduct.

Recommendations

18. Amend the retaliatory action provisions of the Act to align with sections 26A and 26B of the *Residential Tenancies Act 1987* (WA).

19. LGIRS to provide additional guidance and education to the sector on the retaliatory action provisions of the Act.

Park Liaison Committees

Background

Park liaison committees (PLCs) represent the interests of long-stay tenants and assist park operators maintain and improve the lifestyle and wellbeing of residents. The Act specifies the requirement for operators to establish a PLC, their composition and functions.

A PLC must be established and maintained by a park operator if the park has 20 or more long-stay sites and the majority of long-stay tenants choose to form a PLC.[54] A PLC must be comprised of one or more long-stay tenants chosen by other long-stay tenants to represent their interests, together with one or more representatives of the park operator.[55]

The functions of a PLC are to:

- advise and consult with the operator on the preparation and amendment of park rules, standards for behaviour of park residents and other matters; and
- assist the park operator to ensure park rules are observed by residents and resolve disputes between residents, or residents and the park operator.[56]

The 2022 reforms to the Act clarified requirements for the establishment of PLCs, including processes for election of members. The Act specifically provides that there is nothing in the Act or Regulations that prohibits tenants from forming their own committees (such as a social committee or tenant association) that have different functions to a PLC.

[54] s. 59 of the Act.
[55] s. 60 of the Act.
[56] s. 61 of the Act.

LGIRS has made available on its website materials to assist tenants and operators establish and operate PLCs.[57]

Other jurisdictions

NSW[58] and QLD[59] do not impose a minimum threshold of long-stay sites to require a committee to be established. These jurisdictions allow tenants, rather than the operator, to establish a committee.

SA has a threshold of a minimum of five homes for a committee to be established, and a duty for the park owner to respond within one month of a representation made by the committee.[60]

Objective of consultation

To assess the effectiveness of PLCs in representing the interests of long-stay tenants and assisting park operators maintain and improve the lifestyle and wellbeing of tenants.

Consultation feedback

Submissions and survey comments indicate the value of PLCs, although their establishment and effectiveness depend on the shared interests and relationship between tenants and operators, and effective communication between the PLC, the park operator and tenants.

Table 42 – Tenant and operator views on park liaison committees

Survey Response	Tenants (235 responses; rounded)	Operators (15 responses; rounded)
Not aware of a committee at park	44%	33%
Committee is effective	12%	0%
Committee is somewhat effective	17%	27%
Committee is ineffective	21%	20%
No opinion	5%	20%

[57] Park liaison committees - Consumer Protection - LGIRS
[58] *Residential (Land Lease) Communities Act 2013* (NSW) Part 9.
[59] *Manufactured Home (Residential Parks) Act 2003* (QLD) s. 100.
[60] *Residential Parks Act 2007* (SA) Part 2.

155 survey comments from tenants indicate:

- communication challenges between PLCs and operators and between PLCs and tenants that they represent;
- PLCs not being established even with tenant interest; and
- concerns around the limited impact of PLC feedback on operators.

Feedback differed between tenants in long-stay only parks and mixed use parks. Tenants in mixed use parks were primarily concerned about the absence or collapse of PLCs, whereas tenants in long-stay only parks were concerned about management control over a PLC that limited its ability to represent tenant interests.

Comments by operators indicated that PLCs are often not formed due to disinterest from tenants. They also indicated that where PLCs are formed, it is common for conflict and misunderstanding about the PLC's role in advising operators, who ultimately decide how a park operates.

These issues are consistent with feedback LGIRS received through direct consultation with three PLCs and operators.

Discussion

Reform to the Act may not improve the effectiveness of PLCs, especially with regards to the manner that tenants, PLCs and park operators communicate. LGIRS suggests that improvement could be best achieved by engagement with the sector to provide additional education to tenants, PLCs and operators on how to effectively establish and maintain PLCs.

Greater awareness of Consumer Protection's free conciliation service could help tenants, PLCs and operators address persistent issues to prevent further escalation (this is further discussed in the section on Dispute Resolution).

Consideration will also be given to identifying effective ways to support tenants and operators in smaller parks with fewer than 20 long-stay sites who may elect to voluntarily establish resident committees where there is interest in doing so.

Findings

- Many tenants and operators report that parks either do not have a PLC or, if a committee is present, it is not effective.
- The effectiveness of a PLC is largely dependent on the quality of communication and engagement between the committee, the park operator and tenants of the park.

Recommendation

20. LGIRS to increase education, training and guidance for the sector on the role, function and operation of park liaison committees, including how to utilise them to resolve issues.

Maintenance, repair and modifications

Background

The Act imposes obligations around cleanliness, repair and maintenance of long-stay sites, shared premises and homes. These obligations are standard terms of long-stay agreements. Breach of these terms may be treated as a default.

Long-stay tenants must keep their site and on-site home in a reasonable state of cleanliness and if they own the home, keep it in a reasonable state of repair to live in[61].

Park operators must:

- provide and maintain the agreed premises (including on-site homes owned by the operator) and shared premises in a reasonable state of cleanliness and repair; and
- undertake repairs and maintenance to common areas 'as soon as practicable' in a manner that minimises disruption to tenants.[62]

Specific obligations are placed on operators to ensure they facilitate urgent repairs to an essential service (includes water, gas and electricity) or other repair.[63] Such repairs must be completed 'as soon as practicable'.

A function of a park liaison committee is to advise and consult with the park operator about the development of policies for the improvement and maintenance of the natural environment and amenities of the residential park[64].

Park operators must also ensure that park structures and facilities comply with other legislation such as the National Construction Code, the disability access requirements of the *Disability Discrimination Act 1992* (Cth), the *Public Health Act 2016* (WA), and other relevant legislation.

Other jurisdictions

Like WA, QLD[65], SA[66] and NSW[67] impose a general obligation on operators to ensure common areas are clean and repaired but do not mandate specific timeframes for operators to repair common areas or on-site homes.

Objective of consultation

To determine if any change to the regulation of maintenance, repair and modifications is required.

Consultation feedback

Survey responses from 15 park operators indicated they consider current repair and maintenance obligations are working well (73 per cent) and no improvement is required.

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[61] s. 32J of the Act.
[62] s. 32L of the Act.
[63] s. 32L and s. 32M of the Act.
[64] s. 61(2) of the Act.
[65] *Manufactured Homes (Residential Parks) Act 2003* (QLD) s.17.
[66] *Residential Parks Act 2007* (SA) ss. 34 and 35.
[67] *Residential (Land Lease) Communities Act 2013* (NSW) s.37.

Feedback from tenants in long-stay only parks, compared with tenants in mixed use parks, indicated greater dissatisfaction with the current repair and maintenance obligations, with many expressing the view that operators should have additional responsibilities.

Table 53 – Tenant views on current repair and maintenance obligations

Response	**Share of tenants** (by park type)	
	Long-stay only (95 responses)	Mixed use (132 responses)
Current obligations work well	19%	36%
Tenants should have more responsibility	5%	8%
Operators should have more responsibility	42%	15%
Current obligations are unclear	20%	21%
Unsure/ no opinion	14%	19%

Survey comments from 80 tenants indicated:

- slow and inadequate maintenance (up to 38 per cent of comments expressed concern);
- poor condition of park infrastructure, such as communal facilities;
- limited enforcement and oversight; and
- confusion navigating Act and agreement to determine who is responsible for maintaining areas and items (such as common areas, homes, utilities).

At stakeholder meetings, tenant groups raised other related issues including:

- warranties for new homes requiring repairs;
- dispute resolution options; and
- challenges for tenants to make changes to improve accessibility to their homes (e.g. ramps).

There was some support in written submissions for mandatory timeframes for repairs, although operators generally oppose strict timeframes, citing labour shortages as a significant impediment to meeting any prescribed deadlines.

Repairs and maintenance have been identified by operators as a significant cost, especially for regional areas where access to skilled labour is limited.

Discussion

Currently, operator maintenance and repair obligations are included in the terms of a long-stay agreement. However, challenges arise in relation to enforcement of those obligations.

A tenant may make a complaint to Consumer Protection or bring an action in the SAT for a park operator's failure to comply with their obligations for cleanliness and repair.[68]

[68] ss. 64 and 32L of the Act.

If the SAT is satisfied that the park operator has not complied with the park operator's obligations, the tribunal may make:

- an order requiring work of a specified kind to be carried out;
- an order requiring the park operator to pay compensation to the long-stay tenant or to another tenant; or
- another order that the tribunal considers is appropriate in the circumstances.

An option to provide clarity and improve protections for long-stay tenants is to impose maximum timeframes for repair. This is consistent with the approach applied under the RTA.[69]

Any repair timeframes would need to recognise labour challenges in regional locations, and the diversity of infrastructure in parks such as communal pools that can be more expensive to maintain, require skilled labour and take longer to repair than other park infrastructure. LGIRS recommends that further engagement with the sector should occur to determine if mandatory timeframes for maintenance and repair obligations are necessary for specific park infrastructure.

Around 20 per cent of tenants surveyed consider the current repair and maintenance obligations as unclear. LGIRS recommends improved awareness is required of access obligations, modification processes and how tenants can raise issues with operators.

Further, tenants require transparency from operators about the modification process to allow tenants arrange for the installation of access ramps into their homes. The Act currently provides for the interior of on-site homes that are provided by an operator or the exterior of a home owned by a tenant to be altered to accommodate a tenant with a disability.[70]

Findings

- Many tenants report that current repair and maintenance obligations are ineffective or unclear. However, park operators support current arrangements.
- Maintenance and repair impacts on tenants and park operators can vary by the type of infrastructure and the cost to maintain or repair.

[69] Timeframes currently apply for urgent repairs. Recently announced reforms will also allow for timeframes to be prescribed for non-urgent repairs.
[70] s. 32L of the Act. This section also requires operators to comply with relevant requirements in other written laws in relation to the buildings in the park generally, for example, the *Disability and Discrimination Act 1992* (Cth) imposes access requirements for common areas.

Recommendations

21. LGIRS to engage with the sector to determine the impact and usefulness of mandatory repair timeframes for operators to complete non-urgent repairs consistent with proposed reforms to the *Residential Tenancies Act 1987* (WA).

22. LGIRS to engage with the sector to educate tenants, park liaison committees and park operators about current maintenance and repair obligations and how to resolve related issues.

Dispute Resolution

Background

Disputes may arise between long-stay tenants or between long-stay tenants and park operators over a range of matters such as park rules, rent and other costs, noise, repairs and termination of tenancy.

The Act currently allows access to a variety of dispute resolution pathways should a dispute arise in a residential park. This includes via a PLC[71], by conciliation or investigation when a complaint is made to the Commissioner[72], or by application to the SAT[73].

Most disputes between long-stay tenants and park operators, or between long-stay tenants can be resolved informally by the parties.

If the dispute remains unresolved and a residential park has a PLC, it may assist with resolution. However, the committee only plays an intermediary role and does not have any decision-making authority.

LGIRS provides a general advice service for both park operators and tenants and a conciliation service. This service is free and is used to address a large share of park disputes that have not been dealt with informally.[74] LGIRS and the Commissioner do not have the power to make a determination about a dispute under the Act.

If a dispute cannot be resolved by any of these means, either a tenant or park operator may apply to SAT for an order to resolve the dispute. The SAT encourages parties to voluntarily use mediation and compulsory conference as an alternative to a formal hearing. Tenants and park operators can be self-represented at the SAT and do not need to engage a lawyer.

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[71] s. 61 of the Act
[72] s. 85 of the Act
[73] Part 5 of the Act
[74] How to lodge a complaint with Consumer Protection can be found here: Complaints - Consumer Protection - LGIRS

The SAT's 2024 Annual Report indicates that in 2023–24, it received 47 applications in relation to residential parks. Of these, 40.5 per cent were resolved by a decision made by SAT while 59.5 per cent were resolved via alternative dispute resolution.[75]

Other jurisdictions

In other states, the equivalent administrative tribunal has jurisdiction over residential parks disputes[76], however, many jurisdictions have alternative dispute resolution pathways available to parties before matters reach a tribunal.

In NSW, certain disputes (for example collective objections to site fee increases) require compulsory mediation through NSW Fair Trading before NSW Civil and Administrative Tribunal proceedings.[77]

Disputes in residential parks in Victoria are increasingly being diverted through Rental Dispute Resolution Victoria (RDRV), a new government initiative created in June 2025 designed to streamline the handling of rental disputes. Since its launch, RDRV has resolved over 2,200 disputes with 90 per cent of cases settled without a Victorian Civil and Administrative Tribunal (VCAT) hearing. RDRV is expected to take on 55 per cent of VCAT's Residential Tenancies case load in its first year.[78]

Queensland employs a structured three-step process of negotiation, QCAT mediation, and QCAT hearing.[79] Some matters may proceed directly to hearing without mediation. Group applications by multiple home-owners are permitted.

Objective of consultation

The consultation process asked stakeholders to consider whether the existing dispute resolution framework for residential parks is well understood and operating effectively.

Consultation feedback

Stakeholders were asked in the survey whether current processes for resolving disputes were effective. Responses are summarised below.

[75] 2024 SAT Annual Report
[76] NSW Civil and Administrative Tribunal (NCAT), Victorian Civil and Administrative Tribunal (VCAT), Queensland Civil and Administrative Tribunal (QCAT), South Australian Civil and Administrative Tribunal (SACAT).
[77] *Residential (Land Lease) Communities Act 2013* (NSW) Part 12.
[78] Home | Rental Dispute Resolution Victoria (RDRV)
[79] Manufactured home park disputes | Queensland Civil and Administrative Tribunal

Table 64 – Tenant and operator views about current dispute resolution processes

Survey Response	Tenants (224 responses)	Park operators (15 responses)
Processes for resolving disputes are effective	15%	7%
Processes for resolving disputes are somewhat effective	23%	40%
Processes for resolving disputes are ineffective	33%	40%
Have not used it	23%	13%
Unsure / no opinion	6%	0

Written comments were provided by 100 long-stay tenants in response to 'what improvements would help resolve disputes' with six provided by operators. Comment responses can be grouped under the following themes:

- power imbalance and fear of retaliation;
- barriers to accessing SAT;
- Commissioner's enforcement powers;
- systemic issues not addressed;
- Park Liaison Committees (PLCs) undermined or absent;
- poor management conduct and culture;
- lack of knowledge of rights (tenants and managers);
- delays and non-responsiveness; and
- need for independent, skilled adjudication.

Across all stakeholder groups there is a broad sentiment that dispute resolution pathways in the residential parks sector need to be simpler, more accessible and better understood by all parties.

In addition, many submissions noted that the SAT, as a forum for dispute resolution, is not very accessible (both economically and/or practically) to many residents and that there is a large perceived 'gap' between the first and second tier dispute resolution options – i.e. between park rules, PLCs, complaints to LGIRS and the decision-making forum, the SAT.

Submission feedback broadly indicates that within the current framework there is a perception that:

- the current resolution processes frequently fail to resolve issues before reaching the SAT;
- there is an over-reliance on the SAT in the Act as the forum to resolve disputes; (which is complicated by the SAT's perceived inaccessibility);
- there is no escalation pathways if conciliation fails or a party does not comply with the advice arising from conciliation;

- disputes escalate unnecessarily; and
- there exists unresolved, systemic non-compliance.

Discussion

Disputes in residential parks can be broadly categorised into two categories with each having specific issues identified across numerous submissions made to the review – tenant versus tenant disputes and tenant versus park operator disputes.

In tenant versus tenant disputes, other parties may have a role to play in assisting to resolve the dispute, notably a PLC (if one exists at the park), and/or the park operator. The interest, knowledge and capacity of a PLC or park operator to mediate a dispute between tenants plays a significant role in whether an outcome, let alone a satisfactory outcome is achieved.

There is an opportunity to promote greater awareness, understanding and use of existing dispute resolution pathways. This would include further support, education and materials around how to resolve disputes including:

- the roles of PLCs;
- how to apply park rules;
- clarifying existing park operator and tenant rights and obligations; and
- the complaints and conciliation processes that LGIRS already administers.

There has additionally been some interest from PHOAWA for a ‘how to go to SAT’ training session for tenants to better assist long-stay tenants to navigate the SAT process. This will be considered as part of a broader education and communications project that has been discussed throughout this report.

While the addition of further dispute resolution provisions or processes was not was not explicitly consulted upon as part of the review process, the quantity and quality of the feedback received on this topic indicates that dispute resolution is a significant issue in the residential parks sector.

Other adjacent legislative models may provide a template for better dispute resolution outcomes in residential parks. For example, the dispute resolution framework for retirement villages:

- defines a dispute as inclusive of tenant versus tenant as well as tenant versus operator disputes;
- sets out a process for attempting resolution of disputes including guidance and accompanying timeframes for providing notice and information to other parties and in which an initial meeting must be held; and
- allows an application to be made to the Commissioner for external mediation of the dispute and clauses to support this process if it is approved by the Commissioner for mediation.

Such a model may be worth considering in so far as it creates a structure for the resolution of disputes whether they be between tenants, or a tenant and operator.

The RTA has recently been amended to give the Commissioner power to make a determination on specific tenancy matters on the application of either a tenant or a lessor. These matters include decisions on pets, minor modifications to premises and bond release applications with either party able to appeal the Commissioner’s decision to the

Magistrates Court (the Court).[80] This pathway is a way to resolve disputes as an alternative to the Court and is currently not available for long-stay tenants in residential parks. Given the success of the Commissioner Determinations model in the RTA dispute resolution space, it may be worth considering expansion to include specific categories of disputes that arise in residential parks. It should be noted that not all categories of disputes can be resolved through a Commissioner Determinations model but certain types of disputes, such as bond release, may be able to be better managed through this format.

Significant reform of dispute resolution mechanisms within the Act and Regulations would require further consultation with key stakeholders in order to progress.

Findings

- The consultation indicates a need for better awareness, understanding and use of existing dispute resolution mechanisms, and possibly long-term consideration of whether additional dispute resolution measures need to be employed in the sector.

Recommendations

23. LGIRS to increase education, training and guidance for the sector on existing dispute resolution pathways.

24. LGIRS to consult further with the sector on alternative or additional dispute resolution mechanisms.

25. Amend the Act to enable the Commissioner for Consumer Protection to provide determinations on certain categories of disputes and allow bond disputes to be determined in this manner.

Sale of Homes

Background

The process to sell a tenant-owned relocatable home in a residential park is complex, as the land on which the home is located is not owned by the seller of the home.

The buyer of the home must therefore negotiate with the park operator to obtain a long-stay agreement to allow them to reside at the park and, separately, negotiate a purchase price with the seller of the home.

The Act allows a long-stay tenant to sell their home while it is positioned in a residential park.[81] The tenant is required to notify the park operator prior to offering to sell the home or assign their rights under the long-stay agreement to a prospective tenant.[82] This allows the park operator to be prepared for the proposed sale and any associated assignment of the long-stay agreement. A seller of a home can choose their own selling agent.[83]

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[80] For further information see: Commissioner determinations - Consumer Protection - LGIRS
[81] s 55(1) of the Act.
[82] ss. 55(3) and 55(4) of the Act.
[83] s. 57 of the Act.

Further, the seller or seller's agent must provide a purchase disclosure notice to the buyer of the home before signing the sale contract.[84] The form must be in the approved form and outlines details of the site and notifies the buyer that the sale of the home is conditional on the buyer entering into a long-stay agreement with the park operator.

Separately, the buyer of the home will negotiate a long-stay agreement with the park operator and receive mandatory disclosure information prior to signing that agreement. The sale contract for the home will be conditional on the buyer agreeing to a long-stay agreement with the park operator, however, the park operator cannot unreasonably refuse to enter into a long-stay agreement with the buyer.[85] The park operator must not interfere with, hinder or obstruct the sale of the home.[86]

Other jurisdictions

Like WA, NSW, QLD and SA have an express right to sell an on-site home and provisions requiring mandatory purchaser disclosure.[87]

NSW, SA and NT include anti-interference provisions that prevent a park operator or their agent from hindering the sale of a park home or caravan by a long-stay tenant.[88]

VIC has a site-agreement framework with fewer sale-specific provisions.

Objective of consultation

The consultation sought submissions from stakeholders on any issues they have experienced involving the sale of homes in residential parks.

Consultation feedback

The online survey did not ask questions regarding the sale of homes.

There was limited feedback on this topic from across the submissions made to the review.

CCWA submitted that they believed the legislative framework should be strengthened to provide clearer processes for the sale and transfer of park homes. In particular:

- clearly prohibit occupation of a site by a prospective buyer until all approval processes are finalised;
- clarify the legal status and rights of all parties during the sale and approval process;
- establish clear and consistent procedures and timeframes for approvals;
- provide guidance to support operators, sellers, and buyers in understanding their obligations; and
- develop plain-English materials and standardised processes to ensure the requirements are easily understood and consistently applied.

There was a specific request from long-stay only park operators regarding section 57B of the Act, proposing that the exemption from real estate licensing requirements be

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[84] The Form RP2C can be found here: www.consumerprotection.wa.gov.au/residential-parks-publications
[85] s. 58 of the Act.
[86] s. 56 of the Act.
[87] *Residential (Land Lease) Communities Act 2013* (NSW) Part 10; *Manufactured Homes (Residential Parks) Act 2003* (QLD) Part 9; and *Residential Parks Act 2007* (SA) Part 7.
[88] *Residential Parks Act 2007* (SA) s. 50, *Residential (Land Lease) Communities Act 2013* (NSW) s.107, *Caravan Parks Act 2012* (NT) s.146.

expanded to include 'close associates' of the park operator to accommodate corporate structures in which multiple companies operate are involved in the ownership and management of the park.

LGIRS received anecdotal reports during stakeholder meetings that some real estate agents who sell park homes may engage in misleading advertising of the property which does not adequately disclose the nature of the tenure.

A review and update of guidance materials as well as targeted training and education on this topic could address the needs identified in consultation.

CCWA were the only stakeholder to advocate for change or reform in this area and on balance there does not appear to be a strong case for change to the regulatory framework. However, as noted by the CCWA submission, guidance material to clarify the rights and obligations of all parties in the sale process could assist greater understanding and compliance in this area.

In relation to the proposal from certain stakeholders to extend the exemption park operators have from holding a licence under the *Real Estate and Business Agents Act 1978* (REBA Act), this change was submitted for consideration by large operators of long-stay only parks and relates to how the existing exemption applies to park operators that divide activities across multiple corporate entities. In such circumstances the 'park operator' defined in the act as the 'grantor of a right of occupancy under the residential park tenancy agreement' may be distinct from the associated entity that facilitates the sale under the selling agency agreement.

The exemption was intended to make sure that operators who sell homes as part of operating a park would not need get a real estate licence. There is however an argument that if the business is large enough that there is a separate corporate entity responsible solely for the selling of park homes, such an entity should be required to hold a real estate agent licence. On the basis of these submissions LGIRS will further consider the interaction of obligations under the REBA Act, the Act and Regulations.

Findings

- There was limited feedback supporting change to the Act in relation to the sale of homes in residential parks.
- General agreement that improved guidance and education about the existing provisions, potentially in a more accessible format would be effective for all parties in a sale.

Recommendations

26. LGIRS to develop education and guidance for the sector on the sale of homes.

27. LGIRS to further consider the interaction between the real estate licensing requirements of the *Real Estate and Business Agents Act 1978* (WA) and the Act and Regulations with respect to the sale of park homes.

Leaving a Park

Termination of Agreements

Background

The most common complaint raised by the sector with LGIRS involves termination of agreements. Once an agreement is terminated by either party, it can be a stressful and uncertain time as the current tenant must find somewhere else to live and the operator may need to find another tenant. If the tenant owns their home, they may also need to decide whether to sell, relocate or remove the home and manage any associated logistical and financial costs, which may be significant.

The Act currently outlines specific grounds for termination of a long-stay agreement by a park operator. This includes:

- breach of the tenancy agreement, including non-payment of rent[89];
- end of a fixed term agreement[90];
- sale of a park with vacant possession[91];
- to facilitate works[92];
- the site occupied by the tenant is to be used for another purpose[93];
- the tenant's behaviour constitutes serious damage to the park, injury to the park operator or serious misconduct such as persistent threats or abuse to the park operator[94];
- hardship to park operator[95];
- agreement frustrated, for example, if park becomes uninhabitable[96]; and
- without grounds (on-site home agreements only).[97]

In 2022, the Act was amended to remove without grounds terminations for site-only agreements and add new termination grounds for operators. A tenant may terminate an agreement without grounds.[98]

Other jurisdictions

It is common in interstate jurisdictions that park operators can terminate a long-stay agreement for breach of agreement, non-payment of rent, serious misconduct, change of use or redevelopment of the park, the sale of the park requiring vacant possession or at the end of a fixed term. SA also permits termination by either party without grounds or for successive breaches of the agreement by the other party.[99]

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[89] ss. 39 and 40 of the Act.
[90] ss. 32R and s. 33(2) of the Act.
[91] s. 41 of the Act.
[92] s. 41B of the Act.
[93] s. 41C of the Act.
[94] ss. 71 and 71A of the Act.
[95] s. 73 of the Act.
[96] s. 45 of the Act.
[97] s. 42 of the Act.
[98] s. 44 of the Act.
[99] *Residential Parks Act 2007* (SA) Part 9 – Division 1.

NSW[100] and QLD[101] do not allow operators to terminate without grounds.

Objective of Consultation

To determine if current termination grounds in the Act are sufficient.

Consultation Feedback

Grounds for Termination

Tenant feedback indicated that additional grounds to terminate are not required whereas operator feedback was mixed.

Table 75 – Tenant and operator views on current grounds for termination

Survey Response	Share of tenants (231 responses; rounded)	Share of operators (15 responses)
New grounds not required	47%	27%
New grounds required	11%	40%
Unsure	43%	33%

Operator comments suggested they should be able to terminate 'without grounds' (three responses) or due to persistent low-level breaches of park rules or the agreement (one response). Further, operators suggest that new termination grounds are required to address behavioural issues by tenants such as noise, safety, security and speeding. Behaviour was also a key concern identified by tenants with 135 providing survey comments about poor behaviour.

Operator submissions and survey comments suggest difficulty in removing problematic tenants, concerns over delays and inefficiencies related to making an application to SAT to terminate agreements, a complex legal framework, and safety risks to park staff and residents due to behavioural issues.

Circle Green, the Department of Communities and Shelter WA suggested that reform to the Act is required to remove 'without grounds' terminations for on-site home agreements to align with reform being implemented in the WA residential tenancies sector to improve housing security for tenants.[102]

Notification provided to the Commissioner

Currently the Act requires a park operator to provide notice to the Commissioner if the park operator proposes to give long stay tenants a notice of termination on the following grounds:

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[100] *Residential (Land Lease) Communities Act 2013* (NSW) Part 11 – Division 1.
[101] *Manufactured Homes (Residential Parks) Act 2003* (Qld) Part 6.
[102] No grounds terminations in residential tenancies frequently asked questions - Consumer Protection - LGIRS

- the park is to be closed or used for a different purpose;[103]or
- vacant possession of the park is required for works.[104]

The purpose of this notification requirement is to allow LGIRS to organise support and guidance for tenants in consultation with other agencies. Stakeholders support reform requiring operators to provide advance notice of proposed termination to the Commissioner in a broader range of circumstances where a number of tenants will be displaced, such as on the sale of the park.

Discussion

Grounds for Termination

Consultation feedback indicates that no new termination grounds are required.

In response to concerns from tenants and operators about a range of poor behaviour in parks, LGIRS suggests wider awareness and use of existing mechanisms such as park rules, existing termination options, park liaison committees and dispute resolution pathways are preferable over implementing new termination grounds. An educational package is required to raise awareness of and better embed the use of these mechanisms.

The Act allows operators to terminate agreements for tenant behaviour including serious misconduct, persistent threats or misconduct by making application to SAT.[105] Operators and CCWA have expressed that a SAT application results in cost and delay. However, SAT provides a level of oversight as an independent third party. CCWA therefore does not support new termination grounds if they require application to SAT. PHOAWA considers existing termination grounds are sufficient.

As an alternative to termination, Providence and CCWA suggested the Act be amended to allow operators to provide a tenant with an 'exclusion notice' requiring them to vacate the park for a brief period in response to a 'serious act of violence'.[106] A 'serious act of violence' is a high threshold so was later not preferred by CCWA or Providence to address the scope of behavioural issues in parks. LGIRS suggests that education of existing mechanisms to address the scope of behavioural issues in parks is preferred.

Further engagement with the sector is required to determine if upcoming reform to the RTA to remove without grounds terminations and related matters should be reflected in the Act to improve housing security for tenants.[107]

Notification provided to the Commissioner

The impact on park operators of providing advance written notification to the Commissioner that agreements in a park will be terminated is expected to be minimal.

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[103] s. 41A of the Act
[104] s. 41B of the Act
[105] ss. 71 and 71A of the Act.
[106] Park operators in South Australia may issue a tenant an exclusion order: see s.95 of the *Residential Parks Act 2007* (SA).
[107] No grounds terminations in residential tenancies frequently asked questions - Consumer Protection - LGIRS

Findings

- Behavioural issues can be common in residential parks although introducing new termination grounds is not the appropriate response.
- Current termination grounds for tenants and park operators are satisfactory.
- Upcoming reforms to the RTA to remove termination grounds, such as without grounds terminations, may be relevant to residential parks.

Recommendations

28. Amend the Act to require an operator to notify the Commissioner for Consumer Protection if the park operator proposes to issue notices of termination to tenants because the park is to be sold with vacant possession, sites are to be closed for works or other similar circumstances that will affect a significant number of tenants.

29. LGIRS to consult with the sector to determine if the Act should be aligned with the upcoming reforms to the *Residential Tenancies Act 1987* (WA) about replacing without grounds terminations for all tenancies with a list of specific grounds.

Notice Periods

Background

The Act outlines minimum notice periods that a park operator must provide a tenant when terminating a long-stay agreement.

An operator must provide a tenant with a site-only agreement a minimum of 180 days' notice to exit the park and a tenant with an on-site home agreement a minimum of 60 days' notice. For fixed term agreements, the termination date must not be before the last day of the fixed term.

Other jurisdictions

There is variation in the minimum notice periods for the end of a tenancy in other Australian jurisdictions. In NSW[108], a park operator cannot require a long-stay tenant to vacate the park due to a change of use of the site or closure of the park for 12 months after the date of the notice. A 12-month minimum notice period also applies in QLD where the park is intended to be used for a purpose other than a residential park.[109]

Objective of consultation

To determine if current minimum notice periods in the Act that a park operator must provide a tenant are sufficient or require amendment.

[108] *Residential (Land Lease) Communities Act 2013* (NSW) ss. 124 and 125.
[109] *Manufactured Homes (Residential Parks) Act 2003* (Qld) s.39A.

Consultation feedback

There was no clear consensus from the 234 tenant survey respondents that notice periods should change.

Table 86 – Tenant and operator views on current notice periods

Survey Response	Share of tenants (231 responses; rounded)	Share of operators (15 responses)
Current notice periods sufficient	17%	73%
Min 3 months	15%	13%
Min 6 months	15%	7%
Min 12 months	18%	N/A
More than 12 months	11%	N/A
Unsure/ no opinion	24%	13%

Views outlined in stakeholder submissions were generally split, with park operators indicating that current notice periods were sufficient and Circle Green, Regional West Alliance, the Department of Communities and Shelter WA suggesting that notice periods should be extended. There was no clear support about how long minimum notice periods should be.

Finding

- There is not strong support for change to notice periods.

Compensation

Background

The Act provides that a park operator must pay compensation to a long-stay tenant with a fixed term agreement for loss incurred by the tenant if the operator terminates the agreement due to:

- sale of the park;
- the agreement being 'frustrated' (for example, cancellation of a park licence); or
- an order for termination on the ground that the park operator will experience hardship if required to terminate using another provision of the Act.[110]

[110] s. 73 of the Act – also provides for termination on the grounds of hardship to the tenant, with compensation payable to the park operator.

Compensation will be an amount agreed between the long-stay tenant and the park operator or determined by the SAT. In making a determination, SAT will consider relocation costs and other financial loss incurred by the tenant.[111]

The Act does not require compensation to be paid in other situations, for example, termination of periodic long-stay agreements.

Other jurisdictions

Other states differ as to how a compensation amount is determined and the presence of tribunal oversight.

QLD limits access to compensation by order of a tribunal to circumstances where the park is to be used for another purpose or the operator applies to the tribunal to terminate the agreement. The tribunal may consider additional cost items if the home is purchased by the operator when determining a compensation amount, such as the differences in market value.[112]

In NSW, the Act protects tenants by requiring operators to pay specific costs. If a home is relocated to another park, the operator must pay removal, transportation and reinstallation. However, if tenant does not choose to relocate the home, the compensation amount is determined by the long-stay agreement. If the agreement does not outline the amount or method to determining compensation, compensation is payable by the park operator in advance and as determined by factors listed in the Act.[113]

Objective of consultation

To determine if the current grounds for compensation are clear and sufficient and if the manner that compensation amounts are determined in the Act are appropriate.

Consultation feedback

Feedback indicated that operators and tenants would benefit from improved transparency about the basis on which compensation may be determined.

Table 97 – Tenant and operator views on current compensation grounds

Survey Response	Share of tenants (236 responses; rounded)	Share of operators (15 responses)
Compensation grounds are clear	45%	40%
Compensation grounds are unclear	21%	53%
Unsure	33%	7%

[111] s. 65 of the Act.
[112] *Manufactured Homes (Residential Parks) Act 2003* (Qld) s.39C.
[113] *Residential (Land Lease) Communities Act 2013* (NSW) Part 11, Division 6.

Comments from 55 tenants indicated that they were not primarily concerned with grounds for compensation. Rather, tenants indicated compensation amounts should be higher to reflect the market value of their homes, relocation costs and costs of alternate housing. Comments from 11 tenants called for improved transparency of compensation amounts in agreements and 10 tenants called for compensation to extend to periodic agreements.

Operator comments indicated that current grounds for compensation should instead be restricted to provide improved flexibility for park business dealings and not extend to events outside the operators' control (such as natural disasters).

Discussion

LGIRS considers that the ability for the parties to agree on a compensation amount and the option to apply to SAT if they do not agree provides a sufficient framework for determining compensation amounts. LGIRS will clarify this position in amended guidance material to ensure tenants entering a park or living in a park and operators are aware of these matters.

Finding

- There is uncertainty from the sector about the basis on which a compensation amount may be determined.

Recommendation

30. LGIRS to develop guidance material for operators and tenants on compensation and the opportunity for the State Administrative Tribunal to determine compensation.

Subleasing

Background

The Act provides that a long-stay agreement may provide that the long stay tenant:

- may sublet the premises;
- may sublet the premises with the consent of the park operator (this consent cannot be unreasonably withheld); or
- cannot sublet the premises.[114]

If the long-stay agreement does not include a specific provision, it is a term of the agreement that the tenant can sublet the premises with the consent of the park operator.

Other jurisdictions

SA permits subleasing and imposes additional requirements, specifically, that park rules define the terms (such as payment) on which the park operator will act as managing agent

[114] s. 32O of the Act.

for the premises that will be sublet.[115] NSW permits subleasing if the operator provides consent and the operator cannot unreasonably withhold consent.[116]

Objective of consultation

If the Act sufficiently allows tenants and operators to sublet the premises.

Consultation feedback

There was wide support from stakeholders that existing arrangements whereby the premises can be sublet by the tenant with the consent of the operator (and consent cannot be unreasonably withheld) is appropriate.

Finding

- Current subleasing arrangements in the Act are satisfactory.

Residential Parks Register

Background

In WA, there is not a register of residential parks to allow prospective tenants and their families to easily compare parks and identify a park that suits them. Further, sector data is not readily available to government to support policy development with the sector or allow for dissemination of information.

Individual local governments hold a register of information on caravan parks in their areas, and this information can be released on request.[117] However, not all residential parks are licensed. A register of residential parks would be distinct from the licensing framework of caravan parks that is already in place.

Other jurisdictions

Online residential park registers are currently in place in NSW, QLD and SA and is proposed for VIC. The registers can range in complexity. Some simply list park addresses and operator or owner details[118] while others include the number of sites in a park, if the park is mixed or single-use[119] and if the park has a park liaison committee.[120]

Objective of consultation

To determine if a register of residential parks should be developed.

Consultation feedback

Stakeholders across the sector are very supportive of an online register of residential parks including park operators, tenants, industry representatives and government agencies. Some stakeholders provided feedback on the content that could be placed on

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[115] *Residential Parks Act 2007* (SA) s. 51.
[116] *Residential (Land Lease) Communities 2013* (NSW) s. 45.
[117] *Caravan Park and Camping Grounds Act 1995* (WA) s. 14.
[118] See South Australian register at Residential Parks | Consumer Portal
[119] See the Queensland register at Department of Housing and Public Works - Residential Parks (Manufactured Homes) Register
[120] See the NSW register at Accommodation Register Search

the register, such as the facilities at the park, the number and type of sites available, if the park is a mixed use or long-stay only park and licence details of the operator.

Impact assessment

LGIRS has experience in designing, funding, testing and implementing registers in other sectors. In developing a residential parks register, there are opportunities to utilise park licence data of local governments. A residential parks register would require appropriate resourcing, including government funding, to support its design, development, and ongoing administration.

Findings

- The sector is supportive of LGIRS developing a register for residential parks.
- Data on residential parks is presently held by local governments could inform the early requirements and capabilities for a register.

Recommendation

31. Amend the Act to provide for the establishment of a register of residential parks.

Implementation and Evaluation

Implementation

Implementation of some recommendations of the review will require amendments to the Act, Regulations, forms and guidance material for the sector. Other recommendations involve further assessment by LGIRS in consultation with the sector.

LGIRS will perform targeted consultation with stakeholders including representatives of park operators and tenants on implementation of amendments to the Act and Regulations and, where necessary, provide further recommendations to Government. LGIRS will consult with key stakeholders including the UDIA WA, CCWA and PHOAWA throughout this process.

Further, LGIRS will undertake an education campaign to engage the sector and more effectively explain tenant and operator rights and responsibilities. This engagement will also assist LGIRS capture metrics on the sector to improve its oversight and maintain relationships with industry representatives, park operators and park liaison committees across WA. This is intended to include:

- attendance by LGIRS staff at park liaison committee meetings at select parks to provide guidance to tenants;
- educational seminars by LGIRS with park operators and their representatives;
- streamlined and targeted guidance material for the sector; and
- meetings with industry representatives to ensure the recommendations are implemented as seamlessly as possible.

Evaluation

Once implemented, the effectiveness of the recommendations of this report will be evaluated by LGIRS in ongoing engagement with industry stakeholders.

This engagement will also provide an opportunity for LGIRS to identify change and issues experienced by the sector that may require further improvement as the sector continues to grow.