



Residential Parks Act 2007

Request to assign agreement

To:
(insert name of park owner*)

I hereby give you notice that I:
(insert resident's name)

of:
(insert address of rented property)

Offer the following person/s for your approval to take over the agreement I have with you with an end date of/...../..... (insert end date of fixed term agreement):

Name: contact details:

Name: contact details:

Name: contact details:

Resident's signature:

Resident's contact details:
.....

Date:/...../.....

=====

I accept / do not accept the following
(insert park owners* name)
applicants as residents to take over the abovementioned agreement:

Name: contact details:

Name: contact details:

Name: contact details:

Park owner's* signature:

Park owner's* contact details:
.....

Date:/...../.....

The park owner* must complete the lower portion of this notice and return this form to the resident within 7 days of receipt. If it is not returned, it will be taken that consent to the assignment has been given.

If you would like more information about this notice:

Call the advice section of the Tenancies Branch
Phone: 8204 9544 8.30am – 5pm Mon - Fri
www.ocba.sa.gov.au

***Park owner means the owner OR the operator of the park**

Section 48 of the *Residential Parks Act 2007* provides:

- (1) A resident under a residential park agreement may assign the resident's interest in the agreement to another person by written or oral agreement with the other person.
- (2) However, it is a term of a residential park agreement that –
 - a. the resident must not assign the resident's interest without the written consent of the park owner*; but
 - b. the park owner* –
 - i. must not unreasonably withhold consent; and
 - ii. must not make a charge for giving consent or considering an application for consent exceeding the park owner's* reasonable expenses.
- (3) The park owner* is to be taken to have consented to an assignment if –
 - a. the resident –
 - i. has given the park owner* written notice of the assignment setting out the full name and contact details of the proposed assignee; and
 - ii. has requested the park owner* to consent to the assignment by signing and returning the notice to the resident; and
 - b. the park owner* has not consented, or refused to consent, to the assignment within 7 days after receipt of the notice of the assignment.
- (4) The absence of consent does not invalidate an assignment.
- (5) However, if the park owner's* consent to an assignment is not obtained, the resident who assigns the interest remains liable to the park owner* under the residential park agreement (together with the new resident, who is jointly and severally liable) unless the park owner* has unreasonably withheld consent.
- (6) This continuing liability of the assignor does not apply, in the case of a residential park agreement for a periodic tenancy, to a liability accruing more than 21 days after the park owner* became aware or ought reasonably to have become aware of the assignment (whichever is the earlier).
- (7) If the park owner's* consent to an assignment is not obtained and the park owner* had, before the assignment, served a notice of termination on the assignor, the park owner* may enforce the notice against the assignee.
- (8) The park owner* may terminate a residential park agreement on the ground that the resident has assigned the resident's interest without the park owner's* consent, but only if the park owner* has not unreasonably withheld consent and serves the notice of termination within 21 days after the time the park owner* became aware or ought reasonably to have become aware of the assignment (whichever is the earlier).
- (9) The effect of an assignment under this section is that the assignee is substituted for the assignor as a resident under the residential park agreement (but the assignor remains responsible for liabilities that accrued before the date of the assignment).
- (10) An assignee is liable to indemnify the assignor for liabilities incurred by the assignor to the park owner* because of a breach of the residential park agreement by the assignee.
- (11) If the resident assigns the resident's interest, an amount paid by the resident and held by way of a bond will (unless the parties agree to the contrary) continue to be held as a bond for the proper performance by the assignee of obligations under the residential park agreement”.