



# RESIDENTIAL PARK SITE AGREEMENT

## Fixed Term

**For tenancy advice contact the Tenancies Branch on 8204 9544**

THIS AGREEMENT is made between:

the PARK OWNER(S) (meaning the owner or operator of the residential park)

.....  
(insert full name/s) (if a company use company name not trading name)

of

.....  
(insert address of park owner/s)

and the RESIDENT(S)

.....  
(insert full name/s)

whose place/s of occupation is/are .....

.....  
(insert name and/or address of resident/s work place/s – if applicable)

THE PARK OWNER AGREES TO LET to the RESIDENT WHO AGREES TO RENT the rented property situated at:

.....  
.....  
(insert precise identity of rented property ; ie site number , name and street address of residential park)

FROM: .... / ..... / .....  
(insert commencement date)

TO: .... / ..... / .....  
(insert expiration date)

Terms used in this AGREEMENT that are defined in the *Residential Parks Act 2007* have the meaning ascribed to them in that Act.

## CONDITIONS

### 1. **Application of the Act and Regulations**

The PARK OWNER and the RESIDENT are legally bound to comply with the provisions of the *Residential Parks Act 2007* ("the Act") and the associated Regulations (if any). An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of the Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under the Act) to that extent void.

### 2. **Payment of rent**

The RESIDENT will pay rent for the rented property at the rate of \$.....per .....

Payment of rent will be made on the ..... of each .....  
(insert day rent due) (eg, week, fortnight, month)

at ..... by .....  
(insert place of payment) (insert method of payment)

### 3. **Maintenance of rented property and common property**

#### Cleanliness

The PARK OWNER must

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

#### Repair

The PARK OWNER must

- (a) ensure that the rented property and the common area are in a reasonable state of repair when the RESIDENT enters into occupation of the rented property;
- (b) abide by all legal requirements affecting the rented property and the common area; and
- (c) if requested to carry out repairs to common area bathroom, toilet or laundry facilities, minimise inconvenience or disruption to the RESIDENT and, if necessary, provide temporary substitute facilities.

### 4. **Maintenance of rented property - resident**

The RESIDENT must keep the rented property in a reasonable state of cleanliness and must notify the PARK OWNER of damage to the rented property and damage to any common area caused by the RESIDENT or a person permitted on the rented property or the residential park by the RESIDENT. The RESIDENT must not intentionally or negligently cause or permit damage to the rented property or common area of the residential park. At the end of this agreement the RESIDENT must give the rented property back to the PARK OWNER in reasonable condition and a reasonable state of cleanliness.

**5. Use of rented property**

The RESIDENT must not use or permit the rented property or common area of the residential park to be used for an illegal purpose or cause or permit a nuisance. The RESIDENT must not cause or permit any interference with the reasonable peace, comfort or privacy of another resident's use of rented property or with the use or enjoyment by another resident of the common area or with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the residential park.

**6. Handing over vacant possession without legal impediment**

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

**7. Resident's right to peace comfort and privacy**

The RESIDENT is entitled to quiet enjoyment of the rented property and the PARK OWNER must not cause or allow any interference with the reasonable peace, comfort or privacy of the RESIDENT in the RESIDENT'S use of the rental property or with the reasonable use or enjoyment by the RESIDENT of the common area of the residential park. The PARK OWNER must take reasonable steps to prevent other residents of the residential park from causing or permitting any interference with the reasonable peace, comfort or privacy of the RESIDENT in the RESIDENT'S use or enjoyment of the rented property and with the reasonable use or enjoyment by the RESIDENT of the common area of the residential park.

**8. Park owner's right of entry**

The PARK OWNER may enter the rented property in the following circumstance:

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

When the PARK OWNER exercises a right of entry the PARK OWNER must not:

- (a) act in an unreasonably intrusive manner;
- (b) enter any part of the rented property not required for the purpose for which the PARK OWNER is exercising the right of entry; or
- (c) remain on the rented property longer than necessary for the purpose for which the entry is being exercised.

**9. Access to residential park**

(1) The PARK OWNER must provide to the RESIDENT:

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

- (2) If the PARK OWNER has installed a lock or other security device to restrict entry to the residential park or part of the residential park to which the RESIDENT may have access and the lock or other security device is in place at the commencement of the agreement the PARK OWNER must give a copy of the key or any other opening device or information required to open the security device to the RESIDENT at or before the commencement of this agreement. If a security device is installed or changed during the term of this agreement the PARK OWNER must give a copy of the key or any other opening device or information required to open the security device to the RESIDENT before the security device is locked or activated.

The RESIDENT should ensure that any keys or devices that have been provided to them by the PARK OWNER are returned to the PARK OWNER at the end of the agreement.

- (3) The PARK OWNER must maintain the security device in working order.

#### **10. Park rules**

The PARK OWNER may make rules about the use, enjoyment, control and management of the residential park and the rules will be taken to constitute terms of this agreement. The PARK OWNER must give a copy of any residential park rules to the RESIDENT at the time the PARK OWNER and the RESIDENT enter into this agreement. The PARK OWNER may make written amendments to the residential park rules. An amendment to the residential park rules will have no effect unless the PARK OWNER has given fourteen (14) clear days' written notice of the amendment to each resident. A rule that is inconsistent with the Act or purports to exclude, modify or restrict the operation of the Act is (unless the inconsistency, exclusion, modification or restrictions is expressly permitted under the Act) to that extent void.

#### **11. Alterations and additions**

The RESIDENT must not without the PARK OWNER'S written consent make an alteration or addition to the exterior of the dwelling installed or located on the rented property or add any structure to the rented property. The PARK OWNER must not unreasonably withhold consent and must not make a charge for giving consent greater than the PARK OWNER'S reasonable expenses.

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

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

#### **13. Resident's liability**

The RESIDENT will be legally responsible for any act or omission of a person the RESIDENT invites onto the rented property or consents to being on the rented property that breaches the agreement.

#### **14. Assignment**

The RESIDENT must not without the written consent of the PARK OWNER assign the RESIDENT'S interest in this agreement. The PARK OWNER must not unreasonably withhold consent or charge for giving consent except for the PARK OWNER'S reasonable expenses in doing so.

**15. Subletting**

The RESIDENT must not enter into a sub-tenancy agreement unless:

- (a) the PARK OWNER has rules in force for the residential park defining the terms on which the PARK OWNER will act as managing agent for residents in relation to sub-tenancy agreements and the services to be provided by the PARK OWNER to residents as managing agent for sub-tenancy agreements;
- (b) the PARK OWNER has consented to the making of a sub-tenancy agreement; and
- (c) the RESIDENT has entered into a sub-tenancy managing agent agreement with the PARK OWNER under which the PARK OWNER will act as managing agent for the RESIDENT in accordance with the rules of the residential park.

**16. Sale of dwelling**

The RESIDENT is entitled to sell the dwelling installed or located on the rented property and must before displaying a "for sale" sign in or on the dwelling or the rented property inform the PARK OWNER of the RESIDENT'S intention to offer the dwelling for sale.

**17. Termination for breach of agreement**

By the park owner

The PARK OWNER may terminate this agreement by notice of termination given to the RESIDENT if the RESIDENT breaches a term of this agreement. The notice must be in writing in a form approved by the Commissioner specifying the breach and must inform the RESIDENT that if the breach is not remedied within a specified period (which must be a period of at least twenty eight (28) clear days from the date the notice is given) then this agreement is terminated by force of the notice.

By the resident

The RESIDENT may terminate this agreement by notice of termination given to the PARK OWNER if the PARK OWNER breaches a term of this agreement. The notice must be in writing in a form approved by the Commissioner specifying the breach and inform the PARK OWNER that if the breach is not remedied within a specified period (which must be a period of at least fourteen (14) clear days from the date the notice is given) then this agreement is terminated by force of the notice.

**18. Termination for successive breaches**

By the park owner

The PARK OWNER may terminate this agreement by notice in writing given to the RESIDENT if the RESIDENT has breached a term of this agreement and the RESIDENT has committed breaches of the same term on at least two (2) previous occasions and been given separate notices in respect of each of those breaches. A period of at least twenty eight (28) clear days' notice must be given.

By the resident

The RESIDENT may terminate this agreement by notice in writing given to the PARK OWNER if the PARK OWNER has breached a term of this agreement and the PARK OWNER has committed breaches of the same term on at least two (2) previous occasions and been given separate notices in respect of each of those breaches. A period of at least fourteen (14) clear days' notice must be given.

**19. Termination on hardship grounds**

If the continuation of this agreement would result in undue hardship to the PARK OWNER or the RESIDENT the Tribunal may on application of the PARK OWNER or the RESIDENT terminate this agreement from the date specified in the Tribunal’s order.

**20.** [Except as stated in Paragraphs 17, 18, 19 and Part 6 of the Act neither the PARK OWNER or the RESIDENT may give notice of termination of this agreement prior to the end of the fixed term. If the RESIDENT vacates the rented property before the end of the term without the written approval of the PARK OWNER, the RESIDENT may be liable to the PARK OWNER for the costs associated with finding a new RESIDENT, reletting the rented property and for any loss of rent.]

**21. Termination at end of term**

Either the PARK OWNER or the RESIDENT may terminate this agreement at the end of the term without specifying a ground of termination by giving the other not less than twenty eight (28) clear days’ written notice.

**22. Agreement continues if not terminated**

If this agreement has not terminated at or before the end of the term this agreement continues as an agreement and a periodic tenancy with a tenancy period equivalent to the interval between the rental payment times under this agreement and with the terms of agreement in other respects the same as those applying under this agreement immediately before the end of the fixed term.

Note that there are additional grounds of termination by the PARK OWNER and the RESIDENT contained in the Act.

Note that both parties have a right to apply to the Residential Tenancies Tribunal for settlement of a dispute.

**ADDITIONAL CONDITIONS**

SIGNATURE OF PARK OWNER/S .....DATE ...../...../.....

.....DATE ...../...../.....

SIGNATURE OF RESIDENT/S .....DATE ...../...../.....

.....DATE ...../...../.....

.....DATE ...../...../.....