



RESIDENTIAL PARK TENANCY AGREEMENT

Fixed Term - Site and Dwelling

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 having regard to their age, character and prospective life; and
- (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) in the case of any emergency (including in order to carry out repairs or prevent danger to life or valuable property);
- (b) at a time previously arranged with the RESIDENT, (but not more than once every week) for the purpose of collecting rent;
- (c) where the RESIDENT is required to pay charges for water, electricity or gas consumed at the rented property, for the purpose of reading the relevant meter;
- (d) at a time previously arranged with the RESIDENT (but not more frequently than once every three (3) months) for the purpose of inspecting the rented property;
- (e) to carry out necessary repairs and maintenance at a reasonable time after giving at least forty eight (48) hours' written notice;
- (f) after giving reasonable notice to the RESIDENT at a reasonable time and on a reasonable number of occasions to show the rented property to prospective residents during the last fourteen (14) days before the termination of this agreement;
- (g) after giving reasonable notice to the RESIDENT at a reasonable time and on a reasonable number of occasions to show the rented property to prospective purchasers;
- (h) after giving the RESIDENT not less than seven (7) and not more than fourteen (14) clear days' written notice stating the purpose and specifying the date and time of the proposed entry for a purpose not referred to in (a) to (g);
- (i) at any time with the consent of the RESIDENT given at or immediately before the time of entry; and
- (j) the PARK OWNER believes on reasonable grounds that the RESIDENT has abandoned the rented property.

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. Locks and security devices

The PARK OWNER must take reasonable steps to provide and maintain locks and devices that are necessary to ensure the dwelling on the rented property is reasonably secure. Neither the PARK OWNER or the RESIDENT must alter or remove a lock, or other security device or add a lock or security device without the consent of the other.

10. 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.

11. 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

12. Alterations and additions

The RESIDENT must not without the PARK OWNER'S written consent attach a fixture, or make an alteration or addition to the rented property or remove a fixture attached to the rented property by the RESIDENT. 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. If the PARK OWNER does not consent to the removal of a fixture attached to the rented property by the RESIDENT at the request of the RESIDENT the PARK OWNER must compensate the RESIDENT for the reasonable value of the fixture.

13. Compensation for damages caused when removing a fixture

If a RESIDENT causes damage to the rented property by removing a fixture the RESIDENT must notify the PARK OWNER and, at the option of the PARK OWNER repair the damage or compensate the PARK OWNER for the reasonable cost of repairing the damage.

14. 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.

15. 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 this agreement.

16. 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 considering or giving consent except for the PARK OWNER'S reasonable expenses.

17. 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.

18. Termination by park owner or resident for breach of agreement

Either the PARK OWNER or the RESIDENT may terminate this agreement by notice of termination given to the other for breach of a term of this agreement. The notice must be in writing specifying the breach and must inform the RESIDENT or 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 notice is given) this agreement is terminated by force of the notice.

19. Termination for rent in arrears

The PARK OWNER may terminate this agreement by notice of termination given to the RESIDENT if the RESIDENT fails to pay the rent for seven (7) days after it was due. The notice must be in writing specifying the breach and must inform the RESIDENT that if the rent is not paid within a specified period (which must be a period of at least fourteen (14) clear days from the date the notice is given) this agreement is terminated and the RESIDENT must vacate the rented property before the end of the next day.

20. Termination for successive breaches

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

21. 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.

22. [Except as stated in Paragraphs 18, 19, 20 and 21 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.]

23. **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 at least twenty eight (28) clear days' written notice of termination.

24. **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/SDATE /...../.....
.....DATE /...../.....
SIGNATURE OF RESIDENT/SDATE /...../.....
.....DATE /...../.....
.....DATE /...../.....