

## Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

(Clause 5 (1) (e))

**Note:** This agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report for the residential premises.

### *IMPORTANT NOTES ABOUT THIS AGREEMENT*

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager is required to provide the resident with a copy of *Residential Park Living*. That book explains the resident's rights and obligations under this agreement.
3. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers).
4. The park owner is also required to provide the resident with a document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated.
5. The park owner must not enter into this agreement unless the resident has been given the documents referred to above.
6. The park owner is required to provide the resident with a copy of this agreement for the resident to keep.

## Part 1 Terms of agreement

**THIS AGREEMENT is made on** \_\_\_\_\_ **at** \_\_\_\_\_ **NSW**

*BETWEEN*

### **PARK OWNER:**

(Name/s)

(ACN)

(Address)

(Name of park manager)

(ACN)

(Address)

Emergency contact number for park manager

*AND*

### **RESIDENT:**

(Name/s)

Other people who will ordinarily live at the residential premises may be listed here (*cross out if not needed*):

### **PREMISES:**

The park owner gives the resident the right to occupy site No \_\_\_\_\_ at \_\_\_\_\_ and the following parking space and storeroom (*cross out if not needed*)

Size of site (dimensions or square metres)

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included. (*Cross out whichever is not needed*)

No more than \_\_\_\_\_ persons may ordinarily live at the residential premises at any one time.

## Residential Parks Regulation 2006

### Schedule 5 Standard form agreement for residential sites or moveable dwellings in national parks

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#### RENT:

The rent is \$                      payable every                      starting on                      /                      /                      .

The resident must pay in advance on the                      of every                      .

The rent must be paid:

- (a) to the park owner, or the park manager, at                      , or
- (b) at any other reasonable place the park owner names in writing, or
- (c) into the following account                      , or any other account nominated by the park owner.

Payment must be made by the following method (*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

#### TERM:

The term of this agreement is                      , beginning on                      /                      /                      and ending on                      /                      /                      .

#### CONTINUATION:

At the end of the term the resident can stay on the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Parks Act 1998) and otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Parks Act 1998.

#### RENTAL BOND (*cross out if there is not going to be a bond*)

A rental bond of \$                      must be paid by the resident to the park owner, or the park manager, on or before signing this agreement.

## THE AGREEMENT

#### 1. The park owner agrees to provide the resident with:

- 1.1 a copy of this agreement (for the resident to keep) at or before the time that another copy of the agreement is signed and given by the resident to the park owner or the park manager, and
- 1.2 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

## RENT

#### 2. The resident agrees to pay rent on time.

3. **The park owner agrees** to provide a receipt for any rent paid to the park owner or to ensure that the park manager provides a receipt for any rent paid to the park manager. If the rent is not paid in person, the park owner agrees only to make the receipt available for collection by the resident or to post it to the resident. (The park owner is not required to provide or make available a receipt if rent is paid into the park owner's account or if the owner is otherwise exempt from that obligation.)

## PAYMENT OF COUNCIL RATES AND OTHER CHARGES

#### 4. The park owner agrees to pay, in connection with the residential premises:

- 4.1 Council rates, and
- 4.2 for electricity, other than electricity that the resident has agreed to pay for under clause 5.1 of this agreement, and
- 4.3 for water, other than water that the resident has agreed to pay for under clause 8 of this agreement, and
- 4.4 land taxes, and
- 4.5 the cost of installing any meters to measure the supply of water, electricity or gas, and
- 4.6 charges under any other Act.

#### 5. The resident agrees to pay, in connection with the residential premises:

- 5.1 any electricity charges agreed to in clause 6 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, and
- 5.2 for gas, and
- 5.3 any excess garbage or sanitary charges, and
- 5.4 reasonable visitors' fees (if such fees are permitted by the regulations), and

- 5.5 any charges for pumping out a septic system arising from the use of the residential premises by the resident, and
- 5.6 an amount for any key or opening device, issued to the resident, not exceeding \$25 for each key or device or replacement key or device issued, and
- 5.7 security deposits, or charges payable in advance, as the case may be, for the supply of any gas or any telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority.

## **ELECTRICITY**

*(Cross out this clause if it is not applicable)*

- 6. **The resident agrees** to pay all electricity charges in connection with the residential premises where:
  - 6.1 the residential premises are individually metered in compliance with the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006 (*the Code*), and
  - 6.2 any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
  - 6.3 the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and
  - 6.4 the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.
- 7. **The park owner agrees** to comply with all obligations placed on the park owner by the code published by the Department under the title *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks*, as published in August 2006.

## **WATER**

- 8. **The resident agrees** to pay for **ONE** of the following classes of water charges:
  - 8.1 if the site is individually metered (whether by the water supply authority or by the park owner) in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable—the resident's proportion of charges for water availability (to a maximum of \$50 per annum), together with all charges for water consumption,
  - 8.2 if the site is individually metered by the water supply authority—the resident's proportion of excess water charges.

## **POSSESSION OF THE PREMISES**

- 9. **The park owner agrees:**
  - 9.1 to make sure the residential site is vacant so the resident can move in on the date agreed, and
  - 9.2 that there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the residential premises cannot be used as a residence or the site of a residence, as the case may be, for the term of this agreement, and
  - 9.3 that the park owner or park manager has given approval for the occupation of the residential premises as the resident's principal place of residence.

## **RESIDENT'S RIGHT TO QUIET ENJOYMENT**

- 10. **The park owner agrees:**
  - 10.1 that the resident will have quiet enjoyment of the residential premises without interruption by the park owner or any person claiming by, through or under the park owner or having superior title to that of the park owner, and
  - 10.2 that the park owner or the park manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the resident in using the residential premises.

## OFFENSIVE BEHAVIOUR

11. **The resident agrees** not to interfere with or cause or permit interference with:
- 11.1 the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
  - 11.2 the proper use and enjoyment of the residential park by the other residents of the residential park.

## USE OF THE PREMISES

12. **The resident agrees:**
- 12.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 12.2 not to cause or permit a nuisance.

## OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES

13. **The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents do not contravene any park rules for the residential park.

## PARK OWNER'S ACCESS TO THE PREMISES

14. **The park owner agrees** that the park owner, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may only enter the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) in the following circumstances:
- 14.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 14.2 if the Consumer, Trader and Tenancy Tribunal so orders,
  - 14.3 if there is good reason for the park owner to believe the residential premises are abandoned,
  - 14.4 to inspect the residential premises, if the resident is given 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
  - 14.5 to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident is given 2 days' notice on each occasion,
  - 14.6 to show the residential premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident is given reasonable notice on each occasion,
  - 14.7 to show the residential premises to prospective residents on a reasonable number of occasions if the resident is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 14.8 if electricity, water or gas is supplied to the resident by the park owner, to inspect and read an electricity, water or gas meter situated on the residential premises,
  - 14.9 to install a smoke alarm in the residential premises or replace a battery in a smoke alarm, if the resident is given 2 days' notice on each occasion,
  - 14.10 if the resident agrees.
15. **The park owner agrees** that if a person has power to enter the residential premises under clause 14.4, 14.5, 14.6, 14.7, 14.8 or 14.9 the person:
- 15.1 must not enter the residential premises on a Sunday or a public holiday, unless the resident agrees, and
  - 15.2 may enter the residential premises only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.
16. **The park owner agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the park owner, or the park manager, must produce to the resident the park owner's, or the park manager's, written permission to enter the residential premises.

## CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES

17. **The park owner agrees:**
- 17.1 to make sure the residential premises (that is, the residential site, everything provided with the residential site for use by the resident and any moveable dwelling that is not owned by the resident) are reasonably clean and fit to live in, and
  - 17.2 to make sure that the common areas of the residential park are reasonably clean and fit to use, and

**17.3** to keep the residential premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the residential premises.

**18. The resident agrees:**

**18.1** to keep the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) reasonably clean, and

**18.2** to notify the park owner as soon as practicable of any damage to the residential premises, and

**18.3** not to intentionally or negligently cause or permit any damage to the residential premises, and

**18.4** when the agreement ends, to leave the residential premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement.

**Note.** The condition report that forms part of this agreement is set out in Part 2 of this agreement unless:

(a) the agreement is a renewed agreement, and

(b) the park owner and resident have agreed that clause 43 of this agreement applies, and

(c) a date has been inserted in clause 43, in which case the specified earlier condition report forms part of this agreement.

## **ALTERATIONS AND ADDITIONS TO PREMISES THAT BELONG TO THE PARK OWNER**

*(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)*

**19. The resident agrees:**

**19.1** not to attach any fixture or renovate, alter or add to the residential premises without the park owner's written permission, and

**19.2** not to remove, without the park owner's written permission, any fixture attached to the residential premises by the resident, and

**19.3** to notify the park owner of any damage caused by removing any fixture attached to the residential premises by the resident, and

**19.4** to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks for the removal and for compensation.

**20. The park owner agrees** to compensate the resident as soon as possible for the value of a fixture attached by the resident if the park owner refuses to allow its removal.

## **ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT**

*(Cross out this clause if the resident is renting the moveable dwelling from the park owner)*

**21. The resident agrees:**

**21.1** not to make any alteration to the moveable dwelling on the residential site that is visible from the outside of the moveable dwelling unless the park owner has consented to the alteration, and

**21.2** not to make any addition to the residential site unless the park owner has consented to the addition.

**22. The park owner agrees** not to unreasonably withhold or refuse the consent referred to in clause 21.

## **ACCESS TO THE RESIDENTIAL PARK**

**23. The park owner agrees** that, if the park owner has already installed any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access:

**23.1** subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident at the commencement of this agreement, and

**23.2** the park owner will maintain those locks or security devices in working order.

**24. The park owner agrees** that, if the park owner installs or alters any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, during the term of this agreement:

- 24.1** subject to the payment of any refundable fee (under clause 5.6), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident, and
- 24.2** the park owner will maintain those locks or security devices in working order.

## **URGENT REPAIRS**

- 25. The park owner agrees** to pay the resident, within 14 days after receiving written notice from the resident, any reasonable costs (not exceeding \$500) the resident has incurred for making urgent repairs (of the type set out below) so long as:
- 25.1** the damage was not caused to the residential premises let as a result of a breach of this agreement by the resident, and
- 25.2** the resident gives or makes a reasonable attempt to give the park owner notice of the damage, and
- 25.3** the resident gives the park owner a reasonable opportunity to make the repairs, and
- 25.4** the resident makes a reasonable attempt to have any appropriate tradesperson named in clause 26 of this agreement to make the repairs, and
- 25.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 25.6** the resident as soon as possible gives or tries to give the park owner written details of the repairs, including the cost and the receipts for anything the resident pays for.
- 26.** The type of urgent repairs to the residential premises let for which **the park owner agrees** to make payment are repairs to:
- 26.1** a burst water service, or
- 26.2** a blocked or broken lavatory system, or
- 26.3** a serious roof leak, or
- 26.4** a gas leak, or
- 26.5** a dangerous electrical fault, or
- 26.6** flooding or serious flood damage, or
- 26.7** serious storm or fire damage, or
- 26.8** a failure or breakdown of the gas, electricity or water supply to the residential premises, or
- 26.9** a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating or laundering, or
- 26.10** any fault or damage that causes the residential premises to be unsafe or not secure.

Tradesperson/s

## **LOCKS AND SECURITY DEVICES**

- 27. The park owner agrees:**
- 27.1** to provide and maintain locks or other security devices necessary to keep any moveable dwelling, parking space or storeroom, being part of the residential premises, reasonably secure, and
- 27.2** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the resident agrees, and
- 27.3** to provide the resident with a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the resident agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal so orders.
- 28. The resident agrees:**
- 28.1** not to alter or remove any lock or other security device owned by the park owner without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the park owner agrees, and
- 28.2** not to add any lock or other security device unless:
- (a) there is a reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal), or
- (b) the park owner agrees, or
- (c) the lock or other security device is added to a moveable dwelling owned by a person other than the park owner, and
- 28.3** to give the park owner a copy of the key or opening device or information to open any lock or security device which is added or altered, except where:

- (a) the park owner agrees not to be given a copy, or
- (b) the Consumer, Trader and Tenancy Tribunal so orders, or
- (c) the lock or security device is added to a moveable dwelling owned by the resident or by a person other than the park owner.

## **RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS**

**29. The resident agrees** to be responsible to the park owner for any act or omission by any person the resident allows on the residential premises, or elsewhere in the residential park, who breaks any of the terms of this agreement.

## **RIGHT TO ASSIGN OR SUB-LET**

**30. The park owner agrees** that the resident may, with the park owner's prior consent, assign the remainder of the resident's interest under this agreement or sub-let the residential premises.

**31. The park owner agrees** not to impose any charge for giving such consent other than for the park owner's reasonable expenses in giving consent.

## **PARK OWNER'S CHANGE OF ADDRESS**

**32. The park owner agrees:**

**32.1** if the residential address of the park owner changes (and the park owner has not appointed a park manager), to give the resident notice in writing of the change within 14 days, and

**32.2** if the name or business address of the park manager changes or the park owner appoints a park manager, to give the resident notice in writing of the change or the park manager's name or business address, as appropriate, within 14 days, and

**32.3** if the park owner or park manager is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the resident notice in writing of the change within 14 days.

## **MAIL FACILITIES**

**33. The park owner agrees** that if any individual mail facilities for the residential site are installed in accordance with Part 9 of the *Residential Parks Act 1998*, those facilities will be available to the resident and the resident may install a lock on those facilities.

## **MITIGATION OF LOSS**

**34. The park owner and the resident agree** that the rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the resident breaches this agreement the park owner will not be able to claim damages for loss which could have been avoided by reasonable effort of the park owner.)

## **PRESCRIBED TERMS**

## **RENTAL BOND**

**35. The park owner agrees** that where the park owner or the park manager applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the park owner, then the park owner or the park manager will provide the resident with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

## **SMOKE ALARMS**

*(Cross out this clause if the resident is renting the residential site and not the moveable dwelling)*

**36. The park owner agrees:**

**36.1** to install any smoke alarms that are required by law to be installed on the residential premises, and

**36.2** not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and

**36.3** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and if the resident is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

**37. The resident agrees:**

**37.1** not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and

**37.2** if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the resident is physically unable to change the battery, to notify the park owner as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and

**37.3** to notify the park owner if any smoke alarm installed on the residential premises is not functioning properly.

## **OBLIGATIONS UNDER PARK RULES**

**38. The park owner and the resident acknowledge** that the park rules for the residential park are terms of this agreement and that if those park rules change (in accordance with Part 6 of the *Residential Parks Act 1998*) in a way that is consistent with the rest of this agreement, the terms of this agreement change accordingly.

## **BEHAVIOUR OF OTHER RESIDENTS**

**39. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:

**39.1** do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or

**39.2** do not unreasonably interfere with the proper use and enjoyment of the residential park by the other residents of the residential park.

## **KEYS AND OPENING DEVICES**

**40. At the termination of this agreement:**

**40.1 the resident agrees** to return any key or other opening device provided to the resident, and

**40.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

## **MOVEABLE DWELLING**

**41. The park owner agrees** that, where premises let include a moveable dwelling, to ensure that the moveable dwelling complies with any regulations under the *Local Government Act 1993* with which it is required to comply.

## **SALE OF MOVEABLE DWELLING ON-SITE**

**42. The resident agrees** that the resident may not sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site.

## **AGREEMENT TO USE PREVIOUS CONDITION REPORT**

**43. The park owner and the resident agree** that the condition report included in a residential tenancy agreement entered into by the resident and dated (*insert a date if the park owner and resident agree to this clause*) forms part of this agreement.

**Note.** The following matter must be on a separate page.



## **ADDITIONAL TERMS**

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

*Additional terms may be included in this agreement if:*

- (a) both the park owner and the resident agree to the terms, and
- (b) *they do not conflict with the Residential Parks Act 1998 or any other Act, and*
- (c) *they do not conflict with the other terms of this agreement.*

**Park owner's signature:**

**Resident's signature:**

*(Sign this page even if there are no additional terms on it.)*

**Notes.**

**1. Definitions**

In this agreement:

**Department** means the Government Department administering the legislation that is principally concerned with residential parks.

**park manager** means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting of residential premises.

**park owner** means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

**regulations** means regulations under the Residential Parks Act 1998.

**rental bond** means money paid by the resident as security to carry out this agreement.

**resident** means the person who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

**residential premises** means a site on which a moveable dwelling is situated or intended to be situated, or a moveable dwelling and a site, used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**2. Notes on ending the tenancy**

The first step to end a tenancy is, almost always, for the park owner or the resident to give a notice of termination. The tenancy ends when the resident moves out, on or after the day specified in the notice or when the Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

**3. Notices of termination**

- (1) A notice of termination must:
  - (a) be in writing, and
  - (b) state the address of the rented premises, and
  - (c) be signed by the person giving it and be dated, and
  - (d) allow the required period of time, and
  - (e) give the date the resident intends to, or is requested to, move out, and
  - (f) give the reasons for ending the agreement (if any), and
  - (g) if the reason for ending the agreement is that the residential site is to be used for a purpose other than a residential site—state that:
    - (i) the resident may, within 60 days after receiving the notice, apply to the Consumer, Trader and Tenancy Tribunal for an order postponing the date for vacating the residential premises, and
    - (ii) if the park owner applies to the Consumer, Trader and Tenancy Tribunal for an order of possession of the residential premises, the park owner must establish, to the satisfaction of that Tribunal, the ground for giving the notice of termination, and
  - (h) be properly given.
- (2) If the notice is given by or on behalf of a park owner, the notice must state that information about the resident's rights and obligations can be found in the tenancy agreement.

**5. How notices are properly given**

- (1) A notice of termination **given to a resident** may be:
  - (a) posted to the resident's residence, or
  - (b) given to the resident personally, or
  - (c) given to a person aged 16 or more who normally pays the rent, or
  - (d) given to a person aged 16 or more at the residential site to pass on to the resident.

- (2) A notice of termination **given to a park owner** may be:
- (a) posted to the park owner's place of residence or employment, or
  - (b) given to the park owner, or to the park manager, personally, or
  - (c) posted or faxed to the park owner's, or park manager's, place of business, or
  - (d) given to a person aged 16 or over who normally collects the rent.

#### **5A. When and how much notice can be given?**

- (1) When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- (2) There are 2 types of agreements—**fixed term agreements** and **continuing agreements**:
- (a) a **fixed term agreement** is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end has not passed, this agreement is still a fixed term agreement,
  - (b) a **continuing agreement** does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.

#### **6. How to end a fixed term agreement**

A fixed term agreement may be ended for the following reasons, provided that at least 14 days' notice is given:

- (a) if the resident breaks one of the agreement's terms,
- (b) if the resident is more than 14 days in arrears of rent,
- (c) if the park owner breaks one of the agreement's terms,
- (d) if the park owner or resident want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

#### **7. How to end a continuing agreement**

- (1) Unlike fixed term agreements, the amount of notice that a resident or a park owner must give to end a continuing agreement is not always the same.
- (2) A continuing agreement may be ended by a park owner in the following ways:
- (a) without stating a reason (in which case at least 60 days' notice must be given),
  - (b) on exchange of a sale contract that requires vacant possession of the rented residential premises (in which case at least 30 days' notice must be given),
  - (c) if the resident breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).
- (3) A continuing agreement may be ended by a resident:
- (a) without reason (in which case at least 21 days' notice must be given), or
  - (b) if the park owner breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

#### **8. Vacant possession**

A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the residential premises to the park owner, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the resident does not vacate when required.

#### **9. Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal, if the resident does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

#### **10. Rent increases**

- (1) The park owner cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.
- (2) The resident must get 60 days' notice in writing if the park owner wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the park owner and resident subsequently agree to a lesser increase than in the notice, the park owner does not need to give a further 60 days' notice.

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- (3) The resident can apply to the Consumer, Trader and Tenancy Tribunal within 30 days of getting the notice of the rent increase for an order that the rent increase is excessive.
- (4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Consumer, Trader and Tenancy Tribunal for an order that the rent is excessive.

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT (INCLUDING THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.**

**SIGNED BY THE PARK OWNER**

**Signature of park owner:**

**In the presence of**

Name of witness:

Signature of witness:

**ACKNOWLEDGMENT BY RESIDENT**

**The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents (initial each box if you have received the document):**

A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement	
The book entitled Residential Park Living	
A list of questions and answers about living in the residential park	
The park rules for the residential park	
A document stating that the resident's right to occupy the residential premises is a leasehold right only (and not a freehold right or other right of an unlimited or perpetual nature) and may, in certain circumstances, be terminated	
A document giving information about electricity rebates	

**SIGNED BY THE RESIDENT**

**Signature of resident:**

**In the presence of**

Name of witness:

Signature of witness:

## Part 2 Residential premises condition report

### ADDRESS OF PREMISES:

#### HOW TO COMPLETE

1. Three copies of this condition report are filled out and signed by the park owner or the park manager.
2. The park owner or the park manager records the condition of the residential premises by indicating whether the particular item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example). If the residential premises consist only of a site, only that part of the condition report headed SITE needs to be completed in this way.
3. Two copies of the report which have been filled in and signed by the park owner or the park manager are given to the resident at or before the time of entering into the agreement. The park owner or park manager keeps the third copy.
4. The resident indicates agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate columns (see example below).
5. The resident returns one copy of the completed condition report to the park owner or park manager within 7 days and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the park owner and resident should complete the copy of the condition report that they retained, indicating the condition of the residential premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

#### IMPORTANT NOTES ABOUT THIS REPORT

1. This condition report is an important record of the condition of the residential premises when the tenancy begins.
2. At the end of the tenancy the residential premises will be inspected and the condition of the residential premises at that time will be compared to that stated in the original condition report.
3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the residential premises.
4. If the resident disagrees with the park owner's condition report this must be confirmed in writing, preferably on the condition report, either by placing "N" (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Consumer, Trader and Tenancy Tribunal has the power to hear disputes about the validity of a condition report.

#### EXAMPLE

	Condition of Premises at Start				Comments
	Clean	Un-damaged	Working	Resident Agrees	
LOUNGE/ DINING					
Walls/ ceiling	Y	Y	Y	Y	
Doors/ windows/ screens	Y	Y	Y	Y	
Blinds/ curtains	Y	Y	Y	Y	No curtains
Lights/ Power points	Y	Y	Y	N	Light shade cracked
Floor/ coverings	N	Y		Y	
Other					



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Other	
BEDROOM 2	
Walls/ ceiling	
Doors/ windows/ screens	
Blinds/ curtains	
Lights/ Power points	
Floor/ coverings	
Other	
BEDROOM 3	
Walls/ ceiling	
Doors/ windows/ screens	
Blinds/ curtains	
Lights/ Power points	
Floor/ coverings	
Other	
BATHROOM	
Walls/ ceiling	
Doors/ windows/ screens	
Blinds/ curtains	
Lights/ Power points	
Floor/ coverings	
Bath	
Shower	
Shower screen	
Wash basin	
Tiling	
Mirror/cabinet	
Towel rails	
Toilet/ w.c.	
Other	
LAUNDRY	
Walls/ ceiling	

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Doors/ windows/ screens	
Blinds/ curtains	
Lights/ Power points	
Floor/ coverings	
Wash tubs	
Hot water service	
Other	
GENERAL	
Concrete paving	
Annexe/ Verandah	
Carpport/ space	
Smoke alarms	
Other	
SITE	
Exclusive Facilities (specify) ..... ..... .....	
Landscaping	
Driveway	
Storeroom/ Shed	
Site Slab (concrete)	
Service/ Facilities (specify) ..... ..... .....	
General Appearance	
Utility Services: Water Electricity Gas	
TV Aerial Connection	
Quantity of gas in portable cylinder(s) at start (if cylinder	



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provided by park owner)	
Capacity of electricity supply to site (in amperes)	

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**Park owner's/park manager's signature:**

**Resident's signature:**

**Date:**

**FURNITURE: (See attached list)**

**PARK OWNER'S PROMISE TO UNDERTAKE WORK (*Cross out if not needed*)**

The park owner agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

**The park owner agrees to complete that work by:**

**Park owner's/park manager's signature:**

**Resident's signature:**

**Date:**

**Note.** Further items and comments may be added on a separate sheet signed by the park owner/park manager and the resident and attached to this report.

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