

Supplementary disclosure document

Manufactured Homes (Residential Parks) Act 2003

ABN: 86 504 771 740

This form is effective from 1 September 2019

Residential park details

Park name

Park address

Suburb State Post Code

Park phone

Park email

Proposed site number / location

Real property description (of the park)

Important

Before signing a site agreement or agreeing to an assignment of a home owner's interest under an existing site agreement, you should seek independent legal advice from an independent and experienced Queensland lawyer.

Important information you must know:

- you will not own the land your home will be positioned on
- your site rent may be increased outside the terms of your site agreement in particular circumstances (See Part 5 Section 4 of this document)
- your site agreement may be terminated in particular circumstances, which could mean you are evicted from the park and have to remove your home from the site.

About this document

For the home owner

This document seeks to ensure that you are aware of your rights and responsibilities under the *Manufactured Homes (Residential Parks) Act 2003* (the Act). It is one of the key documents designed to help you decide whether to live in a residential park.

This document also contains information about the facilities available at the residential park.

Please take time to read all documents carefully and get advice about anything you don't understand. While the Act sets out certain requirements for site agreements between park owners and home owners, you are encouraged to seek legal advice before entering into a site agreement or any agreement to purchase a manufactured home in a residential park.

For the park owner

The *Manufactured Homes (Residential Parks) Act 2003* (the Act) requires that before entering into a site agreement with a prospective home owner (or consenting to an assignment of an existing site agreement) a park owner must provide this document to the prospective home owners in accordance with the precontractual disclosure processes in the Act.

This document must be provided to home owners in the approved form as part of the precontractual disclosure processes under the Act.

Part 2 – Home owner responsibilities and behavioural standards

Section 1 Information about home owner responsibilities	The Act sets out the basic responsibilities of home owners (section 16) and enforceable behavioural obligations for home owners (section 105). Other parts of the Act deal with more specific rights and responsibilities.
Section 2 General responsibilities	As a home owner, you will be required to: <ul style="list-style-type: none">• Comply with the site agreement and park rules.• Pay the park owner the site rent and other charges payable under the site agreement (e.g. utility costs if separately measured or metered).
Section 3 Use of the site, communal areas or facilities	As a home owner you will be required to: <ul style="list-style-type: none">• use the site as a place of residence only• use the residential park’s common areas for purposes associated with residential use only• not use the site or common areas for an illegal purpose or allow guests or tenants to do so• not intentionally or recklessly damage or destroy the park’s communal facilities or allow guests or tenants to do so• maintain the manufactured home in a reasonable state of cleanliness and repair so it is fit to live in• not rent the site to a tenant unless this is allowed under the site agreement. If it is allowed, provide the park owner (in writing) with the tenant’s name and the period of the tenancy as soon as practicable• Not make any alteration to the home that is visible from the outside of the home, or make any addition to the home, unless the park owner gives written consent. The park owner must not unreasonably refuse to give the consent.
Section 4 Behavioural standards	As a home owner, you will be required to comply with the following behaviour standards in section 105 of the Act and ensure, as far as reasonably practicable, that tenants and guests comply with those standards to: <ul style="list-style-type: none">• respect the rights of other home owners of the park and other persons in the park• not unreasonably interfere with, or allow interference with, the reasonable peace, comfort or privacy of another home owner or resident• respect the right of the park owner and their representatives to work in an environment free from harassment and intimidation• not act in a way that adversely affects the occupational health and safety of a person working in the residential park.

Part 3 – Park owner responsibilities and behavioural standards

<p>Section 1 Basic responsibilities of park owner</p>	<p>The Act sets out the basic responsibilities of park owners (section 17) and enforceable behavioural standards (section 104). Other parts of the Act deal with more specific rights and responsibilities.</p>
<p>Section 2 Day-to-day running of the park</p>	<p>The park owner must:</p> <ul style="list-style-type: none"> • take reasonable steps to ensure home owners and their tenants always have access to their site and reasonable access to the common areas • maintain the common areas and communal facilities in a reasonable state of cleanliness and repair so that they are fit for use by home owners and their tenants • be reasonably available or have a park manager available to home owners and their tenants • ensure continuity of supply of utilities to the park and sites to the extent it is within the park owner’s control • maintain a noticeboard in a prominent position within the common areas and allow home owners to read the board and place notices or other material relevant to the park on the board • ensure trees in common areas are maintained so they do not pose a danger to any person or property. Maintenance of trees on an individual site is subject to negotiation between the home owner and the park owner and should be included as a special term of the site agreement • establish and maintain reasonable and accessible mail facilities at the park for home owners • give written notice to home owners within 7 days of a change of business-hours contact telephone number for the park owner or park manager • comply with site agreements and park rules • ensure an emergency plan that complies with the Act is prepared for the residential park, maintain the plan to ensure it remains effective and implement the plan in the event of an emergency • not unreasonably interfere with a home owner’s right to participate in a home owner’s organisation • take reasonable steps to ensure a home owner has quiet enjoyment of their site and the common areas within the residential park • if the park owner requires a manufactured home to be repositioned in the park, ensure the new site is broadly comparable to the original site and pay the home owner’s expenses involved in repositioning the home • not engage in fraudulent, misleading, harassing, or unconscionable conduct in the operation of the park, or in acting as a home owner’s agent to sell, or to negotiate the sale of, a manufactured home.
<p>Section 3 Responsibilities related to costs and payments</p>	<p>A park owner must:</p> <ul style="list-style-type: none"> • pay the cost of preparing a site agreement • pay the cost of installing a measuring device or meter to measure use of a utility if the park owner wants to separately measure or meter use of the utility at the site • not charge home owners more for the supply of a utility than the amount charged by the supply entity.

<p>Section 4</p> <p>Access for visitors, and community / health services</p>	<p>Access for visitors and services</p> <p>A park owner must:</p> <ul style="list-style-type: none"> • not restrict a visitor in visiting a home owner at the site or common area of the park if the visitor is providing a health or community service to the home owner • not restrict a visitor from visiting a home owner unless the park owner has a reasonable excuse • take reasonable steps to ensure emergency vehicles (e.g. ambulance, fire and police) have access to the park in an emergency, unless the park owner has a reasonable excuse.
<p>Section 5</p> <p>Park owner entering a site</p>	<p>A park owner must only enter a site:</p> <ul style="list-style-type: none"> • where they have the home owner’s consent • in an emergency • to read a meter situated on the site related to the supply of utilities* • where the park owner reasonably believes the home has been abandoned and has an order from the Queensland Civil and Administrative Tribunal permitting entry into the site • where the park owner has been appointed as the selling agent by the home owner and seeks to show the site to prospective home owners after providing at least a day’s notice of the entry* • where the park owner seeks to carry out an inspection or maintenance on the site and has provided at least 2 days’ notice of the entry.* <p><i>* Entry must occur between the hours of 8am and 8pm and cannot be on a Sunday or public holiday unless the home owner consents.</i></p>
<p>Section 6</p> <p>Behavioural standards for park owners</p>	<p>A park owner must comply with the following behavioural standards in section 104 of the Act which requires the park owner to:</p> <ul style="list-style-type: none"> • respect the rights of home owners and other residents of the park • not unreasonably interfere with, or allow interference with the reasonable peace, comfort or privacy of a home owner • take reasonable steps to ensure a home owner, or their guest, does not interfere with the reasonable peace, comfort or privacy of another home owner or resident • use their best endeavours to ensure each home owner or resident lives in an environment free from harassment and intimidation • not unreasonably restrict the right of a home owner to autonomy over their possessions or personal, financial or other matters. • not unreasonably restrict a home owner from exercising self-reliance in matters relating to their personal, domestic or financial affairs • give a complete response to correspondence relating to a written complaint, proposal or question about the operation of the park from a home owner, resident or their representative within 21 days where it substantially relates to a new matter.

Part 4 – Dispute resolution process

Section 1 What is dispute resolution?	<p>The parties to a site agreement are required to follow dispute resolution processes for resolving a residential park dispute, which is defined in section 14A of the Act.</p> <p>These processes only apply to disputes between the park owner / manager, home owners or prospective home owners. They do not apply to disputes between people living in residential parks who are not home owners.</p>
Section 2 Dispute negotiation	<p>For many disputes, the first step is for the party initiating the dispute to give the other party a dispute negotiation notice which states the matters in dispute and nominates a time which is at least 14 days (but no more than 28 days) after the notice is given, for the parties to meet to negotiate a resolution of the dispute.</p> <p>The party receiving the notice must respond in writing within 7 days and either agree to meet at the nominated time and place or propose another time that is within 7 days of the time initially proposed.</p> <p>The parties must meet and try to resolve the dispute by negotiation at the nominated time, or at another time as agreed by the parties within 7 days of the nominated time.</p>
Section 3 Mediation	<p>Where parties have attempted to negotiate a dispute through dispute negotiation, and have been unable to reach an agreement, a party to the dispute may apply to the registrar of the Queensland Civil and Administrative Tribunal (the tribunal) to have the matter referred to mediation.</p> <p>Within 14 days of receiving an application, the registrar will appoint a mediator who will organise a mediation conference with the parties to the dispute.</p> <p>Mediation conferences are private but may involve other parties where the mediator is satisfied the person has a sufficient interest in the resolution of the dispute.</p>
Section 4 Tribunal applications and hearings	<p>Generally, parties are required to attempt dispute negotiation and mediation before making an application to the Queensland Civil and Administrative Tribunal (the tribunal), unless an application directly to the tribunal is authorised under the Act. Further information on which disputes are exempt from the dispute negotiation and/or mediation process can be found in section 116 of the Act.</p> <p>If parties are unable to resolve the dispute during mediation, or the dispute is exempt under the Act, either party can apply to the tribunal to resolve the dispute. Home owners may also make a joint application to the tribunal if disputes arise out of the same or similar facts or circumstances. Individuals usually conduct their own case unless the tribunal allows another person to appear on their behalf.</p> <p>Parties to a dispute will usually have to pay their own costs for a tribunal hearing and a fee may be payable for an application to the tribunal unless the tribunal decides otherwise in the interests of justice. The amount of any possible fee is set by regulation under the <i>Queensland Civil and Administrative Tribunal Act 2009</i>. Information about any fees can be obtained by contacting the tribunal.</p>
Section 5 Breaches of the Act	<p>If the issue relates to a possible breach of the Act, the parties can notify the Department of Housing and Public Works on 13 QGOV (13 74 68).</p>

Part 5 – Site rent and how it may be varied

Section 1 Information on site rent	<p>The Act does not prescribe rent levels at residential parks. Most residential parks are commercial enterprises and their fees are determined by considering factors such as market forces, location, facilities offered, establishment costs, park size, mortgage payments, local government rates and charges, wages and other operating costs. However, the Act does provide protection for home owners by prescribing procedures for rent increases and in certain cases rent decreases.</p>
Section 2 General site rent increases	<p>General site rent increases are increases which are calculated according to the method set out in the site agreement.</p> <p>One basis at a time</p> <p>Some site agreements may include multiple bases for increasing site rent. However, a park owner cannot increase site rents using more than one basis at a time. If a site agreement provides for two separate bases for a rent review, such as a CPI calculation annually and a market review every three years, only one of those bases can be used to review the rent in any year.</p> <p>Maximum of one general increase per year</p> <p>General site rent increases cannot occur more than once per year for a site in a residential park. As a result, there should never be more than one general increase of site rent per year.</p> <p>General rent increase day</p> <p>Rent increases in a residential park must occur on a general increase day, which is nominated by the park owner for a particular basis of review. This means, for example, that all market reviews conducted in a particular year in a residential park must occur on the same day.</p> <p>Notice of a general site rent increase</p> <p>If the park owner wants to increase the site rent in accordance with the site agreement, notice of the proposed increase must be given to the home owner at least 35 days before the general increase day.</p> <p>Market valuations</p> <p>Where the basis of site rent increase is a market review, a copy of a market valuation prepared by a registered valuer must be provided. In preparing the market valuation, the park owner or valuer must consult with the home owners committee (or the home owners where no home owners committee exists) at least 63 days before the increase.</p>
Section 3 Decreasing site rent	<p>A home owner may, subject to the dispute resolution procedures in the Act, apply to the tribunal seeking a reduction in the site rent if:</p> <ul style="list-style-type: none">• the amenity or standards of the residential park’s common areas and communal facilities have decreased substantially since the site agreement was entered into• a communal facility or service provided at the park when the site agreement commenced has been withdrawn• a communal facility or service described in advertising or another document prepared by or for the park owner, of which the home owner was aware before the site agreement was entered into, has not been provided in the park.

Section 4

Increasing site rent to cover special costs

In certain circumstances, the park owner may increase site rents in a residential park to cover special costs using methods not contained in the site agreement. There are different rules for when these kinds of increases can occur. There are three types of special costs which may be used to increase site rent:

- **an operational cost:** a significant increase in the cost of running the park such as a significant increase in rates, taxes or utility costs for the park
- **a repair cost:** the cost of significant repairs in relation to the common areas or communal facilities in the park that the park owner could not reasonably have foreseen
- **an upgrade cost:** the cost of significant upgrades to the common areas or communal facilities in the park.

The process for increasing site rent to cover a special cost

Home owners cannot have their rent increased to cover a special cost unless they agree to the increase, or the park owner complies with the dispute resolution requirements in the Act and subsequently makes an application to the Queensland Civil and Administrative Tribunal (the tribunal) to have the site rent increase confirmed. In considering an application, the tribunal can consider a wide range of matters.

Where a park owner proposes an increase in site rent to cover a special cost, they may provide the home owner with an *Increase in site rent to cover special costs notice (form 13)* at least 2 months before the proposed increase and seek the home owner's agreement to the proposed increase. Home owners who disagree with a proposed increase, or do not respond within 28 days, are taken to be disputing the site rent increase for a special cost.

Commercial viability to be considered for operational and repair costs

The tribunal may only confirm an increase for an operational cost or a repair cost if it is satisfied that if the site rent is not increased as proposed, the residential park will not be commercially viable without significantly reducing the park owner's capacity to carry out their responsibilities in running the park. For a repair cost, the tribunal will also consider whether the park owner could have reasonably obtained insurance to cover the cost.

Agreement for upgrade costs

Special rules apply where an increase relates to an upgrade cost and the home owners for at least 4 sites in the park have received a notice about it. In that case, if the home owners for at least 75% of the notified sites agree to the increase, then the home owners for all notified sites are taken to have agreed to the proposed increase.

Park owner cannot threaten, intimidate or coerce

A park owner must not threaten, intimidate or coerce a home owner to agree to a proposed increase in site rent or to refrain from making an application to the tribunal seeking a review of site rent.

When the increased site rent to cover a special cost is payable

If a home owner agrees to the proposed increase, the increase is payable from the special increase day. For a repair or upgrade cost, the increase stops being payable at the end of the period specified in the park owner's notice.

Part 6 – How to assign a site agreement

Section 1

How to assign a site agreement

Home owners who sell their manufactured home may wish to assign their interest under a site agreement to the person buying the manufactured home. This means that the buyer takes over the responsibilities under the existing site agreement rather than entering into a new site agreement with the park owner.

Assignment of a site agreement must be done in accordance with Part 7 of the Act. The process is as follows:

1. The current home owner (seller) must give the park owner a *Notice of proposed sale and assignment (form 7)* to indicate they wish to sell their home and assign (transfer) their site agreement to the prospective home owner (buyer).
2. Within 7 days of receiving the notice, the park owner must give the buyer a copy of the existing site agreement and the precontractual disclosure documents for the park.
3. There is a 21-day precontractual disclosure period between receiving the precontractual disclosure documents and the park owner consenting to the assignment. This may be reduced to 7 days if the buyer seeks legal advice and signs a *precontractual disclosure waiver (form 1C)*.
4. The seller and buyer must each sign two copies of a completed *Form of assignment (form 8)*.
5. The seller must give the park owner a written request for the park owner's consent to the assignment. This request must be accompanied by the two signed copies of the *Form of assignment (form 8)*.
6. If the park owner consents to the assignment, they must sign both copies of the *Form of assignment (form 8)*.
7. The park owner must return a copy of the *Form of assignment (form 8)* to the seller and keep the other copy until 1 year after the site agreement is terminated.
8. The seller must as soon as possible after receiving a copy of the *Form of assignment (form 8)* give the copy of the form and their copy of the site agreement to the buyer.

Section 2

Disputes about assignment

Disputes about assignment

A park owner's refusal to consent to an assignment can be addressed through the dispute resolution provisions (see part 4 of this document). Where dispute negotiation and mediation has not successfully resolved the dispute, the seller may make an application to the Queensland Civil and Administrative Tribunal (the tribunal) for an order that the park owner consent to the assignment. When deciding whether to make the order, the tribunal will consider whether the park owner was being unreasonable in refusing to consent.

Part 7 – Terminating the site agreement

Section 1 Termination by mutual agreement	The parties to a site agreement may terminate the site agreement by completing a <i>Termination notice—by mutual agreement (form 4)</i> .
Section 2 Termination by home owner during cooling-off period	<p>A cooling-off period applies when a prospective home owner enters a site agreement with the park owner (or an assignment agreement for an assignment of an existing site agreement).</p> <p>The default cooling-off period is 7 days. However, if a home owner has not been provided with the precontractual disclosure documents required under the Act, the cooling-off period is 28 days.</p> <p>Where a site agreement (or assignment agreement) is terminated under the cooling-off period, the home owner is not liable to pay any amount otherwise payable under the agreement to the seller and the seller must refund any amount received under the agreement within 14 days.</p> <p>Terminating a site agreement in the cooling-off period</p> <p>To terminate the site agreement during the cooling-off period, a home owner must give a signed notice to the park owner and anybody who has been granted a security interest in the manufactured home. The notice must state the termination date that is within 28 days of the notice being given.</p> <p>A Template for this notice, <i>Termination Notice of site agreement in cooling-off period (form 3A)</i> is available on the Business Queensland website.</p> <p>Terminating an assignment agreement in the cooling-off period</p> <p>To terminate an assignment agreement during the cooling-off period, a buyer must give a signed notice to the park owner, the seller and anybody who has been granted a security interest in the manufactured home. The notice must state the termination date that is within 28 days of the notice being given.</p> <p>A Template for this notice, <i>Termination notice of assignment agreement within cooling-off period (form 3B)</i> is available on the Business Queensland website.</p> <p>If you've entered into a sale agreement to buy a manufactured home from the park owner or a previous home owner, the sale agreement is also terminated if you terminate the site agreement or the assignment agreement using the cooling-off period. Where this occurs, the seller (who may be the park owner or a previous home owner) must refund the amount paid to the seller back to the buyer, subject to any amount payable to a financier.</p>
Section 3 Termination of the site agreement by the home owner	The home owner may terminate the site agreement at any time by issuing a <i>Termination notice—by home owner (form 5)</i> . The notice must state a termination date by which the home owner will give vacant possession of the land to the park owner. The termination date must not be later than 28 days after the notice is given.

Section 4

Termination of the site agreement by the park owner

The park owner may make an application to the Queensland Civil and Administrative Tribunal (the tribunal) to terminate the site agreement on any of the following grounds:

- the home owner contravened a term of the site agreement and failed to remedy the contravention within 28 days of being given a *Notice to remedy breach (form 6)*
- the home owner assaulted, threatened to assault, attempted to assault or arranged for someone else to assault a person who was lawfully in the park
- the home owner wilfully destroyed the property of others in the park or site
- the home owner used the site other than as a place of residence
- the home owner, tenant or guest repeatedly interfered with the quiet enjoyment of the park by other residents and did not comply with a *Notice to remedy breach (form 6)* issued by the park owner to stop that behaviour.
- the park owner wishes to use the park land or part of the park land for another purpose. In this case, the park owner must provide the tribunal with a document certified by the local government authority that the park land may be used for the stated purpose. Where this occurs, the tribunal may make a compensation order under section 40 of the Act.

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at www.hpw.qld.gov.au

Regulatory Services (Department of Housing and Public Works)

Regulatory Services administers the *Manufactured Homes (Residential Parks) Act 2003*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Parks Advisory Service (QRVPAS)

Specialist service providing free information and legal assistance to home owners and prospective home owners in residential parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Seniors Legal and Support Service

Provides free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au/sails_slss

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions by government.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Queensland Law Society

Find a solicitor.

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au