

Site agreement

Manufactured Homes (Residential Parks) Act 2003

ABN: 86 504 771 740

This form is effective from 1 September 2019

Important

Before signing this site agreement, you should:

- seek advice from an independent and experienced Queensland lawyer or community legal service.
- ensure that the special terms are satisfactory and that you understand how the special terms may affect you.

Special terms

- Special terms are not prescribed by the Act but are subject to negotiation between the parties to the site agreement.
- If a special term of the site agreement is inconsistent with any part of the Act or a Regulation, the Act or Regulation overrides the site agreement and the special term is void to the extent of the inconsistency.
- A Regulation may prohibit particular types of special terms.

Home owners and park owners are required to enter into a written site agreement under the *Manufactured Homes (Residential Parks) Act 2003* (the Act). A site agreement must comply with the requirements of Act, and any relevant regulations. This form is a template which may assist park owners¹.

The park owner must give a prospective home owner for a site:

- the *Initial disclosure document (form 1A)* at least 21 days before entering into the site agreement
- the *Supplementary disclosure document (form 1B)* and 2 copies of the proposed site agreement at least 14 days before entering into the site agreement.

A prospective home owner may reduce the precontractual disclosure periods down to 7 days by signing a *Precontractual disclosure waiver (form 1C)* if they have received legal advice from an independent and experienced Queensland lawyer.

The prospective home owner must sign both copies of this form and give them to the park owner.

If the park owner receives two copies of the proposed site agreement signed by the home owner and decides to enter into the site agreement, the park owner must sign both copies and return one copy to the new home owner within 10 days of signing.

This site agreement is in four parts.

- Part 1: Details, standard terms and conditions of use
- Part 2: Special terms of the site agreement
- Part 3: Rights, duties and processes under the Act
- Part 4: Acceptance of site agreement

¹ This form does not provide for the individual circumstances of home owners and park owners and may not cover all individual circumstances. The parties are responsible for ensuring that all of the relevant requirements are met in relation to a particular site agreement and in accordance with the Act and the regulations. This form is not to be relied on and is also not a substitute for legal advice. The department disclaims all responsibility and all liability (including, without limitation, liability in negligence) for all expenses, losses, damages and costs you might incur as a result of the form being inaccurate or incomplete in any way or not suited to your needs.

You can download copies of the Act from www.legislation.qld.gov.au

Home owners and park owners/managers may contact the Queensland Civil and Administrative Tribunal (the tribunal) on 1300 753 228 or at www.qcat.qld.gov.au to help resolve disputes relating to site agreements subject to the dispute resolution procedures in the Act.

Please complete this form in BLOCK letters. Attach extra pages if needed. Give all dates as DD/MM/YYYY.

If you need further information regarding this form, contact the Department of Communities, Housing and Digital Economy on **13 QGOV (13 74 68)**

Part 1 – Details and standard terms of the site agreement

About this site agreement

This site agreement is made between the parties shown at sections 1 and 2 for the rental of the site stated in section 3.

The park owner grants the home owner the right to:

- occupy the site specified in part 1 section 3 of this site agreement
- position a manufactured home on the site; and
- non-exclusive use of the park's common areas and communal facilities.

Contracting out of the Act (purposely including provisions in the agreement to defeat the purpose of the Act) is prohibited. Any site agreement is void to the extent to which it attempts to exclude, change or restrict the application or operation of a provision of the Act.

The park owner must pay the costs of preparing this site agreement.

This site agreement commences on the date shown in part 1 section 4 and continues until it is terminated under the provisions of the Act.

Key definitions

Manufactured home

A manufactured home is a structure other than a caravan or tent that has the character of a dwelling house, is designed so that it can be moved from one position to another and is not permanently attached to the land. A converted caravan may be a manufactured home by agreement.

Residential park

A residential park is an area of land that includes sites (land available for rent under site agreements), common areas and facilities for the personal comfort, convenience or enjoyment of home owners.

Home owner

A home owner is a person who owns a manufactured home that is (or will be) positioned on a site in a residential park under a site agreement, irrespective of whether they occupy the home themselves or let the home to a tenant on a temporary basis (if permitted under the site agreement). A personal representative or a beneficiary of the estate of a deceased home owner or other successor in title is also defined as a home owner.

Park owner

A park owner is a person who owns a residential park. A personal representative, beneficiary of the estate of a deceased park owner or other successor in title is also defined as a park owner. A mortgagee in possession of a residential park is also considered a park owner.

Key definitions (continued)	Site agreement A site agreement is an agreement between a park owner and a home owner that details: <ul style="list-style-type: none"> • the rental by the home owner of a particular site in a residential park • the manufactured home's position in the residential park • the non-exclusive use of the park's common areas and communal facilities by the home owner • any special provisions / conditions required or permitted by the Act to be in the agreement.
Section 1 Park owner	<p>Individual owner</p> Preferred title Mr Mrs Ms Miss Other (specify) Full name <p>Corporate owner</p> Full company / corporation name Australian Company Number (ACN) Australian Business Number (ABN) Business address Suburb State Post Code Phone Email
Park manager	Management of the park operations is the responsibility of (name) who is located at (business address) Park office hours: Week day hours – Weekend hours – After hours contact details (if applicable) Work Mobile phone Email

Section 2 Home owner	<p>Person 1</p> <p>Preferred title Mr Mrs Ms Miss Other (specify)</p> <p>Full name</p> <p>Current address</p> <p>Suburb State Post Code</p> <p>Phone</p> <p>Email</p> <p>Do you consent to receive documents electronically? Yes No</p> <hr/> <p>Person 2 (if applicable)</p> <p>Preferred title Mr Mrs Ms Miss Other (specify)</p> <p>Full name</p> <p>Current address</p> <p>Suburb State Post Code</p> <p>Phone</p> <p>Email</p> <p>Do you consent to receive documents electronically? Yes No</p>
Section 3 Residential park and site	<p>Park name and address (if different from business address)</p> <p>.....</p> <p>.....</p> <p>Site location (e.g. site number or other description)</p> <p>.....</p> <p>.....</p> <p>Area of site (e.g. z square metres or x metres by y metres)</p> <p>.....</p> <p>The manufactured home will be my/our principal place of residence under the terms and conditions stated in this site agreement Yes No</p>
Section 4 Commencement date	<p>.....</p> <p>DD / MM / YYYY</p>
Section 5 Site rent amount and frequency	<p>Site rent: \$</p> <p>Frequency:</p> <p> Weekly Fortnightly Monthly Other (specify)</p> <p>Paid: In advance In arrears</p>
Section 6 Maximum occupancy	<p>Maximum number of persons who may reside on the site</p> <p>.....</p>

Section 7 Payment Day	Site rent payment day:	
Section 8 Location of site rent payment	Place where site rent must be paid (e.g. at the park’s office, at the park owner’s financial institution)	
Section 9 Approved payment method <i>Tick all that apply</i>	Cash	Deduction from pay, pension or other benefit
	EFTPOS	Direct deposit into specified financial institution
	Cheque	Other (please specify)
	Park owner account details for direct deposit (if applicable) BSB Account number Instructions	
Section 10 Paying site rent	<p>10.1 How site rent is to be paid</p> <p>10.1.1 The home owner must pay the rent by the due date stated in part 1 section 7.</p> <p>10.1.2 Site rent must be paid in the manner as set out in part 1 section 9 of this site agreement or another way agreed by the park owner and the home owner.</p> <p>10.1.3 The parties may agree in writing to vary the method of payment stated in the site agreement provided that the proposed change is an approved way (section 63(4) of the Act). The method stated in this site agreement remains in force unless both parties agree to the change.</p> <p>10.2 Where rent is to be paid</p> <p>10.2.1 Rent must be paid at the place stated in part 1 section 8 of this site agreement.</p> <p>10.2.2 If the park owner gives the home owner a notice stating a different place for the payment of site rent and the place is reasonable, the home owner must pay the rent at the place stated in the notice.</p> <p>10.2.3 If no place is stated in this site agreement, the home owner must pay the rent at an appropriate place (e.g. the park owner’s office in the park).</p> <p>10.3 Rent receipts</p> <p>10.3.1 The park owner must give rent receipts when payments are made by cash and, on request, when made by cheque (section 65 of the Act).</p> <p>10.3.2 Where payments are made by other methods, the park owner must, upon request, provide the home owner with a copy of the site rent payment record (section 65 of the Act).</p>	

<p>Section 11</p> <p>Utilities and services which are included in the cost of site rent</p> <p><i>Specify details / limits: e.g. local calls only, internet data limits</i></p>	<p>Site rent includes (e.g. water / sewerage, electricity, gas, mowing)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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Section 12	Service / Utility	Cost (if applicable)	Frequency (if applicable)
<p>Provision of utilities and services NOT included in site rent</p> <p>This section is for utilities and services which are provided by the park but charged for separately from site rent.</p> <p>For utilities (water, sewerage, electricity and gas), a home owner may only be required to pay the park owner for use where usage is separately metered or measured.</p>	<p>Electricity</p> <p>Provided by park owner</p> <p>Must be separately arranged with a third party by the home owner</p> <p>Not available</p>	<p>Charged based on usage (separately metered)</p>	<p>.....</p>
	<p>Gas:</p> <p>Provided by park owner</p> <p>Must be separately arranged with a third party by the home owner</p> <p>Not available</p>	<p>Charged based on usage (separately metered)</p>	<p>.....</p>
	<p>Water / sewerage</p> <p>Provided by park owner</p> <p>Must be separately arranged with a third party by the home owner</p> <p>Not available</p>	<p>Charged based on usage (separately metered)</p>	<p>.....</p>
	<p>Communications</p> <p>Provided by park owner</p> <p>Must be separately arranged with a third party by the home owner</p> <p>Not available</p>	<p>Fixed cost</p> <p>\$.....</p> <p>Charged based on usage (separately metered)</p>	<p>.....</p>
	<p>Mowing / gardening</p> <p>Provided by park owner</p> <p>Must be separately arranged with a third party by the home owner</p> <p>Not available</p>	<p>Fixed cost</p> <p>\$.....</p> <p>Other (specify)</p> <p>\$.....</p>	<p>.....</p>
	<p>Other (specify)</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Cost (specify)</p> <p>\$.....</p> <p>\$.....</p> <p>\$.....</p>	<p>.....</p> <p>.....</p> <p>.....</p>

<p>Section 13</p> <p>How site rent may be varied</p>	<p>13.1 Site rent increases</p> <p>13.1.1 Site rent may only be increased in the ways set out in part 11 of the Act.</p> <p>13.1.2 The 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 Queensland Civil and Administrative Tribunal (the tribunal) seeking a review of site rent.</p> <p>13.1.3 Site rent may be increased either through a general site rent increase under the terms of the site agreement and Part 11 Division 2 of the Act, or by a special rent increase in accordance with Part 11 Division 3 of the Act.</p> <p>13.1.4 Further information on this can be found in Part 3 of this site agreement, and in the precontractual disclosure documents.</p> <p>13.2 Increasing site rent under the terms of the site agreement (general increase)</p> <p>13.2.1 The basis for working out the amount of any increase in site rent must be stated in the site agreement.</p> <p>13.2.2 If the park owner wants to increase the site rent in accordance with the site agreement, written notification of the proposed increase must be given to the home owner at least 35 days before the general increase day (general increase notice).</p> <p>13.2.3 The general increase notice must state:</p> <ul style="list-style-type: none"> a) the amount of the proposed increased site rent b) the basis for increasing the site rent c) how the amount of the proposed increased site rent has been worked out using the basis d) the general increase day e) the day the notice is given to the home owner f) how the home owner may dispute the general increase. <p>13.2.4 The park owner cannot increase the site rent using more than one basis at one time.</p> <p>13.2.5 The park owner must not increase the site rent under the site agreement on any basis provided for in the site agreement within 1 year after the day the site rent was last increased under the site agreement.</p> <p>13.2.6 The park owner must nominate the same day (the general increase day) when the site rent payable for all eligible sites in the residential park will be increased on the same basis.</p> <p>13.2.7 If a market review is used as the basis for the general increase, a market valuation must be included with the general increase notice. In preparing a market valuation, the park owner must consult with, or arrange for a registered valuer to consult with, the home owners committee (or with the home owners in the manner required by section 69D of the Act if there is no home owners committee) in relation to the preparation of a market valuation. This must be done at least 63 days before the general increase day.</p> <p>13.2.8 If a home owner wishes to dispute the amount of the proposed increase:</p> <ul style="list-style-type: none"> a) the home owner must, within 28 days after receiving the notice, give the park owner a dispute negotiation notice for the dispute; and b) the home owner must use the dispute resolution procedures under part 17, division 1 of the Act to try and resolve the dispute with the park owner; and c) the home owner may, subject to the requirements of the dispute resolution procedures in the Act, apply to the tribunal for an order reducing the amount of, or setting aside, the increase.
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Section 13
How site rent
may be varied
(continued)

13.3 How site rent may be increased under this site agreement (general increase)

Basis 1:

.....
.....
.....
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Frequency

Next general increase day for this basis:

DD / MM / YYYY

Basis 2 (if applicable):

.....
.....
.....
.....

Frequency

Next general increase day for this basis:

DD / MM / YYYY

13.4 Special rent increases

13.4.1 In certain circumstances, the park owner may also increase site rents in a residential park to cover special costs using methods not contained in the site agreement. There are three types of costs for which this may occur:

- a) **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.
- b) **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.
- c) **an upgrade cost:** the cost of significant upgrades to the common areas or communal facilities in the park.

13.4.2 Where a park owner proposes an increase in site rent to cover a special cost, they must provide the home owner with a special increase notice and seek the home owner's agreement to the proposed increase. This notice must be provided to the home owner at least two months before the proposed date of the rent increase (special increase day).

13.4.3 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.

13.4.4 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.

Section 13
How site rent
may be varied
(continued)

- 13.4.5 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. If an increase for a special cost is disputed, the park owner, subject to the dispute resolution procedures in the Act, may apply to the tribunal to have the site rent increase confirmed.
- 13.4.6 The tribunal may reduce, set aside or confirm the proposed increase, or make any other appropriate orders. In determining the application, the tribunal may consider a wide range of factors.
- 13.4.7 The tribunal may 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.
- 13.4.8 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.

Note: For information on what information the special increase notice must contain under the Act, please see the Supplementary disclosure document (form 1B).

13.5 Decreasing site rent

- 13.5.1 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:
- a) the amenity or standard of the residential park's common areas and communal facilities has decreased substantially since the site agreement was entered into
 - b) a communal facility or service provided at the park when the site agreement commenced has been withdrawn; or
 - c) 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.
- 13.5.2 Where a utility used by a home owner is not separately measured or metered, the home owner may be entitled to a site rent reduction if a utility charge included in the site rent becomes separately measured and metered and the costs of the use becomes payable by the home owner.
- 13.5.3 Home owners may also be entitled to a site rent decrease if a utility which is included in the site rent stops being available for use by the home owner through no fault of the home owner. The Act imposes notification obligations on the park owner if these changes occur.
- 13.5.4 If the parties cannot agree on the amount of the reduction or the park owner has not reduced the site rent by the amount of the utility cost factored into the site rent, the home owner may, subject to the dispute resolution procedures in the Act, apply to the tribunal for a reduction in the site rent.

<p>Section 14 Keeping of pets</p>	<p>14.1 Pets allowed Yes No</p> <p>14.2 If yes, what are the type and number of pets allowed:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Note: The keeping of pets is subject to any local government laws.</p>
<p>Section 15 Letting the home</p>	<p>15.1 Can the home owner let the home? Yes No</p> <p>15.2 If yes, are there any limitations on letting the home? Please specify:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>15.3 If the home owner is permitted to rent the site to a person on a temporary basis under this site agreement, and the home owner chooses to do so, the home owner must give the park owner a notice which includes the name of the tenant and the period of the tenancy as soon as practicable.</p>
<p>Section 16 Restrictions on sale signs</p>	<p>16.1 Can the home owner place a ‘for sale’ notice or sign for the home on the site? Yes No</p> <p>16.2 If yes, are there any restrictions on the size or placement of the notice or sign? Please specify:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>16.3 If a home owner is allowed to place a ‘for sale’ notice or sign on the site, the home owner must give the park owner notice of their intention to offer the home for sale before placing the sign on the site.</p>
<p>Section 17 Repositioning the manufactured home</p>	<p>17.1 The park owner reserves the right to reposition the manufactured home to a comparable site in the park if necessary. Yes No</p> <p>17.2 If repositioning is permitted, the park owner may only reposition the manufactured home to a site that is broadly comparable to the original site and only where the park owner gives the home owner a written undertaking to pay all expenses involved in the repositioning.</p>

Part 2 – Special terms

<p>Section 1 Information on special terms</p>	<p>Special terms relate to the particular park to which this site agreement relates.</p> <p>Special terms are not prescribed by the Act but are subject to negotiation between the parties to the site agreement.</p> <p>If a provision of the Act or Regulation is inconsistent with a special term of the site agreement, the provision of the Act prevails, and the special term is void to the extent of the inconsistency. Also, if a standard term is inconsistent with a special term of the site agreement, the standard term prevails, and the special term is void to the extent of the inconsistency.</p> <p>Home owners should pay particular attention to ensure that the special terms are satisfactory.</p> <p>Special terms which are not satisfactory may be negotiated between you and the park owner. Do not sign a site agreement which contains special terms that you do not agree with.</p> <p>Before entering a site agreement, it is recommended that you seek legal advice from an independent and experienced Queensland lawyer. This is especially important where the site agreement includes special terms.</p>
<p>Section 2 Variation of special terms</p>	<p>Under section 22 of the Act, special terms may be varied at any time during the period of the agreement. Any variation of a special term is void unless it is signed by both parties to the site agreement.</p> <p>If the parties cannot agree to the variation of a special term, either party may apply to the tribunal to vary the agreement, subject to the dispute resolution procedures in the Act. The Queensland Civil Administrative Tribunal may make any order it considers appropriate.</p>
<p>Section 3 Prohibited special terms</p>	<p>Section 3 of the <i>Manufactured Homes (Residential Parks) Regulation 2017</i> prohibits particular types of special terms.</p> <p>A park owner must not include a prohibited term in a site agreement, including in the special terms or attempt to enforce a prohibited term in a residential park. A park owner may be subject to significant penalties if they include, or attempt to enforce, a prohibited term.</p> <p>Any special terms that are prohibited terms are void in all site agreements.</p>
<p>Section 4 Disputes about special terms</p>	<p>If a dispute arises about whether a special term is a prohibited term, the home owner may apply to the tribunal for an order declaring the term void, subject to the dispute resolution procedures in the Act. The Queensland Civil Administrative Tribunal may declare the term void, not void or void to a stated extent, or may vary the special term.</p> <p>A home owner under a site agreement may also apply to the tribunal to consider whether a special term of the site agreement is clearly expressed in plain language, subject to the dispute resolution procedures in the Act. If the tribunal considers the special term is not clearly expressed in plain language, it may make an order varying the special term of the site agreement. It may also make an order prohibiting the park owner from using the same or a similar special term in any subsequent site agreement.</p>

Part 3 – Rights, duties and processes under the Act

Section 1 Terms of the site agreement	1.1 This site agreement is governed by and is subject to the Act and includes: a) the terms set out in section 19 of the Act b) any standard terms prescribed by a regulation under section 20 of the Act c) any special terms set out in part 2 of this site agreement d) the park rules for the park, if any e) other duties imposed on, or entitlements given to, the park owner or home owner under the Act. 1.2 A description of the above is included in this part. Please note that where any information is (or becomes) inconsistent with the Act, the Act prevails.
Section 2 Home owner’s responsibilities	The responsibilities of home owners are set out in section 16 of the Act and include: 2.1 Use the site as a place of residence only. 2.2 Use the residential park’s common areas for purposes associated with residential use only. 2.3 Do not use the site or common areas for an illegal purpose or allow guests or tenants to do so. 2.4 Comply with the following requirements in section 105 of the Act and ensure, as far as reasonably practicable, that tenants and guests comply with the requirements: a) Respect the rights of other home owners of the park and other persons in the park. b) Do not unreasonably interfere with, or allow interference with, the reasonable peace, comfort or privacy of another home owner or resident. c) Respect the right of the park owner and their representatives to work in an environment free from harassment and intimidation. d) Do not act in a way that adversely affects the occupational health and safety of a person working in the residential park. 2.5 Pay to the park owner the site rent and other charges payable under the site agreement (e.g. utility costs if separately measured or metered). 2.6 Do not intentionally or recklessly damage or destroy the park’s common areas or communal facilities or allow guests or tenants to do so. 2.7 Maintain the manufactured home in a reasonable state of cleanliness and repair so it is fit to live in. 2.8 Do 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. 2.9 Do 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. You can apply to the tribunal if the park owner unreasonably refuses consent, subject to dispute resolution procedures in the Act. 2.10 Comply with the site agreement and park rules.

<p>Section 3</p> <p>Park owner's responsibilities</p>	<p>The park owner's responsibilities found under section 17 and elsewhere in the Act are taken to be terms of the site agreement.</p> <p>3.1 Take reasonable steps to ensure home owners and their tenant always have access to their site and reasonable access to the common areas.</p> <p>3.2 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.</p> <p>3.3 Be reasonably available or have a park manager available to home owners and their tenants at reasonable times for consultation regarding park operations, including the supply of utilities.</p> <p>3.4 Ensure continuity of supply of utilities to the park and sites to the extent it is within the park owner's control.</p> <p>3.5 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.</p> <p>3.6 Do not charge the home owner or arrange for the home owner to be charged an amount for the use of a utility that is more than the amount charged by the relevant supply authority for the quantity of the service supplied to, or used, at the site. This applies if a home owner for a site in a residential park is required to pay the park owner or a third party for the use by the home owner of a utility at the site, and the use is separately measured or metered.</p> <p>3.7 Comply with the following requirements in section 104 of the Act:</p> <ul style="list-style-type: none"> a) respect the rights of home owners and other residents of the park b) do not unreasonably interfere with, or allow interference with, the reasonable peace, comfort or privacy of a home owner or other residents c) take reasonable steps to ensure a home owner or other resident, or their guest, does not interfere with the reasonable peace, comfort or privacy of another home owner or resident d) use the park owner's best endeavours to ensure each home owner or resident lives in an environment free from harassment and intimidation e) do not unreasonably restrict the right of a home owner or other resident to autonomy over their personal, financial or other matters or possessions f) do not unreasonably restrict a home owner or other resident from exercising self-reliance in matters relating to their personal, domestic or financial affairs g) must give a complete response to correspondence from a home owner, resident, or their representative, within 21 days of receiving the correspondence if the correspondence is considered 'relevant correspondence' under the Act, and the park owner has not given a previous response to the issue raised in the correspondence in accordance with the Act. <p>3.8 Take reasonable steps to ensure emergency vehicles (e.g. ambulance, fire and police) have access to the park in an emergency at all times, unless the park owner has a reasonable excuse.</p> <p>3.9 Do not unreasonably interfere with a home owner's right to participate in a home owner's organisation.</p> <p>3.10 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.</p>
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<p>Section 3</p> <p>Park owner's responsibilities (continued)</p>	<p>3.11 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 may be included as a special term of the site agreement.</p> <p>3.12 Establish and maintain reasonable and accessible mail facilities at the park.</p> <p>3.13 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.</p> <p>3.14 Ensure, if this site agreement allows for the park owner to require repositioning of the home to another site in the park, that the new site is broadly comparable to the original site and pay the home owner's expenses involved in repositioning the home.</p> <p>3.15 Only enter a site for the following reasons:</p> <ul style="list-style-type: none"> a) if the home owner consent to the entry b) in an emergency c) to read a meter situated on the site if the park owner arranges for the supply of electricity, gas or water to the site (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent from the home owner) d) to carry out an inspection or maintenance of the site after giving the home owner at least 2 days' notice of the proposed entry (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent from the home owner) e) to show the site to a prospective home owner (if the park owner has been appointed as a selling agent by the home owner) after giving the home owner at least 1 day of notice of the inspection (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent) f) if the park owner reasonably believes the home has been abandoned g) under an order of the tribunal permitting entry to the site for a stated purpose. <p>3.16 Do not engage in fraudulent or misleading 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> <p>3.17 Do not engage in harassment 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> <p>3.18 Within 28 days of opening the park, complete and provide to the Department of Communities, Housing and Digital Economy an <i>Information for record of residential parks (form 10)</i>. Also, by completing the same form, provide the Department of Communities, Housing and Digital Economy with written notice of any change in this information within 28 days.</p> <p>3.19 Comply with site agreements and any park rules.</p> <p>3.20 Take reasonable steps to ensure a home owner has quiet enjoyment of their site and the common areas within the residential park.</p> <p>3.21 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.</p> <p>3.22 Must not restrict a visitor in visiting a home owner or other resident at a site or in a common area of the residential park if they are providing, or intending to provide, a health or community service to a home owner or other resident and they are suitably qualified to do so.</p> <p>3.23 Must not restrict visitors in visiting a home owner or other resident at the site or in a common area without reasonable excuse.</p>
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<p>Section 4 Park rules</p>	<p>4.1 The park owner may make rules about the use, enjoyment, control and management of the park. Rules may only be made about the following within the park:</p> <ul style="list-style-type: none"> (a) the use and operation of communal facilities (b) noise levels (c) sport and other recreational activities (d) speed limits for motor vehicles (e) parking of motor vehicles (f) disposal of refuse (g) keeping of pets (h) other things prescribed by a Regulation. <p>4.2 The Act sets out the procedure that a park owner must follow to change a park rule. This procedure includes setting an ‘objection closing date’ (which must be at least 28 days after the notice of proposed changes is given to home owners), establishing a park liaison committee to consider objections if received, and applying to the tribunal if the matter cannot be resolved (sections 78–85).</p> <p>4.3 A Regulation may prohibit certain types of park rules.</p> <p>4.4 The park owner must not make or attempt to enforce a prohibited park rule. Significant penalties apply if a park owner makes or attempts to enforce a prohibited park rule.</p> <p>4.5 Any park rules that are prohibited are void.</p> <p>4.6 The park owner must provide a copy of the park rules with the initial disclosure documents for this site. The park owner must also include information about park rules or where to find them on the notice board for the park.</p>
<p>Section 5 Dispute resolution</p>	<p>What is a residential park dispute?</p> <p>5.1 A residential park dispute is:</p> <ul style="list-style-type: none"> a) a dispute about a proposal for a change in a park rule for which a non-resolution notice has been given or a park liaison committee has made a proposal decision b) a dispute between a seller and park owner about a park owner’s failure or refusal to consent to the assignment of the seller’s interest in a site agreement c) a dispute between a park owner and home owner about the parties’ rights or obligations under the agreement or under the Act (or another matter provided for under the Act) d) a dispute about the day-to-day running or operation of a residential park (including a failure to communicate or cooperate with the home owner’s committee) e) a dispute between home owners for 2 or more sites about a home owner’s rights or obligations under the Act f) disputes relating to an assignment or proposed assignment of the seller’s interest in a site agreement to the buyer g) a dispute about whether a person is entitled to have a park owner enter into a site agreement with the person. <p>5.2 The dispute resolution procedures for resolving a residential park dispute are summarised below.</p>

<p>Section 5</p> <p>Dispute resolution (continued)</p>	<p>5.3 Dispute negotiation</p> <p>5.3.1 A party to a residential park dispute may give the other party to the dispute a dispute negotiation notice which:</p> <ol style="list-style-type: none"> a) states the matters in dispute; and b) nominates a time on a stated day that is at least 14 days but no more than 28 days after the notice is given for the parties to meet and negotiate a resolution of the dispute. <p>5.3.2 If a party gives a dispute negotiation notice, the other party must, within 7 days after receiving the notice, give the first party a written response agreeing to meet the first party:</p> <ol style="list-style-type: none"> a) at the nominated time, or another time within 7 days of the nominated time; and b) at the nominated place or another place as agreed. <p>5.3.3 The parties must meet and try to resolve the dispute by negotiation. The parties may agree to meet at other times as needed.</p> <p>5.4 Mediation</p> <p>5.4.1 A party to a residential park dispute may apply to the registrar of the Queensland Civil and Administrative Tribunal to refer the dispute for mediation where they have attempted to resolve the dispute by negotiation and have been unable to do so.</p> <p>5.4.2 Upon receiving the notice, the registrar must appoint a mediator to mediate the dispute and give a written notice to the parties providing the time, date and place of the mediation conference.</p> <p>5.4.3 A mediation conference is not open to the public but a mediator may allow a person who is not a party to the residential park dispute to take part in a mediation conference if the mediator is satisfied the person has a sufficient interest in the resolution of the dispute.</p> <p>5.4.4 The mediator must record any agreement that is reached between the parties in writing and have it signed by or for the parties.</p> <p>5.4.5 A person must not make a record of anything said at a mediation conference. However, a mediator may take notes during the mediation (which must be destroyed once the mediation is concluded).</p> <p>5.5 Applications to the Queensland Civil and Administrative Tribunal</p> <p>5.5.1 Parties may apply to the Queensland Civil and Administrative Tribunal (the tribunal) if:</p> <ol style="list-style-type: none"> a) they have been unable to resolve their dispute through mediation; or b) where a party does not attend, or withdraws from, the mediation for the dispute; or c) the dispute is not settled within 4 months after the dispute is referred for mediation; or d) the parties have reached a mediation agreement, and the party making the application claims the other party has not complied with the agreement within the time specified in the agreement (or 2 months from the date the mediation agreement is signed where no time is specified). <p>5.5.2 If a party to a residential park dispute applies to the tribunal for an order in relation to the dispute, the tribunal may make an order it is authorised to make under relevant sections of the Act (e.g. sections related to site rent increases) or any other order the tribunal considers appropriate to resolve the dispute.</p>
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<p>Section 6</p> <p>Cooling-off period</p>	<p>6.1 Under the Act, all home owners entering into a site agreement (or being assigned an interest in a site agreement) are entitled to a 7-day cooling-off period during which a home owner may terminate a site agreement (or an assignment agreement) by providing a termination notice to the park owner.</p> <p>6.2 If the park owner has not given the prospective home owner the disclosure documents for the site as required under the Act, the cooling-off period increases to 28 days.</p>
<p>Section 7</p> <p>Termination of the site agreement</p>	<p>This site agreement continues until it is terminated under the provisions of the Act.</p> <p>7.1 Termination by mutual agreement</p> <p>7.1.1 The parties to a site agreement may terminate the site agreement by completing a <i>Termination notice—by mutual agreement (form 4)</i>. A penalty applies if the park owner coerces or attempts to coerce the home owner into terminating the site agreement.</p> <p>7.2 Home owner termination</p> <p>7.2.1 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 must give vacant possession of the site to the park owner. The termination date must not be later than 28 days after the notice is given.</p> <p>7.3 Park owner termination</p> <p>7.3.1 The park owner may make an application to the Queensland Civil Administrative Tribunal (the tribunal) to terminate the site agreement on any of the following grounds:</p> <ul style="list-style-type: none"> a) the home owner contravened a term of the site agreement and failed to remedy the contravention within 28 days of being given a <i>Notice to remedy breach (form 6)</i> b) 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 c) the home owner wilfully destroyed the property of others in the park or site d) the home owner used the site other than as a place of residence e) the home owner, tenant or guest repeatedly interfered with the quiet enjoyment of the park by other home owners and residents and did not comply with a <i>Notice to remedy breach (form 6)</i> issued by the park owner to stop that behaviour f) 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. <p>7.3.2 Where the termination of a site agreement is sought by the park owner because they want to change the use of the park land, the tribunal may make a compensation order under section 40 of the Act.</p>

<p>Section 7 Termination of the site agreement (continued)</p>	<p>7.4 Termination by home owner during the cooling-off period</p> <p>7.4.1 To terminate the site agreement (or an assignment 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 within the cooling-off period. The notice must state the termination date that is within 28 days of the notice being given.</p> <p>7.4.2 For an assignment agreement, the notice must also be given to the seller of the home.</p> <p>7.4.3 Where a site 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 park owner and the park owner must refund any amount received under the agreement within 14 days.</p> <p>7.4.4 If a home owner terminates the site agreement under the cooling-off period, the home owner may, subject to the dispute resolution procedures, make an application to the tribunal within 6 months of termination for a compensation order to cover removal and relocation expenses where they have not been provided with the precontractual disclosure documents and the home owner has removed the manufactured home positioned on the site and relocated it to another position.</p>
<p>Section 8 Selling a manufactured home</p>	<p>8.1 The home owner may sell their manufactured home in a residential park. The sale of a manufactured home positioned on a site is regulated under Part 9 of the Act.</p> <p>8.2 Home owners may sell their manufactured home personally, appoint the park owner to act as their selling agent, or engage an independent real estate agent for this purpose.</p> <p>8.3 The home owner may appoint a park owner to act as their selling agent by signing a <i>Selling authority (form 9)</i>. The park owner must not charge a fee for the agency unless there is a selling authority in place and the park owner is the effective cause of the sale. The fee for the agency must not be more than the amount prescribed by regulation. Home owners may negotiate fees lower than any maximum prescribed by a regulation.</p> <p>8.4 A home owner must not place a ‘for sale’ notice or sign on a site unless it is provided for under the site agreement. Where the site agreement does permit placement of a notice or sign, the home owner must first notify the park owner of their intention to offer the home for sale.</p>
<p>Section 9 Assignment</p>	<p>9.1 Home owners who sell their manufactured home in a residential park may assign their interest in a site agreement to another person buying the home.</p> <p>9.2 The home owner may assign their interest in a manufactured home by a written agreement with the buyer, in the approved forms.</p> <p>9.3 The assignment of the home owner’s interest is not effective unless the park owner has consented to the assignment.</p> <p>9.4 The park owner must not hinder the proposed assignment of the home owner’s interest but may refuse to consent to the assignment where it is reasonable to do so.</p>

<p>Section 9 Assignment (continued)</p>	<p>9.5 Process to assign the site agreement when selling a manufactured home</p> <ul style="list-style-type: none"> a) The current home owner (seller) must give the park owner a <i>Notice of proposed assignment (form 7)</i> to indicate they wish to sell their home and assign (transfer) their site agreement to the prospective home owner (buyer). b) 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 (<i>form 1A and 1B</i>). c) 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 independent legal advice and signs a <i>Precontractual disclosure waiver (form 1C)</i>. d) The seller and buyer must each sign two copies of a completed <i>Form of assignment (form 8)</i>. e) 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 two signed copies of the <i>Form of assignment (form 8)</i>. f) If the park owner consents to the assignment, they must sign both copies of the <i>Form of assignment (form 8)</i>. g) The park owner must return a copy of the <i>Form of assignment (form 8)</i> to the seller and keep the other copy until 1 year after the site agreement is terminated. h) The seller must as soon as possible after receiving a copy of the <i>Form of assignment (form 8)</i> give the copy of the form and their copy of the site agreement to the buyer. <p>Disputes about assignment</p> <p>9.6 A park owner’s refusal to consent to an assignment can be addressed through the dispute resolution procedures in the Act.</p> <p>9.7 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.</p> <p>9.8 When deciding whether to make the order, the tribunal will consider whether the park owner was being unreasonable in refusing to consent.</p>
<p>Section 10 Prohibited agreements</p>	<p>10.1 The park owner must not, before or at the same time as entering into a site agreement with the home owner:</p> <ul style="list-style-type: none"> a) include in the site agreement a term to terminate the site agreement b) enter into another agreement or include a term in another agreement to terminate the site agreement c) include in the site agreement a term that requires the home owner to enter into an agreement with the park owner at some later time to terminate the site agreement. d) include any terms which are prohibited under a regulation. <p>10.2 Any such term or agreement described in section 10.1 above is void.</p> <p>Note: See section 3 of the <i>Manufactured Homes (Residential Parks) Regulation 2017</i> for a list of prohibited special terms.</p>

<p>Section 11 Home owners committee</p>	<p>11.1 The Act states that home owners in a residential park may establish, by election conducted among themselves, a home owners committee. Only one home owners committee may be established for a residential park. Home owners do not have to be involved in the committee if they do not wish to be.</p> <p>11.2 The majority of home owners in the park may adopt a constitution and the committee must comply with that constitution. Members of the committee may hold office for no more than 1 year and may be re-elected. Members of the committee may be removed at any time by a special resolution at a meeting of home owners.</p> <p>11.3 The committee may deal with the park owner on the day-to-day running of the park and on any complaints or proposals about the operation of the park raised by home owners. The park owner must respond in writing to the committee within 21 days of receiving written notice detailing a complaint or proposal from the committee, addressing the complaint or proposal.</p> <p>11.4 The park owner must not restrict home owners from establishing a home owners committee, or the committee and its members from performing their functions.</p>
<p>Section 12 Notice boards</p>	<p>12.1 The park owner for a residential park must maintain a notice board in a prominent position within the common areas of the park.</p> <p>12.2 The park owner must make all reasonable attempts to display a copy of the park rules currently in force on the notice board or information about how and where a home owner may obtain a copy of the park rules.</p> <p>12.3 The park owner must make all reasonable attempts to display the emergency plan for the residential park on the notice board.</p>
<p>Section 13 Abandonment</p>	<p>13.1 If a park owner reasonably believes that a home is abandoned in a residential park, the park owner may apply to the Queensland Civil and Administrative Tribunal (the tribunal) for the following orders: (a) that the home is abandoned (abandonment order) (b) that the park owner may sell the home and any personal effects (sale order) (c) that the home owner pay the park owner an amount outstanding under the site agreement up to the date that the home is found to be abandoned (termination payment). The tribunal may make any other order it considers appropriate.</p> <p>13.2 The Act provides for the distribution of the proceeds of the sale. The distribution of proceeds must be applied in the following order to pay: (a) the park owner’s reasonable costs associated with the sale, removal, or storage of the home and personal effects (b) any amount owing under a registered security interest (c) any termination payment owing to the park owner (d) any balance to the home owner, or if the home owner cannot be located within 10 days, to the public trustee.</p> <p>13.3 By further application to the tribunal, the park owner may claim any other outstanding site rent accruing between the date of the sale order and the actual sale of the manufactured home.</p>
<p>Section 14 Forms and Templates</p>	<p>Approved forms and templates have been developed to assist park owners and home owners in complying with the requirements of the Act. These forms can be obtained by visiting www.chde.qld.gov.au/services/housing/advice/manufactured-homes or by calling the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68).</p>

Part 4 –Acceptance of site agreement

Agreement	By signing this site agreement, the parties agree to be bound by its terms and conditions.
Checklist	<p>I have received and read the <i>Initial disclosure document (form 1A)</i> and park rules at least 21 days before signing this agreement (or have signed a waiver to reduce the default notice period to 7 days).</p> <p>I have received the <i>Supplementary disclosure document (form 1B)</i> and two copies of the proposed site agreement at least 14 days before signing this agreement (or have signed a waiver to reduce the default notice period to 7 days).</p> <p>I have completed part 1 of this site agreement.</p> <p>I have read all the terms and special terms detailed in this site agreement.</p> <p>I have signed two copies of this site agreement.</p>
Legal advice	<p>I have received independent legal advice about entering into this site agreement?</p> <p>Yes No</p>
<p>Home owner signatures</p> <p>Note: The witness cannot be the park owner or the home owner</p> <p>Note: The witness cannot be the park owner or the home owner</p>	<p>Person 1</p> <p>Signatory (print name)</p> <p>Signature Date DD / MM / YYYY</p> <p>Witness</p> <p>Signatory (print name)</p> <p>Signature Date DD / MM / YYYY</p> <p>Person 2 (if applicable)</p> <p>Signatory (print name)</p> <p>Signature Date DD / MM / YYYY</p> <p>Witness</p> <p>Signatory (print name)</p> <p>Signature Date DD / MM / YYYY</p>
<p>Park owner /manager signature</p> <p>Note: The witness cannot be the park owner or the home owner</p>	<p>Signatory (print name)</p> <p>Company position</p> <p>Signature Date DD / MM / YYYY</p> <p>Witness</p> <p>Signatory (print name)</p> <p>Signature Date DD / MM / YYYY</p>

Further information

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

Regulatory Services (Department of Communities, Housing and Digital Economy)

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

Department of Communities, Housing and Digital Economy

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@chde.qld.gov.au

Website: www.chde.qld.gov.au

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for 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 Services Centres

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_slash

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