

Living in a Residential Park: A Guide for Residents

Residential Parks Act 2026

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Welcome

About this guide

Welcome to your guide to living in a residential park.

This guide explains the main rights and responsibilities of people who live in residential parks in Tasmania, as governed by the *Residential Parks Act 2026* (**the Act**).

It has been written in plain English to help you understand:

- your rights as a resident
- your responsibilities
- what a park owner or operator must do
- how agreements, rent, repairs and park rules work
- what to do if a problem arises

You do not need to know all the details of the law. This guide explains the most important information in a simple and practical way.

The Act commences on a day or days to be proclaimed. This means different parts of the legislation may start at different times.

The guide is designed for people who own their home and rent the site it sits on in a residential park. It may also be helpful for family members, carers and others who support residents.

You can read the whole guide or go straight to the section you need.

This guide helps explain how the law applies in everyday situations. It does not replace the law or professional legal advice.

How to use this guide

This guide explains:

- your rights as a resident
- your responsibilities under your residential park agreement
- what a park owner or operator must do
- how residential park agreements work
- how rent, security deposits and park rules apply
- how repairs and maintenance are managed
- what to do if a problem arises
- how disputes can be resolved.

You can read the guide from beginning to end or go directly to the section that is relevant to your situation.

Throughout this guide, references to the law are shown in brackets, for example '(s 30)'. These refer to sections of the Act. You can use these references to look up the exact wording of the law if you wish to do so.

Throughout the guide, look for the following sections:

What You Need to Know

A summary of the key information relating to your rights and responsibilities.

Documents to Keep

Important documents and records you should retain.

Helpful Tip

Simple suggestions to help you understand and manage your agreement.

Things to Be Aware Of

Important information that may help you avoid misunderstandings or disputes.

Who this guide is for

This guide is primarily for people who:

- own their home and rent the site it sits on within a residential park
- have recently entered into a residential park agreement
- want to better understand their rights and responsibilities as a resident.

The guide may also be useful for:

- family members
- carers
- support workers
- advocates assisting residential park residents.

Where to get help

If you have a question or a problem, help is available. Where it is safe and appropriate to do so, try discussing the issue directly with the park owner first. Many issues can be resolved by discussing the problem early and working together to find a solution.

If you need more help, you can contact:

- **Consumer Affairs Tasmania** - Consumer Affairs Tasmania can provide information about your rights and responsibilities under the Act.
- **Tasmanian Civil and Administrative Tribunal (TASCAT)** - TASCAT can hear and decide disputes between residents and park owners.
- **Legal and Community Support Services** - You may wish to seek independent advice if you need help understanding your rights or dealing with a dispute.

Contact details for support services are provided at the end of this guide.

Important words explained

Act

Means the *Residential Parks Act 2026*.

Agreement

A written document that sets out the rights and responsibilities of a resident and a park owner.

Common Areas

Parts of the park that everyone can use, such as roads, gardens, laundries and shared facilities.

Notice

Information that must be given in writing. For example, a notice about a rent increase or ending an agreement.

Park Owner

The person or business that owns or operates the residential park. The definition in the legislation includes a 'park operator'. On an everyday basis you may not be dealing with the owner/operator directly, but rather a manager employed by them, who acts as their agent.

Park Rules

Rules about living in the park. These rules must be reasonable and comply with the law.

Resident

A person who lives in a residential park under a residential park agreement.

Residential Park

A place where people live in relocatable homes, manufactured homes, cabins or similar dwellings on rented sites.

Rent

The amount paid to occupy a site in a residential park.

RDA

Rental Deposit Authority.

Site

The area of land in the park that a resident has the right to occupy under an agreement.

TASCAT

The Tasmanian Civil and Administrative Tribunal. TASCAT can help resolve disputes between residents and park owners.

Utilities

Services such as electricity, water, gas, sewerage and drainage.

Written Notice

Information that must be provided in writing, not just spoken.

Your 10 Most Important Rights

You do not need to know every law in the *Residential Parks Act 2026*.

These are some of your most important rights as a resident.

What You Need to Know

You generally have the right to:

- have a written residential park agreement
- live in your home without being unfairly disturbed
- have your privacy respected
- be told about important changes that affect you
- be given notice before most rent increases
- challenge a rent increase if you think it is too high
- ask for repairs when the park owner is responsible
- challenge a park rule if you think it is unfair
- sell your home while it remains in the park
- apply to TASCAT if you cannot resolve a problem.

Helpful Tip

If something does not seem right, ask questions. It is okay to seek advice or ask for help.

Things to Be Aware Of

You also have responsibilities, such as paying rent and following park rules.

Your Rights

Your main rights as a resident

The Act gives you important rights designed to support fair treatment, housing security and clear processes for both residents and park operators. Understanding these rights can help you make informed decisions and know what to do if a problem arises.

What You Need to Know

As a resident, you have the right to:

- live in your home without unreasonable interference (s 21)
- be treated fairly and respectfully by the park owner or operator

- have a written residential park agreement (s 14)
- receive information about your agreement and park rules (s 16)
- be informed about important decisions or changes that affect you
- have 24-hour access to your home and the park, and access for your guests at any reasonable hour (s 22)
- not have your access to the park or your site restricted without a reasonable excuse (s 57)
- receive notice before a rent increase, where required under the Act (s 50)
- receive notice before an agreement is ended, where required under the Act (Part 6)
- have park rules applied fairly and consistently
- request repairs and maintenance where they are the responsibility of the park owner or operator
- sell your home and, in certain circumstances, transfer your agreement (ss 18–19)
- access dispute resolution processes if disagreements arise
- apply to TASCAT if the park owner has not followed the Act or your agreement, or if a dispute cannot be resolved directly.

Having rights does not mean disagreements will never happen, but it does mean there are clear processes available to help resolve issues fairly.

Documents to Keep

Keep copies of important documents relating to your residency, including:

- your residential park agreement
- park rules
- rent receipts and payment records
- notices you receive from the park owner or operator
- maintenance requests
- complaint or dispute records
- any correspondence relating to your residency.

These documents can be helpful if questions or disputes arise in the future.

Helpful Tip

Create a folder, either electronic or paper-based, and keep all documents relating to your residential park agreement in one place. This will make it easier to locate information when you need it.

Things to Be Aware Of

- rights are usually accompanied by responsibilities
- important notices may contain timeframes that require action
- verbal discussions can sometimes be misunderstood, so it is helpful to keep written records of important communications
- the park owner or operator also has rights and responsibilities under the Act

- if a dispute cannot be resolved directly, TASCAT may be able to assist in resolving the matter.

Feeling safe and secure in your home

Everyone has the right to feel safe, secure and respected in their home. The Act supports this by providing you with legal rights and protections relating to your occupancy, your residential park agreement and the way your park owner manages your residential park.

What You Need to Know

As a resident, you have the right to:

- live in your home without unnecessary or unreasonable interference
- feel secure in your day-to-day living arrangements
- be treated fairly and respectfully by the park owner or operator
- have decisions affecting your residency made in accordance with the law
- receive notice when the law requires notice to be given
- access dispute resolution processes if issues arise
- apply to the TASCAT where permitted under the Act.

The park owner or operator cannot make you leave the park without a lawful reason. If your residential park agreement is ending, the rules in the Act must be followed, including any notice requirements and dispute resolution processes that apply.

Documents to Keep

Keep copies of:

- your residential park agreement
- any notices you receive
- correspondence with the park owner or operator
- records of complaints or concerns raised
- documents relating to any TASCAT application or dispute.

These records may be important if questions or disagreements arise.

Helpful Tip

If you have concerns about a decision made by the park owner or operator, ask for information in writing and keep a copy of any correspondence. Having clear records can help if the matter needs to be discussed or reviewed later.

Things to Be Aware Of

- the park owner or operator also has rights and responsibilities under the Act
- not every disagreement means your rights have been breached
- always try to see both sides of an argument
- important notices may contain dates or timeframes that require action

- if you are concerned that the law has not been followed, it is important to seek advice as early as possible
- delaying action may affect the options available to you.

Privacy and quiet enjoyment

Your home should be a place where you can live comfortably, privately and without unnecessary interference. The Act recognises your right to the quiet enjoyment of your home (s 21) and provides protections relating to privacy and access.

What You Need to Know

You have the right to:

- use your home and site without unnecessary disturbance
- have your privacy respected
- enjoy your home without unreasonable interference from others
- expect the park owner or operator to follow the rules relating to entry to your site or dwelling (s 30)
- be treated respectfully in your dealings with the park owner or operator.

The park owner or operator must act reasonably when dealing with you and must comply with the requirements of the Act when entering a site or dwelling (s 30).

While living in a residential park, other residents also have the right to quiet enjoyment. This means everyone has a responsibility to respect the comfort, privacy and wellbeing of others.

Documents to Keep

Keep copies of:

- your residential park agreement
- park rules
- entry notices
- correspondence relating to privacy, access or disturbances
- records of any complaints you make.

These documents may assist if concerns arise regarding your privacy or quiet enjoyment.

Helpful Tip

If you experience ongoing disturbances or have concerns about privacy, raise the issue with the park owner or operator as soon as possible and keep a written record of any discussions or correspondence.

Things to Be Aware Of

- the park owner or operator may enter your site or dwelling in certain circumstances permitted by the Act (s 30)

- the Act does not require notice before every entry. Entry is permitted only on the grounds set out in section 30 (see 'Entry to Your Home or Site').
- emergency situations may allow entry without prior notice
- other residents also have the right to quiet enjoyment and should be treated with respect
- keeping records of concerns or complaints can be helpful if a dispute arises.

Understanding the difference between a site and a home

The words "site", "home" and "dwelling" are used throughout this guide.

Knowing the difference can help you understand your rights.

What You Need to Know

Site

The piece of land you rent in the park.

Home or Dwelling

The home you live in, such as a caravan and annex, manufactured home, relocatable home or cabin.

Rented Property

The Act sometimes uses the term 'rented property'. In a residential park, this generally refers to the site you rent and any facilities or services you are entitled to use under your Residential Park Agreement. Depending on the context, it may refer to more than just the land itself.

Example

You may own your home. The park owner usually owns the land underneath it. You usually pay rent for the site.

Helpful Tip

When reading your agreement or a notice, check whether it refers to the site, the home, or both.

Entry to your dwelling

The Act sets out when a park owner or operator may enter your dwelling. These requirements help balance your right to privacy and quiet enjoyment with a park owner's need to manage and maintain the park.

What You Need to Know

In most situations:

- the park owner or operator must have a lawful reason for entering (s 30(1))

- any required notice must be given before entry
- entry must occur in accordance with the requirements of the Act
- the park owner or operator should respect your privacy and quiet enjoyment.

Examples of lawful reasons for entry may include:

- carrying out repairs or maintenance
- entering at a time that has been agreed with you
- reading a meter where charges are based on your usage
- inspecting or checking compliance with a legal requirement
- responding to an emergency
- entering where the dwelling appears to have been abandoned
- other circumstances permitted by the Act.

Different rules may apply in emergency situations where immediate access is required to protect people, property or essential services. The park owner or operator must not act in an unreasonably intrusive way and should only remain in the dwelling for as long as reasonably necessary.

Documents to Keep

Keep copies of:

- correspondence relating to entry
- maintenance requests connected to the entry
- any records of concerns about entry
- your residential park agreement.

These records may be useful if questions arise about when or why entry occurred.

Helpful Tip

If you receive a notice of entry, keep a copy with your residential park agreement and other important documents. This will help you maintain a record of any access to your site or dwelling.

Things to Be Aware Of

- a park owner or operator cannot enter simply because they want to
- notice may be required before entry occurs
- emergency situations may allow entry without prior notice
- refusing access when lawful entry is required may create difficulties in resolving maintenance or safety issues
- if you are concerned that entry has occurred improperly, keep records and seek advice as soon as possible
- the park owner must not act in a manner that is unreasonably intrusive when entering a dwelling or remain longer than is reasonably necessary for the purposes of the entry (s 30(3)).

Respecting others

Living in a residential park means being part of a community. Everyone has the right to enjoy their home, feel safe and have their privacy respected. Residents, visitors and park operators all play a role in creating a positive living environment.

What You Need to Know

As a resident, you should:

- respect your neighbours
- follow the park rules
- avoid behaviour that interferes with the peace, comfort or privacy of others (s 29)
- use shared facilities and common areas responsibly
- ensure your visitors behave appropriately while in the park (s 31)
- communicate respectfully with other residents and park staff.

Under the Act, you must not use your site or the common areas for an illegal purpose, or cause or permit a nuisance or an interference with the reasonable peace, comfort or privacy of others (s 29). You are also responsible for the acts of your visitors while they are in the park (s 31).

Most concerns can be avoided through consideration, communication and respect for others living in the park.

Documents to Keep

Keep copies of:

- your residential park agreement
- park rules
- any notices relating to behaviour or conduct
- correspondence regarding complaints or concerns.

These documents can help you understand your responsibilities and resolve issues if they arise.

Helpful Tip

Take time to read the park rules when you move in. Understanding the rules from the beginning can help avoid misunderstandings and disputes with neighbours or the park operator.

Things to Be Aware Of

- other residents have the same rights to peace, comfort and privacy as you do
- visitors are also required to comply with park rules
- repeated behaviour that affects other residents may result in complaints or further action
- small issues are often easier to resolve through respectful discussion before they escalate.

Receiving information from the park owner

You have the right to receive important information about your residency and any matters that affect your residential park agreement. The Act requires park owners and operators to provide certain information to residents (s 16) and to notify residents about particular decisions, changes and actions.

What You Need to Know

You have the right to receive information about:

- your residential park agreement
- rent and rent increases
- park rules and changes to park rules
- fees and charges that apply to your residency
- services and utilities provided within the park
- notices that affect your rights or residency
- change of park owner (s 64)
- other information required under the Act.

In many situations, important information must be provided in writing and within specific timeframes. This helps ensure residents have an opportunity to understand the information and respond where necessary.

The information you receive should be:

- clear and easy to understand
- accurate and complete
- provided within any required timeframes
- relevant to your agreement or residency.

Documents to Keep

Keep copies of:

- your residential park agreement
- park rules
- rent increase notices
- notices from the park owner or operator
- letters, emails and other correspondence
- information relating to services, fees or charges.

These documents can help you understand your rights and responsibilities and may be important if a disagreement or dispute arises.

Helpful Tip

Create a folder for documents relating to your residency and keep all notices, letters and emails from the park owner or operator together. This makes it easier to find information when you need it.

Things to Be Aware Of

- some notices may contain important dates or deadlines
- changes to rent, park rules or other matters may require written notice
- not all information will be provided verbally
- if you do not understand information you receive, ask questions as soon as possible
- keep copies of important documents even after they have been discussed with the park owner or operator.

Your right to ask questions

You should not be afraid to ask questions or use your rights.

What You Need to Know

You have the right to:

- ask questions about charges
- report maintenance problems and ask for repairs
- seek advice
- contact Consumer Affairs Tasmania
- apply to TASCAT for assistance with disputes

Helpful Tip

If you think you are being treated unfairly because you raised a concern, keep records of what happened.

Documents to Keep

Keep copies of:

- notices
- emails
- letters
- complaint records
- responses you receive.

Things to Be Aware Of

Clear records can help if a dispute arises later.

Living in a Residential Park

What living in a residential park means

A residential park is a place where people live in homes such as relocatable homes, manufactured homes or similar dwellings that are located on individual sites within a park. The Act establishes a legal framework for these living arrangements and sets out the rights and responsibilities of both residents and park owners.

The legislation applies to residents who own their home and rent the site on which the home is located. This means that while you may own your home, you have an agreement with the park owner that allows you to occupy the site.

Living in a residential park is different from renting a house, unit or apartment. The Act contains specific rules that apply to residential parks and provides rights and responsibilities that are tailored to this type of living arrangement.

If you do not have one already, in due course your park owner will have to make sure they sign a written residential park agreement with you, which reflects what is contained in the Act. The agreement is an important document because it sets out the terms of your residency and explains the rights and responsibilities of both parties.

What You Need to Know

Your residential park agreement will usually include information about:

- the site you occupy
- the rent you pay
- any fees or charges that apply
- the park rules
- the rights and responsibilities of you and the park owner
- other matters relating to your residency.

Understanding your agreement is one of the best ways to understand your rights and responsibilities as a resident.

Documents to Keep

Keep copies of:

- your residential park agreement
- park rules
- rent receipts and payment record.
- notices from the park owner or operator
- correspondence relating to your residency.

These documents can help if questions or disputes arise in the future.

Helpful Tip

Take time to read your residential park agreement before signing it and keep a copy in a safe place. If there is anything you do not understand, ask questions before agreeing to the terms.

Things to Be Aware Of

- living in a residential park is different from other rental arrangements
- your rights and responsibilities are set out in both your agreement and the Act
- park rules form an important part of living in the park community

- changes affecting your residency may need to be communicated in writing
- keeping copies of important documents can make it easier to resolve issues if they arise.

Different living arrangements

People live in residential parks under a range of arrangements. The rights and responsibilities that apply to you may depend on whether you own your home, rent your home, or rent both your home and the site.

Understanding your living arrangement is important because different laws may apply in different circumstances.

Renting a Home in a Residential Park

This guide is primarily intended for residents who own their home and rent the site it sits on. If you rent both the home and the site from the park owner, different laws may apply to your living arrangement. The type of agreement you have will determine which rights and responsibilities apply. If you are unsure which laws apply to you, check your agreement or contact Consumer Affairs Tasmania for further information.

What You Need to Know

In this arrangement:

- you own the home
- the park owner owns the land
- you pay rent for the site
- you have a residential park agreement with the park owner
- the Act applies to the relationship between you and the park owner.

This guide is for residents who own their home and rent the site on which it sits.

Documents to Keep

Keep copies of:

- your residential park agreement and park rules
- rent receipts and records
- notices from the park owner or operator
- documents relating to the ownership of your home.

Helpful Tip

Keep documents relating to your home ownership separate from documents relating to your site agreement. This can make it easier to identify which rights and responsibilities apply.

Things to Be Aware Of

- owning your home does not mean you own the site
- you must continue to comply with your residential park agreement

- park rules and site rental obligations still apply
- selling your home will likely involve requirements under the Act.

Who is responsible for what

Living in a residential park involves shared responsibilities.

Residents Are Responsible For:

- paying rent on time
- following park rules
- keeping their site reasonably clean
- respecting neighbours
- looking after any home or structure they own
- telling the park owner about damage or maintenance issues

Park Owners Are Responsible For:

- managing the park
- maintaining common areas and shared facilities
- providing information required by law
- giving the correct notices when required
- following the rules about rent increases and ending agreements
- responding to maintenance issues they are responsible for

Shared Responsibilities

Both residents and park owners should:

- communicate respectfully
- act honestly and reasonably
- follow the agreement
- comply with the law
- work together to resolve problems where possible

Understanding who is responsible for what can help avoid misunderstandings and disputes.

Working together respectfully

Residential parks are communities where people live close to one another.

Respectful behaviour helps create a safe and pleasant place for everyone to live.

Residents should:

- be considerate of neighbours
- keep noise at a reasonable level
- respect common areas and shared facilities
- follow park rules

- raise concerns respectfully

Park owners should:

- communicate clearly with residents
- treat residents fairly and respectfully
- listen to concerns
- apply park rules consistently
- provide information when required

Most issues can be resolved by talking about them early.

If a problem cannot be resolved, there are services that can provide information, support and dispute resolution assistance.

Residential Park Agreements

What is a residential park agreement?

A residential park agreement is a written agreement between you and the park owner. It is an important document because it sets out the rights and responsibilities of both parties and explains the terms that apply while you live in the park. The Act requires residential park agreements to be in writing (s 14) and sets out certain terms that apply to these agreements.

What You Need to Know

Your residential park agreement may include information about:

- the site you occupy
- the rent you are required to pay
- park rules that apply within the park
- any fees or charges that may apply
- repair and maintenance responsibilities
- notice requirements
- how the agreement may end
- other rights and responsibilities of you and the park owner.

Your agreement is one of the most important documents relating to your residency. It helps both you and the park owner understand what is expected and can assist in resolving issues if they arise.

After the agreement has been signed, the park owner must provide you with a copy of the signed residential park agreement within 14 days.

Documents to Keep

Keep copies of:

- your residential park agreement

- park rules
- any documents provided with the agreement
- notices relating to changes to the agreement
- correspondence about your agreement.

Store these documents in a safe place where they can be easily accessed when needed.

Helpful Tip

Read your agreement carefully before signing it and ask questions if there is anything you do not understand. Understanding your agreement from the beginning can help avoid misunderstandings later.

Things to Be Aware Of

- your agreement is a legal document
- park rules may form part of your agreement
- changes to your agreement should be documented
- verbal promises may be difficult to prove if they are not recorded in writing
- you should keep a copy of your agreement throughout your residency.

Why your residential park agreement is important

Your residential park agreement is one of the most important documents relating to your home.

It helps you understand:

- what you are entitled to
- what you are responsible for
- what the park owner must do
- how issues such as rent, repairs and park rules are managed

Your agreement can also help if there is a disagreement or dispute.

It is a good idea to:

- read your agreement carefully
- ask questions if something is unclear
- keep a copy in a safe place
- keep any notices or documents you receive about your agreement

If a term in an agreement is inconsistent with the law, the law applies (s 112).

What must be included in your agreement

Your residential park agreement must be in writing (s 14).

The agreement should clearly explain:

- the names of the resident and park owner
- the address of the residential park and your site
- whether the agreement is fixed-term or ongoing
- the amount of rent payable
- how and when rent must be paid
- when and how rent may be increased
- any other fees or charges that may apply
- the park rules
- the rights and responsibilities of residents and park owners
- notice requirements for ending an agreement.

The agreement should be written in clear language so you can understand your rights and responsibilities.

The Act says certain terms automatically apply to every residential park agreement. These terms, found in sections 17 to 32, must be included in your agreement.

Before you sign

Before entering into a Residential Park Agreement, you should be given a Disclosure Pack. The Disclosure Pack contains important information about costs, services, fees, charges, park rules and other matters relating to living in the park. Read it carefully and keep a copy for your records.

Before signing an agreement, make sure you:

- read the agreement carefully
- understand the rent and any other charges
- you should carefully review the condition report before entering into the agreement and keep a copy.
- receive a copy of the park rules
- ask questions about anything you do not understand
- keep a copy of the signed agreement.

Checklist before moving into a residential park

Before You Move In

- ☐ Read the agreement.
- ☐ Read the park rules.
- ☐ Understand the rent amount.
- ☐ Read the Disclosure Pack and understand any utility charges.
- ☐ Ask questions about anything you do not understand.
- ☐ Check whether a security deposit is required.
- ☐ Keep copies of all documents.
- ☐ Save important phone numbers.
- ☐ Know where to get help if you need it.

Helpful Tip

Starting with organised records can save you a lot of stress later.

Remember

There is no such thing as a silly question.

If you do not understand something, ask before you sign.

Changes to your agreement

A residential park agreement can only be varied in the circumstances permitted by the Act. Neither a resident nor a park owner can simply change the terms of an agreement whenever they choose.

Changes to important matters such as rent, fees, park rules or other agreement terms must be made in accordance with the requirements of the Act.

What You Need to Know

Your residential park agreement remains in effect unless it is varied in a way permitted by the Act.

A variation may occur:

- by agreement between you and the park owner
- where the Act specifically allows a change to be made
- where a change results from a lawful amendment to park rules

- in other circumstances provided for under the Act.

Any proposed change should be clearly explained and properly documented.

If you are asked to agree to a change, you should understand how the change will affect your rights and responsibilities before agreeing.

Documents to Keep

Keep copies of:

- your original residential park agreement
- any variation or amendment document
- correspondence relating to the proposed change
- notices relating to the variation
- updated park rules, where relevant
- keep copies of any changes to your agreement and any notices affecting your rights.

These documents can help if there is a disagreement about the terms that apply.

Helpful Tip

If you agree to a change, obtain a written record of the variation and keep it with your residential park agreement. This will help avoid confusion later about what has been agreed.

Things to Be Aware Of

- not all agreement terms can be changed simply because one party wants them changed
- verbal agreements can be difficult to prove later
- changes should be recorded in writing
- park rule changes may affect your agreement because park rules form part of the agreement
- if you disagree with a proposed change, you do not have to assume it automatically applies.

Scenario

Jenny's residential park agreement allows one pet with the park owner's approval. The park owner later proposes a change that would prohibit all pets.

If Jenny believes the proposed change is unreasonable, she can discuss it with the park owner and, if the issue cannot be resolved, apply to TASCAT to review the change.

If you are unsure about a change

If you do not understand a proposed change:

- read your agreement
- ask the park owner to explain the change
- keep a copy of any notices or correspondence
- seek advice if you believe the change is not allowed.

Understanding your agreement and keeping records of any changes can help prevent misunderstandings and resolve disputes if they arise.

Rent and Other Costs

Paying rent

Rent is the amount you pay to occupy your site in the residential park. The amount of rent you pay, when it is due and how it is to be paid should be clearly set out in your residential park agreement. The Act contains requirements relating to rent payments and rent records.

What You Need to Know

Your residential park agreement should clearly state:

- how much rent you must pay
- when rent is due
- how rent can be paid
- any other payment arrangements that apply.

The park owner must provide at least one reasonable method for you to pay your rent (s 48).

Rent cannot be required to be paid in advance for a period of more than 4 weeks, unless you and the park owner agree in writing (s 49).

The park owner must keep a proper record of all rent received (s 53). The park owner must give you a receipt within 48 hours of receiving a rent payment, unless the rent is paid into the park owner's account at an authorised deposit-taking institution (for example, by electronic transfer) and the park owner keeps a written record of the payment (s 54).

A park owner cannot take or keep your property because of unpaid rent unless TASCAT has made an order allowing them to do so (s 55).

Paying your rent on time can help avoid misunderstandings and ensure your agreement remains in good standing.

Documents to Keep

Keep copies of:

- rent receipts
- bank records showing rent payments
- rent ledgers or account statements provided by the park owner
- rent increase notices
- correspondence relating to rent payments.

These records can be helpful if there is a question about a payment or a dispute about rent.

Helpful Tip

If you pay rent electronically, keep your bank transaction records. If you pay rent in cash, ask for a receipt and keep it in a safe place.

Things to Be Aware Of

- rent should be paid in accordance with your agreement
- late payments may lead to issues under your agreement
- verbal agreements about rent can be difficult to prove later
- it is important to keep your own records of payments, even if the park owner also keeps records
- if you believe there is an error in your rent records, raise it as soon as possible.

If you are having problems paying your rent

Sometimes people experience money problems because of illness, job loss or rising living costs.

Getting help early may give you more options.

What You Need to Know

If you are struggling to pay rent:

- tell the park owner as soon as possible
- explain your situation
- ask whether a payment arrangement can be made
- ask whether a temporary rent reduction may be available under the Act (s 51)
- keep records of your discussions.

Documents to Keep

Keep copies of:

- payment arrangements
- emails and letters
- rent receipts
- notes of conversations.

Helpful Tip

It is usually better to ask for help early than wait until the debt becomes larger.

Things to Be Aware Of

Ignoring rent problems can make them harder to fix.

When rent can increase

The Act limits when and how rent can be increased. A park owner cannot increase rent whenever they choose. Rent increases must comply with the requirements of the Act and residents must be given advance notice of any increase.

What You Need to Know

Generally, rent can only be increased if:

- the increase is permitted under your residential park agreement
- at least 12 months have passed since your agreement started or since the last rent increase (s 50(1)(b))
- you are given at least 60 days written notice of the increase (s 50(1)(c)).

The written notice must include:

- the new rent amount
- the date the increase will take effect.

The Act provides a process for challenging a rent increase if you think it is excessive. You can apply to TASCAT to review the increase, but you must do so within 60 days after receiving the notice of rent increase (s 52).

Documents to Keep

Keep copies of:

- rent increase notices
- your residential park agreement
- rent payment records
- any correspondence relating to the increase
- documents relating to any TASCAT application.

Helpful Tip

When you receive a rent increase notice, check that it includes the new rent amount and the date the increase will begin. Keep the notice with your agreement and rent records.

Things to Be Aware Of

- a rent increase cannot take effect immediately
- rent increases must be notified in writing

- important timeframes apply if you wish to take further action regarding a rent increase
- do not discard rent increase notices, as they may be important later
- if you are unsure whether a rent increase complies with the Act, seek advice as early as possible.

Fixed-term agreements

A fixed-term agreement is an agreement that operates for a specified period of time. If you have a fixed-term agreement, rent cannot usually be increased during the fixed term unless the agreement specifically allows for a rent increase and sets out how that increase will occur.

What You Need to Know

If you have a fixed-term agreement:

- the rent amount is generally fixed for the term of the agreement
- rent cannot usually be increased during the fixed term unless your agreement allows for it
- any rent increase must still comply with the requirements of the Act
- you must be given any notice required under the Act before a rent increase takes effect.

If you are unsure whether a rent increase is permitted during your fixed-term agreement, check your agreement carefully.

Documents to Keep

Keep copies of:

- your residential park agreement
- rent increase notices
- rent payment records
- any correspondence regarding the rent increase.

Helpful Tip

If you receive a rent increase notice during a fixed-term agreement, check your agreement to see whether it contains a clause allowing rent to increase during the fixed term.

Things to Be Aware Of

- not all fixed-term agreements allow rent increases during the fixed term.
- important notice periods still apply.
- if you believe a rent increase does not comply with the Act, seek advice as soon as possible.
- keep all notices and correspondence relating to rent increases.

Scenario

Matthew receives a written notice on 1 March advising that his rent will increase on 15 April. The period between 1 March and 15 April is less than 60 days.

Residents must generally be given at least 60 days' written notice of a rent increase. In this situation, the notice period may not comply with the requirements of the Act. Matthew can discuss the notice with the park owner and seek further information or advice about his rights and options.

Other fees and charges

You can only be charged fees and charges that are permitted under the Act and your residential park agreement. The Act limits the types of payments that park owners can require residents to make (s 42).

What You Need to Know

You may be required to pay:

- rent for your site
- certain utility charges, such as water or gas charges, where permitted by law and your agreement
- other fees or charges specifically allowed under the Act.

You should be given information about any fees or charges that apply before entering into a residential park agreement. This allows you to understand the costs associated with living in the park before you agree to the arrangement.

Documents to Keep

Keep copies of:

- your residential park agreement
- information provided before signing the agreement
- utility invoices or statements
- receipts and payment records
- correspondence relating to fees or charges.

These documents can help you understand what charges apply and resolve any questions or disputes.

Helpful Tip

Before signing an agreement, ask the park owner or operator to explain any fees or charges you do not understand. It is easier to clarify costs before entering an agreement than after it has commenced.

Things to Be Aware Of

The Act prohibits certain types of fees and charges. Residents cannot be required to pay fees that are not permitted by law.

For example, a park owner cannot require you to pay:

- entry fees
- exit fees
- management fees
- holding fees
- communal contribution fees
- other charges that are not permitted by the Act.

If you receive a charge that you do not understand, ask the park owner or operator to explain it and keep a record of the explanation provided.

Scenario

David receives an invoice for an 'administration fee' that is not mentioned in his agreement and has never previously been charged.

David asks the park owner to explain the fee and to identify the provision in the agreement or the Act that allows it to be charged. If the fee is not permitted under the Act or the agreement, David may wish to seek further information about his rights.

Security deposits

A park owner may require a security deposit (sometimes called a bond) when entering into a residential park agreement. The Act places limits on when a security deposit can be required, how much can be charged and the circumstances in which it may be claimed (ss 43–47).

If a security deposit is required, it is paid by the resident (or another person on the resident's behalf) directly to the Rental Deposit Authority (RDA). The security deposit is not paid to the park owner and cannot be held in the park owner's bank account (s 43(2)).

What You Need to Know

A security deposit:

- helps cover certain costs if money is owed at the end of a residential park agreement
- cannot be more than the maximum amount allowed under the Act (one deposit, up to 4 weeks' rent – s 43(4))
- can only be claimed by the park owner in circumstances permitted by the Act (s 44).
- must be paid into the RDA (s 43(2))
- cannot be held by the park owner in their own account
- must be managed in accordance with the requirements of the Act.

A park owner cannot require a security deposit if you have lived continuously in the same residential park for 5 years or more when the Act commences. This protection

no longer applies if you voluntarily move to another site within the park or if your Residential Park Agreement is transferred to another person.

If a park owner is holding a security deposit that is more than the maximum amount permitted under the Act when the Act commences, the excess amount must be refunded to you. Alternatively, with your agreement, the excess amount may be:

- applied to any rent arrears you owe; or
- treated as rent paid in advance.

Before you enter into a Residential Park Agreement, the park owner should provide information about any security deposit that will be required.

Documents to Keep

Keep copies of:

- any Security Deposit Lodgement Form
- receipts or confirmation that the security deposit was paid to the RDA
- records showing the amount paid
- RDA emails, statements or other documentation
- correspondence relating to the security deposit
- any documents relating to a claim against the security deposit
- security deposit release or disbursement documents.

These records may be important if there is a disagreement about the security deposit or if questions arise when your agreement ends.

Helpful Tip

Keep all security deposit documents together with your residential park agreement. This will make it easier to check the amount paid, find your RDA records and deal with any issues when your agreement ends.

Things to Be Aware Of

- a security deposit cannot exceed the maximum amount allowed under the Act
- a park owner can only claim against a security deposit in circumstances permitted by the Act.
- if you have lived continuously in the same park for 5 years or more when the Act commences, a security deposit cannot be required
- do not discard security deposit records, even after you move out
- if a park owner seeks to claim part of your security deposit, make sure you understand the reason for the claim and keep records of any correspondence
- if you are unsure why a security deposit has been claimed or withheld, ask for an explanation and keep a record of the response.

Scenario

Helen has lived continuously in the same residential park for 6 years when the Act commences. When her residential park agreement is renewed, the park owner asks her to pay a new security deposit.

Because Helen has lived continuously in the same residential park for more than 5 years when the Act commences, the park owner generally cannot require her to pay a security deposit. This protection would no longer apply if Helen voluntarily moved to another site in the park or if her residential park agreement was transferred to another person.

How do I get my security deposit back

When your residential park agreement ends, you can apply to have your security deposit returned from the RDA.

What You Need to Know

- your security deposit is held by the RDA, not by the park owner
- when your agreement ends, an application must be made to release the security deposit
- if you and the park owner agree on how the security deposit should be distributed, the process is generally straightforward
- if the park owner wants to claim part of the security deposit, they must follow the requirements of the Act
- if there is a disagreement about the security deposit, the dispute can be resolved through the process provided under the Act.

Documents to Keep

Keep copies of:

- RDA records and correspondence
- any application for release of the security deposit
- inspection reports
- correspondence with the park owner
- documents relating to any claim against the security deposit.

Helpful Tip

Before leaving the park, make sure you keep copies of all documents relating to your security deposit. This can help if there is a disagreement about how the security deposit should be returned.

Scenario

Sarah's residential park agreement ends and she vacates her site. After completing the required paperwork, she applies to have her security deposit released from the RDA. The park owner does not make a claim against the deposit, and the security deposit is returned to Sarah.

If you think a charge is wrong

If you do not understand a charge, or believe it is not allowed:

Step 1: Check Your Agreement

Read your agreement to see whether the charge is explained.

Step 2: Ask Questions

Contact the park owner and ask:

- what the charge is for
- how it was calculated
- why you are required to pay it?

Step 3: Keep Records

Keep copies of:

- invoices
- receipts
- notices
- emails and letters.

Step 4: Get Help

If you still believe the charge is incorrect or unfair, you can seek information or assistance from Consumer Affairs Tasmania.

If a dispute cannot be resolved, you can apply to TASCAT.

Remember

You should never ignore a charge because you think it is wrong. It is usually best to ask questions and seek advice as early as possible.

Scenario

Maria receives her monthly electricity account from the park owner and notices the amount is much higher than her previous accounts. She cannot identify any change in her electricity usage that would explain the increase.

Maria checks her residential park agreement and reviews the account to understand how the charge was calculated. She then contacts the park owner and asks for further information about the charge.

After receiving an explanation, Maria still believes the charge is incorrect or unfair. She contacts Consumer Affairs Tasmania for information and assistance. When the issue remains unresolved, Maria applies to TASCAT to have the dispute determined.

Park Rules

What park rules can cover

Park rules help support the safe, orderly and enjoyable operation of a residential park. Under the Act, a park owner may make rules about the use, enjoyment, control and management of the residential park (s 91). If a park has park rules, those rules form part of your residential park agreement (s 15).

What You Need to Know

Park rules may cover matters including:

- the use of common areas and facilities
- noise
- sporting and recreational activities
- vehicle speed limits
- parking
- rubbish disposal
- pet
- maintenance standards for resident-owned dwellings where those standards relate to the amenity of the park
- landscaping and maintenance of sites
- visitors and guests
- any other matter prescribed by the regulations.

The Act also allows park owners to make rules limiting residency to people aged 50 years or older (s 91(3)).

Park owners may adopt model park rules prescribed by regulations, with or without modification, provided the rules comply with the Act.

Importantly, park rules must be reasonable and must not be inconsistent with the Act or any other law (s 91(4)).

Documents to Keep

Keep copies of:

- the current park rules
- any updates or changes to park rules
- notices relating to changes to park rules
- your residential park agreement.

These documents will help you understand the rules that apply to your residency.

Helpful Tip

Read the park rules when you move into the park and keep a copy with your residential park agreement. If you are unsure what a rule means, ask the park owner or operator to explain it.

Things to Be Aware Of

- park rules form part of your residential park agreement
- you are expected to comply with the park rules
- rules must be reasonable and lawful
- rules cannot override rights provided under the Act
- changes to park rules should be communicated to residents
- breaches of park rules may lead to complaints or other action under the Act.

Following park rules

If park rules apply in your residential park, you must comply with them. Park rules form part of your residential park agreement and help support the safe, orderly and enjoyable operation of the park for all residents.

What You Need to Know

If your park has park rules:

- you must comply with those rules
- they form part of your residential park agreement
- they apply to all residents
- you are responsible for ensuring your visitors and guests comply with any park rules that apply to them while they are in the park
- complying with them helps maintain a safe and respectful community environment.

If you are unsure about a rule or how it applies to you, ask the park owner or operator for clarification.

Documents to Keep

Keep copies of:

- the current park rules
- any notices relating to changes to the rules
- your residential park agreement
- any correspondence regarding park rules.

These documents can help you understand your responsibilities and resolve any questions that may arise.

Helpful Tip

Take time to read any updated park rules when they are provided. Keeping up to date with changes can help avoid misunderstandings and ensure you know what is expected.

Things to Be Aware Of

- not knowing the details of a park rule does not mean it does not apply to you
- visitors and guests may also be required to follow park rules while they are in the park
- repeated breaches of park rules may result in complaints or further action under the Act
- if you believe a rule is unclear, ask for clarification as soon as possible
- keep a copy of the most recent version of the park rules for future reference.

Changes to park rules

A park owner may change existing park rules or introduce new park rules from time to time. The Act sets out a process that must be followed before new or amended park rules can take effect (s 92). This helps ensure residents are informed about proposed changes and have time to understand how the changes may affect them.

What You Need to Know

Before a change to park rules takes effect, the park owner must:

- make the change in writing
- give written notice of the change to each resident at least 14 days before the change takes effect (s 92(4)).

If a residents' committee has been established, the park owner must:

- consult with the committee before making the change
- consider the committee's views before deciding whether to proceed with the change (s 92(3)).

Any new or amended park rule must be reasonable and must comply with the Act. Park rules cannot take away rights provided under the Act or be inconsistent with other laws.

Documents to Keep

Keep copies of:

- notices about changes to park rules
- updated park rules
- previous versions of park rules
- correspondence relating to proposed changes.

These documents can help you understand when changes were made and what rules apply to your residency.

Helpful Tip

When you receive notice of a change to park rules, read the updated rules carefully and keep a copy with your residential park agreement for future reference.

Things to Be Aware Of

- new park rules do not take effect immediately
- residents must be given written notice of changes
- a residents' committee must be consulted before changes are made if one has been established
- park rules must be reasonable and lawful
- if you are unsure how a new rule applies to you, ask the park owner or operator for clarification
- keep copies of any notices regarding rule changes.

If you think a rule is unfair

Park rules must be reasonable. If you believe a park rule is unreasonable, the Act provides a way for you to have the rule reviewed by the TASCAT (s 93).

What You Need to Know

If you believe a park rule is unreasonable, you may apply to TASCAT for a review of the rule.

After considering the circumstances, TASCAT may:

- decide that the rule is reasonable
- declare the rule is unreasonable
- change the rule so that it is reasonable.

Not every rule that a resident dislikes will be unreasonable. TASCAT will consider factors such as whether the rule is fair, whether it helps manage the park appropriately and whether it complies with the requirements of the Act.

Before applying to TASCAT, it is often helpful to discuss your concerns with the park owner or operator. In some cases, concerns can be resolved without the need for formal proceedings.

Documents to Keep

Keep copies of:

- the current park rules
- any notice of the rule change
- correspondence with the park owner or operator
- notes of discussions about the rule
- documents lodged with TASCAT
- any TASCAT decisions or orders.

These documents may assist if the matter proceeds to TASCAT.

Helpful Tip

If you think a rule is unreasonable, write down why you believe it is unfair and how it affects you. Having clear examples can help when discussing the issue with the park owner or, if necessary, with TASCAT.

Things to Be Aware Of

- park rules remain in effect unless changed or set aside
- TASCAT will consider the circumstances of each case individually
- it is usually helpful to try to resolve concerns directly with the park owner first
- keep copies of all communications relating to the issue
- time, cost and stress can often be reduced if issues are discussed early and constructively.

Scenario

Peter lives in a residential park and enjoys growing vegetables in a small garden beside his home.

The park owner introduces a new rule stating:

‘Residents are not allowed to have any plants, flowers or gardens on their sites.’

Peter is concerned because many residents have small gardens that are neat and well maintained. The rule would require residents to remove all plants, regardless of whether they create a problem for anyone.

Peter discusses the issue with the park owner, but the rule remains unchanged.

Peter believes the rule is unreasonable because it unnecessarily restricts residents from enjoying and maintaining their sites. He applies to TASCAT to have the rule reviewed.

After considering the matter, TASCAT may determine that the rule is unreasonable and order that it be amended or removed.

Repairs and Maintenance

What the park owner must maintain

The park owner is responsible for keeping the residential park and the facilities they provide in a reasonable state of cleanliness and repair (s 23).

The park owner must:

- maintain common areas such as roads, gardens, laundries, bathrooms and shared facilities
- keep shared facilities in a reasonable state of cleanliness and repair

- maintain services provided under the agreement, such as water, electricity, drainage and sewerage
- arrange regular garbage collection
- comply with legal requirements that apply to the park
- ensure common areas are safe for residents and visitors to use.

If something in a common area becomes damaged or unsafe, the park owner is generally responsible for arranging repairs once they become aware of the problem.

What residents must maintain

Residents also have responsibilities for maintaining their site and any property they own.

As a resident, you must:

- keep your site reasonably clean
- take reasonable care of your site
- not intentionally or negligently damage park property
- notify the park owner if damage occurs
- maintain any home, caravan, relocatable home or structure that you own
- obtain the park owner's written consent before making alterations where required by the act.

You may be responsible for paying for repairs if damage is caused by:

- you
- your visitor
- negligence or misuse.

Reporting repairs

If something needs repairing, you should tell the park owner as soon as possible.

The park owner may not know there is a problem until it is reported.

How to Report a Repair

1. Contact the park owner or manager as soon as possible.
2. Clearly explain the problem.
3. Put your request in writing if you can (e.g. email).
4. Keep a copy of any emails, letters or messages.
5. Take photographs if they may help explain the problem.

After You Report the Problem

Once the park owner becomes aware of a repair issue they are responsible for arranging repairs within a reasonable time.

The time required may depend on:

- how serious the problem is
- whether it affects safety
- if it affects an essential service such as water or electricity.

Keeping records of repair requests can be helpful if a dispute arises later.

Urgent repairs

Some repairs need immediate attention because they may affect health, safety or essential services.

Examples of urgent repairs may include:

- a serious water leak
- a dangerous electrical fault
- a blocked or broken sewerage service
- the loss of an essential service such as water or electricity
- damage that makes a site unsafe.

If an urgent repair is needed:

- contact the park owner immediately.
- explain why the repair is urgent.
- keep a record of your request.

If the park owner fails to carry out urgent repairs after being notified, the Act allows residents, in certain circumstances, to arrange urgent repairs and seek reimbursement of reasonable costs (s 58).

Urgent repairs must be carried out by a licensed professional, and they must provide the park owner with a report on the work done and apparent cause of the issue (s 58 (d)). Check a tradesperson is licensed at [Consumer Affairs Tasmania](https://www.consumeraffairs.tas.gov.au/) website.

You should seek advice before arranging repairs yourself if you are unsure of the process.

Scenario

Helen notices that a water pipe in a shared laundry has burst. Water is covering the floor and residents can no longer use the facility safely.

Helen reports the problem to the park manager straight away and follows up with an email describing the issue.

Because the problem involves a shared facility and could create a safety risk, the park owner should arrange repairs as soon as possible.

Helen keeps a copy of her email and photographs of the damage in case there is any dispute about when the problem was reported.

Altering your home or site

You may wish to make changes to your home while living in a residential park. This might include building a deck, installing a shed, erecting fencing, landscaping your site or making other improvements. The Act deals with alterations or additions to the exterior of your dwelling or adding a structure to the site.

The legislation sets out a process for residents who wish to carry out alterations, additions or improvements (s 27). Before starting any work, it is important to understand whether approval is required.

What You Need to Know

Before making alterations, you should:

- check your residential park agreement
- check any relevant park rules
- obtain any approvals required under the Act (e.g. written consent of the park owner – s 27(1)(a))
- obtain any council or other approvals that may be required
- ensure any work complies with applicable laws and safety requirements.

Depending on the type of work proposed, the park owner may need to consider and respond to your request, if the change is an alteration or addition to the exterior of your dwelling (or an addition of a structure to the site).

The park owner is obligated not to unreasonably refuse a request where the Act requires the request to be considered (s 27(1)(b)).

The park owner must respond to your request for consent within 14 days, must not unreasonably withhold consent, and must not charge more than their reasonable expenses for considering the request (s 27(1)(b)). If consent is refused, the park owner must give written notice of the refusal and the grounds (s 27(1)(c)).

If you disagree with the park owner's decision and you think it is unreasonable, you can ask TASCAT to review it and consider whether to make an order to allow you to make the alteration (ss 95, 98), but of course the Tribunal may agree with the park owner's decision.

Documents to Keep

Keep copies of:

- your written request
- plans, drawings or specifications
- quotations and contractor information
- any approval received from the park owner
- council approvals, if applicable
- correspondence relating to the request
- photographs of the completed work.

These records may be helpful if questions arise later about the approval or the work undertaken.

Helpful Tip

Submit requests in writing and clearly explain:

- what work you want to carry out
- where the work will be located
- who will carry out the work
- when the work is proposed to occur.

Providing complete information at the start may help avoid delays.

Things to Be Aware Of

- do not assume you can undertake alterations without approval
- approval from the park owner does not remove the need for any required council approvals
- keep written evidence of any approval received
- starting work before obtaining required approvals may create problems later
- different requirements may apply depending on the nature of the alteration
- Some work must be carried out by a licensed tradesperson. You can seek further information from [Consumer Affairs Tasmania](#) website.

Scenario

Sandra would like to install a small garden shed on her site.

Before purchasing the shed, she checks her residential park agreement and park rules. She then submits a written request to the park owner describing the proposed shed and where it will be located.

The park owner reviews the request and provides a written response. Sandra keeps copies of the request and approval with her residential park documents.

Utilities and Services

Water, electricity and gas

Residential parks often provide essential services such as water, electricity, gas, sewerage and drainage. The Act requires park owners to maintain the services and infrastructure they provide to residents under a residential park agreement.

Reliable utilities are important for the comfort, health and safety of residents. Park owners are responsible for taking reasonable steps to ensure these services are properly maintained and restored as soon as practicable when problems occur.

What You Need to Know

The park owner may be responsible for maintaining:

- water supply systems
- electricity supply systems
- gas supply systems
- sewerage and drainage systems
- shared utility infrastructure within the residential park.

If a fault, outage or service interruption occurs, the park owner should take reasonable steps to address the issue and restore the service as soon as practicable.

As a resident, you should:

- use utilities responsibly
- report faults, outages or safety concerns as soon as possible
- follow any safety instructions relating to utilities
- pay utility charges that are payable under your agreement and the Act.

Documents to Keep

Keep copies of:

- your residential park agreement
- utility invoices or statements
- receipts for utility payments
- maintenance requests relating to utility services
- correspondence regarding faults, outages or repairs.

These records may be useful if there is a disagreement about charges, maintenance responsibilities or service interruptions.

Helpful Tip

If you notice a fault with a utility service, report it as soon as possible and keep a record of when you reported it. This can be helpful if the issue is ongoing or requires follow-up.

Things to Be Aware Of

- utility charges can only be charged where permitted by your agreement and the Act
- not all utility infrastructure may be your responsibility
- the park owner is responsible for maintaining the services and infrastructure they provide under the agreement
- service interruptions can occur for reasons outside the park owner's control, such as network outages or emergencies
- keep records of any reports you make about faults or outages.

Scenario

Linda notices that the shared water supply servicing several sites in the park has stopped working. She reports the issue to the park owner immediately.

The park owner arranges for the problem to be investigated and takes steps to restore the water supply as soon as practicable. Linda keeps a record of when she reported the fault and any updates she receives regarding the repair.

What you can be charged for

You can only be charged for utilities and services if the charge is permitted under the Act and your residential park agreement. Before entering into an agreement, you should be provided with information about any utility charges that may apply to your residency in the Disclosure Pack.

If you are charged for electricity, the park owner must provide an account showing the amount charged and an explanation of how the amount was calculated.

What You Need to Know

Depending on your circumstances, you may be charged for:

- electricity that you use
- water that you use, where permitted by law
- gas that you use
- other charges specifically permitted by the Act or regulations.

Before entering into a residential park agreement, you should be told:

- what services are available
- whether utility charges apply
- how utility charges are calculated
- when utility charges must be paid.

This information allows you to understand the costs of living in the park and helps you make informed decisions before signing an agreement.

Documents to Keep

Keep copies of:

- your residential park agreement
- information provided before signing the agreement
- utility bills and invoices
- receipts for utility payments
- correspondence relating to utility charges.

These documents may be useful if you have questions about a charge or if a dispute arises.

Helpful Tip

When you receive a utility bill or invoice, compare it with your agreement to ensure you understand what the charge relates to and how it has been calculated.

Things to Be Aware Of

- a park owner cannot charge you for utilities or services unless the charge is permitted by the Act and your agreement
- not all utility charges apply in every residential park
- utility charges should be explained before you enter into your agreement
- if you do not understand a charge, ask for an explanation as soon as possible
- keep records of all utility payments and invoices.

Scenario

Sophie receives a charge for water usage and is unsure why she has been billed.

She checks her residential park agreement and the information provided when she moved into the park. The documents explain that residents are responsible for certain water usage charges and outline how those charges are calculated.

Because Sophie kept her agreement and related documents, she is able to confirm that the charge is consistent with her agreement.

Understanding utility accounts

If you are required to pay for utilities, you should be given enough information to understand what you are being charged for. The information provided should allow you to check the amount charged and understand how it has been calculated.

Reviewing utility accounts carefully can help you identify any errors early and ensure you only pay charges that are permitted under your agreement and the Act.

What You Need to Know

If you are responsible for paying utility charges, you should receive enough information to understand:

- what service is being charged for
- the amount being charged
- how the charge has been calculated
- the period covered by the account
- when payment is due.

You have the right to ask questions if you do not understand an account or believe a charge may be incorrect.

Documents to Keep

Keep copies of:

- utility accounts and invoices
- payment receipts
- account statements
- correspondence relating to utility charges
- your residential park agreement.

These records may assist if you need to query a charge or resolve a dispute.

Helpful Tip

Create a folder for utility accounts and payment receipts so you can easily compare current accounts with previous ones if you have questions about a charge.

Things to Be Aware Of

- utility charges should be consistent with your agreement and the Act
- charges should be explained clearly enough for you to understand how they were calculated
- keep records of all utility payments
- raise concerns about incorrect charges as soon as possible
- do not ignore accounts simply because you do not understand them.

Check Your Account

Before paying a utility account, check:

- the amount charged
- the period covered by the account
- how the charge was calculated
- whether the account is consistent with your residential park agreement
- whether any previous payments have been correctly recorded.

If something appears incorrect, seek clarification before making payment.

If Something Doesn't Look Right

If you do not understand a charge:

- contact the park owner
- ask how the charge was calculated
- request additional information if necessary
- keep copies of any correspondence
- keep notes of discussions
- seek advice if the issue cannot be resolved.

Scenario

Michael receives an electricity account that is significantly higher than previous accounts.

Before paying the account, he checks:

- the billing period
- the calculation provided with the account
- his previous electricity accounts.

Because he is unable to understand why the amount has increased, he contacts the park owner and asks for an explanation of how the charge was calculated. Michael keeps copies of the account and all correspondence in case he needs to refer to them later.

Service interruptions

Sometimes utility services may stop working due to faults, maintenance work, emergencies or events outside the park owner's control.

Examples include:

- loss of electricity
- interruption to water supply
- gas outages
- sewerage system failures.

If a service interruption occurs:

- report it to the park owner as soon as possible
- keep a record of when you reported it
- let the park owner know if the interruption is affecting your health or safety.

The park owner must take reasonable steps to restore services as soon as practicable.

Important

A park owner cannot disconnect, interrupt or restrict a utility service simply because:

- you owe money
- there is a dispute
- they want you to leave the park.

Utilities cannot be used as a way of pressuring a resident or enforcing an agreement unless authorised by law.

Scenario

David wakes up one morning to find that the water supply to his site has stopped working. He checks with his neighbours and discovers that several sites in the park are affected.

David reports the problem to the park owner and keeps a record of when he made the report. The park owner arranges for the issue to be investigated and takes steps to restore the water supply as soon as practicable.

By reporting the interruption promptly and keeping records, David is able to stay informed about the repair and has a record of what happened if any questions arise later.

Selling Your Home

Selling your home in the park

If you own your home, you may be able to sell it while it remains on its site in the residential park. The Act recognises that residents may wish to sell their homes and provides protections for residents about the sale of homes located within residential parks (s 19).

What You Need to Know

If you own your home:

- you may be able to sell your home while it remains on its site in the residential park
- selling your home does not automatically end your residential park agreement
- in some circumstances, your residential park agreement may be transferred to the buyer in accordance with the Act
- the park owner must act in accordance with the requirements of the Act when dealing with the sale of a home in the park.

If you wish to sell your home, you must tell the park owner in writing and give them a first option to purchase your home at market value (s 19(2)). If no agreement is reached within 14 days, the park owner's option lapses and you may offer your home for sale to others (s 19(4)).

Documents to Keep

Keep copies of:

- your residential park agreement
- any correspondence with the park owner regarding the sale
- sale documents
- notices relating to the transfer of an agreement
- records of discussions with prospective purchasers.

These documents may assist if questions arise during the sale process.

Helpful Tip

Before listing your home for sale, check your residential park agreement and discuss the process with the park owner or operator. Understanding the steps involved early can help avoid delays later.

Things to Be Aware Of

- selling your home does not necessarily mean your residential park agreement ends
- the transfer of a residential park agreement may be subject to requirements under the Act
- prospective purchasers may need information about the agreement and park rules
- keep records of important communications and documents throughout the sale process
- if you are unsure about the process, seek advice before entering into an agreement to sell your home.

Showing your home to buyers

If you decide to sell your home, the park owner must not prevent you from marketing the property.

Under the Act, a park owner must not:

- hinder or attempt to hinder the sale of your home
- prevent you from displaying a 'for sale' sign on your site
- prevent prospective buyers from inspecting your home.

The park owner should allow reasonable access for potential buyers to inspect the home.

Scenario

Jan decides to sell her relocatable home. She places a 'For Sale' sign at the front of her site and arranges inspections with interested buyers.

The park owner cannot require Jan to remove the sign or stop potential buyers from viewing the home.

Transferring your agreement

If you sell your home in a residential park, the buyer may be able to take over the existing residential park agreement. This is known as transferring or assigning the agreement. The transfer process must be carried out in accordance with the Act (s 18).

What You Need to Know

If you sell your home, the buyer may be able to take over your residential park agreement rather than entering into a completely new arrangement.

The buyer will generally need to:

- meet any requirements permitted under the Act
- agree to comply with the residential park agreement
- agree to comply with the park rules.

The park owner may ask for information that is reasonably necessary to assess the proposed transfer.

However, the park owner must not:

- unreasonably refuse the transfer (s 18(1)(b))
- delay a decision without good reason.
- the park owner must generally decide whether to approve a transfer request within 14 days (s18(1)(c))
- impose conditions that are not permitted by the Act.

The requirements that apply will depend on the circumstances and the provisions of the Act.

Documents to Keep

Keep copies of:

- the residential park agreement
- sale documents
- transfer or assignment documents
- correspondence with the park owner
- information provided by the proposed buyer
- any approval or refusal relating to the transfer.

These records may assist if questions arise during the transfer process.

Helpful Tip

If you are planning to sell your home, discuss the transfer process with the park owner early. Understanding what information may be required can help avoid delays.

Things to Be Aware Of

- selling your home does not automatically transfer the residential park agreement
- the transfer process must comply with the Act
- the buyer will generally be required to comply with the existing agreement and park rules
- keep records of all communications and documents relating to the transfer
- if a dispute arises about a transfer, there are options available under the Act to resolve the issue.

Scenario

Edward sells his home to Sarah.

Sarah wishes to continue living in the park and take over Edward's residential park agreement.

The park owner reviews the information reasonably required to consider the transfer and approves the application.

Sarah becomes the resident and continues to occupy the site under the residential park agreement. She is required to comply with the agreement and the park rules in the same way as any other resident.

If there is a dispute

Sometimes disagreements can arise about the sale of a home or the transfer of a residential park agreement. The Act provides processes for resolving these disputes and, where necessary, either party may apply to the TASCAT.

What You Need to Know

Disputes may arise about:

- whether a transfer of a residential park agreement should be approved
- delays in the approval process
- whether the park owner is interfering with the sale of a home
- the rights and responsibilities of the resident or park owner under the Act
- requirements relating to the sale of a home or transfer of an agreement.

In many cases, disputes can be resolved through discussion and by sharing information about the concerns that have arisen.

If a dispute cannot be resolved directly, you may make an application for a review of the matter in TASCAT.

TASCAT can make orders about:

- the sale of a dwelling within a residential park
- the transfer of a residential park agreement
- the rights and obligations of residents and park owners under the Act

- other matters arising under the Act.

Documents to Keep

Keep copies of:

- the residential park agreement
- sale documents
- transfer application documents
- correspondence with the park owner
- records of discussions
- any documents lodged with TASCAT
- decisions or orders made by TASCAT.

These records may be important if a dispute needs to be resolved.

Helpful Tip

Where it is safe and appropriate to do so, try discussing the issue directly with the park owner first. Keeping written records of important communications can often assist in resolving disputes more quickly.

Things to Be Aware Of

- not every disagreement requires a formal application
- early discussions may resolve issues before they become disputes
- keep copies of all important documents and communications
- delays in raising concerns may make disputes more difficult to resolve
- TASCAT may require evidence when considering a dispute.

Scenario

Robert agrees to sell his home to a buyer who wishes to live in the park.

The buyer applies to take over Robert's residential park agreement. The park owner refuses to consider the transfer application but does not provide a reason.

Robert believes the refusal is unreasonable and is unable to resolve the matter through discussion with the park owner.

Robert applies to TASCAT.

TASCAT considers the circumstances, reviews the information provided by the parties and may make orders to resolve the dispute.

Ending Your Agreement

When you can leave

You can end your residential park agreement in certain circumstances allowed under the Act. The process for ending an agreement will depend on the reason for leaving

and different notice requirements may apply. It is important to understand your rights and responsibilities before taking steps to end your agreement.

What You Need to Know

You may be able to end your residential park agreement:

- by agreement with the park owner
- at the end of a fixed-term agreement
- if the park owner breaches the agreement and does not remedy the breach
- if the park owner repeatedly breaches the agreement
- if the site becomes uninhabitable or can no longer be used as a home
- if TASCAT orders that the agreement be ended
- in other circumstances provided for under the Act.

Different notice periods may apply depending on the reason for ending the agreement.

Before ending your agreement, you should check your agreement carefully and make sure you comply with any notice requirements that apply.

Documents to Keep

Keep copies of:

- your residential park agreement
- any notice you give to the park owner
- any notice you receive from the park owner
- correspondence relating to the end of the agreement
- evidence supporting your reason for ending the agreement
- any TASCAT applications, orders or decisions.

These documents may be important if there is a disagreement about when or how the agreement ended.

Helpful Tip

Before giving notice, check your agreement and the requirements of the Act to make sure you have the correct notice period. If you are unsure, seek advice before taking action.

Things to Be Aware Of

- different reasons for ending an agreement may have different notice requirements
- ending an agreement without following the required process may create difficulties later
- keep copies of all notices and correspondence
- do not assume a verbal discussion is sufficient to end an agreement
- if there is a dispute about ending the agreement, TASCAT may be able to assist.

Scenario

Julie has experienced ongoing problems with essential services at her site. Despite raising the issues several times, the problems are not resolved.

Julie reviews her agreement and the provisions of the Act relating to breaches of an agreement. Before taking further action, she keeps records of her communications and seeks information about the steps required to end her agreement lawfully.

When the park owner can end an agreement

A park owner cannot require you to leave a residential park without following the requirements of the Act. A residential park agreement can only be ended on grounds permitted by the Act and the park owner must follow the correct process, including providing any required notice.

What You Need to Know

A park owner may only end a residential park agreement on grounds allowed under the Act.

These may include:

- unpaid rent
- breach of the agreement
- repeated breaches of the agreement
- serious misconduct
- the end of a fixed-term agreement
- the sale of a site in circumstances permitted by the Act
- park closure or redevelopment
- an order made by TASCAT
- other grounds provided for under the Act.

In some circumstances, the park owner may need approval from TASCAT before giving a notice to end the agreement.

The park owner must:

- have a lawful reason for ending the agreement
- follow the process required by the Act
- give any required notice
- comply with any applicable timeframes.

You do not have to leave simply because a park owner asks you to leave. The requirements of the Act must be followed.

Documents to Keep

Keep copies of:

- your residential park agreement

- any notice to end the agreement
- correspondence with the park owner
- records of rent payments
- records relating to complaints or alleged breaches
- any documents lodged with TASCAT
- any TASCAT orders or decisions.

These records may be important if there is a disagreement about the ending of your agreement.

Helpful Tip

If you receive a notice to end your agreement, read it carefully and check:

- the reason given
- the date the agreement is proposed to end
- whether the required notice period has been provided.

Keep a copy of the notice and any correspondence relating to it.

Things to Be Aware Of

- a park owner cannot end an agreement simply because they want to do so
- different grounds have different notice requirements
- some matters may require TASCAT involvement
- important timeframes may apply if you wish to challenge a notice
- do not ignore a notice, even if you believe it is incorrect.

Scenario

Michael receives a notice stating that his residential park agreement will end because of repeated breaches of park rules.

Michael reviews the notice, checks his records and seeks information about the requirements of the Act. He believes the matter has not been handled correctly and discusses the issue with the park owner. When the issue cannot be resolved, he applies to TASCAT to have the matter considered.

Notice periods

The amount of notice required depends on the reason the residential park agreement is ending. The Act sets different notice periods for different circumstances, and both residents and park owners must comply with the applicable requirements.

What You Need to Know

The notice period will depend on who is ending the agreement and the reason for ending it.

If You Are Ending the Agreement

Examples include:

- at least 60 days' notice before the end of a fixed-term agreement (s 76(1))
- at least 14 days' notice for repeated breaches by the park owner (s 75(2)(a))
- at least 21 days' notice after receiving a closure or redevelopment notice (s 81(2)).

In some situations, the agreement may be able to end immediately, such as where the site becomes uninhabitable (s 77(2)).

If the Park Owner Is Ending the Agreement

Examples include:

- at least 21 days to remedy a breach (s 74(1)(b))
- at least 21 days' notice for repeated breaches (s 75(2)(b))
- at least 60 days' notice before the end of a fixed-term agreement (s 76(1))
- at least 180 days' notice for the sale of a site, park closure or redevelopment (s 80(6)).

Different notice periods apply depending on the circumstances, so it is important to read any notice carefully.

Documents to Keep

Keep copies of:

- any notice to end an agreement
- your residential park agreement
- correspondence relating to the notice
- evidence of when a notice was given or received
- any documents relating to a dispute about the notice
- any TASCAT applications, orders or decisions.

These records may be important if there is a disagreement about whether the correct process has been followed.

Helpful Tip

When you receive a notice, check:

- why the agreement is ending
- when the agreement is proposed to end
- whether the notice period appears to be correct
- whether all relevant information has been included.

Keep the notice with your residential park agreement and other important documents.

Things to Be Aware Of

- different notice periods apply to different situations

- not every agreement ends in the same way
- some situations may require TASCAT involvement
- important timeframes may apply if you wish to respond or take further action
- do not assume a notice is valid simply because it has been provided.

Important

A notice to end a residential park agreement must generally:

- be in writing
- state the reason for ending the agreement where required
- include the information required by the Act
- provide the correct amount of notice.

A notice that does not comply with the requirements of the Act may not be valid.

Scenario

A park owner gives Emma a notice advising that her agreement will end because the park is being redeveloped.

Emma checks the notice and confirms that it explains the reason for ending the agreement and provides the required notice period. She keeps a copy of the notice and seeks further information about her options under the Act.

Abandoned property and documents

Sometimes a resident may leave property behind after a residential park agreement ends. The Act contains rules about how abandoned property and documents must be dealt with and what steps a park owner must take before disposing of or dealing with those items (ss 85 – 90).

What You Need to Know

If personal property or documents are left behind after a residential park agreement ends, the park owner cannot simply dispose of them immediately.

The Act distinguishes between ordinary abandoned property, personal documents and ‘protected’ abandoned property (such as a dwelling on the site). Personal documents must be kept safe for at least 28 days (or 60 days if protected) before they can be destroyed (s 88). A dwelling or other protected property cannot be dealt with unless TASCAT makes an order for possession of the site (s 90).

The result is the Act sets out procedures for dealing with:

- personal belongings
- household goods
- vehicles and other property
- personal documents
- valuable items.

- other property left behind after a resident vacates

Different rules apply depending on:

- the type of property
- the value of the property
- whether the property appears to have been abandoned
- whether the item is a personal document.

The park owner must follow the requirements of the Act before disposing of, selling or otherwise dealing with abandoned property.

Documents to Keep

Keep copies of:

- any notices relating to abandoned property
- correspondence with the park owner
- receipts or evidence of ownership
- records relating to the collection or return of property.

These documents may assist if there is a disagreement about ownership or disposal of property.

Helpful Tip

Before leaving a residential park, make a final check of your home, site, storage areas and any common areas you may have used. Removing all belongings before you leave is the easiest way to avoid problems later.

Things to Be Aware Of

- property left behind may be treated as abandoned under the Act
- different rules may apply to personal documents and valuable items
- time limits may apply for claiming abandoned property
- the park owner must follow the process set out in the Act
- keep records if you believe property has been incorrectly treated as abandoned.

Scenario

Paul moves out of the residential park and later realises he left several boxes of personal belongings in a storage area near his site.

The park owner records the items and follows the process required by the Act. After being contacted, Paul arranges to collect the property before further action is taken.

Park closure or redevelopment

Special rules apply if a park owner intends to close or redevelop a residential park (s 80). Because these situations can have a significant impact on residents, the Act requires park owners to follow specific processes and provide residents with advance notice.

What You Need to Know

If a park owner proposes to close or redevelop a residential park:

- residents must be given written notice
- in most cases, the notice period is at least 180 days (s 80(6))
- the park owner must comply with the requirements of the Act before the closure or redevelopment can proceed
- if the park is closing or being redeveloped, the Act may require the park owner to offer eligible residents another site in the same park or a site in another residential park owned by the park owner. The park owner may also be required to pay the reasonable costs of relocating a resident's home and belongings, as provided by the Act
- residents should be given sufficient time to consider their future housing arrangements.

Closure or redevelopment of a park does not happen immediately. The Act provides protections to help ensure residents have time to understand their options and plan for the future.

Documents to Keep

Keep copies of:

- the closure or redevelopment notice
- your residential park agreement
- correspondence from the park owner
- information about relocation assistance or alternative options
- records of discussions with the park owner
- any documents relating to a dispute or TASCAT application.

These documents may be important if questions arise about your rights or entitlements.

Helpful Tip

If you receive a closure or redevelopment notice, start gathering information and considering your future housing options as early as possible. Even where the notice period is lengthy, planning ahead can help reduce stress and provide more choices.

Things to Be Aware Of

- closure and redevelopment notices must comply with the Act
- different requirements may apply depending on the circumstances
- you may have rights to assistance or other support under the Act
- important timeframes may apply
- keep all notices and correspondence in a safe place
- seek advice if you are unsure about your rights or options.

Scenario

Karen receives a written notice advising that her residential park will be redeveloped and that residents must vacate the park.

The notice provides more than 180 days' notice and contains information about the proposed redevelopment and assistance available to eligible residents.

Karen keeps a copy of the notice, reviews her rights under the Act and begins exploring alternative housing options well before the closure date.

If you receive a notice to leave

Receiving a notice to leave can be stressful. However, receiving a notice does not always mean you must leave immediately. The Act sets out specific requirements that park owners must follow when ending a residential park agreement, and residents have rights if they believe a notice is incorrect or does not comply with the law.

The Act also protects you from retaliatory action. If a park owner gives you a notice to leave because you, for example, complained to a government authority or tried to enforce your rights, TASCAT may refuse the park owner's application for possession of your site or reinstate your agreement (s 111).

What You Need to Know

If you receive a notice to leave, it is important to take the time to understand what the notice says and why it has been issued.

Depending on the circumstances, you may be able to:

- resolve the issue with the park owner
- remedy an alleged breach
- challenge the notice
- apply to TASCAT for a review of the matter
- seek information or advice about your rights under the Act.

Do not ignore a notice, even if you believe it is incorrect.

Documents to Keep

Keep copies of:

- the notice to leave
- your residential park agreement
- any breach notices previously received
- correspondence with the park owner
- notes of discussions
- documents lodged with TASCAT
- any TASCAT decisions or orders.

These documents may be important if the notice is disputed.

Helpful Tip

Create a file containing all documents relating to the notice. Having information organised in one place will make it easier to understand your options and respond if necessary.

Things to Be Aware Of

- receiving a notice does not always mean you must leave immediately
- important timeframes may apply
- different rules apply depending on the reason the notice was issued
- a notice that does not comply with the Act may not be valid
- it is usually easier to address concerns early rather than wait until the proposed end date.

Step 1: Read the Notice Carefully

Check:

- why the agreement is being ended
- the date the notice was issued
- the date the agreement is proposed to end
- whether the notice is signed and complete
- whether it includes the information required by the Act.

Make sure you understand what the notice is saying before deciding what to do next.

Step 2: Keep a Copy

Keep the notice and any related correspondence in a safe place.

You may need these documents if:

- you wish to discuss the matter with the park owner
- you seek advice
- you apply to TASCAT
- there is a dispute about the notice later.

Step 3: Seek Advice

If you do not understand the notice or are unsure about your rights, seek information or advice as soon as possible.

You may wish to contact:

- Consumer Affairs Tasmania
- a community legal service
- a residents' advocacy service
- another appropriate advice provider.

Seeking advice early can help you understand your options.

Step 4: Consider Your Options

Depending on the circumstances, you may be able to:

- resolve the issue directly with the park owner
- remedy an alleged breach if the Act allows this
- challenge the notice
- apply to TASCAT for a review or determination.

The options available will depend on the reason the notice was issued and the requirements of the Act.

Scenario

Bill receives a notice from the park owner stating that his agreement will end because of repeated breaches of the park rules.

Bill believes the notice is unfair because he has not previously received any breach notices and does not understand which rules he is alleged to have breached.

Bill keeps a copy of the notice and contacts Consumer Affairs Tasmania for information. He then applies to TASCAT to have the matter reviewed.

TASCAT considers the circumstances, the evidence provided by both parties and whether the notice complies with the requirements of the Act.

Notice to leave – Serious act of violence

The Act contains special provisions for situations involving serious acts of violence (s 59). These provisions recognise that the safety of residents, visitors and park staff is paramount.

A 'Notice to Leave – Serious Act of Violence' is different from other notices to leave because it requires the resident to leave immediately.

A park owner can give a resident notice to leave for a serious act of violence (s 59) and the Act requires the resident to stay away from the park for at least two working days (s 60).

A park owner can apply to TASCAT to terminate the residential park agreement within two days of providing the 'Notice to Leave – Serious Act of Violence' to the resident (s 101).

What You Need to Know

If a park owner issues a 'Notice to Leave – Serious Act of Violence' in accordance with the Act:

- you are required to leave the residential park immediately
- the usual notice periods do not apply

- the park owner must apply to TASCAT if they want your residential park agreement to be terminated
- the park owner does not have to provide additional time for you to leave
- you may still apply to TASCAT if you wish to challenge the notice or seek a review of the matter.

The park owner must still comply with the requirements of the Act when issuing the notice.

Documents to Keep

Keep copies of:

- the 'Notice to Leave – Serious Act of Violence'
- your residential park agreement
- any correspondence relating to the notice
- police reports, where applicable
- witness statements, where available
- documents lodged with TASCAT
- any TASCAT orders or decisions.

Helpful Tip

If you receive a 'Notice to Leave – Serious Act of Violence', seek advice as soon as possible. Because the notice requires you to leave immediately, it is important to understand your rights and options without delay.

Things to Be Aware Of

- this notice is different from ordinary notices to leave
- there is no standard notice period before you are required to leave
- the notice relates to allegations of a serious act of violence
- TASCAT may still be able to consider disputes relating to the notice
- keep all documents and records relating to the matter.

Solving Problems

Most problems in a residential park can be resolved by talking about them early.

If a problem arises, it is often best to start by discussing the issue with the park owner or manager calmly and respectfully. Keeping good records and understanding the support available can also help if the issue cannot be resolved.

Talking with the park owner

If you have a concern about your agreement, rent, repairs, utilities, park rules or another issue, where it is safe and appropriate to do so, try discussing the issue directly with the park owner first.

Many misunderstandings can be resolved through a respectful conversation before they become a larger dispute.

When discussing an issue:

- explain the problem clearly
- be polite and respectful
- listen to the other person's point of view
- focus on finding a practical solution
- follow up in writing if necessary.

Sometimes a simple conversation is all that is needed to resolve a problem.

Scenario

Sally notices that rubbish has not been collected from a communal bin area for several weeks.

Instead of assuming nothing will be done, Sally contacts the park manager and explains the problem. The manager arranges for the rubbish to be collected and the issue is resolved quickly.

Keeping records

Keeping good records can help if a question, concern or disagreement arises during your residency. Records can help you remember what happened, support your position if there is a dispute and make it easier to seek advice if needed.

What You Need to Know

You should keep copies of important documents relating to your residency, including:

- your residential park agreement
- rent receipts and payment records
- notices received from the park owner or operator
- utility accounts and invoices
- emails and letters
- repair and maintenance requests
- photographs of damage, repairs or maintenance issues.

These records can help you understand your rights and responsibilities and provide evidence if a dispute arises.

If you have an important conversation, it can also be helpful to record:

- the date of the conversation
- who you spoke with
- what was discussed
- any actions that were agreed upon.

Documents to Keep

Keep copies of:

- residential park agreement
- park rules
- rent receipts and payment records
- utility accounts
- notices
- emails and letters
- repair requests
- complaint records
- photographs
- notes of important conversations
- any documents relating to a TASCAT application or decision.

Helpful Tip

Create a folder, either paper-based or electronic, for all documents relating to your residential park agreement. Keeping everything in one place makes it easier to find information when you need it.

You may also wish to organise documents into sections such as:

- agreement and park rules
- rent and utility payments
- notices
- repairs and maintenance
- complaints and disputes.

Things to Be Aware Of

- do not throw away notices or important correspondence
- keep records even after a problem has been resolved
- photographs can be useful evidence if maintenance issues or damage are later disputed
- written records are often more reliable than relying on memory
- good records can help if you need information, advice or assistance in the future.

Residents' committees

Residents may establish a residents' committee to represent issues that affect people living in the park (s 61).

If a park has at least 5 fixed-term residential park agreements in force, the park owner must take all reasonable steps to ensure the park has a residents' committee (s 61(3)).

A residents' committee can:

- raise concerns on behalf of residents
- discuss park-wide issues with the park owner
- provide feedback about proposed changes to park rules
- help improve communication between residents and the park owner.

If a residents' committee makes representations to the park owner about a matter it has considered, the park owner must:

- consider the representations; and
- provide a written response to the residents' committee.

The written response must be provided:

- as soon as practicable; and
- no later than one month after receiving the representations, unless the park owner and residents' committee agree to a longer period.

Residents' committees can be a useful way for residents to work together on issues that affect the park community.

Scenario

Several residents are concerned about a proposed change to parking arrangements.

The residents' committee discusses the issue and writes to the park owner outlining the residents' concerns and suggesting alternative options.

The park owner considers the committee's concerns and provides a written response within one month explaining how the issue will be addressed.

This helps residents understand the park owner's decision and encourages communication between residents and the park owner.

Where to Get Help

If you need help understanding your rights, resolving a problem or finding out what options are available to you, support is available. If possible, try to resolve the issue with the park owner first. If this is not successful, you may be able to seek assistance from the organisations listed below.

Consumer Affairs Tasmania

Consumer Affairs Tasmania provides information about the Act and can help you understand your rights and responsibilities.

Consumer Affairs Tasmania can:

- explain how the Act works
- provide information and resources
- help you understand your options if a problem arises
- investigate suspected breaches of the Act in some circumstances

Consumer Affairs Tasmania cannot provide legal advice or make decisions about disputes.

Contact Consumer Affairs Tasmania

Phone: 1300 654 499

Email: cat.info@justice.tas.gov.au

Website: www.consumeraffairs.tas.gov.au

TASCAT

The Tasmanian Civil and Administrative Tribunal (TASCAT) can help resolve disputes between residents and park owners.

You may be able to apply to TASCAT if you have a dispute about:

- a residential park agreement or park rules
- a rent increase
- a security deposit
- repairs and maintenance
- notices to end an agreement
- the sale of a home or the transfer of an agreement
- any other matter covered by the Act.

TASCAT can make legally binding decisions and orders.

Before You Apply

Gather as much information as possible, such as:

- notices
- photographs
- emails
- letters
- receipts
- maintenance requests

Contact TASCAT

Phone: 1800 657 500

Website: www.TASCAT.tas.gov.au

Legal and community support services

You may wish to seek independent advice if you are unsure about your rights or need help with a dispute.

Depending on your circumstances, assistance may be available from:

- Legal Aid Tasmania
- Community legal centres and advocacy organisations
- Financial counsellors
- Community support services

These organisations may be able to provide information, advice or support about your situation.

If you are acting on behalf of a family member, friend or neighbour, support services may also be able to explain available options and assistance.

Emergency contacts

If there is an immediate risk to someone's safety, call **000**.

Emergency Services

Police, Fire and Ambulance

Phone: **000**

Tasmania Police Assistance

For non-urgent police matters:

Phone: **131 444**

Lifeline

If you or someone you know needs crisis support:

Phone: **13 11 14**

Website: www.lifeline.org.au

HealthDirect

For free health advice from a registered nurse:

Phone: **1800 022 222**

Website: www.healthdirect.gov.au

Final message to residents

Living in a residential park should be a positive experience. Understanding your rights and responsibilities can help prevent problems and make it easier to resolve issues if they arise.

Keep important documents in a safe place, ask questions if you are unsure about something, and seek assistance early if you need help.

Most problems can be resolved through communication and cooperation. If they cannot, support is available through Consumer Affairs Tasmania, TASCAT and other community services.