

LEGISLATIVE COUNCIL

Residential (Land Lease) Communities Bill 2013

First print

Proposed amendments

- No. 1 Page 15. Insert after line 18:
- 29 Legal impediments to occupation as residence**
- It is a term of every site agreement that the operator of the community warrants that there is no legal impediment (of which the operator had or ought reasonably to have had knowledge at the time of entering into the agreement) to occupation of the residential site as a residence for the period of the agreement.
- No. 2 Pages 23 and 24, clauses 50 and 51, line 41 on page 23 to line 42 on page 24. Omit all words on those lines.
- No. 3 Page 29, clause 65 (2), line 19. Omit “or in the age pension”.
- No. 4 Page 31, clause 69 (2), line 27. Omit “25%”. Insert instead “10%”.
- No. 5 Page 33, clause 73 (4), lines 6 to 9. Omit all words on those lines.
- No. 6 Page 33, clause 74 (1) (b), line 14. Omit “or projected”.
- No. 7 Page 33, clause 74 (1). Insert after line 22:
- (f) the costs associated with the expenses of the community and the costs associated with other operations (for example, tourism),
- No. 8 Pages 48 and 49, clauses 110 and 111, line 14 on page 48 to line 38 on page 49. Omit all words on those lines.
- No. 9 Page 55, clause 124 (2), lines 13 to 16. Omit all words on those lines. Insert instead:
- (2) A termination notice may not be given under this section unless:
- (a) the Tribunal has authorised the operator to give a termination notice because of the proposed closure of the residential site, and
- (b) if use of the community for the new purpose requires development consent under the *Environmental Planning and Assessment Act 1979*, development consent for the proposed use has been obtained under that Act.

No. 10 Page 57, clause 127 (3), lines 10 to 12. Omit “but only if, unknown to the home owner, the residential site was not lawfully useable for the purposes of a residential site when the agreement was entered into”.