RESIDENTIAL PARKS BILL

Schedule of the amendments referred to in the Legislative Council's Message of 19 November 1998.

- No. 1 Page 20, clause 24, line 11. Insert "and the common areas of the residential park" after "only)".
- No. 2 Page 22, clause 27, lines 10-14. Omit all words on those lines.
- No. 3 Page 28, clause 34, line 32. Omit "an amount payable".

Insert instead "those charges payable by a direct customer of a water supply authority".

- No. 4 Page 29, clause 36, lines 25-26. Omit "in accordance with the regulations by the relevant water supply authority".
 Insert instead "by the relevant water supply authority in accordance with the regulations".
- No. 5 Page 30, clause 37, line 5. Insert ", but not including installation costs" after "charges".
- No. 6 Page 31, clause 38, line 23. Insert "(other than excess water charges)" after "charges".
- No. 7 Page 41, clause 54, line 29. Omit ", if".
- No. 8 Page 41, clause 54, lines 30-36. Omit all words on those lines.
- No. 9 Page 42, clause 54, lines 1 and 2. Omit ", after having regard to all of the circumstances of the case, including whether the resident has suffered any detriment,".
- No. 10 Page 42, clause 54, lines 3 and 4. Omit "of that part of the increased rent that the Tribunal thinks appropriate".
- No. 11 Page 46, clause 63. Insert after line 32:
 - (4) It is a term of every residential tenancy agreement that the park owner must not breach subsection (3).
- No. 12 Page 56, clause 78, lines 15-25. Omit all words on those lines.

Insert instead:

- (1) Individual mail facilities constructed or installed in accordance with this Part must be constructed in such a way as to permit the attachment of separate locking devices to each mail facility.
- (2) It is a term of every residential tenancy agreement that a resident may install a lock on any individual mail facilities available for use by the tenant.

No. 13 Page 59, clause 83. Insert after line 13:

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(4) However, no commission is payable if the moveable dwelling is sold otherwise than as a result of the park owner acting as selling agent.

No. 14 Page 64, clause 91, line 20. Omit "by order".

Insert instead "with the consent of the parties".

- No. 15 Page 64, clause 91, line 24. Omit "order". Insert instead "reference".
- No. 16 Page 64, clause 91. Insert after line 36:
 - (3) Attendance at, and participation in, alternative dispute resolution sessions is voluntary. Any party to such proceedings may, at any time, withdraw from alternative dispute resolution and request that the matter be remitted to the Tribunal.
- No. 17 Page 79, clause 113, line 14. Insert ", if the circumstances of the case so justify," after "may".
- No. 18 Page 81, clause 117, line 5. Insert ", if the circumstances of the case so justify," after "may".