

**RESIDENTIAL TENANCIES (CARAVAN PARKS AND
MANUFACTURED HOME ESTATES) AMENDMENT ACT
1994 No. 94**

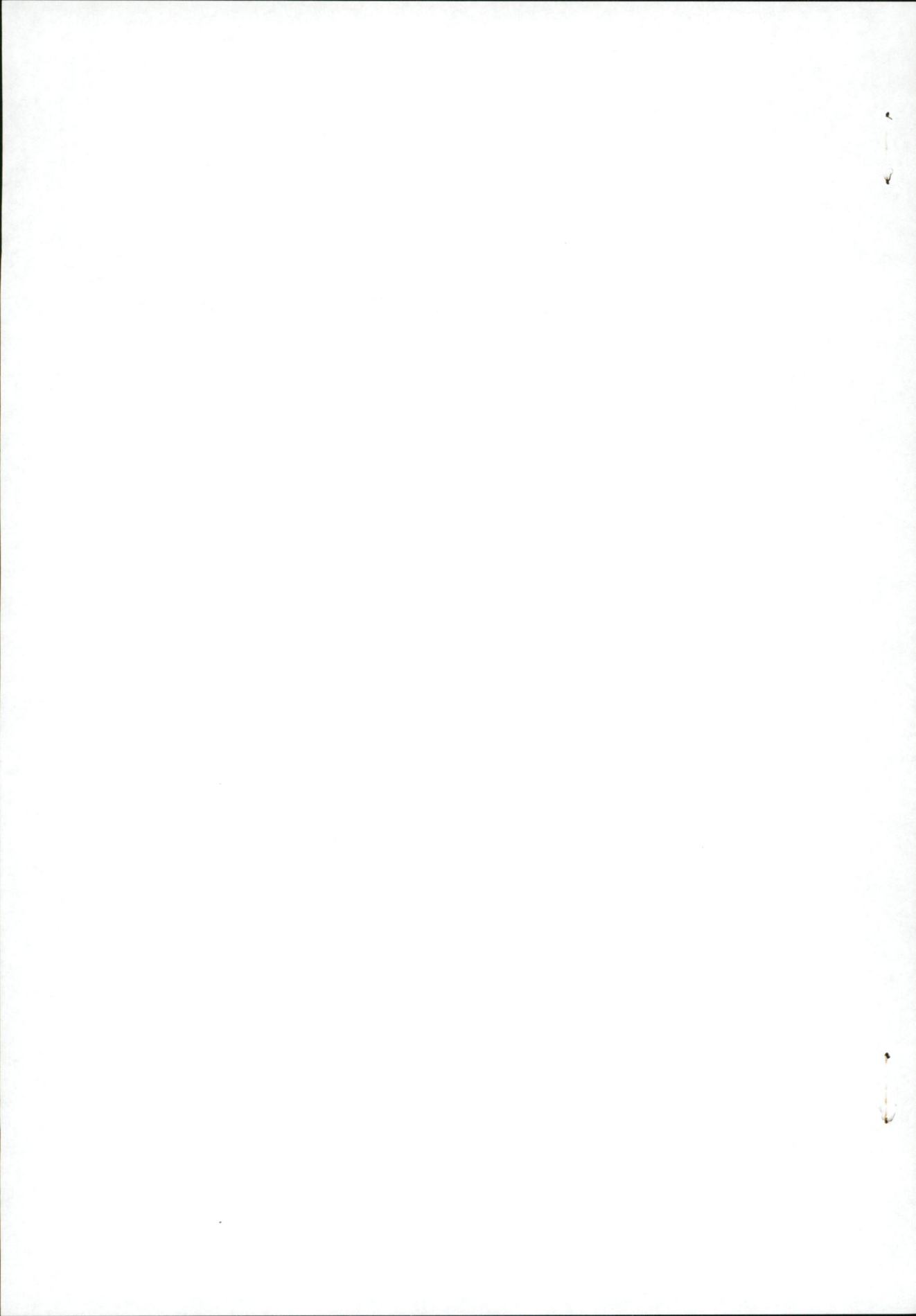
NEW SOUTH WALES



TABLE OF PROVISIONS

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2. Commencement
3. Amendment of Residential Tenancies Act 1987 No. 26

SCHEDULE 1—AMENDMENTS



**RESIDENTIAL TENANCIES (CARAVAN PARKS AND
MANUFACTURED HOME ESTATES) AMENDMENT ACT
1994 No. 94**

NEW SOUTH WALES



Act No. 94, 1994

An Act to amend the Residential Tenancies Act 1987 with respect to agreements for the installation and use of caravans and manufactured homes in caravan parks and manufactured home estates; and for other purposes. [Assented to 12 December 1994]

The Legislature of New South Wales enacts:

Short title

1. This Act may be cited as the Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment Act 1994.

Commencement

2. This Act commences on a day or days to be appointed by proclamation.

Amendment of Residential Tenancies Act 1987 No. 26

3. The Residential Tenancies Act 1987 is amended as set out in Schedule 1.

SCHEDULE 1—AMENDMENTS

(Sec. 3)

(1) The whole Act:

Omit “movable dwelling” and “movable dwellings” wherever occurring, insert instead “moveable dwelling” and “moveable dwellings”, respectively.

(2) Section 3 (**Definitions**):

After section 3 (6), insert:

(7) Notes in the text of this Act do not form part of this Act.

(3) Section 7 (**Application of Act to moveable dwellings**):

(a) After section 7 (4), insert:

(5) Schedule 3 has effect.

(b) At the end of the section, insert:

Note: Schedule 3 contains additional provisions with respect to residential tenancy agreements relating to certain moveable dwellings. These provisions modify the other provisions of this Act in their application to those agreements.

SCHEDULE 1—AMENDMENTS—*continued*

(4) Section 16 (**Applications relating to a breach of residential tenancy agreement**):

At the end of the section, insert:

Note: Clauses 9, 10, 11, 12 and 13 of Schedule 3 allow the Tribunal to order compensation if a residential tenancy agreement to which that Schedule applies is terminated otherwise than by reason of the tenant's default or if the tenant relocates to another residential site as an alternative to having the agreement terminated.

(5) Part 3, Division 1:

After the heading to the Division, insert:

Note: Clause 3 of Schedule 3 implies additional terms into residential tenancy agreements relating to certain moveable dwellings. The additional terms relate to the privacy, peace and quiet of, and the proper use and enjoyment of a residential park by, the other residents of the residential park and to the observance of the park rules of the residential park.

(6) Part 3, Division 2:

After the heading to the Division, insert:

Note: Clause 16 of Schedule 3 makes further provision with respect to the relocation of certain moveable dwellings from one residential site to another.

(7) Section 33 (**Right to assign rights or sub-let**):

At the end of the section, insert:

Note: Clause 4 of Schedule 3 excludes from the operation of this section certain residential tenancy agreements relating to moveable dwellings. That clause implies into those agreements a modified version of the terms implied by this section.

(8) Section 53 (**Termination of residential tenancy agreements**):

In section 53 (a), after "this Part", insert "(or Part 3 of Schedule 3)".

(9) Part 5, Division 2:

After the heading to the Division, insert:

Note: Various provisions of this Division are not available to landlords under residential tenancy agreements relating to certain moveable dwellings. Alternative provisions exist in Schedule 3. Further notes occur under the provisions concerned.

SCHEDULE 1—AMENDMENTS—*continued*

- (10) Section 56 (**Notice of termination on ground that premises are being sold**):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section.

- (11) Section 57 (**Notice of termination on ground of breach of agreement**):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clauses 6, 7 and 8 of Schedule 3 provide alternative grounds for the issuing of such notices.

- (12) Section 58 (**Notice of termination by landlord without any ground**):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clauses 9 and 10 of Schedule 3 provide alternative grounds for issuing such notices. However, this section still applies to those residential tenancy agreements relating to moveable dwellings to which Schedule 3 does not apply.

- (13) Section 60 (**Notice of termination of fixed term agreement without any ground**):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. However, this section still applies to those residential tenancy agreements relating to moveable dwellings to which Schedule 3 does not apply.

- (14) Section 61 (**Notice of termination where agreement frustrated**):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clause 11 of Schedule 3 provides alternative grounds for issuing such notices.

SCHEDULE 1—AMENDMENTS—*continued*

(15) Section 64 (**Application to Tribunal by landlord for termination and order for possession**):

- (a) In section 64 (1) (a) and (3), after “this Part” wherever occurring, insert “(or Part 3 of Schedule 3)”.
- (b) From section 64 (2) (a), omit “in the case of a notice given by the landlord on a ground referred to in section 56 (which relates to termination on the ground that the residential premises are being sold), section 57 (which relates to termination on the ground of breach of the agreement) or section 61 (which relates to termination where the agreement is frustrated)”, insert instead “in the case of a notice given by the landlord on a ground referred to in section 56, 57 or 61 or clause 6, 7, 8, 9, 10 or 11 of Schedule 3”.

(16) Section 69 (**Tribunal may terminate residential tenancy agreement where landlord would otherwise suffer undue hardship**):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents the Tribunal from terminating residential tenancy agreements relating to certain moveable dwellings on application by a landlord under this section. Clause 12 of Schedule 3 provides alternative grounds for terminating such agreements.

(17) Section 85 (**Orders of the Tribunal**):

At the end of the section, insert:

Note: Clause 14 of Schedule 3 excludes certain compensation awards from the limit imposed by subsection (3).

(18) Section 137:

Omit the section, insert instead:

Savings, transitional and other provisions

137. Schedules 2 and 4 have effect.

SCHEDULE 1—AMENDMENTS—*continued*

(19) Schedules 3 and 4:

After Schedule 2, insert:

**SCHEDULE 3—APPLICATION OF ACT TO
CERTAIN MOVEABLE DWELLINGS**

(Sec. 7)

PART 1—PRELIMINARY**Definitions**

1. In this Schedule:

“Crown reserve” has the meaning given to “reserve” in section 78 of the Crown Lands Act 1989;**“dwelling”** means:

(a) a relocatable home; or

(b) a registrable moveable dwelling with a rigid annexe attached to it;

“National Parks and Wildlife reserve” means land that is reserved or dedicated under the National Parks and Wildlife Act 1974;**“residential park”** means a caravan park or manufactured home estate within the meaning of the Local Government Act 1993, whether or not the subject of an approval under that Act;**“residential site”** means a site within a residential park that is used, or is intended to be used, for the installation of a dwelling;**“residential site agreement”** means a residential tenancy agreement under which the landlord grants to the tenant a right to install a dwelling on a residential site (being a dwelling owned by the tenant) and to use the dwelling as a residence, whether or not the right is a right of exclusive occupation.

SCHEDULE 1—AMENDMENTS—*continued*

Application of Schedule

2. (1) This Schedule applies to all residential site agreements (other than those referred to in subclause (2)) and so applies whether they were entered into before or after the commencement of this Schedule.

(2) This Schedule does not apply to the following residential site agreements:

- (a) an agreement made in good faith for the purpose of giving a person a right to install a dwelling on a residential site and to use the dwelling as a residence, for a period of not more than 2 months, for the purpose of a holiday;
- (b) an agreement under which the tenant is a person whose principal place of residence is elsewhere than the residential site;
- (c) an agreement with respect to land within a Crown reserve entered into after the commencement of this Schedule, other than an agreement arising from a lease or licence under section 102 of the Crown Lands Act 1989 to which the Minister administering that Act has granted consent;
- (d) an agreement with respect to land within a National Parks and Wildlife reserve.

PART 2—ADDITIONAL TERMS FOR RESIDENTIAL SITE AGREEMENTS

Offensive behaviour

3. (1) It is an implied term of every residential site agreement to which this Schedule applies that the tenant must not unreasonably restrict or interfere with:

- (a) the privacy, peace and quiet of; or
- (b) the proper use and enjoyment of the residential park by,

the other residents of the residential park.

(2) It is an implied term of every residential site agreement to which this Schedule applies that the tenant

SCHEDULE 1—AMENDMENTS—*continued*

must not contravene any park rules for the residential park, as referred to in Division 3 of Part 3 of this Act.

(3) It is an implied term of every residential site agreement to which this Schedule applies that the landlord must take all reasonable steps to ensure that the landlord's other tenants in the same residential park comply with their obligations under this clause.

Right to assign rights or sub-let

4. (1) It is an implied term of every residential site agreement to which this Schedule applies that:

- (a) the tenant may, with the prior consent of the landlord:
 - (i) assign the whole or part of the tenant's interest under the agreement; or
 - (ii) sub-let the residential site; and
- (b) the landlord must not make any charge for giving such a consent, otherwise than for the landlord's reasonable expenses in giving consent.

(2) It is an implied term of every residential site agreement to which this Schedule applies that the landlord may not unreasonably withhold or refuse consent referred to in subclause (1).

(3) It is not unreasonable for a landlord to withhold or refuse consent to the assignment of the residential site agreement or the sub-letting of the residential site on grounds that would allow the landlord to give a notice of termination of the agreement to the tenant under clause 9.

(4) Section 33 does not apply to a residential site agreement to which this Schedule applies.

PART 3—TERMINATION OF RESIDENTIAL SITE AGREEMENTS BY LANDLORD**Division 1—General****General**

5. (1) A landlord may not issue a notice of termination under section 56, 57, 58, 60 or 61 in relation to a residential site agreement to which this Schedule applies.

SCHEDULE 1—AMENDMENTS—*continued*

(2) A residential site agreement to which this Schedule applies may not be terminated by the Tribunal on the application of the landlord under section 69.

Division 2—Termination for breach of agreement by tenant

Termination by landlord for non-payment of rent

6. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement for non-payment of rent.

(2) A notice of termination must not specify a date for vacating the residential site earlier than 14 days after the day on which the notice is given.

(3) For the purposes of this clause, a tenant is not in breach of a residential site agreement for non-payment of rent unless the rent has remained unpaid for at least 14 days.

Termination by landlord because dwelling is dilapidated

7. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement because of the dilapidated condition of the dwelling installed on the residential site.

(2) A notice of termination may not be given unless:

(a) the breach is serious; and

(b) the landlord has given the tenant a direction requiring the condition of the dwelling to be rectified; and

(c) the tenant has failed to comply with the direction within 90 days after it was given; and

(d) the landlord has (after the expiry of the 90-day period referred to in paragraph (c)) given the tenant a further direction requiring the condition of the dwelling to be rectified; and

SCHEDULE 1—AMENDMENTS—*continued*

(e) the tenant has failed to comply with the further direction within 30 days after it was given.

(3) A notice of termination must not specify a date for vacating the residential site earlier than 60 days after the day on which the notice is given.

(4) A tenant to whom a notice of termination is given may, within 60 days after receiving the notice, apply to the Tribunal for an order rescinding the notice or postponing the date for vacating the residential site.

Termination by landlord for serious or persistent breach of agreement

8. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement otherwise than:

- (a) for non-payment of rent; or
- (b) because of the dilapidated condition of the dwelling.

(2) A notice of termination may not be given unless the alleged breach is either serious or persistent.

(3) A notice of termination must not specify a date for vacating the residential site earlier than 14 days after the day on which the notice is given.

Division 3—Termination otherwise than for breach of agreement by tenant**Termination by landlord for repairs and upgrading**

9. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the landlord requires vacant possession of the residential site in order to comply with an obligation imposed by or under an Act to carry out works (including works in the nature of repairs or upgrading) within the residential site or the residential park.

(2) A notice of termination must not specify a date for vacating the residential site earlier than:

- (a) 90 days after the day on which the notice is given;
- or

SCHEDULE 1—AMENDMENTS—*continued*

- (b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later.

(3) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14.

Termination by landlord for change of use

10. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the residential site is to be used (whether by the landlord or some other person) for a purpose other than that of a residential site.

(2) A notice of termination in respect of a residential site (other than a residential site within a Crown reserve the subject of a residential site agreement entered into after the commencement of this Schedule) must not specify a date for vacating the residential site earlier than:

- (a) 180 days after the day on which the notice is given;
or

- (b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later.

(3) A tenant to whom a notice of termination referred to in subclause (2) is given may, within 60 days after receiving the notice, apply to the Tribunal for an order postponing the date for vacating the residential site.

(4) A notice of termination in respect of a residential site within a Crown reserve the subject of a residential site agreement entered into after the commencement of this Schedule must not specify a date for vacating the residential site earlier than:

- (a) 12 months after the day on which the notice is given; or

SCHEDULE 1—AMENDMENTS—*continued*

- (b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later.

(5) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14.

(6) Compensation is not payable in respect of a residential site agreement for a residential site situated within a Crown reserve (being an agreement entered into after the commencement of this Schedule) if:

- (a) the tenant is informed (when the agreement is entered into) that there is no right of compensation in the event that the agreement is terminated under this clause; and
- (b) the purpose for which the agreement is terminated is for the residential site to be used for a public purpose other than that of a residential site.

Notice of termination where agreement frustrated

11. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the residential site:

- (a) has become wholly or partly uninhabitable, otherwise than as a result of a breach of the agreement; or
- (b) is not lawfully useable for the purposes of a residential site; or
- (c) has been acquired by any authority by compulsory process.

(2) A notice of termination may specify any date as the date for vacating the residential site.

(3) Any rent payable in connection with the residential site agreement abates as from the date for vacating the residential site.

SCHEDULE 1—AMENDMENTS—*continued*

(4) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14, but only if:

- (a) the agreement is terminated on the ground that the residential site is not lawfully useable for the purposes of a residential site; and
- (b) unknown to the tenant, the residential site was not lawfully useable for the purposes of a residential site when the agreement was entered into.

Tribunal may terminate residential site agreement where landlord would otherwise suffer undue hardship

12. (1) The Tribunal may, on the application of the landlord, make an order terminating a residential site agreement if it is satisfied that the landlord would and the tenant would not, in the special circumstances of the case, suffer undue hardship if the landlord:

- (a) were to take steps to terminate the agreement under any other provision of this Part; or
- (b) were otherwise unable to terminate the agreement.

(2) If the Tribunal makes an order terminating a residential site agreement under this clause, the Tribunal:

- (a) must also make an order for the possession of the residential site, specifying the day on which the order takes effect; and
- (b) may make such other orders as it thinks fit.

(3) An application under this clause may be made whether or not notice of termination has been given.

(4) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14.

Relocation of tenant

13. (1) Instead of issuing a notice of termination under this Division, the landlord under a residential site agreement may, by notice in writing, require the tenant to

SCHEDULE 1—AMENDMENTS—*continued*

relocate to a different residential site, whether within the same residential park or some other residential park within a reasonable distance operated by the same landlord.

(2) A notice to relocate must specify the date by which the tenant must relocate, being a date not earlier than:

- (a) 90 days after the notice is given; or
- (b) in the case of a residential site agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later.

(3) A tenant who is required to relocate, or who has relocated, in accordance with the requirements of a notice under this clause is entitled to compensation in accordance with clause 14.

(4) The period of notice that must be given under clause 9 (2) (a) or 10 (2) (a) or (4) (a) is reduced by the period of notice given under this clause in the event that a notice of termination is given under clause 9 or 10 as a result of the tenant failing to relocate as required by the notice.

Compensation for termination or relocation

14. (1) In the case of a tenant who vacates a residential site and relocates to a new residential site in compliance with a notice to relocate under clause 13, the amount of compensation to which the tenant is entitled is to be calculated having regard to the following matters:

- (a) the reasonable costs of removing the dwelling from the old residential site (including the costs of disconnecting any services);
- (b) the reasonable costs of transporting the dwelling and the possessions of its residents to the new residential site;
- (c) the reasonable costs of installing the dwelling at the new residential site (including the costs of connecting to the available services);

SCHEDULE 1—AMENDMENTS—*continued*

- (d) the reasonable costs of repairing any damage to the dwelling arising from the relocation;
- (e) the reasonable costs of landscaping the new residential site so as to bring it up to the condition of the old residential site.

(2) In the case of a tenant who vacates a residential site in compliance with a notice of termination under this Division, the amount of compensation to which the tenant is entitled is to be calculated having regard to the following matters:

- (a) the reasonable costs of removing the dwelling from the old residential site (including the costs of disconnecting any services);
- (b) the reasonable costs of transporting the dwelling to its new location or disposing of the dwelling;
- (c) the reasonable costs of transporting the possessions of the residents of the old residential site to their new place of residence;
- (d) the reasonable costs of repairing any damage to the dwelling arising from the relocation.

(3) Compensation is not payable under subclause (1) (d) or (2) (d) for an amount in excess of the value of the dwelling.

(4) Compensation is not payable under subclause (2) (b) or (c) for a distance of travel of more than 300 kilometres.

(5) Section 85 (3) does not apply to compensation to which a person is entitled under this clause.

PART 4—GENERAL**Relocation of tenant by agreement**

15. The landlord and tenant under a residential site agreement may agree to the relocation of the tenant to a different residential site, whether within the same residential park or some other residential park operated by the same landlord.

SCHEDULE 1—AMENDMENTS—*continued***Effect of relocation generally**

16. (1) If a tenant relocates:

(a) in accordance with a notice to relocate, as referred to in clause 13; or

(b) by agreement, as referred to in clause 15,

the residential site agreement is taken to be varied by substituting the new residential site for the old.

(2) The rent payable under a residential site agreement that is varied may be reduced, but (in the case of a relocation resulting from a notice to relocate under clause 13) may not be increased, by reason of the relocation.

**SCHEDULE 4—SAVINGS, TRANSITIONAL AND
OTHER PROVISIONS CONSEQUENTIAL ON
ENACTMENT OF AMENDING LEGISLATION**

(Sec. 137)

PART 1—PRELIMINARY**Regulations**

1. (1) The regulations may contain provisions of a savings or transitional nature consequent on the enactment of the following Acts:

Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment Act 1994

(2) A provision referred to in subclause (1) may, if the regulations so provide, take effect from the date of assent to the Act concerned or a later date.

(3) To the extent to which a provision referred to in subclause (1) takes effect from a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:

(a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication; or

(b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

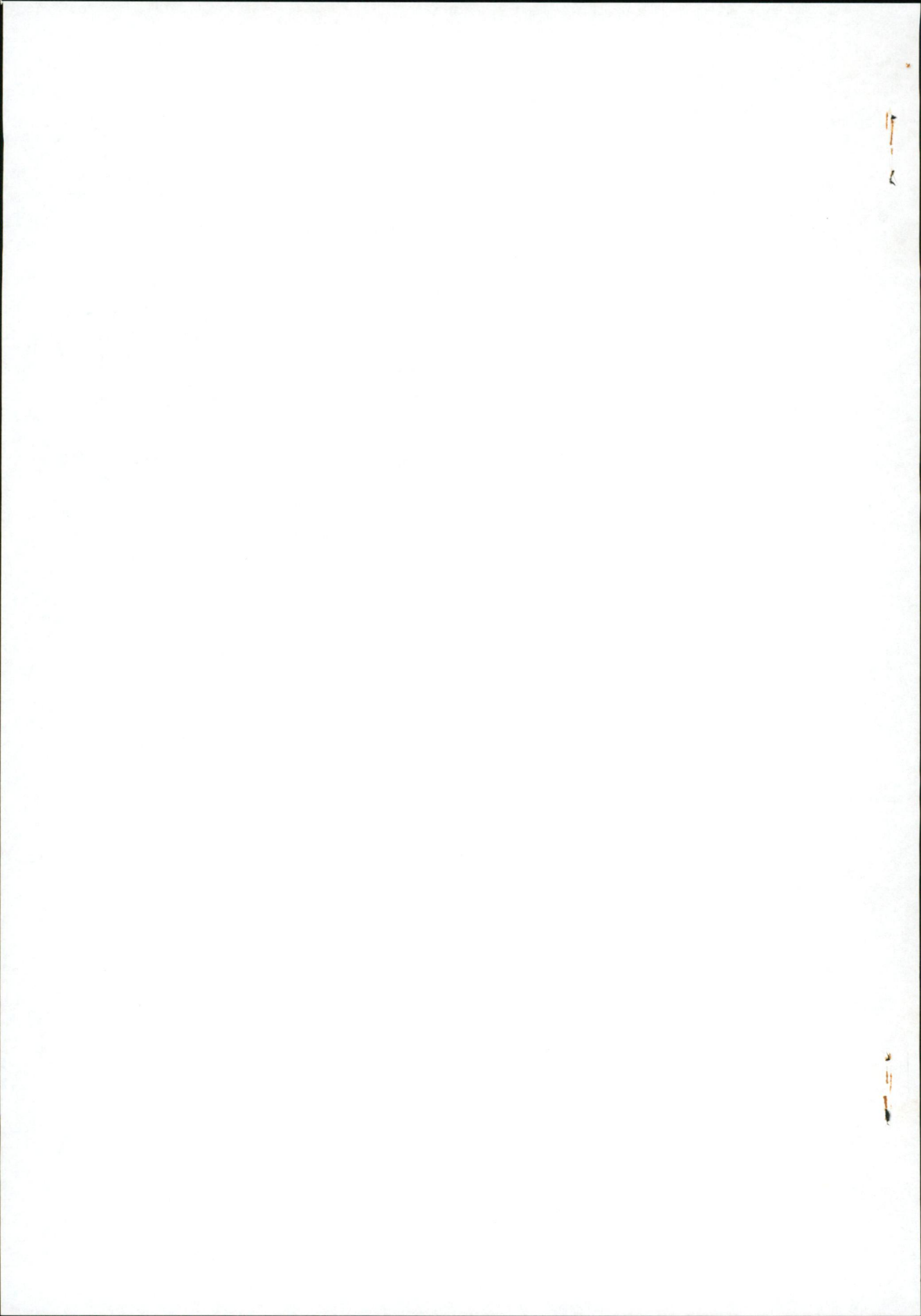
SCHEDULE 1—AMENDMENTS—*continued*

**PART 2—PROVISIONS CONSEQUENTIAL ON
ENACTMENT OF RESIDENTIAL TENANCIES
(CARAVAN PARKS AND MANUFACTURED
HOME ESTATES) AMENDMENT ACT 1994**

**Continuation of unamended Act in certain
circumstances**

2. Schedule 3 does not apply to any action taken under this Act in relation to a residential site agreement that was in force immediately before the commencement of that Schedule and any such action may be continued or completed as if that Schedule had not been enacted.

[*Minister's second reading speech made in—
Legislative Council on 23 November 1994
Legislative Assembly on 2 December 1994*]



SECOND PRINT

**RESIDENTIAL TENANCIES (CARAVAN PARKS AND
MANUFACTURED HOME ESTATES) AMENDMENT
BILL 1994**

NEW SOUTH WALES



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1. Short title
2. Commencement
3. Amendment of Residential Tenancies Act 1987 No. 26

SCHEDULE 1—AMENDMENTS

This PUBLIC BILL originated in the LEGISLATIVE COUNCIL and, having this day passed, is now ready for presentation to the LEGISLATIVE ASSEMBLY for its concurrence.

Legislative Council

Clerk of the Parliaments

NEW SOUTH WALES



Act No. , 1994

An Act to amend the Residential Tenancies Act 1987 with respect to agreements for the installation and use of caravans and manufactured homes in caravan parks and manufactured home estates; and for other purposes.

Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment 1994

The Legislature of New South Wales enacts:

Short title

1. This Act may be cited as the Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment Act 1994.

5 **Commencement**

2. This Act commences on a day or days to be appointed by proclamation.

Amendment of Residential Tenancies Act 1987 No. 26

10 3. The Residential Tenancies Act 1987 is amended as set out in Schedule 1.

SCHEDULE 1—AMENDMENTS

(Sec. 3)

(1) The whole Act:

15 Omit “movable dwelling” and “movable dwellings” wherever occurring, insert instead “moveable dwelling” and “moveable dwellings”, respectively.

(2) Section 3 (**Definitions**):

After section 3 (6), insert:

20 (7) Notes in the text of this Act do not form part of this Act.

(3) Section 7 (**Application of Act to moveable dwellings**):

(a) After section 7 (4), insert:

(5) Schedule 3 has effect.

(b) At the end of the section, insert:

25 **Note:** Schedule 3 contains additional provisions with respect to residential tenancy agreements relating to certain moveable dwellings. These provisions modify the other provisions of this Act in their application to those agreements.

SCHEDULE 1—AMENDMENTS—*continued*(4) Section 16 (**Applications relating to a breach of residential tenancy agreement**):

At the end of the section, insert:

Note: Clauses 9, 10, 11, 12 and 13 of Schedule 3 allow the Tribunal to order compensation if a residential tenancy agreement to which that Schedule applies is terminated otherwise than by reason of the tenant's default or if the tenant relocates to another residential site as an alternative to having the agreement terminated.

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(5) Part 3, Division 1:

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After the heading to the Division, insert:

Note: Clause 3 of Schedule 3 implies additional terms into residential tenancy agreements relating to certain moveable dwellings. The additional terms relate to the privacy, peace and quiet of, and the proper use and enjoyment of a residential park by, the other residents of the residential park and to the observance of the park rules of the residential park.

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(6) Part 3, Division 2:

After the heading to the Division, insert:

Note: Clause 16 of Schedule 3 makes further provision with respect to the relocation of certain moveable dwellings from one residential site to another.

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At the end of the section, insert:

Note: Clause 4 of Schedule 3 excludes from the operation of this section certain residential tenancy agreements relating to moveable dwellings. That clause implies into those agreements a modified version of the terms implied by this section.

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(8) Section 53 (**Termination of residential tenancy agreements**):

In section 53 (a), after "this Part", insert "(or Part 3 of Schedule 3)".

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After the heading to the Division, insert:

Note: Various provisions of this Division are not available to landlords under residential tenancy agreements relating to certain moveable dwellings. Alternative provisions exist in Schedule 3. Further notes occur under the provisions concerned.

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SCHEDULE 1—AMENDMENTS—*continued*

- (10) Section 56 (**Notice of termination on ground that premises are being sold**):

At the end of the section, insert:

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Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section.

- (11) Section 57 (**Notice of termination on ground of breach of agreement**):

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At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clauses 6, 7 and 8 of Schedule 3 provide alternative grounds for the issuing of such notices.

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- (12) Section 58 (**Notice of termination by landlord without any ground**):

At the end of the section, insert:

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Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clauses 9 and 10 of Schedule 3 provide alternative grounds for issuing such notices. However, this section still applies to those residential tenancy agreements relating to moveable dwellings to which Schedule 3 does not apply.

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- (13) Section 60 (**Notice of termination of fixed term agreement without any ground**):

At the end of the section, insert:

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Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. However, this section still applies to those residential tenancy agreements relating to moveable dwellings to which Schedule 3 does not apply.

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- (14) Section 61 (**Notice of termination where agreement frustrated**):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clause 11 of Schedule 3 provides alternative grounds for issuing such notices.

SCHEDULE 1—AMENDMENTS—continued**(15) Section 64 (Application to Tribunal by landlord for termination and order for possession):**

(a) In section 64 (1) (a) and (3), after “this Part” wherever occurring, insert “(or Part 3 of Schedule 3)”. 5

(b) From section 64 (2) (a), omit “in the case of a notice given by the landlord on a ground referred to in section 56 (which relates to termination on the ground that the residential premises are being sold), section 57 (which relates to termination on the ground of breach of the agreement) or section 61 (which relates to termination where the agreement is frustrated)”, insert instead “in the case of a notice given by the landlord on a ground referred to in section 56, 57 or 61 or clause 6, 7, 8, 9, 10 or 11 of Schedule 3”. 10
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(16) Section 69 (Tribunal may terminate residential tenancy agreement where landlord would otherwise suffer undue hardship):

At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents the Tribunal from terminating residential tenancy agreements relating to certain moveable dwellings on application by a landlord under this section. Clause 12 of Schedule 3 provides alternative grounds for terminating such agreements. 20

(17) Section 85 (Orders of the Tribunal):

At the end of the section, insert: 25

Note: Clause 14 of Schedule 3 excludes certain compensation awards from the limit imposed by subsection (3).

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Omit the section, insert instead:

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137. Schedules 2 and 4 have effect.

SCHEDULE 1—AMENDMENTS—*continued*

(19) Schedules 3 and 4:

After Schedule 2, insert:

**SCHEDULE 3—APPLICATION OF ACT TO
CERTAIN MOVEABLE DWELLINGS**

(Sec. 7)

PART 1—PRELIMINARY**Definitions**

1. In this Schedule:

“**Crown reserve**” has the meaning given to “reserve”
in section 78 of the Crown Lands Act 1989;

“**dwelling**” means:

(a) a relocatable home; or

(b) a registrable moveable dwelling with a rigid
annexe attached to it;

“**National Parks and Wildlife reserve**” means land
that is reserved or dedicated under the National Parks
and Wildlife Act 1974;

“**residential park**” means a caravan park or
manufactured home estate within the meaning of the
Local Government Act 1993, whether or not the
subject of an approval under that Act;

“**residential site**” means a site within a residential park
that is used, or is intended to be used, for the
installation of a dwelling;

“**residential site agreement**” means a residential
tenancy agreement under which the landlord grants to
the tenant a right to install a dwelling on a residential
site (being a dwelling owned by the tenant) and to use
the dwelling as a residence, whether or not the right is
a right of exclusive occupation.

SCHEDULE 1—AMENDMENTS—*continued***Application of Schedule**

2. (1) This Schedule applies to all residential site agreements (other than those referred to in subclause (2)) and so applies whether they were entered into before or after the commencement of this Schedule. 5

(2) This Schedule does not apply to the following residential site agreements:

(a) an agreement made in good faith for the purpose of giving a person a right to install a dwelling on a residential site and to use the dwelling as a residence, for a period of not more than 2 months, for the purpose of a holiday; 10

(b) an agreement under which the tenant is a person whose principal place of residence is elsewhere than the residential site; 15

(c) an agreement with respect to land within a Crown reserve, other than an agreement arising from a lease or licence under section 102 of the Crown Lands Act 1989 to which the Minister administering that Act has granted consent; 20

(d) an agreement with respect to land within a National Parks and Wildlife reserve.

PART 2—ADDITIONAL TERMS FOR RESIDENTIAL SITE AGREEMENTS 25**Offensive behaviour**

3. (1) It is an implied term of every residential site agreement to which this Schedule applies that the tenant must not unreasonably restrict or interfere with:

(a) the privacy, peace and quiet of; or 30

(b) the proper use and enjoyment of the residential park by,

the other residents of the residential park.

(2) It is an implied term of every residential site agreement to which this Schedule applies that the tenant must not contravene any park rules for the residential park, as referred to in Division 3 of Part 3 of this Act. 35

SCHEDULE 1—AMENDMENTS—*continued*

5 (3) It is an implied term of every residential site agreement to which this Schedule applies that the landlord must take all reasonable steps to ensure that the landlord's other tenants in the same residential park comply with their obligations under this clause.

Right to assign rights or sub-let

10 4. (1) It is an implied term of every residential site agreement to which this Schedule applies that:

(a) the tenant may, with the prior consent of the landlord:

(i) assign the whole or part of the tenant's interest under the agreement; or

(ii) sub-let the residential site; and

15 (b) the landlord must not make any charge for giving such a consent, otherwise than for the landlord's reasonable expenses in giving consent.

20 (2) It is an implied term of every residential site agreement to which this Schedule applies that the landlord may not unreasonably withhold or refuse consent referred to in subclause (1).

25 (3) It is not unreasonable for a landlord to withhold or refuse consent to the assignment of the residential site agreement or the sub-letting of the residential site on grounds that would allow the landlord to give a notice of termination of the agreement to the tenant under clause 9.

(4) Section 33 does not apply to a residential site agreement to which this Schedule applies.

30 **PART 3—TERMINATION OF RESIDENTIAL
SITE AGREEMENTS BY LANDLORD**

Division 1—General

General

35 5. (1) A landlord may not issue a notice of termination under section 56, 57, 58, 60 or 61 in relation to a residential site agreement to which this Schedule applies.

SCHEDULE 1—AMENDMENTS—*continued*

(2) A residential site agreement to which this Schedule applies may not be terminated by the Tribunal on the application of the landlord under section 69.

Division 2—Termination for breach of agreement by tenant 5**Termination by landlord for non-payment of rent**

6. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement for non-payment of rent. 10

(2) A notice of termination must not specify a date for vacating the residential site earlier than 14 days after the day on which the notice is given.

(3) For the purposes of this clause, a tenant is not in breach of a residential site agreement for non-payment of rent unless the rent has remained unpaid for at least 14 days. 15

Termination by landlord because dwelling is dilapidated 20

7. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement because of the dilapidated condition of the dwelling installed on the residential site. 25

(2) A notice of termination may not be given unless:

(a) the breach is serious; and

(b) the landlord has given the tenant a direction requiring the condition of the dwelling to be rectified; and 30

(c) the tenant has failed to comply with the direction within 90 days after it was given; and

(d) the landlord has (after the expiry of the 90-day period referred to in paragraph (c)) given the tenant a further direction requiring the condition of the dwelling to be rectified; and 35

SCHEDULE 1—AMENDMENTS—*continued*

(e) the tenant has failed to comply with the further direction within 30 days after it was given.

5 (3) A notice of termination must not specify a date for vacating the residential site earlier than 60 days after the day on which the notice is given.

10 (4) A tenant to whom a notice of termination is given may, within 60 days after receiving the notice, apply to the Tribunal for an order rescinding the notice or postponing the date for vacating the residential site.

Termination by landlord for serious or persistent breach of agreement

15 8. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement otherwise than:

(a) for non-payment of rent; or

(b) because of the dilapidated condition of the dwelling.

20 (2) A notice of termination may not be given unless the alleged breach is either serious or persistent.

(3) A notice of termination must not specify a date for vacating the residential site earlier than 14 days after the day on which the notice is given.

25 **Division 3—Termination otherwise than for breach of agreement by tenant**

Termination by landlord for repairs and upgrading

30 9. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the landlord requires vacant possession of the residential site in order to comply with an obligation imposed by or under an Act to carry out works (including works in the nature of repairs or upgrading) within the residential site or the residential park.

35 (2) A notice of termination must not specify a date for vacating the residential site earlier than:

(a) 90 days after the day on which the notice is given; or

SCHEDULE 1—AMENDMENTS—*continued*

- (b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,
whichever is the later. 5
- (3) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14.
- Termination by landlord for change of use**
10. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the residential site is to be used (whether by the landlord or some other person) for a purpose other than that of a residential site. 10
- (2) A notice of termination in respect of a residential site (other than a residential site within a Crown reserve) must not specify a date for vacating the residential site earlier than: 15
- (a) 180 days after the day on which the notice is given;
or 20
- (b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,
whichever is the later.
- (3) A tenant to whom a notice of termination referred to in subclause (2) is given may, within 60 days after receiving the notice, apply to the Tribunal for an order postponing the date for vacating the residential site. 25
- (4) A notice of termination in respect of a residential site within a Crown reserve must not specify a date for vacating the residential site earlier than: 30
- (a) 12 months after the day on which the notice is given; or
- (b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends, 35
whichever is the later.

SCHEDULE 1—AMENDMENTS—*continued*

(5) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14.

5 (6) Compensation is not payable in respect of a residential site agreement for a residential site situated within a Crown reserve if:

10 (a) in the case of an agreement entered into before the commencement of this Schedule, the tenant has been informed (within 6 months after the commencement of this Schedule) that there is no right to compensation in the event that the agreement is terminated under this clause; or

15 (b) in the case of an agreement entered into after the commencement of this Schedule, the tenant is informed (when the agreement is entered into) that there is no right to compensation in the event that the agreement is terminated under this clause,

20 and, in either case, if the purpose for which the agreement is terminated is for the residential site to be used for a public purpose other than that of a residential site.

Notice of termination where agreement frustrated

25 11. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the residential site:

(a) has become wholly or partly uninhabitable, otherwise than as a result of a breach of the agreement; or

30 (b) is not lawfully useable for the purposes of a residential site; or

(c) has been acquired by any authority by compulsory process.

(2) A notice of termination may specify any date as the date for vacating the residential site.

35 (3) Any rent payable in connection with the residential site agreement abates as from the date for vacating the residential site.

SCHEDULE 1—AMENDMENTS—*continued*

(4) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14, but only if:

- (a) the agreement is terminated on the ground that the residential site is not lawfully useable for the purposes of a residential site; and 5
- (b) unknown to the tenant, the residential site was not lawfully useable for the purposes of a residential site when the agreement was entered into. 10

Tribunal may terminate residential site agreement where landlord would otherwise suffer undue hardship

12. (1) The Tribunal may, on the application of the landlord, make an order terminating a residential site agreement if it is satisfied that the landlord would, in the special circumstances of the case, suffer undue hardship if the landlord: 15

- (a) were to take steps to terminate the agreement under any other provision of this Part; or
- (b) were otherwise unable to terminate the agreement. 20

(2) If the Tribunal makes an order terminating a residential site agreement under this clause, the Tribunal:

- (a) must also make an order for the possession of the residential site, specifying the day on which the order takes effect; and 25
- (b) may make such other orders as it thinks fit.

(3) An application under this clause may be made whether or not notice of termination has been given.

(4) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14. 30

Relocation of tenant

13. (1) Instead of issuing a notice of termination under this Division, the landlord under a residential site agreement may, by notice in writing, require the tenant to relocate to a different residential site, whether within the same residential park or some other residential park operated by the same landlord. 35

SCHEDULE 1—AMENDMENTS—*continued*

(2) A notice to relocate must specify the date by which the tenant must relocate, being a date not earlier than:

(a) 90 days after the notice is given; or

5 (b) in the case of a residential site agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later.

10 (3) A tenant who is required to relocate, or who has relocated, in accordance with the requirements of a notice under this clause is entitled to compensation in accordance with clause 14.

15 (4) The period of notice that must be given under clause 9 (2) (a) or 10 (2) (a) or (4) (a) is reduced by the period of notice given under this clause in the event that a notice of termination is given under clause 9 or 10 as a result of the tenant failing to relocate as required by the notice.

Compensation for termination or relocation

20 14. (1) In the case of a tenant who vacates a residential site and relocates to a new residential site in compliance with a notice to relocate under clause 13, the amount of compensation to which the tenant is entitled is to be calculated having regard to the following matters:

25 (a) the reasonable costs of removing the dwelling from the old residential site (including the costs of disconnecting any services);

(b) the reasonable costs of transporting the dwelling and the possessions of its residents to the new residential site;

30 (c) the reasonable costs of installing the dwelling at the new residential site (including the costs of connecting to the available services);

(d) the reasonable costs of repairing any damage to the dwelling arising from the relocation;

35 (e) the reasonable costs of landscaping the new residential site so as to bring it up to the condition of the old residential site.

SCHEDULE 1—AMENDMENTS—*continued*

(2) In the case of a tenant who vacates a residential site in compliance with a notice of termination under this Division, the amount of compensation to which the tenant is entitled is to be calculated having regard to the following matters: 5

- (a) the reasonable costs of removing the dwelling from the old residential site (including the costs of disconnecting any services);
- (b) the reasonable costs of transporting the dwelling to its new location or disposing of the dwelling; 10
- (c) the reasonable costs of transporting the possessions of the residents of the old residential site to their new place of residence;
- (d) the reasonable costs of repairing any damage to the dwelling arising from the relocation. 15

(3) Compensation is not payable under subclause (1) (d) or (2) (d) for an amount in excess of the value of the dwelling.

(4) Compensation is not payable under subclause (2) (b) or (c) for a distance of travel of more than 100 kilometres. 20

(5) Section 85 (3) does not apply to compensation to which a person is entitled under this clause.

PART 4—GENERAL**Relocation of tenant by agreement 25**

15. The landlord and tenant under a residential site agreement may agree to the relocation of the tenant to a different residential site, whether within the same residential park or some other residential park operated by the same landlord. 30

Effect of relocation generally

16. (1) If a tenant relocates:

- (a) in accordance with a notice to relocate, as referred to in clause 13; or

SCHEDULE 1—AMENDMENTS—*continued*

(b) by agreement, as referred to in clause 15,
the residential site agreement is taken to be varied by
substituting the new residential site for the old.

- 5 (2) The rent payable under a residential site agreement
that is varied may be reduced, but (in the case of a
relocation resulting from a notice to relocate under clause
13) may not be increased, by reason of the relocation.

10 **SCHEDULE 4—SAVINGS, TRANSITIONAL AND
OTHER PROVISIONS CONSEQUENTIAL ON
ENACTMENT OF AMENDING LEGISLATION**

(Sec. 137)

PART 1—PRELIMINARY**Regulations**

- 15 1. (1) The regulations may contain provisions of a
savings or transitional nature consequent on the enactment
of the following Acts:

Residential Tenancies (Caravan Parks and Manufactured
Home Estates) Amendment Act 1994

- 20 (2) A provision referred to in subclause (1) may, if the
regulations so provide, take effect from the date of assent
to the Act concerned or a later date.

- 25 (3) To the extent to which a provision referred to in
subclause (1) takes effect from a date that is earlier than
the date of its publication in the Gazette, the provision
does not operate so as:

- 30 (a) to affect, in a manner prejudicial to any person
(other than the State or an authority of the State),
the rights of that person existing before the date of
its publication; or
- (b) to impose liabilities on any person (other than the
State or an authority of the State) in respect of
anything done or omitted to be done before the date
of its publication.

SCHEDULE 1—AMENDMENTS—*continued*

**PART 2—PROVISIONS CONSEQUENTIAL ON
ENACTMENT OF RESIDENTIAL TENANCIES
(CARAVAN PARKS AND MANUFACTURED
HOME ESTATES) AMENDMENT ACT 1994**

5

**Continuation of unamended Act in certain
circumstances**

2. Schedule 3 does not apply to any action taken under this Act in relation to a residential site agreement that was in force immediately before the commencement of that Schedule and any such action may be continued or completed as if that Schedule had not been enacted.

10

FIRST PRINT

**RESIDENTIAL TENANCIES (CARAVAN PARKS AND
MANUFACTURED HOME ESTATES) AMENDMENT
BILL 1994**

NEW SOUTH WALES



EXPLANATORY NOTE

(This Explanatory Note relates to this Bill as introduced into Parliament)

The object of this Bill is to amend the Residential Tenancies Act 1987 so as:

- (a) to imply additional terms into certain residential tenancy agreements (that is, agreements between the proprietors of caravan parks and manufactured home estates and the owners of caravans and manufactured homes installed on residential sites within those parks and estates); and
- (b) to restrict the grounds on which the landlord under such an agreement may issue a notice of termination in respect of the agreement; and
- (c) to provide for the payment of compensation when a notice of termination in respect of such an agreement is issued in circumstances where the tenant under the agreement is not in breach of the agreement; and
- (d) to provide for the relocation of caravans and manufactured homes from one residential site to another under the same residential tenancy agreement; and
- (e) to make other provision of a minor, consequential or ancillary nature; and
- (f) to enact savings and transitional provisions.

Clause 1 specifies the short title of the proposed Act.

Clause 2 provides for the commencement of the proposed Act on a day or days to be appointed by proclamation.

Clause 3 is a formal provision that gives effect to the Schedule of amendments to the Principal Act.

SCHEDULE 1—AMENDMENTS

General

Part 1 of proposed Schedule 3 (to be inserted by Schedule 1 (19) to the proposed Act) contains a definitions clause and an application clause.

Proposed clause 1 defines the expressions “Crown reserve”, “dwelling”, “National Parks and Wildlife reserve”, “residential park”, “residential site” and “residential site agreement” for the purposes of the proposed Schedule. A residential site agreement is a residential tenancy agreement under which the landlord grants to the tenant a right to install a dwelling on a residential site (being a dwelling owned by the tenant) and to use the dwelling as a residence, whether or not the right is a right of exclusive occupation.

Proposed clause 2 applies the proposed Schedule to all residential site agreements other than the following:

- (a) agreements made in good faith for the purpose of giving a person a right to install a dwelling on a residential site and to use the dwelling as a residence, for a period of not more than 2 months, for the purpose of a holiday;
- (b) agreements under which the tenant under some other residential site agreement grants a sub-lease of the residential site;
- (c) agreements under which the tenant is a person whose principal place of residence is elsewhere than the residential site;
- (d) agreements with respect to land within a Crown reserve, other than an agreement arising from a lease or licence under section 102 of the Crown Lands Act 1989 to which the Minister administering that Act has granted consent;
- (e) agreements with respect to land within a National Parks and Wildlife reserve.

Implied terms

Part 2 of proposed Schedule 3 contains provisions that imply additional terms into all residential site agreements to which the Schedule applies.

Proposed clause 3 prohibits tenants from unreasonably restricting or interfering with the privacy, peace or quiet of, or the proper use and enjoyment of the residential park by, other residents of the residential park. It also requires tenants to observe the park rules for the residential park. It also requires the landlord to take all reasonable steps to ensure that other tenants comply with their obligations under the proposed clause.

Proposed clause 4 ensures that a tenant may assign or sub-let a residential site, with the consent of the landlord, and that such consent is not to be unreasonably refused. The clause excludes certain residential site agreements from the operation of section 33 of the Principal Act.

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LEGISLATIVE COUNCIL

Residential Tenancies (Caravan Parks and Manufactured Home Estates)
Amendment Bill 1994

First Print

Amendments to be moved in Committee

No. 1 Page 8, Schedule 1. After line 27, insert:

PART 3 - RENT INCREASES AND EXCESSIVE RENTS

General

5. Division 2 of Part 4 of the Act does not apply to a residential site agreement to which this Schedule applies.

Increase of rent

6. (1) The rent payable by a tenant under a residential site agreement must not be increased except by notice in writing given to the tenant specifying the amount of the increased rent and the day from which the increased rent is payable.

(2) A day specified as the day from which increased rent is payable:

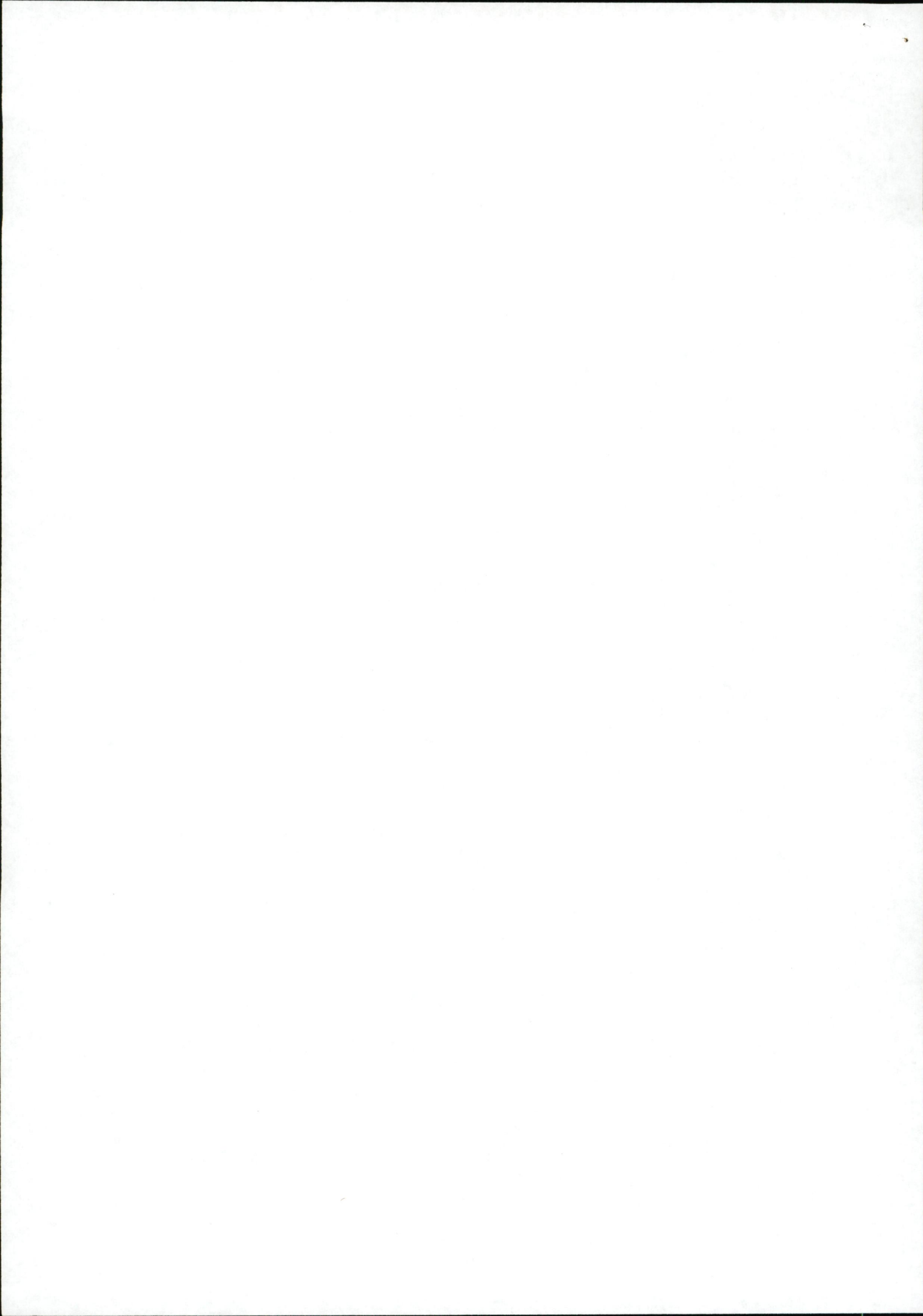
- (a) must not be earlier than 90 days after the day on which the notice of the increase is given; and
- (b) must not be earlier than 12 months after:
 - (i) the rent first became payable under the residential site agreement; or
 - (ii) the rent was last increased,
 whichever is the later.

(3) A later notice may cancel a notice given under this clause or may provide for a lesser increase than that specified in the earlier notice.

(4) A later notice has effect instead of the earlier notice and takes effect from the date on which the earlier notice was to take effect.

(5) A notice of increase of rent given in accordance with this clause (and not cancelled by a later notice or affected by any order of the Tribunal) varies the residential site agreement so that the increased rent specified in the notice becomes payable under the agreement from the day specified in the notice.

4



(6) The rent payable by a tenant under a residential site agreement that creates a tenancy for a fixed term must not be increased during the currency of the term unless the amount of the increase, or a method for calculating the amount of the increase, is set out in the agreement.

(7) A rent increase is not payable by a tenant under a residential site agreement (including a rent increase permitted under subclause (6) or provided for in a proposed residential site agreement for a residential site already occupied by the tenant) unless the rent is increased in accordance with this clause or by an order of the Tribunal.

(8) A landlord must not contravene this clause.

Maximum penalty: 5 penalty units.

Tenant may apply for an order that a rent increase is excessive

7. (1) A tenant under a residential site agreement may apply to the Tribunal for an order declaring that a rent increase is excessive.

(2) The application must be made not later than 60 days after:

- (a) the tenant is given notice of the rent increase; or
- (b) the tenant is given notice of a rent increase payable under a proposed residential site agreement for a residential site already occupied by the tenant,

whichever is the later.

Tenant may apply for an order that rent is excessive

8. (1) A tenant under a residential site agreement may, at any time, apply to the Tribunal for an order declaring that the rent payable:

- (a) under a residential site agreement; or
- (b) under a proposed residential site agreement for a residential site already occupied by the tenant,

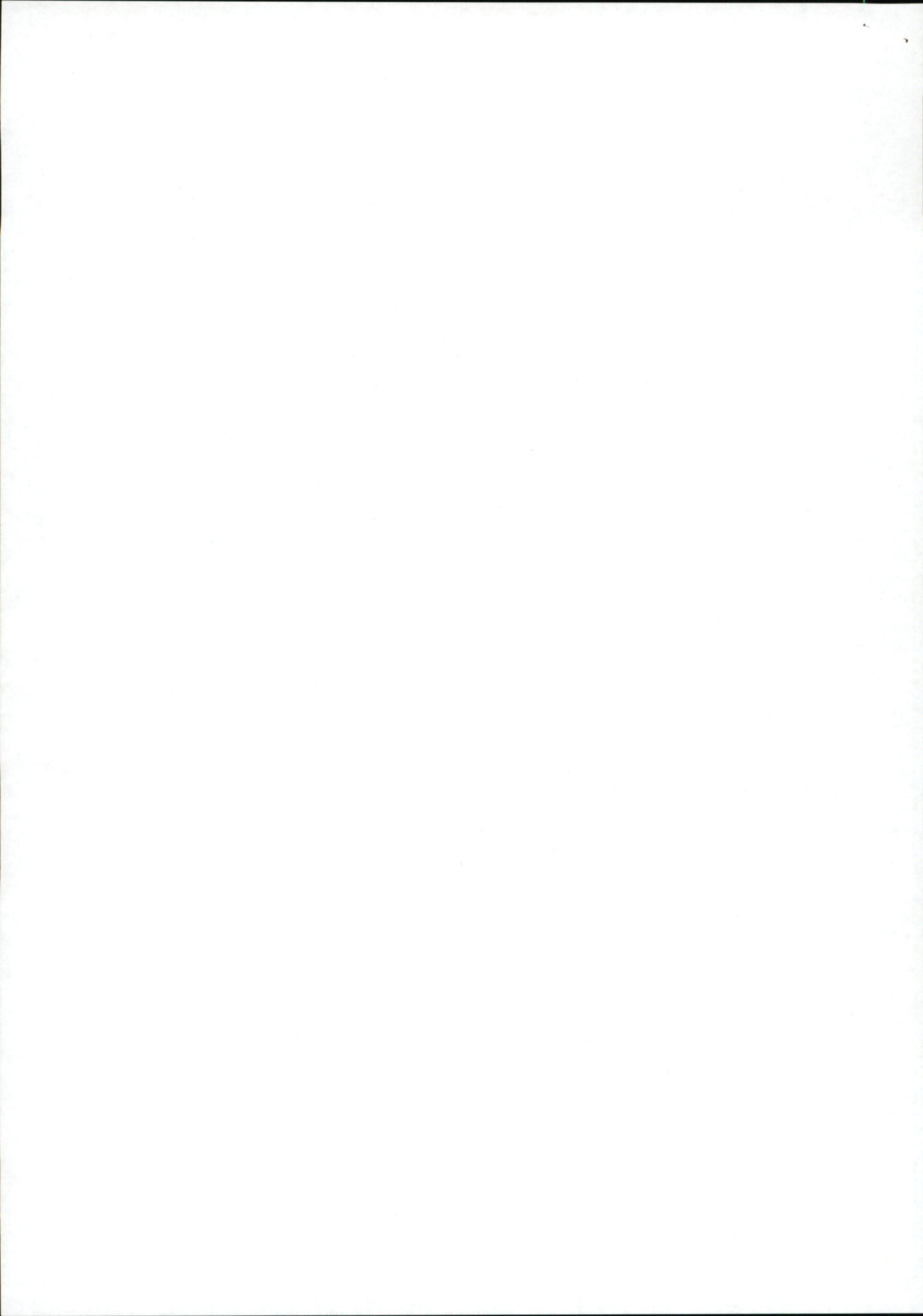
is excessive, having regard to the reduction or withdrawal by the landlord of any goods, services or facilities provided with the site.

(2) This clause applies whether or not the goods, services or facilities are provided under the agreement or under a separate contract, agreement or arrangement or were provided under a previous contract, agreement or arrangement.

Matters to be considered in determining rent applications

9. In determining whether or not a rent increase or rent payable under a residential site agreement or a proposed residential site agreement for a residential site is excessive, the Tribunal may have regard to any one or more of the following:

- (a) the general market level of rents for a comparable residential site in the locality or a similar locality;
- (b) the value of the residential site;
- (c) the amount of any outgoings in respect of the residential site required to be borne by the landlord under the agreement or proposed agreement;
- (d) the estimated cost of any services provided by the landlord or the tenant under the agreement or proposed agreement;
- (e) the value and nature of any goods, services or facilities provided with the residential site;



- (f) the amenities provided in the residential site and the general condition of the site;
- (g) any work done to the residential site by or on behalf of the tenant, to which the landlord has consented;
- (h) any other relevant matter.

Orders as to excessive rent increases or rents

10. (1) The Tribunal may, on application by a tenant under this Part, determine that a rent increase or rent is excessive.

(2) If the Tribunal determines that a rent increase is excessive, the Tribunal may order that from a day specified by the Tribunal (not being earlier than the date from which the increased rent became payable) the rent must not exceed an amount specified by the Tribunal and may make such other orders as it thinks fit.

(3) If the Tribunal determines that a rent is excessive having regard to the reduction or withdrawal by the landlord of any goods, services or facilities provided with the site, the Tribunal may order that from a day specified by the Tribunal (not being earlier than the date of that reduction or withdrawal) the rent must not exceed an amount specified by the Tribunal and may make such other orders as it thinks fit.

(4) An order made by the Tribunal specifying a maximum amount of rent:

- (a) has effect for such period, not exceeding 12 months, as is specified by the Tribunal in the order; and
- (b) binds only the parties to the residential site agreement or the proposed residential site agreement under which the rent is payable.

Payments under separate agreements

11. If:

- (a) the residential site occupied by a tenant is held under a residential site agreement; and
- (b) goods or fittings in, or connected with the tenant's occupation of, the site are let to the tenant by a separate agreement,

the Tribunal may, in making any order under this Part, declare the separate agreement to be part of the residential site agreement and may make orders in respect of that agreement as if any amounts payable under the separate agreement were payable under the residential site agreement.

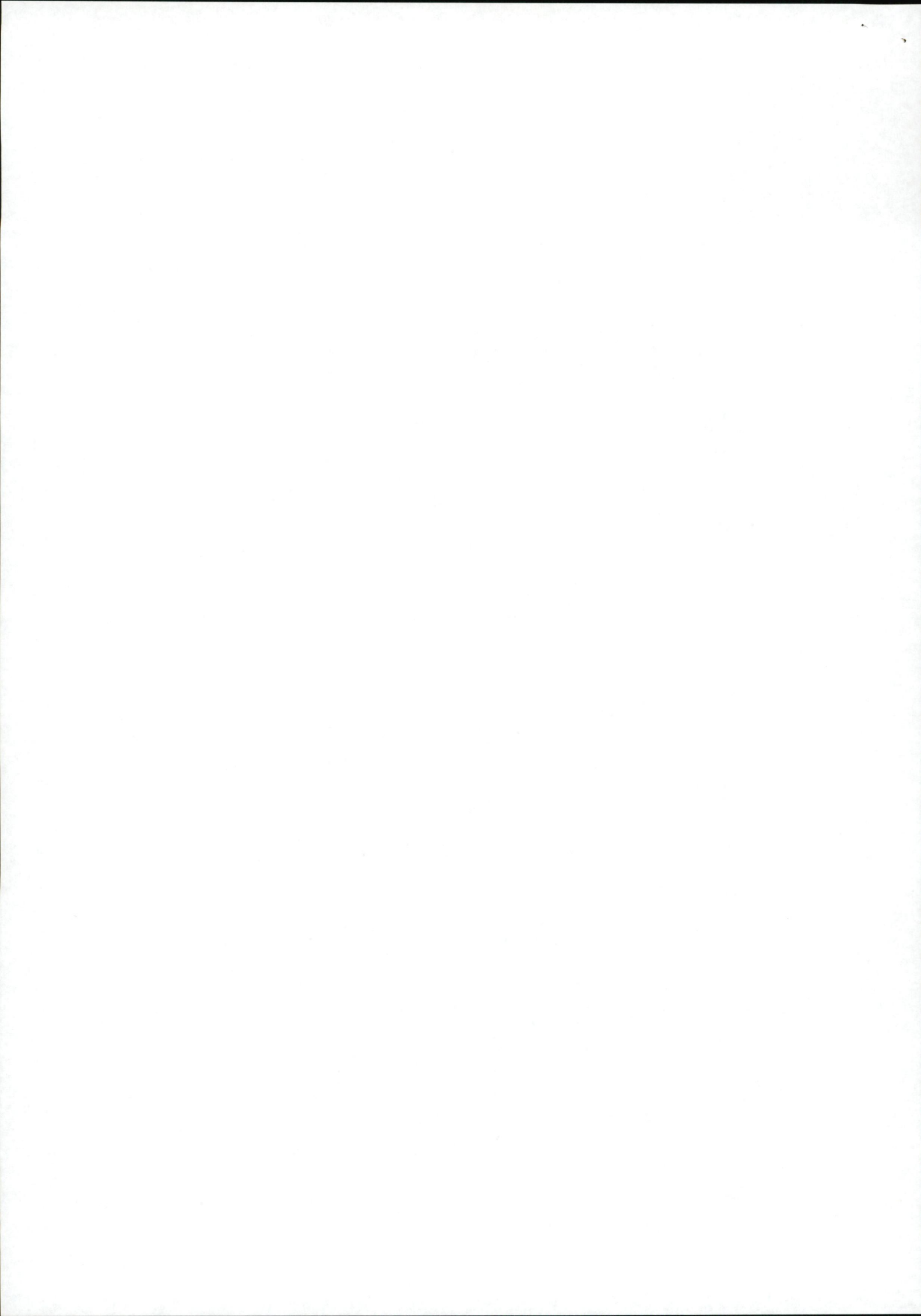
Interim orders suspending rent increases or rent

12. If an application is made to the Tribunal for an order that a rent increase or rent is excessive, the Tribunal may, if it is of the opinion that the circumstances so require, make an order that has the effect of suspending payment of the whole or part of the rent increase or the rent until such time as the Tribunal finally determines the application.

Contravention of rent order

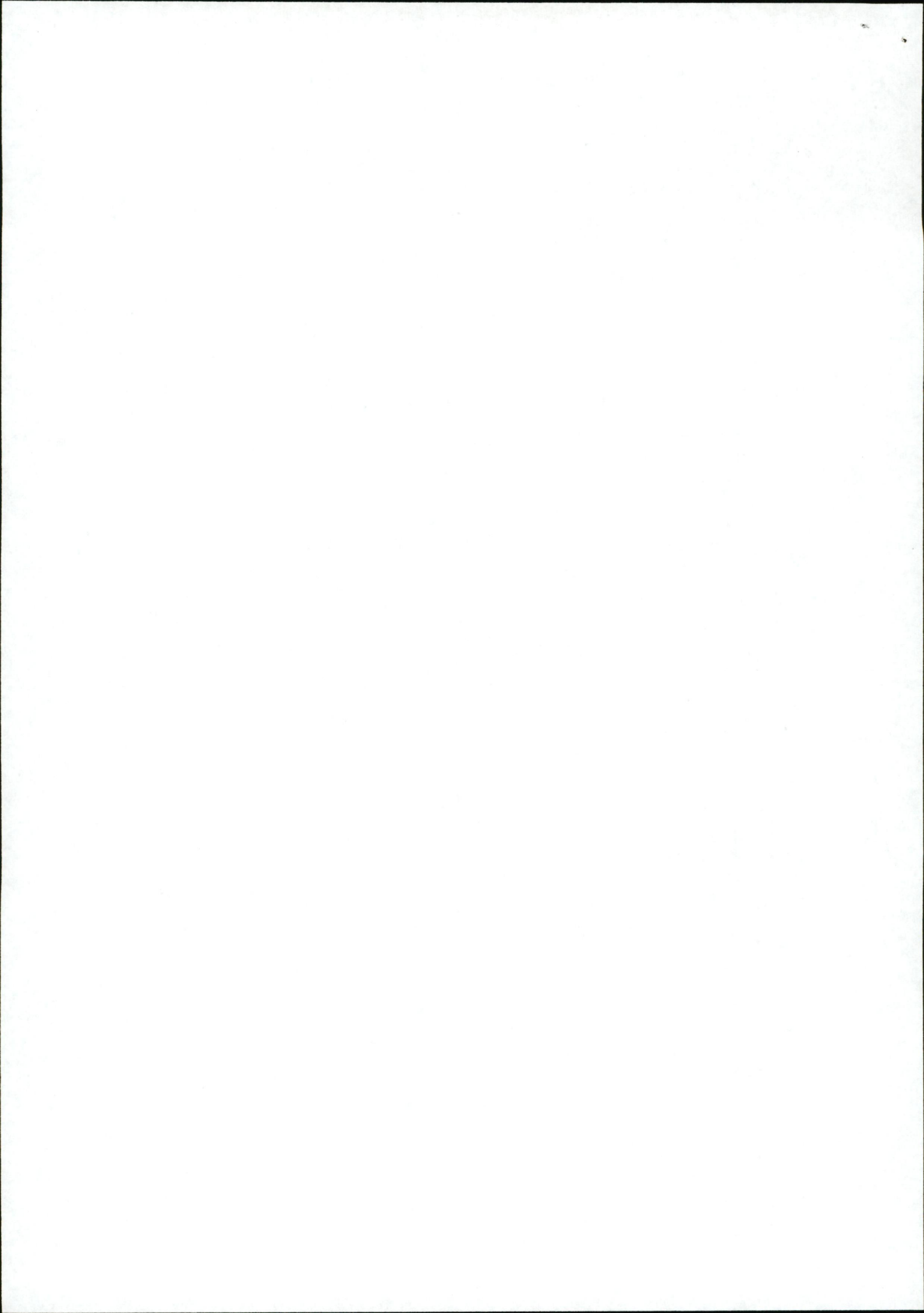
13. (1) A landlord must not wilfully contravene an order that rent must not exceed an amount specified by the Tribunal.

Maximum penalty: 50 penalty units.



(2) A person (other than a landlord) must not demand, require or receive any rent from a tenant of an amount exceeding an amount specified by the Tribunal.
Maximum penalty: 50 penalty units.

(3) A court before which proceedings for an offence under this clause have been brought or the Tribunal, on application by a tenant, may (in addition to any other penalty) order the person who committed the offence or any person on whose behalf that person acted to pay to the tenant against whom the offence was committed an amount equal to the amount of any rent unlawfully received from the tenant.



No. 2 Page 15, Schedule 1. After line 28, insert:

Residents' association may appear in proceedings under this Schedule

17. (1) With the leave of the Tribunal granted on the application of a tenant, a residents' association may appear and be represented, by a barrister, solicitor or agent, at any proceedings arising under this Schedule.

(2) In this clause, "residents' association" means an association of persons formed for the purpose of advancing or protecting the interests of the tenants of residential parks, whether formed with respect to residential parks generally or with respect to one or more specific residential parks.

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Termination of residential site agreements by the landlord

Part 3 of proposed Schedule 3 contains provisions with respect to the termination of residential site agreements by the landlord.

Division 1—Preliminary

Proposed clause 5 provides that a landlord under a residential site agreement to which the proposed Schedule applies may not issue a notice of termination under section 56, 57, 58, 60 or 61 of the Principal Act and that such an agreement may not be terminated by the Tribunal on the application of the landlord under section 69 of the Principal Act.

Division 2—Termination for breach of agreement by tenant

Proposed clause 6 enables a landlord to issue a notice of termination to a tenant who is in breach of a residential site agreement for non-payment of rent.

Proposed clause 7 enables a landlord to issue a notice of termination to a tenant who is in breach of a residential site agreement because of the dilapidated condition of the dwelling installed on the residential site.

Proposed clause 8 enables a landlord to issue a notice of termination to a tenant who is in serious or persistent breach of a residential site agreement on some other ground than non-payment of rent or the condition of the dwelling installed on the residential site.

Division 3—Termination otherwise than for breach of agreement by tenant

Proposed clause 9 enables a landlord to issue a notice of termination to a tenant on the ground that the residential site, or the residential park in which it is situated, requires maintenance. The clause provides for the payment of compensation in the event that such a notice is issued.

Proposed clause 10 enables a landlord to issue a notice of termination to a tenant on the ground that the residential site is to be used for a purpose other than that of a residential site. The clause provides for the payment of compensation in the event that such a notice is issued.

Proposed clause 11 enables a landlord to issue a notice of termination to a tenant on the ground that the agreement has become frustrated as the residential site is no longer physically or legally useable as a residential site. The clause provides for the payment of compensation in the event that such a notice is issued.

Proposed clause 12 enables the Tribunal to terminate a residential site agreement if it is satisfied that it is necessary to do so to avoid undue hardship for the landlord. The clause provides for the payment of compensation in the event that an agreement is so terminated.

Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment 1994

Proposed clause 13 enables a landlord to require a tenant to relocate as an alternative to issuing a notice of termination under proposed clause 9, 10 or 11. The clause provides for the payment of compensation in the event that a tenant relocates in accordance with such a requirement.

Proposed clause 14 provides for the assessment of compensation payable under proposed clauses 9–13, and provides that the monetary limit set by section 85 (3) of the Principal Act does not apply.

Relocation of tenants

Part 4 of Schedule 3 contains provisions with respect to the relocation of tenants.

Proposed clause 15 provides for the relocation of a tenant from one residential site to another by agreement with the landlord.

Proposed clause 16 provides for the variation of a residential site agreement when a tenant relocates, whether by compulsion or by agreement.

Minor, consequential and ancillary provisions

The proposed Act contains the following minor, consequential and ancillary provisions:

- (a) a provision replacing “movable dwelling” with “moveable dwelling” throughout the Principal Act, so as to bring the spelling of that expression into line with the spelling used in the Local Government Act 1993 (Schedule 1 (1));
- (b) a provision providing that notes in the text to the Principal Act do not form part of the Act (Schedule 1 (2));
- (c) provisions inserting notes throughout the Act to draw attention to the provisions of proposed Schedule 3 (Schedule 1 (3)–(7), (9)–(14), (16) and (17));
- (d) provisions consequentially amending sections 53, 64 and 137 of the Principal Act (Schedule 1 (8), (15) and (18));
- (e) a provision enacting a formal provision to give effect to proposed Schedule 3 (Schedule 1 (3)).

Savings and transitional provisions

Proposed Schedule 4 contains provisions of a savings or transitional nature and enables the Governor to make regulations containing further provisions of a savings or transitional nature (Schedule 1 (19)).

FIRST PRINT

**RESIDENTIAL TENANCIES (CARAVAN PARKS AND
MANUFACTURED HOME ESTATES) AMENDMENT
BILL 1994**

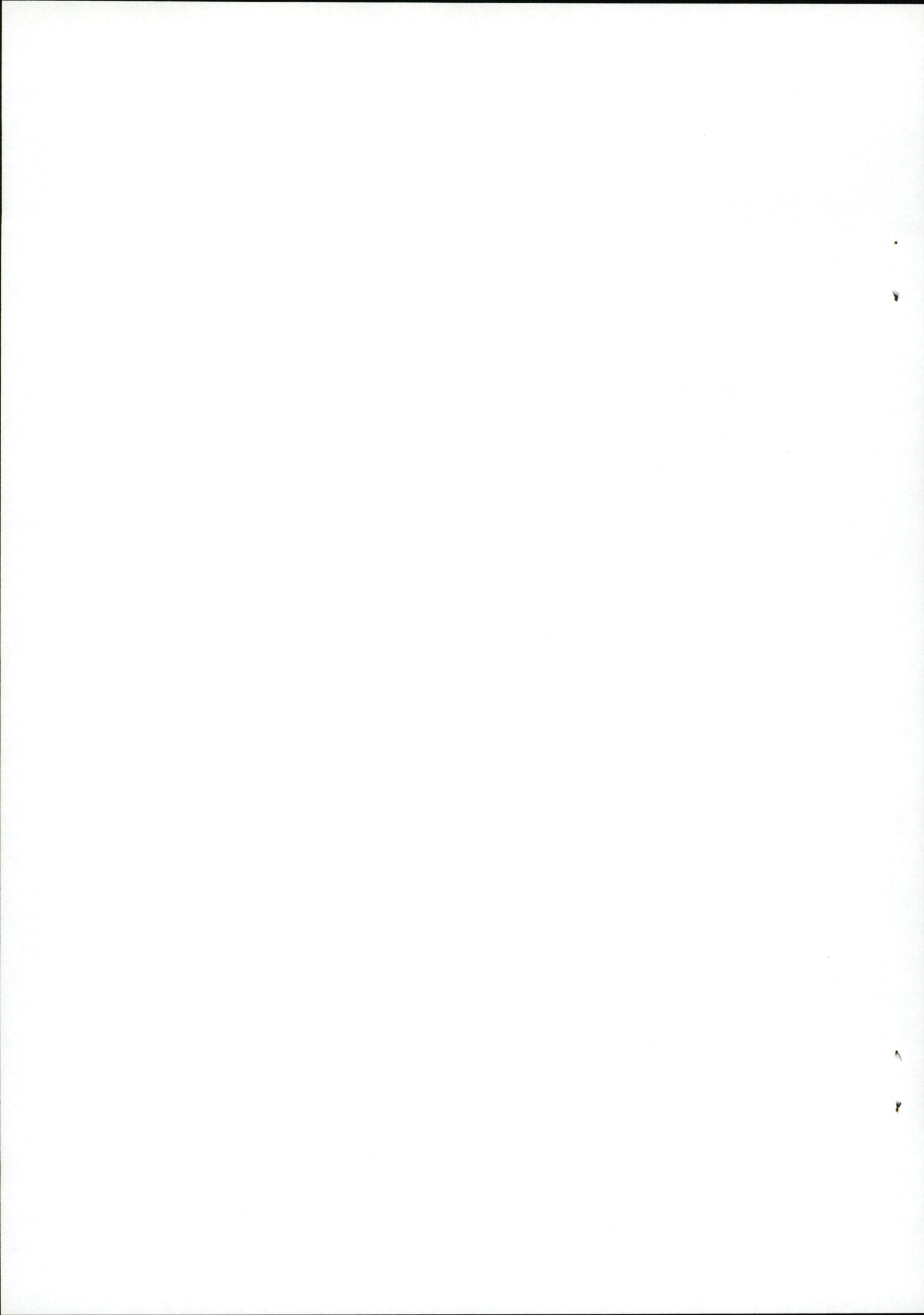
NEW SOUTH WALES



TABLE OF PROVISIONS

1. Short title
2. Commencement
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SCHEDULE 1—AMENDMENTS



**RESIDENTIAL TENANCIES (CARAVAN PARKS AND
MANUFACTURED HOME ESTATES) AMENDMENT
BILL 1994**

NEW SOUTH WALES



No. , 1994

A BILL FOR

An Act to amend the Residential Tenancies Act 1987 with respect to agreements for the installation and use of caravans and manufactured homes in caravan parks and manufactured home estates; and for other purposes.

The Legislature of New South Wales enacts:**Short title**

1. This Act may be cited as the Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment Act 1994.

5 **Commencement**

2. This Act commences on a day or days to be appointed by proclamation.

Amendment of Residential Tenancies Act 1987 No. 26

10 3. The Residential Tenancies Act 1987 is amended as set out in Schedule 1.

SCHEDULE 1—AMENDMENTS

(Sec. 3)

(1) The whole Act:

15 Omit “movable dwelling” and “movable dwellings” wherever occurring, insert instead “moveable dwelling” and “moveable dwellings”, respectively.

(2) Section 3 (**Definitions**):

After section 3 (6), insert:

20 (7) Notes in the text of this Act do not form part of this Act.

(3) Section 7 (**Application of Act to moveable dwellings**):

(a) After section 7 (4), insert:

(5) Schedule 3 has effect.

(b) At the end of the section, insert:

25 **Note:** Schedule 3 contains additional provisions with respect to residential tenancy agreements relating to certain moveable dwellings. These provisions modify the other provisions of this Act in their application to those agreements.

SCHEDULE 1—AMENDMENTS—*continued*

- (4) **Section 16 (Applications relating to a breach of residential tenancy agreement):**
 At the end of the section, insert:
Note: Clauses 9, 10, 11, 12 and 13 of Schedule 3 allow the Tribunal to order compensation if a residential tenancy agreement to which that Schedule applies is terminated otherwise than by reason of the tenant's default or if the tenant relocates to another residential site as an alternative to having the agreement terminated. 5
- (5) **Part 3, Division 1:** 10
 After the heading to the Division, insert:
Note: Clause 3 of Schedule 3 implies additional terms into residential tenancy agreements relating to certain moveable dwellings. The additional terms relate to the privacy, peace and quiet of, and the proper use and enjoyment of a residential park by, the other residents of the residential park and to the observance of the park rules of the residential park. 15
- (6) **Part 3, Division 2:**
 After the heading to the Division, insert:
Note: Clause 16 of Schedule 3 makes further provision with respect to the relocation of certain moveable dwellings from one residential site to another. 20
- (7) **Section 33 (Right to assign rights or sub-let):**
 At the end of the section, insert:
Note: Clause 4 of Schedule 3 excludes from the operation of this section certain residential tenancy agreements relating to moveable dwellings. That clause implies into those agreements a modified version of the terms implied by this section. 25
- (8) **Section 53 (Termination of residential tenancy agreements):**
 In section 53 (a), after "this Part", insert "(or Part 3 of Schedule 3)". 30
- (9) **Part 5, Division 2:**
 After the heading to the Division, insert:
Note: Various provisions of this Division are not available to landlords under residential tenancy agreements relating to certain moveable dwellings. Alternative provisions exist in Schedule 3. Further notes occur under the provisions concerned. 35

SCHEDULE 1—AMENDMENTS—*continued*

- (10) Section 56 (**Notice of termination on ground that premises are being sold**):

At the end of the section, insert:

5 **Note:** Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section.

- (11) Section 57 (**Notice of termination on ground of breach of agreement**):

10 At the end of the section, insert:

Note: Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clauses 6, 7 and 8 of Schedule 3 provide alternative grounds for the issuing of such notices.

- 15 (12) Section 58 (**Notice of termination by landlord without any ground**):

At the end of the section, insert:

20 **Note:** Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clauses 9 and 10 of Schedule 3 provide alternative grounds for issuing such notices. However, this section still applies to those residential tenancy agreements relating to moveable dwellings to which Schedule 3 does not apply.

- 25 (13) Section 60 (**Notice of termination of fixed term agreement without any ground**):

At the end of the section, insert:

30 **Note:** Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. However, this section still applies to those residential tenancy agreements relating to moveable dwellings to which Schedule 3 does not apply.

- (14) Section 61 (**Notice of termination where agreement frustrated**):

At the end of the section, insert:

35 **Note:** Clause 5 of Schedule 3 prevents landlords under residential tenancy agreements relating to certain moveable dwellings from issuing notices of termination under this section. Clause 11 of Schedule 3 provides alternative grounds for issuing such notices.

SCHEDULE 1—AMENDMENTS—*continued*

- (15) Section 64 (**Application to Tribunal by landlord for termination and order for possession**):
- (a) In section 64 (1) (a) and (3), after “this Part” wherever occurring, insert “(or Part 3 of Schedule 3)”. 5
- (b) From section 64 (2) (a), omit “in the case of a notice given by the landlord on a ground referred to in section 56 (which relates to termination on the ground that the residential premises are being sold), section 57 (which relates to termination on the ground of breach of the agreement) or section 61 (which relates to termination where the agreement is frustrated)”, insert instead “in the case of a notice given by the landlord on a ground referred to in section 56, 57 or 61 or clause 6, 7, 8, 9, 10 or 11 of Schedule 3”. 10
15
- (16) Section 69 (**Tribunal may terminate residential tenancy agreement where landlord would otherwise suffer undue hardship**):
- At the end of the section, insert: 20
- Note:** Clause 5 of Schedule 3 prevents the Tribunal from terminating residential tenancy agreements relating to certain moveable dwellings on application by a landlord under this section. Clause 12 of Schedule 3 provides alternative grounds for terminating such agreements.
- (17) Section 85 (**Orders of the Tribunal**): 25
- At the end of the section, insert:
- Note:** Clause 14 of Schedule 3 excludes certain compensation awards from the limit imposed by subsection (3).
- (18) Section 137:
- Omit the section, insert instead: 30
- Savings, transitional and other provisions**
137. Schedules 2 and 4 have effect.

SCHEDULE 1—AMENDMENTS—*continued*

(19) Schedules 3 and 4:

After Schedule 2, insert:

**SCHEDULE 3—APPLICATION OF ACT TO
CERTAIN MOVEABLE DWELLINGS**

(Sec. 7)

PART 1—PRELIMINARY**Definitions**

1. In this Schedule:

“**Crown reserve**” has the meaning given to “reserve”
in section 78 of the Crown Lands Act 1989;

“**dwelling**” means:

(a) a relocatable home; or

(b) a registrable moveable dwelling with a rigid
annexe attached to it;

“**National Parks and Wildlife reserve**” means land
that is reserved or dedicated under the National Parks
and Wildlife Act 1974;

“**residential park**” means a caravan park or
manufactured home estate within the meaning of the
Local Government Act 1993, whether or not the
subject of an approval under that Act;

“**residential site**” means a site within a residential park
that is used, or is intended to be used, for the
installation of a dwelling;

“**residential site agreement**” means a residential
tenancy agreement under which the landlord grants to
the tenant a right to install a dwelling on a residential
site (being a dwelling owned by the tenant) and to use
the dwelling as a residence, whether or not the right is
a right of exclusive occupation.

SCHEDULE 1—AMENDMENTS—*continued***Application of Schedule**

2. (1) This Schedule applies to all residential site agreements (other than those referred to in subclause (2)) and so applies whether they were entered into before or after the commencement of this Schedule. 5

(2) This Schedule does not apply to the following residential site agreements:

(a) an agreement made in good faith for the purpose of giving a person a right to install a dwelling on a residential site and to use the dwelling as a residence, for a period of not more than 2 months, for the purpose of a holiday; 10

(b) an agreement under which the tenant under some other residential site agreement to which this Schedule applies grants a sub-lease of the residential site; 15

(c) an agreement under which the tenant is a person whose principal place of residence is elsewhere than the residential site; 20

(d) an agreement with respect to land within a Crown reserve, other than an agreement arising from a lease or licence under section 102 of the Crown Lands Act 1989 to which the Minister administering that Act has granted consent; 25

(e) an agreement with respect to land within a National Parks and Wildlife reserve.

Note: Clause 2 of Schedule 4 suspends the operation of this Schedule in relation to agreements entered into before its commencement for the period of 6 months following its commencement. 30

**PART 2—ADDITIONAL TERMS FOR
RESIDENTIAL SITE AGREEMENTS**

Offensive behaviour

3. (1) It is an implied term of every residential site agreement to which this Schedule applies that the tenant must not unreasonably restrict or interfere with: 35

(a) the privacy, peace and quiet of; or

(b) the proper use and enjoyment of the residential park by,

the other residents of the residential park. 40

SCHEDULE 1—AMENDMENTS—*continued*

5 (2) It is an implied term of every residential site agreement to which this Schedule applies that the tenant must not contravene any park rules for the residential park, as referred to in Division 3 of Part 3 of this Act.

10 (3) It is an implied term of every residential site agreement to which this Schedule applies that the landlord must take all reasonable steps to ensure that the landlord's other tenants in the same residential park comply with their obligations under this clause.

Right to assign rights or sub-let

15 4. (1) It is an implied term of every residential site agreement to which this Schedule applies that:

(a) the tenant may, with the prior consent of the landlord:

(i) assign the whole or part of the tenant's interest under the agreement; or

(ii) sub-let the residential site; and

20 (b) the landlord must not make any charge for giving such a consent, otherwise than for the landlord's reasonable expenses in giving consent.

25 (2) It is an implied term of every residential site agreement to which this Schedule applies that the landlord may not unreasonably withhold or refuse consent referred to in subclause (1).

(3) Section 33 does not apply to a residential site agreement to which this Schedule applies.

**PART 3—TERMINATION OF RESIDENTIAL
SITE AGREEMENTS BY LANDLORD**

Division 1—General

General

35 5. (1) A landlord may not issue a notice of termination under section 56, 57, 58, 60 or 61 in relation to a residential site agreement to which this Schedule applies.

(2) A residential site agreement to which this Schedule applies may not be terminated by the Tribunal on the application of the landlord under section 69.

SCHEDULE 1—AMENDMENTS—*continued***Division 2—Termination for breach of agreement by tenant****Termination by landlord for non-payment of rent**

6. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement for non-payment of rent. 5

(2) A notice of termination must not specify a date for vacating the residential site earlier than 14 days after the day on which the notice is given. 10

(3) For the purposes of this clause, a tenant is not in breach of a residential site agreement for non-payment of rent unless the rent has remained unpaid for at least 14 days. 15

Termination by landlord because dwelling is dilapidated

7. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement because of the dilapidated condition of the dwelling installed on the residential site. 20

- (2) A notice of termination may not be given unless:
- (a) the breach is serious; and
 - (b) the landlord has given the tenant a direction requiring the condition of the dwelling to be rectified; and 25
 - (c) the tenant has failed to comply with the direction within 90 days after it was given; and
 - (d) the landlord has (after the expiry of the 90-day period referred to in paragraph (c)) given the tenant a further direction requiring the condition of the dwelling to be rectified; and 30
 - (e) the tenant has failed to comply with the further direction within 30 days after it was given. 35

SCHEDULE 1—AMENDMENTS—*continued*

(3) A notice of termination must not specify a date for vacating the residential site earlier than 60 days after the day on which the notice is given.

(4) A tenant to whom a notice of termination is given may, within 60 days after receiving the notice, apply to the Tribunal for an order rescinding the notice or postponing the date for vacating the residential site.

Termination by landlord for serious or persistent breach of agreement

8. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the tenant is in breach of the agreement otherwise than:

(a) for non-payment of rent; or

(b) because of the dilapidated condition of the dwelling.

(2) A notice of termination may not be given unless the alleged breach is either serious or persistent.

(3) A notice of termination must not specify a date for vacating the residential site earlier than 14 days after the day on which the notice is given.

Division 3—Termination otherwise than for breach of agreement by tenant

Termination by landlord for maintenance

9. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the landlord requires vacant possession of the residential site in order to comply with an obligation imposed by or under an Act with respect to the maintenance of the residential site or the residential park.

(2) A notice of termination must not specify a date for vacating the residential site earlier than:

(a) 90 days after the day on which the notice is given; or

(b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later.

SCHEDULE 1—AMENDMENTS—*continued*

(3) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14.

Termination by landlord for change of use 5

10. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the residential site is to be used (whether by the landlord or some other person) for a purpose other than that of a residential site. 10

(2) A notice of termination in respect of a residential site (other than a residential site within a Crown reserve) must not specify a date for vacating the residential site earlier than:

(a) 180 days after the day on which the notice is given; or 15

(b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later. 20

(3) A tenant to whom a notice of termination referred to in subclause (2) is given may, within 60 days after receiving the notice, apply to the Tribunal for an order postponing the date for vacating the residential site.

(4) A notice of termination in respect of a residential site within a Crown reserve must not specify a date for vacating the residential site earlier than: 25

(a) 12 months after the day on which the notice is given; or

(b) in the case of an agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends, 30

whichever is the later.

(5) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14. 35

SCHEDULE 1—AMENDMENTS—*continued*

(6) Compensation is not payable in respect of a residential site agreement for a residential site situated within a Crown reserve if:

- 5 (a) in the case of an agreement entered into before the commencement of this Schedule, the tenant has been informed (within 6 months after the commencement of this Schedule) that there is no right to compensation in the event that the agreement is terminated under this clause; or
- 10 (b) in the case of an agreement entered into after the commencement of this Schedule, the tenant is informed (when the agreement is entered into) that there is no right to compensation in the event that the agreement is terminated under this clause,
- 15

and, in either case, if the purpose for which the agreement is terminated is for the residential site to be used for a public purpose other than that of a residential site.

Notice of termination where agreement frustrated

20 11. (1) A landlord may give notice of termination of a residential site agreement to the tenant on the ground that the residential site:

- 25 (a) has become wholly or partly uninhabitable, otherwise than as a result of a breach of the agreement; or
- (b) is not lawfully useable for the purposes of a residential site; or
- (c) has been acquired by any authority by compulsory process.

30 (2) A notice of termination may specify any date as the date for vacating the residential site.

(3) Any rent payable in connection with the residential site agreement abates as from the date for vacating the residential site.

35 (4) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14, but only if:

- 40 (a) the agreement is terminated on the ground that the residential site is not lawfully useable for the purposes of a residential site; and

SCHEDULE 1—AMENDMENTS—*continued*

- (b) unknown to the tenant, the residential site was not lawfully useable for the purposes of a residential site when the agreement was entered into.

Tribunal may terminate residential site agreement where landlord would otherwise suffer undue hardship 5

12. (1) The Tribunal may, on the application of the landlord, make an order terminating a residential site agreement if it is satisfied that the landlord would, in the special circumstances of the case, suffer undue hardship if the landlord: 10

- (a) were to take steps to terminate the agreement under any other provision of this Part; or

- (b) were otherwise unable to terminate the agreement.

(2) If the Tribunal makes an order terminating a residential site agreement under this clause, the Tribunal: 15

- (a) must also make an order for the possession of the residential site, specifying the day on which the order takes effect; and

- (b) may make such other orders as it thinks fit. 20

(3) An application under this clause may be made whether or not notice of termination has been given.

(4) A tenant whose residential site agreement is terminated under this clause is entitled to compensation in accordance with clause 14. 25

Relocation of tenant

13. (1) Instead of issuing a notice of termination under this Division, the landlord under a residential site agreement may, by notice in writing, require the tenant to relocate to a different residential site, whether within the same residential park or some other residential park operated by the same landlord. 30

(2) A notice to relocate must specify the date by which the tenant must relocate, being a date not earlier than:

- (a) 90 days after the notice is given; or 35

- (b) in the case of a residential site agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends,

whichever is the later.

SCHEDULE 1—AMENDMENTS—*continued*

5 (3) A tenant who is required to relocate, or who has relocated, in accordance with the requirements of a notice under this clause is entitled to compensation in accordance with clause 14.

10 (4) The period of notice that must be given under clause 9 (2) (a) or 10 (2) (a) or (4) (a) is reduced by the period of notice given under this clause in the event that a notice of termination is given under clause 9 or 10 as a result of the tenant failing to relocate as required by the notice.

Compensation for termination or relocation

15 14. (1) In the case of a tenant who vacates a residential site and relocates to a new residential site, the amount of compensation to which the tenant is entitled is to be calculated having regard to the following matters:

- 20 (a) the reasonable costs of removing the dwelling from the old residential site (including the costs of disconnecting any services);
- (b) the reasonable costs of transporting the dwelling and the possessions of its residents to the new residential site;
- 25 (c) the reasonable costs of installing the dwelling at the new residential site (including the costs of connecting to the available services);
- (d) the reasonable costs of repairing any damage to the dwelling arising from the relocation;
- (e) the reasonable costs of landscaping the new residential site so as to bring it up to the condition of the old residential site.

30 (2) In the case of a tenant who vacates a residential site but does not relocate to a new residential site, the amount of compensation to which the tenant is entitled is to be calculated having regard to the following matters:

- 35 (a) the reasonable costs of removing the dwelling from the old residential site (including the costs of disconnecting any services);

SCHEDULE 1—AMENDMENTS—*continued*

- (b) the reasonable costs of transporting the dwelling to its new location or disposing of the dwelling;
- (c) the reasonable costs of transporting the possessions of the residents of the old residential site to their new place of residence; 5
- (d) the reasonable costs of repairing any damage to the dwelling arising from the relocation.
- (3) Section 85 (3) does not apply to compensation to which a person is entitled under this clause. 10

PART 4—GENERAL**Relocation of tenant by agreement**

15. The landlord and tenant under a residential site agreement may agree to the relocation of the tenant to a different residential site, whether within the same residential park or some other residential park operated by the same landlord. 15

Effect of relocation generally

16. (1) If a tenant relocates:
- (a) in accordance with a notice to relocate, as referred to in clause 13; or 20
- (b) by agreement, as referred to in clause 15,
- the residential site agreement is taken to be varied by substituting the new residential site for the old.
- (2) The rent payable under a residential site agreement that is varied may be reduced, but (in the case of a relocation resulting from a notice to relocate under clause 13) may not be increased, by reason of the relocation. 25

SCHEDULE 4—SAVINGS, TRANSITIONAL AND OTHER PROVISIONS CONSEQUENT ON ENACTMENT OF AMENDING LEGISLATION 30

(Sec. 137)

PART 1—PRELIMINARY**Regulations**

1. (1) The regulations may contain provisions of a savings or transitional nature consequent on the enactment of the following Acts: 35

SCHEDULE 1—AMENDMENTS—*continued*

Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment Act 1994

5 (2) A provision referred to in subclause (1) may, if the regulations so provide, take effect from the date of assent to the Act concerned or a later date.

10 (3) To the extent to which a provision referred to in subclause (1) takes effect from a date that is earlier than the date of its publication in the Gazette, the provision does not operate so as:

(a) to affect, in a manner prejudicial to any person (other than the State or an authority of the State), the rights of that person existing before the date of its publication; or

15 (b) to impose liabilities on any person (other than the State or an authority of the State) in respect of anything done or omitted to be done before the date of its publication.

20 **PART 2—PROVISIONS CONSEQUENTIAL ON ENACTMENT OF RESIDENTIAL TENANCIES (CARAVAN PARKS AND MANUFACTURED HOME ESTATES) AMENDMENT ACT 1994**

Application of Sch. 3 to existing agreements

25 2. Schedule 3 does not apply to residential site agreements that were in force immediately before the commencement of that Schedule until the date occurring 6 months after that commencement.

Continuation of unamended Act in certain circumstances

30 3. Schedule 3 does not apply to any action taken under this Act in relation to a residential site agreement that was in force immediately before the commencement of that Schedule (being action taken within the period of 6 months

SCHEDULE 1—AMENDMENTS—*continued*

following that commencement) and any such action may be continued or completed as if that Schedule had not been enacted.
