

A park owner or park manager of a residential park must not restrict your right to seek and obtain independent advice before entering into a residential tenancy agreement in relation to residential premises in a residential park.

Prior to entering into a new residential tenancy agreement under which you will be a resident in a residential park, a park owner must provide you with a list of questions and answers that cover the following matters:

- 1) What restrictions are there on a resident in the use of his or her premises and the park facilities about:
 - a) having someone else live in the premises, and
 - b) having visitors, including overnight and short-stay guests, and
 - c) car parking, and
 - d) pets, and
 - e) any other matter?
- 2) Is there any restriction on the type of moveable dwelling allowed at the park?
- 3) What can the resident put on the residential site besides the moveable dwelling (such as a carport or garden shed?) The answer to this should take into account:
 - a) what the park owner will permit, and
 - b) what the local council will permit, and
 - c) what regulations made under the Local Government Act 1993 will permit.
- 4) If the park is sold, what protection does a resident have against loss of rights?
- 5) Are residents liable for any additional or extraordinary charges (other than rent) and, if so, for what purpose?



- 6) Are there any restrictions on the resident regarding the sale of the residents moveable dwelling and, in particular, is there any prohibition on the on-site sale of that dwelling?
- 7) Is the park currently authorised under the Local Government Act 1993 and, if so, are there any restrictions?
- 8) What facilities are there available for delivery of mail to the park residents?
- 9) Are there restrictions on the use of common facilities? If so, what hours are the facilities available and who may use the facilities?
- 10) Is the park owner aware of any arrangement or restriction on the residents, or the park owners, use of the residential site or the residential park, now or in the future.
- 11) What is the size of the relevant residential site?
- 12) Has any development application been made during the past 5 years under the Environmental Planning and Assessment Act 1979 for the redevelopment of the park or for a change of use of the land on which the park is situated.
- 13) Have notices of termination been given to any residents during the past 12 months in connection with any proposed redevelopment of the park or any proposed change of use of the land on which the park is situated.
- 14) Would the park owner be prepared to buy the residents moveable dwelling if the resident were to decide to live elsewhere?
- 15) Is the park situated within a Crown reserve or a National Parks and Wildlife reserve?

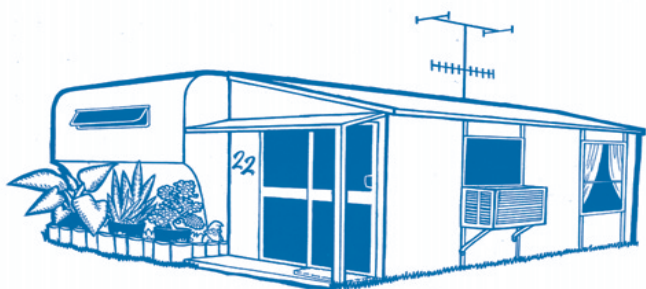


16) What arrangements exist for the supply of energy to the residential site, and at what cost to the resident will energy be supplied?

The park owner must not enter into a residential tenancy agreement unless the prospective resident has been provided with the following documents:

- a) a copy of the document that provides written answers to questions 1-16,
- b) a copy of the park rules for the residential park,
- c) a document that clearly states that a residents right to occupy residential premises under such an agreement:
 - i) is a leasehold right or other right
 - ii) of an unlimited or perpetual nature, and
 - iii) may, in certain circumstances, be terminated
- d) such other documents as are prescribed by the regulations for the purposes of this paragraph.

This Question and Answer document is just one of the documents that must be provided to you before you enter into an agreement to live on the park. In addition to this document you should receive your site agreement or tenancy agreement in writing before you sign it. Any additional terms should be clearly labelled in a separate part of the agreement. A written copy of the park rules should be given to you and you should receive a booklet from the Office of Fair Trading called Residential Park Living.



The information contained in this factsheet is not legal advice and is intended as a general guide only. Individual advice can be obtained from your local Tenants Advice Service.

NSW Tenants' Advice Services

Northern Sydney	9884 9605
Southern Sydney	9787 4679
Western Sydney (Baulkham Hills, Hawkesbury, Penrith)	9413 2677 1800 625 956
Western Sydney (Auburn, Parramatta, Blacktown, Holroyd)	8833 0911
Western Sydney (Blue Mountains)	1300 363 967
South West Sydney	4628 1678
Freecall	1800 631 993
Central Coast	4353 5515
Hunter	4969 7666
Freecall	1800 654 504
Mid North Coast	6583 9866
Freecall	1800 777 722
Northern Rivers	6621 1022
Freecall	1800 649 135
Illawarra / South Coast	4274 3475
Freecall	1800 807 225
North West NSW	6772 4698
Freecall	1800 836 268
South West NSW	6361 5307 or
Freecall	1800 642 609



Independent community organisations funded by the Office of Fair Trading

Special Services for Koori tenants

Inner West Sydney	9564 5367 1800 772 721
Western Aboriginal Tenants Advice and Advocacy Service (WATAAS)	6882 3611 1800 810 233
Southern NSW (Murra Mia)	4472 9363 or 1800 672 185
Northern NSW Aboriginal TAAS	6643 4426 or 1800 248 913
Central Coast, Newcastle:	(02) 4921 7879

Specialist resource service for residential parks

Park and Village Service (PAVS)
Level 1 The Harris Centre
97 Quarry St, Ultimo 2007
9566 1010, Toll free 1800 177 688



Park and Village Service is auspiced by the Combined Pensioners and Superannuants Association of NSW. PAVS provides resources, advice, advocacy and back-up to tenancy services regarding residential parks.