

If you live in a residential park, rent a site for a dwelling that you own and the Residential Parks Act applies to you, you have a right to sell the dwelling onsite unless your agreement expressly prohibits on site sale. This right does not cover people who live in a park that is within a Crown reserve or a national park. Seek advice from your local Tenants Advice and Advocacy Service if you live in a Crown reserve or national park.

It is important that you read your agreement carefully before you sign it.

If you sign an agreement with a clause prohibiting on-site sales, it will be very hard to sell your home if you need to move from the park for any reason such as moving to a retirement village or nursing home. You will have to move the home off the park site to sell it. That is expensive and your home could be damaged when it is moved. Your home will not be as valuable off the park as it would be on the park.

You do not have to agree to additional terms that restrict your right to sell your home on-site and can ask the park owner to remove them before signing the agreement.

Warning

If you already have an agreement, you cannot be forced to sign a new one when it expires. If you are offered a new agreement, check carefully to see whether it has a clause stopping you from selling on-site.



For Sale Signs

You must tell the park owner if you want to put a "For Sale" sign up. Your agreement may have a clause stopping you from having a "For Sale" sign on the site.

However whilst the park owner may restrict the size or use of a "For Sale" sign which you place on the ground (the site) the park owner cannot limit signs attached to your home. Advice on restrictions on "For Sale" signs must be provided in the Questions and Answers document for all new residents moving into a park from 10 April 2006.

If you are selling your dwelling to the park owner

If the park owner is the only potential purchaser of your dwelling and you cannot agree on a fair price, you or the park owner can apply to the Consumer, Trader and Tenancy Tribunal to determine the value of the dwelling. The Tribunal will not consider the dwelling's location. The value placed on your home by the Tribunal is not binding on you or the park owner. Contact your local Tenant Advice Service before taking this option.

Assignment

If the person who buys your home wants to live in the park, you will need to get the park owner's written permission to assign the agreement to the buyer. To avoid disputes this should be in writing. The park owner cannot unreasonably withhold consent to the assignment, if your home is a manufactured home or a van with a rigid annexe and the home is your principal residence. Special conditions apply to Crown Reserves or National Parks. Seek advice if you live in a Crown reserve or national park.

Park owners acting as selling agents






You do not have to use the park owner as a selling agent if you do not want to. The choice of agent is yours. If the park owner acts as your selling agent there has to be a written agreement between you and the park owner. The agreement must specify the amount of commission, or the way to calculate it. The park owner is not entitled to a commission on a sale unless the dwelling was sold as a result of the park owner acting as selling agent.

No Premium for keeping a sold dwelling on-site

The park owner may agree that your house can remain on-site after you have sold it and ended your residential site agreement. However, s/he cannot charge a premium for this, either to you or to any buyer.

Disputes:

The Tribunal will hear disputes about:

-  Whether a commission or any other cost is payable to the park owner;
-  The amount of any commission, or any other cost payable to the park owner;
-  Interference by the park owner in the sale of your home;
-  The park owner unreasonably withholding consent to assign a site agreement; or
-  The value of your home if the park owner is buying it (this value is not binding on you or the park owner)

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.