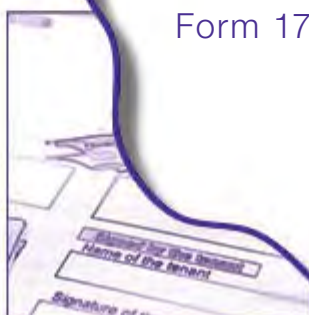


Renting a caravan or moveable dwelling in Queensland

Form 17b



Assistance information



Translating and Interpreting Service

If you need interpreting assistance to help you understand the information in this booklet, please contact the Translating and Interpreting Service on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority.

Arabic

إذا كنت بحاجة إلى مساعدة في الترجمة لفهم المعلومات الموجودة في هذا الكتيب، يرجى الاتصال بخدمة الترجمة الخطية والشفهية على الرقم 131450 (بكلفة مكالمات محلية) واطلب التحدث مع سلطة الإيجارات السكنية.

Bosnian

Ako trebate pomoć tumača da biste razumjeli ovu knjižicu, molimo Vas da nazovete Službu prevodilaca i tumača (Translating and Interpreting Service) na 13 14 50 (po cijeni lokalnog poziva) i pitajte da Vas spoje sa Upravom stanovanja (Residential Tenancies Authority).

Chinese (Simplified)

如果你需要传译员帮助你理解这本小册子所含信息的意思，请致电翻译服务处，电话号码：13 14 50 (本地电话费)，并要求接驳住宅房屋租赁办公室 (Residential Tenancies Authority)。

Chinese (Traditional)

如果你需要傳譯員幫助你理解這本小冊子所含信息的意思，請致電翻譯服務處，電話號碼：13 14 50 (本地電話費)，並要求接駁住宅房屋租賃辦公室 (Residential Tenancies Authority)。

Croatian

Ako trebate pomoć tumača za razumijevanje ove knjižice, molimo Vas da nazovete Službu prevodilaca i tumača (Translating and Interpreting Service) na 13 14 50 (po cijeni lokalnog poziva) i pitajte da Vas spoje sa Upravom stanovanja (Residential Tenancies Authority).

Dari

اگر ترجمان میخواهید تا به شما کمک کند که معلومات این دفترچه را بفهمید به اداره ترجمان کتبی و شفاهی به شماره ۱۳۱۴۵۰ (به قیمت یک تلفون محلی) تلیفون کنید و بخواهید که با مسئول اجاره خانه های مسکونی (Residential Tenancies Authority) گپ بزنید.

Farsi

اگر برای درک اطلاعات مند رج در این دفترچه به مترجم احتیاج دارید تا شما را کمک نماید، لطفاً بوسیله تلفن شماره ۱۳۱۴۵۰ (به هزینه یک تلفن داخلی) با اداره ترجمه کتبی و شفاهی تماس حاصل فرمائید و بخواهید که با مسئول اجاره خانه های مسکونی (Residential Tenancies Authority) صحبت کنید.

Filipino (Tagalog)

Kung kailangan mo ng tulong sa pagsasalín o pagpapaliwanag ng wika upang maintindihan ang impormasyon sa buket na ito, pakí tawagan ang **Serbisyo sa Pagsasalín at Pagpapaliwanag o Pag-iinterpreté ng Wika sa 13 14 50** (sa halaga ng tawag na lokal) at hilinging makipag-usap sa Awtoridad ng mga Pagpapa-upa at Pag-upa ng Tirahan (Residential Tenancies Authority).

Indonesian

Jika Anda membutuhkan bantuan juru bahasa untuk membantu Anda memahami informasi di dalam *booklet* ini, silahkan menghubungi Layanan Penerjemahan dan Kejurubahasaan (**Translating and Interpreting Service**) melalui telepon 13 14 50 (untuk tarif pulsa lokal) dan minta disambungkan ke bagian *Residential Tenancies Authority*.

Japanese

本冊子の内容を理解するために通訳の援助が必要な場合は、13 14 50の翻訳通訳サービス(市内通話料金のみ)まで連絡し、レジデンシャル・テナンシーズ・オーソリティー(賃貸住宅権威機関)に話すように依頼してください。

Khmer

បើលោកអ្នកត្រូវការជំនួយបកប្រែភាសាដើម្បីជួយលោកអ្នកឲ្យយល់ព័ត៌មាននៅក្នុងកូនសៀវភៅនេះ សូមទាក់ទង **Translating and Interpreting Service** (សេវាបកប្រែភាសា) តាមទូរស័ព្ទលេខ **13 14 50** (សេវាប្រើទូរស័ព្ទក្នុងតំបន់) ហើយសុំនិយាយទៅកាន់ **Residential Tenancies Authority** (អាជ្ញាធរទទួលបន្ទុកការជួលផ្ទះសំបែង)។

Korean

이 책자의 내용을 이해하는데 통역 서비스의 지원이 필요하실 경우 통역 번역 서비스 **13 14 50** (시내 통화 요금)에 연락하신 후, 주택 임대대 기관 (Residential Tenancies Authority)에 연결하도록 요청하십시오.

Samoan

Afai ete manaomia le fesoasoani faamatalaupū e fesoasoani ia te oe ina ia e malamalama ai i faamatalaga o loo i lenei tama'itusi faafesootai le **Auaunaga o Faamatalaupū ma Faaliliupū ile 13 14 50** (ile tau o telefoni i pitonuu) ma fesili ile Pule o Nofoga Mau Tototgi ete talanoa ia.

Serbian

Уколико Вам је потребан преводилац да бисте разумели информације у овој књижици, молимо назовите **Службу преводилаца и тумача (Translating and Interpreting Service)** на **13 14 50** (по цени локалног позива) и тражите Управу за становање (Residential Tenancies Authority).

Spanish

Si necesita la ayuda de un intérprete para poder comprender la información contenida en este folleto, por favor contacte al **Servicio de Traducción e Interpretación en el número 131450** (por el precio de una llamada local) y solicite que lo comuniquen con la Administración de Inquilinatos Residenciales - "Residential Tenancies Authority".

Thai

หากท่านจำเป็นต้องได้รับความช่วยเหลือในการแปลภาษาเพื่อช่วยท่านให้เข้าใจข้อมูลในเอกสารคู่มือฉบับนี้ โปรดติดต่อ **Translating and Interpreting Service** (บริการแปลภาษา) ที่โทรศัพท์หมายเลข **13 14 50** (ค่าบริการโทรภายใน) และขอพูดกับ Residential Tenancies Authority

Tigrinya

ኣብዚ ጥራዕ እዚ ዘሉ ሓበሬታ ንምርዳእ ናይ ምስጥርንም ኣገዛ እንድስር ኣድሊዩኩም፣ ብቼሶሪ ስልኪ 131450 (ብናይ ሃገር ሙከራ ጥፋ) ናብ ግልጋል-ት ምስጥርንም ምስጥርንም ደግሞ ምስ ስዓል ሙዚ ክራይ ሙንሪ ኣብይቲ ንምርዳብ ስጉቱ ።

Vietnamese

Nếu quý vị cần giúp đỡ về thông dịch để hiểu được thông tin trong tập sách nhỏ này, xin vui lòng điện thoại **Dịch Vụ Thông Phiên Dịch qua số 13 14 50** (trả phí tổn cước gọi địa phương) và xin nói chuyện với Thẩm Quyền Về Thuê Nhà Ở (Residential Tenancies Authority).

Hearing and Speech Impairment: National Relay Service

If you are deaf, or have a hearing or speech impairment and you use TTY or computer modem, call 13 36 77

Disability Information and Awareness Line (DIAL)

Brisbane (07) 3224 8444
(toll-free within Australia) 1800 177 120
Fax (07) 3896 3467
TTY (07) 3896 3471
(toll-free within Australia) 1800 010 222
Email disabilityinfo@disability.qld.gov.au

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Disclaimer: This information statement summarises the law, but it is not the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act). The Act and your tenancy agreement are the legal documents relating to your tenancy. If there is an inconsistency between this information statement and the Act, the Act prevails.



Contents

Icons

Icons are used to help you find important information quickly. Below is a key for the icons used in this booklet.



Talk to the owner/manager

This icon is placed next to information that needs to be discussed with your owner/manager.



RTA forms

This icon tells you when you need to use one of the RTA's official forms.



RTA fact sheets

When you see this icon it means there is more information available in an RTA fact sheet.



Important!

This icon marks 'must know' information.



Handy checklist

A handy checklist makes it easy to know what you have to do, and how to do it.



Places that can help

You are not alone! These places can help you.



More information

Read these bits for more information on a topic.

Introductory information

About this booklet	2
What is the RTA	2
Renting rights and responsibilities	3

Starting a tenancy

Checklist	4
Tenancy agreements	5
Rental bonds	6
Moving in	8
Entry Condition Report	
Park Rules	

During a tenancy

Paying the rent	10
Rent increases and decreases	10-11
Other costs and services	12
Checklist	
Charging for services	
Entry	14-15
Maintenance	16-17
Looking after the place	
Emergency repairs	
Adding fixtures	18
Moving to a new site	18
Changing park rules	19
Breaches by the owner/manager	20
Breaches by the tenant	21-22
Owner decides to sell	23
Tenant sub-letting	23

Ending a tenancy

Checklist	24
Ending a tenancy early	25-26
Notice periods	27
Moving out	28-29
Cleaning the place	
Exit Condition Report	
Leaving things behind	30
Abandoned premises	31
Bond refunds	32-33
Checklist	
Personal safety	34

Resolving disputes

Options	35
The Tribunal (QCAT)	36

Offences under the Act

Investigating offences	37
------------------------	----

After a tenancy

Tenancy databases	38
-------------------	----

Places that can help

40

Glossary

Words used in this booklet	41
----------------------------	----

RTA contacts and resources

Back Cover

Why have I been given this booklet?

You have been given this booklet because you are renting a caravan, manufactured home, and/or a caravan site.

When you sign a *Moveable Dwelling Tenancy Agreement* (Form 18b) to rent a caravan or manufactured home in Queensland, the law (*Residential Tenancies and Rooming Accommodation Act 2008*) says that the owner/manager must give you a copy of this booklet.

If you rent	How much of the book applies to you?
<ul style="list-style-type: none"> a caravan, or a manufactured home 	Everything in this book applies to you.
<ul style="list-style-type: none"> a site only (and have your own caravan) 	Only some of the sections in this book apply to you e.g. information on notice periods for entry to your caravan does not apply.
<ul style="list-style-type: none"> a house or unit in the park 	Check with the RTA, <i>Renting a house or unit in Queensland</i> (Form 17a) may be the right booklet for you.

If you live in your own manufactured home, this booklet is not for you. Contact the Office of Fair Trading on the contact details on page 40 of this booklet, for the rules that apply to you.

What do the words mean?

Caravan: throughout this booklet, we've used the term caravan to refer to all types of moveable dwellings, including rented manufactured homes.

I, you: we've used the words I and you, to mean the tenant/s listed on the tenancy agreement.

Owner/manager: these words refer to the person you rent your caravan from. They could be the park manager or a private owner (also known as a lessor).

Tribunal: when you see this word, it refers to the Queensland Civil and Administrative Tribunal (QCAT).

To help with other terms you may not have seen before, look in the glossary on page 41.

Why do I need to read this booklet?

Both you and the owner/manager need to know the rules for renting in Queensland. If you break the rules for renting it may cost you money and be much harder to find a place to live in the future. By knowing the rules you protect yourself and the roof over your head. So keep this booklet in a safe place in case you need it later.

What is the RTA?

The Residential Tenancies Authority (RTA) looks after the *Residential Tenancies and Rooming Accommodation Act 2008* in Queensland. The RTA is an independent and impartial government authority that helps both you and the owner/manager understand their legal rights and responsibilities under the law.

What support services does the RTA offer?

The RTA has a number of services to help both you and the owner/manager understand the rules for renting in Queensland. See the back cover for a full list of RTA services, fact sheets, forms and publications that can help you.



If your main purpose in staying at the caravan park is for a holiday, this booklet does not apply to you!

What are my responsibilities when renting?

All tenants and owner/managers have rights and responsibilities set out by the law. When you sign a *Moveable Dwelling Tenancy Agreement* (Form 18b) the following responsibilities apply.

When you rent a caravan and a site:

Your responsibilities as a tenant

You have responsibilities to the owner/manager of the caravan park. You must ensure you: *respect your new home:*

- use the caravan as your home
- use your caravan for legal purposes only
- do not cause a nuisance, or seriously affect the reasonable peace, comfort or privacy of your neighbours in the park
- keep the inclusions (like furniture) clean
- make sure you or your guests do not deliberately damage the caravan or park facilities, and
- be responsible for your behaviour and that of your guests.

meet your responsibilities under the agreement by:

- paying the rent on time and in the way stated in your agreement
- following the park rules
- telling the owner/manager if you damage the caravan, and
- following the other terms in your tenancy agreement, set out by the *Residential Tenancies and Rooming Accommodation Act 2008*.

The responsibilities of the owner/manager

The owner/manager has responsibilities to you, the tenant. They must make sure: *they provide you with a suitable home:*

- the caravan is ready for you to move into on the date agreed
- the caravan is fit to live in and in a good state of repair
- the caravan meets all laws that deal with health and safety
- the caravan is reasonably secure
- they make sure you have peace, comfort and privacy in your new home
- the caravan and inclusions are kept in good repair during the agreement, and
- common areas and facilities are kept clean.

they meet their obligations under the agreement by:

- covering the cost of preparing the agreement
- paying all charges, rates and taxes for the caravan
- giving a full set of keys to one tenant, and keys for entry for other tenants, and
- following the rules for renting set out by the *Residential Tenancies and Rooming Accommodation Act 2008*.

When you rent a site only:

If you rent a site for a caravan you own, the following responsibilities apply:

For you, the tenant

- you must keep the site in a way that fits in with the general standards of the park or area where the caravan is placed, keeping in mind the condition at the start of the tenancy and any improvements made by the owner/manager along the way.

For the owner/manager

- the owner/manager must make sure the site is clean, stays fit for a caravan, and
- the owner/manager may make any improvements to the site they consider appropriate.

Forms used:

Form 18b – *Moveable Dwelling Tenancy Agreement*

Form 2 – *Bond Lodgement*

Form 1b – *Entry Condition Report – Moveable Dwelling/Site*



The owner/manager will give you these forms when you start the tenancy.

**Starting a tenancy checklist**

When you start a tenancy, you will need to:

- confirm with the owner/manager that you are intending to use the caravan as your home
- talk to the owner/manager about how long you intend to stay for – less than 42 days (short term) or more than 42 days (long term)
- read and sign a written tenancy agreement – a *Short Tenancy Statement* or a *Moveable Dwelling Tenancy Agreement* (Form 18b). (See '*Tenancy Agreements*' on page 5 for more information)
- get a copy of this booklet (the owner/manager is required by law to give you one) and read it
- get a copy of the park rules and read them
- pay a bond and complete a *Bond Lodgement Form* (Form 2) with the owner/manager (if you need to)
- pay rent in advance (if you need to)
- get receipts for all money you pay
- get a full set of keys for one of the tenants, and keys for entry for all other tenants on the tenancy agreement
- receive a signed and completed copy of the *Entry Condition Report-Moveable Dwelling/Site* (Form 1b) from the owner/manager and:
 - complete the 'tenant' section of the *Entry Condition Report*
 - mark the copy if you disagree
 - sign it
 - return a copy to the owner/manager within 3 days from the day you're allowed to move in (handover day). The owner/manager must then give you a copy of the completed report within 14 days, and
- keep copies of all these documents in a safe place – you might need them if you have a dispute with the owner/manager of the park.

Forms to be used



Form 18b – *Moveable Dwelling Tenancy Agreement*



What is a tenancy agreement?

A tenancy agreement is a legal contract between you and the owner/manager that allows you to rent a caravan as your home. The law says if you're staying longer than 6 weeks (42 days) you must sign a *Moveable Dwelling Tenancy Agreement* (Form 18b).

It is the owner/manager's job to write up the agreement and give you a copy before you move in. They must also pay the cost of preparing the agreement.




It is your job to read your agreement carefully. By signing the agreement, you agree to follow what it says. Keep a copy as well – you never know when you'll need it.

What is in an agreement?

The tenancy agreement must include:

- the name and address of you and the owner/manager
- the dates for when the agreement starts and ends (or no end date if the agreement is periodic)
- details about how and when you should pay the rent, and how much rent is to be paid
- what services you will pay for on top of your rent (such as gas, electricity, sewerage and water)
- standard terms – rules about what you and the owner/manager can and cannot do under the law. They are found on pages 3-8 of your agreement, and
- special terms – if there are any. Special terms are extra things the owner/manager would like you to agree to. They must not conflict with the standard terms or the law.

Example – An example of a special term is: One cat (named 'Spud') is allowed both inside and outside the caravan. 

What types of agreements are there?

There are different types of tenancy agreements used in caravan parks:

- Short tenancy – where you agree in writing to rent the caravan for up to 42 days (6 weeks), other than for holiday purposes. The agreement is called a Short Tenancy Statement and states that the tenant will not occupy the caravan longer than 42 days. There is no official form used for this, and often it will be given to you in the form of a letter from the owner/manager. The written statement must be made before or when the tenancy starts.

A *Moveable Dwelling Tenancy Agreement* (Form 18b) is not required by law for a short tenancy. However, in order to reduce the potential for disputes, the RTA recommends that tenancies, short and long, be placed on an agreement.



Note! Extending your short tenancy agreement – A *Short Tenancy Statement* can only be extended once. After being on two short tenancy agreements in a row, you must move out or be put onto a long tenancy agreement

- Long tenancy – where there is no Short Tenancy Statement in place, the law says you must have a *Moveable Dwelling Tenancy Agreement* (Form 18b). There are two types of long tenancy agreements:
 - fixed term – with a start and end date written in the agreement. This is where you and the owner/manager agree to rent the caravan for a fixed amount of time, such as 3 or 6 months, or
 - periodic – with a start date, but no end date written in the agreement. This is where you and the owner/manager agree that you can live in the caravan for an indefinite period.

When do I sign it?



The law says that a tenancy agreement must be given to you before you pay any money or commit to the tenancy. If you have not been given a *Moveable Dwelling Tenancy Agreement* (Form 18b) to sign before or on the day you move in, ask the owner/manager for it. If they will not give you one, you can fill out a *Dispute Resolution Request* (Form 16) and give it to the RTA who will arrange conciliation between you and the owner/manager.

- add the terms you have both agreed to
- ask questions about anything you do not understand, and
- make sure you have seen a copy of the park rules.

Sign it if you agree with all the terms, and return it to the owner/manager within 5 days. The owner/manager will sign it and give you a copy. You must get this copy within 14 days.

There can be penalties for owners/managers of rental accommodation who do not follow the rules.

How do I sign the agreement?



Before signing the agreement you must:

- read the whole agreement very carefully
- talk to the owner/manager about any special terms you want

For more information about tenancy agreements, visit www.rta.qld.gov.au and download the *Moveable Dwelling Tenancy Agreements* fact sheet for free.

Rental Bond

Forms to be used



Form 2 – *Bond Lodgement*

Form 2
Bond Lodgement
Residential Tenancies and Renting Accommodation Act 1992
Schedule 7, 1(1)
or residential tenancies (Please print)

Amount contributed	Contact phone number
\$	
\$	
\$	

What is a bond?

The owner/manager may ask you to pay a rental bond. A bond is money you pay as financial protection for the owner in case you break the agreement. If, when you want to move out there is damage or rent money owing (for example), the owner/manager can claim money from your bond to cover the cost of fixing the problem. An owner/manager does not have to charge a bond, but if they do it must be lodged with the RTA.

A rental bond is not the same as rent in advance.

A bond is also sometimes called:

- a key deposit
- a pet bond
- a security deposit
- a linen deposit, and
- many other things.



The bottom line is, no matter what it is called, any money that you pay as protection for the property and inclusions (on top of your rent) is a bond!

What happens when I pay a bond?

The owner/manager must send all bond money that is paid by you to the Residential Tenancies Authority (RTA) for safe keeping. There can be big penalties for owner/managers if they do not lodge bonds with the RTA.

If you pay a bond, three things must happen:

1. the owner/manager must give you a receipt straight away
2. the owner/manager must fill in a *Bond Lodgement* (Form 2), that you will have to sign
3. the owner/manager must send all the bond money to the RTA within 10 days of you paying it to them.

The RTA will send you an official receipt to let you know that your bond was lodged. If one is not sent to you within a few weeks, it is a good idea to ring the RTA to make sure your bond was lodged.

How much bond can I be charged?

The total bond that can be charged for caravans is the same as 2 weeks rent, unless electricity is individually metered to the caravan and the bill is in the owner/manager's name. If this is the case, the owner/manager can charge the amount of 3 weeks rent for the bond.

This total includes any other 'bonds', such as pet bonds and security deposits.

The maximum amount for employee housing is different. If you are moving into employee housing, contact the RTA for more details on how much bond can be charged.

What if I cannot afford the bond?



If you cannot afford the bond, the owner/manager may let you pay the bond off over time, or you may be able to get a bond loan from the Department of Communities (Housing and Homelessness Services). Talk to the owner/manager about paying the bond in parts over time, or call your local Department of Communities (Housing and Homelessness Services) office and ask about bond loans.

Can I transfer the bond from my old place to my new place?

Sometimes you can transfer the bond from your last place to your new place. You can only transfer the bond if your new owner/manager and the previous owner/manager agree. To find out more about how to transfer a bond, contact the RTA.

Can I be charged rent in advance as well as bond?

Rent in advance is not part of the rental bond. Most owner/managers ask tenants to pay their rent in advance. You will normally pay the first lot of rent before you move in; most of the time it is 2 weeks worth of rent.

The most the owner/manager can ask you to pay in advance is 2 weeks. You can pay more in advance if you want to.

No matter how much rent in advance you have paid, you cannot be asked to pay more until the rent you have paid has been used up.

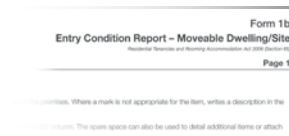
The RTA has a range of fact sheets to help you understand the rules for renting. For more information on rental bonds, see the *Rent payments and holding deposits* fact sheet available from the RTA website www.rta.qld.gov.au, or by calling the Client Contact Centre on 1300 366 311.



Forms to be used



Form 1b – *Entry Condition Report – Moveable Dwelling/Site*



What is an *Entry Condition Report – Moveable Dwelling/Site* (Form 1b)?

The *Entry Condition Report – Moveable Dwelling/Site* (Form 1b) is a form that records the condition of the caravan and site when you move in. It is a way of showing if any damage was caused before, or during, your stay.

It is an important form that helps if there is a dispute over your bond. It is compared with the *Exit Condition Report – Moveable Dwelling/Site* (Form 14b) when you move out. See page 29 for more information on the *Exit Condition Report – Moveable Dwelling/Site* (Form 14b).

How do I get an *Entry Condition Report*?

When you move into a caravan, the owner/manager needs to fill in the owner/manager section of the form, sign it and give you a copy. They should give you this copy either before or on the day your agreement starts.

When do I complete it?

It is best if you and the owner/manager fill the report in together, either before or on the day your agreement starts. If this is not possible, you have 3 days to complete the ‘tenant’ section and return the form to the owner/manager.

What do I need to include in the report?

On the form, the owner/manager will tick or cross the boxes to show if items are clean, undamaged and working. If you agree with what they have written, sign the form and give it back.

If you do not agree with what they have written, or think they have missed damage (or wear and tear) to the caravan, write it down in the ‘tenant’ section before you sign it. If you run out of room to write, you can add an extra page, remembering to sign and date it. Some tenants like to use photos or video to show exactly what the caravan looked like when they moved in.

What do I do when I have finished filling in the *Entry Condition Report*?

Return the completed and signed copy of the report to the owner/manager within 3 days after the day your agreement starts. The owner/manager must give you a copy of the completed report within 14 days. You must keep your copy in a safe place; it’s your evidence about the condition of the caravan when you moved in.



If the owner/manager says that they will replace or repair something before you move in, ask for it to be written into the agreement, or onto the *Entry Condition Report – Moveable Dwelling/Site* (Form 1b).

What keys should I be given?


If there is only one tenant named on the agreement, they must be given a key for every lock on the caravan. For example, they must be given keys (or a swipe card) for:

- all doors that enter the caravan, or are inside the caravan
- all locks on cupboards
- locks on mailboxes and security gates into the park if a key is needed to gain access at any time.

All other tenants that are on the agreement only need to be given keys that allow them entry to the park (if a key is needed) and the caravan.

What park rules do I have to follow?

Each caravan park has its own set of park rules. The owner/manager must give you a copy of the park rules with the tenancy agreement. These park rules are a part of your agreement, and by signing up to move in you agree to follow these rules. This means, if you break a park rule, you have also broken your tenancy agreement.

If a park owner/manager wants to change the park rules, there is a strict process that needs to be followed. For more information, see 'Changing park rules' on page 19. 

What can rules be made about?	Example
How the park's common areas can be used (like play areas, swimming pools, barbecues and toilet blocks).	The swimming pool and barbeque area is open for use between 9:00am and 8:00pm. This area will be locked at 8:00pm each night.
How much noise people can make and at what times.	For the comfort of all tenants, no excessive noise should be made after 9:00pm at night.
Where and when any sporting or recreational activities can happen.	Sporting games are to be played on the oval during daylight hours only, and not around other caravans.
Speed limits for cars and other vehicles.	The caravan park has a strict 5km/hour speed limit for all vehicles.
Where cars and other vehicles can be parked.	Tenant and guest cars must be parked in the bays provided.
The disposal of rubbish.	All tenants must sort their recycling into the bins provided.
If pets are allowed.	Tenants are allowed one pet, either a cat or small dog that must be under control at all times.

These rules are examples only. The caravan park you are living in may have different rules from these.

What are the rules about paying rent?

The law says you must pay your rent as agreed on your tenancy agreement. Remember, if you stop paying rent, you could end up losing your home.

Paying rent	Examples
<p>How the rent will be paid</p> <p>The Act says you can pay the rent in the following ways:</p> <ul style="list-style-type: none"> • cash • cheque • deposit to the chosen bank account of the owner/manager • credit card • EFTPOS, or • deduction from your pay, pension or allowance. Or you and the owner/manager can agree to another way. 	<p>You must pay your rent the way it says in your tenancy agreement. If your agreement does not include that information, you can use any of the ways listed on the left.</p> <p>If the owner/manager wants you to pay rent by another way not listed in the Act, for example:</p> <ul style="list-style-type: none"> • rent card, or • money order <p>then two other rent payment options that are listed on the left (such as cash or cheque) must be offered as well. You must also be told of any extra fees or charges that you would incur when using that method of payment, for example, joining fees.</p>
<p>Where the rent will be paid</p>	<p>Your agreement may tell you where to pay the rent. It could be:</p> <ul style="list-style-type: none"> • at the office of the caravan park • at your local post office • by direct deposit with the bank, or • anywhere you and the owner/manager agree to.
<p>How often the rent will be paid</p>	<p>Your agreement may tell you how often you have to pay the rent. Some examples are:</p> <ul style="list-style-type: none"> • every Wednesday, or • every second Friday.

Do I need to keep receipts?

If you pay your rent in cash, make sure you get a receipt. Keep your receipts in a safe place – they are your proof that you paid the rent.

If you pay your rent by direct debit with your bank, you may not get a receipt, but it will show on your bank/credit card statement. It is recommended that no matter which way you pay rent, ask for, and keep, a receipt.



Did you know? You cannot be charged a fee because your rent payment is late – but – you may receive a *Notice to Remedy Breach* (Form 11). More than two notices in a one year period for rent breaches and the owner/manager may ask the Tribunal to end your tenancy, even during a fixed term agreement.

For more information on what happens when you pay rent late, see page 21.


Can the rent be increased?



Sometimes the owner/manager will want to increase the rent. The rules for rent increases are different depending on what type of agreement you have. However, the rent must not be increased within 6 months of the existing rent becoming payable.

Rent increases

For a fixed term agreement	For a periodic agreement
<ul style="list-style-type: none"> The rent cannot be increased during a fixed term agreement unless the owner/manager has written into the agreement: <ul style="list-style-type: none"> the date the increase will start, and by how much the rent will increase (or how the increase will be worked out), and there has been at least 6 months since the current rent became payable If your owner/manager has written these details into your agreement, they still have to give you 2 months notice in writing before they put the rent up. Rent can be increased at the end of a fixed term agreement. 	<ul style="list-style-type: none"> The rent can be increased during a periodic agreement. If the rent is being increased during a periodic agreement the owner/manager must give you at least 2 months notice in writing before they put the rent up. The written notice might be a letter saying the date the rent increase will start and how much the rent will increase by. There must be at least 6 months since the current rent became payable.

What if I think the rent increase is too much? 

If you think the rent increase is excessive, talk to the owner/manager as soon as possible about the increase and try to work out an amount that suits both of you.


If you and the owner/manager cannot agree with each other, the RTA has a free Dispute Resolution Service that may be able to help. To ask for help resolving a dispute, fill in a *Dispute Resolution Request* (Form 16) and give it to the RTA. For more information about dispute resolution, see page 35.

If my rent goes up, will the bond go up too?

If the rent goes up, the owner/manager might ask you to pay more rental bond. This extra bond money must be lodged with the RTA using a *Part-Payment of Rental Bond* (Form 7). When the bond money is given to the RTA, both you and the owner/manager will be sent an *official receipt*. Check with the RTA if you have not been sent a receipt within a few weeks.

Your bond can only be increased when it has been at least 11 months since the last bond increase, or since your agreement started.

The owner/manager must give you at least 1 month notice in writing before the bond increase.

Want to know the maximum bond you can be charged? For more information on rental bonds, see page 7, 'Rental bond'. 


Can the rent be decreased? 

There may be situations where you can talk to the owner/manager about paying less rent. Some possible reasons for this are:

- serious damage to the caravan – it could be partly destroyed, or not safe to live in from such things as flood, fire or hail damage, or
- a service that is included in your agreement, such as electricity, is not available.

The amount of the decrease will depend on:

- the length of time the service is unavailable, and
- the impact it has on your living arrangements.

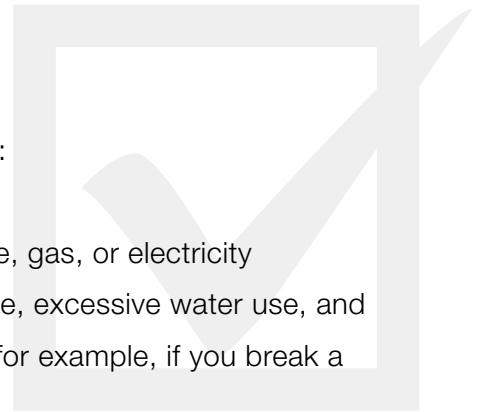
For information on rent in advance, see page 7. 



Ongoing costs checklist

When you are renting, the main costs you need to budget for are:

- rent payments (regular, on-going payments)
- services connected to the caravan, such as water, sewerage, gas, or electricity
- other costs written into your tenancy agreement, for example, excessive water use, and
- any repairs to the caravan that you may be responsible for, for example, if you break a window accidentally.



Keep all your receipts! They are your proof that you have paid the money you owe.

During a tenancy

Who is responsible for what bill?


Cost	Owner/manager	Tenant
Preparing the <i>Moveable Dwelling Tenancy Agreement</i> (Form 18b)	✓	
Insurance for the caravan, site and inclusions	✓	
Insurance for your belongings in and around the caravan and site		✓
Services – water, sewerage, gas, or electricity	✓	✓ <i>(How you pay these costs will depend if the caravan is individually metered or not. See page 13)</i>
Damage (by you)		✓
Damage (by your guest/s)		✓
Deliberate (malicious) damage by you or your guest/s		✓
Routine maintenance on the caravan and site	✓	
Emergency repairs	✓	✓ <i>(only if you or your guest/s caused them)</i>
Maintenance on the facilities of the park	✓	
Cost of re-letting the caravan if you break your agreement and leave early <i>(such as lost rent and advertising costs until a new tenant is found)</i>		✓

Charging for services

It is best for you to talk to the owner/manager about how bills are worked out before you sign your agreement. The way you are charged for bills should be written into your agreement so there are no disputes later.

You will only need to pay for sewerage, gas, electricity and water supplied to the caravan if they are each individually metered at your site. The amount that the owner/manager charges you (worked out by reading the meter at your site) must not be more than what the supply authority (electricity, water or gas company) would charge you.

The owner/manager is not allowed to make a profit from on-supplying services.

If the services connected to the caravan are not individually metered, the cost will be included as a part of your rent. 


What if I'm sharing an electricity or gas meter and there's only one bill?

If you rent a place that shares an electricity or gas meter, it is most likely that the electricity or gas company will send out one bill. If this is the case, your *Moveable Dwelling Tenancy Agreement* (Form 18b) must say how your share of the bill will be worked out.

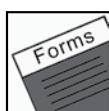
What if I disagree with the owner/manager about how bills are worked out?

Try to work it out by talking with the owner/manager first. If that does not help, you can fill out a *Dispute Resolution Request* (Form 16) and give it to the RTA for help.

For more information, see page 35.

Still not sure about how bills are worked out? Download the RTA fact sheet *Charging for electricity and other services in a moveable dwelling park* from the RTA website www.rta.qld.gov.au, or call 1300 366 311 to have one sent to you. 

Forms to be used



Form 9 – *Entry Notice*

When can the owner/manager enter?



There are times that the owner/manager is allowed to enter the caravan, but there are rules they must follow and they can only enter for reasons allowed under the law.

In most cases, the owner/manager must give you notice in writing, using an *Entry Notice* (Form 9), and at all times they must respect your privacy.

If the owner/manager does not give you the right notice, or does not have a good reason for entering, they may be breaking their agreement with you. There can be penalties for owners/managers who do not follow the law. If you believe the owner/manager has entered unlawfully, a request for dispute resolution can be lodged with the RTA by filling in a *Dispute Resolution Request* (Form 16). See page 35 for more details on dispute resolution.

For more information on entry and privacy, download a copy of the RTA's *Entry and privacy* fact sheet from www.rta.qld.gov.au or call the RTA on 1300 366 311 to have a copy sent to you.



How much notice should I be given?

How much notice you are given depends on the reason why the owner/manager wants to enter the caravan. Most times, only 24 hours notice needs to be given before the owner/manager can enter. There are some cases where more notice needs to be given. See the table below for how much notice you should receive.

Lawful reason for entry	Minimum notice
To inspect the caravan	Short tenancy – 24 hours notice Long tenancy – 7 days notice <i>Inspections cannot happen more than once every 3 months, unless you agree to more.</i>
To do repairs or maintenance on the caravan	24 hours notice <i>If you live in a remote area with a shortage of tradespeople, the owner/manager can organise repairs without giving notice.</i>
To check that a significant breach has been fixed by the tenant <i>Significant breach could be: using the caravan for an illegal purpose, extra people living there that are not on the agreement, damage that has a value of more than 1 week worth of rent, or keeping a pet without permission.</i>	24 hours notice <i>Entry must happen within 14 days of the end date the breach had to be fixed by (the 'allowed remedy period').</i>
To check the quality of repairs on the caravan	24 hours notice <i>Entry to check the repairs must happen within 14 days of the repairs taking place.</i>

Continued on the next page

Lawful reason for entry <i>(Continued)</i>	Minimum notice <i>(Continued)</i>
To show the place to a potential purchaser or tenant <i>Open houses and on-site auctions are not allowed unless both you and the owner/manager agree</i>	24 hours notice (and a reasonable amount of time has passed since the last entry for this reason) <i>BUT this can only happen if the owner/manager has given you a Notice of Lessor's Intention to Sell Premises (Form 10), or a Notice to Leave (Form 12), or you have given them a Notice of Intention to Leave (Form 13).</i>
To allow a valuation of the place	24 hours notice <i>A reasonable amount of time should have passed since the last entry for this reason.</i>
If the owner/manager and tenant agree that the owner/manager can enter	At the time you both agree on
The owner/manager believes the caravan has been abandoned	24 hours notice
In an emergency	No notice is needed
The owner/manager reasonably believes that they need to enter the caravan to protect the place from damage that is about to happen	No notice is needed
By Order of the Tribunal	As said in the Order

Can they enter at any time of day?

The Act says that when an owner/manager wants to enter the caravan, they have to do it at a reasonable time. They are unable to enter the place on a Sunday or Public Holiday, or between the hours of 6:00pm and 8:00am, *unless you agree*.


What if I do not want the owner/manager to enter at that time?



If you do not want the owner/manager to enter at the time they have written in the notice, talk to them and see if you can work out a time that suits both of you.

The owner/manager is, however, allowed to enter the property at the time written in the notice – as long as they've followed the rules under the law. They must:

- give you the correct form – *Entry Notice* (Form 9) filled in correctly, and
- give you the form with the right amount of notice before entering, for example, 7 days to inspect the caravan for a long term tenancy.

The law does not require you to be home when the owner/manager makes a lawful entry. 

Forms to be used




Form 11 – *Notice to Remedy Breach*

Am I responsible for maintenance?

The tenant is not responsible for routine maintenance. You are responsible for caring for the caravan and the site while you are living there. You must keep the place clean. If something is broken, not working or damaged, do not try and fix it yourself. You have to tell the owner/manager about it as soon as you can.

If you or your guest/s damage something, you have to tell the owner/manager about it. You will need to talk to them about when and how it will be repaired, and you may have to pay for the cost of the repairs.

Example – If you accidentally rip curtains, you are responsible and will have to pay to fix them. But – if the curtains are falling apart because they are old and damaged from years of use, that may be ‘fair wear and tear’ where the owner/manager will be responsible for the cost of the repair. 

During a tenancy



Always put your maintenance requests in writing and keep a copy of the request. A *Notice to Remedy Breach* (Form 11) is an official form that can be used to ask the owner/manager to make repairs.

What happens if they do not fix the problem?

If the owner/manager does not fix the problem, you can issue a *Notice to Remedy Breach* (Form 11), giving them at least 7 days to fix the problem, more if you wish. If the owner/manager does not fix the problem within that time you can ask for dispute resolution assistance from the RTA by filling out a *Dispute Resolution Request* (Form 16). See page 35 for more information.

What is the owner/manager responsible for?

The owner/manager is responsible for maintaining (looking after) the caravan and park facilities in good condition. The owner/manager may need to repair things while you are there. If you see something that needs fixing, or something that puts your safety (or anyone else's) at risk, tell the owner/manager about it as soon as you can. You can use a *Notice to Remedy Breach* (Form 11) for this.

If you ask the owner/manager to fix something, they must do it within a reasonable time.

If you were responsible for the damage, you'll have to pay for it but, if the damage was from fair wear and tear, the owner/manager will have to pay for the repairs.

What is the difference between a routine repair and an emergency repair?

If your situation is not an emergency repair, it is a routine repair.

The law lists many types of situations that are considered emergency repairs, including:


- a burst water service or a serious water service leak
- a blocked or broken toilet system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a breakdown of the gas, electricity or water supply to the place
- a breakdown of an essential service or appliance on premises for hot water, cooking and heating
- a fault or damage that makes the place unsafe or insecure, or
- a fault or damage likely to injure a person, or cause undue inconvenience.

What do I do if I need an emergency repair?



If you need emergency repairs, check your *Moveable Dwelling Tenancy Agreement* (Form 18b) first. It may tell you who to call (a nominated repairer) or it may say to speak to the owner/manager, who will then arrange the repairs.

If there is an emergency and both the owner/manager and nominated repairer cannot be contacted, you can arrange for a suitably qualified person to do the repairs – but there are limits. You can only organise repairs that have a value of up to 2 weeks worth of your rent.

Example – You rent a caravan in a moveable dwelling park for \$150 a week. You can smell gas and have worked out that you have a gas leak in your caravan. You cannot contact the owner/manager and the nominated repairer isn't answering their phone. You can arrange for emergency repairs by a qualified person up to \$300 in value (2 weeks worth of your rent). 

Who pays for the emergency repairs?

If you organise emergency repairs on your place, the owner/manager must pay the bill, or pay you back, within 7 days. You will need to:

- give the owner/manager a copy of the invoice or receipt, and
- write a short letter to the owner/manager saying what happened and how much the owner/manager needs to pay, and by when (the date).

If the owner/manager does not pay the money within 7 days you can contact the RTA's Dispute Resolution Service or make an urgent application to the Tribunal. For more information on urgent applications, see page 36.

The owner can apply to the Tribunal if they think they should not have to pay for emergency repairs.

What if the owner/manager won't fix the emergency repair?

If you are worried that the owner/manager will not agree the repairs were an emergency, or that they won't pay for, or reimburse you for the repairs, you could make an urgent application to the Tribunal for an order which says the owner/manager must arrange for, and pay for, the repairs.

For more information on repairs and maintenance, download the RTA's *Rental premises – use, condition and repairs* fact sheet from www.rta.qld.gov.au, or call the Client Contact Centre on 1300 366 311 to have one sent to you. 



If you have paid for repairs to be done on the place, do not stop paying rent as a way to get your money back. If you stop paying rent, you are breaking your agreement and can be given a *Notice to Leave* (Form 12).

Can I add fixtures and do other work to the caravan and site?



You should only install fixtures and fittings to the place with written permission from the owner/manager. Examples of fixtures and fittings include:

- picture hooks
- window locks
- security doors
- air conditioning units
- an annexe, or
- a garden bed.

The owner/manager should put their permission in writing, including what changes they have approved and any conditions to the agreement (an example is if you have to remove the fixture when you leave).

The owner/manager cannot unfairly withhold their agreement if you ask to add a fixture to the place.


If you think the owner/manager is being unreasonable, try to talk to them about it first. If that does not work, you can fill out a *Dispute Resolution Request* (Form 16) and give it to the RTA. For more information on dispute resolution, see page 35.

What if I do not get the owner's permission?

If you install a fitting or make a change to the place without getting permission first, the owner/manager has two options:

1. they can treat it as a breach of the tenancy agreement and go through the process for fixing a breach (see page 21), or
2. they can accept the breach, and see the fixture as an improvement to the premises that they will keep when you leave.

If you have the right to remove any fittings you have added during your stay, you must pay for the repair of any damage caused by the removal (such as holes in the wall from picture hooks).

Some fixtures need more than just the owner's permission. Before adding big fixtures such as an annexe, check your local council by-laws to make sure your improvements are allowed. 


Moving to a new site

If the owner/manager needs you to move your caravan to another site in the park, they must have a good reason. Reasons they can ask you to move are:

- to carry out necessary work (such as fixing a drainage pipe)
- to carry out desirable work (such as installing a new playground)
- because of an emergency, or
- for health and safety reasons.

The site you are asked to move to must be, as much as possible, similar (or comparable) to the old site.

The owner/manager must make sure you are given one month's notice to move to the new site. If the reason they ask you to move is because of an emergency, or for health and safety reasons, they must give you reasonable notice.

If you are asked to move to a new site, you can ask the owner/manager to pay your reasonable costs for moving. If you cannot agree on an appropriate amount, you can ask the RTA for dispute resolution. For more information, see page 35. 

If you do not move to the new site within the time given on the notice, the owner/manager could give you a *Notice to Leave* (Form 12) or apply to the Tribunal for an order about the relocation.

If you apply to the Tribunal because you do not believe you should have to move, the owner/manager cannot force you to move until the Tribunal has looked at your case and made a decision.

Can park rules be changed?

If the owner/manager wants to change the park rules, they must give each tenant written notice about the rule change at least one month before the rule changes.

This notice should:

- be given to each tenant
- explain which rule is changing, and what it is changing to
- give the date when the new rule will begin
- tell the tenants that they can object to the rule change
- explain how tenants can object (such as writing a letter to the owner/manager explaining why they do not agree), and
- give a date that any objections need to be given by.

Park residents must be given at least 1 month to object to the rule change.

What if no one objects to the rule change?

If no one objects to the rule change or if there are not enough objections made by tenants, the new rule will begin on the date given in the notice.

What if tenants object to the rule change?

If at least 5 tenants from 5 different sites in the park (or a majority of tenants if there are less than 10 sites in the park) object to the rule change, the owner of the park must set up a park liaison committee to talk about:

- the objections made by tenants
- whether the rule change is reasonable or not, and
- if the rule could be changed to make it reasonable.

Who should be on the committee?



The committee should include:

- a person chosen by the tenants who objected
- the park owner (or someone they choose), and
- another person agreed to by those two people (preferably an independent person).

What if people do not agree with the committee's decision?

If the park owner or tenants are unhappy with the decision made by the committee, they can apply to the Tribunal for a decision. Applications must be made within 7 days of the committee making its decision.

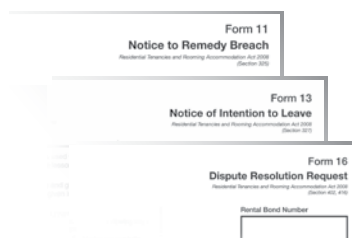
For more information on changing park rules, contact the RTA on 1300 366 311.

For more information on applying to the Tribunal, see page 36.  

Forms to be used



- Form 11 – *Notice to Remedy Breach*
- Form 13 – *Notice of Intention to Leave*
- Form 16 – *Dispute Resolution Request*



What can I do if the owner/manager breaches the agreement?

If the owner/manager breaches (breaks) the agreement in some way, such as not keeping the caravan in a liveable condition, you can issue them with a *Notice to Remedy Breach* (Form 11).

On the notice, you need to explain how the owner/manager has broken the agreement and give them at least 7 days to fix the problem.

What happens if the owner/manager does not fix the problem in the allowed time?


If the owner/manager does not fix the problem within the time you gave them (at least 7 days), and the problem is a breach of the agreement, you can:

- apply for dispute resolution with the RTA by filling out a *Dispute Resolution Request* (Form 16) and giving it to the RTA. See page 35 for more information. If dispute resolution is unsuccessful, you can then apply to the Tribunal for an order about the breach (for example, to have the work done). See page 36 for information about applying to the Tribunal. Or,
- give the owner/manager a *Notice of Intention to Leave* (Form 13), giving 7 days notice.

If you decide to give a *Notice of Intention to Leave* (Form 13) for a breach that has not been fixed, you may still be responsible for the agreement until handover day, or another tenant is found.



If you are on a fixed term agreement, you may also still be responsible for the lessor's financial losses such as rent and for re-letting costs.

Example – If the reason why the breach was not fixed was because the repairer was waiting on spare parts and you moved out because they did not fix the breach, the owner/manager may be able to make a claim on your bond for re-letting fees. 

What if they fix the problem AFTER I have given a *Notice of Intention to Leave* (Form 13)?

If the owner/manager fixes the problem after you have given a *Notice of Intention to Leave* (Form 13) but before the handover day (day the agreement ends), you can:

1. end the tenancy – move out into a different place, or
2. withdraw your *Notice of Intention to Leave* (Form 13).

If you decide to withdraw your intention to leave, you need to write to the owner/manager before handover day. If the owner/manager agrees to continue your tenancy, they should put their agreement in writing.

If the owner/manager does not fix the problem within the time you gave (at least 7 days) of receiving the *Notice to Remedy Breach* (Form 11) you may be entitled to some compensation. The Tribunal would make this decision.

If the owner/manager breaks the agreement in the same way more than twice in a one year period and you have given the owner/manager a *Notice to Remedy Breach* (Form 11) each time, and the breach was fixed each time, the next time the agreement is broken in this way you can ask the Tribunal to end your agreement. For more information about applying to the Tribunal, see page 36.

What if the owner/manager wants to evict me?

If the owner/manager gives you a *Notice to Leave* (Form 12) and you believe it has been given to you because of any of the following reasons:

- you have complained to a government entity (such as the RTA or the Office of Fair Trading) about the owner/manager or their actions
- you have applied, or are going to apply, to the Tribunal for an Order under the law, or
- you have taken some other action to enforce your rights (such as asking for genuine repairs – emergency or routine – to be done)

You can make an urgent application to the Tribunal to have the notice put on hold until an adjudicator can look at your case.

You must apply to the Tribunal within 4 weeks of getting the *Notice to Leave* (Form 12). For more information on applying to the Tribunal, see page 36.



The owner/manager cannot ask you to leave because you have taken action to enforce your rights – this includes talking to the RTA to find out what your rights are.

What if I breach the agreement?

If you breach (break) the agreement in some way, the owner/manager can give you a *Notice to Remedy Breach* (Form 11). On the form, the owner/manager must write how you have broken the agreement. You will have at least 7 days to fix the problem.


What if I do not fix the problem?

If you have broken the agreement and have not fixed the problem by the date given in the notice, the owner/manager can give you a *Notice to Leave* (Form 12) giving you 2 days notice to move out, for an unremedied breach.

What if I do not pay my rent on time and I get a *Notice to Remedy Breach*?

If you fall more than 7 days behind in rent, the owner/manager can give you a *Notice to Remedy Breach* (Form 11). You will have 5 days to pay the rent you owe.

If you pay the rent, your tenancy agreement will continue, but, if this happens more than twice in a one year period, the owner/manager can ask the Tribunal to end the agreement because of repeated breaches.

If you're having trouble paying the rent, talk to the owner/manager about it and try to find a solution together. 

What if I do not pay the rent owed within 5 days?

If you do not pay the rent you owe within the allowed time, the owner/manager can:

- give you a *Notice to Leave* (Form 12) that gives you a minimum of 2 days to move out (for rent arrears), or
- fill out a *Dispute Resolution Request* (Form 16) asking the RTA to help settle the dispute.

What if I do not agree with the *Notice to Remedy Breach* given to me by the owner/manager?



If you are given a *Notice to Remedy Breach* (Form 11) and you do not agree with the reason they have breached you, you can challenge (or dispute) the breach notice. For information on challenging a breach notice, see the options for resolving disputes on page 35.

What are my options after being given a *Notice to Leave*?

If you have been given a *Notice to Leave* (Form 12) for not fixing a breach, you must:

- move out by the handover date written on the form (you must be given at least 7 days notice for a rent breach; 14 days notice for other general breaches), or
- you can pay the rent, or fix the problem, and ask if you can stay.

You should do this in writing, and explain how you have fixed the problem and that you would like to continue living there.

The owner/manager does not have to say yes.

If the owner/manager allows you to stay on, make sure you get their agreement in writing.

What if I do not leave after being given a *Notice to Leave* (Form 12)?

If you have been given a *Notice to Leave* (Form 12) and you do not leave by handover day (the day the notice says your agreement will end), the owner/manager can go straight to the Tribunal and ask them to end the agreement.



The owner/manager cannot use force to make you leave the place and they cannot enter the caravan to take back the property without a *Warrant of Possession* issued by the Tribunal.


What happens if the Tribunal agrees with the owner/manager?

If the Tribunal agrees with the owner/manager the Tribunal will make a termination order and issue a *Warrant of Possession*. This warrant allows a police officer (or other authorised person) to enter the caravan and make you leave.

The owner/manager must apply to the Tribunal within 2 weeks after handover day.



Once a *Warrant of Possession* has been issued by the Court it becomes a police matter and the RTA is unable to help. Make sure you talk to the owner/manager and fix the problem before it reaches the Tribunal and a *Warrant of Possession* is issued.



residential
tenancies
authority

Internet: www.rta.qld.gov.au

Form 12

Notice to Leave

Residential Tenancies and Rooming Accommodation Act 2008
(Section 32e)

Name and address of tenant/s

Postcode

Purpose of this form – this form is used when the lessor/agent is giving notice to the tenant/s that they want them to vacate the premises.

Form completed – then signed by the lessor/agent and given to the tenant/s. It may only be given in accordance with the Act.

If you receive this form – it means that your lessor/agent is giving you notice for you to give vacant possession of the premises to the lessor by the handover date stated in this notice. This may be for

4 Is this notice being given with or without grounds (reasons)?

With grounds ► Go to 5

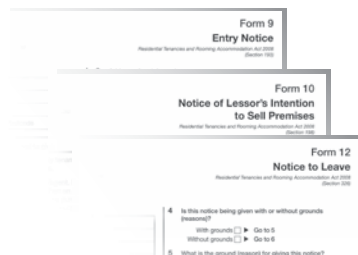
Without grounds ► Go to 6

5 What is the ground (reason) for giving this notice?

Forms to be used



- Form 9 – *Entry Notice*
- Form 10 – *Notice of Lessor's Intention to Sell Premises*
- Form 12 – *Notice to Leave*



If the owner decides to sell the caravan, they must give you a *Notice of Lessor's Intention to Sell Premises* (Form 10) telling you they plan to sell the place.

If they want to show the caravan to potential buyers, an *Entry Notice* (Form 9) must be given to you and the owner/manager (if the person selling the caravan is not the owner/manager) with 24 hours notice of the entry. You must have a copy of the *Entry Notice* (Form 9) before they can enter your place for this purpose.

Can they hold an open house or auction?

Under the law, the owner/manager or sales agent can only hold an open house or an on-site auction if the tenant agrees in writing.


Can the owner/manager use photos of my things to sell the place?

The owner/manager may want to take photos of the caravan to advertise the sale of the place. The owner/manager is not allowed to use photos that show your belongings, unless you agree. If you agree to the owner/manager using photos showing your belongings, you should give your permission in writing.

Do I have to leave if they sell the place?


If you are on a fixed term agreement, the owner/manager cannot make you leave because the caravan has been sold. You can stay until the end of your term and the new owner will become your lessor (landlord).

If you are on a periodic lease, the owner/manager can give you a *Notice to Leave* (Form 12) on the grounds of premises sold. You must be given at least 4 weeks notice to move out for this reason.

For more information, see 'When can the owner/manager enter?' on page 14. 

What is sub-letting?

When a tenant rents their place to someone else and acts as the landlord (lessor) to the new tenant, it's called sub-letting. The new tenant is called a sub-tenant.

Queensland laws allow tenants to sub-let the caravan they are renting, but there are rules. If you're thinking of sub-letting, contact the RTA to find out more information. 

Do I need to get permission to sub-let?



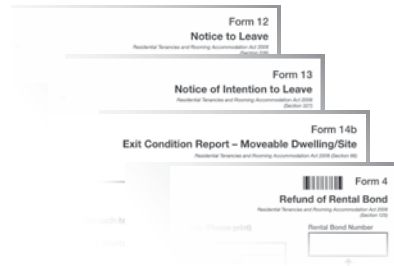
If you plan on sub-letting the caravan you are renting, you must have the permission of the owner/manager in writing.



The owner/manager must be reasonable when deciding whether or not to let you sub-let.

Forms to be used



- Form 12 – *Notice to Leave*
- Form 13 – *Notice of Intention to Leave*
- Form 14b – *Exit Condition Report – Moveable Dwelling/Site*
- Form 4 – *Refund of Rental Bond*



You will need to download these RTA Forms from www.rta.qld.gov.au or call 1300 366 311 to have them sent to you.  





Ending a tenancy checklist

When you're preparing to move out, you will need to:

- make sure you have been given a *Notice to Leave* (Form 12) or you have given the owner/manager a *Notice of Intention to Leave* (Form 13) with the right amount of notice
- continue to pay rent until the date shown on the *Notice to Leave* (Form 12) or *Notice of Intention to Leave* (Form 13) – also known as handover day
- organise to move your things out
- clean the caravan and site – the place should be in the same condition as when you moved in, fair wear and tear excepted
- check the special terms in your tenancy agreement (if you are worried about terms in your agreement contact one of the services listed at the back of this booklet for help)
- fill in a copy of an *Exit Condition Report – Moveable Dwelling/Site* (Form 14b) to give to the owner/manager and keep a signed copy for yourself
- if you can, work out a time with the owner/manager to do a final inspection of the place together
- give back all the keys to the caravan, including any that you have had cut
- give your forwarding address to the RTA and the owner/manager so if there's a problem with the bond refund you are able to be contacted
- cancel any services you had connected e.g. phone, electricity
- fill out the *Refund of Rental Bond* (Form 4) with the owner/manager if possible. See page 32 for more information, and
- keep all your paperwork in a safe place.

How does a tenancy end?

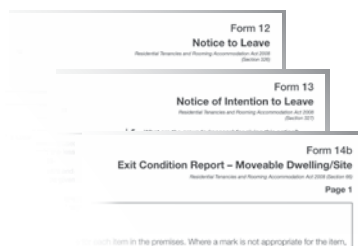
There are options for both you and the owner/manager to end the tenancy. However it must always be ended legally, that is, in a way allowed under the law. Unless the agreement is ended by the Tribunal, either you or the owner/manager have to give a notice to each other to formally end the agreement.

If you are being asked to leave because the caravan park is closing, contact the RTA or one of the organisations listed at the back of this book. You can also find more information in the *Moveable dwelling park closure* fact sheet, available from the RTA website www.rta.qld.gov.au or call 1300 366 311 to have one sent to you.  

Forms to be used



- Form 12 – *Notice to Leave*
- Form 13 – *Notice of Intention to Leave*
- Form 14b – *Exit Condition Report – Moveable Dwelling/Site*



What if I need to break my fixed term agreement early?



If you decide to leave during a fixed term agreement you should contact the owner/manager straight away to talk about the matter as it may cost you money to do this.

You must also give the owner/manager a *Notice of Intention to Leave* (Form 13) giving the date you want to leave.

You may be able to leave your fixed term agreement early if:

- you and the owner/manager agree to end the tenancy (get this in writing), or
- you have reasons to ask the Tribunal to end your agreement.

See page 26 for information on 'Ending a tenancy early' or page 34 for 'Ending a tenancy for personal safety reasons'.



If you give the owner/manager a *Notice of Intention to Leave* (Form 13) during a fixed term agreement you are still responsible under the law for the tenancy.

What costs might I have to pay if I break a fixed term agreement?



The owner/manager can ask you to pay reasonable costs if you break the agreement. For example, costs to re-rent the caravan that may include:

- money for lost rent until a new tenant is found
- the cost of advertising for new tenants, and/or
- costs the owner/manager has to pay, such as a letting fee to an agent, if one is used.

If you do not agree with the costs you are being asked to pay, see 'Resolving disputes' on page 35 for more information.

What if I have a good reason to want to end the agreement?

Usually you are unable to end a fixed term agreement early without penalties; however the law recognises that there are exceptions to this. Below is a list of reasons why a tenancy may be ended early.

A tenant and owner/manager may also agree to end the tenancy early if it suits them both.

For what reasons can a tenancy be ended?




During a fixed term agreement the law allows both the owner/manager and the tenant to apply to the Tribunal for an order to end their agreement, for the following reasons:

- in cases of extreme hardship – for example, if you wanted to end the agreement because of illness, money troubles or a job transfer to another area
- repeated breaches – for example, the tenant has had more than 2 breaches for not paying rent in a one year period (and the breaches were fixed each time within the allowed remedy period)
- because the owner/manager believes that tenant will cause damage or injury to the premises, themselves or other people allowed at the place
- because the tenant believes the owner/manager will cause damage or injury to the property, themselves or other people allowed at the place, or
- because the tenant or the owner/manager has behaved objectionably (very badly), such as through verbal abuse or intimidation (see page 34 for more information on causing a ‘serious nuisance’)
- failure to leave – for example, if the owner/manager gave you a *Notice to Leave* (Form 12), or you gave a *Notice of Intention to Leave* (Form 13), the form has expired and you have not left yet, or
- because of the death of the only tenant who was living there.

If any of these reasons apply to you, you can apply to the RTA’s Dispute Resolution Service or the Tribunal for help settling the dispute or ending the agreement.

(See page 25 for more information on ending a fixed term agreement early.)

For information on serious nuisance, domestic violence and what happens when the police are called to the caravan park, see page 34. 

How much notice does a tenant need to give?

If you decide to move out, you must give the owner/manager a *Notice of Intention to Leave* (Form 13), giving the right amount of notice.

Reason for ending tenancy	Type of Agreement		
	Short tenancy	Periodic	Fixed term
Unremedied breach (by the owner/manager)	2 days	2 days	2 days
Compulsory acquisition	2 weeks	2 weeks	2 weeks
Without grounds (reasons)	1 day	2 weeks	14 days, or the end of fixed term – whichever is later

Check with the RTA for the notice you need to give if you are moving out for different reasons from the ones listed here.

How much notice does the owner/manager need to give?

If the owner/manager wants you to move out, they must give you a *Notice to Leave* (Form 12) giving the right amount of notice. Remember, you cannot be asked to leave without grounds during a fixed term agreement.

Reason for ending tenancy	Type of Agreement		
	Short tenancy	Periodic	Fixed term
Unremedied rent breaches	2 days	2 days (after expiry of <i>Notice to Remedy Breach</i>)	2 days (after expiry of <i>Notice to Remedy Breach</i>)
Unremedied general breaches	2 days	2 days (after expiry of <i>Notice to Remedy Breach</i>)	2 days (after expiry of <i>Notice to Remedy Breach</i>)
Not following a Tribunal order	2 days	At least 7 days	At least 7 days
Compulsory acquisition	2 days	At least 2 months	At least 2 months
Caravan has been sold	2 days	At least 4 weeks	Does not apply
Non-liveability	That day	That day	That day
Not following an order to relocate a caravan	At least 2 days	At least 2 days	At least 2 days
Voluntary park closure	2 days	At least 3 months	At least 3 months
Compulsory park closure	That day	That day	That day
End of supported accommodation assistance	2 days	At least 4 weeks	At least 4 weeks
End of housing assistance (public or community housing)	2 days	At least 2 months	At least 2 months
Without grounds (no reasons given)	2 days	At least 2 months	At least 2 months, or the end of fixed term – whichever is later

What happens at the end of a fixed term agreement?

Before the end of a fixed term agreement, you and the owner/manager need to talk about what you will do. You can:

- move out, or
- stay on under a new fixed term agreement, or
- stay on under a periodic agreement.



If the end date of a fixed term agreement goes by without any contact between the owner/manager and you the agreement will continue as a periodic agreement. You cannot just move out at the end of a fixed term agreement without telling the owner/manager.

What if I want to stay?

If you want to continue on a fixed term agreement, you will need to either sign a new agreement or, if no terms are changing, an extension statement, before the end of the current agreement. An extension statement can be a letter that you both sign.

If there is a change to the terms of the agreement, such as a rent increase, a new agreement should be signed.

What if there is a significant change to the agreement?


If you have signed the new agreement and there is a significant change to the terms, you are able to dispute the changes. If agreement can't be reached, you can apply to the RTA for dispute resolution within 30 days of signing the new agreement. An example of a significant change could be an excessive rent increase, or a change in the number of occupants allowed to live in the caravan.

For more information, check with the RTA.

What if I'm leaving (or being asked to leave) at the end of a fixed term agreement?

You (or the owner/manager) do not need a reason for you to move out at the end of a fixed term agreement (it's called 'without grounds').

You do however, need to give or get the right amount of notice. For more information on the right amount of notice to give, see page 27.

More information on notice periods can be found in the RTA fact sheet *Allowing time when serving notices – moveable dwellings* available by download from the RTA website www.rta.qld.gov.au or by calling the Client Contact Centre on 1300 366 311. 

What cleaning do I need to do?

Once you have moved all your things out, it is your job to leave the caravan and site, as far as possible, in the same condition as it was before you moved in (fair wear and tear excepted).


You should also read the special terms in your tenancy agreement to see if there are any extra things you need to do before you move out of the premises.



Example – If the carpets were cleaned before you moved in, you may have to make sure this is done when you leave (so the place is left the same as when you moved in). Check your agreement for what you need to do when you move out.

What is an Exit Condition Report – Moveable Dwelling/Site (Form 14b)?

The *Exit Condition Report – Moveable Dwelling/Site* (Form 14b) is like the *Entry Condition Report – Moveable Dwelling/Site* (Form 14a) you completed when you moved in. The *Exit Condition Report* shows the condition of the caravan when you move out. It will be compared with the *Entry Condition Report* to see how (or if) the property has been damaged during the time you lived there.

Hot tip: It is a good idea to do the *Exit Condition Report – Moveable Dwelling/Site* (Form 14b) with the owner/manager, so any small issues can be fixed straight away and you may be able to get your bond back faster! 

When do I complete the report?

By handover day you must have completed a copy of the report.

What do I need to include in the report?

On the form you will need to show if items are in a good condition or not. You can take photos if you need to. You should also record meter readings (if the caravan is individually metered) for gas, electricity and water. If you cannot find the meter, ask the owner/manager where to find it.

What do I do when I have finished filling the report in?

If possible, you should ask the owner/manager to do a final inspection together. If you cannot agree on a time, you must give the owner/manager a copy of the report as soon as possible.

The owner/manager will then complete their side of the report, sign it and give you a copy within 3 days of you giving it to them. Keep this copy in a safe place.



Do not forget to give all the keys back!


After I leave, will I be contacted about the Exit Condition Report – Moveable Dwelling/Site (Form 14b) and my bond refund?

When you move out you must give your new address to the owner/manager if they ask you in writing, so they can send you a copy of the completed *Exit Condition Report* (Form 14b) and contact you about your bond refund if they need to.

You cannot refuse to give your new address to the owner/manager unless you have a good reason to do so. If you do have a good reason for not giving your new address to the owner/manager, you should give your new address to the RTA instead.

By providing your new address to the RTA, the RTA can contact you if there is a problem refunding the rental bond or if the owner/manager wants to make a claim on it. The RTA will not give your new address to the owner/manager.

Did you know?

The RTA attempts to return millions in unclaimed bond money to tenants each year. Do not forget to give the RTA your contact details when you move. That way, we can find you to give your bond back. 

What happens if I leave something behind?

It is your job to remove all of your belongings from the caravan, site and park by the day your agreement ends.

However, if you leave anything behind (including the caravan if you own it), the law says the owner/manager must deal with it in a certain way.

What if I leave personal documents behind?

If you leave behind personal documents, such as birth certificates, copies of bills, money or passports, the owner/manager must give them to you within 7 days.

If the owner/manager cannot contact you, they must give your documents to the local office of the Public Trustee within 7 days.

How do they deal with my belongings?

If you leave behind other things, such as furniture, clothing or appliances, the owner/manager can sell them, or dispose of them if:

- the market value is less than \$1,500
- storing them would be unhealthy or unsafe
- storing them would greatly reduce their value, or
- the cost of moving and storing them is more than what the goods are worth.

If the things that you leave behind do not fit one of those categories, the owner/manager must:

- store them for at least 1 month if you were living in a rented caravan, or
- store them for at least 3 months if it is your own caravan and contents left behind.

The owner/manager is then able to sell the goods by auction, but there are rules that must be followed:

- if you ask in writing for the things to be returned to you before the sale, the owner/manager must give them back. You will still have to pay for the reasonable cost of moving and storing the things
- they can keep money from the sale that is the equivalent (the same as) reasonable costs of removing, storing and selling the goods, and

- they must give money left over to the Public Trustee within 10 days after the sale. The owner/manager cannot profit from the sale of your belongings.

Check with the RTA for more information.


Can the owner/manager hold onto my belongings to make me pay what I owe?


An owner/manager cannot take your belongings in order to make you pay other money, such as rent or money owing to the agreement.

What if the owner/manager and I do not agree?

If you have a dispute with the owner/manager about any things (goods or documents) left behind, you can apply straight to the Tribunal and ask them to make a decision.

If the owner/manager does not deal with your things in the right way, you can make a complaint to the RTA. For more information about the RTA's Investigations Unit, see page 37.

If the tenant of the caravan dies, a co-tenant, domestic associate, or other person living there can ask the Tribunal to be recognised as the tenant, or end the agreement. If this happens it is a good idea to talk to one of the organisations listed at the back of this booklet for help. 

For more information on what happens when you leave things behind, visit the RTA website www.rta.qld.gov.au and download the *Goods and documents left behind* fact sheet. You can also call 1300 366 311 to have one sent to you. 

Forms to be used



- Form 9 – *Entry Notice*
Form 15 – *Abandonment Termination Notice*



What if the owner/manager believes the caravan is abandoned?

If the owner/manager has good reasons to believe that you have abandoned the place and they want to go inside to check, they must give an *Entry Notice* (Form 9) with 24 hours notice.

The notice should be sent to the caravan's address, or attached to the front door of the caravan.

What if, after entering, they still think the caravan is abandoned?

If, after inspecting the caravan the owner/manager believes on reasonable grounds the place is abandoned, they can give an *Abandonment Termination Notice* (Form 15) or they could apply to the Tribunal for the place to be declared abandoned.

What are reasonable grounds for believing the caravan is abandoned?

There are many reasons why an owner/manager may believe the caravan has been abandoned. They could be:

- rent has not been paid
- a build-up of mail or newspapers in the mailbox
- neighbours or other park residents believe the tenants have abandoned the premises
- the lack of household goods
- gas, telephone or electricity services have been disconnected, or
- the tenant does not respond to attempts to contact him/her.

What if the *Abandonment Termination Notice* (Form 15) has been wrongly given?



If the owner/manager issues an *Abandonment Termination Notice* (Form 15) and you have not abandoned the premises, you have 7 days to dispute the notice.

You must dispute the notice by applying to the Tribunal. If you do not dispute the notice with the Tribunal, the tenancy agreement will end.

What if I did not get the notice in time?

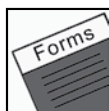
If the tenancy agreement ended because an *Abandonment Termination Notice* (Form 15) expired and you were unable to dispute the notice in the Tribunal for some reason, you can apply to the Tribunal for some compensation if you believe the owner/manager did not have reasonable grounds for issuing the notice.

It is a good idea to contact one of the organisations listed in the back of this booklet for advice and support if this is your situation.

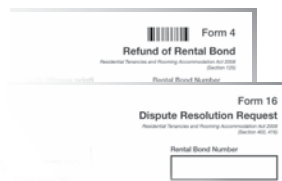
For more information on abandoned premises, check out the RTA's *Abandoned premises* fact sheet, available from our website for free. Visit www.rta.qld.gov.au



Forms to be used



- Form 4 – *Refund of Rental Bond*
Form 16 – *Dispute Resolution Request*



Getting a quick bond refund checklist

To make sure the bond is paid out as quickly as possible, you need to:

- complete all your responsibilities for ending the tenancy (see page 24)
- talk to the owner/manager and try to agree about how the bond will be paid out (if you cannot agree, see page 35)
- complete and sign a *Refund of Rental Bond* (Form 4), making sure all tenants who have paid bond, and the owner/manager have signed the form
- give your new (forwarding) address on the *Refund of Rental Bond* (Form 4). Also give this new address to the owner/manager and the RTA so you can be contacted about your bond, and
- give your bank details on the form if you want your bond put straight into your bank account.



Hot tip – Never sign a blank *Refund of Rental Bond* (Form 4) even if you have made a verbal agreement with the owner/manager about how the bond will be paid out.

Who claims the bond money?

The owner/manager, or any person listed as a bond contributor (someone who has paid bond for this caravan), can claim the bond money by posting a *Refund of Rental Bond* (Form 4) to the RTA, even if everyone does not agree on the bond refund. To find out what happens when you do not agree, see page 35.

We all agree on the refund – what now?

If you and the owner/manager agree on how the bond will be refunded, you should fill out the *Refund of Rental Bond* (Form 4).

The form should be filled in and signed by both you and the owner/manager. Keep a copy of this form for your records.

What options do I have when getting bond money refunded?

There are three ways of having your bond refunded. You should show on the *Refund of Rental Bond* (Form 4) which way you would like the money returned.

They are:

- direct credit – once the RTA has received and approved the form (signed by all the tenants and the owner/manager), the refund is paid into your bank account. Make sure your bank details are on the form
- refund by cheque – once the RTA has received the form (signed by all the tenants and the owner/manager), a cheque will be posted to your forwarding address, or
- refund in cash – take the completed form (signed by all the tenants and the owner/manager) to a participating Australia Post outlet in Queensland, for a refund in cash. Contact your local Australia Post outlet to see if they process bond refunds and how long it takes for them to process the form and give you your refund.

What if we do not agree about the bond refund?

If you and the owner/manager do not agree on how the bond should be refunded, you should fill in the *Refund of Rental Bond* (Form 4) as soon as possible after the agreement has ended and send it to the RTA, without the signature of the owner/manager.

How will the RTA work out who gets the bond money?

The RTA will process the first form it receives and send a letter to the other tenants and owner/manager telling them that a claim has been made on the bond money. This letter is called a *Notice of Claim*.

What do I do if I get a *Notice of Claim*?

If a *Notice of Claim* is sent to you, it means another tenant or the owner/manager is making a claim on the bond. You have 14 days to:

- dispute the claim by filling in a *Dispute Resolution Request* (Form 16) and sending it to the RTA. The RTA's Dispute Resolution Service will then try to help resolve the dispute, or
- agree with the other person's claim by signing the *Notice of Claim* and sending it back to the RTA. The RTA will then refund the bond as written on the form, or
- do nothing.



If you do not respond to the *Notice of Claim* within 14 days, the RTA will refund the bond as asked for on the first form received.

What if dispute resolution does not help?

If a *Dispute Resolution Request* (Form 16) was given to the RTA and the Dispute Resolution Service couldn't help you reach an agreement, the RTA will then send a *Notice of Unresolved Dispute* to the person who filled in and submitted the Form 16.

If you are sent this notice, you can then apply to the Tribunal for a decision.

How much time do I have to apply to the Tribunal?

If you do apply to the Tribunal, you must do so within 7 days of receiving the *Notice of Unresolved Dispute* and give a copy of the Tribunal receipt to the RTA within that time – or the bond will be paid out as asked for on the first form the RTA received.



Tenants sometimes think there is no way they will get the bond back so they stop paying rent 2 weeks before they move out. If you do this you are breaking the agreement.

The owner/manager can apply to the Tribunal for an order stating you must pay rent until handover day. If this happens you might end up paying:

- the rent you owe
- a claim against the bond money you paid, and
- compensation to the owner/manager if they have lost money as a result of your actions.

You must pay rent until the end of the tenancy.

Remember that the bond money is yours and you should get it back unless the owner/manager has a good reason to claim some or all of it.

Can I end my tenancy because of domestic violence?



If you are experiencing domestic violence, injury or damage to the premises while renting the caravan you live in, there are options available to you.

You can apply to the Tribunal for an order to:

- be recognised as the tenant (if your name isn't already on the agreement)
- remove the name of the person that has committed the act of domestic violence from the tenancy agreement
- restrain the person who has committed an act of domestic violence from causing more damage or injury, or
- end your tenancy agreement.

For more information on domestic violence, visit www.rta.qld.gov.au and download a *Domestic violence – information for tenants* fact sheet for free. It has phone numbers for a number of places that can give help and support.

For help applying to the Tribunal, the RTA has the information sheet *Handling Tenancy Disputes in the Tribunal*. It's available free from the RTA website or by calling 1300 366 311.

There are also a number of organisations listed at the back of this booklet that may be able to help.  

What if someone else is causing a serious nuisance?

If you, another tenant of the park or the owner/manager cause a serious nuisance (such as by threatening anyone in the park or wilfully damaging people or property), the law allows for anyone in the park to call the police.


There are a number of actions police officers can take depending on the seriousness of the event. Some of these are:

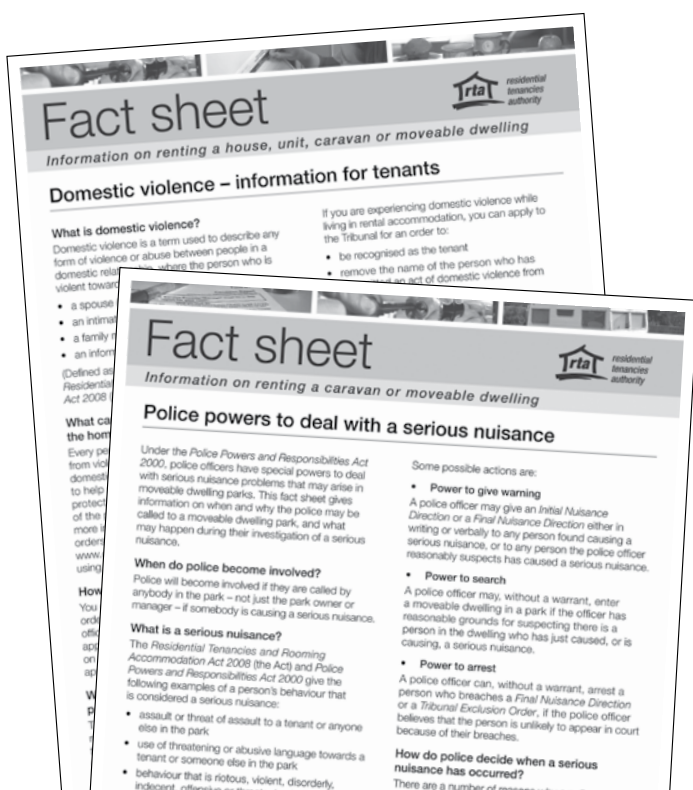
- Initial Nuisance Direction
- Final Nuisance Direction
- conducting a search (even without a warrant), or
- arrest.

The owner/manager can also apply to the Tribunal for an order that excludes the offending person from the caravan park for up to a year.



A police officer can enter a caravan without a warrant if they have reasonable grounds for suspecting there is a person in the caravan who has just caused, or is causing, a serious nuisance. They can use reasonable force if they need to.

For more information about what happens when the police become involved in a serious nuisance, see the RTA fact sheet *Police powers to deal with a serious nuisance*, available free from the RTA website or by calling 1300 366 311. 



What are the options for solving disputes with the owner/manager?



If something goes wrong between you and the owner/manager, there are three options open to you:

1. Self-resolution: talk to the owner/manager and try to work the problem out together.
2. RTA's Dispute Resolution Service: The RTA has a free Dispute Resolution Service for disputes between owner/manager and tenant, as well as head-tenant and sub-tenant. This service is not for disputes between co-tenants.
3. Tribunal: When the RTA's Dispute Resolution Service is unable to help settle the dispute, the Queensland Civil and Administrative Tribunal (QCAT) can make a decision that is binding under the law.

You can only apply to the Tribunal directly if:

- the case is classified as urgent under the law, or
- if your dispute has not been resolved through the RTA's Dispute Resolution Service and you have been issued a *Notice of Unresolved Dispute*. For more information on what is meant by an urgent application, see page 36.

How do I self-resolve?

Self-resolution involves doing a number of things to better your chances of working out the problem with the owner/manager.

- Try to identify the issues. What is really important and what outcome do you want? Focus on finding a solution.
- Find out your legal rights and responsibilities before you talk to the owner/manager. The RTA can help with this.
- Ask for information, advice or help from one of the services listed at the back of this booklet.
- Talk to the owner/manager about the problem, keep calm and try to find a solution together.
- If you are able to agree with the owner/manager on a way forward, make sure you get it in writing and have both of you sign it.
- If you cannot fix the problem by talking to the owner/manager, move on to option 2 – the RTA's Dispute Resolution Service.

What is the RTA's Dispute Resolution Service?

Sometimes tenants and owner/managers are unable to find a solution by themselves. When this happens, either the tenant or the owner/manager can fill in a *Dispute Resolution Request* (Form 16) and give it to the RTA. Be aware that some time limits may apply depending on what the problem is. Check with the RTA if you're unsure.

What happens in dispute resolution?

If you have applied for dispute resolution by filling in and giving a completed *Dispute Resolution Request* (Form 16) to the RTA:

- an officer (called a conciliator) from the RTA will then contact you and the owner/manager, to talk about the issue.
- the officer will not make a decision on your behalf, but will try and negotiate an agreement with you and the owner/manager that suits both of you.
- the officer will give you and the owner/manager information about the law and how it applies to your issue.
- if an agreement is reached by dispute resolution, the agreement will be written down and it becomes part of your tenancy agreement. The Tribunal can enforce the agreement, if needed.
- if an agreement cannot be reached, or the issue is not suitable for the RTA to deal with, the officer will issue a *Notice of Unresolved Dispute* to the person who lodged the *Request for Dispute Resolution* (Form 16).

If dispute resolution is unsuccessful, you then have the option of moving to option 3, applying to the Tribunal for a decision on your case.

Dispute resolution is not always easy. You do not always get the result you want. Work out what is essential, and what is 'wish list'. That way, you are more likely to get a result that works for both you and the owner/manager.



What is the Tribunal?

The Queensland Civil and Administrative Tribunal (QCAT) is an informal court with an adjudicator instead of a judge. When a dispute between a tenant and owner/manager cannot be solved with the help of the RTA's Dispute Resolution Service (or it is listed as an urgent matter under the Act), either you or the owner/manager can apply to have the case heard by an adjudicator at the Tribunal.

You will need to submit an application for a hearing, where an adjudicator will listen to both sides of the case, look at any evidence and make a decision. Once the decision (or Order) is made by the adjudicator, it is binding and must be followed.

For information about making an application to the Tribunal, contact QCAT on 1300 753 228.

When can I apply to the Tribunal?

You can apply to have your case heard by the Tribunal if:

- it is considered an urgent matter under the law, or
- you have tried the RTA's Dispute Resolution Service, were unable to fix the problem and were issued a *Notice of Unresolved Dispute*.

What is an urgent application?

The word urgent does not mean how urgent or important it is for you, but that dispute resolution will not be necessary. The law says an application is seen as urgent if it's about the following:

- if you or the owner/manager are looking to end the tenancy for the reasons listed below:
 - failure to leave – for example, the tenant did not leave by handover day
 - excessive hardship – for example, if you or the owner/manager wanted to end the tenancy because of illness, money troubles or a job transfer to another area
 - damage – for example, if you damaged the premises, or the owner/manager damaged your belongings
 - injury – for example, if you or the owner/manager caused injury to the other party
 - certain repeated breaches of the tenancy agreement – for example, not paying rent (and the same breach repeated more than twice in a one year period)

- the death of the only tenant living in the place
- objectionable (or very bad) behaviour – for example, if you or the owner/manager harassed the other party
- to stop a person causing damage or injury, when you are applying to end a tenancy for the same reasons
- for the owner/manager to make repairs for health or safety reasons
- for a spouse (also called a domestic associate) or occupant to be recognised as a tenant in the case of domestic violence or damage or injury to the tenant or someone else allowed on the premises
- if you disagree with a *Notice to Leave* (Form 12) that you believe was given to you for enforcing your rights
- if you do not agree with an *Abandonment Termination Notice* (Form 15) that was given to you by the owner/manager
- if you are asking for a re-hearing of a decision by the Tribunal to declare a premises abandoned
- if the owner/manager is asking for costs or expenses to be taken from the sale of your things that were left behind
- if you are asking for compensation because you are not happy with how the owner/manager has dealt with your things you left behind
- to settle a dispute about the owner/manager paying you back for emergency repairs
- to work out if your agreement is covered by the *Residential Tenancies and Rooming Accommodation Act 2008*
- if you have been listed on a tenancy database and believe it was done unlawfully, and
- to exclude a person from a caravan park for causing a serious nuisance.

If you need to apply to the Tribunal, contact QCAT on 1300 753 228 or visit www.qcat.qld.gov.au



Hot tip – Do everything you can to fix the problem before going to the Tribunal. There is no guarantee that you will get the result you want. The decision is out of your control – whatever the adjudicator decides, is final.

What is an offence?

An offence is a breach of a section of the Act that has penalty provisions (or a consequence such as a fine) attached to it.

Example – It is an offence for an owner/manager not to lodge all bonds with the RTA within 10 days. The maximum penalty for failure to forward the bond to the RTA is \$4,000 per offence.

The RTA's Investigations Unit is the area of the RTA that investigates alleged offences. It is not a legal service for tenants.

What do I do if I believe an offence has been committed?



If a tenant, owner or manager believes that an offence has been committed, they can call the RTA and ask for a complaint kit to be sent to them.

This kit will guide you through the process of making a formal complaint.

What do I include with my formal complaint?

When you make a formal complaint to the RTA about an alleged offence, you will be asked to give proof to support your claim, such as a copy of your agreement, receipts, written communication between you and the other party and witnesses.

For a case to go to court there must be enough evidence to prove your complaint beyond a reasonable doubt.

What does the RTA do with complaints about offences?

The RTA focuses on encouraging compliance with the law (that is, getting people to understand and follow the rules). During an investigation, the first aim is to educate all the parties about their obligations and responsibilities under the law. The action taken will depend on the seriousness of the case, and can vary from education, to a fine, to prosecution in court.

Will my complaint result in a prosecution?

Going to court is only one option when an investigation is taking place – and the RTA will try other ways to fix the problem first. There is no guarantee the RTA will prosecute (go to court), however, if the RTA decides to take action in court, you may be asked to appear as a witness.

Prosecution may happen when:

- other strategies have failed, or do not address the seriousness of the complaint, or
- it is considered to be in the public interest or in the interest of the residential tenancies sector.

For more information, contact the RTA.



It is important to cooperate with the RTA Investigation Officers if they contact you about an investigation. Lying to an Investigations Officer is a serious offence.

What is a tenancy database?

Tenancy databases are electronic registers run by privately owned companies (such as TICA) that list tenants' names and record information about them.

The registers are used by owners/managers, lessors and agents, as a way to protect their property investment.

Are there laws about tenancy databases?

Queensland has laws about tenancy databases to make sure people are not being put on these lists unfairly. Owner/managers can only list you on a tenancy database in certain circumstances.

When can I be listed on a tenancy database?

You can only be listed on a tenancy database if:

- you are named on the tenancy agreement, and
- the tenancy agreement has ended.

What can a tenant be listed for?

A tenant can only be listed after the tenancy has ended for one of the following reasons:

1. amount owing: you may be listed where the agreement has ended and the amount owing is more than the rental bond, and
 - a. the money is owed under a conciliation agreement or Tribunal Order, or
 - b. you have been served with a *Notice to Remedy Breach* (Form 11) for rent arrears and you have not fixed the breach, or
 - c. you have abandoned the place, unless the dispute is currently being heard by the Tribunal
2. objectionable behaviour: you can be listed for objectionable (very bad) behaviour where the Tribunal has ended the tenancy agreement for that reason
3. repeated breaches: you can be listed for repeated breaches where the Tribunal has ended the tenancy agreement for that reason.

Will I be told if I'm being put on a tenancy database?



The owner/manager cannot list you on a tenancy database unless they have advised you in writing about the listing. They must also give you details about why they are listing you.

If the owner/manager is unable to contact you, they are still able to list you as long as they can show they have taken reasonable steps to let you know about it.

What if I do not agree with the listing?

If you are told that you are about to be listed on a tenancy database and you do not agree with the reasons why, you can:

- talk to the person who made the listing (usually the owner/manager) and try to reach an agreement about changing or removing the listing
- fill in a *Dispute Resolution Request* (Form 16) and give it to the RTA for an RTA officer (conciliator) to negotiate an agreement about the listing, or
- apply straight to the Tribunal to order the owner/manager (or person who is listing you) not to make the listing, or to change it.

If you need to apply to the Tribunal, contact QCAT on 1300 753 228 or visit www.qcat.qld.gov.au.



How long have I got to object to the listing?

If you believe the reasons why you have been listed do not meet the criteria (see 'What can a tenant be listed for?'), you have 6 months from when you find out about the listing to dispute it.

If you believe a listing has been unfairly or incorrectly made (as defined by the Act), there is no time limit for you to dispute it and you may make an application to the Tribunal at any time.

Places that can help – further information

Residential Tenancies Authority (RTA)

Level 23, 179 Turbot Street, Brisbane
Post: GPO Box 390, Brisbane Q 4001
Phone: 1300 366 311
Website: www.rta.qld.gov.au



Tenant Advice and Advocacy Service of Queensland (TAASQ)

These community-based services provide information, advice and advocacy services to tenants.

The telephone numbers shown are correct at the time of printing, but check in your local White Pages under 'Tenancy Advice'.

Brisbane Region

Inner Northern Suburbs (New Farm office)	3358 3951
Inner Southern Suburbs (South Brisbane office)	3844 9814
Logan/North Albert/Beaudesert/Woodridge (Slacks Creek office)	3826 1598
Brisbane North Region (Morayfield office) (outside Brisbane)	5428 6011 1800 809 700
Outer Northern Suburbs (Stafford office)	3857 8686
Outer Northern Suburbs (Zillmere office)	3863 2721
Outer Southern Suburbs (Acacia Ridge office)	3277 7583
Wynnum/Manly/Redlands (Wynnum office)	3893 0016
Ipswich and Surrounds	3281 5409

Regional Queensland

Atherton Tablelands	4091 3128 1800 652 777
Bowen	4786 3735
Bundaberg and Surrounds	4153 2957
Cairns and Surrounds	4031 6733
Fraser Coast (Pialba office)	4124 1523
Gladstone and Region	4976 6360
Gold Coast North (Southport office)	5591 1102
Gold Coast South (Palm Beach office)	5598 3230
Gympie and South Burnett	5482 7623
Mackay	4957 6334
Mt Isa/North West Region	4743 9659
Rockhampton/Central Highlands	4922 7411
Roma District	4620 1065 1800 620 663
Sunshine Coast (Nambour office)	5476 0555
Toowoomba and Surrounds	4616 9707

Townsville and Surrounds	4772 5617
Whitsunday (Cannonvale office)	4945 4288

Tenants Union of Queensland	1300 744 263 www.tuq.org.au
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Caravanning Queensland	3862 1833
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Caravan and Manufactured Home Residents' Association (CAMRA)	3893 0733
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Crisis Accommodation Information

Lifeline	131 114
Homeless Persons Information Queensland (24 hours)	1800 474 753 TTY: 1800 010 222

DV Connect (for domestic violence support)	
For Women (24 hours)	1800 811 811
For Men (9am-5pm Mon-Fri)	1800 600 636

Alternative Dispute Resolution Centre

Department of Justice and Attorney General (outside Brisbane)	3239 6007 1800 017 288
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Anti Discrimination Commission Queensland	1300 130 670
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Office of the Commissioner for Body Corporate and Community Management	1800 060 119
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Office of Fair Trading	1300 658 030
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Department of Communities (Housing and Homelessness Services) – Bond Loans (Brisbane)	3225 1704
Call your local area office listed under 'Housing' in the White Pages if you are outside Brisbane.	

Queensland Civil and Administrative Tribunal (QCAT)	1300 753 228 www.qcat.qld.gov.au
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Here is a list of words we have used in this booklet. If you are still having trouble understanding the information in this booklet, ring the RTA on 1300 366 311 to find out more.

Agent: The caravan may be managed by an agent who acts for the owner of the caravan. This may be a real estate agent or someone else the owner chooses.

Bond: Also called rental bond. Bond is an amount of money paid by or for a tenant under a tenancy agreement. It is intended to be used as financial protection for the lessor in case the tenant breaks the agreement. Bond money must be given to the RTA for safe keeping. See page 6 for more information.

Breach: A breach is a legal word meaning to break your agreement. The owner/manager or the tenant breach their agreement if they do not follow the rules set out by the *Residential Tenancies and Rooming Accommodation Act 2008*. See pages 20-22 for more information on what happens when you give or get a *Notice to Remedy Breach* (Form 11).

Caravan: A caravan is a moveable dwelling that was designed to be towed on the open road by a vehicle. In this booklet, we use the word caravan to mean all types of moveable dwellings in a caravan park, including rented manufactured homes.

Dispute Resolution Service: The Dispute Resolution Service is provided by the RTA to help when tenants and owner/managers disagree about something to do with their tenancy. For more information see page 35.

Fixtures: A fixture is anything you attach or add to the place. For example, picture hooks in the walls, cable TV connections or a fence (that was not there at the start of the tenancy) to keep dogs contained.

Forms: The RTA has a number of official forms that need to be used for various purposes. For example, before an owner/manager can enter the caravan to make repairs, they must give notice to the tenant using an *Entry Notice* (Form 9). See the back cover for a full list of forms.

Handover day: Handover day is the day the caravan is given to the tenant to live in, or the day the caravan is given back to the owner/manager for re-letting.

Inclusions: Inclusions are everything supplied with the caravan for the use of the tenant e.g. couch, bed.

Individually metered: When talking about the supply of services to the caravan (such as gas, electricity or water), 'individually metered' means a meter that:

- has been installed (or approved) by a supply authority, such as Origin Energy
- measures for that premises only, the amount of gas, electricity or water supplied to, or used at, the caravan.

Information statement: The Information statement is a publication that tells you about the laws for renting. This booklet is an Information statement (Form 17b). It is required by law to be given to all new tenants living in moveable dwellings.

Lessor: See owner/manager.

Listed (tenancy database): If you are listed on a tenancy database, it means your details have been put onto a tenancy database, such as TICA, by your owner/manager.

Long tenancy statement: A long tenancy statement is also known as a *Moveable Dwelling Tenancy Agreement* (Form 18b). It is a legal contract between the owner/manager of a caravan park and a tenant. It allows the tenant to live in and use the caravan as their home for the duration of the agreement. If a tenant is staying for longer than 42 days (6 weeks), the law says an owner/manager must give the tenant a *Moveable Dwelling Tenancy Agreement* (Form 18b).

Manufactured home: A manufactured home is a moveable dwelling that was designed so it could be moved, but not towed on the open road.

Moveable dwelling: A place that you use as your home that is designed to be moved. It could be a caravan or manufactured home.

Moveable Dwelling Tenancy Agreement: An agreement where a person (the owner/manager) gives someone (the tenant) the right to use the caravan as their home.

Nominated repairer: The nominated repairer is the repair person or company that the owner/manager prefers to use when fixing things in the park. This is the person or company your tenancy agreement may tell you to call if there is an emergency repair.

Owner/manager: Is the person who either owns the caravan you are renting (also called a lessor) or manages your tenancy for the owner.

Premises: Premises means the place you are renting – such as a caravan or manufactured home.

Residential Tenancies and Rooming Accommodation Act 2008: The *Residential Tenancies and Rooming Accommodation Act 2008* is the law that sets out the rules for renting houses, units, flats, houseboats, caravans, manufactured homes, rooming accommodation and other residential accommodation in Queensland.

Retaliatory eviction: Retaliatory eviction means the tenant has been asked to leave for enforcing their rights. This may be because they have complained to the RTA or another government entity, the police, or taken any other action that enforces their rights. For more information see page 21.

RTA: The RTA means the *Residential Tenancies Authority*. See the back cover for a list of services the RTA provides to the rental community.

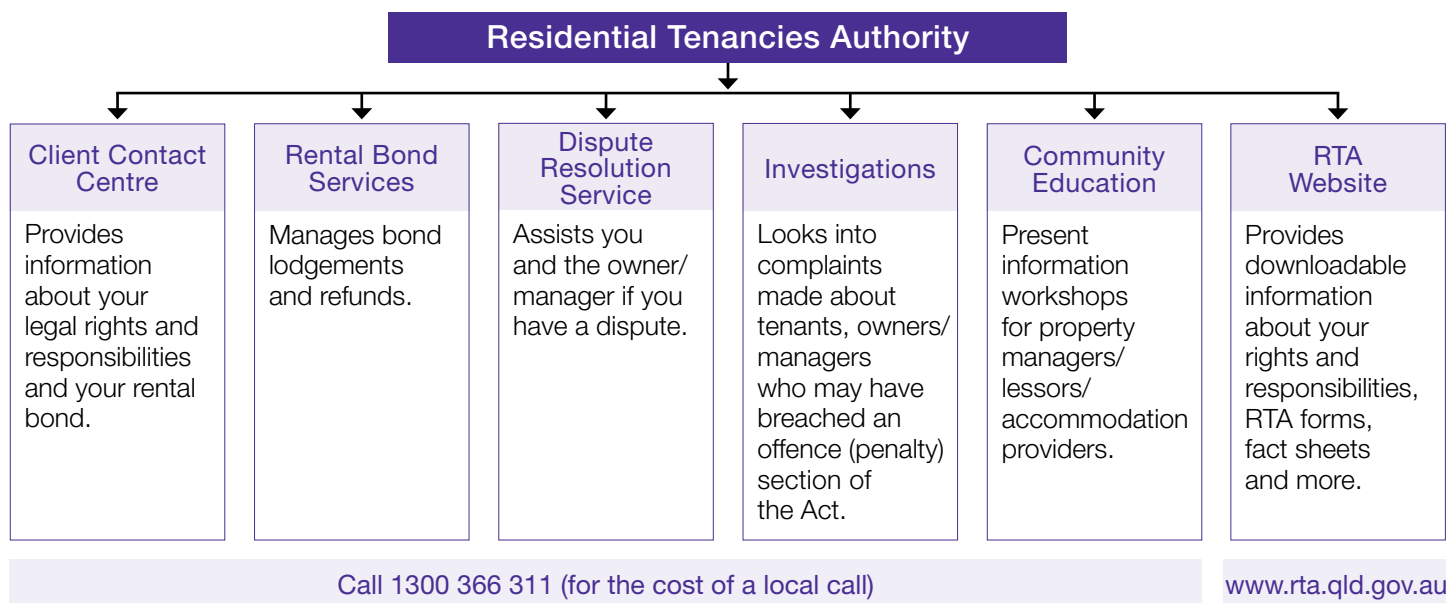
Short tenancy statement: An agreement between an owner/manager and tenant/s that allows the tenant/s to live in and use the caravan as their home for up to 42 days (6 weeks). There is no official RTA form for this purpose.

Special terms: Special terms are additional things the owner/manager would like you to agree to when signing an agreement to move into the park. Special terms must not conflict with the standard terms, or what the law says.

Standard terms: Standard terms are the laws that apply to all people who rent their home. They cover things like how to pay rent, entry and general service charges. The standard terms are a part of your agreement and can be found on pages 3 to 8 of your *Moveable Dwelling Tenancy Agreement* (Form 18b).

Tenant: The person who has the right to live in the caravan or moveable dwelling under a *Moveable Dwelling Tenancy Agreement* (Form 18b).

What support services does the RTA offer?



RTA fact sheets

The RTA has the following fact sheets for tenants and owner/managers renting a home in Queensland caravan parks. Fact sheets are available from www.rta.qld.gov.au or by calling the Client Contact Centre on 1300 366 311.

Renting in Queensland

(translated into 11 languages other than English)

Abandoned premises

Allowing time when serving notices

Caravan parks and manufactured homes

Charging for electricity and other services in a moveable dwelling park

Continuing a fixed term tenancy

Dispute Resolution Services

Domestic violence

Ending a tenancy agreement

Entry and privacy

Goods and documents left behind

Important renting information for natural disaster victims

Moveable dwelling park closure

Moveable Dwelling Tenancy Agreements

Police powers to deal with a serious nuisance

Rent payments and holding deposits

Rental premises – use, condition and repairs

Share homes, co-tenancies and sub-letting

Smoke alarms

Tenancy databases

Water charging

Accessing RTA forms

The RTA's forms can be obtained electronically or in person by:

- www.rta.qld.gov.au
- 1300 366 311
- Level 23, 179 Turbot St Brisbane

A selection of the most commonly used forms are also available at Australia Post outlets around Queensland.

Form 1b *Entry Condition Report – Moveable Dwelling/Site*

Form 2 *Bond Lodgement*

Form 3 *Transfer of Bond*

Form 4 *Refund of Rental Bond*

Form 5 *Change of Lessor or Lessor's Agent*

Form 6 *Change of Shared Bond Arrangement*

Form 7 *Part-Payment of Rental Bond*

Form 8 *Lessor's Agent Signature Record* Not at Australia Post

Form 9 *Entry Notice*

Form 10 *Notice of Lessor's Intention to Sell Premises*

Form 11 *Notice to Remedy Breach*

Form 12 *Notice to Leave*

Form 13 *Notice of Intention to Leave*

Form 14b *Exit Condition Report – Moveable Dwelling/Site*

Form 15 *Abandonment Termination Notice*

Form 16 *Dispute Resolution Request*

Form 17b *Renting a caravan or moveable dwelling in Queensland* Not at Australia Post

Form 18b *Moveable Dwelling Tenancy Agreement*

Form 19 *Notice to Vacate from Mortgagee to Tenant/s* Not at Australia Post

Residential Tenancies Authority

GPO Box 390 BRISBANE QLD 4001

Level 23, 179 Turbot Street BRISBANE QLD 4000 (Mon-Fri 8:30am to 5:00pm)

1300 366 311

www.rta.qld.gov.au

The Residential Tenancies Authority administers the *Residential Tenancies and Rooming Accommodation Act 2008* which contains the rules for renting accommodation as your home in Queensland.