

Information Statement Form 17b

Pocket guide for tenants – caravan parks

The Queensland Parliament has passed legislative changes applicable during the COVID-19 emergency period. If COVID-19 is impacting or has impacted your tenancy and caused financial or excessive hardship, please contact the RTA for further information or options available – visit rta.qld.gov.au or call us direct on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, investigations and prosecutions.

When renting...

You must

- pay the rent on time
- keep the caravan and/or site clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the caravan and/or site is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA

Your tenancy details

Owner/manager's contact details

Bond number

Tenancy end date

Emergency repairs contact/s

For the purposes of this booklet, the word caravan refers to all types of moveable dwellings, including rented manufactured homes. The Act applies to the caravan and site or just the site if you have your own caravan. The Act does not apply to owner-occupied manufactured homes (see *Manufactured Homes (Residential Parks) Act 2003*). This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to *Residential Tenancies and Rooming Accommodation Act 2008*.

Moving in

Tenancy agreement

A *Moveable dwelling tenancy agreement* (Form 18b), also called a lease, is for residents in caravan parks. You may want to rent a caravan and site or just the site. It does not apply if you are staying in a caravan park for a holiday or if you own a manufactured home. It is a legally binding written contract between you and the owner/manager. It must include standard terms and may include special terms (e.g. water consumption).

You and the owner/manager must sign the agreement and you should be given a copy.

There are 2 types of moveable dwelling agreements:

- » Short term: up to 42 days (6 weeks)
- » Long term: longer than 42 days

Period of tenancy agreement:

- » Fixed term agreement – has a start date and an end date and you agree to rent the caravan and/or site for a fixed amount of time (e.g. 6 months)
- » Periodic agreement – when you agree to rent the caravan and/or site for an unspecified amount of time (there will be a start date but no end date)

Temporary variations to the tenancy agreement may be negotiated during the COVID-19 emergency.

Visit rta.qld.gov.au/COVID for more details.

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The owner/manager must not hold your bond. Once the bond is paid they must give you a receipt and complete a *Bond lodgement* (Form 2) which you must sign. The owner/manager must lodge the bond with the RTA within 10 days. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. It must be at least 12 months since the last increase and you must be given 1 month's notice. Any extra bond money must be lodged with the RTA.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in. You can't be asked to pay more rent until the rent in advance has been used up.

- » For a fixed term agreement: a maximum of 1 month's rent in advance
- » For a periodic agreement: a maximum of 2 weeks rent in advance

Rent increases

It must be at least 6 months since the tenancy started or the date of when the rent last changed.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Rent decreases

Rent decreases may occur when there is a drop in the standard of the caravan and/or site; if there is a decrease in services provided (e.g. closure of a swimming pool) or if a natural disaster (e.g. flooding, fire) makes the caravan and/or site partially unfit to live in.

Utilities

Electricity, water, reticulated gas and sewerage are connected to the park in the name of the park owner/manager. They can pass these costs (including bulk water charges) on to you by:

- » including the cost of the services with the rent, or
- » adding a separate charge on top of the rent

You can only be asked to pay service charges on top of your rent if the service is individually metered to your caravan and/or site.

The owner/manager is not allowed to make a profit when on-supplying services to you. They cannot charge you for the cost of supplying or maintaining equipment, or for the time and labour involved in reading the meter.

Entry condition report

The owner/manager must give you an *Entry condition report – moveable dwelling/site* (Form 1b).

It is important for you to take the time and check the condition of the caravan and/or site at the start of the tenancy. This will help to avoid disputes when your tenancy ends. The owner/manager must give you a copy of the final report within 14 days.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the caravan and/or site.

During a tenancy

Park rules

Your owner/manager can make rules about the use, management and control of the park. These rules become part of your tenancy agreement.

The owner/manager must give you a copy of the park rules with the proposed tenancy agreement before taking any money or signing anything that commits you to the agreement.

If you break one of the park rules, you have breached the agreement.

The owner/manager can make park rules about:

- » how the park's common areas (like play areas, swimming pools, barbecues and toilet blocks) can be used
- » how much noise people can make and at what times
- » where and when any sporting or recreational activities can occur
- » speed limits for cars and other vehicles
- » where cars and other vehicles can be parked
- » the disposal of rubbish, and
- » whether pets can be kept.

Park rules may be changed but there is a strict process the owner/manager must follow. Visit our website for more details.

You must be given a written copy of any amended park rules.

Changes to park rules

If the owner/manager wants to change the park rules, they must give each tenant at least 1 month's written notice of the 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.

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, whether the rule change is reasonable and, if it is not, how the rule can be changed to make it reasonable.

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)

If the park owner or tenants are unhappy with the committee's decision, they can apply to the Queensland Civil and Administrative Tribunal (QCAT) for a decision. Applications must be made within 7 days of the committee making its decision.

Maintenance

You are responsible for looking after the caravan and/or site and keeping it, and any inclusions (like the stove top), clean. You must also meet the costs of any damage caused by you or your guests.

The owner/manager is responsible for ensuring the caravan and park facilities are clean, fit to live in and in a good state of repair. They must also comply with any health and safety laws.

This does not apply if you own the caravan, however, it may apply to the leased site.

Repairs

The owner/manager generally carries out any repairs or organises someone to do so. You should not carry out repairs without written consent. When entering the caravan to fix the problem the owner/manager must comply with the appropriate entry notice period. Visit our website for more details.

If you or your guests damage the caravan and/or site, you may have to pay for the repairs.

This does not apply if you own the caravan, however, it may apply to the leased site.

Fixtures

You can only attach a fixture or make a structural change to the caravan and/or site with the owner/manager's written consent and they do not have to agree to the request if they give a good reason.

If a tenant rents a caravan from an owner/manager and are experiencing domestic and family violence, they can arrange for a qualified tradesperson to change the locks to the caravan to ensure their personal safety. The tenant must provide copies of the keys to the owner/manager unless the owner/manager agrees to not being given a copy of the key.

This does not apply if you own a caravan, however, they must meet all the relevant local and state laws.

What to do in an emergency

If the owner/manager or nominated repairer listed on your agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of 2 weeks rent. If you pay the repairer you will need to give all receipts to the owner/manager who must pay you back within 7 days. Keep copies of all receipts. Check your agreement to clarify what is meant by an emergency repair.

This does not apply if you own the caravan, however, it may apply to the leased site.

Smoke alarms

Smoke alarms are highly recommended for caravans and motor homes. The Queensland Fire and Emergency Services recommend the use of photoelectric smoke alarms. Visit qfes.qld.gov.au for more details.

Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the caravan is well cared for and there are no maintenance or health and safety issues.

The owner/manager may also need to enter the caravan for repairs or a viewing if it is being put up for sale. In most cases the owner/manager must give you an *Entry notice* (Form 9) before they can enter the caravan. However, they may enter in an emergency or if you verbally agree. Entry must occur at a reasonable time. Visit our website for more details.

This does not apply if you own the caravan, however, it may apply to the leased site.

Problems

If you do something wrong

If you breach the agreement, the owner/manager can issue a *Notice to remedy breach* (Form 11).

Example: you fall more than 7 days behind in rent, you do not keep the caravan and/or site in the agreed condition, or you or your guest breach a park rule (e.g. make a lot of noise).

If you don't fix the problem within the timeframe specified on the notice you may be given a *Notice to leave* (Form 12) by the owner/manager.

If you or your guest causes serious nuisance (i.e. disorderly behaviour), the owner/manager may contact the police to have you excluded from the park for 24 hours.

If the owner/manager does something wrong

If the owner/manager breaches the agreement, you can issue a *Notice to remedy breach* (Form 11).

Example: the owner/manager fails to keep the caravan and/or site well maintained or enters the caravan and/or site without the correct notice.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and try to resolve disputes with the owner/manager directly. If this does not work the RTA's free dispute resolution service may be able to help. If it remains unresolved you may be able to take the matter to QCAT.

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the owner/manager should sign a letter or statement that includes the new date.

If there is to be a change to any of the terms of the agreement the owner/manager will need to prepare a new written tenancy agreement. You and the owner/manager must sign the new agreement before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it but only after you've signed the new agreement.

If the end date of a fixed term agreement goes by without any contact between you and the owner/manager, the agreement continues as a periodic agreement.

A short tenancy can only be extended once. After that you must move out or be put on a long term tenancy agreement.

Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing (1 day for a short term tenancy). If the owner/manager wants you to leave they must give you 2 months notice (2 days for a short term tenancy).

You must continue to pay rent until you move out.

You must leave the caravan and/or site in the same condition it was in when you moved in as documented in the entry condition report, fair wear and tear excepted.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you are still responsible for compensating the owner/manager for lost rent until another tenant can be found or until the tenancy ends. You may also be liable for other costs such as the cost of re-letting the caravan and advertising. The owner/manager must make an effort to limit your loss or expense.

Temporary changes to tenancy laws apply during the COVID-19 emergency period. Visit rta.qld.gov.au/COVID for more details.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy. Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the owner/manager and terminating the tenancy from an agreed date.

Exit condition report

The *Exit condition report – moveable dwelling/site* (Form 14b) should be completed by you. It shows the condition of the caravan and/or site when you leave. If possible you should try to arrange a final inspection with the owner/manager.

The owner/manager must complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the owner/manager for rent, damages or other costs. You can apply to have your bond money returned on, or after, handover day. Providing the RTA with your forwarding address and bank account details will ensure your bond refund is not delayed.

Please note that bond refunds can only be paid into Australian bank accounts (no cheques).

If you and the owner/manager agree at the end of the tenancy

You and the owner/manager must sign the *Refund of rental bond* (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days. The fastest way to get your bond back is to provide the RTA with your Australian bank details so it can be deposited into the correct account.

If you and the owner disagree

You or the owner/manager can submit a bond refund form. The RTA will then send the other person a *Notice of claim* and a *Dispute resolution request* (Form 16). If the RTA does not receive a response within 14 days, the bond will be paid out as directed on the bond refund form that was processed first.

If they do respond, the RTA's free dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the owner/manager sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution request form can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged within 7 days, the RTA will pay the bond as directed on the bond refund form that was processed first.

Visit qcat.qld.gov.au for more information.

Domestic and Family Violence Support

Domestic violence in a caravan and/or site

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who suffers domestic violence in a caravan and/or a leased site has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a caravan and/or site is experiencing domestic violence and no longer feels safe living in the the caravan and/or site, they can end their interest in a tenancy agreement by providing the owner/manager seven days notice of their intention to leave supported by appropriate evidence. They can leave before 7 days but they are responsible for paying rent until the end of this notice period and will not liable for any other costs.

A person can also apply to QCAT to:

- » be listed as the tenant
- » remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- » end the tenancy agreement, or
- » prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence

Every person has a right to feel safe and live free from violence. If there is violence in your home, a domestic violence order may be able to help stop the violence. A domestic violence order places limits on the behaviour of the person who is violent towards you.

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311
Mon–Fri: 8.30am–5pm

Emergency

Police, firefighters or ambulance.

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for deaf, hearing or speech impaired clients
TTY or computer modem.

t 133 677

Translating and Interpreting Service (TIS)

TIS will telephone the RTA for you at no extra cost.

t 131 450

Lifeline

Personal crisis support.

Anyone experiencing a personal crisis other than domestic and family violence, such as loss of a loved one, financial hardship or serious illness, can contact Lifeline for support and referrals to appropriate services.

t 13 11 14

DV Connect

Domestic/family violence and crisis support.

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance.

t 1800 019 123

we're here to help

Call us
1300 366 311



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