



Information Statement Form 17b

Pocket guide for tenants – caravan parks

*Residential Tenancies and Rooming Accommodation Act 2008
(Section 67)*

Changes to Queensland tenancy laws came into effect on 6 June 2024 and are being implemented in phases, changes include rent increase frequency and rules around rent bidding.

Additional changes to Queensland tenancy laws came into effect on 30 September 2024. Key changes include maximum bond amount, reletting costs, rent payment methods, utility bills, evidence for bond claims, information sharing and false and misleading information. Upcoming changes from 1 May 2025 include updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process for request for fixtures and structural changes.

Learn more about these changes at rta.qld.gov.au or call us 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, and compliance and enforcement.

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
- provide the day the rent for the premises was last increased in the tenancy agreement (for agreements that commence after 6 June 2024). The requirement to provide evidence of rent increase does not apply if the premises is purchased within 12 months of commencement, and the property manager/owner does not have information about the date of the last rent increase. This requirement also does not apply to exempt property managers/owners.

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 tenants 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). It must also include the day the rent for the premises was last increased except where renting through an exempt property manager/owner.

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)

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. The maximum bond amount is two times weekly rent, or if electricity is in lessor's name and passed onto the tenant, three times weekly rent. You can lodge your bond directly with the RTA using [RTA Web Services](#).

Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper [Bond lodgement \(Form 2\)](#) which you must sign.

The property 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. Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via the [RTA Web Services](#).

The maximum bond amount is two times the weekly rent, or if the electricity is in the lessor's name and passed onto the tenant, three times the weekly rent.

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.

Only a maximum of 2 weeks rent in advance can be taken for moveable dwelling agreements.

Your property manager/owner cannot, at the start of a new tenancy, solicit, accept or invite you to pay more rent in advance than what is allowed under tenancy law, or accept rent greater than this amount.

Property managers/owners must offer tenants at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to the tenant/resident.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered.

Additionally, from 1 May 2025 property managers/owners must disclose any financial benefits they may receive if the tenant/resident uses a specific rent payment method.

Rent increases

Rent can only be increased if it has been at least 12 months since the current rent amount became payable.

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).

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

Under the Act, the date of the last rent increase must be included in the tenancy agreement. Tenants have the right to request written proof of the last rent increase during the tenancy, and the property manager or owner must provide this information within 14 days. However, these requirements do not apply in the following cases:

- Exempt Lessors: the Act outlines who qualifies as an exempt lessor.
- For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase.
- For properties being rented for the first time: the date of the last rent increase is the date the property is first rented.

Note: A property manager or owner is considered to have evidence of the last rent increase if they or their agent (such as a real estate agent, property manager, or lawyer) has this information.

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

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.

If rent has been decreased and later returns to the original amount, this change is not considered a rent increase within the 12-month limits under the Act.

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.

For general service charges a property manager/owner must provide a tenant/resident with a copy of the document from the relevant service provider that shows the charges. This must be done within four weeks of the property manager/owner receiving the document or the tenant/resident does not have to pay.

This requirement applies to individually metered utilities for moveable dwellings including utilities services for rooming accommodations. It does not include service charges or utilities services that are included in the rent.

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. For tenants with long term agreements, you must complete the report and return a signed copy to the owner/manager within 7 days. The owner/manager must give you a signed copy of the final report within 14 days.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

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.

Minimum housing standards

Minimum housing standards, which clarify repair and maintenance obligations, commenced for new tenancies (including renewed tenancy agreements) from 1 September 2023 and for all remaining tenancies from 1 September 2024.

If an owner/manager is renting a movable dwelling to the tenant, it must meet minimum housing standards when they move in and throughout the tenancy agreement.

Minimum housing standards do not apply to shared caravan park facilities, such as communal kitchens, bathrooms, or laundries. However, these communal areas must be in good repair and comply with health and safety laws.

Routine repairs

The owner/manager generally carries out any repairs or organises someone to do so. You should not carry out repairs without written consent.

If you have notified the owner/manager of the repair – by email, maintenance request, or a [Notice to remedy breach \(Form 11\)](#) – and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

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.

What to do for emergency repairs

If the owner/manager or nominated repairer listed on your agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your agreement to clarify what is an emergency repair).

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.

Alternatively, you can ask the owner/manager to pay the repairer directly.

2. make an urgent application to the Tribunal for a repair order for the emergency repair.

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

Applying for a repair order

To avoid issues with enforceability of a repair order tenants are encouraged to list all relevant parties – including the property owner in the application to QCAT. Although QCAT determines the content and specifics of a repair order, including the property owner on the application may help to clarify accountability, support compliance, and encourage timely repairs. The property owner's details may be found in the tenancy agreement or by contacting the managing party for the rental property.

Learn more about how to apply for a repair order in the [Repair orders fact sheet](#).

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.

Requesting to rent with a pet

If you would like to keep a pet at the park/site, you must seek written approval from the owner/manager using a [Request for approval to keep a pet in rental property \(Form 21\)](#).

The owner/manager must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to the park rules and other applicable laws.

Smoke alarms

Smoke alarms are highly recommended for caravans and motor homes. The Queensland Fire Department recommend the use of photoelectric smoke alarms. Visit fire.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 don't pay the rent as per the tenancy agreement and it remains unpaid for 7 days or more, 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.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

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.

Note that the rent cannot be increased unless at least 12 months have passed since the last rent increase and a property manager/owner must offer tenants/ at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to the tenant/resident.

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 may be responsible for reletting costs.

Reletting costs for fixed-term agreements are calculated based on how much of the lease has expired. The specific reletting costs depend on how much of the agreed tenancy duration has passed when a tenant/resident vacated:

- Less than 25% = 4 weeks rent
- 25% to less than 50% = 3 weeks rent
- 50% to less than 75% = 2 weeks rent
- 75% or more = 1 week's rent
- For agreements up to 3 years it's the lower amount of the specified reletting costs or the rent until a new tenant/ moves in.

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 and compares the condition of the moveable dwelling/site to when you moved in. If possible you should try to arrange a final inspection with the owner/manager.

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

To prevent disputes, the RTA strongly advises both parties that if there is an individually metered connection to the caravan and/or site, the meter reading should be recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the park owner/manager for rent, damages or other costs. You can apply on, or after, handover day to have your bond money returned.

You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using [RTA Web Services](#).

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

Rental bonds lodged on or after 30 September 2024 will require supporting evidence to be provided to a tenant/resident when a property manager/owner claims or disputes a bond refund request. This must be done within 14 days of the bond claim or dispute. Not providing supporting evidence to a tenant/resident when a claim or dispute is made against a bond is an offence.

For rental bonds lodged with the RTA before 30 September 2024, a 12 month transitional period from 30 September 2024 to 30 September 2025 applies. Evidence does not need to be provided for bond claims until after this period expires for bonds lodged with the RTA before 30 September 2024.

If you and the park owner/manager agree on the refund amount

You and the park owner/manager can request a bond refund online using [RTA Web Services](#). Alternatively, you and your park owner/manager must sign the paper based [Refund of rental bond \(Form 4\)](#) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the park owner/manager disagree

The RTA encourages you and your park owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using [RTA Web Services](#) or the paper based [Refund of rental bond \(Form 4\)](#).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a *Notice of claim* and Party B can disagree digitally via [RTA Web Services](#) or submit a [Dispute resolution request \(Form 16\)](#) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund 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 by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

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Domestic and family violence support

Domestic and family 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 experiences domestic and family 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 and family violence and no longer feels safe living in 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 vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a [Notice ending tenancy interest \(domestic and family violence\) \(Form 20\)](#) to end their interest in a tenancy agreement. Tenants and property owners/managers can also complete a [Bond refund for persons experiencing domestic and family violence \(Form 4a\)](#) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

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 – 5:00pm)

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance.

t 1800 019 123



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

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