Managing caravan park tenancies
in Queensland

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act). The RTA provides tenancy information and support, bond management, dispute resolution, compliance and enforcement, and education services. This guide is as an educational resource for people who manage moveable dwelling tenancies in Queensland.

It provides a summary of how the Act applies and the information provided is for general guidance only – it is not legal advice. The Act takes precedence over this information should there be inconsistency between the Act and this guide.

The Act applies to tenancy agreements for caravans, caravan sites, houseboats and rented manufactured homes. It covers short moveable dwelling tenancies and long-term tenancies but does not apply to holiday lettings.

Manufactured homes which are occupied by their owners are also not covered by tenancy laws. They are covered by the *Manufactured Homes (Residential Parks) Act 2003* which is administered by the Department of Housing and Public Works.

As the manager/owner, you must:

- ensure the caravan and/or site are vacant, clean and in good repair at the start of the tenancy
- respect the rights of a tenant to quiet enjoyment of the caravan, common areas and facilities
- comply with all health and safety laws
- keep the caravan and inclusions in a good state of repair
- ensure any external doors and windows of the moveable dwelling have locks or latches, if you are renting the dwelling as part of the tenancy
- provide reasonable security with locks in good working order and supply keys for each lock
- pay all charges, levies, premiums, rates and taxes for the caravan and/or site and cover the cost of preparing the tenancy agreement
- ensure common areas and facilities are kept clean and maintained
- ensure you lodge all bond money with the RTA within 10 days of receiving it, if a tenant pays the bond to you
- ensure copies of all relevant documents are provided to a tenant within the correct timeframes (e.g. signed tenancy agreement, park rules, signed entry condition report, etc.)
- ensure the moveable dwelling meets minimum housing standards, if you are renting the dwelling as part of the tenancy (see page 5).

A tenant must:

- pay the rent on time and as per the agreement
- keep the caravan and/or site clean and undamaged and return it, in the same condition it was in when they moved in (fair wear and tear excepted)
- keep to the terms of the tenancy agreement
- respect neighbours' right to peace and quiet
- follow the park rules
- not harass, intimidate or verbally abuse the owner/manager, park staff, or a person occupying (or allowed on) the premises
- not cause intentional damage to the premises
- not injure the owner/manager, park staff, or a person occupying (or allowed on) the premises.

Contents

As the manager/owner, you must: 1

A tenant must: 1

Before a tenancy 3

When a caretaker or manager acts on your behalf 3

Clear communication 3

Advertising the caravan and/or site for rent 3

Fees and charges 3

Key deposits 3

Holding deposits 3

Rental application process 4

Verification of Identity 4

Discrimination 4

Personal information 4

Before you rent out a caravan and/or site 5

Minimum housing standards 5

Smoke alarms 5

Electrical safety switches 6

Charges, rates and levies on the land 6

Utilities 6

Electricity meters 6

Charging for electricity 6

Starting a tenancy 7

Short tenancy statement or long term tenancy agreement 7

Short tenancy statement 7

Long term tenancy agreement 7

Documents you will need to give the tenant: 7

Tenancy agreement 7

Special terms 7

Types of shared households 8

Unapproved occupants 8

Park rules 8

Entry condition report 8

Rental bond 8

Maximum bond amounts 9

Part payment of bond 9

Rental bond loans 9

Transfer of bond 9

Increasing the bond 9

Rent 9

Disclosure of benefits 9

Receipts and records 10

Rent in advance 10

Unpaid rent 11

Increasing the rent 12

Evidence of last rent increase 12

Exempt lessors 12

Tribunal order about rent increase 12

Excessive rent increases 12

Decreasing the rent 13

Pets in a rental property 13

Locks and keys 13

During a tenancy 14

Entry 14

Disputes about entry 14

Maintenance and routine repairs 16

Emergency repairs 16

Repair orders 16

Fixtures and inclusions 17

Unapproved fixtures or structural changes 17

Moving to a new site 17

Changing park rules 18

Misrepresentation 18

Breaches 18

Breaches by a tenant 18

Breaches by the owner/manager 18

Repeated breaches 18

Notice periods 19

Serving notices by email 19

Serving notices by post 19

Change of shared tenants and bond contributors 19

Selling a tenanted caravan 20

Releting a tenanted caravan 20

Continuing a tenancy 20

Ending a tenancy 21

Ending a fixed term agreement. 21

Notice to leave 22

Notice of intention to leave 24

Non-liveability 25

Application to terminate the tenancy due to a serious breach 25

Breaking the tenancy agreement 25

Agreements entered into from 30 September 2024 25

Agreements entered into prior to 30 September 2024 26

Ending a tenancy due to hardship situations 26

Domestic and family violence (DFV) 26

Abandoned caravan 27

Exit condition report 27

Refunding the bond 27

Goods and documents left behind 28

Disputes 28

Urgent applications to QCAT 29

Retaliatory action and eviction 29

Warrant of possession 29

Serious nuisance 30

After a tenancy 30

Keeping records 30

Destruction of personal information 30

Tenancy databases 30

Contact information 31

Before a tenancy

When a caretaker or manager acts on your behalf

You are responsible for meeting the requirements of the Act. If you employ a manager/caretaker to manage the park you should ensure they understand their legal obligations. To ensure the terms of the agreement are clear, you and the manager/caretaker may want to have a formal, written agreement in place.

Clear communication

Clear communication is vital between you and the prospective tenant. Being clear about expectations and what is included in the tenancy agreement gives everyone a chance to resolve concerns before the start of a tenancy and helps prevent disputes at the end of the tenancy.

Advertising the caravan and/or site for rent

Section 57–57AA

Rental properties must be advertised at a fixed price. You, or your manager, do not have to display the price on a 'for rent' sign at the park, but any other advertisement must include a fixed price.

You must not:

- advertise the caravan and/or site with a rent range (e.g. between $400 to $450)
- put the caravan and/or site up for a rent auction, where prospective tenants are required to bid for a caravan
- encourage or accept an offer of higher rent than advertised or more rent in advance than prescribed under legislation from a prospective tenant at the start of a tenancy.

Fees and charges

Section 59

The only money you can ask a prospective tenant for is:

- a key deposit
- a holding deposit
- a rental bond
- rent.

You can only accept an amount for a tenancy (apart from a key deposit) if you have first given the prospective tenant a written copy of the proposed tenancy agreement including any special terms and park rules.

You cannot charge a prospective tenant an application fee.

Key deposits

Sections 156–158

You may ask a prospective tenant for a refundable key deposit to inspect the caravan.

It is not compulsory to take a key deposit. However, if you do take one, you must give the tenant a receipt stating:

- your name (or the name of the person taking the deposit)
- the name of the person paying the deposit (usually the prospective tenant)
- the address of the rental caravan and/or site
- the date the deposit is received
- the amount paid
- that it is a key deposit, and
- when the key is to be returned.

The key deposit must be fully refunded when the prospective tenant returns the key, regardless of whether they enter into an agreement or not.

Holding deposits

Sections 159–162

A prospective tenant may be asked for a deposit to reserve or hold the caravan and/or site they intend to rent. They must be given a copy of the proposed agreement, including any special terms and park rules, before money is taken.

You and the tenant should agree on the holding period that applies to the deposit. If none is agreed, the period is 48 hours.

You can only take one holding deposit at a time for the caravan and/or site. Once you have taken the deposit you must give a signed receipt and ensure the caravan and/or site is available if the prospective tenant decides to proceed with the tenancy.

If the tenant does not want to rent the caravan and/or site and tells you within the holding period, you must refund the deposit within 3 days.

You can keep the holding deposit if the prospective tenant fails to notify you of their decision not to go ahead with the tenancy within the agreed holding period.

You can also keep the holding deposit if the prospective tenant indicates they will proceed with the tenancy but fails to enter into a tenancy agreement before the end of the holding period.

When a tenant commits to an agreement, the holding deposit becomes part of the rental bond.

Rental application process

Section 57B to 57D

Park managers/owners must require prospective tenants to apply for a residential tenancy using the standardised application form prescribed under Queensland tenancy laws. The approved form is the RTA's Rental application (Form 22), available at rta.qld.gov.au. Park managers/owners may use their own application form, provided it complies with the relevant provisions of the Act and regulations. The application form must not request information beyond what is specified in the Form 22.

A park manager/owner must provide at least two different methods for a prospective tenant to submit their application. One of these methods must not be restrictive.

Restrictive methods refer to:

- Where an applicant is required to provide their personal information through an online platform to someone who is not the property manager/owner, but who is collecting the information on their behalf; and
- A method that incurs a cost to the applicant, such as an application fee or the cost to conduct a background check.

A park manager/owner can request no more than two documents from each of the following categories to support the tenancy application:

I. Documents proving the prospective tenant's identity;
II. Documents showing the prospective tenant's financial ability to pay rent;
III. Documents assessing the prospective tenant's suitability for the rental.

An applicant may offer to provide more documents, but you cannot request, encourage, or solicit additional documents.

Park managers/owners cannot request certain information, specifically:

- Evidence of legal actions taken by the applicant, including disputes or matters considered by a tribunal;
- Any Notice to remedy breach (Form 11) or Notice to Remedy Breach (Form R11), either issued to or by the applicant;
- The applicant's history regarding rental bonds, including any claims made;
- Any statements that detail a potential applicant's credit or bank account transaction history.

Verification of Identity

The Act allows an applicant to verify their identity by either:

- Providing a copy of the original identity document; or
- Allowing the property manager/owner to access or sight the original identity document.

Discrimination

Section 7 and 82 of the *Anti-Discrimination Act 1991*

You must not unlawfully discriminate when choosing a tenant. Prospective tenants should be assessed on their individual merits rather than on the basis of bias or prejudice. The *Anti-Discrimination Act 1991* and federal anti-discrimination laws protect tenants and prospective tenants. You cannot make it harder for people in particular groups to gain access to your rental caravan and/or site.

Contact the Queensland Human Rights Commission for more information.

Personal information

Sections 457C to 457E

The Act defines personal information as information or an opinion about a specific person, or someone who can be reasonably identified, whether the information is true or not. This includes whether the information is recorded or not, and also covers photographs or images of someone's personal possessions or standard of living. This means personal information may also include any photos taken during a routine inspection, as taking photos during property inspections is considered part of managing the rental premises.

Personal information can only be collected:

- For applicants – to assess if they are suitable to rent the property.
- For tenants – only if the information is needed to manage the rental agreement.

Park managers/owners have responsibilities for personal information collected and stored during the application process and throughout the management of the residential tenancy agreement.

A park manager/owner must ensure that personal information is stored securely, accessed only by authorised individuals, and destroyed within the required time frame. This information must be protected from unauthorised access, use, or theft, and may only be used for the purpose of assessing the applicant's suitability as a tenant or accessed only for managing the rental premises.

Before you rent out a caravan and/or site

Make sure:

- the caravan and/or site is clean and in good repair
- locks and security devices are in good working order
- there is a full set of keys for one tenant and entry keys for all other tenants
- there are contact details for emergency repairs in the tenancy agreement
- you decide if you will take a key or holding deposit (refundable to prospective tenants)
- you decide if you will take a bond from a tenant
- the moveable dwelling meets minimum housing standards (see below), if you are renting the moveable dwelling to a tenant.

You must also ensure there is nothing preventing a tenant from moving into the caravan and/or site.

Before accepting any money from a tenant or committing them to the tenancy, you must provide a copy of the proposed tenancy agreement that includes any special terms, the park rules, and discloses any repair orders that have not been rectified. This includes situations where a tenancy application form commits a tenant to renting the caravan if you choose their application.

If you are planning on putting the caravan up for sale, check the rules around selling a tenanted property (see page 20).

Minimum housing standards

At the start of and throughout a tenancy, the premises must meet minimum housing standards, which aim to ensure all Queensland rental properties are safe, secure and functional.

Minimum housing standards apply to the moveable dwelling and its site. They do not apply to shared site facilities, such as communal kitchens, laundries, or bathrooms. However, under the Act, shared facilities must be in good repair and meet health and safety standards.

If you are renting the dwelling to a tenant, it must:

- be weatherproof and structurally sound
- be in good repair, with fixtures and fittings (such as electrical appliances) that are not likely to cause injury through normal use
- have functioning locks or latches on all external doors and windows that can be reached without a ladder
- be free from vermin, damp and mould (this does not include cases where the vermin, damp or mould has been caused by the tenant)
- include curtains or other window coverings, which provide privacy in rooms where a tenant might reasonably expect it, such as bedrooms
- have adequate plumbing and drainage and be connected to hot and cold water that is suitable for drinking
- provide privacy in bathroom areas and have flushable toilets connected to a sewer, septic tank or other waste disposal system, if bathrooms are provided in the moveable dwelling
- have a functioning cook-top, if a kitchen is provided in the moveable dwelling
- include the necessary fixtures for a functional laundry, such as tap fixtures and adequate plumbing, if laundry facilities are provided in the moveable dwelling. The laundry does not have to include a washing machine or other white goods, as these may be provided by a tenant.

Smoke alarms

Sections 147W–148P of the *Fire Services Act 1990*

Smoke alarms are highly recommended for caravans and mobile homes. The Queensland Fire Department recommends that you have at least one working photoelectric smoke alarm inside the van where the bed is, and one also in the annex if someone sleeps there. The smoke alarm should meet Australian Standard 3786-2104. Contact the Queensland Fire Department for more information.

Electrical safety switches

Section 80A of the Electrical Safety Regulation 2002

All residential caravans in Queensland must be fitted with a working safety switch. Contact the Electrical Safety Office within the Office of Industrial Relations for more information about electrical safety requirements in a caravan and best practice maintenance recommendations.

Charges, rates and levies on the land

You are responsible for paying all charges, levies, premiums, rates or taxes payable for the caravan park (e.g. land taxes, general rates and environmental levies).

Utilities

Sections 167–168

Electricity, water, reticulated gas, and sewerage are connected to the park in your name or the manager's name. You can pass these costs on to a tenant by:

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

You can only add separate charges to the rent if the service is individually metered to the caravan and/or site. Separate service charges must be recorded in item 13 of the tenancy agreement.

Utility charges must be passed onto the tenant within 4 weeks after the owner receives a document from the supply authority that shows the amount charged, otherwise the tenant does not need to pay.

You are not allowed to make a profit when supplying services (such as electricity, water, gas etc) to a tenant. You can only charge the rate or amount that the supplier of the service charges you. You cannot charge a service fee, connection fee, network fee, or a fee for the cost of supplying or maintaining equipment, or charge for the time and labour involved in reading meters, or time involved with administering a tenant's account.

If you and the tenant disagree about how bills are worked out, contact the RTA for help.

If a service becomes unavailable due to actions or inactions on your part, the rent may be reduced by an amount equivalent to the value of that particular service.

Electricity meters

If your park has electricity meters, you must charge according to the meter reading. You should record the date and amount of each meter reading, the quantity of electricity used and the amount the tenant has to pay.

Charging for electricity

Under the *Electricity Act 1994* there are 2 ways you can calculate the cost of electricity. The first is to calculate the average cost per unit and multiply it by the number of units recorded on the tenant's meter for that payment period. The second is to calculate how much the tenant would have to pay if they were a direct customer of the supply authority.

Contact the Department of Energy and Climate for more information.

Overcharging for electricity is an offence and is a breach of the tenancy agreement.

Starting a tenancy

Short tenancy statement or long term tenancy agreement

Sections 46 to 51

Short tenancy statement

You and a tenant may agree to sign a short tenancy statement. There is no approved form. A short tenancy is 42 days or less and may be extended for an additional 42 days. If the tenancy continues after the extension, it is deemed to be a long term tenancy. Note: some parts of the Act do not apply to short tenancies.

Long term tenancy agreement

If the tenancy is for a longer period of time, you and a tenant may agree to sign a Moveable dwelling tenancy agreement (Form 18b) for either a fixed term (e.g. 3, 6 or 12 months), or a periodic agreement.

Documents you will need to give the tenant:

Sections 58, 61, 65, 67 and 68

- the proposed Moveable dwelling tenancy agreement (Form 18b) which includes any special terms
- a copy of Pocket guide for tenants – caravan parks (Form 17b)
- a copy of the park rules
- a Bond lodgement (Form 2) if you decide to ask for a bond (alternatively, you or the prospective tenant can lodge and pay for a bond online using RTA Web Services)
- an Entry condition report – moveable dwelling/site (Form 1b).

Tenancy agreement

Sections 57A, 61–64

A Moveable dwelling tenancy agreement, also known as a lease, is a legally binding written contract between you and a tenant. You must give a tenant a copy of the Moveable dwelling tenancy agreement (Form 18b) before they pay any money or enter into the tenancy agreement. It is an offence not to provide a tenant with a written tenancy agreement as well as the obligations for the site's upkeep. A tenant may want to rent a caravan and site, or just the site. It does not apply to a person, or guest staying at the caravan park for a holiday.

The tenancy agreement outlines your rights and responsibilities and those of your tenant. It must include standard terms and may include special terms. You must also disclose any repair orders yet to be complied with. It is recommended a tenant is aware of the allocated boundaries of their rented site and what they are responsible for maintaining.

You are also responsible for the cost of preparing the agreement which must be written in a clear and precise way.

The tenant must sign and return the agreement to you within 5 days. You should send them a copy of the signed agreement within 14 days.

The agreement may only be ended by following the correct procedure.

There are 2 types of moveable dwelling agreements:

- **Short tenancy** – up to 42 days (6 weeks) – short tenancy statement
- **Long term tenancy** – longer than 42 days – moveable dwelling agreement.

A Moveable dwelling agreement can be:

- **Fixed term agreement** – has a start date and an end date, and a tenant agrees to rent the caravan and/or site for a fixed amount of time (e.g. 12 months)
- **Periodic agreement** – when a tenant agrees to rent the caravan and/or site for an unspecified amount of time (there will be a start date but no end date).

Special terms

Sections 53, 54 and 56

All special terms are negotiable and should be discussed with the tenant prior to them signing the tenancy agreement.

Special terms may include details about pets, rent increases, charging for utilities and pest control.

Although a tenant has an obligation at the end of a tenancy to leave the caravan and/or site in the same condition it was in at the start of the tenancy, fair wear and tear excepted, the special terms cannot require the tenant to use a specific contractor or company to achieve this. The terms also cannot require them to provide evidence of professional services used.

If you agree to a tenant's request for a pet, the Act does allow you to include reasonable conditions for approval, including a requirement to:

- have the caravan professionally fumigated and/or carpet professionally cleaned at the end of the tenancy
- keep the pet secured on the site.

Damage caused by a pet is not considered fair wear and tear.

Special terms that are in conflict with the Act are not binding, even if you and the tenant have agreed to them. Penalties may apply.

Types of shared households

Co-tenancies – where all occupants are named on the agreement as tenants. Tenants are jointly and individually responsible for the rent and other obligations under the agreement.

Sub-letting – where a tenant named on the agreement establishes themselves as a head tenant through a sub-agreement tenancy with other occupants. Sub-tenants have no direct relationship with you and deal directly with the tenant named on the original agreement. However, a tenant cannot sub-let a caravan and/or site without your written permission including short tenancy arrangements such as an Airbnb. If a head tenant collects a bond from the sub-tenant, they must lodge it with the RTA within 10 days.

Unapproved occupants

You have the right to know and approve of the people living in the caravan and/or site. Your approval must be given in writing.

A tenant is entitled to have guests. If you believe a person is living with a tenant and you haven't granted approval, you can seek removal of the unapproved occupant by issuing a Notice to remedy breach (Form 11) to the tenant. If the breach is unremedied, you may issue a Notice to leave (Form 12) to the tenant. You may also seek help through the RTA's dispute resolution service to resolve the matter.

Park rules

Sections 68, 228

You must give the tenant a copy of the caravan park rules with the proposed tenancy agreement before taking any money (e.g. a rental bond) or signing anything that commits them to the agreement.

These park rules are a part of the tenancy agreement, and by signing it the tenant agrees to follow these rules. If they break a park rule, they have also breached the tenancy agreement.

You 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
- whether pets can be kept
- other areas covered by the Act.

If you want to change the park rules, there is a strict process that needs to be followed (see page 18).

Entry condition report

Sections 65 and 506

The Entry condition report – Moveable dwelling/site (Form 1b) records the condition of the caravan and/or site at the start of the tenancy. It is important to fill it out properly to avoid future problems. You must complete and sign the report and give a copy to the tenant for them to complete and sign. The tenant must return a copy to you within 7 days. You and the tenant could also complete and sign the report together. It is important that both you and the tenant have a copy of the report. The tenant can disagree with what you have written, by including their own comments.

Attaching photographs or videos is a useful way to support what you have written on the form. The report and any other evidence may become important if you need to make a claim on the bond at the end of the tenancy, or if there is a dispute over the condition of the caravan and/or site.

Rental bond

Sections 110–122, 146–148

A rental bond is a security deposit a tenant pays at the start of a tenancy. It is held by the RTA and is paid back to the tenant at the end of the tenancy, provided no money is owed to you for rent, damages or other costs. You do not have to ask for a bond.

You need to give the tenant a copy of the proposed tenancy agreement before a bond is taken.

If you take a bond, you must:

- give the tenant a receipt immediately
- fill in a Bond lodgement (Form 2) that you and the tenant sign or you (or your tenant) can lodge the bond online via RTA Web Services
- lodge the bond with the RTA within 10 days.

Penalties apply for not complying with these requirements.

You can use RTA Web Services to lodge and pay for single or multiple bonds in one online transaction using BPAY or credit card.

Once you have lodged and paid your bond, the RTA will send you and the tenant an acknowledgement of rental bond letter that includes a rental bond number. This number should be used when contacting the RTA about the bond.

There are different processes for Department of Housing and Public Works bond loans. Read the Department's bond loan webpage for more information.

Maximum bond amounts

The maximum bond is 2 weeks rent. However, if the electricity is individually metered to the rented premises and provided in the owner/manager's name, then the bond can be up to 3 weeks rent. The owner/manager must provide the tenant with a receipt and lodge all bond, including the electricity bond, with the RTA within 10 days.

The maximum amount applies to the total of all bonds, no matter what they are called (e.g. security deposit).

If you allow a pet at the caravan and/or site, you cannot ask the tenant to pay for a pet bond.

Part payment of bond

You can accept bond payments in instalments. You and the tenant should agree about the number and amount of instalments to be made and record it in the agreement.

The first and all instalments should be lodged using a Bond lodgement (Form 2) or by using RTA Web Services. Each instalment must be lodged with the RTA within 10 days of receiving it.

Rental bond loans

The Department of Housing and Public Works provides interest-free bond loans and rental grants to help tenants secure and sustain private rental accommodation. Visit the Department's Renting webpage to learn more.

Transfer of bond

A tenant can transfer a bond from one caravan and/or site to another (within the same park) providing the tenant and the owner/manager remain the same. The RTA holds the bond money instead of paying it back at the end of the original tenancy.

To arrange for a transfer of bond, you and the tenant should fill out a Change of rental property (Form 3).

A Department of Housing and Public Works rental bond loan may have conditions for transfer.

Increasing the bond

If rent is increased, you may wish to increase the bond as well. Additional bond money must be lodged with the RTA within 10 days of receiving it. It is important to include the new rent amount on the bond lodgement when lodging the bond increase. RTA Web Services can be used by park owners or managers to lodge or increase single or multiple rental bonds online or you can use the paper-based Bond lodgement (Form 2).

You cannot increase the bond more than once in 12 months and you must give at least one month's notice of the increase.

Rent

Sections 83–97

You must provide a tenant with at least 2 ways to pay rent, one of which does not incur more than usual bank or account costs and is reasonably available to the tenant.

The way rent will be paid must be stated in the tenancy agreement.

The tenant must be advised in writing about any associated costs involved with a particular method of payment (e.g. joining fee, processing fee or service charge that is not part of the rent). If the cost is expressed as a percentage of the payment, please ensure the tenant understands the cost that will be charged.

Changes to the way rent is paid can be made using either of the following options:

- by agreement – you or the tenant can give the other party a written notice changing one or more of the ways in which rent is to be paid and the other party agrees in writing
- without agreement – you can issue the tenant with a written notice stating a choice of at least 2 other ways for paying rent, including a way that does not incur more than usual bank or account costs and is reasonably available to the tenant. The tenant must pay rent via one of the ways in the notice within 14 days.

Disclosure of benefits

Section 84B

If you receive any financial benefit from using a specific provider for rent payments, you must disclose the amount to the tenant at the beginning of the tenancy.

Receipts and records

Section 88

You must give a receipt at the time of payment if a tenant pays rent in cash, or requests one when paying by cheque.

The receipt must state:

- the tenant's name
- the address of the rental caravan and/or site
- the date payment was made
- the period for which the payment is made
- the amount of the payment, and
- the purpose of the payment (i.e. rent).

If the tenant pays rent another way (e.g. direct transfer from their bank account or over the phone with a credit card) you do not need to give a receipt each time. Details of the payment will appear on their bank/credit card statements.

You must keep a full and accurate record (ledger) of the rent the tenant pays and keep it for one year after the tenancy has ended. The tenant can ask for a copy of the rent record at any time, and it must be provided within 7 days of the request being made.

Example of a rent ledger

Name of tenant:			
Address of rental property:			
Weekly rental amount: $300			
Receipt no.	**Date rent paid**	**Amount paid**	**Period rent covered**
034	1/5/25	$600	1/5/25 to 14/5/25
035	15/5/25	$600	15/5/25 to 28/5/25
036	31/5/25*	$600	29/5/25 to 11/6/25
037	12/6/25	$600	12/6/25 to 25/6/25
038	26/6/25	$300	26/6/25 to 2/7/25
039	3/7/25	$600	3/7/25 to 16/7/25
040	17/7/25	$300	17/7/25 to 23/7/25

* even though rent was due on 29/5, rent was not paid until 31/5, therefore the ledger reflects the date the rent was paid.

Rent in advance

Section 57AA and 87

You can ask a tenant for a maximum of 2 weeks rent in advance – you cannot accept more than this at the start of the tenancy, even if the tenant offers.

After the tenancy has started, a tenant can proactively offer to pay more rent in advance than prescribed and you may accept.

A tenant cannot be asked to pay more rent until the rent paid in advance has been used up.

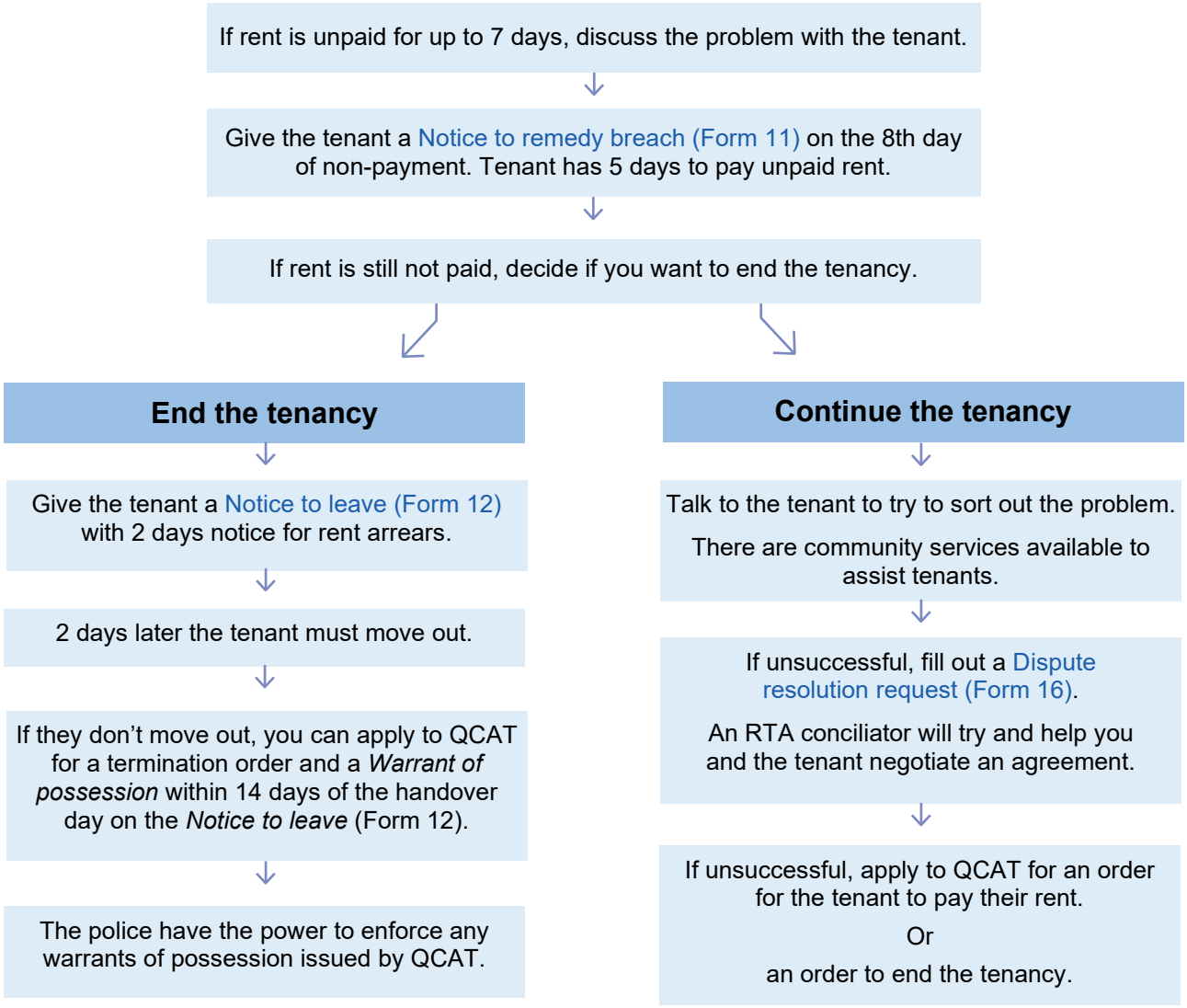
Rent in advance is not the same as bond money and is not lodged with the RTA.

Unpaid rent

Sections 280, 325 and 328

If a tenant fails to pay rent on the day when it is due, they are in breach of the agreement. If the rent remains unpaid for more than 7 days, you may then give the tenant a Notice to remedy breach (Form 11). You must give the tenant 5 days to pay the overdue rent.

Unpaid rent procedure



Increasing the rent

Sections 91–93

For rent to be increased, it must be at least 12 months since the last increase or the current amount became payable for the premises. This applies even if there has been a change of park manager, owner or tenant.

Rent cannot be increased during a fixed term agreement unless it is stated in the tenancy agreement, along with the amount or how it will be worked out. Even if rent increases are provided for under the agreement, 2 months notice in writing must be given after the tenancy agreement starts.

Rent may be increased at the end of a fixed term agreement if you and the tenant enter into a new tenancy agreement, however it must have been at least 12 months since the last rent increase or current rent amount became payable for the premises.

Rent can be increased in a periodic agreement by giving 2 months notice in writing, as long as it has been at least 12 months since the last rent increase or current rent amount became payable for the premises.

You cannot increase the rent because the tenant has breached the agreement.

Evidence of last rent increase

Section 61 and 93A

You must include the date of the last rent increase for the premises on the tenancy agreement.

If a tenant asks in writing for evidence of the date of the last rent increase, you must provide it within 14 days. Examples of evidence include copies of:

- the previous tenancy agreement for the premises
- a written rent increase notice for the premises
- the rent ledger for the premises.

You must remove all personal information about any other person or otherwise de-identify the evidence before providing it to the tenant.

If the premises has been purchased within 12 months of the tenancy commencement and you do not have evidence of the last rent increase, then you do not have to include the date of the last rent increase on the tenancy agreement nor provide evidence if the tenant asks. We encourage you to communicate the situation to the tenant and explain why you do not have evidence. The minimum 12 month rent increase frequency still applies in this situation.

Exempt lessors

Section 82A

An exempt lessor is defined under the Act and includes public housing providers and most community housing providers.

If you or your organisation believe you fall under the exemption, please refer to the Act for the definitions.

Exempt lessors are exempt from the 12 month rent increase frequency limit, requirement to include the date of last rent increase on tenancy agreements and providing evidence if a tenant asks for it.

Tribunal order about rent increase

Section 93B

A lessor may apply to QCAT to increase rent in less than 12 months on the grounds of undue hardship (non-urgent application). While the Act does not define undue hardship and QCAT will make a determination on a case-by-case basis, the lessor must be able to show or substantiate their case.

In making its decision, QCAT must have regard to any representation made by the tenant in relation to how the proposed rent increase will affect the affordability of the premises and their ability to continue to pay rent.

Excessive rent increases

Section 92

If a tenant believes a rent increase is excessive, they can apply to the RTA's dispute resolution service for help. If the issue is not resolved, they may take the matter to QCAT (non-urgent application).

During a tenancy

Under a periodic or a fixed term agreement the tenant has 30 days from the day they receive notice of the increase to apply to the RTA's dispute resolution service by lodging a Dispute resolution request (Form 16) or applying online via RTA Web Services. If the matter is not resolved, they can take the matter to QCAT. If the tenant is on a fixed term agreement, they must apply to QCAT before the term of the agreement ends.

New fixed term agreement

A tenant can also dispute a significant rent increase when the tenancy is renewed with another fixed term agreement. They must sign the new agreement and then submit a Dispute resolution request (Form 16) with the RTA or apply online via RTA Web Services within 30 days of entering into the new agreement.

If dispute resolution is unsuccessful, they can apply to QCAT for a review of the increase. However, if QCAT decides the rent increase is reasonable, the tenant must pay the new amount for the duration of the agreement. Similarly, if QCAT decides the rent increase is excessive, QCAT will set a new rent amount. You and the tenant will be bound to these new terms.

Decreasing the rent

Section 94

Rent may be decreased because:

- there is a drop in the standard of the caravan and/or park
- there is a decrease in services provided (e.g. a stove is not working)
- a natural disaster (e.g. storm, flooding, fire) makes the caravan partially unfit to live in.

If you and the tenant are unable to reach an agreement about a reduction in rent, the RTA's dispute resolution service may be able to help. You can apply for dispute resolution using RTA Web Services or the Dispute resolution request (Form 16).

Pets in a rental property

Section 184A-G

If a tenant wishes to keep a pet at the rental property, they must seek the owner's consent. You can provide approval subject to reasonable conditions, or refuse the request based on specific reasons under the legislation. You must respond to the tenant's request in writing within 14 days of receiving the request or the request is taken to be approved by you. If a pet request is declined, you must state the specific reason for refusing the request as outlined under the legislation. The list of reasons that can be used to decline a pet under the Act can be found in the Renting with pets fact sheet. It is not sufficient to decline the request without specifying the reason for refusal.

You can access more information on the pet process on the RTA's renting with pets webpage, where you can also access a Pet request response template for lessors and a flow chart of the pet request approval process.

Different rules apply for working dogs such as assistance, guide or hearing dogs, corrective services dogs or police dogs. A tenant may keep a working dog (or retired working dog) at the rental property without your approval.

The tenant is responsible for all nuisance, such as noise or damages caused by the pet. Note that any damages to the caravan, site or inclusions caused by the pet are not considered fair wear and tear under the Act and is at the tenant's cost to rectify.

The permission to keep the pet continues for the life of the pet. It is not affected by the ending of a tenancy agreement, renewal of the tenancy agreement or change to the park manager or owner.

Locks and keys

Section 210–213

You must supply and maintain the locks that are necessary to ensure the caravan is reasonably secure. This may also include a fob or keycode access to open park gate.

You must give the tenant a key for each lock that secures an entry to the caravan or part of it. If there is more than one tenant, you will need to give each of the other tenants a key to be able to enter the caravan and/or park gate. It can be helpful to keep a record or photo of what keys/fobs/remotes were handed to the tenant at the start of the tenancy.

At the end of the tenancy, the tenant will need to return the keys they were given when they moved in, and any additional keys they may have had made.

The Act gives a tenant experiencing domestic and family violence the right to change the locks if they believe it is necessary to protect themselves. The tenant does not need to ask for your consent in this situation, but they must engage a qualified tradesperson and provide you with a copy of the key as soon as it is practical to do so.

During a tenancy

Entry

Sections 192–199 and 202

You have the right to enter a rented caravan to inspect it and to carry out maintenance. However, you must not interfere with the tenant's reasonable peace, comfort and privacy.

In most cases you must give the tenant appropriate notice with an Entry notice (Form 9). Entry must happen at a reasonable time. You cannot enter on Sundays, public holidays, or any other day before 8am and/or after 6pm, unless the tenant agrees.

You or the park manager must specify on the *Entry notice* (Form 9), the entry time or the 2 hour period within which you intend to enter the caravan. You must enter at the time (or within the 2 hour period) stated on the Entry notice and can stay for as long as it reasonably takes to complete the job. The 2 hour entry period does not apply to tradespeople.

The tenant does not have to let in an agent or tradesperson unknown to them, unless they have written evidence from you or your park manager confirming their appointment.

There are separate rules for entry requirements relating to the sale or reletting of the caravan.

Penalties apply for unlawful entry.

If the caravan is owner-occupied, you have the right to enter the site but not the caravan. If you intend to enter the site notice periods still apply.

If a notice has been issued to end the tenancy, you are limited to no more than 2 entries within any 7 day period. This does not apply for fire electrical safety requirements, or an emergency repair, or if there is mutual agreement between you and the tenant.

Disputes about entry

If a dispute about entry cannot be resolved through negotiation, or through the RTA's free dispute resolution service, you or the tenant can apply directly to QCAT. You can apply for dispute resolution using RTA Web Services or the Dispute resolution request (Form 16).

Lawful purpose of entry	Minimum notice required
To inspect the caravan and/or site	Short tenancy – 48 hours notice Long tenancy – 7 days notice Inspections cannot happen more than once every 3 months, unless the tenant agrees.
A follow up inspection to check a significant breach has been fixed*	48 hours Entry must occur within 14 days of the expiry date on the Notice to remedy breach (Form 11).
To carry out repairs or maintenance to the caravan including safety switch and smoke alarm installation including to comply with a repair order	48 hours Entry can occur without notice if the caravan is in a remote area and there is a shortage of tradespeople.
To carry out regular maintenance (e.g. weekly mowing or cleaning)	No notice is required providing the tenancy agreement states when and how the site may be entered.
A follow up inspection to check on the quality of repairs by a tradesperson	48 hours Entry must occur within 14 days of the maintenance or repairs being completed.

To show the caravan to a prospective buyer	48 hours The tenant must have received a Notice of lessor's intention to sell premises (Form 10). A reasonable amount of time must have passed since the last entry for this reason. There are different rules for open houses.
To show the caravan to a prospective tenant	48 hours The tenant must have given a Notice of intention to leave (Form 13) or received a Notice to leave (Form 12). A reasonable amount of time must have passed since the last entry for this reason. There are different rules for open houses.
To allow a valuation of the caravan	48 hours
If you reasonably believe the caravan has been abandoned	48 hours
If a tenant agrees that you or the manager can enter	At the agreed time. It is best practice to document or keep a record of the agreement, (e.g. diary note/email of the conversation or agreement).
In an emergency	No notice required.
If you or the manager reasonably believe that entry is necessary to protect the caravan from damage that is about to happen	No notice required.
By order of QCAT	As specified in the order.

* A significant breach relates to:
- the use of the caravan for an illegal purpose
- exceeding the number occupants allowed to reside in the caravan
- keeping an animal, other than a working dog, at the caravan without permission
- another matter, if the reasonable cost of fixing the matter exceeds one week's rent

Maintenance and routine repairs

Sections 186, 187 and 215-221C

You are responsible for keeping the caravan (and/or site and facilities) fit to live in and in a good state of repair. This does not apply to owner-occupied caravans, but it may apply to the leased site.

A tenant must notify you of any maintenance or repairs needed, preferably in writing. You should organise the repairs within a reasonable time. If you do not, the tenant can issue you with a Notice to remedy breach (Form 11) giving you 7 days to fix the problem.

If the repairs are still not done, the tenant can lodge a Dispute resolution request (Form 16) with the RTA or apply online via RTA Web Services. If conciliation doesn't help resolve the issue, the tenant can apply for a repair order from QCAT. The tenant may also be able to give a Notice of intention to leave (Form 13) advising you of their intention to vacate the caravan for an unremedied breach.

If you disagree with the *Notice to remedy breach* (Form 11), you can also apply for dispute resolution assistance.

Emergency repairs

Section 214

Emergency repairs are for:

- a burst water service or a serious water service leak
- a blocked or broken toilet
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a failure or breakdown of the gas, electricity or water supply to the caravan and/or site
- a failure or breakdown of an essential service or hot water, cooking or heating appliance
- a fault or damage that makes the caravan unsafe or insecure
- a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant
- works needed for the moveable dwelling to comply with minimum housing standards, if you are renting the moveable dwelling to a tenant (see page 5).

All other repairs are considered to be routine repairs.

You must list your nominated emergency repairer in the tenancy agreement.

If a tenant is unable to notify you or the nominated repairer of the need for repairs, or they have given notice but the repairs have not been made in a reasonable time, the tenant may arrange for a suitably qualified person to make the emergency repairs (up to the value of 4 weeks rent). Alternatively, the tenant can apply to QCAT (urgent application) for a repair order to have the emergency repair carried out. Note: this does not apply to a short tenancy.

If a tenant has organised the emergency repairs, you must reimburse the tenant for the cost of repairs within 7 days of receiving a copy of all receipts.

If you and a tenant do not agree about the emergency repairs, or if you have not reimbursed the tenant within 7 days, you or the tenant can apply to QCAT for a ruling.

Repair orders

Section 221, 221A-C and 307D

A repair order is an order made by QCAT about addressing routine or emergency repairs that are needed to the rental property. It is an additional pathway for tenants to follow if repairs are not done in a timely manner. Repair orders are attached to the rental property and continue to apply until they are complied with, even if the tenancy has ended or premises have been sold.

You must disclose any outstanding repair orders to a prospective tenant on the tenancy agreement.

In granting a repair order, QCAT must consider if the correct process was followed, the conduct of the owner/manager, the likely risk of injury and loss of amenity caused by the damage.

QCAT may make an order about what is, or is not, to be repaired and by what date; who is to arrange and pay for the repairs; compensation to the tenant; or if the agreement is to be terminated if the repairs are not completed by the due date.

You can seek an extension of time on a repair order but this must be done before prior to the expiry of the repair order. Reasons for extension may include hardship, remote location, shortage of material or being unable to find a suitably qualified tradesperson to make the repairs.

A copy of the repair order made by QCAT is sent to the RTA. It is an offence under the Act to contravene a repair order.

Fixtures and inclusions

Sections 207–209

Fixtures are things that are attached to, or installed in, the caravan and/or site (e.g. picture hooks, awning or an annex).

Inclusions are everything supplied with the caravan and/or site for a tenant's use (e.g. a microwave).

Structural changes to premises or rental premises means any renovation, alteration or addition to the premises or rental premises.

A tenant is required to seek your written approval to attach a fixture or make a structural change to the caravan/site by completing the approved form, Request for approval to attach fixtures or make structural changes (Form 23). The form should provide description, location and reason for your consideration.

You must decide and inform the tenant of your decision within 28 days of receiving the request.

A tenant may only attach a fixture or make a structural or other change to the caravan if you agree. This does not apply to owner-occupied caravans, but it may apply to the leased site.

Your approval agreement must be in writing, describe the changes and should outline the details of the changes, along with any conditions attached. For example, it should state whether the fixture must remain at the end of the tenancy, whether it must be removed and any resulting damage repaired, or whether compensation will be required for improvements that cannot be removed.

Any added fixtures or structures must meet all the relevant local and state laws.

If the tenant is refused, they have an option of applying to QCAT. In deciding the application, the Tribunal may have regard to the following:

- Potential to improve safety, security and accessibility to the caravan/site.
- Whether the fixture or change can be removed and the caravan/site restored to the condition at the start of the tenancy.
- Whether it would add value or be an improvement.
- Whether building approvals are required for structural changes and to what extent the proposed change modifies the caravan/site.
- Whether the fixture or change needs to be installed by a qualified tradesperson.
- Whether body corporate approval is required.
- Any other matter the tribunal considers relevant.

Unapproved fixtures or structural changes

If a tenant installs a fixture or makes a structural change without written permission, you can ask them to pay to reinstate the caravan and/or site to the original condition, keep it as an improvement, or treat it as a breach and try to resolve the dispute.

Moving to a new site

Sections 223–227

If you move a caravan to another site in the park, you must have a good reason. This may include:

- 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
- health and safety reasons.

The new site must be, as much as possible, similar (or comparable) to the tenant's old site and you must give the tenant at least one month's notice.

If you are moving a tenant because of an emergency, or for health and safety reasons, you only need to give reasonable notice.

The tenant can ask you to pay reasonable costs for moving site. If you and the tenant cannot agree on an amount you can apply to the RTA for free dispute resolution. You or your tenant can lodge a Dispute resolution request (Form 16) or apply through RTA Web Services. The RTA recommends attempting self-resolution in the first instance to try and come to an agreement.

If the tenant does not move to the new site within the time given on the notice, you can give them a Notice to leave (Form 12) or apply to QCAT for an order about the relocation.

If the tenant applies to QCAT because they do not believe they should move, you cannot force them to move until QCAT has made a decision.

Changing park rules

Sections 229–236

If you want to change the park rules, you must give each tenant at least one months' written notice of the change.

This notice should:

- be given to each tenant
- explain which rule is changing, and what it is changing to
- give the date the new rule begins
- tell tenants how they can object to the rule change, and
- explain how tenants can object (such as writing a letter to you explaining why they do not agree) and the date objections must be lodged by.

Park tenants must be given at least one month to object to the rule change.

Tenants do not object 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.

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 fewer than 10 sites in the park) object to the rule change, you must set up a park liaison committee to talk about:

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

The committee should include:

- a person chosen by the tenants who objected
- the park owner or manager (or someone you choose), and
- another person agreed to by those 2 people (preferably an independent person).

If you or the tenants are unhappy with the decision made by the committee, either you or the tenant/s can apply to QCAT for a decision. Applications must be made within 7 days of the committee making its decision.

Misrepresentation

Section 312A

If a tenant believes you have given them false or misleading information, they can apply to QCAT to terminate the tenancy due to misrepresentation. This includes information on the condition of the caravan, inclusions, site or services provided; or an impact on their quiet enjoyment of the caravan and/or site; or misleading information in the agreement or another document. The tenant will need to apply within the first 3 months of occupancy. This is a non-urgent application and will need to go through the RTA's free dispute resolution service first before going to QCAT.

Breaches

A breach of a tenancy agreement occurs when you or a tenant breaks any part of the agreement.

Breaches by a tenant

Sections 280–281, 325, and 328

If a tenant breaches the tenancy agreement you can issue a Notice to remedy breach (Form 11). For general breaches the tenant has 7 days to fix the problem, for rent arrears, the tenant has 5 days. The tenant may apply to the RTA's free dispute resolution service for help.

If the tenant does not fix the problem (i.e. the breach) within the allowed time, you can issue a Notice to leave (Form 12) giving them 2 days to leave the caravan and/or site.

Breaches by the owner/manager

Sections 301–302

If you breach the tenancy agreement, a tenant can issue you with a Notice to remedy breach (Form 11), allowing you at least 7 days to remedy the situation. If you do not fix the problem, the tenant may contact the RTA's dispute resolution service for help. If the matter is still not resolved the tenant may be able to take the matter to QCAT.

If a breach notice has expired without remedy, the tenant may give you a Notice of intention to leave (Form 13) giving you at least 2 days notice to end the agreement. You can dispute this notice by lodging a Dispute resolution request (Form 16) with the RTA or applying online via RTA Web Services.

Repeated breaches

Sections 299, 315

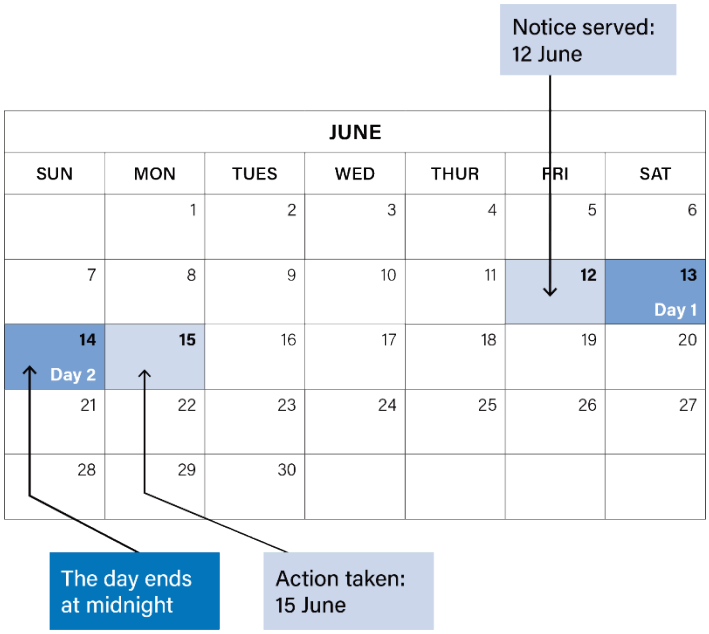
A repeated breach is when 2 or more notices have been given for the same breach within 12 months. When a third breach occurs, you or the tenant can apply to QCAT to have the tenancy agreement ended, provided:

- a Notice to remedy breach (Form 11) was given each time
- each breach was for the same problem and was rectified, and
- the problem is of a serious nature.

Repeated breaches also include a breach of park rules.

Notice periods

Example of a 2 day notice period



When you calculate dates for notices – where the notice period is in days, weeks or months – you must not count the day the notice is served, and you must not take action until the day after the last day listed on the notice.

Example:

If a hand delivered 2 day notice is served on 12 June:

Notice served – 12 June

Day 1 – 13 June
Day 2 – 14 June (the day ends at midnight)

Action taken – 15 June.

If the last day of the notice period falls on a non-business day, the last day will defer to the next business day.

A notice expires at midnight, so you must allow the person the entire 24 hours of the last day of the notice before you can take action.

Example:

The last day of the Notice to leave (Form 12) is 14 June. By law, a tenant must be allowed until midnight to leave. Generally, you and the tenant should negotiate a practical handover time.

When the notice period is in hours, time is counted from when the notice is delivered to the caravan and/or site.

Serving notices by email

You can serve notices by email if that method was agreed in the tenancy agreement. Both parties are required to notify the other of any change of email for the purpose of receiving notices under the agreement. We recommend that the tenant is advised of this requirement.

Serving notices by post

When serving notices by post, the sender must allow time for the mail to arrive when working out when a notice period ends. Visit the Australia Post website for more information on delivery times.

Change of shared tenants and bond contributors

You have a right to know who is living in the rental premises. If during the tenancy, co-tenants, or approved occupants change, tenants need to inform you and you must approve any changes to the tenancy agreement.

If there is a change of bond contributors, the tenants who are moving in and out will need to sort their own contribution between themselves. Anyone being removed from the bond, or reducing their bond contribution amount, must sign and complete a Change of bond contributors (Form 6) or lodge a change of bond contributors request online via RTA Web Services.

The RTA is not responsible for exchange of money between tenants and successfully submitting a change of bond contributors request does not change the tenants listed on the tenancy agreement.

It is important the RTA's bond records are accurate, so the bond is paid to the correct tenants at the end of the tenancy.

Selling a tenanted caravan

Sections 203–204, 286, 307 and 365B

If a tenant is on a fixed term agreement, you cannot make them leave because you decide to sell. The tenant can stay until the end of the fixed term. If the caravan is sold, the new owner will become their lessor.

If a tenant is on a periodic agreement, and the purchaser does not want to continue renting the caravan (commonly known as 'requiring vacant possession'), then you must give the tenant a Notice to leave (Form 12) with at least 2 months notice after signing the contract for sale. If you are preparing the property for sale and require vacant possession, you can give the tenant 2 months notice to end the tenancy (periodic tenancy). These requirements do not apply for short tenancies. If you have issued a Notice to leave to the tenant you are limited to no more than 2 entries within any 7 day period.

If you have issued a *Notice to leave* on the grounds of sale of the rental property, you are unable to re-let the premises for a period of 6 months after the tenant has vacated. Please refer to the RTA website for more information.

If the caravan is advertised for sale during the first 2 months of a fixed term agreement (including a renewal of a fixed term agreement) and the tenant was not given written notice of the proposed sale prior to entering into the agreement, they can end the agreement by giving a Notice of intention to leave (Form 13) with 2 weeks notice, without penalty.

You must give the tenant a Notice of lessor's intention to sell premises (Form 10) if you want to show the caravan to a prospective buyer. You will also need to give the tenant at least 48 hours notice for each entry. A reasonable amount of time must have passed since the last entry for this reason.

If you want to hold an open house or on-site auction, you must have the written consent of the tenant.

Photographs that show any of a tenant's possessions may not be used in advertising unless the tenant gives prior written consent.

Penalties apply for not complying with these requirements.

Reletting a tenanted caravan

You can only show a prospective tenant the caravan and/or site if the current tenant has given you Notice of intention to leave (Form 13) or you have given them a Notice to leave (Form 12).

If you want to show the caravan to a prospective tenant you must give the current tenant an Entry notice (Form 9) giving them 48 hours notice. A reasonable amount of time must have passed since the last entry for this reason. You are limited to no more than two entries within any 7 day period.

If you wish to hold an open house, you must have the written consent of the tenant.

Continuing a tenancy

There are 3 ways a fixed term tenancy can continue:

- extend the existing fixed term agreement by agreeing on a new end date (this could be in the form of a signed letter)
- enter into a new fixed term agreement (which may include changes to the terms of the agreement)
- do nothing and allow the agreement to revert to a periodic agreement.

If a tenant signs a new fixed term agreement that contains significant changes to the terms and conditions of the original agreement, they can dispute it via RTA Web Services or by submitting a Dispute resolution request (Form 16).

A significant change may include:

- an excessive rent increase
- a change to the number of occupants allowed to live in the caravan
- a change to the special terms
- a change to the terms about keeping pets.

The tenant must sign the new agreement first and then apply to the RTA's dispute resolution service within 30 days of entering into the agreement.

If conciliation is unsuccessful, the RTA will issue a *Notice of unresolved dispute* and the tenant can apply to have the matter heard by QCAT.

The tenant must abide by the new terms of the agreement (e.g. by paying the new increased amount of rent) while they wait for a hearing. You and the tenant will be bound by any QCAT orders.

Ending a tenancy

Section 277 and 326–327

A tenancy agreement may be ended by either you or a tenant when:

- a fixed term agreement has ended
- you or a tenant want to end a periodic agreement
- there is a serious unremedied breach which relates to:
  - unpaid rent
  - damage to the caravan and/or site
  - illegal use of the caravan and/or site
- you or a tenant have breached the agreement in the same way more than twice in a 12 month period, and each time the breach was rectified (application to QCAT must be made for an order terminating the agreement)
- you or a tenant have not complied with a QCAT order
- a tenant has abandoned the caravan and/or site
- the caravan is to be sold with vacant possession and a tenant is on a periodic agreement or at the end of a fixed term agreement
- the owner or immediate relative is moving into the caravan and a tenant is on a periodic agreement or at the end of a fixed term agreement
- you are carrying out significant repairs, renovations or planned demolition or redevelopment and a tenant is on a periodic agreement or at the end of a fixed term agreement
- you are changing the use of the caravan (e.g. change to holiday let) and a tenant is on a periodic agreement or at the end of a fixed term agreement
- property is required under state government program (e.g. highway extension)
- you have not complied with a repair order by QCAT
- you and a tenant mutually agree in writing
- tenant is ending their interest in the tenancy due to domestic and family violence (please see information on RTA's domestic violence in a rental property webpage)
- the premises is non-liveable – i.e. the premises have been partly or wholly destroyed (e.g. extensive damage, or from natural disaster) or the park facilities are permanently or temporarily unsafe
- you and the tenant mutually agree to end the tenancy in writing
- a mortgagee is to take possession of the caravan and/or park (notice is issued by the mortgage company or bank)
- there are voluntary or compulsory park closures
- the sole tenant or a co-tenant has died
- QCAT issues an order ending the agreement.

When you end an agreement, you must use the correct form and comply with the appropriate notice period. For a full list of reasons and timeframes, please refer to the Notice periods for ending a tenancy webpage.

Penalty provisions apply for providing false and misleading information in a Notice to leave (Form 12).

Ending a fixed term agreement

A tenancy agreement is a legally binding contract that can only end in certain ways:

- by mutual agreement
- by applying to QCAT for an order terminating the agreement with approved grounds, such as excessive hardship or repeated breaches by you or a tenant
- by you giving a tenant a Notice to leave (Form 12) (e.g. due to an unremedied breach or the end of fixed term agreement)
- by a tenant giving you a Notice of intention to leave (Form 13).

Notice to leave

Section 277 and Schedule 1

The Notice to leave (Form 12) is used when you want a tenant to vacate the caravan and the park.

Reason for ending tenancy	Type of agreement and length of notice required	
	Long term tenancy	**Short tenancy**
Unremedied rent arrears breach	At least 2 days after the notice is given to the tenant*	2 days
Unremedied general breach (breaches apart from rent arrears)	At least 2 days after the notice is given to the tenant*	2 days
End of a fixed term agreement	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement (must be issued before the end date of the agreement)	2 days
Sale of the caravan or preparing the caravan to sell	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement	n/a
Owner or their relative moving in	At least 2 months after the notice is given to the tenant and not before the end of the fixed term agreement	n/a
Significant repairs or renovations	At least 2 months notice after the notice is given to the tenant and not before the end of a fixed term agreement.	n/a
Planned demolition or redevelopment	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement	n/a
Change of use of caravan and/or site	At least 2 months after the notice is given to the tenant and not before the end of a fixed term agreement	n/a
Abandonment	If a tenant does not respond to an Abandonment termination notice (Form 15) within 7 days, the tenant is deemed to have abandoned the property.	n/a
Non-compliance with a QCAT order	At least 7 days after the notice is given to the tenant	2 days
Compulsory acquisition (the notice must be given within one month after compulsory acquisition)	At least 2 months	2 days
Non-liveability	The day the notice is given	The day the notice is given
Not following an order to relocate a caravan	At least 2 days	At least 2 days

Voluntary park closure	At least 3 months	2 days
Compulsory Park closure	The day the notice is given	The day the notice is given
Mortgagee in possession (will depend on whether mortgagee has/hasn't consented to the tenancy)	At least 2 months after the notice is given to the tenant (special considerations apply)	n/a
Death of a sole tenant	2 weeks after the tenant's representative gives you written notice, or 2 weeks after you give the tenant's representative written notice, or a day agreed between you and the tenant's representative, or a day decided by QCAT	n/a
If entitlement to employment ends	4 weeks after the notice is given to the tenant	2 days
End of accommodation assistance	4 weeks after the notice is given to the tenant	2 days
End of housing assistance	4 weeks after the notice is given to the tenant	2 days
State government program	2 months after the notice is given to the tenant and not before the end of a fixed term	n/a

* Notice to leave (Form 12) cannot be issued until a Notice to remedy breach (Form 11) has expired.

You cannot relet the caravan and/or site less than 6 months after ending a tenancy on the following grounds:

- sale of caravan
- owner or their relative moving in
- change of use of caravan and/or site.

Notice of intention to leave

Section 277 and Schedule 1

The Notice of intention to leave (Form 13) is used by a tenant to notify you they are ending the agreement.

Reason for ending tenancy	Type of agreement and length of notice required	
	Length of notice required	**Short tenancy**
Without grounds (parties can mutually agree on an earlier date in writing)	14 days after the notice is given for a periodic agreement. 14 days or the day the agreement ends (whichever is the later) for a fixed term agreement.	1 day
Unremedied breach (by the owner/manager)	2 days after the notice is given	1 day
Owner's intention to sell the caravan within the first 2 months of tenancy	14 days after the notice is given if the tenant was not advised in writing of the sale at the signing of the agreement	1 day
Condition of the moveable dwelling (If the owner/manager is renting the dwelling to a tenant)	14 days after the notice is given Notice must be issued within first 7 days of the tenant moving in, if the premises are: • not fit for a tenant to live in • are not safe or not in good repair • in breach of health and safety laws and/or • not compliant with minimum housing standards A tenant may not give a Notice of intention to leave (Form 13) on this grounds if the circumstances mentioned above were caused by an action or failure of the tenant	n/a
Death of a co-tenant	7 days after the notice is given	n/a
Death of a sole tenant	2 weeks after the tenant's representative gives written notice, or 2 weeks after the owner/manager gives the tenant's representative written notice, or a day agreed between the owner/manager and the tenant's representative, or a day decided by QCAT	n/a
Non-compliance by the owner to a QCAT order	7 days after the notice is given	1 day
Owner fails to comply with repair order	14 days after the notice is given	The day the notice is given

Non-livability	Same day the notice is given	Same day the notice is given
Compulsory acquisition (subject to criteria)	14 days after the notice is given	1 day
End of short tenancy	n/a	1 day
Experiencing domestic and family violence	Can end their interest in the tenancy by giving 7 days notice but can vacate immediately (refer to the Domestic violence in a rental property webpage for more information)	Can end their interest in the tenancy by giving 7 days notice but can vacate immediately (refer to RTA website for more information)

Non-liveability

Section 285 and 306

If the park facilities or dwellings within the park have been completely or partially destroyed, or unavailable for use, or the park has become unfit to live in, the park manager/owner or a tenant can give a notice to end the tenancy on the grounds of non-liveability. This must be done within one month after the park becomes an unfit place to reside. (e.g. natural disaster, health and safety issues).

Application to terminate the tenancy due to a serious breach

Section 297B

You can make a non-urgent application to QCAT to terminate a tenancy if you reasonably believe a tenant, an occupant or a guest of the tenant has used the caravan and/or site for an illegal activity; intentionally or recklessly destroyed or seriously damaged the premises; or endangered another person in the premises or nearby. You do not have to issue a Notice to remedy breach (Form 11) or a Notice to leave (Form 12). However, you must first submit a dispute resolution request to the RTA before applying to QCAT. You can request RTA dispute resolution via RTA Web Services or the paper Dispute resolution request (Form 16).

You may form a reasonable belief that the rental premises has been used for illegal activity, whether or not anyone has been convicted or found guilty of an offence to that activity. At QCAT, you will need to be able to provide evidence of the alleged serious breach.

Breaking the tenancy agreement

Section 357A, 362

If a tenant leaves before the end date of a fixed term without sufficient reason, they may be responsible for reletting costs. Exceptions apply for tenants experiencing domestic and family violence.

You have an obligation to reduce or minimise the costs that result from ending an agreement early.

Agreements entered into from 30 September 2024

For agreements entered into from 30 September 2024, calculation of the reletting cost is defined under legislation.

If the fixed term is up to 3 years, the reletting cost is the lower of the following:

- rent that would be payable for the period between when the tenant vacates the caravan and/or site and a new tenancy agreement starts, or
- the reletting cost specified in the table below, which is based on how much of the agreed tenancy term has passed when the tenant vacates.

% of lease that has expired	Reletting cost
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 weeks rent

If the fixed term is over 3 years, the reletting cost is the lower of the following:

- rent that would be payable for the period between when the tenant vacates the caravan and/or site and a new tenancy agreement starts, or
- one month's rent for each 12 month period remaining of the fixed term, up to a maximum amount equal to 6 months rent.

Agreements entered into prior to 30 September 2024

For agreements entered into prior to 30 September 2024, the reletting cost is based on reasonable costs involved with breaking the agreement. This may include the cost of reletting the property, advertising and compensation for the loss of rent until a new tenant can be found or until the tenancy ends.

Ending a tenancy due to hardship situations

Sections 295, 310, 335 and 343

During the tenancy, if either party feels they would suffer excessive hardship if the tenancy were to continue, that party may make an urgent application to QCAT to request the tenancy be ended on the grounds of excessive hardship. This option is available to both a tenant and a property owner.

The Act does not define excessive hardship and QCAT will make a decision on a case-by-case basis. The applicant must be able to show or substantiate their own case. An example may be financial hardship due to the loss or transfer of a job, divorce, or serious illness.

Domestic and family violence (DFV)

Sections 245, 308A–308I and 321–323

A tenant or co-tenant experiencing domestic and family violence can end their interest in the tenancy by issuing you a Notice ending tenancy interest (domestic and family violence) (Form 20) with the relevant evidence. The tenant can vacate immediately, but will need to give 7 days notice and pay rent until the end of the notice period.

The relevant supporting documentation that can be provided or shown to you by the tenant includes:

- a protection order
- a temporary protection order
- police protection notice
- an interstate order or an injunction
- a Domestic and family violence report signed by an authorised professional (refer to the RTA website).

The vacating tenant experiencing DFV is not responsible for costs associated with ending the agreement or interest, goods left behind or reletting costs. They are not required to repair or compensate you for damage to the premises or inclusions caused by an act of DFV. If there are costs associated with breaching terms of the agreement not related to the DFV (e.g. rent arrears, damage to property by a pet, electricity bill), the tenant is still responsible for these costs.

The vacating tenant can apply for their bond contribution from the RTA using the Bond refund for persons experiencing domestic and family violence (Form 4a).

Within 7 days of receiving a Notice ending tenancy interest, you must inform the vacating tenant:

- whether you intend to apply to QCAT to have the notice set aside because it does not comply with the Act
- when the other tenants (if applicable) will be informed that they have vacated the premises and that the tenancy agreement continues for the other tenants.

Important: you must wait a minimum of 7 days (but no later than 14 days) after the expiry of the Notice ending tenancy interest (and the tenant has left) to issue the remaining tenant with a Continuing interest notice. You can ask the remaining tenant to top up the rental bond amount.

It is critical to maintain the privacy of a tenant who is experiencing domestic and family violence (DFV) to ensure their safety. You must not disclose information about the tenant's DFV experience to anyone unless in specific permitted circumstances as outlined under the Act. Contact details provided by the vacating tenant must not be passed onto anyone else, unless it's required by law to do so. Penalty provisions apply for breaching confidentiality.

As there are several steps and timeframes involved, we recommend you review the guidelines, fact sheet and flow chart on the RTA's domestic violence in a rental property webpage to help you comply with the process.

A tenant can also apply to QCAT to be recognised as the sole tenant and have the person using violence removed from the tenancy agreement.

Tenants in this situation may seek further assistance from community support organisations such as DV Connect (1800 811 811 or dvconnect.org).

Abandoned caravan

Sections 355–357

If you believe the caravan and/or site has been abandoned, you can issue an Entry notice (Form 9) allowing 48 hours notice, and then enter to inspect the caravan and/or site to confirm it has been abandoned. You cannot enter a caravan which is not owned/rented by the park.

You must have reasonable grounds for believing the caravan and/or site has been abandoned (e.g. rent arrears, uncollected mail, observations of neighbours).

To end the agreement you can either:

- issue an Abandonment termination notice (Form 15) (e.g. by leaving it at the caravan). The tenancy agreement ends 7 days from the date the notice was given if the tenant does not apply to QCAT to have the notice set aside
- apply to QCAT for an order declaring the caravan and/or site abandoned. This can avoid future disputes if there is doubt about whether the caravan and/or site was abandoned.

If the tenant wishes to dispute the notice, they must apply to QCAT within 7 days of the notice being served. If the 7 days have expired and the tenant can show they have not abandoned the caravan and/or site, they may apply to QCAT for a compensation order. This must be done within 28 days of the notice being served.

You may wish to take photographs or video to support your decision to issue an abandonment termination notice.

Exit condition report

Section 66

An Exit condition report – moveable dwelling/site (Form 14b) is completed on, or just after, handover day when a tenant is ready to move out. It shows the condition of the caravan and/or site when the tenant leaves.

The report should be filled out by the tenant and they must give you a copy. You then inspect the caravan and/or site and make your own notes on the exit condition report. Send a completed copy to the tenant at their new address within 3 business days. You need to also keep a copy.

The Exit condition report can be compared to the Entry condition report - moveable dwelling/site (Form 1b) and any supporting documentation (such as photographs) to determine if the caravan and/or site is in the same condition as when the tenant moved in, fair wear and tear excepted.

It is a good idea to conduct the vacate inspection with the tenant and complete the report together. If there is disagreement over the report and property condition, you should talk to each other and try to resolve the dispute together.

Refunding the bond

Sections 123–144

The quickest and easiest way to get a bond refund is to talk to a tenant and reach an agreement about how the tenant's bond is to be paid out.

If you and the tenant agree at the end of the tenancy

Either you or the tenant can submit a bond refund form online using RTA Web Services or by posting the paper-based Refund of rental bond (Form 4) to the RTA on or after the expiry date for the notice ending the tenancy.

If you submit the bond refund request via Web Services, and there is money to be refunded to you, the RTA will send the tenant a *Fast Track notice* to respond to within 2 days. If they respond and indicate their agreement to the bond refund, the RTA will refund the bond.

If you are posting a paper-based bond refund request then all parties to the bond must sign the form for the RTA to be able to process the form. If there are missing signatures the form will be treated as if the parties disagree (see below).

Bonds are refunded into Australian bank accounts only and the RTA will refund the money within a few days.

If you and the tenant disagree

The RTA encourages you and the tenant to try and resolve any issues around bond refunds in the first instance. If you are unable to agree on how the bond is to be distributed at the end of the tenancy either party can submit a bond refund party online using the Bond Refund Web Service or by post using the Refund of rental bond (Form 4).

If you submit a refund request via the Web Service the tenant will receive a *Fast Track notice* outlining how much you have claimed and what the claim is for. The tenant will have 2 days to respond to the *Fast Track notice*. If they disagree with the claim, or do not respond within this timeframe, the RTA will issue a *Notice of Claim*. The tenant will then have 14 days to lodge a Dispute resolution request (Form 16) either via the RTA Web Service or by submitting the paper form.

If you submit a paper-based bond refund request that includes a claim for some or all of the bond and the form is not signed by the tenant, the RTA will issue a *Notice of claim* to the tenant advising them of the amount claimed. The tenant will have 14 days to dispute the claim.

If the tenant lodges the bond refund request either via the Web Service or by post the same process applies. In that case, you will receive the *Fast Track* and/or the *Notice of claim* and will need to respond accordingly.

If the RTA does not receive a dispute resolution request within the 14 day timeframe the bond will be paid out as directed by the person who submitted the bond refund request.

If a Dispute resolution request (Form 16) is received, the RTA's dispute resolution service will attempt to help both parties reach an agreement on how the bond should be allocated. If an agreement is reached through conciliation, both parties will be sent paperwork to sign and return so the bond can be released accordingly.

If no agreement is reached, the person who lodged the dispute resolution request form may apply to QCAT for a decision. This application must be made within 7 days of receiving the *Notice of unresolved dispute* from the RTA, and the RTA must be notified in writing of the QCAT application.

If no QCAT application is lodged within the required timeframe, the RTA will pay out the bond as directed by the person who first lodged the bond refund request.

Evidence for bond claim or dispute

If you claim or dispute a bond that was lodged with the RTA on or after 30 September 2024, you are required under the Act to provide the tenant with supporting evidence within 14 days.

Whilst the Act does not specify what constitutes evidence, examples provided include:

- receipts
- quotes to repair damage
- records of unpaid rent.

For bonds lodged with the RTA prior to 30 September 2024, there is a 12 month transition period which means the requirement to provide supporting evidence to a tenant applies to bond claims or disputes submitted from 1 October 2025.

Goods and documents left behind

Sections 363–365

Goods and documents left behind after a tenant has moved out must be returned or disposed of according to a specific set of rules.

Personal documents (such as passports, birth certificates, photographs) and cash must be given to the tenant or, if you can't contact them, to the Public Trustee or the organisation that issued the document within 7 days of the end of the tenancy. You must make reasonable efforts to contact the tenant about these items, which includes attempting contact by:

- telephone (including text message)
- email
- private message on social media
- emergency contact on the tenancy agreement
- online newspaper notice.

Goods valued at less than $2500 can be sold or disposed of straight away if they would:

- be unhealthy or unsafe to store
- reduce in value if stored
- cost more to remove, store or sell than they are valued at.

Goods valued at $2500 or more (e.g. cars, furniture) must be stored for one month, after which they can be sold at auction. Caravans, their contents, and other goods used for occupation must be stored for 2 months before any sale can take place. You must make reasonable efforts to contact the owner of the goods to notify them of the auction, which includes contact methods as outlined above.

If the tenant is renting the site only, the threshold value is $5,000. In these cases, any goods left behind that are valued at $5,000 or more must be stored for 2 months before they can be sold. You are still required to make reasonable efforts to contact the owner during this time.

If a caravan and its contents are left behind, you must store it for at least 2 months.

You can deduct the cost of the removal, storage and sale of the goods from the money raised at auction. Any remaining money must be paid to the Public Trustee, to be held in the name of the tenant. You must apply to QCAT if you wish to make a claim against the money held by the Public Trustee.

If the tenant wishes to reclaim their goods before you dispose of them, they must put this request in writing and pay you for the cost of removal and storage.

You are not allowed to withhold a tenant's possessions (goods) from them because they owe you an amount for rent, electricity, damage, storage, etc. These amounts should be claimed against the bond, or through a civil claim for compensation process at QCAT.

Take photos of items being disposed of in case of future dispute. You may also consider writing an inventory.

Disputes

Sections 397–413, 416

Try to resolve disputes with a tenant directly. If this does not work, the RTA's free dispute resolution service may be able to help. If the issue remains unresolved, you may be able to take the matter to QCAT.

Step 1 – Attempt self resolution

- identify the issues – what is important and what is negotiable?
- find out your legal rights and responsibilities.
- seek advice or assistance from independent agencies or support services, such as Caravan Parks Association of Queensland.
- talk to the other person and try to negotiate an agreed outcome.
- if an agreement is reached, make sure the agreement is in writing and signed by you and a tenant.

Communication is key to resolving most disputes. You can find out more self-resolution tips on the How to resolve tenancy issues webpage.

Step 2 – Apply for RTA's dispute resolution service

If you and the tenant cannot come to an agreement, the RTA's dispute resolution service offers a free conciliation service to help tenants and owner/managers resolve disputes quickly and without the need for further legal action.

Conciliation is an opportunity to present concerns, listen to the other person and settle a dispute with mutual agreement. The process is voluntary and confidential. The RTA conciliator is impartial, and they will help you and the other person make informed decisions and reach an outcome that is acceptable to you both. Conciliators do not determine who is right or wrong and cannot make decisions about the dispute.

Information on how to apply for free dispute resolution can be found on the RTA's disputes webpage.

Step 3 – Apply to QCAT

When a problem has not been resolved through dispute resolution, or if the dispute is defined as 'urgent' under the Act, either you or the tenant can apply to QCAT for a decision on the matter (time limits may apply).

An adjudicator will hear the matter and make a ruling based on the evidence provided. The decision is binding.

You can get information about how and where to submit an application and associated fees from the QCAT website.

Urgent applications to QCAT

Section 415

An urgent application can be made directly to QCAT without having to go through RTA dispute resolution first. The term 'urgent' does not mean the application will be fast-tracked. Rather, it means that you don't need to lodge a dispute resolution request form with the RTA.

Urgent applications can be made for:

- failure to leave by the date written on the Notice to leave (Form 12) or Notice of intention to leave (Form 13)
- excessive hardship
- an order to restrain a person causing damage or injury
- repeated breaches by a tenant
- ending the agreement due to the death of a sole tenant
- an order declaring a caravan and/or site abandoned
- an order about goods and documents left behind.

You can find information on the definition of an urgent application on the QCAT dispute options and application webpage. Information on QCAT applications for residential tenancies (including moveable dwelling tenancies) matters can be found on the QCAT website.

Retaliatory action and eviction

Sections 246A

Retaliatory action occurs when you give a Notice to remedy breach (Form 11), a Notice to leave (Form 12), or increase the rent in response to a tenant asserting their rights.

You cannot take steps to end a tenancy agreement because a tenant has enforced, or proposed to enforce, their rights.

If a tenant reasonably believes you have given them a *Notice to leave* (Form 12) because they have taken some action to enforce their rights under the Act (e.g. made a complaint to a government entity, applied or proposed to apply to QCAT, or requested repairs) they can make an urgent application to QCAT to have the notice set aside.

The tenant must apply to QCAT within one month of the notice being given.

Warrant of possession

Sections 350–354

If a tenant does not move out after you have gone through the process of ending an agreement by serving a Notice to leave (Form 12), or receiving a Notice of intention to leave (Form 13), you can apply to QCAT for a termination order and a *Warrant of possession*.

You must wait until the notice has expired and submit your QCAT application within 14 days of the expiry date on the notice.

The process is as follows:

1. Make an urgent application to QCAT for an order to terminate the tenancy and for a *Warrant of possession* on the grounds of the tenant's failure to leave by the date listed on the *Notice to leave* (Form 12), or a *Notice of intention to leave* (Form 13).
2. QCAT will set a date for the hearing.
3. If the adjudicator at QCAT is satisfied the grounds of the application have been met, they will issue a termination order and a *Warrant of possession* and notify the tenant about the order.
4. QCAT sends the warrant to the police.
5. An authorised officer, such as a police officer, will execute the warrant within 14 days and be present to allow you to take possession of the caravan and/or site. You should liaise with the police station closest to the caravan park.

An owner of a residential premises (moveable dwelling) can apply to QCAT for the issue of a *Warrant of possession* if there is no tenancy agreement in effect for the premises and a person is occupying it without the owner's consent.

A park manager or owner who suspects their premises is being occupied by squatters should consider seeking independent legal advice.

Information regarding the QCAT process, application forms and how to lodge including fees, can be found on the QCAT website.

Serious nuisance

Sections 454–456

Police officers have specific powers to deal with serious nuisance problems in caravan parks.

Examples:

- assault or threat of assault to a tenant or anyone else in the park
- use of threatening or abusive language towards a tenant or someone else in the park
- behaviour that is riotous, violent, disorderly, indecent, offensive or threatening in the park
- behaviour that causes a substantial, unreasonable annoyance to a tenant or someone else in the park
- behaviour that causes a substantial, unreasonable disruption to the privacy of a tenant or someone else in the park
- wilful damage to property of a tenant or someone else in the park.

The attending police officer will decide if the behaviour is a serious nuisance.

Police officers have the power to issue warnings, search the caravan park and to issue an order excluding the person from the park for 24 hours.

As well as calling the police, you can make an urgent application to QCAT for an order to end a tenancy on the grounds of a tenant's objectionable behaviour.

You can also apply to QCAT for an order to exclude a person (even if they are not a tenant of the park) for up to one year because of their behaviour. You can apply for the exclusion order at any time, but the person who is facing exclusion must be given 21 days notice before the application is heard by QCAT.

After a tenancy

Keeping records

Sections 63, 65–66

You must keep the Moveable dwelling tenancy agreement (Form 18b), the Entry condition report (Form 1b), the Exit condition report (Form 14b) and rent payment records (or copies of receipts if rent was paid by cash or cheque) for one year after the tenancy agreement ends.

It is also recommended that you keep copies of any written correspondence, such as letters or notices served, for one year after the tenancy ends.

Destruction of personal information

Section 457E

Park managers/owners (called the relevant person) must handle personal information about applicants as follows:

- Store it securely.
- Access it only to assess suitability for the property.
- If the applicant doesn't move in, destroy it securely:
- Within 3 months of the tenancy starting, or
- Within a longer period if agreed to by the applicant.

For tenants, the relevant person must:

- Store the information securely.
- Only use it to manage the rental premises.
- Destroy it securely within 7 years after the tenancy or agreement ends.

Tenancy databases

Sections 457–464

Tenancy databases are run by private companies and hold information on a tenant's rental histories. They are used by managers/owners during an application process to assess the risk of prospective tenants.

If you find information about a prospective tenant during a rental history check, you must inform them in writing within 7 days. You must tell them they have been listed on a database, which tenancy databases you use, and how they can get a copy of the listing or have it amended or removed.

There are rules about what information can be listed on the databases and rules around the reasons for listing someone. Tenants cannot be listed on a database until after the tenancy has ended.

A tenant who has experienced domestic and family violence should not be listed on a tenancy database if the breach is the result of the actions of a person using violence. Tenants who have experienced domestic violence also have greater protection through QCAT, which can order that their personal information will not be listed on a tenancy database.

Listings must be removed after 3 years. Penalties apply for not complying with the Act.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon to Fri, 8:30am to 5:00pm)

RTA Web Services is available 24 hours a day, 7 days a week for single and bulk bond lodgements, bond refunds, bond disputes, change of bond contributors and updating customer details.

Queensland Civil and Administrative Tribunal (QCAT)

t 1300 753 228

w qcat.qld.gov.au

Caravanning Queensland (Caravan Parks Association of Qld (CPAQ))

t 07 3862 1833

w caravanqld.com.au

National Relay Service

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

t 133 677

DV Connect

Domestic/family violence and crisis support

t 1800 811 811

w dvconnect.org

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:
• rta.qld.gov.au • 1300 366 311 (Mon to Fri, 8:30am to 5:00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane

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).

Further information

For more information contact the Residential Tenancies Authority.

rta.qld.gov.au

1300 366 311

RTA Web Services

Connect with us

LinkedIn

YouTube

Instagram

RTA News

Podcast

Managing caravan park tenancies in Queensland
Copyright © Residential Tenancies Authority
ISBN: 978-0-9586156-0-0

v5 Sep25

Disclaimer:
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.