

Fact sheet

Caravan parks and manufactured homes

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) applies to tenancy agreements for caravans, caravan sites, houseboats and rented manufactured homes. Manufactured homes which are occupied by their owners are covered by the *Manufactured Homes (Residential Parks) Act 2003* which is administered by the Department of Housing and Public Works.

Tenancy agreements for moveable dwellings

The Act covers short term moveable dwelling tenancies of up to 42 days and long term tenancies, but does not apply to holiday lettings.

Both tenants and owners/managers have rights and obligations under their agreement and the Act. Full details can be found in the information statement *Pocket guide for tenants - caravan parks* (Form 17b).

Starting a tenancy

In a short term tenancy, a written tenancy agreement is not necessary. However, there must be a *Short Tenancy Statement* confirming that both parties have entered into a short tenancy.

A long term tenancy may be for a fixed term (with a stated end date) or periodic (with no end date). There must be a written agreement containing the standard terms in place. The tenant must receive a copy of the signed *Moveable dwelling tenancy agreement* (Form 18b) by the day of occupation.

The owner/manager must give the tenant a copy of the information statement *Pocket guide for tenants - caravan parks*, a copy of the park rules and an *Entry condition report – moveable dwelling/site* (Form 1b).

Rental bonds

Any bond paid by the tenant must be lodged with the Residential Tenancies Authority (RTA) together with a completed *Bond lodgement* (Form 2) within 10 days of receipt. The bond can be paid in instalments. A new *Bond lodgement* form must be lodged with each payment.

The maximum rental bond that can be charged is:

- two weeks rent for a short term tenancy
- two weeks rent for a long term tenancy, or
- three weeks rent for a long term tenancy if power is separately metered and provided in the owner's/manager's name.

Park rules

Owners/managers can make rules about the use, management and control of the park. These rules become part of the tenancy agreement.

If a park rule is to be changed, there is a strict process that must be followed.

All tenants must be informed of any proposed changes to the park rules, and must be given the chance to object to them. Any objections must be properly considered and the parties may apply to the Tribunal if agreement cannot be reached about the changes. The owner/manager must give each tenant a written copy of any amended park rules.

Paying the rent

The owner/manager and tenant must agree on how, where and how often the rent will be paid. This must be included in the tenancy agreement. The owner/manager must give receipts and keep rent payment records.

The owner/manager must pay all charges, levies, premiums, rates or taxes payable for the premises. Tenants may have to pay a service charge for using electricity, gas, water or sewerage services only if the premises are separately metered. Where these service costs are included in the rent, the rent may be reduced if a service or facility in the park can no longer be used by the tenant due to the owner's/manager's actions.

Site maintenance

Owners/managers cannot charge site preservation fees in addition to rent, but park rules may include reasonable requirements for maintenance of the site.

Tenants who own their caravan but rent the site are responsible for maintaining their caravan. Both the tenant and owner/manager are responsible for maintaining the site, including preservation and landscaping of the area around the caravan. The tenancy agreement should clearly state tenant responsibilities for the site at the end of the tenancy.

Relocation to another site

Tenants can be asked to relocate within the caravan park in certain circumstances, such as an emergency, to carry out necessary or desirable work, or for health and safety reasons. The new site must be reasonably comparable with the old site. The owner/manager must give a written notice with at least one month to relocate, stating the reasons why the move is necessary and identifying the new site.

However, if the move is for emergency, health or safety reasons, reasonable notice needs to be given.

Ending a tenancy

At the end of a short term tenancy, a new agreement must be entered into if the tenant wishes to stay. A short term tenancy can be extended for a second term of 42 days, but only once. If the tenancy is extended again, by law it becomes a long term tenancy which must be in writing and has different rules, such as longer notice periods.

Short term tenancies can be ended without grounds by the owner/manager giving at least two days notice, or by the tenant giving at least one days notice. Either party can make an urgent application to the Tribunal for a termination order to end the short term tenancy if the parties are incompatible in a way that makes it desirable, in the interests of both parties, for the agreement to end.

At the end of a fixed term agreement in a long term tenancy, the tenant may:

- move out, giving a *Notice of intention to leave* (Form 13) with two weeks notice
- stay on for another fixed term (see the fact sheet *Continuing a fixed term tenancy*), or
- stay on under a periodic agreement. This requires no new paperwork and the existing tenancy agreement can continue indefinitely.

Special provisions for ending a tenancy

Tenants may be given notice to leave the park because:

- the park is to be closed
- the area is to be used for another purpose

- the park has become unfit to live in, or
- without grounds (no reason).

The owner/manager must give a tenant a *Notice to leave* (Form 12). The amount of notice required varies depending on the circumstances. See the fact sheet *Allowing time when serving notices – moveable dwellings* or the information statement *Pocket guide for tenants - caravan parks* for more information.

The owner/manager may make an urgent application to the Tribunal for the immediate termination of a tenancy if:

- the tenant causes a serious disturbance or serious nuisance within the park, or
- the tenant causes damage or injury to the premises or other people.

Tenants can apply to the Tribunal for a termination order against an owner/manager who has caused serious damage to their possessions or has threatened to cause injury, or has actually caused injury, to the tenant or another person on the premises. Tenants can also apply for a termination order where an owner/manager harasses, intimidates or verbally abuses the tenant or another person on the premises.

Resolving disputes

If either party believes the terms of their agreement have been breached, they should talk to the other party and try to reach an agreement. If agreement can not be reached in a short term tenancy, either party can leave with written notice. In a long term tenancy, either party can serve a *Notice to remedy breach* (Form 11). Alternatively, the matter may be pursued through the RTA's dispute resolution service and the Tribunal, by lodging a *Dispute resolution request* (Form 16) with the RTA.

Further information

For more information about caravan park tenancies, contact the Residential Tenancies Authority on 1300 366 311.

For more information about manufactured home agreements, contact the Department of Housing and Public Works – 13 QGOV (13 74 68).

Accessing RTA forms

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

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



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

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Disclaimer

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.