



residential
tenancies
authority

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rta.qld.gov.au



Managing caravan park tenancies in Queensland

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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, bond management, dispute resolution, investigation, policy and education services.

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 the tenant to quiet enjoyment of the caravan
- » comply with all health and safety laws
- » keep the caravan and inclusions in a good state of repair during the agreement
- » ensure the caravan is reasonably secure
- » pay all charges, rates and taxes for the caravan and site and cover the cost of preparing the tenancy agreement
- » ensure common areas and facilities are kept clean
- » lodge all bond money with the RTA
- » follow the rules for renting set out by the *Residential Tenancies and Rooming Accommodation Act 2008*

The tenant must

- » pay the rent on time
- » keep the caravan and/or site clean and undamaged and leave it in the same condition it was in when 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
- » inform you if they damage the caravan and/or site
- » inform you if repairs are needed

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*.



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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. You and the manager/caretaker should also have a formal 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.

Although the Act generally does not cover the application process, elements relating to money are covered.

Advertising the caravan and/or site for rent

Section 57

Rent must be advertised at a fixed price (e.g. \$250 per week). You, or your manager, may

not advertise a rent range, hold a rent auction or ask for offers. You can negotiate the amount of rent to be paid with a tenant. You do not have to display the price on a 'for rent' sign at the park.

Fees and charges

Section 59

The only money you can ask a prospective tenant for:

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

You cannot charge an application fee.

Key deposits

Sections 156–158

You may ask a prospective tenant for a refundable key deposit to inspect the caravan. If you do, you must provide them with a receipt. It 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 they intend to rent. They must be given a copy of the proposed agreement, including any special terms, 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. Once you have taken the deposit you must give a signed receipt and ensure the caravan is available if the prospective tenant decides to proceed with the tenancy.

If the tenant does not want to rent the caravan 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 that they will proceed with the tenancy but then fails to enter into the agreement.

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

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
- » you decide if you will take a key or holding deposit
- » you decide if you will take a bond

You must provide a copy of the proposed tenancy agreement that includes any special terms before accepting any money from the tenant or committing them to the tenancy (this includes tenancy application forms that commit a tenant to renting the caravan if you choose their application).

If you are planning on putting the caravan up for sale within the first 2 months of a fixed term tenancy, check the rules around selling a tenanted property before signing up the tenant (see page 17).

Smoke alarms

Sections 104RA–104RJ of the *Fire and Rescue Service Act 1990*

Smoke alarms are highly recommended for caravans and motor homes. The Queensland Fire and Rescue Service recommends the use of photoelectric smoke alarms. Contact the Queensland Fire and Rescue Service (fire.qld.gov.au) 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 Department of Justice and Attorney-General (justice.qld.gov.au) for more information.

Discrimination

Section 7 of the *Anti-Discrimination Act 1991*

You must not discriminate when selecting a tenant. The *Anti-Discrimination Act 1991* (adcq.qld.gov.au) 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.

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). However, GST may be added to the rent.

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 the 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. Separate service charges must be recorded at item 13 of the tenancy agreement.

You are not allowed to make a profit when on-supplying services to the tenant, or charge them for the cost of supplying or maintaining equipment, or for time and labour involved in reading meters.

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

If a service becomes unavailable because of your action or inaction, the rent may be reduced by the amount attributed to that service.

Electricity meters

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

Up to 1 week's rent may be taken as a security bond for electricity if the electricity is separately metered and provided in your name. You must provide the tenant with a receipt immediately and send the bond to the RTA within 10 days. The bond for electricity is not the same as the rental bond.

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 Water Supply (dews.qld.gov.au) for more information.

Overcharging for electricity is an offence under the *Electricity Act 1994* and is a breach of the tenancy agreement.

Starting a tenancy



Documents you will need to give the tenant:

Sections 58, 61, 65 and 67

- » 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
- » an *Entry condition report* (Form 1b).

Tenancy agreement

Sections 61–64

A *Moveable dwelling tenancy agreement* (Form 18b) is a legally binding written contract between you and the tenant. The tenant may want to rent a caravan and site or just the site. It does not apply to tenants staying at the caravan park for a holiday. It must include standard terms and may include special terms (e.g. keeping pets, pest control).

You must give the tenant a copy of the tenancy agreement and the park rules before they pay any money or commit to the tenancy. It is an offence not to provide the tenant with a written agreement. However, the tenant still has protection under the law even if they are not given one.

You are 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 within 14 days.

The agreement may only be ended by following the correct procedure (see page 18).

There are 2 types of moveable dwelling agreements:

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

Period of tenancy agreement:

- » Fixed term agreement – has a start date and an end date and the tenant agrees to rent the caravan and/or site for a fixed amount of time (e.g. 12 months)
- » Periodic agreement – when the tenant agrees to rent the caravan 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.

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

Park rules

Section 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 broken 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 14).

Sub-letting

Tenants must get written permission from you to sub-let a caravan. Sub-tenants have no direct relationship with you and deal directly with the tenant named on the original agreement. 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. Your approval must be given in writing. If you haven't granted approval you can seek removal of the tenants by issuing a *Notice to remedy breach* (Form 11) to the tenant. You may also seek help through the RTA's dispute resolution service or the Queensland Civil and Administrative Tribunal (QCAT).

Entry condition report

Sections 65 and 506

The *Entry condition report* (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 and the tenant must each complete and sign the report. The tenant can disagree with what you have written by including their own comments.

Photographs or video are the best way to support what you have written on the report.

The entry condition report 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.

The tenant has 3 days after the day they are allowed to move in to complete the report. You must then give them a copy of the final report within 14 days.

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. The tenancy agreement must include any special terms, as well as copies of other paperwork such as park rules.

You must:

- » give the tenant a receipt straight away
- » fill in a *Bond lodgement* (Form 2) that you and the tenant sign
- » lodge the bond with the RTA within 10 days.

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.

Maximum bond amounts

The maximum bond is 2 weeks rent, unless electricity is individually metered to the caravan and/or site and the bill is in your name or the manager's name. Then it can be 3 weeks rent.

The maximum amount applies to the total of all bonds, no matter what they are called (e.g. pet bond, entry card deposit, security deposit) or how many bonds are taken.

Rental bond loans

The Department of Housing and Public Works provides bond loans to help tenants secure private rental accommodation. Contact the department for more information (hpw.qld.gov.au).

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.

Each instalment should be lodged with the RTA using a *Bond lodgement* (Form 2) within 10 days of receiving it.

Transfer of bond

A tenant can transfer a bond from one site or caravan to another (within the same park) if you agree. The RTA holds the bond money instead of paying it back at the end of the original tenancy. You will need to fill out a *Transfer of bond* (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 along with a completed *Bond lodgement* (Form 2). It is important to include the new rent amount on the form when lodging extra bond money.

You cannot increase the bond more than once in 12 months and you must give at least 1 month's notice of the increase.

If you are managing a number of bonds, contact the RTA about managing them online.

Rent

Sections 83–97

Rent can be paid in the following approved ways:

- » cash
- » cheque
- » deposit to a financial institution account nominated by you
- » credit card
- » via EFTPOS

- » deduction from pay, a pension or other benefit payable to the tenant
- » another way agreed by you and the tenant

The way rent will be paid must be stated in the tenancy agreement. If an unapproved way (e.g. money order or rent card) is preferred, the tenant must also be given a choice of at least two approved ways to pay rent.

The tenant must be told about any extra costs involved with a particular method of payment (e.g. joining fee, processing fee or service charge that is not part of the rent).

Receipts and records

Section 88

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

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

You must keep a full and accurate record (ledger) of rent the tenant pays and retain it for 1 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.

Example of a rent ledger

Name of tenant:

Address of rental property:

Weekly rental amount: \$200

| Receipt no. | Date rent paid | Amount paid | Period rent covered |
|-------------|----------------|-------------|---------------------|
| 034 | 1/5/13 | \$400 | 1/5/13 to 14/5/13 |
| 035 | 15/5/13 | \$400 | 15/5/13 to 28/5/13 |
| 036 | 31/5/13 * | \$400 | 29/5/13 to 11/6/13 |
| 037 | 12/6/13 | \$400 | 12/6/13 to 25/6/13 |
| 038 | 26/6/13 | \$200 | 26/6/13 to 2/7/13 |
| 039 | 3/7/13 | \$400 | 3/7/13 to 16/7/13 |
| 040 | 17/7/13 | \$200 | 17/7/13 to 23/7/13 |

* 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 87

You can ask a tenant for a maximum of 2 weeks rent in advance. The tenant cannot be asked to pay more rent until the rent paid in advance has been used up.

Increasing the rent

Sections 91–93

For rent to be increased, it must be at least 6 months since the last increase.

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

Rent may be increased at the end of a fixed term agreement if you and the tenant enter into a new tenancy agreement.

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

You cannot increase the rent because the tenant breaches the agreement.

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 the Queensland Civil and Administrative Tribunal (QCAT).

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. 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

The tenant can also dispute a significant rent increase when the tenancy is renewed with another fixed term agreement. They must sign the new agreement before lodging a *Dispute resolution request* (Form 16) with the RTA. After the tenant signs the new agreement they have 30 days to lodge the request form.

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. electricity is not available) or if a natural disaster (e.g. flooding, fire) makes the caravan partially unfit to live in.

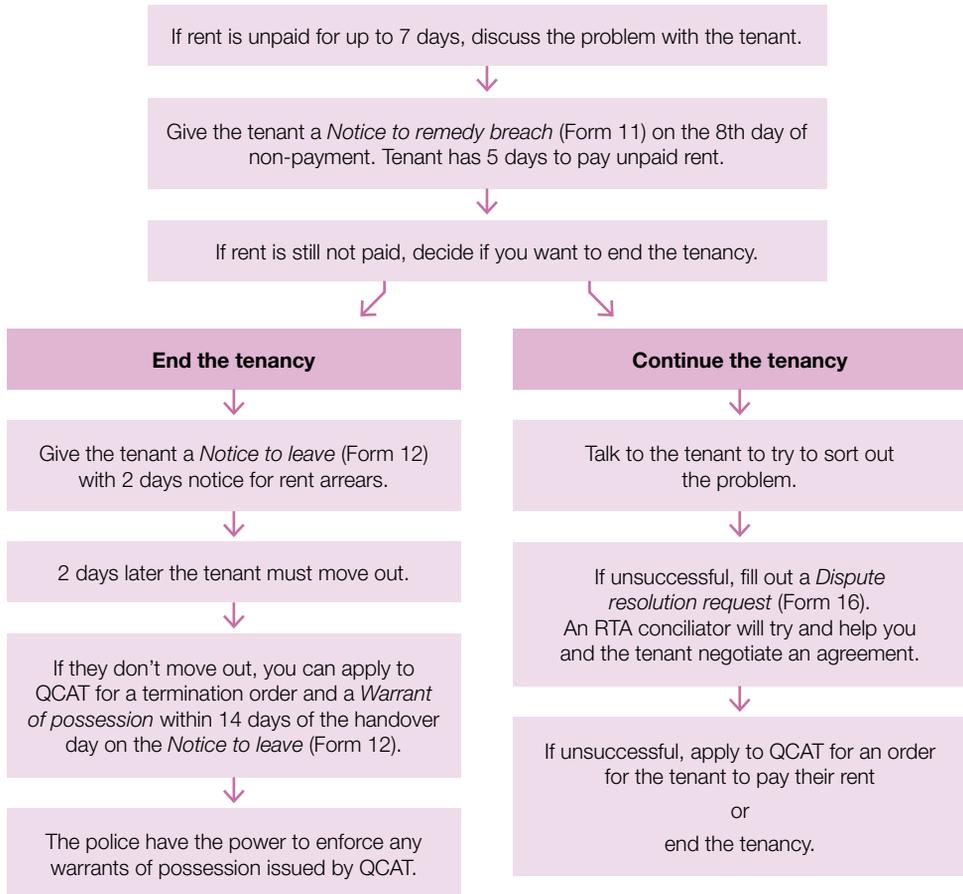
If you and the tenant are unable to reach an agreement about a reduction in rent, the RTA's dispute resolution service may be able to help.

Unpaid rent

Sections 280, 325 and 328

If a tenant falls more than 7 days behind in rent they have breached the agreement. On the eighth day after the rent is due you may 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





During a tenancy

Entry

Sections 192–199 and 202

You have the right to enter a rented caravan to inspect it or 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 after 6pm, unless the tenant agrees.

You must specify on the *Entry notice* (Form 9), a specific time or a 2 hour period you intend to enter the caravan if you are entering for an inspection. You must enter the caravan within that period 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 confirming their appointment.

There are penalties 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 apply.

Disputes about entry

If you and the tenant are unable to resolve a dispute about entry, the RTA's dispute resolution service may be able to help. If the problem is still not resolved you or the tenant may be able to apply to QCAT.

| Lawful purpose of entry | Minimum notice required |
|---|--|
| To inspect the caravan | Short tenancy – 24 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 | 24 hours Entry must occur within 14 days of the expiry date on the <i>Notice to remedy breach</i> (Form 11). |
| To carry out repairs or maintenance to the caravan including safety switch and smoke alarm installation | 24 hours Entry can occur without notice if the caravan is located 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 | 24 hours Entry must occur within 14 days of the maintenance or repairs being completed. |
| To show the caravan to a prospective purchaser | 24 hours The tenant must have received a <i>Notice of lessor's intention to sell the premises</i> (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 | 24 hours notice The tenant must have given a <i>Notice of intention to leave</i> (Form 13) or received a <i>Notice to leave</i> (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 | 24 hours |
| If you reasonably believe the caravan has been abandoned | 24 hours |
| If the tenant agrees that you or the manager can enter | At the agreed time |
| 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 a pet in the caravan without permission
- » another matter, if the reasonable cost of fixing the matter exceeds one week's rent

Sales, open houses and auctions

Before you show a prospective buyer or tenant the caravan, the tenant must have given you notice or you must have given them notice.

If the tenant wants to leave they must give you a *Notice of intention to leave* (Form 13). If you want the tenant to leave you must give them a *Notice to leave* (Form 12). If you are selling the caravan you must give the tenant a *Notice of lessor's intention to sell premises* (Form 10).

If you wish to hold an open house or auction at the caravan site, you must have the written consent of the tenant.

Maintenance and routine repairs

Section 215

You are responsible for keeping the caravan and site in good condition and fit for the tenant to live in (this does not apply to owner-occupied caravans, however it may apply to the leased site).

The tenant must notify you of any damage or necessary repairs. 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. If conciliation doesn't help resolve the issue, the tenant can apply to 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 (before applying to QCAT for an order about the repairs).

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
- » 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.

All other repairs are considered to be routine repairs.

Remember to list your nominated emergency repairer in the tenancy agreement.

If the tenant is unable to notify you or the nominated repairer of the need for emergency 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 2 weeks rent. This does not apply to a short term tenancy.

You must reimburse the tenant for the cost of repairs within 7 days of receiving a copy of all receipts.

If you and the 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.

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 or an annex).

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

The tenant may only attach a fixture or make a structural change to the caravan if you agree (this does not apply to owner-occupied caravans, however it may apply to the leased site). Your approval must be in writing, describe the changes and state what will happen to the fixtures when the tenant leaves.

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

Unapproved fixtures or structural changes

If a tenant installs a fixture or structure 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. They 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, or
- » for 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 1 month's notice.

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

The tenant can ask you to pay for the (reasonable) cost of moving site. If you and the tenant cannot agree on an amount you can ask the RTA for dispute resolution assistance.

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 1 month's 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 1 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, and
- » if 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 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 tenants can apply to QCAT for a decision. Applications must be made within 7 days of the committee making its decision.

Breaches

A breach of a tenancy agreement is when you or the tenant break any part of the agreement.

Breaches by the tenant

Sections 280–281, 325, 328, 330

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. If the tenant falls more than 7 days behind in rent they will have 5 days to pay the rent they owe.

If the tenant does not fix the problem (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. You or the tenant may apply to the RTA's dispute resolution service for help.

Breaches by the owner/manager

Sections 301–302

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

If you do not fix the problem within 7 days the tenant can give you a *Notice of intention to leave* (Form 13) giving you at least 7 days notice to end the agreement. You can dispute this notice by lodging a dispute resolution request with the RTA.

If the tenant ends the agreement early (also known as a break lease) they may have to pay compensation (which includes loss of rent).

Repeated breaches

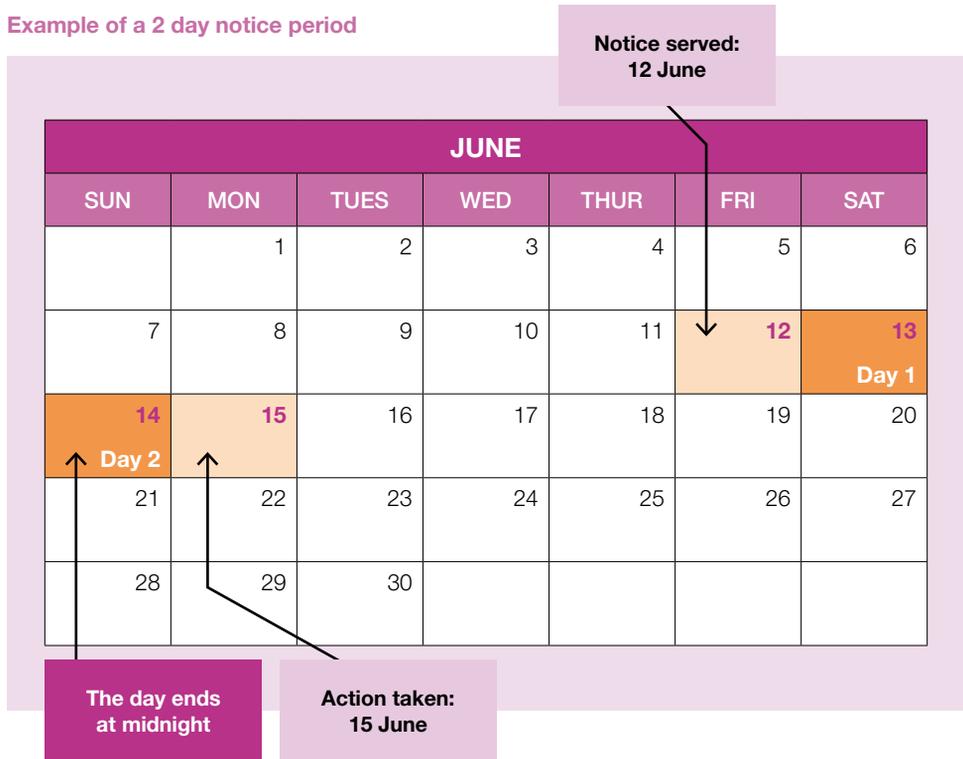
Sections 299, 315, 376, 382 and 389

A repeat 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.

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, the tenant must be allowed until midnight to leave. You and the tenant should negotiate a 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 post

When serving notices by post, the sender must allow time for the mail to arrive when working out when a notice period ends.

Contact Australia Post for more information on delivery times.

Selling a tenanted caravan

Sections 203–204, 286, 307

If the 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, and if the caravan is sold, the new owner will become their owner/manager.

If the tenant is on a periodic agreement, and the purchaser does not want to continue renting the caravan (known as vacant possession), then you must give the tenant a *Notice to leave* (Form 12) allowing at least 4 weeks notice (2 days for a short term tenancy) after the signing of the contract for sale.

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, the tenant can end the agreement by giving a *Notice of intention to leave* (Form 13) with 2 weeks notice.

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 24 hours notice for each entry.

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.

Re-letting a tenanted caravan

Before you show a prospective tenant the property, the tenant must give you notice, or you must give the tenant notice to leave.

If the tenant wants to leave they must give you a *Notice of intention to leave* (Form 13). If you want the tenant to leave you must give 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 24 hours notice.

A reasonable amount of time must have passed since the last entry for this reason.

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), or
- » enter into a new fixed term agreement (which may include changes to the terms of the agreement), or
- » 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 with the RTA.

A significant change may include:

- » an excessive rent increase
- » the way rent must be paid
- » the number of occupants allowed to live in the caravan
- » a change to the special terms, or
- » a change to the terms about keeping pets.

The tenant must sign the new agreement first and then has 30 days from the start of the new agreement to apply to the RTA's dispute resolution service.

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

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

Section 277

- » a fixed term agreement has ended
- » you or the tenant want to end a periodic agreement
- » there is a serious unremedied breach which relates to:
 - unpaid rent
 - damage to the caravan
 - illegal use of the caravan
- » you or the tenant have broken the agreement in a serious way and in the same way more than twice in a 1 year period
- » the tenant has not complied with a QCAT order
- » the tenant has abandoned the caravan
- » the caravan is to be sold and the tenant is on a periodic agreement
- » you and the tenant mutually agree in writing
- » a mortgagee is to take possession of the caravan and/or park
- » the sole tenant has died, or

- » 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.

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 the tenant
- » by you giving the tenant a *Notice to leave* (Form 12), or
- » by the tenant giving you a *Notice of intention to leave* (Form 13).

Notice to leave

Section 330

The *Notice to leave* (Form 12) is used when you want the tenant to vacate the caravan and the park. You must give the correct amount of notice.

Remember, you cannot ask the tenant to leave without grounds (reason) during a fixed term agreement.

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

Notice of intention to leave

Section 332

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

| Reason for ending tenancy | Type of agreement and length of notice required | | |
|--|---|-----------------------------|---|
| | Short tenancy | Periodic | Fixed term |
| Unremedied breach (by the owner/ manager) | 1 day | 2 days | 2 days |
| Compulsory acquisition | 1 day | 2 weeks | 2 weeks |
| Without grounds (reasons) | 1 day | 2 days | 14 days or the end of the fixed term - whichever is later |
| Non-compliance with a QCAT order | 1 day | 7 days | 7 days |
| Non-liveability | The day the notice is given | The day the notice is given | The day the notice is given |
| Owner's intention to sell caravan within the first 2 months of tenancy | 1 day | 2 weeks | 2 weeks |

If the tenant leaves before the end date of the fixed term agreement they may be responsible for costs involved with breaking the agreement. However, you have an obligation to reduce or minimise costs that result from breaking the agreement.

Abandoned caravan

Sections 355–357

If you believe the caravan has been abandoned, you can issue an *Entry notice* (Form 9) allowing 24 hours notice, and then inspect the caravan to confirm it has been abandoned.

You must have reasonable grounds for believing the caravan has been abandoned (e.g. rent has not been paid, mail has not been collected, observations of neighbours).

To end the agreement you can either:

- » issue an *Abandonment termination notice* (Form 15). This can be done by attaching the notice to 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, or
- » apply to QCAT for an order declaring the caravan abandoned. This can avoid future disputes if there is doubt about whether the caravan 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 the tenant may apply to QCAT for a compensation order if they can show they have not abandoned the caravan. This must be done within 28 days of being served.

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

Exit condition report

Section 66

Exit condition report – Moveable dwelling/site (Form 14b) is completed on, or around, handover day when the 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 2 copies given to you. It will be compared against the *Entry condition report - Moveable dwelling/site* (Form 1b) to determine if the caravan and/or site is in the same condition as when the tenant moved in, apart from fair wear and tear.

You then inspect the caravan and/or site and make your own notes on the exit condition report and send a completed copy to the tenant at their new address within 3 days.

You are encouraged to conduct the inspection with the tenant and complete the report together. If there is disagreement over the report, 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 the 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

You and the tenant must sign the *Refund of rental bond* (Form 4) and submit it to the RTA by post or online. The RTA will refund the bond within a few days. The fastest way to get the bond back is to provide the RTA with bank details so it can be deposited into the correct account.

If you and the tenant disagree

You or the tenant can submit a bond refund form. The RTA will then send the other person a *Notice of claim* and a *Dispute resolution request* (Form 16). If the RTA does not receive a response within 14 days, the bond is paid out as directed by whoever lodged the bond refund form first.

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

If agreement is not reached, the person who lodged the dispute resolution request form can apply to QCAT for a decision. They must do so within 7 days of receiving the *Notice of unresolved dispute* from the RTA and notifying the RTA in writing of the QCAT application.

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

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 cash, passports, birth certificates, photographs) must be given to the tenant or, if you can't contact them, to the Public Trustee within 7 days of the end of the tenancy. You must make an effort to contact the tenant about these items.

- » **Goods valued at less than \$1500:**
Goods left behind that could be unhealthy or unsafe to store, that would reduce their value by storing them, and/or the cost of removing, storing and selling them would be more than their value, can be sold or disposed of straight away. *Example:* food.
- » **Goods valued at more than \$1500:**
Goods must be stored for 1 month, after which they can be sold at auction. The auction must be advertised in a local newspaper and must list the goods and state the time, day and place of the auction which must be at least 7 days after the notice is published. *Example:* cars, furniture or caravans.
- » If a caravan and its contents are left behind you must store it for at least 3 months.

You can deduct the cost of the removal, storage and sale of the goods from the money raised at the auction. Any remaining money must be paid to the Public Trustee. You must apply to QCAT if you are owed any other money.

The tenant can reclaim their goods before their disposal. They must put this request in writing and pay you for the cost of removal or storage.

You cannot hold onto a tenant's possessions in lieu of rent or other money owed.

Take photos of items being disposed of in case of future dispute.

Disputes

Sections 397–413, 416

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

Step 1 – 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
- » 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 the tenant.

Step 2 – 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 to settle a dispute with mutual agreement. The process is voluntary and confidential.

Step 3 – application to QCAT

When a dispute 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).

You can get information and application forms from the QCAT website (qcat.qld.gov.au).

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

Urgent applications to QCAT

Section 415

An urgent application can be made directly to QCAT without having to go through dispute resolution first. The term 'urgent' does not mean the application will be fast-tracked, just 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 the tenant
- » ending the agreement due to the death of a sole tenant
- » an order declaring a caravan abandoned
- » an order about goods and documents left behind.

Contact the RTA to check if your matter is defined as urgent.

Retaliatory eviction

Sections 291–292

You cannot evict a tenant because they have enforced, or propose to enforce, their rights. If a tenant believes you have given a *Notice to leave* (Form 12) because they have made a complaint or taken some action to enforce their rights, they can apply directly to QCAT to have the notice set aside.

The tenant must apply to QCAT within 4 weeks of receiving the *Notice to leave* (Form 12).

Warrant of possession

Sections 350–354

If, after you have gone through the process of ending the agreement, such as serving a *Notice to leave* (Form 12), and the tenant does not move out, you can make an application to QCAT for a termination order and a *Warrant of possession*. It is important each step in the process is completed before moving on to the next.

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 *Notice of intention to leave* (Form 13).
2. QCAT will set a date for the hearing.
3. If the adjudicator at QCAT believes there is a case, they will issue a termination order and a Warrant of possession and notify the tenant about the order.
4. An authorised officer, such as a police officer, will execute the warrant and be present to allow you to take possession of the caravan.

Serious nuisance

Sections 454–456

Police officers have special 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 the 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 1 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 1 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 1 year after the tenancy ends.

Tenancy databases

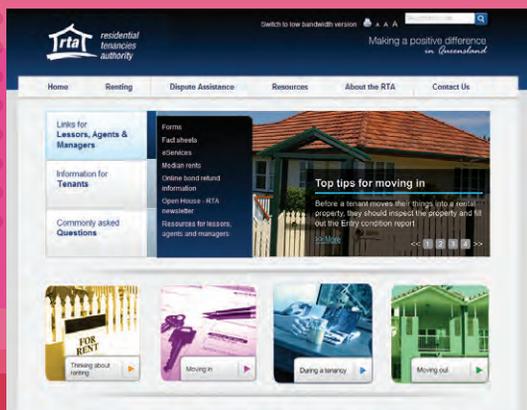
Tenancy databases are electronic registers run by privately owned companies that record information about tenants who have had their agreement ended because of a serious breach (e.g. they owe money that exceeded the bond or had their agreement ended by QCAT).

These registers may be used by you during an application process, to check the prospective tenant's rental history.

There are rules about what information can be listed on the databases. Visit our website for more information.

Tenancy matters

we're here to help



Visit our **website**
rta.qld.gov.au

- » download forms
- » order publications
- » lodge single bonds via BPAY
- » submit agreed bond refunds
- » manage your bond information with eServices
- » find median rents
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