<table>
<thead>
<tr>
<th>Residential Parks Act 1998 Sections</th>
<th>Draft Residential (Land Lease) Communities Act Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.3 - No ‘common area’ definition</td>
<td>S.1.4 - common area in a community means any amenities, building, road or other area in the community provided for common use by residents of the community.</td>
</tr>
<tr>
<td>S.3 - Separate definitions for manufactured homes and moveable dwellings.</td>
<td>S.1.4 - Now contains a clarified single definition of ‘home’ that combines both definitions in one.</td>
</tr>
<tr>
<td>S.3 - Defines Park Rules</td>
<td>S.1.4 - Defines Community Rules</td>
</tr>
<tr>
<td>S.3 - Residential Park definition</td>
<td>S.1.4 - Now called a Community, whether or not you currently are a caravan park or a manufactured home estate.</td>
</tr>
<tr>
<td>S.3, S.5 - Act only applies to agreements where the occupant occupies the dwelling as their PPOR</td>
<td>No Principal Place of Residence requirements.</td>
</tr>
<tr>
<td>S.3 - Park Owner</td>
<td>S.1.4 - Community Operator / Community Owner</td>
</tr>
<tr>
<td>S.3 - Rent</td>
<td>S.1.4 - Site fees. Centrelink recognise ‘site fees’ as rent. Being called a home owner will not affect your rent assistance.</td>
</tr>
<tr>
<td>S.3 - No sewerage availability chargeable</td>
<td>7.3 - Sewerage availability chargeable.</td>
</tr>
<tr>
<td>S.5 - Applies to Park Owner-owned dwellings</td>
<td>2.3 Does not apply to homes owned by the community operator or community owner.</td>
</tr>
<tr>
<td>S.3 - Crown Reserve sites excluded from Site Agreement definition</td>
<td>2.5 Crown Reserve sites are now included.</td>
</tr>
<tr>
<td>No disclosure obligations on park owners to prospective purchasers</td>
<td>Part 4 - Community Operators now obliged to provide prospective purchasers with full disclosure of all fees, charges, rights and obligations.</td>
</tr>
<tr>
<td><em>No Advice period provided</em></td>
<td>4.3 14 days to seek advice before signing up.</td>
</tr>
<tr>
<td>S.12 – fees and charges payable for proposed agreement</td>
<td>4.9 no fees or charges payable.</td>
</tr>
<tr>
<td><em>Regs, Schedule 1 - Standard form agreement provides duration clause and start and end dates</em></td>
<td>4.10 - No fixed period unless agreed. If agreed, term must exceed 3 years.</td>
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<tr>
<td>No harassment or intimidation provisions</td>
<td>5.2(i) – home owner obligation. 5.18 – community operator obligation, and penalties apply</td>
</tr>
<tr>
<td>S.27 – all visible alterations require prior approval</td>
<td>5.8 minor alterations e.g. painting do not require consent</td>
</tr>
<tr>
<td><em>No provision, with or without approval, for any additional occupant</em></td>
<td>5.10 – additional occupants allowed with consent, and no unreasonable refusal allowed. No consent required for partner and partner’s children</td>
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<tr>
<td>S.75 – park owner can pass on the installation charges of mail facilities</td>
<td>5.5.13 Home owners do not pay for mail facilities.</td>
</tr>
<tr>
<td>S.71 – maintenance of trees is the obligation of the land owner, who may not be the park owner</td>
<td>5.14 – maintenance obligation is with the community operator, even though they may not own the land.</td>
</tr>
<tr>
<td>No obligation on park owners to provide improvements in the facilities or services of the park</td>
<td>5.15 - Home owners may agree to pay a special levy to pay for an improvement.</td>
</tr>
<tr>
<td>No code of conduct for park owners</td>
<td>5.18 - Contains Rules of Conduct for community operators, with penalties for breaches.</td>
</tr>
<tr>
<td>No education required for community operators</td>
<td>5.19 - Mandatory education for community operators.</td>
</tr>
<tr>
<td>No provision against park owners regarding retaliatory conduct</td>
<td>5.20 - Retaliatory conduct defined as including punitive actions taken against an individual home owner by a community operator. Penalties apply against a community operator found to be engaging in retaliatory conduct.</td>
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<tr>
<td>S.53 - All rent increases must have 60 days’ written notice</td>
<td>14 days written notice for agreements with additional terms regarding rent increases. 60 days’ written notice without.</td>
</tr>
<tr>
<td>No obligation on park owner to justify the amount of the increase</td>
<td>6.12, 6.13 - Community Operator to provide explanation of increase amount in the notice.</td>
</tr>
<tr>
<td>No obligation to mediate about increases, outside the Tribunal process.</td>
<td>6.15 - Mediation compulsory, provided at least 25% agree.</td>
</tr>
<tr>
<td>S.57(a) – Increase comparisons between sites in the park, other parks in the locality or a similar locality.</td>
<td>6.18 - Home owner may apply if their increase is excessive when compared to similar sites in their community only.</td>
</tr>
<tr>
<td>S.57 – includes matters to be considered in rent increase cases</td>
<td>6.21 - Matters to consider in site fee increases have been changed.</td>
</tr>
<tr>
<td>No late fee payable on unpaid utilities charges</td>
<td>7.5 - Community Operator may charge a late fee for unpaid utilities charges</td>
</tr>
<tr>
<td>S.40 - Rent payments can be used to pay utility charges, as long as Resident agrees and it is written into the agreement</td>
<td>7.6 - Site fees cannot be used to pay unpaid utility charges.</td>
</tr>
<tr>
<td>S.16 (for breach) - Resident must apply to Tribunal to recover any overpaid utilities charge.</td>
<td>7.12 - Home owner can recover overpaid charges by deducting the amount owed from the site fees payable.</td>
</tr>
<tr>
<td>No current provisions for this type of compensation.</td>
<td>6.10 - New residents may apply to the Tribunal for a reduction in site fees payable on the grounds that a communal facility or service advertised as available prior to the agreement being entered into, was not in fact available at the time.</td>
</tr>
<tr>
<td>S.62 - Act contains Park Rules</td>
<td>8.1 - Contains Community Rules</td>
</tr>
<tr>
<td>S.63 - Park Rules form part of the Agreement</td>
<td>8.1(6) - Community Rules do not form part of the Agreement.</td>
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<tr>
<td>S.63 - Terms of the Agreement take precedence over the Park Rules</td>
<td>8.1 - Community Rule prevails if it is substantially the same as an Agreement term. If an Agreement term and a Rule are inconsistent with each other, then the Agreement prevails.</td>
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<tr>
<td>No model rules provided.</td>
<td>8.3 - Model rules may be published for use by a community.</td>
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<tr>
<td>S.64 - 60 days’ notice for amendment to park rules</td>
<td>8.5 - 30 days’ notice for amendment to community rules.</td>
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<tr>
<td>S.63 - Only residents are obliged to comply with the park rules</td>
<td>8.7 - Home owners, community owner and community operator must comply with the community rules.</td>
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<tr>
<td>S.66, S.66A - Has both liaison and residents committees</td>
<td>Part 9 - Has only Residents Committees</td>
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<tr>
<td>No prohibition on the incorporation of Residents Committees</td>
<td>9.1 - Community Operators prohibited from requiring Resident Committees to be incorporated and/or insured.</td>
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<tr>
<td>Park Owner can restrict access to park by external resident organisations</td>
<td>9.7 - Community Operator must not restrict an external organisation, eg, ARPRA, from having reasonable access to the home owners of a community.</td>
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<td>S.41 - Allows for assignment of agreements on sale of a dwelling</td>
<td>10.7 - Does not allow for assignment on purchase of a dwelling. New Agreements will be restricted to same terms as the previous agreement.</td>
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<tr>
<td>No capital gains share or site premium on sale of dwelling</td>
<td>10.8 - Allows voluntary agreement between the parties for the operator to be paid a percentage of capital gains or a site premium on the sale of premises. Does not apply to any agreement already in existence at the time the new Act commences.</td>
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<td>S.100 - Breach termination notice allows minimum 14 days’ notice for vacant possession</td>
<td>11.6 - Minimum notice period for breach termination notice is 90 days.</td>
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<tr>
<td>S.98 - Rent to be no less than 14 days in arrears before serving a termination notice for unpaid rent</td>
<td>11.6 - Home owner must be 30 days in arrears before the community operator can serve a termination notice.</td>
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<tr>
<td>No provision for internal dispute resolution</td>
<td>Part 12 - Internal Community dispute resolution, including mediation provisions</td>
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<tr>
<td>No provision for complaints process to commissioner.</td>
<td>13.9 - Any person may make a complaint to the commissioner against another.</td>
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<tr>
<td>S.153 - Notices cannot be served directly into mailboxes</td>
<td>14.1 - Notices may now be served into a resident’s mailbox without having to use Australia Post.</td>
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<td>No rules of conduct – re knowledge of legislation</td>
<td>Schedule 1 - Contains rules of conduct re knowledge of legislation</td>
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Points highlighted in **red** are viewed as negatives for residents when compared to the provisions in the current Act.

Points highlighted in **green** are viewed as positives for residents when compared to the provisions in the current Act.

Points in **black** have no change for residents when compared to the provisions in the current Act.

Points in **yellow** are to be considered in our submission for either amendment or removal.