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IN-SITE Bulletin

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The Residential (Land Lease) Communities Draft Bill—the Fact and the Fiction.

"Stripping back the coats Of lies and deception" - Crowded House, '*Better Be Home Soon*'

Ever since the 6th April 2013, when the NSW State Government released the long-awaited Consultation Draft Bill, residents in New South Wales have been bombarded with massive amounts of information about how monstrously bad it is. Some parts of it are bad, we're not going to lie to you. But quite a good deal of it is a good deal better than has been made out by some. Not only has the bad been highlighted, but some parts have been willfully misinterpreted to announce evil where none exists.

This edition of In-Site will expose the lies and the hyperbole and tell you the truth about the Bill. We are going to take you on a journey of self-interest and expose the perpetrators, by moving their statements into the light and asking, why? Why the lies? Are you really trying to assist residents, or is your agenda hidden behind self-preservation and the need to show relevancy?

ARPRA has kept quiet so far, maintaining a dignified position, and not wanting to enter into a public spat with anyone. But when information is released that is so patently incorrect, we find we can no longer keep quiet. We are only interested in the truth. We don't care who is lying. We just don't want any more lies being told to residents, who are smarter than some others believe, and who have a right to make informed decisions. But you need the truth to do that.

The fiction and the facts.

In this edition of In-Site, we are going to take a look at some of the things that have been written about the Draft Bill.

Some aspects of it have rightly given cause for concern. We all know those sections—capital gains, site premiums, rent increases, the levy, and termination.

ARPRA has been contacted by a large number of our members who have individually brought to our attention certain statements made public by various people or organisations. Our members have expressed concern about the ramifications of the information on their lives, should it be correct. ARPRA's State Executive was advised of most of the following issues by more than one source. We are going to quote some of the things that have been made public and which ARPRA believes is incorrect, and we will show why. We'll give the quote, and show the error.

This is not about creating division. At least, that is not our intention. This stems from a genuine concern that ARPRA has about the quality of the information being disseminated. We don't care who wrote what, we just want to ensure our members are getting advice and information that is factual and not fanciful.

On the 29th May 2013, the CPSA published an article on their website under the *Housing* link, called "*Your residential park may get a lot more expensive."* Amongst other things, this article discusses the compensation provisions provided in relation to relocation when the site is to undergo a change of use. These provisions are outlined in Section 11.24 of the Draft Bill. The article states—

"There are also no provisions for moving costs to be paid in advance so that residents can actually afford the move. "

What the Draft actually says, at Section 11.24(2) -

"(2) **The first operator is liable:**

(a) to pay in advance the likely reasonable costs of:

(i) removing the home from the old residential site (including the costs of disconnecting any services),

(ii) transporting the home, and the possessions of its occupants, to the new residential site,

(iii) installing the home at the new residential site (including the costs of connecting to the available services),

(iv) repairing any damage to the home arising from its relocation,

(v) landscaping the new residential site so as to bring it up to the condition of the old residential site, and

(b) to pay any additional reasonable costs incurred for those purposes after the relocation is complete."

So, the Draft Bill *does* contain provisions for the relocation compensation to be paid in advance.

On the 20th May, the CPSA published PAVS' submission in response to the Draft Bill. ARPRA believes this document contains a number of factual anomalies. Some are small, but some are quite concerning. We believe that they show a disturbing lack of quality control.

On page 3, they write—

Vallhalla Village is offering prospective residents a 50% reduction on their site fees for the first 5 years of their occupation if they purchase a dwelling from the park owner (see attachment 3).

In fact, on Page 43 of the May 2013 digital edition of the NSW Seniors Magazine, the advert quite clearly references Valla Beach Village, not Valhalla. This might not seem like much to you, but it is an error that has probably caused a headache for the owner of Valhalla, not to mention the residents there who were angry at the idea of some residents paying half price.

Further, on the same page, they write

Palm Lake Resort at Fern Bay is offering homes for sale at $100,000 less than the park across the road.

Take a look at Fern Bay's website— http://www.palmlakeresort.com.au/locations/new-south-wales/fern-bay-over-50s-resort/ .

You can clearly see this park has no homes for sale at all. It is empty land. To buy in this park, you have to buy 'off the plan', and that won't be available for another 2 months at least.
The developers don't envisage the display homes being ready until October this year. ARPRA believes it is misleading to compare prices at this stage, when there is quite simply, no houses to buy.

Page 4 of the same document contains the following statement—

The Residential (Land Lease) Communities Bill 2013 includes several sections that will result in increased costs for home owners. Operators will also obtain further financial benefit (at the expense of home owners) from many of the proposed inclusions. The increased charges for home owners / benefits to operators include:

And there follows a list of points, which presumably must fit into one category or another, or they wouldn't be on the list. Logically, everything on the list must be either an increased charge for home owners, or a benefit to operators. This list is on the following page.

1. Agreement registration costs for agreements of a fixed term of three years or more;
2. Introduction of security deposits on utilities;
3. Interest earned on utility security deposits (operator benefit);
4. Introduction of sewerage availability charge;
5. Potential increases in water charges;
6. Potential increase in electricity charges;
7. Late fees on utility charges;
8. Higher site fees due to multiple site fee increases allowed under the "fixed method of increase" (see rent comparator in section 6.12 of this submission);
9. Costs for mediation for residents challenging an "increase by notice";
10. Higher site fee increases attributed to the park operator being able to include "projected costs" as a reason for increases;
11. Higher site fee increases achieved by the park operator being able to compare site fees between those increased under the "fixed method" and those increased under the "increase by notice" method;
12. The introduction of the special levy; and
13. The loss of up to 50% of the capital gain, or 10% of the sale price, on a resident's home when it is sold.

1.**Agreement registration costs**—The option of registering Agreements of more than 3 years has always been available under the current Act. These costs are fixed by the Real Property Act 1900. ARPRA believes it is misleading to imply that this is a new charge that home owners will face, or that this is a cost that residents currently do not have. It is certainly not a benefit to operators, who cannot charge a home owner more than the prescribed fee. In fact, the amount of registering an Agreement has been reduced. Currently, Residential Parks Regulation 12 states that the fee that a resident can be charged is the fee set by the Real Property Act 1900, plus $15. Under the Draft Bill, the extra $15 has been removed.
The registration fee is not retained by the park operator. It is a statutory charge, collected on behalf of the Government.
Neither the current Act nor the Draft Bill makes registration mandatory.

2. Introduction of security deposits on utilities— Clause 20 of the current Parks Regulations states—

"(1) The following fees may be required or received from a resident, but only if the residential tenancy agreement specifies that such fees are payable by the resident and specifies the amount of any such fees:

(a) reasonable visitors' fees,

(b) **security deposits or charges payable in advance, as the case may be, for the supply of any gas, electricity or telephone service by the park owner, not exceeding the amount that could have been charged if the service was supplied directly to the resident by the relevant authority."**

In ARPRA's opinion, it is misleading to call the inclusion of security deposits an 'introduction'. The implication is that this is another charge that residents cannot currently be required to pay, and that the Draft Bill is disadvantaging home owners yet again by introducing a new charge.

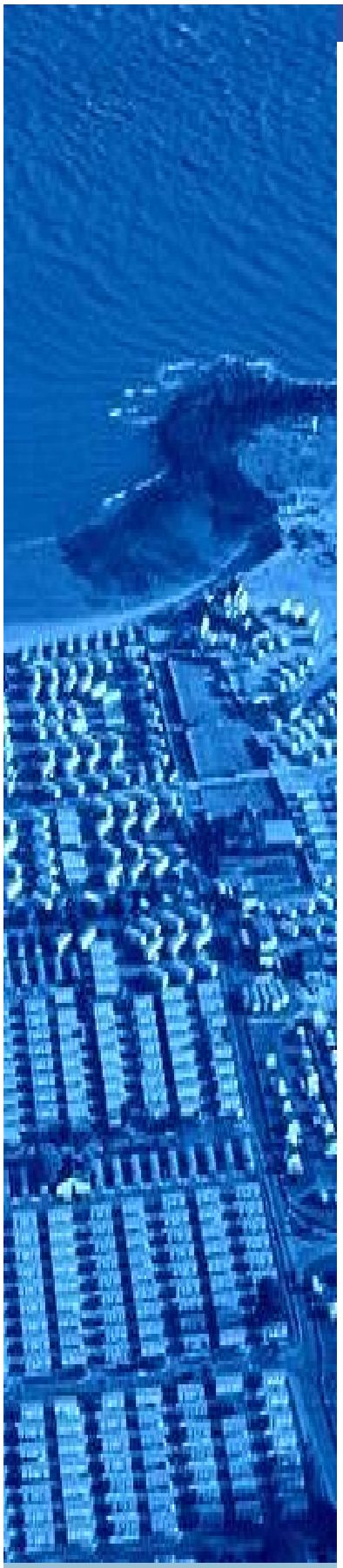
This is patently incorrect. A park owner can currently require residents to pay a security deposit, if they wish.

Further, this 'introduction' has been extrapolated to include the interest accrued on these deposits as a benefit to operators (**point 3**), as though this is something new as well. Given that park owners can currently levy security deposits if they wish, and there is currently no obligation or any legal requirement for such deposit to be lodged with Renting Services—it is not a rental bond—then any interest accrued would be available to park owners now, under the current Act, just as it would be under the Draft. The Draft is not at fault here. ARPRA believes this to be an instance of willful misinterpretation, designed to assist in casting the Draft Bill in as negative a light as possible.

8. **Higher site fees due to multiple site fee increases—** ARPRA believes that it is disingenuous to allude to higher site fees because of multiple increases allowed under the fixed method. The current Act has absolutely no restriction on the number or frequency of rent increase notices served. Fixed term agreements can be entered into now, which allow for multiple rent increases in a year.

Under continuing agreements, it is currently possible to serve 1 every week, or every day, provided each one contains the required 60 days notice. The only difference is the fixed method has only 14 days notice required.

Both systems allow for the rent to be increased every week, so there's no real difference, apart from the fact that current residents in a continuing agreement have no control over the frequency of notices received. But who is going to sign an agreement which allows for weekly, or even monthly, rent increases? If a home owner doesn't want a fixed method agreement, then they shouldn't sign it.



9. Cost of mediation— Because of the nature of the list, this point has to be either a cost to home owners, or a benefit to operators.

The Draft Bill contains absolutely nothing that indicates that the costs of mediation, if any, will be passed on to the home owners.

There is no information on how much mediation would cost, if it were charged. ARPRA believes it is misleading to imply that this cost is a 'given', when there is nothing anywhere to indicate this position.

Nobody would seriously expect that home owners would be paying their operator for the privilege of challenging a rent increase, so it cannot be an operator benefit.

On page 7 of the same document, PAVS writes—

Changing a site from long-term to short-term, including replacing the dwelling, does not require development consent. This change has potential to lead to the loss of huge numbers of permanent sites without any oversight from any level of government. It has very serious and dangerous implications for security of tenure.

ARPRA disagrees. Any amendment to an Approval to Operate requires development consent. Section 68 of the Local Government Act requires development approval to operate a caravan park or manufactured home estate. The Approval must contain the number, size and *location* of every long term and short term site. If this information is to be altered in any way, then the Approval to Operate is being altered.

The Local Government Regulations give exemptions from council approval for certain actions under the Approval to Operate. There are no exemptions available for the Approval itself.

The following notes are from the Local Government Regulations—

"Note. Section 68 of the Act prohibits a person from operating a caravan park or camping ground without the prior approval of the council. Part 1 of Chapter 7 of the Act deals generally with the granting, amendment, extension, renewal, revocation and modification of approvals. Approvals may be granted subject to conditions, including conditions prescribed by the regulations. Section 626 makes it an offence to fail to obtain an approval. Breach of any condition of an approval constitutes an offence under section 627 of the Act."

Section 68 is in Part 1 of Chapter 7 of the Act. Residents should also be aware that none of this applies to you if you live in a Manufactured Home Estate (MHE) - **it only applies to caravan parks**.

The Local Government Regulations which deal with MHEs and caravan parks only provide for short term sites in a caravan park. There are no short term sites in MHEs, and even if there were, there is no provisions in the Regulations that differentiate between long and short terms sites in MHEs. What this means is that if you lived in a manufactured home estate, and your park owner told you that your house was on a short term site, it would make no difference to you at all. Short and long-term sites are only defined for caravan parks.

Local Government Regulation 72 states—

"**72 Matters to be specified in approval**

(1) In addition to any other matters it must contain, an approval to operate a caravan park or camping ground **must** specify the following:

(a) whether the approval allows:

(i) the operation of a caravan park only, or

(ii) the operation of a camping ground only, or

(iii) the operation of both a caravan park and a camping ground,

(b) in the case of an approval that allows the operation of a caravan park:

(i) the number, size and location of long-term sites allowed by the approval, and

(ii) the number, size and location of short-term sites allowed by the approval, and

(iii) the number, size and location of dwelling sites (whether long-term or short-term) to be reserved for self-contained moveable dwellings, and

(iv) the location of any off-site parking spaces for dwelling sites,

(c) in the case of an approval that allows the operation of a camping ground:

(i) whether the camping ground is to be a primitive camping ground, and

(ii) in the case of an approval for the operation of a primitive camping ground that designates camp sites, the number, size and location of the camp sites allowed by the approval, and

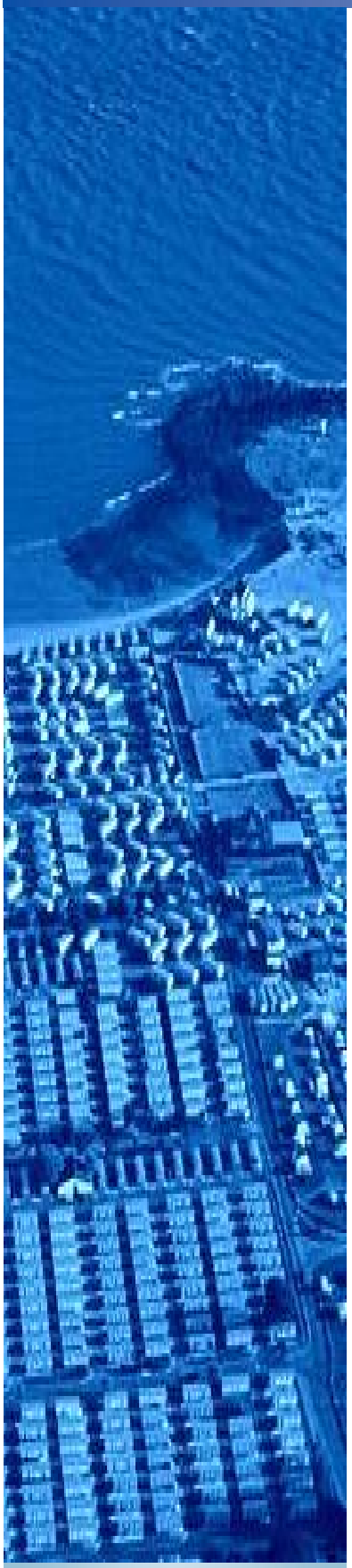
(iii) in the case of an approval for the operation of a primitive camping ground that does not designate camp sites, the maximum number of caravans, campervans and tents that are permitted to use the camping ground at any one time, and

(iv) the location of any off-site parking spaces for camp sites,

(d) the location of any flood liable land in the caravan park or camping ground.

(2) **The numbers, sizes and locations referred to in subclause (1) must be specified by reference to a community map.**

(3) The approval is to specify that, in the calculation for the purposes of subclause (1) (c) (iii) of the number of tents using a camping ground, 2 or more tents occupied by a group of not more than 12 persons camping together as a group are to be counted as only one tent.



Development Consent is required from the Council prior to the issuing of an Approval to Operate. That Approval is subject to the conditions outlined on the previous page. If a park owner wants to change those conditions, then he has to get council approval for the change.

In a similar way to how your driver's licence tells you what type of vehicle you can drive, a park owner's Approval to Operate tells him how many short and long term sites he can have, how big each site is, and where in the park each site is. Approvals to Operate also contain the Community Map.

You can no more decide to drive a semi-trailer without RTA approval, than an Operator can decide to alter what the Council has allowed. For a site to be legally altered, development consent must be granted by council. Failures in the system can occur when councils do not provide the proper oversight to the process.

Explaining this aspect of residential park or community living is very important, given some subsequent statements made concerning the termination of site agreements.

We will now turn to the "Outasite Bite #2" that has been published on this issue.

PAVS' Outasite Bite, Issue 2 is titled, ***'Park owners get (yet more) wind-falls under new Bill'.*** The very first paragraph states—

"A new proposal in the draft Residential (Land Lease) Communities Bill 2013 allows operators to issue a notice of termination to a home owner if the operator has entered into a contract for the sale of the residential park (or part of the park on which the site is located) and the contract requires vacant possession of the site.
"The Residential Parks Act 1998 does not contain such a provision."

ARPRA disagrees. The current Act defines a change of use as—
"*the residential site is to be used (whether by the park owner or some other person) for a purpose other than that of a residential site. "*

For the purposes of this discussion, we are looking at a 'change of use' as defined by the Residential Parks Act 1998 and the Draft Bill. We are not referring to the Local Government Act or its Regulations, which treats changes of use differently.

It is arguable then that the use of a site is changed if it is anything other than a residential site. This includes being used for nothing. Or 'fallow ground', as it was referred to in Bite #2. If a site is no longer being used as a residential site, then it's use has changed. Not all changes require development consent. Section 102AA of the current Act was included to cover all instances where the park owner intends to change the site's use, but development consent was not required. Certainly, development consent is not required when a park is sold to someone who intends to redevelop the land. The subsequent redevelopment would need a DA, but not the sale itself. So, what would happen now, if a developer bought a park with the intention to redevelop it? What if that developer had no desire to be a park owner, and the contract for sale required vacant possession? Section 102AA states—

102AA Consent by Tribunal to notice of termination on ground of change of use

(1) A park owner may apply to the Tribunal for consent to the issue of a notice of termination in respect of a residential site on the ground of a change of use of the land on which the residential site is situated, being a change of use for which development consent is not required under the *Environmental Planning and Assessment Act 1979*.

(2) Consent to the issue of the notice is not to be granted unless the Tribunal is satisfied that the park owner genuinely intends to use the land for a purpose other than that of a residential site.

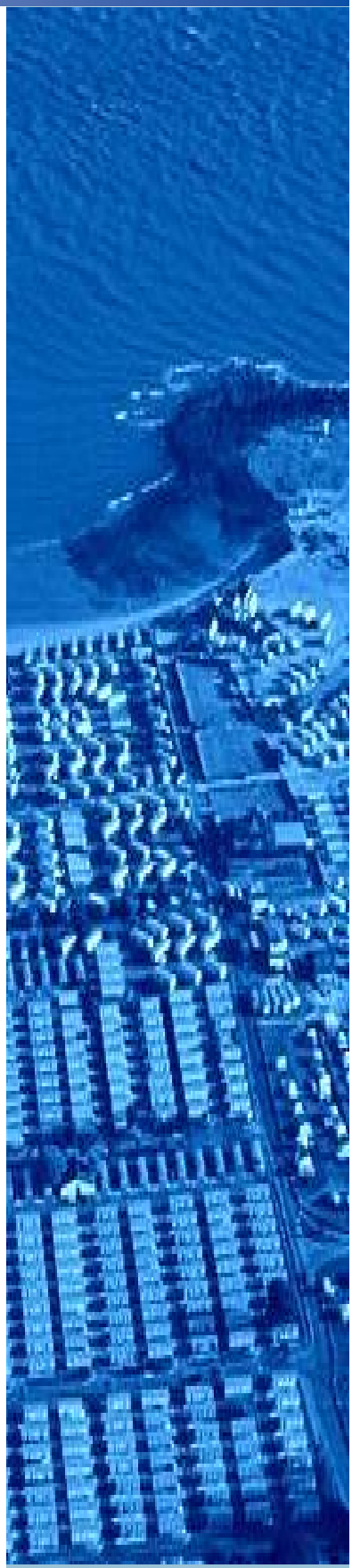
(3) Before determining an application under this section, the Tribunal:

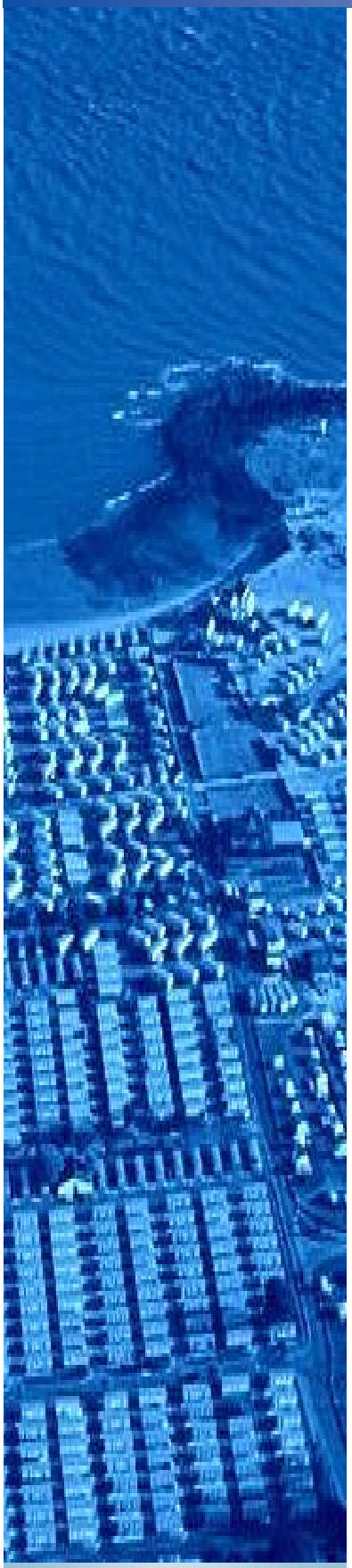
(a) must ensure that both the park owner and the residents are given a reasonable opportunity to make submissions to the Tribunal with respect to the proposed change of use, and

(b) must give proper consideration to any such submissions that are duly made.

Section 102AA contains absolutely no limitations on its application. There is nothing stopping a park owner, under the current Act, from applying to the Tribunal under section 102AA *now*, to get consent to issue Notices of Termination because his sale contract requires vacant possession. Just because it has never been done, doesn't mean it cannot be done.

The fact is, the Draft Bill has merely explicitly documented a right that park owners already have, and that is implied in Section 102AA.





Bite #2 states that the Draft Bill contains '**No Tribunal oversight for park closures',** citing the absence of Section 102AA from the Draft Bill.
Under the current Act, there is some duplication, in that the Tribunal must be involved before termination notices are served (Section 102AA) and then again if the residents haven't left and the notice is challenged. It would be at this point that the Tribunal would use its powers to determine that the reason for the closure is genuine.
Every termination notice must specify the ground under which the notice was given (Section 11.2(2)(c)). If the grounds have not been made out, for example, the operator fails to convince the Tribunal that the contract for sale really does require vacant possession, then the Notice has no effect (Section 11.2(3)).

Because Section 11.2 applies to each type of termination, the Draft Bill does contain Tribunal oversight for park closures. A home owner could also apply to the Tribunal under Section 11.5, for an order resolving a dispute about a termination notice.

Under the heading, **'Terminations on the grounds that the site is to be used as a short term site',** the Outasite Bite #2 states—
"Under the draft Residential (Land Lease) Communities Bill 2013 operators have an even easier option to terminate site agreements: they can turn some or all sites into short-term sites. "

After explaining the changes in the definition of 'residential site' between current law and the Draft Bill, PAVS continues, stating—
"In general, local Councils allow park owners to change sites from long-term to short-term without any approval process: the park owner just informs Council of the designation change."

We have already shown that such changes actually require development consent, as the park's Approval to Operate would be amended using Section 68 of the Local Government Act 1993.

ARPRA believes that what PAVS is trying to imply is that there is no local government oversight on changes from long– to short-term use, and there is no Tribunal oversight either, because of the removal of Section 102AA. So an operator merely has to declare a long-term site as a short-term site, and then issue a Notice of Termination. At which point, home owners are left high and dry, because they are now living on a site which does not support occupancy for more than 180 days in a year.

The Draft Bill contains the following definition for *Site Agreement*—

site agreement means an agreement under which **an operator grants** to another person for value **a right of occupation of a site** in a community for the purpose of allowing the other person **to use a home** owned by the other person or a third party and located on the site for use **as a residence** by an individual.

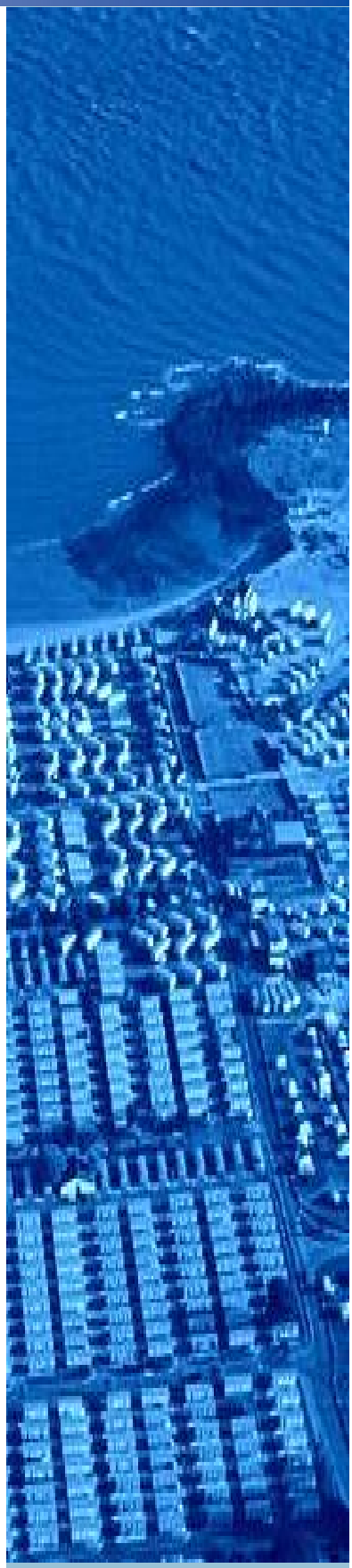
Remember, if a council inspected a site after receiving a DA to change its designation from long– to short-term, and found that site was already occupied by a permanent resident, it is extremely unlikely that they would grant the consent. Such a resident would have in place a site agreement under which his operator had already granted him the right to live there as a permanent resident, despite any change in the use at a local government level.

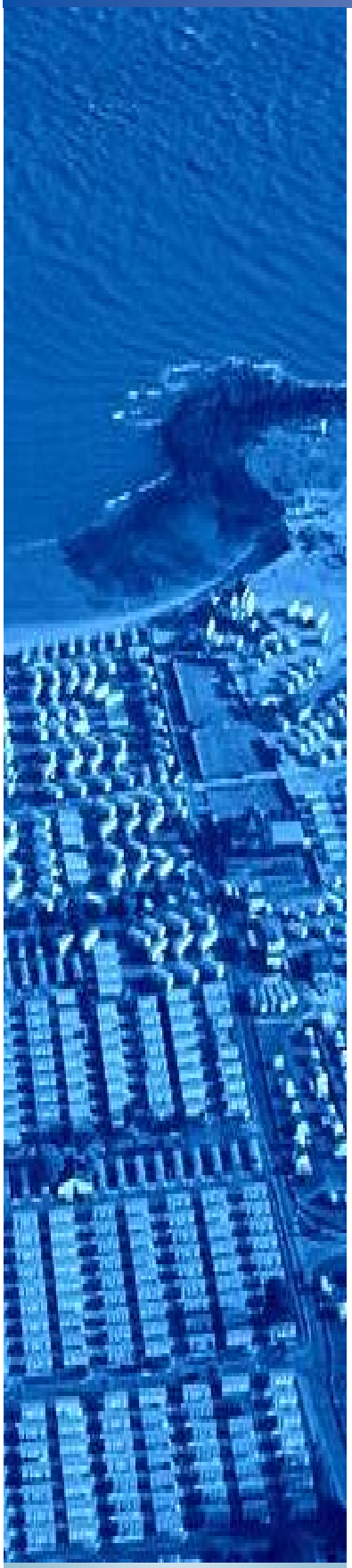
Section 2.2 of the Draft Bill states—

2.2 Application of Act to site agreements

(1) This Act applies to all site agreements, whether existing immediately before or coming into existence after the commencement of this section, unless a provision of this Act provides otherwise.
(2) Where this Act applies to a site agreement, it so applies despite the terms of the agreement or any other contract, agreement or arrangement, whether made before or after the commencement of this section.
(3) This Act applies to a site agreement until it is terminated in accordance with this Act.
(4)

So even if an operator did manage to avoid his legal obligations and change the use of a site without following the proper channels, the site agreement remains in place until it is terminated in accordance with the Act (the Draft Bill). The operator would not be able to terminate the site agreement in a manner that was not supported by the Draft Bill, an important point to remember.





In their submission response to the Draft Bill, dated 17th May 2013, PAVS wrote—

2.2 Application of Act to site agreements

PAVS welcomes the clarification and additional protection provided by subsection (3). This is one of the most important and positive reforms because it ensures that home owners or their beneficiaries retain the rights provided under the Act until such a time as the agreement is terminated in accordance with the Act. A contract formed under this Act should only be terminated under this Act.

This is an important provision because often the home is the only asset a home owner has. There has been a practice of operators effectively stripping home owners of this asset by terminating agreements through the Residential Tenancies Act 2010. This practice will no longer be possible and a home owner or their beneficiary will now be able to sell the home on site for its true value when they no longer wish to reside in it.

ARPRA agrees with this statement. Section 2.2(3) provides security of tenure to home owners in a way not provided under the current Act.

Even the Outasite Bite #2 states
'Provided that the correct notice was given, the residential site agreement can be terminated.',an admission that the termination notice must comply with the law for it to be enforceable.

But then we part ways again.

Page 3 of the Outasite Bite #2 is titled 'No Grounds Terminations'.
PAVS claims that the Draft Bill gives operators the right to 'terminate site agreements without any grounds at all.'

Section 11.20 gives the operator the right to issue a 'relocation notice' which provides a home owner with 90 days notice to relocate to another site. If the home owner agrees to relocate, then the reasonable costs of the relocation are paid for by the operator. If the home owner decides they do not want to move, then the operator has to serve a notice of termination to the home owner if they still require vacant possession.

Section 127 of the current Act states—

127 Relocation of resident

(1) Instead of issuing a notice of termination under section 101, 102, 104 or 118, the park owner under a residential site agreement may, by notice in writing, require the resident to relocate to a different residential site, whether within the same residential park or some other residential park within a reasonable distance operated by the same park owner.

(2) A notice to relocate must specify the date by which the resident must relocate, being a date not earlier than:

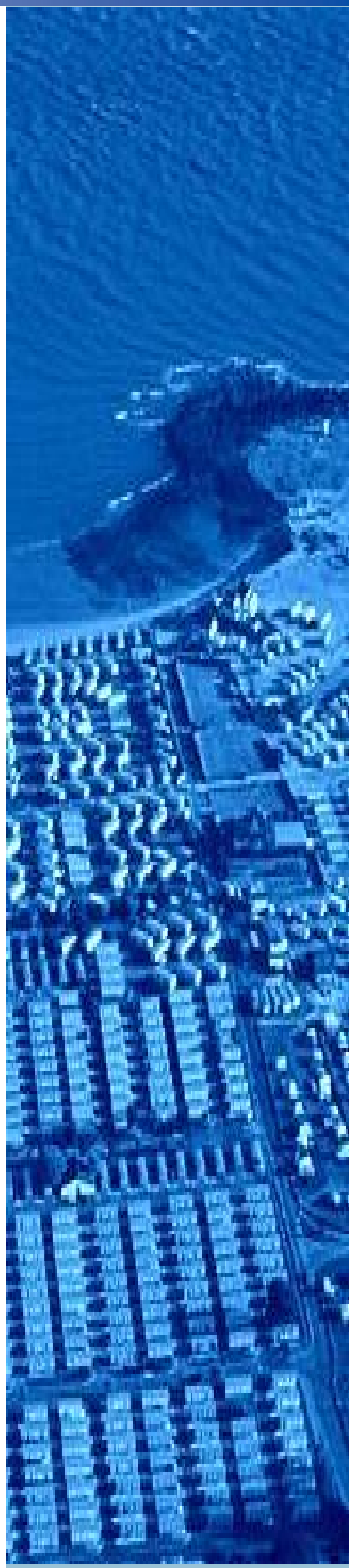
(a) 90 days after the notice is given, or

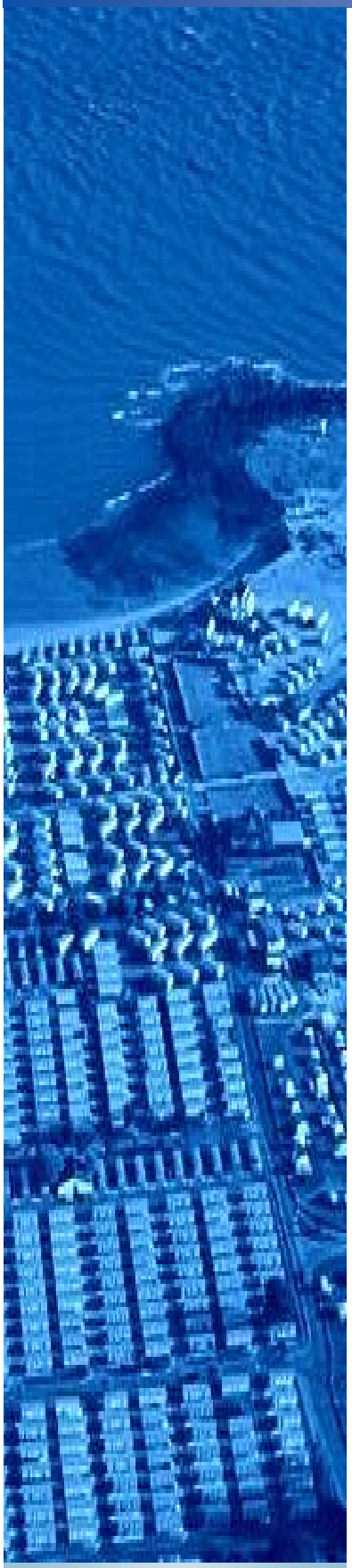
(b) in the case of a residential site agreement that creates a tenancy for a fixed term, the day following the date on which the fixed term ends, whichever is the later.

(3) A resident who relocates in accordance with the requirements of a notice under this section is entitled to be paid compensation by the park owner in accordance with section 128.

(4) The period of notice that must be given under section 101 (2) (a) or 102 (2) (a) or (4) (a) is reduced by the period of notice given under this section in the event that a notice of termination is given under section 101 or 102 as a result of the resident failing to relocate as required by the notice.

So the current Act and the Draft Bill are the same, in that both allow an operator to issue relocation notices to home owners, with 90 days' notice on it. Both state that if the home owner doesn't relocate, then the operator can issue a notice of termination. As you can see above, the current Act actually allows any subsequent notice to have its notice period reduced by the 90 days already given. The Draft Bill does not allow for such a reduction. If a 'change of use' termination notice is subsequently served, for example, it must contain the full 12 months' notice as required by Section 11.8.





OutaSite Bite #2 states—

If the home owner does not agree to move, the operator can issue a termination notice. The provisions under 11.20 do not set any limits on when such notices can be issued.

This provision is basically a no-grounds notice in disguise and is winding residents' rights back 26 years.

How is this a no-grounds notice, exactly, when by their own words a site agreement can only be terminated in accordance with the provisions of the Draft Bill, provided a correct notice has been given? How can you support Section 2.2 and applaud the 'additional protection' provided to home owners by the Draft Bill, while at the same time state that the Draft Bill 'seriously undermine(s) the oversight and powers of local Councils, the Tribunal, and security of tenure for home owners.'?

Part 11 of the Draft Bill deals with the termination of site agreements. Each Section in Division 2 lists a circumstance under which a notice of termination may be served, or an application made to the Tribunal. These are—

11.6—Termination by operator for breach of agreement
11.7— Termination by operator for repairs and upgrading
11.8— Termination by operator for closure or change of use
11.9— Termination by operator for compulsory acquisition
11.10— Termination by operator for lack of authority for use of site
11.11— Termination by operator for non-use of site
11.12— Application by operator for termination for serious misconduct
11.13—Termination notice by home owner

Nowhere in Part 11 is there provision for a community operator to issue a 'No Grounds' notice. The current Act does not provide for the 'No Grounds' termination of residential site agreements, and neither does the Draft Bill. If a home owner does not relocate in accordance with a relocation notice under the Draft Bill, then the operator must serve a termination notice which complies with one of the sections listed above, or it will not be a valid notice, and will have no effect.

In their submission response to the Draft Bill, PAVS writes—

11.20 Relocation of home owner by operator's request

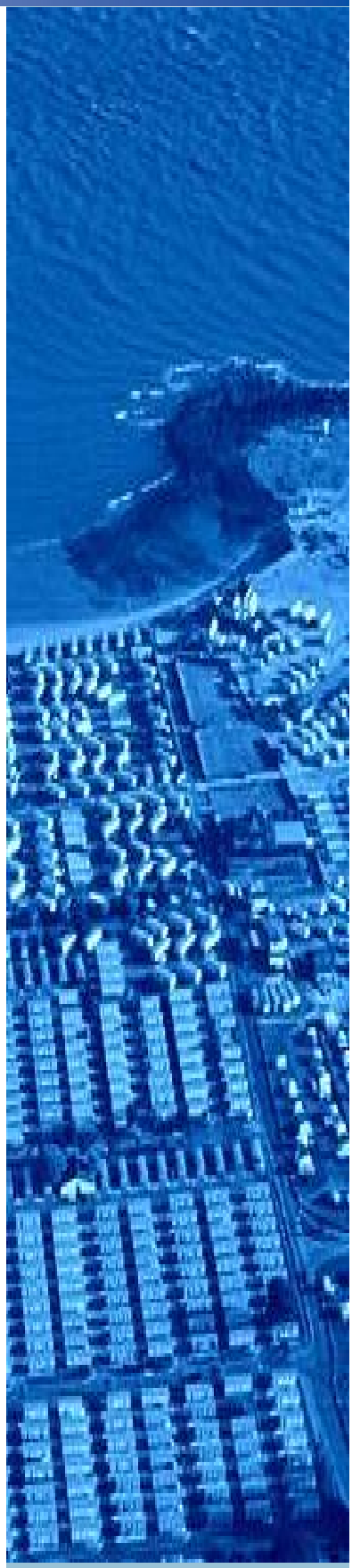
PAVS is very concerned about this section because it enables an operator to ask a home owner to move, without reason, and if refused enables the operator to issue a notice of termination. This is the same as allowing no grounds notices of termination. PAVS assumes that this is not the intention and is a drafting error.

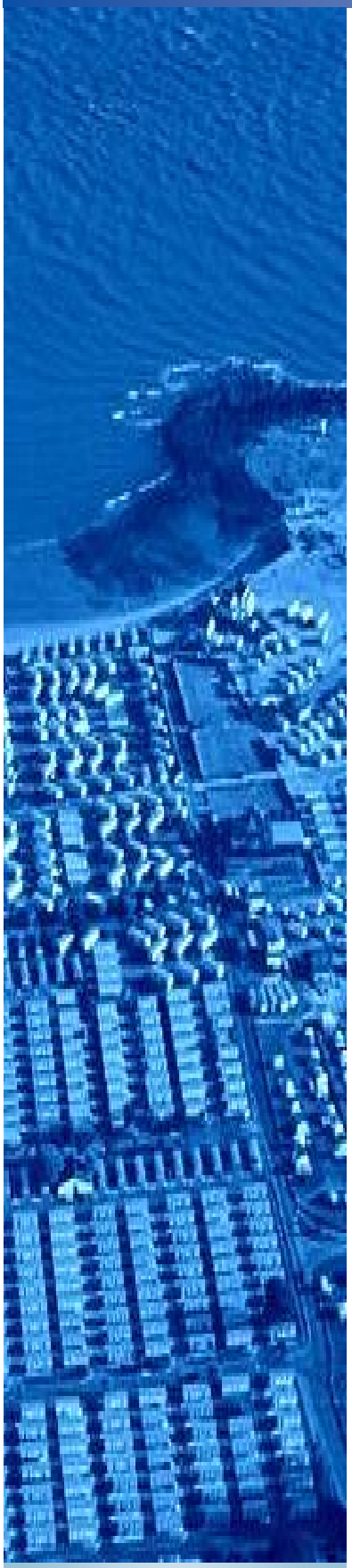
PAVS believes that 11.20 is intended to make a similar provision to section 127 of the Residential Parks Act 1998 but 11.20 fails to refer back to the other relevant provisions such as 11.8. This must be amended.

So, despite what they have written in the OutaSite Bite#2, PAVS actually believes that this is nothing more than a drafting error. But is it, really? Given that any subsequent termination notice that is served after a relocation notice must comply with one of the Sections in Division 2 of Part 11, logic dictates that any termination notice is constrained by the limitations in Division 2. Why would Section 11.20 specify Section 11.8, when the operator may wish to serve a termination notice under 11.7? Or 11.9? Or 11.10? If relocation notices are to be available to each type of termination notice, then what is the point of specifying each one?

ARPRA believes that PAVS' own words show that they know full well that there is security of tenure provided to home owners (Section 2.2), they know there is no provision in the Draft Bill for No-Grounds Notices (Part 11), they think that Section 11.20 contains a drafting error, and they admit that the government did not intend it to turn out that way.

Yet this is not how it is presented in the OutaSite Bite#2.





Finally, for Bite #2—

Even if termination notices are not issued, this provision will allow operators to move home owners' dwellings around like pawns on a chessboard. If your dwelling is near a river and the operator wants the site, you can be given a notice to move and you have to move, otherwise you could be given a termination notice.

ARPRA disagrees with this statement.

It implies that home owners have no choice but to comply with a termination notice when they receive one. Home owners under the draft Bill retain the right to challenge all termination notices in the Tribunal, the same as now. Further, Section 11.20 does not obligate a home owner to move. There is no compulsion here.

Subsections (3) and (4) talk about when the home owner 'agrees' to the relocation. Subsection (5) covers what happens if the home owner does not agree. There are options. Move, or don't move.

If a home owner doesn't agree to relocate (and why would they, if they didn't want to), the operator can serve a termination notice under subsection (5).

If that termination is challenged by the home owner, the matter must be dealt with by the Consumer, Trader and Tenancy Tribunal.

If a notice doesn't comply with the provisions of Division 2 of Part 11, then it won't be valid, and the Tribunal would rightly dismiss any application which is based on an invalid notice.

A No-Grounds notice would be an invalid notice.

And you can keep your river views.

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