

Movable dwellings

A guide for residents,
owners and managers



DEPARTMENT
OF JUSTICE

Disclaimer

Because this publication avoids the use of legal language, information about the law may have been expressed in general statements. This information should not be relied upon as a substitute for the *Residential Tenancies Act 1997* or professional legal advice.

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Movable dwellings

A guide for residents, owners and managers

Park owners must give a copy of this guide to residents before they enter into an agreement.

Telephone interpreting service

ENGLISH

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

AMHARIC

ለሃገራዊ ጥያቄ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎት (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ጥሪ ላይ) በመደወል በቪኪት ላይ ደብዳቤ ጉዳይ ጽ/ቤት በስልክ ቁጥር 1300 55 81 81 ደውሎ ለመረጃ ለቀረቢ ሠራተኛ ገር ለገዳያዎ ማጠቃለያ።

ARABIC

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BOSNIAN

Ako ne razumijete dovoljno engleski, nazovite Prevodilačku službu (TIS) na 131 450 (po cijeni lokalnog poziva) i zamolite da vas spoje sa službenikom za informacije u Consumer Affairs Victoria na 1300 55 81 81.

CHINESE

如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (祇花費一個普通電話費)，讓他們幫您接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

CROATIAN

Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje sdjelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

DARI

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخابره محلی تماس بگیرید. و بخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

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اگر برای گفت و شنود به زبان انگلیسی مشکل دارید به خدمات ترجمه کتبی و شفاهی (موسوم به تیس TIS)، شماره تلفن 131 450 (با هزینه یک تلفن محلی) زنگ بزنید و از آنها بخواهید ارتباط شما را با مأمور رسیدگی به مراجعین در اداره امور مصرف کنندگان ویکتوریا Consumer Affairs Victoria به شماره تلفن 1300 55 81 81 برقرار کنند.

GREEK

Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

INDONESIAN

Kalau Anda memiliki kesulitan dalam memahami bahasa Inggris, hubungi Layanan Penerjemah dan Interpreter (TIS) melalui nomor 131450 (untuk biaya panggilan lokal) dan mintalah untuk disambungkan ke Bagian Informasi di Consumer Affairs Victoria melalui nomor 1300 55 81 81.

ITALIAN

Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

MACEDONIAN

Ако тешко разбирате англиски, јавете се во Преведувачката служба (Translating and Interpreting Service - TIS) на 131 450 (по цена на локален повик) и побарајте да ве поврзат со Службеникот за информации (Information Officer) во Consumer Affairs Victoria на 1300 55 81 81.

SERBIAN

Ako vam je teško da razumete engleski, nazovite Službu prevodilača i tumača (Translating and Interpreting Service - TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka питања (Consumer Affairs Victoria) na 1300 55 81 81.

SOMALI

Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

SPANISH

Si usted tiene dificultades en comprender el idioma inglés, póngase en contacto con el Servicio de Traducción e Interpretación (Translating and Interpreting Service - TIS) al 131 450 (por el costo de una llamada local) y pida que le conecten con un funcionario de Información de Asuntos del Consumidor de Victoria (Consumer Affairs Victoria). Teléfono Nº 1300 55 81 81.

TURKISH

İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve sizi bir Danışma Memuru ile görüşturmelerini isteyiniz.

VIETNAMESE

Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

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About this guide

Part 4A of the *Residential Tenancies Act 1997* is the main piece of law that regulates site agreements between **residents** who own their movable dwelling but rent the underlying land and **site owners** (usually park owners) who rent out such sites.

Note: the law refers to a resident who owns their movable dwelling but rents the land it sits on as a **site tenant**.



This guide explains what residents and owners must do to follow Victoria's residential tenancy laws.

The purchase of a dwelling is a separate arrangement to the site agreement. This guide explains the rights and obligations surrounding site agreements. The purchase of a dwelling is regulated by other laws, including the Australian Consumer Law (Vic) and the *Fair Trading Act 1999* (Vic).

This guide covers instances where a dwelling is:

- fully or partially owned by a resident
- designed, built or manufactured to be transported for use as a residence (not including a typical caravan)
- the resident's main home (not a holiday home)
- in a park on a rented site (not in a park on Crown land).

The rights and duties of residents who **rent** a movable dwelling in a park are covered in *Caravan parks: A guide for residents, owners and managers*.

Copies of this guide are available from Consumer Affairs Victoria:

W consumer.vic.gov.au/renting

T 1300 55 81 81



Definitions

Resident: someone living in a park who partly or fully owns their dwelling but rents the site (land) it is on. The law describes such residents as **site tenants**. A person is not a resident if they:

- rent both the dwelling and the site
- only use the site for holidays
- are renting the site under an employment agreement
- live in a park on Crown land.

Site owner or owner: someone who owns the site where a movable dwelling is located. Where this guide refers to site owners, it is also referring to site managers and agents acting for site owners. A site owner is usually the same person as the park owner. This guide uses the general term 'owner' to cover instances where the site owner and park owner is the same person. When referring ONLY to a 'site owner' or 'park owner', these specific terms are used.

Movable dwelling or dwelling: a dwelling designed, built or manufactured to be transported from one place to another for use as a residence. In this guide, a movable dwelling does not include those that can be registered with VicRoads (such as traditional caravans).

Park: a park with sites (land) available for occupation by movable dwellings; this may be a caravan park, residential park or other type of park (not on Crown land).

Penalties

Consumer Affairs Victoria can take action against people who do not meet their legal obligations. This may include imposing a fine, taking people to court, or other action.

Privacy

There are clear laws about when a site owner can enter a site. These are discussed on page 18.

If a resident gives personal information to a site owner (such as a phone number or date of birth), the owner may be bound by privacy laws restricting this information being passed on to third parties.

Residents who think their information is being misused should contact:



Consumer Affairs Victoria

T 1300 55 81 81

or

Australian Information Commissioner

T 1300 36 39 92

W privacy.gov.au

Checklist for residents

Before signing a site agreement:

- never sign a blank form or site agreement
- make sure that all terms arranged with the owner are in the written site agreement
- check that the owner has given you a copy of the park rules
- read this guide. The owner must give you a copy before you sign a site agreement
- think about getting legal or financial advice so you understand the proposed arrangement and whether it is the right option for you
- remember that you have **20 days** to consider the agreement **before** you sign it
- make sure the owner has given you a plan of the park showing where your dwelling will be located
- check that the owner has given you information about your **cooling-off rights**; you have **five business days** to change your mind **after** you sign the agreement.

During a site agreement:

- use the site as a place to live
- use the site, park and facilities properly and ensure your visitors do the same
- do not use the site for any illegal purpose
- pay rent and other charges on time
- tell the park owner about any damage to park facilities
- make sure there are never more people living on the site than the site agreement allows for
- follow the park rules
- remember you have a right to form and take part in a residents' committee
- the owner must give you at least **seven days'** written notice of any proposed changes to the park rules and give you **14 days** to respond
- speak with the owner first before trying to fix any problem.

At the end of a site agreement:

- take your belongings with you
- take your dwelling with you if you have not arranged to sell it.

Checklist for owners

Before a site agreement starts:

- Give the resident:
 - a copy of this guide and the park rules
 - a copy of the proposed site agreement, which must be for a specified term and explain all rents, fees and charges
 - **20 days** to consider the agreement before they sign it
 - a notice explaining their **five-day cooling-off period**
 - a plan of the park showing where their dwelling will be located.

Note: Any new or renewed site agreements for dwellings located in new parks must be for a minimum of five years. A 'new' park is one that becomes registered on or after 1 September 2011.



When a site agreement starts:

- provide contact details for paying rent and requesting repairs
- pay the utilities you are responsible for.

During a site agreement:

- provide rent receipts
- let the resident use the park, site and all other facilities their agreement allows
- set reasonable hours for use of other facilities
- respect a resident's right to privacy, and peace and quiet
- keep the park clean and safe
- arrange regular garbage collection
- keep all park facilities in good repair
- make sure any repairs or renovations disturb residents as little as possible, and provide other facilities during this time
- give residents **seven days'** written notice of any proposed changes to the park rules, and give them **14 days** to respond
- try to solve problems with a resident first
- let residents take part in a residents' committee, should they wish
- allow the use of suitable communal park facilities for committee meetings.

At the end of a site agreement:

- know what to do if a resident leaves property behind (see page 29 for details).

Part 1

Beginning a site agreement



Site agreements

Site agreements, also called leases, are legal contracts.

Site agreements **must** be in writing, but a resident still has legal protection if they do not have a written agreement.

Site owners must give prospective residents a copy of the site agreement and at least **20 days** to consider it before signing it.

Any new or renewed site agreements for dwellings located in new parks (that is, parks registered on or after 1 September 2011) must be for a minimum of **five years**. All other agreements are covered under previous laws.



A site owner must give a resident a 'Cooling Off' form. This form tells the resident they have **five business days** to change their mind after signing a site agreement. To pull out of an agreement, the resident must tell the owner in writing. In such cases, the resident is allowed to get back any money they paid under the agreement, less \$100.

Important: A resident's consideration period and cooling-off rights apply **only** to the site agreement, and not to any separate agreement for the purchase of a dwelling. Residents should be fully satisfied with the site agreement before signing any purchase agreement.



An agreement should:

- include details of the rent, fees and all other charges to be paid
- include how payments are calculated, their purpose and how they may be changed or reviewed
- provide details of any commission an owner may charge for selling a dwelling.

Owners must not ask for payments that are not part of the agreement.

An agreement may include other relevant terms and conditions as long as they are lawful. These may include the length of time the resident will rent a site, and other conditions or rules. For instance, an owner may charge a reasonable one-off fee for giving a resident a key allowing vehicle access to the park.

What if a resident believes a term in an agreement is harsh or unfair?



Potential residents should carefully read and understand an agreement before they sign it, as it may be difficult to change the terms afterwards. If they have difficulty understanding an agreement, they should seek legal or other professional advice.

If a resident signs an agreement and believes it contains unfair terms, they should first speak with the owner to try to resolve the matter. If there is no resolution, the resident may:

- take the matter to the residents' committee (if one exists) for discussion or guidance
- ask Consumer Affairs Victoria to conciliate the dispute
- apply to the Victorian Civil and Administrative Tribunal (VCAT), which will hear the matter and make a ruling for the owner to amend or remove the term, or keep it as it is.

Rent in advance

Rent is the money charged for a site in a park.

A site owner cannot charge a resident more than one month's rent in advance.

The resident must continue to pay the rent when it is due. The person receiving the rent must give the resident a receipt. See page 13 for details.

Bonds and 'Condition Reports'



Unlike other tenancy situations, it is rare for a resident who owns their dwelling to be asked to pay a bond or complete a 'Condition Report'. However, if a bond is taken and/or a 'Condition Report' used, there are laws that must be followed. Consumer Affairs Victoria can provide more information:

W consumer.vic.gov.au/renting

T 1300 55 81 81

See page 21 for information on how agreements are handled at the end of a site agreement.

Contact details

Owner's contact details

Within **seven days** of a site agreement taking place, an owner (or their agent) must give a resident:

- their full name and address
- a telephone number (for urgent repairs).

If any contact details change during the period of the agreement, the owner must inform the resident in writing within **seven days**.

An agent must also advise the resident if the agent is authorised to carry out urgent repairs and, if so, the maximum amount the agent can authorise.

Resident's contact details

A resident should advise the owner immediately if their contact details change during the course of the agreement.

Utilities

Owners must pay the installation and initial connection costs to a site for electricity, gas, bottled gas or water.

If the site has separate meters, the resident must pay the supply and usage charges for electricity, gas, bottled gas, water, drainage and sewerage. If the owner pays the bill and then charges the resident, they cannot charge more than the original bill.

If the services do not have separate meters, the owner must pay for the services.

Part 2

Living in a park



Rent

Residents must pay the rent as agreed and by the due date.

In most cases, rent is paid in advance. If the first rent is not paid or is late, the resident is immediately behind.

A resident cannot stop paying rent because:

- they are waiting for repairs to be done
- they are in the last month of an agreement
- they have given notice that they intend to vacate, or have been given a 'Notice to Vacate'.

Note: It is against the law for a person to keep a resident's belongings to cover any rent owing.



If an owner stops providing a regular service to a resident, the rent must be reduced to an agreed amount. If agreement on this amount cannot be reached, either party may apply to VCAT to resolve the problem.

Receipts for rent

Residents are entitled to a receipt for rent paid.

The person who receives the rent must give the resident a:

- receipt **immediately** (if the rent is paid in person)
- receipt within **five business days** (if the rent is not paid in person but the resident requests a receipt)
- copy of the record within **five business days** (if the rent is paid and a receipt is not requested, the owner must keep a record of the payment for **12 months**).

A rent receipt must include:

- the signature of the person receiving the payment
- the resident's name
- the park's name
- the payment date
- what period the payment was for
- how much was paid
- a statement that it is a rent receipt.

Rent increases

Rent increases are generally covered in the site agreement (for instance, the date when a rent increase will occur, and the dollar amount or percentage of that increase).

For any rent increase, an owner must give a resident a 'Notice of Rent Increase to Site Tenant' and at least **60 days'** notice. The notice must tell residents about their rights and actions they may take if they think the increase is too high.

For example, if an agreement states that the rent is to increase on 1 June of each year, the owner must give the resident notice of this increase at least **60 days** before 1 June, using the form mentioned above.

A site agreement may allow only one rent increase in any six-month period.

When a resident believes the rent is too high

Residents can contact Consumer Affairs Victoria for a rental assessment if the owner has:

- given notice of an increase that the resident believes is excessive (after considering market rent), or
- reduced or stopped services or items the resident was previously getting under their agreement.

The resident must request a rental assessment report in writing within **30 days** of receiving notice of a rent increase. After the resident has received the rent assessment report from Consumer Affairs Victoria, they have **30 days** to apply to VCAT for a hearing. VCAT may set a maximum rent, which then stays in force for six months.

The importance of communication

Residents and owners need to contact each other for issues such as rent increases, damage to property and ending an agreement. Matters such as these should always be detailed in writing. Written communication should be clear, signed, and include all relevant details; all parties should keep copies. Consumer Affairs Victoria has forms available for a wide range of scenarios:

W consumer.vic.gov.au/renting

T 1300 55 81 81



Park rules

An owner may make rules relating to the use, enjoyment, control and management of the park. These rules must be provided to the resident before they enter an agreement.

Park rules may include things such as:

- noise levels
- the keeping of pets
- the use and operation of communal facilities
- car parking.

If an owner decides to change the rules, they must give residents:

- at least **seven days'** written notice before they come into effect
- **14 days** to respond in writing to the proposed changes.

The owner must reply in writing to any written responses received from residents.

Residents who believe a rule is unreasonable may apply to VCAT to hear the matter. VCAT may decide that the rule is unfair and ask the owner to amend or remove it, or find that the rule is reasonable. In this case, the rule will stay in force. An owner must ensure that the park rules are applied fairly and consistently.

Residents' committees



An owner must allow residents (if they choose) to form and take part in residents' committees. The owner must also provide use of suitable park facilities for committee meetings. A toolkit on residents' committees is available from Consumer Affairs Victoria and Housing for the Aged Action Group. The Victorian Caravan Parks Association can also provide more information. See pages 35-37 for contact details.

Repairs

Generally, all repairs for a **dwelling** are the resident's responsibility. Any problems with the **site** or **communal park facilities** are the owner's responsibility.

Residents must continue to pay rent while waiting for repairs to be done.

It is important to communicate all information regarding repairs in writing and that copies of all letters, forms and reports are kept for future reference.

Questions about repairs?



A site agreement should have information about who is responsible for repairs. Residents should read their site agreements carefully. If residents or owners have any doubt about who is responsible for repairs, they may contact Consumer Affairs Victoria for more information.

W consumer@justice.vic.gov.au

T 1300 55 81 81

The law distinguishes between **urgent** and **non-urgent repairs**, and owners and residents have different responsibilities according to each.

Urgent repairs

The following steps must be taken for an urgent repair to a site or communal park facilities:

1. The owner must respond immediately when a resident requests an urgent repair.
2. If a resident is not getting a quick response from the owner, they may authorise the repair up to \$1800.
3. The resident may then give the owner a notice seeking reimbursement for the cost.
4. An owner has **14 days** from when they get this notice to reimburse the resident.
5. If the owner does not cover the cost of the repairs, and they are going to cost more than \$1800, or if the resident cannot afford to pay for them, the resident may:
 - contact Consumer Affairs Victoria to discuss the problem, or
 - apply to VCAT to hear the matter.

Non-urgent repairs

For a non-urgent repair originating from the site or communal park facilities, the resident must write to the owner telling them what needs to be repaired and that it must be fixed within **14 days**. Residents should use Consumer Affairs Victoria's 'Notice to Owner of Caravan or Caravan Park' form.

Where the resident has requested repairs be carried out and the site owner has arranged them within **14 days**, the resident must continue to pay rent.

If the owner does not carry out the repairs within 14 days of receiving the written request, the resident can send a copy of it to Consumer Affairs Victoria with a letter asking for an inspection and a subsequent report.

If the repairs still have not been done after the resident has received the inspection report from Consumer Affairs Victoria, the resident has **60 days** from receiving the report to apply to VCAT for a repair order.

If a resident takes the matter to VCAT, they can apply for the rent to be paid into a special account while the issue is being sorted out.

Entry rights

Entry without notice

An owner (or manager or agent acting on their behalf) may only enter a **site** or **dwelling** without notice:

- if the resident agrees at the time
- in an emergency to save life or valuable property
- if VCAT has made an order stating that the resident has abandoned the site.

Entry with 24 hours' notice

The owner can enter a **site** for other reasons if they first give the resident at least **24 hours'** written notice stating the reason. This notice can be given to the resident by post or in person between 8am and 6pm.

An owner may only enter between 8am and 6pm and not on public holidays.

An owner may enter with 24 hours' notice to:

- show the site to potential new occupants if the resident has already given notice, or has been given written notice to move out
- make a general inspection, once in any six-month period
- carry out any lawful duty
- check a reasonable belief that the resident has not met their legal duties
- show people who are interested in buying the site or lending the owner money on it.

Note: If an owner has served a valid notice, the resident must let them enter the site.



What an owner cannot do

When visiting, the owner cannot:

- behave unreasonably
- stay any longer than necessary to achieve the purpose of their stay, unless the resident agrees.

If a person does the wrong thing

Residents and owners can give a 'Breach of Duty' notice to the other person if that person has not met certain duties under the Residential Tenancies Act.

Once a 'Breach of Duty' has been given, the person who received it must fix the situation. Residents and owners should contact Consumer Affairs Victoria for information about how to issue 'Breach of Duty' notices.

Part 3

Ending an agreement



Ways to end an agreement

There are four main ways for legally ending an agreement:

- All parties agree to end it.
- The tenancy right is being transferred.
- The owner gives a 'Notice to Vacate' to the resident.
- The resident gives notice to the owner of their intention to vacate.

We recommend using the official forms available from Consumer Affairs Victoria to give notice.

If a fixed-term site agreement ends and the resident wants to remain on the site, a periodic tenancy automatically arises. This means that the resident is on a monthly agreement until another one is signed; this is unless the original agreement was for less than one month, in which case the new agreement will be for that shorter period.

Agreement of all parties

The decision to end a site agreement early should be put in writing in case of a later dispute. It should include any agreed terms and conditions and the date the agreement will end.

When an owner gives a 'Notice to Vacate'

An owner must give the resident the proper amount of time to vacate – this will depend on the reason for giving the notice (see page 23 for details).

A 'Notice to Vacate' must:

- be written on a valid 'Notice to Vacate' form
- be addressed to the resident
- give a reason or state that no reason is specified
- be signed by the owner
- be given in the correct amount of time
- give the date for the resident to leave
- be sent by registered post or given in person.

Confused about a 'Notice to Vacate'?



If a resident receives a 'Notice to Vacate' and does not know what to do, they should contact Consumer Affairs Victoria:

W consumer@justice.vic.gov.au

T 1300 55 81 81

Violent situations

If a resident or visitor is being violent or putting anyone in the park in danger, the owner can use one of two official notices – a 'Notice to Leave' or a 'Notice to Vacate'.

'Notice to Leave'

If the owner wants the person to leave immediately, they can give them the official 'Notice to Leave to Resident/s of Managed Premises or Resident's Visitor' form. The notice must be given as soon as it is safe to do so.

The person must then leave the park immediately and is suspended from coming back for **two business days**.

During the suspension period, the owner may decide to apply to VCAT to evict the resident. This extends the suspension period until VCAT deals with the application. The resident has the right to attend the VCAT hearing and tell their side. It is important that residents keep in contact with the tribunal so they can be told the date and time of the hearing.

The resident can return to the site at the end of the suspension period if the owner does not apply to VCAT during this time.

The resident must pay rent for the days they are suspended, unless VCAT decides otherwise.

'Notice to Vacate'

A 'Notice to Vacate' given for reasons relating to danger can tell the resident to move out on the day it is given, or a later date.

If the resident does not vacate by the date in the notice, they cannot be forced to leave unless VCAT has made an order telling them to do so. The owner must apply to VCAT within **30 days** of the date they asked the resident to vacate.

Reasons and minimum notice periods when an owner gives a 'Notice to Vacate'

The table below shows how much notice an owner must give a resident to vacate a site.

Reason an owner can give a 'Notice to Vacate'	Minimum notice period (Allow extra time whether mailing or delivering by hand. Check page 26 to calculate the extra time correctly.)
Intentionally or recklessly causing or allowing serious damage in the park, its facilities, or a hired site	Immediately
Putting people or property in the park in danger	Immediately
Serious disruption of peaceful and quiet enjoyment of the park by occupant's visitors	Immediately
Site is being used for illegal purposes	14 days
Breach of VCAT compliance order or compensation order	14 days
Assignment or sub-letting without consent	14 days
End of fixed-term or periodic site agreement	365 days

When a mortgagee wants a resident to leave

If a park owner has put up a park or site as security for a loan, the lender may have the right to take possession if loan repayments are not kept up.

In this case, the lender (mortgagee) is allowed to give the resident a 'Notice to Vacate'.

If a mortgage over the park was given before an agreement started, the resident must be given at least **90 days'** notice, unless a longer period is set out in the mortgage agreement.

For a park mortgage given after the site agreement started, at least **365 days'** notice must be given – and where there is a fixed-term agreement, it cannot be before the end of the term.

Reasons a resident can challenge a 'Notice to Vacate'

Generally, residents can challenge a 'Notice to Vacate' if:

- they believe it was not given properly
- they do not agree with the reason given
- they believe that they could not move out without an extension of time.

Note: An owner cannot give notice if a resident is using their legal rights, or saying they will do so. If a resident is given notice for this reason, they may apply to VCAT within **60 days**.



When a resident wants to leave

Selling a dwelling and assigning the agreement

If a resident sells their dwelling, their site agreement can be assigned to the buyer, as long as the site owner provides their written consent. We recommend people use an 'Assignment of Site Tenancy Agreement' form, available from Consumer Affairs Victoria.

Note: Prospective buyers are advised to confirm that the seller has the site owner's permission to assign the site agreement before buying the dwelling.



When arranging the sale, the resident may use a sales agent. A site owner cannot ask a resident to hire a particular sales agent. If the site owner is the agent, they may only receive a commission if the terms and amount are in the site agreement.

A site owner must not:

- charge a fee for agreeing to a transfer of a site agreement
- interfere with the sale of a dwelling.

If the site owner refuses permission for the transfer and the resident believes this is unreasonable, they can apply to VCAT to hear the matter.

Notice a resident must give

A resident must give the owner a notice stating that they wish to leave. The notice must be in writing and signed by the resident (or their representative).

Residents may use Consumer Affairs Victoria's 'Notice to Landlord of Rented Premises' form to give notice.

A resident must give the owner at least **28 days'** notice that they intend to vacate the site. However, this cannot be before the end of a fixed-term agreement and there are some exceptions.

A resident may give **14 days'** notice if they:

- have been offered public housing from the Director of Housing
- must vacate the site to:
 - live in temporary crisis accommodation
 - receive special or personal care.

When leaving, a resident must pay the rent and any other charges up to the last day.

How a resident gives notice

A resident may deliver their notice by hand or through registered post.

If a resident decides to post their notice, they should use registered post so there is proof of when and where the notice was sent.



Giving notice but not leaving

If a resident gives notice but does not leave, the owner can apply to VCAT for an order for them to move out.

Calculating minimum notice periods

When giving a notice, it is important to add extra time to the minimum notice period when sending the notice by mail and when giving it in person.

The following table shows the total number of days to allow **when a notice is sent by registered post**. Extra days should be added for any public holidays that fall within the postal period.

Minimum notice period	Posted on Monday, Tuesday or Wednesday	Posted on Thursday or Friday
Immediate	3 days	5 days
7 days	11 days	13 days
14 days	18 days	20 days
30 days	34 days	36 days
60 days	64 days	66 days
90 days	94 days	96 days
6 months	6 months and 4 days	6 months and 6 days
12 months	12 months and 4 days	12 months and 6 days

The following table shows the total number of days to allow when **delivering a notice by hand**.

Minimum notice period	Number of days to allow
Immediate	–
7 days	9 days
14 days	16 days
30 days	32 days
60 days	62 days
90 days	92 days
6 months	6 months and 2 days
12 months	12 months and 2 days

Eviction

To evict a resident, an owner must apply to VCAT for a warrant of possession.

VCAT deals with applications for such warrants if:

- the notice period given by the resident, a mortgagee, or the owner has run out and the resident is still there
- the owner has given the resident a 'Notice to Leave'.

A resident has the right to attend the hearing and give evidence.

Important notice for owners:

You cannot use force, or any other method, to evict a resident. Only the police can carry out an eviction, and only when they are acting on a warrant of possession from VCAT.



If a resident has been suspended and is therefore not at the park, VCAT may not know where to send information regarding the hearing. Residents should contact VCAT to find out if the owner has applied to evict them and, if so, the time and date of the hearing.

VCAT may find that:

- it was appropriate to suspend the resident and order termination of the site agreement, or
- the suspension was not appropriate and allow the resident to resume their agreement (in such cases, the owner can be ordered to refund the rent paid for the days the resident was suspended).

Facing eviction?

If you are a resident facing eviction and you do not know what to do, contact Consumer Affairs Victoria immediately. Consumer Affairs Victoria can provide information, or direct you to other organisations that can help.

Consumer Affairs Victoria:

E consumer@justice.vic.gov.au

T 1300 55 81 81



Part 4

When a resident leaves



Final meter readings

Residents who have separate utility meters should let the providers know in advance when they will be moving out. Otherwise, they may be charged for services in the next billing period.

Goods left behind

Before leaving the site, residents should leave their contact details with the owner, in case the owner needs to contact them about any goods left behind.

If a resident leaves goods or personal documents behind, they should arrange with the owner to collect them as soon as possible. An owner cannot refuse to return belongings, even if the resident owes rent.

A resident may apply to VCAT for compensation if they suffered a loss because an owner did not comply with the law.

An owner who incurs costs for removing, storing and auctioning goods left behind may also apply to VCAT for compensation.

Goods that can be disposed of

An owner can get rid of:

- perishable foods
- dangerous goods
- goods of no monetary value.

Owners can assess whether, under the Residential Tenancies Act, the goods can be disposed of or must be stored; or, they can ask Consumer Affairs Victoria to inspect the goods and make a formal assessment.

A 'Request for Inspection of Goods Left Behind' form is available from Consumer Affairs Victoria:



W consumer.vic.gov.au/renting

T 1300 55 81 81

If VCAT declares a dwelling to be abandoned or if a possession order has been granted in relation to it, the owner may deal with the dwelling as they would any other 'stored good'.

Goods that must be stored

If a resident leaves goods behind that are not allowed to be disposed of, the owner must:

- take reasonable care of the goods
- store them for **28 days**
- take reasonable steps to notify the resident when and from where the goods can be collected
- let the resident reclaim the goods (after the resident has paid back any reasonable costs the owner incurred in storing them).

Personal documents

These are documents that it would be reasonable to expect a person to keep. Examples include:

- marriage and divorce certificates
- educational certificates
- birth certificates
- passports
- medical records
- computer hard-drives
- contents of USB memory sticks
- CDs and DVDs
- contents of still and movie cameras
- contents of electronic data storage devices
- photographs
- personal memorabilia.

When personal documents are left behind the owner must:

- take reasonable care of them for at least **90 days**
- let the resident reclaim the documents after paying back any money the owner had to spend to store them.

If an owner complies with the law and the resident does not claim the documents, the owner can dispose of them (although there may be some restrictions on the disposal of documents such as passports – contact Consumer Affairs Victoria for more information). The owner can then apply to VCAT to be compensated for the cost of looking after and removing the documents.

An owner may face penalties for not letting a resident reclaim goods or personal documents if the resident was willing to pay a reasonable amount to cover those costs.



Part 5

Solving problems



What to do if there is a problem

Ideally, residents and owners should solve any problems by coming to an agreement. This should be in writing and signed by all relevant parties.

If the park has a residents' committee, the committee may also be able to help solve a problem.

If a party wants to enforce their legal rights, they usually have to give a formal notice explaining the issue to the other person. The relevant notices are available from Consumer Affairs Victoria.

A notice must state what the resident or owner wants done and by when it must be done. The amount of time to comply with the notice varies and depends on the type of problem.

Consumer Affairs Victoria

If a problem cannot be solved individually between a resident and an owner, the parties may contact Consumer Affairs Victoria.

Consumer Affairs Victoria can give advice on a range of issues including:

- site agreements
- repairs and maintenance

- rent increases
- rights and obligations of owners and residents
- notice periods
- goods left behind.

Urgent issues may be dealt with by Consumer Affairs Victoria's Dispute Resolution and Reduction team.



Consumer Affairs Victoria can attempt to conciliate a dispute, but cannot force somebody to resolve an issue. The conciliation service is free.

Dispute Settlement Centre of Victoria

The Dispute Settlement Centre of Victoria (DSCV) can help resolve a wide range of issues without the parties involved having to go to court. The service is free.

The DSCV also provides information and training in resolving disputes.

DSCV's contact details are on page 37.

Organisations such as the Tenants Union of Victoria (TUV), Housing for the Aged Action Group (HAAG) and Peninsula Community Legal Centre (PCLC) can also help residents who are in a dispute. See the 'Useful contacts' section on pages 35-37 for details.

Victorian Civil and Administrative Tribunal

The Victorian Civil and Administrative Tribunal (VCAT) is usually less formal than a court. It hears a range of disputes, including those between owners and residents. A person does not need legal representation to appear at VCAT.

Application forms are available from VCAT. When VCAT receives an application, it will advise the relevant parties of the date, time and place of the hearing. Hearings take place in the city, suburbs and country Victoria.

Usually, the only cost involved in the hearing is the application fee. This fee may be waived in rare cases, depending on set criteria regarding an applicant's income and social security status. Contact VCAT for more information.

It is important to be prepared for a hearing. The VCAT member will hear and consider all the evidence presented from both sides. This might include listening to evidence from witnesses or looking at photographs and other documents brought to the hearing.

VCAT's decisions are usually made on the day of the hearing and must be obeyed by both parties. An order to enforce a monetary order must be made with the Magistrates' Court.

VCAT will also consider urgent hearings in cases of extreme hardship. To request one, an applicant must provide a letter outlining the reasons why the matter is urgent when they lodge the application.

Interpreters at VCAT

VCAT can provide interpreters for parties directly involved in a dispute. If an owner or resident needs an interpreter, VCAT must be told at the time of the application. VCAT will then arrange for an interpreter free of charge. Friends or relatives are generally not allowed to interpret.

VCAT's contact details are on page 35.

Useful contacts

Victorian Civil and Administrative Tribunal (VCAT)

VCAT operates like a court but is not as formal, and deals with a wide range of issues, including disputes arising from the Residential Tenancies Act.

E vcat@vcat.vic.gov.au

W vcat.vic.gov.au

T (03) 9628 9800

T 1800 13 30 55
(country callers, freecall)

F (03) 9628 9822

P GPO Box 5408,
Melbourne, Victoria 3001

Tenants Union of Victoria (TUV)

The TUV provides information, advice and advocacy services for Victorian tenants and residents.

A 55 Johnston Street,
Fitzroy, Victoria 3065

W tuv.org.au

T (03) 9416 2577

F (03) 9416 0513

P PO Box 234,
Fitzroy, Victoria 3065

Victorian Caravan Parks Association

The Victorian Caravan Parks Association can provide information to park owners and managers about issues affecting caravan parks.

A 64 Harcourt Street,
North Melbourne,
Victoria 3051

E admin@vicparks.com.au

W vicparks.com.au

T (03) 9328 3280

Local Government Victoria (LGV)

LGV regulates laws about the location and standards of parks and the construction of movable dwellings.

A 55 Collins Street,
Melbourne, Victoria 3000

E local.government@dpcd.vic.gov.au

W dpcd.vic.gov.au/localgovernment

T (03) 9651 7026

P GPO Box 2392,
Melbourne, Victoria 3001

Housing for the Aged Action Group (HAAG)

HAAG provides free and confidential information to older renters who are having difficulties such as keeping up with their rent or problems with their agreements. HAAG also provides support and advocacy services.

- A** 2nd Floor Ross House,
247-251 Flinders Lane,
Melbourne, Victoria 3000
- E** haag@oldertenants.org.au
- W** www.oldertenants.org.au
- T** (03) 9654 7389
- T** 1800 637 389
(country callers)
- F** (03) 9654 3407

Peninsula Community Legal Centre (PCLC)

PCLC's services include information for park residents, as well as negotiations and representation at VCAT. The service caters for residents in Melbourne's south and south-eastern suburbs.

- A** Suite 1-4, 431
Nepean Highway,
Frankston, Victoria 3199
- E** pclc@pclc.org.au
- W** pclc.org.au
- T** (03) 9783 3600
- F** (03) 9770 5200

Dispute Settlement Centre of Victoria (DSCV)

The DSCV can help resolve a wide range of issues, without the parties having to resort to legal action.

The service is free.

A 4/456 Lonsdale Street,
Melbourne, Victoria 3000

E dscv@justice.vic.gov.au

W disputes.vic.gov.au

T (03) 9603 8370

T 1800 658 528
(country callers, freecall)

Victorian Equal Opportunity and Human Rights Commission

The Victorian Equal Opportunity and Human Rights Commission (VEOHRC) provides information about equal opportunity rights and responsibilities and helps people resolve complaints of discrimination or harassment through its free conciliation service.

A Level 3, 204 Lygon Street,
Carlton, Victoria 3053

E information@veohrc.vic.gov.au or
complaints@veohrc.vic.gov.au

W humanrightscommission.vic.gov.au

T 1300 891 848

F 1300 891 858

TTY 1300 289 621



consumer.vic.gov.au



consumer@justice.vic.gov.au



1300 55 81 81

Victorian Consumer & Business Centre
113 Exhibition Street
Melbourne 3000

Services from Consumer Affairs Victoria are available in Ballarat, Bendigo, Berwick, Box Hill, Broadmeadows, Geelong, Mildura, Morwell, Wangaratta and Warrnambool. Our mobile service regularly visits rural communities. Call 1300 55 81 81 or visit consumer.vic.gov.au for more information.

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TIS Telephone Interpreting Service 131 450

TTY Textphone or modem users only, ring the NRS on 133 677, then quote 1300 55 81 81

Callers who use Speech to Speech Relay dial 1300 555 727, then quote 1300 55 81 81



Additional copies

This guide is available from Consumer Affairs Victoria,
consumer.vic.gov.au or 1300 55 81 81.

To order more than five copies fax a request to
03 8684 6333 or write to: Consumer Affairs Victoria
GPO Box 123 Melbourne Victoria 3001.