



# Review of the Residential Parks Act 2007

## Discussion Paper



# Foreword

Residential parks in South Australia provide affordable housing options and offer an attractive lifestyle for older citizens. While there is no regulated minimum age for residential parks, they are generally popular for people over fifty years of age. Unlike retirement or lifestyle villages, residents of residential parks can own their home and lease the land from the park owner who often provides various recreational facilities and manages the maintenance of the communal spaces. However, the right to reside at the park is controlled by the park owner and should they wish to change the purpose of their land, the residents must leave the site and make appropriate arrangements to move their dwelling. This can cause significant financial loss and may have substantial social impacts on the community as older residents may be forced to leave their community and family support networks.

It is important that prospective residents in residential parks are provided with the full range of information to inform their purchase. There may be a need for increased regulation around advertisements of residential parks to ensure potential purchasers are well informed. In many advertisements today, the lack of land ownership and the requirement for ongoing lease payments and other fees is unclear. In some cases, existing residents are not provided full disclosure at the time of purchase and only years later come to understand the consequences of their decision.

As residents in residential parks generally have the intention to reside in the park on a long-term basis and most homes cannot easily be removed, it is vital that residents have security of tenure. It is often the case that park owners, to ensure the park remains viable, lease the land to residents on very short-term leases. The lack of long-term security for older residents can cause uncertainty.

While it is important for residential parks to remain viable for owners, it can leave residents vulnerable to redevelopments, leaving many older residents with the added fear that their lease may be terminated at any time.

The purpose of this paper is to highlight issues with the current Residential Parks Act and discuss the adverse impacts of current arrangements on residents and prospective residents. The paper also emphasises the importance of maintaining a fair balance between ensuring the parks are profitable for park owners and providing security of tenure for residents.

# Our Vision

Residential parks in South Australia provide affordable housing options for the community. As these parks provide a strong sense of community for older citizens at an affordable price it is important that any regulation provides a strong platform to support the growth of these parks.

This objective must be balanced with the need to ensure the parks remain a viable business for park owners to mitigate the risk of park owners utilising their land for other purposes.

In order to understand why change is necessary, we must explore the current state of residential parks in South Australia. By doing so, we can identify necessary developments that can be made to improve disclosure, develop safeguards for residents and ensure residential parks remain an important part of the housing mix in South Australia. These will be the key themes through this discussion paper:

## **Disclosure**

Ensuring all prospective and existing residents are kept well informed prior to purchasing and during their tenure.

## **Safeguards**

Understanding that many residents in residential parks have made a significant financial investment in their home, therefore they should be readily protected throughout their current tenure and beyond.

## **Thriving Residential Parks**

We want thriving residential parks that are a viable investment option as residential parks continue to form an important part in the provision of affordable housing in South Australia.

# What Happens Next?

The South Australian Government is seeking the views and ideas of the community in relation to minimising the impacts on residents of residential parks whilst also ensuring residential parks remain viable for park owners.

Residential parks in South Australia are a fundamental form of housing and the need to balance the rights of residents and the needs of park owners must be considered in any future legislative amendments.

The South Australian Government will consider all submissions received and your responses will contribute to assisting the Government in developing the necessary changes and improvements.

Feedback on this discussion paper can be provided by email to [CBSReforms@sa.gov.au](mailto:CBSReforms@sa.gov.au) or by post to  
Consumer and Business Services,  
GPO Box 1719, ADELAIDE SA 5001.

For queries about this discussion paper call our Customer Service Centre on 131 882.

Submissions close 5pm Friday 8 April 2016.

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# The Act

The current Residential Parks Act was introduced in 2007. The Act provides two definitions of a residential park that are regulated by the Act:

*a complex of sites of dwellings in respect of which rights of occupancy are conferred under various residential park tenancy agreements, together with common area bathroom, toilet and laundry facilities and other common areas;*

*a complex of sites in respect of which rights of occupancy are conferred under various residential park site agreements, together with common areas (which may, but need not, include bathroom, toilet and laundry facilities).*

These definitions cover both short-term tourist parks where park owners allow people to stay onsite in their own form of accommodation (tents, caravans, motor homes) for short-term stays and also covers residential park where residents lease the site from the park owner and then establish their dwellings. These residents generally have the intention to reside in the park on a long-term stay.

Further to this, the Act defines two separate lease agreements that a prospective resident or tenant can enter:

## **Residential Park Site Agreement:**

*an agreement under which a park owner grants another person, for valuable consideration, a right (which may, but need not, be an exclusive right) to occupy a site in the residential park, and to install or locate a dwelling on the site, for residential purposes*

These agreements cover both short-term stays in a caravan and long-term established dwellings that are developed on site.

## **Residential Park Tenancy Agreement:**

*(a) an agreement under which a park owner grants another person, for valuable consideration, a right (which may, but need not, be an exclusive right) to occupy a site in the residential park, and a dwelling made available on the site by the park owner, for residential purposes; or*

*(b) an agreement (a sub-tenancy agreement) under which a resident grants another person, for valuable consideration, a right (which may, but need not, be an exclusive right) to occupy the site in respect of which the resident has a right of occupancy, and the dwelling on the site (whether a dwelling made available by the park owner or installed or located on the site by the resident), for residential purposes;*

These agreements cover short-term stays in a cabin onsite and long-term rental agreements in needing more established dwellings. It is these contrasting circumstances that need the Act to be further developed and improved.

The table below outlines the key differences between parks regulated by the Residential Parks Act:

Short-Term Holiday Park	Hybrid	Long-Term Residential
<ul style="list-style-type: none"> <li>• Short-stay vacations</li> <li>• Portable accommodation (caravan, tents)</li> <li>• Park owner provides rental accommodation – generally for short term stays)</li> <li>• Site established by park owner</li> <li>• Site generally just vacant space</li> <li>• Communal facilities (recreational, bathrooms / shower, kitchen)</li> </ul>	<ul style="list-style-type: none"> <li>• Offers both short-term options and longer term residential options</li> <li>• Some long-term residents own dwelling</li> <li>• Sites for longer term residents are sometimes established (gardens etc. by residents)</li> <li>• Dwelling is relatively moveable</li> <li>• Some communal facilities, generally recreation</li> </ul>	<ul style="list-style-type: none"> <li>• Residents intend long-term stays</li> <li>• High level investment into residents own dwelling</li> <li>• Dwelling established on land (in some cases built on slabs), connected to numerous utilities</li> <li>• Some dwellings cannot be relocated</li> <li>• Very high cost for moving portable dwellings</li> <li>• Park owners can rent dwellings to a tenant for long-term stays</li> <li>• Communal facilities (recreational)</li> <li>• Community environment</li> </ul>



The vast differences outlined above indicate that a review of the Residential Parks Act and a discussion with the community to improve the Act is necessary. The differences in the administration of the parks and the significant financial investment by both park owners and long term residents highlight the need for effective and efficient legislation.

## Residents and Tenants

The current Act refers to residents as those who either rent land and a dwelling from a park owner and those who only lease land and own their own dwelling.

Throughout this paper reference is made to *residents* and *tenants* as outlined below to easily differentiate the two:

### **Residents**

Persons who occupy their own home and have only entered into a lease agreement for the land on which their home is situated.

### **Tenant**

Persons who have entered into an agreement and lease both land and dwelling from the park owner (or third party).

It should be considered whether amendments to the Act should be made to differentiate between those persons residing in residential parks as residents or tenants.



# Background

## What is a residential park?

Residential parks provide an affordable housing option for people on limited incomes and who are generally retired. At present, as there is no requirement to register a residential park, precise numbers are not known. However, there are believed to be many that exist throughout South Australia, both in regional and metropolitan areas.

The key element of a residential park is that the resident does not own the land on which they live and enters into a lease agreement with the owner of the park. In some circumstances, the resident may lease both the dwelling and land from the park owner. These lease agreements can be quite varied, and range from monthly lease agreements to long-term agreements (in excess of 10 and 15 years).

In addition to varying lease lengths, the type of homes in residential parks are quite diverse, ranging from caravans to manufactured multi-roomed portable homes and even fixed permanent homes. Most homes in residential parks are perceived to be transportable; in reality, it can often prove somewhat difficult, if not impossible, to relocate them.

Due to the significant cost and the sheer logistical difficulty of relocation, many residents have the intention to remain at the residential park permanently. This situation is not adequately catered for in the current legislation and needs to be addressed.

Residential parks often provide a safe and secure environment and include recreational facilities for residents. While there is no regulation, most residential parks only offer leases to prospective residents over the age of 50. While the residential park is not considered a retirement village, it often provides a similar community feel and environment.

While the parks offer affordable housing options for residents, there is a growing sense that parks in the current form are becoming less viable for park owners. A recent study in other jurisdictions has discovered that due to increasing land value and operating costs, coupled with a high demand for budget tourist accommodation, park owners are now less reliant on long-term rental income and continue to consider substantial redevelopments, leaving residents with no option but to relocate.

## Policy Challenges

The challenge when considering amendments to the legislation is to ensure prospective residents make well-informed purchases and that existing residents have security of tenure, whilst ensuring the parks are viable enough to encourage their growth and provision of affordable living options.

This issue is one of competing interests. It is important to balance the interests of residents in residential parks, who quite often have made significant financial investments, and protect the rights of park owners who have chosen to develop and utilise their land as a residential park.

Park owners are within their rights to change the purpose of their land. Should residential parks become too heavily regulated, park owners may seek to use their land for other purposes. Increased or unnecessary regulation may also discourage expansion of existing parks or the creation of new parks in the future.

If the parks do not continue to provide long-term stay options there are likely to be adverse effects on residents, both financially and socially. Residents who have invested significantly into their homes will be forced to pay high relocation costs and will be forced to move away from their family and community support networks.

Balancing these two aspects of residential parks must always be considered throughout these discussions. Residential parks are an important asset to our community and play an important role in providing affordable housing options to older citizens in metropolitan and regional South Australia.

# Advertising and Disclosure

Many residents place careful consideration into their decision to purchase a home and lease land in a residential park. As they place significant financial investment into properties, there is a need for transparency in advertising properties for sale in parks.

There are risks involved when entering into a lease at a residential park and it is important that prospective residents are able to make informed decisions.

As there are a number of different options for prospective residents, it is vital that advertisements are clear concerning the arrangements. It should be considered whether advertisements and real estate agents need to be bound by a set of regulations specific to advertising these properties.

## Case Study

Donald and Marilyn, recently retired and looking to sell their family home, decided to move to a village with a safe and secure lifestyle. Donald is unable to make the financial investment into a retirement village and looks at his other options. An advertisement in the local paper catches his attention. For only \$140,000 Donald and Marilyn can invest in a home in a “Residential Park”.

Donald begins to get his finances together and arranges the sale of his family home. It isn't until Donald is close to signing the papers that he is finally made aware that the purchase is only for the home and that he would then be required to lease the land in the park on a month by month basis.

To ensure Donald knows all the relevant information before he makes his final decision, should there be minimum requirements that park owners/vendors must display in advertisements?

Once a decision has been made to invest in a residential park, in either an existing dwelling or a new dwelling to be constructed or moved onsite, there is a need to ensure residents are provided with sufficient information prior to signing their agreements.

Currently the Act requires a park owner to provide the following documentation at or before a resident enters into a residential park agreement:

- A copy of the imposed park rules
- A written notice outlining
  - Any charges payable by residents, and
  - Any services provided to the residents by the park owners on a fee-for-service basis
- A written notice disclosing the park owners name, address, business details and any contact details for persons undertaking emergency repairs
- Details regarding any form of payment (other than a bond) to which the resident is entitled after ceasing to occupy the rented property
- Information regarding the resident's rights to sell or relocate a dwelling after the expiration of a lease
- All other information required by the regulations under the Residential Parks Act 2007
- An information notice in a form approved by the Commissioner

Should a park owner fail to meet the above obligation they may face a maximum penalty of \$750. In some cases, a resident moving to a residential park with the intention to establish their dwelling for a long-term stay can make a financial investment exceeding hundreds of thousands of dollars. It should be considered if a \$750 penalty for park owners is a sufficient deterrent if they are deemed to have not disclosed all necessary information to the prospective residents.

When a tenant enters into an agreement to rent a property, the park owner must provide manufacturers' manuals, written or oral instructions about the operation of appliances and devices provided for use in the rented property.

### Case Study

Gavin has recently moved to a residential park and assumed that as his home was connected to utilities, he would receive his electricity bills each quarter, as standard practice in the general community. It didn't take long for Gavin to realise that his electricity use was measured each fortnight and he was not only asked to pay his bill fortnightly but was forced to pay \$10 each fortnight for a park owner to read his electricity meter. Over the three years Gavin has been living in the park he has paid in excess of \$700 for meter readings.

Should Gavin be required to pay this fortnightly fee and should this be made clear to him prior to purchasing in a residential park?

### Case Study

Jim would like to install solar panels on his home to take advantage of the solar rebate incentive scheme and help off-set his energy bill. Firstly he needs permission from the park owner to install the panels but he should also be aware that any credits from the rebate scheme may go to the park owner as the energy account holder. Should Jim have been advised prior to entering into a site agreement that he cannot alter the outside of his own home without the park owner's written consent?

Should the park owner be obliged to tell Jim that any rebate earned from his solar panels would be credited to the park owner?

Understanding that the ultimate responsibility lies with the new resident, it is still important that prospective residents are provided with enough information to make an informed decision. Any stakeholders involved in residential parks, including but not limited to government regulators, real estate agents and park owners should be required to educate prospective residents before a significant financial investment is made.

# Protection

## Tenure Security / Giving Residents Peace of Mind

The need to protect the rights of residents occupying their own home in a residential park is paramount, particularly for those homeowners who face great costs to relocate their home should their lease be terminated.

Under current legislation, when a site agreement comes to an end, homeowners can incur significant relocation costs to relocate. Even if a park changes its purpose during a fixed term agreement, the amount of compensation provided (if any) may not be enough to cover all costs. Money spent on improving the property, together with sentimental value, may not be considered.

### Case Study

Dawn has spent the last decade living in a residential park and has over time made significant investments into improving her home and garden. Dawn has recently spent some of her life-savings re-carpeting her house and making her yard a fun environment for her grandchildren. The security of a long-term lease at her residential park has given her peace of mind.

As Dawn is not the only resident to make a significant financial investment, should there be more long-term options for other residents in residential parks?

The issue of security of tenure is equally important to park owners and residents. Should legislation regarding tenure be too heavily focused on the rights of residents, park owners may be adversely affected financially and may consider changing the purpose of their land forcing residents to relocate.

Under current legislation there are no minimum periods for lease agreements. This could see some residents forced to sign fortnightly or monthly lease agreements. While this arrangement may suit those in re-locatable dwellings such as caravans or trailers, long-term residents in parks have established their dwellings as a more permanent style of home and the stress of living month-by-month can prove too great.

### Case Study

After Edward and Jennifer's five-year lease ceased, their residential park refused to offer them another long-term lease and instead moved them to a month-by-month lease agreement. Edward and Jennifer have seen their residential park grow over the last five years and as the park has been developed, there does not seem to be room to bring in a removal truck to shift their semi-portable home. This leaves Edward and Jennifer in a situation where they may be forced to spend a large amount of their savings to relocate elsewhere.

Should there have been a minimum period for a new lease agreement for Edward and Jennifer seeing they had spent five years establishing their property on site?

There is a need to differentiate between short-term and long-term stay dwellings. It is more likely that those in permanent style dwellings have made more of an investment into their home and should be granted a longer-term lease agreement.

If changes are made to provide for long-term agreements, the way in which rent increases are structured also needs to be considered, to ensure that our parks remain viable.

## Lease Termination, Notification and Compensation

As many residents enter into residential parks with the assumption they will reside there for their lifetime, in most cases lease agreements do not accommodate this expectation. The desire to provide long-term leases for residents can directly conflict with the right of park owners to utilise their land as they see fit. The need to balance these two objectives is pivotal to this discussion.

Clear provisions for compensation in the Act may provide stronger security of tenure for residents; however, the rights of park owners also need to be maintained.

## Residential Park Tenancy Agreement Termination

Under the current legislation the lease agreement for a land and dwelling may be terminated in the following circumstances:

### Termination by Park Owners

- Breach of agreement (including failure to pay rent) - (minimum 14 days notification to resident)
- Serious misconduct by a resident causing the following (immediate termination):
  - o Serious injury to park owner or a person in the residential park
  - o Serious damage to property
  - o Interference with the peace and comfort of another resident
- End of fixed term agreement with no grounds (minimum 28 days' notice)
- Termination where periodic tenancy

This is a summary of the terms under the current regulation. For a more comprehensive view, please see the Residential Parks Act 2007 Part 9 section 56 - 62.

### Termination by Residents

- Breach of agreement by park owner
- No grounds (minimum 14 days' notice) only if periodic tenancy
- End of a fixed term agreement (minimum 28 days' notice)

This is a summary of the terms under the current regulation. For a more comprehensive view, please see the Residential Parks Act 2007 Part 9 section 63 - 67.

## Residential Park Site Agreement Termination

Under the current regulation a land-only lease may be terminated in the following circumstances:

### Termination by Park Owners

- Breach of agreement (including failure to pay rent) - (minimum 28 days notification to remedy breach)
- Serious misconduct by a resident causing the following (immediate termination):
  - o Serious injury to park owner or a person in the residential park
  - o Serious damage to property
  - o Interference with the peace and comfort of another resident
- End of periodic agreement with no specified grounds (minimum 90 days notification)
- End of fixed term agreement with no grounds (minimum 28 days' notice)
- Termination where agreement frustrated

This is a summary of the terms under the current regulation. For a more comprehensive view, please see the Residential Parks Act 2007 Part 9 section 68 – 73.

### Termination by Residents

- Breach of agreement by park owner
- End of periodic agreement with no specified grounds (minimum 28 days notification or a single period of tenancy (whichever is longer))
- End of a fixed term agreement (minimum 28 days' notice)
- Termination where agreement frustrated

This is a summary of the terms under the current regulation. For a more comprehensive view, please see the Residential Parks Act 2007 Part 9 section 74 – 78.

### Compensation

In certain limited circumstances a resident or park owner can apply to the South Australian Civil and Administrative Tribunal (SACAT) to seek compensation for a breach of the Act or an agreement.

Residents or tenants may be liable to pay compensation to the park owner for damage caused to property (or for breaching a residential park agreement i.e. not when terminating within their rights)

Park owners may be liable to pay compensation to residents or tenants in the event of a breach of contract. Should a park owner cease a site agreement where the resident's dwelling is a caravan, the cost of relocation would be relatively minimal. However, in many circumstances those under a residential park site agreement have established homes, which can only be relocated at a significant cost or simply cannot be relocated and would cause significant financial loss to the resident.

There is a need to focus part of this discussion on whether compensation should be payable to residents who are forced to relocate. Should different types of dwellings and their ability to be relocated, along with the length of time a resident has had a site agreement be taken into consideration when determining reasonable compensation?

## Case Study

After a residential park owner sold his land to a developer all residents and tenants were forced to relocate. Richard had lived in the park for a few years and invested close to \$100 000 to establish himself. After being offered \$8000 to relocate, Richard started suffering from health conditions and was admitted to hospital on numerous occasions. The impact of the financial loss and stress of relocation had detrimental effects on his health.

Could Richard have been better supported? What would be considered reasonable compensation to support Richard's relocation?



# Dispute Resolution Model

## South Australian Civil and Administrative Tribunal (SACAT)

The South Australian Civil and Administrative Tribunal (SACAT) has exclusive jurisdiction to hear and determine a residential park dispute.

SACAT (the Tribunal) is a state tribunal that helps people in South Australia resolve issues within specific areas of law, either through agreement at a conference, by conciliation or mediation, or through a decision of the Tribunal at hearing.

A number of disputes concerning residential parks can be raised at the Tribunal:

- Unreasonable park rules
- Excessive rent increases
- Unfair lease termination and compensation
- Park owner's failure to repair common facilities, make regular garbage collections or ensure cleanliness of common areas and facilities

Residents and park owners can spend valuable time and resources to resolve a dispute through the Tribunal. This can be particularly burdensome for all involved when simple matters, such as broken street light, could be resolved quickly onsite. A basic dispute resolution model should be discussed which enables both park owners and residents to resolve issues prior to escalation with SACAT. Dispute resolution should also aim to avoid any breakdown in the relationship between those park owners and residents involved.

Some residential parks in South Australia have developed residents committees. These onsite representative bodies allow residents to lodge complaints that can be escalated to the park owners for resolution. This can also work in reverse, where a park owner can raise issues with the residents committee to be communicated to residents.

Should there be a mandatory requirement for residents of residential parks (with long term site agreements) to form a representative body to assist with resolving disputes?

### Case Study

After Helen's husband passed away, she relied much more on the community and the safety of her residential park. The street light outside her home had been broken for many weeks and Helen had raised the issue with the park owner numerous times. After she had received no response and the light had not been repaired, Helen had no other option than to contact SACAT to help resolve her dispute.

Could there have been a more informal procedure that Helen could have followed to resolve the issue before escalating to SACAT? Could Helen raise the issue with the residents committee to help resolve the problem?

# For Community Consideration and Consultation

## The Act

As it stands, the Residential Parks Act covers an extensive range of holiday / tourist and residential parks. Since the implementation of the Act, the use of parks has evolved and it is now time to consider amendments to the current legislation.

1. Rather than only differentiating between site and tenancy agreements, should the Act consider the following in more detail?
  - a. Length of lease
    - i. What would be considered a reasonable length of time to constitute a 'long term' lease agreement?
  - b. Type of properties established on site?
    - i. Completely transportable (i.e. Caravans)
    - ii. Partially transportable (i.e. transportable home)
    - iii. Immovable (i.e. Home built on slab, fully attached to utilities, located in a park where movement of homes is logistically impossible)
2. If clearer definitions were provided to differentiate between **residents** (home owners leasing land) and **tenants** (leasing homes and land), would residents and park owners better understand their rights and obligations? Do you consider that clearer definitions would also allow improved enforcement of the Act?
3. Should residential parks be registered with a Government authority?
4. Could the existing Act be amended or should a new Act be introduced to regulate registered residential parks and differentiate them from typical holiday / tourist parks?

## Advertising Regulations

Purchasing a home or entering a lease agreement in a residential park can be a significant financial investment and a decision that should be well considered. It is important that all forms of advertising are transparent and do not mislead prospective residents or tenants.

5. Is it necessary that advertisements for a property in a residential park clearly articulate the lease agreement conditions?
6. Should there be a regulated requirement for parks to state their obligations and clearly differentiate themselves from other retiree housing options, such as retirement or lifestyle villages?
7. Would advertising that clearly displays information regarding length of lease options help prospective residents make better-informed decisions?

## Disclosure

A full range of information regarding park rules, lease obligations, lease termination, notifications, compensation and all fees and charges should be provided to prospective residents or prior to or at the time of signing a lease agreement. Disclosure of this information is a vital aspect of this discussion; emphasis should rightly be placed on ensuring prospective residents make well-informed decisions.

8. What would be considered a practical amount of information to be made readily available to a prospective resident prior to purchasing a home in a residential park or entering into a lease agreement?
9. As many residents in residential parks have made significant financial investments (hundreds of thousands of dollars) are the current penalties for failure to disclose information by park owners a sufficient deterrent (maximum penalty \$750)? What would you consider a reasonable penalty to impose, should a park owner breach their disclosure obligations?

## Tenure Security

Currently there is no minimum period for lease agreements. Residential park residents and tenants often have the intention of remaining in their new homes and do not plan to move again. It is important that the Residential Parks Act provides these residents and tenants with security of occupancy, enabling them to avoid the financial and social stress of relocation.

10. Should a minimum period for lease agreements exist when a prospective resident is planning to fully establish their dwelling in the residential park?
11. What do you consider a long-term lease?
12. If a long-term lease agreement is signed, how often should a park owner be able to increase rent during that agreement and by how much?
13. Once a resident reaches the end of a long-term lease should there be a minimum extension period to the lease?
14. Should the Residential Parks Act differentiate between short and long-term lease agreements?

## Lease Termination, Notification and Compensation

Should a residential park owner exercise their right to change the purpose of their land, it is imperative that the social and financial impacts on residents and tenants are taken into consideration. While park owners clearly need support to grow and sustain future residential parks, residents and tenants must also feel protected should changes to the park occur.

15. What is a reasonable length of time for notification of a long-term lease termination, particularly where the dwelling is well established?

16. After residents have invested into a residential park and fully established their home and garden, what is considered reasonable financial compensation should a residential park owner change the use of their land, forcing the residents to relocate?
17. As residential parks provide a crucial housing option to the community, what protections should be in place for a residential park owner to ensure parks remain viable?

### Dispute Resolution and Escalation

There is a need to encourage better communication between park owners, residents and tenants and to promote faster and easier resolution of issues. Consideration should be given to the current process through SACAT and this paper encourages suggestions of models that could be developed to assist the early resolution of disputes at the residential parks.

18. Should it be mandatory for each residential park to establish a residents committee which could act as an intermediary between residents and park owners?
19. While the current escalation process through SACAT is effective, to ensure greater efficiencies, should there be a preliminary process, using a set of initial steps, to resolve disputes at residential parks prior to escalating matters to SACAT?

### Process for sales of homes within residential parks

Should real estate agents provide standard information to prospective residents regarding:

- the purchase of a home in a residential park will require them to enter into a site agreement with the park owner
- the resident's rights to sell, sub-let or relocate a home
- their obligations as a park resident to maintain their property and abide by the park rules

### Disclosure and maintenance of shared facilities and rights to access

Should real estate agents provide standard information to prospective residents regarding:

- the park owner's right of entry to the residence in certain circumstances
- the provision and removal of facilities and services, such as swimming pools and shuttle bus services