



# Long-stay tenure in residential parks

## a guide for consumers

***Prospective long-stay tenants should be aware that park living may not be a permanent living arrangement.***

In Western Australia, some caravan parks provide sites for rent on which a relocatable home, such as a caravan or park home can be placed.

Tenants who intend staying at a park for three months or longer should make sure their site is classified as a 'long-stay' site. A long-stay site can be occupied for three months or longer.

Tenants who live at a mixed use park, which has both long-stay sites and sites for short term or holiday accommodation, should be aware that they may have to share recreational and other facilities with holidaymakers.

Parks that contain only long-stay sites may be called 'lifestyle villages' and will accommodate long-stay tenants. Sometimes lifestyle villages can also be retirement villages and if this is the case, they will be covered by other laws, and not by residential parks long-stay tenancy laws.

When considering a move to a residential park, remember that parks provide a place for a number of people to live reasonably close together. This can provide residents with a feeling of safety and a sense of belonging to a community. Harmonious park living may require a fair amount of compromise and good communication.

### **Important considerations when making a decision about park living:**

- Whether you are renting the site and the park home or caravan, or just the site for your own park home or caravan, you are still a tenant.
- Occupancy beyond the term of your agreement may not be possible.
- Selling your home and moving into a residential park is a big step - it is recommended that you seek independent advice, including financial advice before you sign an agreement.

### **What type of agreement could I be offered?**

There are two types of tenancy agreements that you may be offered. Agreements can be either fixed term or periodic. Make sure you understand the difference between the two types.

**A fixed term agreement** specifies a period of time that a tenant rents the premises or the site, for example, one year or five years. It is harder for a park operator or a tenant to end a fixed term agreement. Fixed term agreements provide both parties with greater certainty about the length of time of the tenancy.

**A periodic agreement** does not specify the period of time that a tenant rents the premises or the site. Either the park operator or tenant

can give notice. Compared to a fixed term agreement, a periodic agreement provides both parties with more flexibility when ending the tenancy.

More information about the difference between periodic and fixed term tenancy agreements is available in the publication *'Park Living'*.

### What rights do I have?

Before buying a caravan or park home or signing an agreement to live in a park, be aware that even if you own the caravan or park home outright, you are only renting the site on which it is located.

This means you do not have any rights over the land in the park where your caravan or park home is located, except where this is provided for in a long stay tenancy agreement and the *Residential Park (Long-stay) Tenants Act 2006* (the Parks Act).

Prospective tenants should be aware that park living may not be a permanent living arrangement.

Depending on the type of agreement you enter into, you may need to move at your own expense. If you have a fixed term agreement and the park operator wants to end your tenancy early, the park operator may have to pay compensation in certain circumstances.

If you want to move before the end of the fixed term in your tenancy agreement, you may have to pay compensation to the park operator depending on the terms of your tenancy agreement.

With either fixed term or periodic agreements, there may be restrictions on the alterations or additions you can make to your park site, or to the caravan or park home located on the site, even if you own them outright.

### As park living involves renting, it is important that tenants are clear about the conditions of the tenancy.

When considering living in a residential park, it is a good idea for prospective tenants to familiarise themselves with the provisions of the Parks Act and the Residential Parks (Long-stay Tenants) Regulations 2007 (the Regulations).

The Parks Act and Regulations contain provisions recognising that prospective tenants may not be familiar with the operation of the residential park tenancy market. For example, tenants may have owned a house on a suburban block for most of their lives and may be unfamiliar with the requirements of renting, particularly in a communal living situation.

The Parks Act and Regulations provide for standard information to be included in all tenancy agreements. Outside of the provisions of the Parks Act, the tenant and the park operator are free to negotiate other terms of the agreement, as long as such terms are consistent with the core provisions of the Parks Act. To assist you to understand the Parks Act and the Regulations, the key features have been summarised in the *Park Living* publication. It is strongly advised that you read this document.

### More information.

For more information about renting on-site or site only in a caravan park or residential park, visit [www.commerce.wa.gov.au/consumerprotection](http://www.commerce.wa.gov.au/consumerprotection) - the publication *Park Living*, and other key documents including site only and on-site tenancy agreement forms can be downloaded from the web site.

You can also contact the Consumer Protection Advice Line on 1300 30 40 54 (for the cost of a local call state wide).

**National Relay Service: 13 36 77**  
**Quality of service feedback line: 1800 30 40 59**

**This publication is available in other formats on request to assist people with special needs.**

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