

Submission in response to Consumer, Building and Occupational Services (CBOS) Discussion Paper: *Regulation of long-term residency in caravan parks in Tasmania.*

Contents

Introduction	1
Overview of our submission	2
Background information	2
Our concerns.....	4
Our broad recommendations.....	5
Our responses to Discussion Paper questions	7

Introduction

COTA Tasmania is a not-for profit organisation operating as a peak body for a wide range of organisations and individuals who are committed to encouraging our community to think positively about ageing. Our advocacy and education work promotes social inclusion, championing the rights and interests of Tasmanians as they age and promoting age friendly communities that reflect the diversity of older people who live, work and play in our state. We have been the voice of older Tasmanians for 60 years and see ageing as a time of possibility, opportunity and influence.

COTA Tasmania welcomes the opportunity to make a submission in response to the recent Consumer, Building and Occupational Services (CBOS) Discussion Paper, titled *Regulation of long-term residency in caravan parks in Tasmania*.

We urge the government to treat this as a high priority issue and commit to taking all reasonable steps to draft appropriate legislation following the consultation process. We note that every Australian state and territory except Tasmania has legislation covering residential use of caravan parks, to provide clear provisions and protections for caravan park residents and park owners/managers.

Overview of our submission

In this submission, we have included a Broad Recommendations section, followed by our responses to the 76 questions set out in CBOS's discussion paper. Our submission does not drill down into the specific legal frameworks; instead, we have sought to provide comprehensive and reasonable suggestions that support the wellbeing, safety and security of all residents (especially older people) and highlight the central importance of fair and transparent communication.

Background information

A proportion of the Tasmanian population are residing in caravan parks, either as an interim/transitory measure (e.g. for work-related purposes or while waiting for another housing option to become available) or on an ongoing basis. As the CBOS paper points out, detailed statistical data is not available at this time; whilst the most recent Census (2021) included people living in caravans and cabins, the locations of these – i.e. on private land or in caravan parks – were not differentiated.¹

The CBOS paper explains that short-term leasing or licence arrangements have been issued and reissued to individuals over time by way of written or oral agreement, with no legislative framework to underpin the arrangements and no external oversight.² It is reasonable to assume that at times of low tourist demand (e.g. during the extended COVID 19 pandemic), having long-term residents onsite has assisted some caravan parks to remain financially viable.

The overall picture is made more complicated by the ongoing housing crisis in Tasmania, which is a subset of Australia's national housing crisis. At the same time, a national 'cost of living' crisis has unfolded and can reasonably be considered as ongoing. For a proportion of caravan park residents, it is likely that there are limited or no safe, accessible and affordable housing options available to them outside long-term residency within a caravan park. The Rental Affordability Snapshot Tasmania (2024) explains that "[f]or the 28,105 Tasmanians receiving the Disability Support Pension and 72,095 receiving the Age Pension, rental affordability remains at an all-time low in the history of the Snapshot."³

We are aware that not all caravan parks offer residential sites and dwellings. Where a caravan park does offer these, we understand that there may be a mix of ownership and lease arrangements among residents. The tables below reflect our understanding of different situations (including ownership factors), and how each situation may affect the resident's ability to relocate elsewhere should they need to or want to, or if their rental arrangement at the caravan park is terminated by the park owner or manager.

¹ Page 13.

² Page 5.

³ Page 19 of the Tasmanian Snapshot, which is available at: [Rental Affordability Snapshot Tasmania 2024 - Anglicare \(anglicare-tas.org.au\)](https://www.anglicare-tas.org.au/rental-affordability-snapshot-tasmania-2024)

The key findings of this year's Snapshot (p. 4) were as follows:

- Affordability for people relying on income support payments is at an all-time low.
- There are more renters competing for the affordable properties available.
- Tasmanians on low incomes are being outcompeted and pushed into homelessness.
- Older Tasmanian renters are at increasingly experiencing or at risk of homelessness.

Caravan is owned by the resident

Individual situation	Logistical considerations if the resident wants to vacate the park, or is directed to vacate	Resident's ability/means to relocate elsewhere, if necessary
It is the resident's preference to live in the caravan park, for reasons relating to lifestyle, being a member of an accessible community and meeting new people, downsizing/affordability and so on.	Resident intends to take the caravan with them (and deconstruct any add-on fixtures) if they need or want to leave the park, or site occupancy ends for another reason, including eviction.	Low, Medium or High – but more likely to be Medium or High (relative to other caravan owners), given that the resident is not reliant on having to sell the caravan and transfer site occupancy to someone else.
It is the resident's preference to live in the caravan park, for reasons relating to lifestyle, being a member of an accessible community and meeting new people, downsizing/affordability and so on.	Resident intends to sell the caravan and transfer site occupancy to someone else if circumstances change and they need or want to leave the park, or if they are evicted. The caravan may be immobile, and/or the resident may have purchased the caravan from someone else on the basis of assumed or implied security of tenure.**	Low, Medium or High – depending on individual circumstances, including whether it is their choice to vacate, and whether they can sell the caravan and transfer site rental to someone else easily.
Resident lives in caravan park, but it is not their first preference (or it no longer is, due to changed circumstances) – they would prefer an alternative housing option if they could access and/or afford it.	Resident intends to sell the caravan and transfer site rental to someone else when they find another suitable housing option, or if they are evicted. The caravan may be immobile, and/or the resident may have purchased the caravan from someone else on the basis of assumed or implied security of tenure.**	Low or Medium – depending on individual circumstances, including whether it is their choice to vacate; whether they can sell the caravan and the transfer site rental to someone else easily; and the likelihood of an accessible and/or affordable alternative option becoming available.

Note: We have marked two text boxes with asterisks (**). Residents in these situations would appear to be at greatest risk, should they need or want to leave the park, or they are evicted – because their financial means by which to relocate is fully or partially based on their ability to sell the caravan and transfer site occupancy to the buyer.

Dwelling (caravan or cabin) is owned by someone else

Individual situation	Logistical considerations if the resident wants to vacate the park, or is directed to vacate	Resident's ability/means to relocate elsewhere, if necessary
Resident lives in a caravan park, in a caravan or cabin rented from the park owner. The arrangement may or may not be their preferred housing option.	Logistical considerations are relatively minimal. The resident will vacate the dwelling, and the lease arrangement will end.	Low, Medium or High – depending on individual circumstances, including whether it is the person's choice to vacate and the availability of a suitable/affordable alternative housing option.
Resident lives in a caravan park, in a caravan borrowed/loaned from someone else. The arrangement may or may not be their preferred housing option.	The caravan will be removed from the park if/when the resident wants to vacate, or site rental ends for another reason, e.g. eviction.	As above.

Our concerns

The lack of a legislative framework for residential caravan park arrangements and prescribed, easy to access pathways for addressing and resolving disputes are significant concerns for us at COTA Tasmania, and for older Tasmanians who live in caravan parks, especially those on low or insecure incomes. We have been contacted by multiple older Tasmanians who reside in caravan parks and have disclosed alleged experiences of:

- insecure tenure;
- park rules that are viewed as unreasonable or are inconsistently applied;
- intimidating behaviour, including threats of eviction; and
- unresolved complaints and disputes.⁴

We are hopeful that:

- any proposed legislative provisions following on from the consultation process are sufficiently detailed and comprehensive, so that anyone considering sale or purchase of a caravan park dwelling in future can make a fully informed decision; and
- appropriate legal consideration and practical supports are extended to any caravan park residents who are already in complex situations, but do not stand to benefit from the new legislation (i.e. assuming it is not grandfathered).

⁴ A broader, systemic issue that has been raised with us is that caravan park residents get billed separately for their power, but any relevant concessions go to the central power account held by caravan park – so residents do not get the concessions to which they are entitled.

Our broad recommendations

(i) Update Tasmania’s Tenancy Act to include caravan park residents who hold long-term tenancy agreements.

Reasons/considerations:

- This will position caravan park residency as a tenancy matter and more broadly, as an element of housing policy, as opposed to a ‘boutique’ issue.
- It should be less time- and resource-intensive to amend the Tenancy Act, than to create a standalone Act.
- Eligible residents of low means/income will have access to the Tenants Union for advice and assistance, if needed.

(i) Define ‘caravan park resident’ as someone who:

- (a) Is named on a residential tenancy agreement setting out all relevant terms and conditions (ideally on a standard contract template) that has been signed by the primary tenant and the caravan park owner or manager; or**
- (b) does not yet have a residential tenancy agreement, but their stay has been extended for a further term, to allow more time for an agreement to be finalised.⁵**

Reasons/considerations:

- In our view, it is critical for caravan park owners and managers to cease any existing practices of:
 - implementing undocumented/verbal agreements; and
 - reissuing (‘rolling over’) short-stay agreements.In effect, these practices are likely to yield differing interpretations of rights and obligations, potential conflict between parties, and uncertainty and distress for residents – especially when ownership or management of a park changes.
- Having a tenancy agreement on a standard template is likely to assist lawyers and other practitioners (e.g. mediators) who provide advice and support to parties.

(ii) Implement model rules for caravan park residents.

Reasons/considerations:

- Model rules could be a Schedule to the new legislation.
- If model rules are adopted, the regulator will not be in a position of having to constantly assess and interpret rules drafted by caravan park owners/managers. In effect, this means that in the regulator need only get involved where an operator seeks to depart from those model rules. Model rules are also likely to be easier for residents to understand and follow.

(iii) Develop a plain language guide for residency in caravan parks, as Victoria has done.⁶

⁵ In our view, if a person (or couple or duo, or family) wishes to transition from casual occupancy to a residential tenancy agreement, and the caravan park owner or manager is agreeable, the owner/manager must issue a residential tenancy agreement to the prospective primary tenant in a timely manner and give them a clear and reasonable timeframe (e.g. 5-10 business days) for consideration of the document and signing.

⁶ Guide is available at: [Caravan park guide - Consumer Affairs Victoria](#)

Reasons/considerations:

- Consumer Affairs Victoria’s guide covers “what caravan park owners, caravan owners and residents must do to follow Victoria’s residential tenancy laws.”⁷ The guide includes checklists and a Useful Contacts section.
- Confusion and conflicts are more likely to be avoided if there is an easy-to-understand resource available.
- The resource should be freely available both online and in hard copy format, and a range of different languages.

(iv) Assuming that the legislation is not grandfathered, implement other actions at a government level to prevent residents being forced into financial hardship and/or homelessness as a result of unresolved disputes and unregulated evictions.

Potential actions:

- Obtain advice from CBOS equivalents in other states and territories, plus the Tasmanian Tenants Union, Housing Connect, and other relevant stakeholders about actions and strategies to support the rights and interests of caravan park residents who are not covered by the new legislation.
- Develop clear messaging for caravan park owners/managers and existing residents about options moving forward. For example, messaging to owners/managers could direct the immediate suspension of rolling short-stay extensions and encourage the implementation of formal tenancy agreements with existing residents as a matter of priority.
- Messaging should also provide guidance about what to do in a situation where a resident wants to stay but the owner/manager is not willing to issue a formal tenancy agreement, for example:
 - owner/manager could suspend a decision about any current or prospective Notice to Vacate until such time as legal advice has been obtained by parties and/or dispute resolution/mediation processes are attempted; or
 - either party could lodge an application to TASCAT for a determination (assuming a Tribunal application process is implemented under the new legislation, which may involve a prescribed mediation process).
- Release a targeted package of legal assistance and dispute resolution that can be accessed by residents whose situation is relatively complex (e.g. there is no written tenancy agreement in place, communications between parties have broken down significantly, and the resident has been issued with a notice to vacate and is facing the prospect of homelessness) with the goals of:
 - implementing a formal tenancy agreement between parties; or
 - determining a reasonable notice period to vacate; and
 - ultimately, preventing unnecessary evictions into homelessness.

⁷ See p.5 of Guide.

Our responses to Discussion Paper questions

Section 1: Background

1.5 How are long-term residents of caravan parks defined elsewhere?

- (1) *How would you define long-term residency in a caravan park (e.g. the period a resident may be permanently staying in the park)?*

Historical long-term residency could be defined by a number of factors. Length of stay is one aspect to consider, and the definition used in Western Australia may be appropriate. Alternatively, where someone occupying a space in a caravan park has been given permission to undertake some permanent or semi-permanent construction on their site, such as a constructed annex or some kind of other structure, it could be concluded they are a long-term resident. Finally, where there has been some kind of agreement between the owner and someone occupying a site (which goes beyond what could be considered a regular agreement for casual occupancy of a site within a park), the latter could be considered a resident.

Moving forward, however, our view is that a formal tenancy agreement must underpin every long-term residency arrangement, as per Broad Recommendation (ii) on Page 4 above. We note that in Victoria and South Australia, an agreement is required as well as a minimum time period by which a person can be considered a long-term resident.

- (2) *Are any of the interstate definitions of a long-term resident of a caravan park appropriate to adopt in Tasmania, and if so, why?*

Please refer to our response above.

- (3) *Other jurisdictions have found challenges when deciding when a short-term lease might roll into becoming a long-term tenancy, for example, Western Australia defined a longer-term tenancy as one of at least 90 days, so to avoid the provision, some park operators offered rolling 89-day leases to long-term residents. How could this situation be avoided in Tasmania?*

Where a person has already occupied a site for a considerable period of time, then they should automatically be offered a long-term tenancy agreement (e.g. as per the Western Australian legislation), perhaps 12 months to 3 years – assuming that the park has a current residential permit. To avoid the problem identified moving forward, established practice in New South Wales could be adopted, i.e. a tenancy agreement must be for a lengthy period. Ultimately, it is important to distinguish between the agreement provided to a casual occupier of a site and that provided to a long-term resident. Length of occupancy alone on a casual agreement should not be a condition by which to expel a person from the park, unless the park does not have a current residential permit. Our view is that if the person wants to stay, and the park has a current residential permit in place, then the person should be offered a formal, written tenancy agreement as identified above. Failure to accept/sign the tenancy agreement would then become reason for the person to vacate the site.

- (4) *If the Government decides to introduce laws relating to long-term residents of caravan parks, should those laws apply retrospectively (for example, from 20 August 2024)?*

No. The clock should start from the date of the Act. However, this shouldn't mean that there are no reasonable options and accessible resolution pathways available to people who have entered into ongoing residential arrangements previously without the protection of relevant legislation. Please refer to Broad Recommendation (iv) above.

Section 3: What Might Require Regulation?

3.1 For operators/managers of caravan parks

Park Rules

(5) *If operators make park rules, should they automatically become part of each residency agreement and be disclosed to prospective and current residents?*

Yes. This would require park rules to be a separate document to accompany either a short-term casual occupancy agreement or a long-term tenancy agreement. Both the casual agreement and the tenancy agreement would simply reference the park rules and the requirement to abide by those rules. Similarly, the park rules would not reference length of stay.

(6) *Should there be a process for consultation and a notice period before changes to caravan park rules apply?*

Yes. The park owner should be required to provide accessible consultation processes on rule changes to all long-term residents who wish to participate.

(7) *Should park rules be approved by an independent regulator before implementation?*

No. We submit that ideally, a set of model rules will be prepared by the regulator, and the park owner should be required to explain, on request, the basis by which they have departed from the model rules. Residents should be made aware of the model rules and if not satisfied with the reasons given for the departure from the model rules, they should have appeal rights to TASCAT. In developing any model rules, the regulator should be required to consult with both caravan park owners and long-term residents and there should be an appeal process for both to TASCAT. Model rules will provide a base level of uniformity across Tasmania.

(8) *Should park rules applying to current long-term residents, continue to apply if independent regulator approved rules are implemented?*

No. A park should have only one set of rules. If the model rules approach is adopted, then it should not be the role of the regulator to endorse or approve pre-existing rules. If caravan park owners and residents committee members agree on revised rules that vary from the model, then that is a matter for them. Any disputes should be heard and resolved by TASCAT. Where an issue ends up before TASCAT, then the regulator has a role to provide advice to TASCAT on the nature of the variation(s) from the model rules.

(9) *Should park rules be standardised on certain key issues, such as rent reviews and evictions? If so, what other key issues should be included?*

Please note the comments above regarding the model rules, which would cover such issues. Any variation on the model in relation to rent variations and evictions should only improve the provisions for residents as the model would set a base level for any rule. Relevant rules of concern could potentially align with existing provisions under Tasmanian residential tenancy laws.

(10) How should breaches by residents of these rules be enforced? What circumstances should warrant eviction?

Casual occupiers should be provided with Frequently Asked Questions (FAQs) in relation to the rules of the park to ensure they know how a breach will be addressed. For long-term residents, breaches of the rules should be enforced as any residential tenancy breach is enforced. TASCAT has a role in this process as an adjudicating body. In the case of a breach by a casual resident, the eviction process should be straightforward and not subject to oversight.

Park Liaison Committees

(11) Should the concept of a 'residents' committee' or a 'park liaison committee' be generally adopted, and if so, should it be formalised in regulation?

Yes.⁸

(12) What sort of matters might be addressed between a park operator and their residents?

Changes to the park rules and terms of long-term tenancy agreements of the park would be the primary issues of concern. Also, the residents committee should be able to bring to the park owner issues around the quality and standards of facilities; the way the grounds of the park are managed; the quality of structures constructed by long-term residents; and issues such as noise and rubbish.

(13) Should park operators be required to provide the use of suitable communal park facilities for holding committee meetings?

The camp kitchen should suffice. In the absence of a camp kitchen, the operator should provide a suitable venue within the grounds of the park.

Obligations to maintain minimum standards

(14) Should park operators have an obligation to ensure minimum standards in their park dwellings and more generally to the sites and shared facilities?

Yes. Any construction carried out should meet appropriate standards for such facilities. Such standards should be appropriate for residents' needs. Shared facilities should perhaps meet relevant Council standards; however, private facilities may have a differing standard agreed between the resident and the owner. Such agreement should not deviate too substantially from accepted Council practice.⁹

⁸ It is presumed that such a committee would be for individuals who are not casual occupiers of sites.

⁹ However, it is noted that additions to dwellings such as caravans may be of a lower quality than generally accepted for a dwelling, e.g. canvas walls.

(15) What minimum mandatory standards, if any, should apply to caravan park residences and facilities? How should any such standards be determined?

Please note our response above. Where communal facilities are provided, these should meet acceptable levels as set by councils. Private facilities should be assessed differently; these are more akin to private dwellings. However, the park owner should be able to set appropriate standards to ensure the acceptable amenity of the park.

(16) If standards were imposed and they are not met, should a complaint mechanism be available to residents, and if so, what form would it take?

Yes. This becomes an issue to be raised to the governing body referenced in Question 11.

Operator's right of entry

(17) Should a park operator have a right of entry to a caravan or structure, and if so, should they be required to comply with any rights of entry requirements?

Yes. Any such right of entry should be consistent with that applying to landlords under residential tenancy law. However, there could be an issue where a park owner is seeking entry into a privately owned caravan or structure. In such instances, the owner may have a right of entry onto the site, but not a right of entry into the private residence.

(18) Should rights of entry apply to both park-owned and privately-owned caravans/structures?

Yes. For casual occupancy of park owned facilities, the rights of access may be different to those applying to long-term residents. There will need to be careful consideration of the right of entry a park owner has into a private caravan or structure, as opposed to park-owned residences. As stated in our response to Question 17, for privately-owned residences the right of entry may apply only to the site, not the dwelling itself.

(19) If standard rights of entry are adopted, what should be included in them (e.g. reasonable notice of entry period)?

All rights of entry should be specified in the park rules. If a model rule approach is adopted, this would set the standard for entry.

(20) Should the park operator's rights of entry be set out in legislation?

If the model rule approach is not adopted, the right of entry should be set out in legislation.

Change of caravan park site

(21) Is there a need for park owners to have clearer powers to relocate residents, as reasonably required?

Yes, but only within the park. Where relocation is required, the park owner should be required to make a contribution to reasonable relocation costs.

(22) Should residents have a right to object to being moved?

Yes. This should be covered under the park rules and subject to relevant TASCAT adjudication processes.

(23) If a resident refuses to move, should an operator have the right to ask them to leave?

Yes, but subject to appropriate appeal and/or mediation processes.

(24) Should these issues be addressed in legislation?

Yes, but preferably these should be addressed clearly as part of the model rules.

Serious nuisances

(25) Should park operators have clearer powers to exclude residents or visitors who cause a disturbance, and should they be outlined/limited by legislation?

Yes. Upon entry to a park, the new resident/occupier should be given a clear briefing about the rules of the park and the potential outcomes associated with creating a disturbance. Powers of exclusion should only be exercised in accordance with the park rules and when instigated, appropriate appeal and/or mediation processes.

(26) What issues could justify the use of any power to exclude?

Possible reasons for exclusion could include violence, damage to property, and excessive noise or other disturbance that negatively impacts on the rights and interests of other residents.

(27) Should an application to exclude be determined by an external, independent body, such as the Tasmanian Civil and Administrative Tribunal (TASCAT)?

For long-term residents, there should be a standard process by which a decision to exclude can be appealed. For casual residents, appeal provisions should be limited.

Dispute resolution

(28) Should alternative dispute resolution processes be adopted in Tasmania for caravan park disputes?

For long-term residents, dispute resolution processes implemented for caravan parks should align with those under existing residential tenancy provisions. For casual occupiers, perhaps the provisions relating to accommodation providers are more relevant.

3.2 Residents' concerns

Long-term residency agreements

(29) If processes are adopted, who should administer them, who should fund the costs of mediation sessions, what issues could be addressed, and should further avenues to resolve the matter(s)

be available to parties if they are unable to reach a negotiated agreement (e.g. adjudication by a Tribunal)?

The same processes adopted for residential tenancies should apply to long-term lease holders in caravan parks.

(30) Should caravan park tenancy agreements be in writing, and if so, should any standard terms be outlined in legislation?

Yes, and standard terms and conditions should be contained in legislation.

(31) Should there be standardised agreement forms used by all park operators, approved by government?

Yes, and any provisions deviating from the standard agreement should be clearly highlighted.

(32) Should Park Rules be part of the agreement?

Yes. This has been discussed earlier in response to Question 5.

(33) Should a park operator be required to give a prospective resident a disclosure document showing all ongoing fees, rent, bonds or charges, explained in plain English?

Yes. Any document should be provided in plain English; clearly outline the obligations on both parties; and be in accordance with what is required under a standard lease agreement as provided for in the current legislation.

(34) Should a seven day, for example, cooling off period be provided to prospective residents after they sign an agreement?

A cooling off period which is consistent with standard consumer cooling off periods should be available to any person seeking to enter into a long-term tenancy agreement.

Rent and fees

(35) Should the payment of rent, bonds and related matters be regulated and clearly explained to park residents before they sign residency agreements?

Yes. The provisions should be clearly laid out in the underlying legislation and also in the plain English guide to the agreement.

(36) Should there be limits on the frequency of rent reviews?

Yes. Any review processes for long-term tenancies should be consistent with those in place for other residential tenancies.

(37) Should a bond be required, and if so, what amount would be reasonable?

Yes, and the bond should be held in a manner consistent with other residential tenancy arrangements.

(38) *If a rental bond or similar security deposit is paid at the start of a tenancy, who should retain that security deposit and under what circumstances should it be refunded to the resident?*

Any rental bond should be held and released in accordance with the provisions attaching to any residential tenancy.

Right of quiet enjoyment of park and premises

(39) *Should long-term caravan park residents be entitled to the same rights as those who sign a residential tenancy agreement, and if so, should they be formalised in legislation?*

Yes.

(40) *What remedies should be available for residents if a park operator fails to ensure their privacy?*

A complaints process should be part of the legislative arrangements with a clear pathway by which to address and resolve complaints/disputes.

(41) *Should it be an offence for an operator to interfere with a resident's reasonable peace, comfort and privacy, as is the case for residential premises?*

Yes. This should be considered in a similar manner to existing residential tenancy arrangements.

Right to use shared park facilities

(42) *Should a residency agreement and park rules clearly specify rights or limits on the resident's use of shared or communal facilities in a park?*

Yes.

Damage or repairs to park infrastructure or facilities

(43) *Should residency agreements specify the obligations of park operators to maintain facilities and repair any damage as soon as practicable?*

Yes, to ensure that the park owner meets the required standards for those facilities.

Complaints about neighbours in parks

(44) *Should a park operator be given rights to enforce the park rules and be able to exclude a resident by giving them notice to leave?*

Yes. This has already been discussed above (see Question 25).

(45) *Should a resident be provided with a right to review an exclusion?*

Yes. The process should be clearly laid out in the park rules and be subject to appropriate appeal/mediation processes.

Pets

(46) Should a resident in a caravan park have a right to keep a pet?

Yes, provided that the resident assumes responsibility for the pet at all times and does not allow the animal to roam onto other people's sites, or into their dwellings.

(47) Should a resident be required to first seek the written approval of the operator?

This would appear to be reasonable. At the same time, approval should not be unreasonably withheld.

(48) Should a park operator be able to impose reasonable conditions?

Yes, but these should be included within the model rules for caravan parks.

(49) Should there be a right of review to either party?

Yes.

Fixtures

(50) Should residents be able to attach a fixture or make a minor change to a rented caravan or dwelling with or without the caravan park operator's written consent?

For casual occupiers, there should not be an ability to attach a fixture or make a minor change to a rented facility. Where a long-term tenancy agreement has been entered into, there should be a requirement for the occupier to notify the park owner prior to making such change and the change should be permitted where it does not detract from the overall utility of the dwelling. In this regard, it is noted that it may be advantageous to the park owner to maintain a high degree of uniformity of the various rented dwellings within a park as part of the business strategy.

(51) If operators are required to be consulted, should they only be able to refuse a request if they have a reasonable reason for doing so?

Yes. However, the operator must be able to demonstrate why a minor modification is not being allowed. This is particularly important for older tenants who may be seeking modifications that support their health and mobility, e.g. handrails in a bathroom.

(52) Should there be rights of review and, if so, what might they be?

Yes. A long-term tenant should be able to appeal a decision by the park operator to disallow a minor modification.

Structures owned by residents

(53) Generally, should caravan park residents be permitted to add structures to their caravan or movable home?

Yes. Long-term residents should be permitted to add structures to their own caravan or movable home. Where such structures are being added they should be structurally sound and safe. There may also be a requirement for such structures to not adversely affect the amenity of the park and its grounds.

(54) If structures are permitted, what process should be followed for gaining approval to erect them?

There should be a consultation process between the park owner and the resident to ensure that any proposed structures are in keeping with the amenity of the park. Perhaps a similar process for residents within a strata-titled development could form a basis for the process.

(55) Who should have ongoing maintenance responsibilities for the structure?

The resident should be responsible for all maintenance associated with structure(s) they have erected.

Removal of caravans/residential structures

(56) If a resident's structure is to be removed, who should manage its removal?

This will depend upon the reason for removal. If the structure is being removed because it breaches some aspect of the agreement, then the park operator may be the appropriate party to oversee its removal. If the resident is seeking to remove the structure, then perhaps they are the appropriate person to oversee the removal. In the case of removal, the site should be returned to its status prior to the structure being put in place.

(57) Should the removal of the axles and draw bar of a caravan in a park be prohibited (for ease of movement)?

No. However, if removed, these should be able to be readily restored so the caravan can be moved if/when required. Subsequently, the caravan owner will be responsible for:

- storing any drawbars or wheels removed; and
- reinstalling these items if required.

If the owner does not have access to either wheels or drawbar where a caravan is required to be moved, and these items have been uninstalled, then the cost of reinstallation should fall upon the owner (provided the movement of the caravan is reasonably required as discussed in Questions 21 to 24).

(58) Should rigid annexes be constructed in a manner so they can be removed at short notice?

It would be preferable if rigid annexes could be constructed using some kind of modular system which would permit their ready removal and reinstallation if required.

3.3 Exiting living in a caravan park

Sale of residents' dwellings

(59) Should a vendor and park operator provide a disclosure statement to a purchaser, including information about living in the park, including rent, explaining about limited rights of tenure, and what fees or commissions will be charged for a sale transaction?

Yes. There should be a legal requirement of full disclosure of the existing terms and conditions applying to any dwelling offered for sale, including the likelihood of tenancy agreement renewal.

(60) Should a park operator be able to act as an agent for a sale, and accept commissions from vendors? (Noting that negotiating the sale, purchase, exchange, lease or any other dealing with, or the disposition of, property or businesses and acting as a real estate agent, is already regulated by the Property Agents Board under the Property Agents and Land Transactions Act 2016 and requires a licence.)

There should be a capacity for this to be negotiated, and if so undertaken then this should be part of the information provided as outlined in the previous question. If either a private sale or agent facilitated sale is adopted by the owner, then the park owner should be required to permit inspections at appropriate and agreed times.

(61) Should there be a cooling off period for sale agreements?

The standard consumer law cooling off period should apply to any sales.

Evictions

(62) Should the process to evict residents from caravan parks be regulated?

Yes, this is critically important.

(63) Would regulating evictions lead to better management of parks and give clarity about rights of operators and residents?

Yes. By regulating the process around evictions, the roles and responsibilities of each party would be more clearly defined.

(64) Should there be a standard form (notice) providing reasons for eviction and date to leave?

Yes. South Australian and Western Australian legislation seem to offer the basis for developing a standard process.

(65) Should there only be specific grounds for justifying evictions, each with appropriate notice periods?

There should be a list of specified grounds as is the case in all other jurisdictions. However, there should also be an extraordinary right for eviction and a process (involving TASCAT, and with prescribed appeal provisions), where the reason for eviction does not align with any of the prescribed reasons.

(66) Should 'no fault' evictions be prohibited and should caravan park owners be required to provide a valid reason to evict a park resident?

See our response to Question 65.

(67) Should there be a regulated review process for disputes about evictions (e.g. prescribed ADR and/or Tribunal application)?

See our response to Question 65.

(68) Should a resident be able to sell their dwelling to a new owner for a reasonable price in circumstances where the resident has been evicted from the park?

Yes, provided the reason for eviction is not related to the redevelopment of the site subject to a long-term tenancy agreement.

Extending a 'tenancy'

(69) Should there be a process described in legislation for the parties when an agreement comes to an end, and a resident wishes to remain on site?

Yes. The long-term tenancy agreement should explicitly describe the conditions around extension to provide a degree of tenure security to a person seeking to live in a caravan park on a long-term basis.

(70) What should happen if the parties cannot come to a mutually negotiated agreement?

Where agreement cannot be reached and both parties consider they have met the conditions of the tenancy agreement, then there should be an independent dispute resolution process available, backed up by an established appeal process to TASCAT.

3.4. Minimum housing standards – rented residential dwellings

(71) Are these features appropriate or necessary for living in a dwelling in a caravan park?

Where the dwelling is rented from the park owner under a long-term tenancy agreement then each of the identified issues should be met. Where the dwelling is a private caravan or movable cabin then some provisions, such as fixtures and fittings (e.g. electrical appliances), bathroom privacy, the nature of the cooktop in the kitchen and laundry facilities can be at the discretion of the owner of the dwelling. Connection to plumbing and electricity, and potentially a few other aspects, may more appropriately remain the responsibility of the park owner.

(72) Where a park operator provides long-term rented dwellings, should they have to meet minimum standards, and if so, which ones?

See our response to Question 71 above.

(73) Are there any other features that should be included (e.g. heating)?

The features associated with this item for long-term rented dwellings with a caravan park should align with those set out under residential tenancy law.

(74) Should a park operator have the option to provide basic communal facilities, rather than in each rented dwelling on a site?

Yes. Such communal facilities may include laundry, bathroom, toilet, camp kitchen and recreation room. This may allow more caravan parks to offer long-term, minimal cost accommodation.

3.5. Long-term renting of a site – minimum standards for shared facilities used by long-term residents

(75) Should a park operator be required to provide long-term residents with shared amenities or facilities that meet these minimum standards?

See our response to Question 74.

(76) If operators are required to provide features or amenities, which ones should be provided at a minimum?

As a minimum, the facilities listed in our response to Question 74 above (except for a recreation room) should be required. Such facilities are vitally important, especially for casual park users who may not have their own appliances and other equipment.