

Manufactured homes Form 18



Home Owners Information Document

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 6 December 2025

About this document

This document provides information on the rights and responsibilities of manufactured home owners living in residential parks to help prospective home owners decide whether residential park living is the right choice for them.

It is very important that you carefully read this document, your sale agreement and your site agreement before agreeing to purchase a manufactured home in a residential park.

You are strongly encouraged to seek independent legal advice from an experienced Queensland Lawyer on all relevant documents before entering into a site agreement, sale agreement or agreement to an assignment of a home owner's interest in a site agreement.

You should also carefully consider the ongoing costs of living in a residential park, and seek financial advice on whether buying a manufactured home in a residential park is going to suit your financial circumstances now and into the future.

Important information:

- You will not own the land your manufactured home is positioned on in the residential park.
- Home owners are required to pay site rent to the park owner for the use of the land, common property, amenities and facilities in the residential park.
- Your site rent will increase in accordance with the terms of your site agreement.
- In some circumstances, site rent may be increased outside the terms of your site agreement where the increase is necessary to cover a special cost (see part 3 for more information).
- When you buy a manufactured home and enter into a site agreement, you are agreeing to comply with the terms of the site agreement, the park rules for the residential park, and the responsibilities and behavioural standards established by the *Manufactured Homes (Residential Parks) Act 2003*.
- Home owners are required to pay site rent for their manufactured home while it is positioned on site in the park, even where the home owner is no longer residing in the home. This obligation only ceases when a home is sold to a buyer, or the site agreement is terminated, and the manufactured home is removed from the park.
- In some circumstances your site agreement in a residential park may be terminated. Where this occurs, you may be required to remove the manufactured home from the residential park, or transfer ownership of the manufactured home to the park owner in exchange for compensation.

This document should be read in conjunction with a copy of the Residential Parks' Park Comparison Document (Form 16) which includes details about the residential park.

Disclaimer:

The Home Owners Information Document provides an overview of the relevant laws and principles at the time it is provided but may not reflect subsequent changes to legislation. This document does not form part of the site agreement and where there are any inconsistencies between this document and the legislation, the legislation prevails.

Part 1 – Basic information about the residential park

1.1 Park details	Park name Real property description Park owner name Park address Park manager (if different from above) Park manager business address (if different from above) Contact details: Phone Email.....																
1.2 Authority	The park owner has the following authority, approval, consent, licence or permit that is required to operate a residential park (include the name of the approving authority, details of the authority and any reference number)																
1.3 Communal facilities, services and other amenities	This is a brief overview of communal facilities available in the residential park. For more information, see the residential park comparison document. <table border="1" data-bbox="400 1256 1497 1720"> <tr> <td><input type="checkbox"/> Activities or games rooms</td><td><input type="checkbox"/> BBQ area outdoors</td></tr> <tr> <td><input type="checkbox"/> Bowling green</td><td><input type="checkbox"/> Club house</td></tr> <tr> <td><input type="checkbox"/> Communal open space</td><td><input type="checkbox"/> Gym</td></tr> <tr> <td><input type="checkbox"/> Library</td><td><input type="checkbox"/> Restaurant / Cafe</td></tr> <tr> <td><input type="checkbox"/> Shops</td><td><input type="checkbox"/> Park bus</td></tr> <tr> <td><input type="checkbox"/> Swimming pool</td><td><input type="checkbox"/> Tennis court / pickleball</td></tr> <tr> <td><input type="checkbox"/> Changing rooms and showers</td><td><input type="checkbox"/> Kitchen in communal facilities</td></tr> <tr> <td> </td><td> </td></tr> </table> Other communal facilities, amenities or services (please specify)	<input type="checkbox"/> Activities or games rooms	<input type="checkbox"/> BBQ area outdoors	<input type="checkbox"/> Bowling green	<input type="checkbox"/> Club house	<input type="checkbox"/> Communal open space	<input type="checkbox"/> Gym	<input type="checkbox"/> Library	<input type="checkbox"/> Restaurant / Cafe	<input type="checkbox"/> Shops	<input type="checkbox"/> Park bus	<input type="checkbox"/> Swimming pool	<input type="checkbox"/> Tennis court / pickleball	<input type="checkbox"/> Changing rooms and showers	<input type="checkbox"/> Kitchen in communal facilities		
<input type="checkbox"/> Activities or games rooms	<input type="checkbox"/> BBQ area outdoors																
<input type="checkbox"/> Bowling green	<input type="checkbox"/> Club house																
<input type="checkbox"/> Communal open space	<input type="checkbox"/> Gym																
<input type="checkbox"/> Library	<input type="checkbox"/> Restaurant / Cafe																
<input type="checkbox"/> Shops	<input type="checkbox"/> Park bus																
<input type="checkbox"/> Swimming pool	<input type="checkbox"/> Tennis court / pickleball																
<input type="checkbox"/> Changing rooms and showers	<input type="checkbox"/> Kitchen in communal facilities																

Part 2 – Important definitions and concepts

<p>2.1 What laws and regulations apply to home owners in residential parks?</p>	<p>The key legislation governing the relationship between home owners and park owners in residential parks are:</p> <ul style="list-style-type: none"> • the <i>Manufactured Homes (Residential Parks) Act 2003</i> (the Act) • the <i>Manufactured Homes (Residential Parks) Regulation 2017</i> (the regulation) <p>Copies of the legislation can downloaded at: https://www.legislation.qld.gov.au/view/html/inforce/current/act-2003-074</p> <p>For up-to-date information on amendments to the Act and regulation, please visit the Department of Housing and Public Works website at https://www.housing.qld.gov.au/news-publications/legislation/manufactured-homes</p>
<p>2.2 What is a manufactured home?</p>	<p>Manufactured homes are dwellings owned by a home owner, positioned within a residential park on a site leased from the park owner under a site agreement. The Act defines a manufactured home as a structure, other than a caravan or tent that has the character of a dwelling house which is designed to be able to be moved from one position to another; and is not permanently attached to the land.</p> <p>The definition excludes converted caravans (structures which were originally designed as caravans but are no longer caravans because of structural alterations) but in some circumstances a converted caravan may be taken to be a manufactured home if a site agreement is in place.</p>
<p>2.3 What is a residential park?</p>	<p>The Act defines a residential park to be “an area of land that includes sites, common areas, and facilities for the personal comfort, convenience or enjoyment of persons residing in manufactured homes positioned on sites”.</p> <p>Residential parks are sometimes called land lease communities or lifestyle parks. A key aspect of the residential park / land lease housing model is that manufactured home owners buy and own their home but pay site rent for the land the home is positioned on to the residential park owner. The site rent may also pay for communal facilities, services and amenities in the park, as well as the maintenance and administration of the park.</p>
<p>2.4 What is a home owner?</p>	<p>Under the Act a home owner is defined as a person who owns a manufactured home that is positioned on a site in a residential park under a site agreement.</p> <p>The definition also includes:</p> <ul style="list-style-type: none"> • a person who owns a manufactured home but rents out the home to another resident • a person who intends to position a manufactured home on a site in a residential park under a site agreement for use by the person as the person’s principal place of residence; or • a person who obtains an interest in a site agreement as the personal representative or a beneficiary of the estate, of a deceased home owner; or • another successor in title of a person mentioned above.

2.5 What is a park owner?	<p>A park owner is someone who owns a residential park.</p> <p>Under the Act, this can include the personal representative or beneficiary of a deceased park owner, a mortgagee in possession of the residential park for which site agreements are in force, or another successor in title of the park owner.</p>
2.6 What is a site agreement?	<p>A site agreement is defined as the agreement between a park owner and home owner which provides for:</p> <ul style="list-style-type: none"> • the rental of land owned by the park owner in the residential park by the home owner • the positioning of a manufactured home on the land and • the home owner's non-exclusive use of the park's common areas and communal facilities. <p>The site agreement establishes the contractual relationship between the home owner and park owner and sets out the rights and obligations of each party. It is essential that you read and understand your site agreement before moving into a residential park.</p> <p>Site agreements must meet the requirements set in legislation, be in the approved form, and must not include any prohibited terms.</p> <p>Site agreements include terms about the home owner's responsibilities, the park owner's responsibilities, park rules for the residential park, the terms of any tribunal orders in force about the agreement and other duties and entitlements established by the Act.</p> <p>Site agreements may also include 'special terms' establishing additional rights and entitlements under the site agreement. Special terms may be altered where both parties agree, or by an order of the Queensland Civil and Administrative Tribunal (QCAT) as part of a dispute about the special terms.</p> <p>Site agreements cannot include any terms which are inconsistent or seek to contract out of the requirements under legislation, and any terms which purport to do so are void.</p>
2.7 What is a sale agreement?	<p>A sale agreement is an agreement between a buyer and a seller to purchase a manufactured home in a residential park. It is different from a site agreement which provides for the positioning of a manufactured home on a site.</p> <p>The seller may be either the park owner a home owner, or another party, such as a developer who owns a manufactured home.</p> <p>Sale agreements must include any terms and information prescribed by regulation.</p>

<p>2.8 What is a home owners committee and how are they formed?</p>	<p>A home owners committee is a group of home owners who are empowered to approach, engage and communicate with the park owner about the day-to-day running of the park and any complaints or proposals about the operation of the park raised by home owners.</p> <p>Home owners in a residential park may establish a home owners committee by conducting an election among themselves and may adopt a constitution by a majority vote of home owners. The home owners committee may decide its own procedures and form subcommittees as needed. The committees constitution must not be inconsistent with the Act and must provide for any matter prescribed under a regulation.</p> <p>Park owners have special obligations to respond to complaints or proposals raised by the home owners committee within 21 days of receiving a written notice.</p> <p>A park owner must not restrict the home owners in a residential park from forming a home owners committee or performing their duties as a home owners committee.</p> <p>For more information and guidance on home owners' committees, you can visit: https://www.qld.gov.au/data/assets/pdf_file/0033/339909/home-owners-committee-handbook.pdf</p>
<p>2.10 What is CPI?</p>	<p>CPI stands for Consumer Price Index and is a common basis for increasing site rent in residential parks.</p> <p>Any references to CPI in the Act, or in a site agreement refers to the Consumer Price Index: All Groups Index Numbers—Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics.</p>
<p>2.11 What is QCAT?</p>	<p>The Queensland Civil and Administrative Tribunal (QCAT) is the main body for resolving disputes in residential parks and has jurisdiction to make orders about most matters in a residential park.</p> <p>For more information, see the QCAT website at https://www.qcat.qld.gov.au/</p> <p>Before seeking an order from QCAT about a dispute in a residential park, you will often be required to follow the escalating dispute resolution process set out in the Act. For more information on the dispute resolution process, see Part 4 of this document.</p>

Part 3 – Site rent and how it may be varied

3.1 What do I need to know about site rent?

The site rent payable for a manufactured home in a residential park is set in the site agreement. The amount can sometimes be negotiated between the park owner and the home owner before entering into a site agreement. The Act does not limit what site rent can be charged for a home owner entering into a site agreement but any subsequent increases in site rent are subject to legislative limitations as outlined in sections 3.2, 3.3 and 3.4.

Under the Act, there are two types of site rent increase:

- a general increase, and
- an increase to cover special costs.

Different rules apply depending on what kind of site rent increase is proposed. These are detailed in sections 3.2 - 3.4.

It is important that you understand the cost and frequency of site rent payments, and how much it might increase over time before signing a site agreement. For many home owners, this is one of the key factors impacting their quality of life and satisfaction in the park.

You should ensure you can afford future increases in site rent, especially if your circumstances change while living in the residential park. For example, if you are a couple, you should consider whether you will be able to afford site rent if one of you passes away or needs to move into aged care.

Residential parks are commercial enterprises and revenue from site rent supports residential parks to be profitable in addition to covering a range of operational costs such as maintenance of facilities, loan payments, local government rates and charges, wages, and insurance.

3.2 General increases in site rent

What are general increases in site rent?

General site rent increases are calculated according to the method set out in the site agreement and at the frequency set out in the site agreement. General site rent increases can only occur using one of the following methods prescribed by regulation:

- a) An amount worked out by multiplying the site rent by the CPI increase
- b) An amount worked out by multiplying the site rent by a stated percentage (for example 3%)
- c) A stated amount expressed in dollars (for example \$8)
- d) An amount worked out by apportioning the relevant rates increase for the residential park across home owners
- e) An increase based on the higher or lower of any two of (a) to (d) above (for example, 3.5% or CPI, whichever is higher)
- f) Increase in site rent based on the sum of any two of (a) to (d) above into a single calculation (for example CPI + 1%).

The way your site rent increases is a very important aspect of your site agreement, and it is essential you understand how it will affect you, and have budgeted for how site rent will increase in future.

3.3 Limitations on general increases in site rent

What limitations apply to general increases in site rent under the legislation?

General site rent increases limited to the higher of CPI or 3.5%

The Act provides a ceiling on the maximum general site rent increase that can occur each year. Under the Act, a general site rent increase cannot exceed the higher of:

- CPI or
- 3.5 per cent.

Where the increase bases in a site agreement would result in an increase amount higher than the ceiling, it must be lowered to that ceiling.

This ceiling does not replace the terms of your site rent increase basis, and where a site agreement provides for a site rent increase which is below the ceiling, it must be applied as normal.

To illustrate how this works:

- If a site agreement allows for a fixed rent increase of 3% per year, and CPI is 6%, then the maximum site rent increase stays at 3% as per the site agreement.
- If a site agreement allows for site rent to increase by CPI+2%, and CPI for that year was 3%, then the maximum site rent increase for that year would be 3.5%, and not 5% as provided for in the agreement.
- If a site agreement provides for an increase based on CPI, and CPI is 5%, then the maximum site rent increase is 5%, as the cap raises to the level of CPI when CPI exceeds 3.5%.
- If a site agreement has a flat \$20 increase in weekly site rent per year, weekly site rent is \$200 and CPI is 3%, the maximum increase would be \$7 per week, as this presents 3.5% of \$200 and 3.5% is the ceiling when CPI is equal to or below 3.5%.

One basis at a time

Sometimes site agreements may include different bases for increasing site rent in different circumstances. For example, a site agreement may include an annual CPI increase and an increase based on government rates once every 3rd year. Where these are expressed as separate bases in a site agreement, only one of those bases could be used in the year they coincide.

A formula which clearly adds two components into a single calculation such as CPI +1% or provides alternatives such as “the higher of CPI or 3.5%” are considered a single bases and may be used.

Maximum of one general increase per year

General site rent increases cannot occur more than once per year for a site in a residential park. As a result, there should never be more than one general increase of site rent per year.

General site rent increase day

Rent increases in a residential park must occur on a general increase day, which is nominated by the park owner for a particular basis of review.

If different types of site agreements in the park use different rent increase formulas (such as CPI-only or CPI + a fixed percentage), each group may

	<p>have a different increase day. However, all home owners with the same rent increase method must have their rent increased on the same day.</p> <p><u>Minimum notice period for general increase in site rent</u></p> <p>If the park owner wants to increase the site rent in accordance with the site agreement, notice of the proposed increase must be given to the home owner at least 35 days before the general increase day.</p> <p><u>Disputing a general increase in site rent</u></p> <p>A home owner who wishes to dispute a general increase in site rent must, within 28 days of receiving the general increase notice must give the park owner a dispute negotiation notice for the dispute.</p> <p>Disputes about site rent increases must be dealt with using the dispute resolution provisions in the Act, which are described in Part 6 of this document.</p>
<p>3.4 Increases in site rent to cover special costs?</p>	<p>Can site rent be increased in other ways to cover special costs?</p> <p>In certain circumstances, the park owner may increase site rents in a residential park to cover special costs using methods not contained in the site agreement. There are special rules in the Act about when these of increases can occur. There are three types of special costs which may be used to increase site rent:</p> <ul style="list-style-type: none"> • an operational cost: a significant increase in the cost of running the park such as a significant increase in rates, taxes or utility costs for the park • a repair cost: the cost of significant repairs in relation to the common areas or communal facilities in the park that the park owner could not reasonably have foreseen • an upgrade cost: the cost of significant upgrades to the common areas or communal facilities in the park. <p>What is the process for increasing site rent to cover a special cost?</p> <p>Home owners cannot have their rent increased to cover a special cost unless they agree to the increase, or the park owner complies with the dispute resolution requirements in the Act and then makes an application to the QCAT to have the site rent increase confirmed. In considering an application to increase site rent to cover a special cost, the tribunal can consider a wide range of matters.</p> <p>Where a park owner proposes an increase in site rent to cover a special cost, they must provide the home owner with an <i>Increase in site rent to cover special costs notice (Form 13)</i> at least 2 months before the proposed increase and seek the home owner's agreement to the proposed increase. Home owners who disagree with a proposed increase, or do not respond within 28 days, are taken to be disputing the site rent increase for a special cost.</p> <p>What are the requirements for QCAT to confirm an increase in site rent to cover special costs?</p> <p>QCAT may only confirm an increase for an operational cost or a repair cost if it is satisfied that if the site rent is not increased as proposed, the residential park will not be commercially viable without significantly reducing the park owner's capacity to carry out their responsibilities in running the park. For a repair cost, QCAT will also consider whether the park owner could have reasonably obtained insurance to cover the cost.</p>

	<p>What if a large majority of home owners agree to a special increase to fund an upgrade of the park?</p> <p>Special rules apply where an increase relates to an upgrade cost and the home owners for at least 4 sites in the park have received a notice about it. In that case, if the home owners for at least 75% of the notified sites agree to the increase, then the home owners for all notified sites are taken to have agreed to the proposed increase.</p> <p>Can I be threatened, intimidated or coerced into agreeing to an increase in site rent to cover a special cost?</p> <p>A park owner must not threaten, intimidate or coerce a home owner to agree to a proposed increase in site rent or to refrain from making an application to the tribunal seeking a review of site rent.</p> <p>When do I need to start paying an increase in site rent to cover a special cost?</p> <p>If a home owner agrees to the proposed increase, the increase is payable from the special increase day specified in the notice. For a repair or upgrade cost, the increase stops being payable at the end of the period specified in the park owner's notice.</p> <p>If the park owner has applied to QCAT to have the increase in site rent to cover a special cost approved, QCAT will make a ruling on when the increase in site rent first becomes payable, and how long it lasts.</p>
<p>3.5 How can site rent decrease in a residential park?</p>	<p>A home owner in a residential park may seek a rent decrease where:</p> <ul style="list-style-type: none"> • the amenity or standards of the residential park's common areas and communal facilities have decreased substantially since the site agreement was entered • a communal facility or service provided at the park when the site agreement commenced has been withdrawn or • a communal facility or service described in advertising or another document prepared by or for the park owner the home owner was aware of before the site agreement was entered into has not been provided in the park. <p>If you wish to seek a rent reduction on these grounds, you may either discuss this with your park owner or commence the dispute resolution process (as described in part 5 of this document) by issuing the park owner a dispute negotiation notice.</p> <p>Where a dispute regarding a site rent decrease cannot be resolved, the home owner may apply to QCAT for an order reducing the site rent.</p> <p>When considering whether to order a reduction in site rent, the tribunal will likely consider the site agreement, the home owners information document, any relevant advertising made available to the home owner by the park owner before entering the site agreement, and any other documents the tribunal considers relevant.</p> <p>Any terms of a site agreement which purport to prevent you from seeking a reduction in site rent where there is a decrease or reduction in the standards, amenity or community facilities or services are prohibited.</p>

Part 4 – Responsibilities of home owners and park owners in the residential park

4.1 Home owner responsibilities

What are a home owner's responsibilities in a residential park?

Home owners under a site agreement must comply with their responsibilities under the Act. These responsibilities are taken to be terms of the site agreement.

By signing the site agreement, the home owner(s) agree to:

- Use the site as a place of residence only.
- Use the residential park's common areas for purposes associated with residential use only.
- Not use the site or common areas for an illegal purpose or allow guests or tenants to do so.
- Comply with the following **behavioural standards** in **section 105** of the Act and ensure, as far as reasonably practicable, that tenants and guests comply with the standards:
 - Respect the rights of other home owners and other persons in the park.
 - Do not unreasonably interfere with, or allow interference with, the reasonable peace, comfort or privacy of another home owner or resident.
 - Respect the right of the park owner and their representatives to work in an environment free from harassment and intimidation.
 - Do not act in a way that adversely affects the occupational health and safety of a person working in the residential park.
- Pay the park owner the site rent and other charges payable under the site agreement (e.g. utility costs if separately measured or metered).
- Not intentionally or recklessly damage or destroy the park's common areas or communal facilities or allow guests or tenants to do so.
- Maintain the manufactured home in a reasonable state of cleanliness and repair so it is fit to live in.
- Comply with the site agreement and park rules.

What happens if breach my responsibilities as a home owner?

If you are in breach of your obligations under your site agreement the park owner may, depending on the nature of your contravention, take actions including:

- Issuing you a notice of your contravention; or
- Initiating a dispute under the staged dispute resolution process in the Act; or
- Applying to QCAT to have your site agreement terminated.

A park owner cannot impose a monetary penalty on a home owner for breaching their site agreement. Any terms of a site agreement which seek to do so are prohibited.

<p>4.2 Alterations to the manufactured home</p>	<p>Can I make alterations to the external appearance of my manufactured home?</p> <p>Under the Act, a home owner must seek written approval from the park owner before making external alterations that are visible from the outside of the manufactured home.</p> <p>The park owner cannot unreasonably refuse to give approval for an external alteration.</p> <p>If you believe the park owner has been unreasonable in refusing to approve an external alteration to the manufactured home, you can seek to resolve the issue using the staged dispute resolution process described in part 6 of this document.</p> <p>Do I need approval to make alterations to my manufactured home which are not visible from outside?</p> <p>Typically, you do not need park owner approval to make alterations to your manufactured home which are not visible from outside. Site agreement terms which require you to seek park owner approval for these kinds of alterations are prohibited under the regulation, and not enforceable.</p>
<p>4.3 Reletting the manufactured home</p>	<p>Can I rent out my manufactured home to tenant?</p> <p>Under the Act, you may only rent your manufactured home to another person where you are permitted to do so in your site agreement.</p> <p>If you intend on letting your manufactured home, or may wish to do so in the future, it is important to ensure your site agreement will allow it.</p> <p>If your site agreement does allow letting, and you rent the manufactured home to another person, you must notify the park owner of the tenant's name, and the period of the tenancy as soon as practical.</p>
<p>4.4 Park owner responsibilities</p>	<p>What are the park owner's responsibilities in a residential park?</p> <p>Park owners under a site agreement must comply with their responsibilities under the Act. These responsibilities are taken to be terms of the site agreement.</p> <p>By signing a site agreement, the park owner acknowledges their obligation under the Act to:</p> <ul style="list-style-type: none"> • Take reasonable steps to ensure home owners and their tenant always have access to their site and reasonable access to the common areas. • Maintain the common areas and communal facilities in a reasonable state of cleanliness and repair so that they are fit for use by home owners and their tenants. • Be reasonably available or have a park manager available to home owners and their tenants at reasonable times for consultation regarding park operations, including the supply of utilities. • Ensure continuity of supply of utilities to the park and sites to the extent it is within the park owner's control. • Comply with the following behavioural standards: <ul style="list-style-type: none"> - respect the rights of home owners and other residents of the park

	<ul style="list-style-type: none"> - not unreasonably interfere with, or allow interference with the reasonable peace, comfort or privacy of a home owner or other residents - take reasonable steps to ensure a home owner or other resident, or their guest, does not interfere with the reasonable peace, comfort or privacy of another home owner or resident - use the park owner's best endeavours to ensure each home owner or resident lives in an environment free from harassment and intimidation - not unreasonably restrict the right of a home owner or other resident to autonomy over their personal, financial or other matters or possessions - not unreasonably restrict a home owner or other resident from exercising self-reliance in matters relating to their personal, domestic or financial affairs - give a complete response to correspondence from a home owner, resident, or their representative, within 21 days of receiving the correspondence if the correspondence is considered 'relevant correspondence' under the Act, and the park owner has not given a previous response to it under the Act. <ul style="list-style-type: none"> • Comply with site agreements and park rules. • The park owner must take reasonable steps to ensure a home owner has quiet enjoyment of the home owner's site in the park and the common areas. • The park owner, or park manager must not interfere with the reasonable peace, comfort or privacy of a home owner in using the home owner's site in the park, or the common areas. • The park owner must ensure an emergency plan is prepared for the park, providing for the emergency procedures including an effective response to an emergency, procedures for evacuating home owners and other residents from the park, notifying emergency services organisations at the earliest opportunity, arranging for medical treatment and assistance, and effective communication between the person authorised to coordinate the emergency response and home owners. • The emergency plan must also provide for the testing of the emergency procedures, including the frequency of testing, and information, training and instructions to the home owners and other residents of the park about implementing the emergency procedures. • The park owner must ensure that emergency vehicles (e.g. ambulance, fire and police) have ready access to the park in an emergency at all times, unless the park owner has a reasonable excuse. • The park owner must not restrict a visitor in visiting a home owner or other resident at a site or in a common area of the residential park if they are providing, or intending to provide, a health or community service to a home owner or other resident and they are suitably qualified to do so. This includes medical services, ambulance services, community care service, welfare services or services delivering medicine or providing transport to a person incidental to another health or community service.
--	--

	<ul style="list-style-type: none"> • The park owner cannot restrict other visitors unless the park owner has a reasonable excuse, such as where a visitor was interfering with the reasonable peace, comfort or privacy of another home owner (or resident). • The park owner must not unreasonably interfere with a home owners right to participate in a home owners organisation. • The park owner must maintain a noticeboard in a prominent position within the common areas and allow home owners to read the board and place notices or other material relevant to the park on the board. • The park owner must ensure trees in common areas are maintained so they do not pose a danger to any person or property. Maintenance of trees on an individual site is subject to negotiation between the home owner and the park owner and should be included as a special term of the site agreement. • The park owner must establish and maintain reasonable and accessible mail facilities at the park. • If there is a change in the business hours contact telephone number for the park owner or park manager, the park owner must give home owners notice of the change within 7 days. • If a utility at the site is not already separately metered, and the park owner wants to start separately measuring your usage, the park owner must pay the full cost of installing the meter. • The park owner must not engage in conduct that is fraudulent or misleading in the operation of the park or in acting as a home owner's agent to sell or to negotiate the sale of a manufactured home. • The park owner must not engage in harassment or unconscionable conduct in the operation of the park or in acting as the home owner's agent to sell, or to negotiate the sale of a manufactured home.
4.5 Park owner to access site	<p>When can the park owner access my site in a residential park?</p> <p>The park owner or park manager may only enter the site of a home owner's manufactured home in the following circumstances:</p> <ul style="list-style-type: none"> • if the home owner consents to the entry • in an emergency • to read a meter situated on the site if the park owner arranges for the supply of electricity, gas or water to the site (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent from the home owner) • to carry out an inspection or maintenance of the site after giving the home owner at least 2 days' notice of the proposed entry (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent from the home owner) • to show the site to a prospective home owner (if the park owner has been appointed as a selling agent by the home owner) after giving the home owner at least 1 day of notice of the inspection (but not on a Sunday or public holiday or outside the hours of 8 am to 8 pm without written consent) • if the park owner reasonably believes the home has been abandoned under an order of the tribunal permitting entry to the site for a stated purpose.

4.6 Park rules

What are park rules?

Under the Act, the park owner may make rules about the use, enjoyment, control and management of the park.

These rules may be made in relation to:

- the use and operation of the communal facilities
- the making and abatement of noise
- the carrying on of sporting and other recreational activities
- the speed limits for motor vehicles
- the parking of motor vehicles
- the disposal of refuse
- the keeping of pets and
- other things prescribed under a regulation

You will receive a copy of the park rules alongside other precontractual disclosure information. By entering into a site agreement, you are agreeing to comply with the park rules so it is important you read them and understand them before signing the site agreement.

How can park rules change in a residential park?

The park owner may change park rules in accordance with the Act. To change a park rule, the park owner must send a notice to home owners in the residential park of the proposed change, information on how to object to the proposal, and give home owners at least 28 days to object to the proposal changes.

Can I object to changes in park rules?

Home owners may object to the proposal (or part of the proposal) within the notice period if they believe it is unreasonable and give reasons why they believe the proposal is reasonable.

If the proposal receives objections by at least 5 home owners (or a majority of home owners where there are less than 10 sites in the park), the park owner and the home owners who have objected may set up a committee called a “park liaison committee” to consider the objections. This committee is different to the home owners committee for the park. The committee should consist of a person chosen by the objectors, the park owner or the park owner’s nominee and another person agreed by both parties.

The park liaison committee must consider all objections made about the proposal and decide whether the proposal is reasonable or unreasonable. If the proposal is found to be unreasonable, the park liaison committee must change the proposal to make it reasonable.

If the park liaison committee makes a decision which is contrary to objections made about the proposal, the committee must invite the objectors to attend a meeting, notify the objectors of the proposed decision and allow the objectors to have their say on the proposed decision.

Once the decision is finalised, the park liaison committee must notify all home owners of their decision, and the notify the park owner, if the park owner was not on the committee.

	<p>What if there is disagreement about who should be on the park liaison committee?</p> <p>If the representative of the objectors, and the park owner cannot agree on the third member of the committee within 7 days, the park owner must give a non-resolution notice to all objectors. Objectors may then seek to have the matter resolved using the dispute resolution process in the Act and apply to QCAT to have the matter referred to dispute mediation.</p> <p>What if an objector disagrees with the park liaison's committee'</p> <p>If an objector or the park owner disagree with the park liaison committee's decision about the change in park rules, they can, within 7 days of receiving notice of the decision, apply to QCAT to have the matter referred to dispute mediation.</p> <p>What happens if mediation is unsuccessful?</p> <p>If a dispute about the change in park rule is not resolved through mediation, parties may apply to QCAT for an order declaring the proposal to be reasonable or unreasonable. See part 5 for more information on the dispute resolution process.</p>
--	---

Part 5 – Buying, selling and transferring Ownership of a manufactured home

<p>5.1 The process for buying / selling a manufactured home</p>	<p>What is the process for buying a manufactured home in a residential park?</p> <p>When moving into a residential park, you must enter into a site agreement with the park owner for use of the site in the residential park, and buy the manufactured home off the current owner (whether this is an existing home owner or a park owner).</p> <p>The park owner is required to give you the following precontractual disclosure documents at least 21 days before entering into the site agreement:</p> <ul style="list-style-type: none"> • The comparison document for the residential park (Form 16) • A document containing the information mentioned in schedule 1 of the Act (the Home Owners Information Document) • A copy of the proposed site agreement (Form 2) <p>The buyer can waive their right to a 21-day precontractual disclosure period and reduce it down to 7 days where they have received independent legal advice from a Queensland Lawyer about entering into the site agreement and sign a precontractual disclosure waiver (Form 1C).</p> <p>What is the process for a home owner selling a manufactured home in a residential park?</p> <p>To sell a manufactured home, the process is as follows:</p> <ul style="list-style-type: none"> • The home owner provides notice of their intention to sell the home to the park owner(form 15) • The park owner provides the home owner notice of whether they offer selling services, and what the site rent will be for the home under a new site agreement.
--	---

	<ul style="list-style-type: none"> • The home is marketed by the home owner (seller), their agent, or the park owner acting as the seller's agent under a selling authority. • When a buyer is identified the buyer and seller commence the process to enter into a sale agreement for the sale of the manufactured home, and the seller provides the buyer's name and contact details to the park owner (where the park owner isn't the selling agent). This sale agreement cannot be completed until the buyer and park owner have entered into a site agreement. • The park owner must provide the precontractual disclosure documents to the buyer, and cannot enter into the site agreement until the end of the precontractual disclosure period. • Once a site agreement has been entered into, the sale agreement can complete, and the buyer becomes the home owner for the manufactured home subject to a cooling-off period during which they can change their mind and terminate the site agreement and sale agreement. For more information on cooling-off periods, see section 6.9 of this document. • After signing the site agreement, the park owner must provide a copy of the site agreement to the home owner within 10 days. <p>Where the owner of the manufactured home is the park owner, the requirements to provide the park owner with notice of intention to sell, and notice that the home has been sold to a buyer, do not apply.</p> <p>Under the Act, a park owner cannot unreasonably refuse to enter into a site agreement with the buyer of a manufactured home. Disputes over whether a park owner has unreasonably refused may be resolved using the dispute resolution processes provided for in the Act as described in Part 5 of this document.</p>
<p>5.3 Particular terms must be the same new site agreements</p>	<p>Do I receive the same site agreement as the seller when buying a pre-owned manufactured?</p> <p>When buying a manufactured home off an existing home owner, you will enter into a new site agreement with the park owner for the residential park, and this may include different terms and conditions such as a different starting site rent, or differences to how site rent can increase. It is important that you read, understand, and are satisfied with your site agreement with the park owner.</p> <p>However, under the Act, the park owner must ensure that particular terms of a site agreement are the same as the earlier site agreement between the seller and the park owner.</p> <p>Terms which must be the same are:</p> <ul style="list-style-type: none"> • The utilities included in the site rent payable for the site (unless this was subsequently modified in accordance with the Act) • The communal facilities, services and other amenities including in the site rent payable for the site • Any matters prescribed by regulation. <p>What if I don't want the same terms as the previous site agreement?</p> <p>The buyer and park owner can mutually agree to vary the terms mentioned above by signing a notice which specifies what the original terms were, and stating what the new terms of the site agreement are.</p>

5.4 Buyback and site rent reduction scheme

What is the buyback and site rent reduction scheme?

In residential parks, home owners who are experiencing difficulty selling their manufactured home may be eligible to use the buyback and site rent reduction scheme in the Act.

Under this scheme, eligible home owners will be required to pay less site rent if their home hasn't sold 6 months after they opt into the scheme, and where their home has not sold within 12 months of opting-in, the park owner must purchase the home at market value.

Who is eligible to join the scheme?

The scheme applies to homes purchased on-site, and not relocated onto the site by a home owner or a former home owner.

A home owner can 'opt in' to the buyback and rent reduction scheme if:

- their home has been on the market for 6 months and hasn't sold
- the home is vacant; and
- if the park owner has indicated they offer selling services, they have been appointed to sell the manufactured home under a selling authority.

Once the home owner joins the scheme, the home owner and park owner must establish a resale value for the manufactured home. **How is the market value of the home determined for a buyback?**

Within 14 days of the home owner opting into the buyback and site rent reduction scheme, the home owner and park owner must agree on a resale value for the eligible home.

If the home owner and park owner cannot agree on the resale value of the eligible home, they must jointly appoint a valuer to determine the resale value of the home.

If the manufactured home does not sell, the home owner and park owner must reconsider, and agree on, the resale value, or appoint a valuer to re-estimate the resale value at the following points:

- 6 months after opting into the scheme
- 9 months after opting into the scheme.

Where the home owner and park owner cannot agree on a registered valuer, the park owner must notify the chief executive of the Department of Housing and Public Works, who will nominate a valuer within 14 days of receiving the application.

What are the benefits of the scheme?

If the home hasn't sold, site rent must be reduced by 25% six months after joining the scheme.

If the home hasn't sold, twelve months after joining the scheme (18 months from the home going on the market), the park owner must buy back the manufactured home at the agreed resale price.

Can the park owner seek an extension on requirements to buyback a manufactured home?

There are mechanisms for the park owner to seek extensions on this timeframe, including:

	<ul style="list-style-type: none"> • A once-off 6-month extension where the <u>park owner has made all reasonable attempts</u> to sell the manufactured home, and the extension would not be unfair to the home owner. • A repeatable extension where the buyback requirements <u>would cause undue hardship for the park owner</u> and the extension would not be unfair to the home owner. <p>What is the process for joining the buyback and site rent reduction scheme?</p> <ul style="list-style-type: none"> • You provide notice to the park owner when you start selling your home. • If the park owner provides selling services, you must appoint them to sell the manufactured home. Otherwise, you may sell the manufactured home yourself or with an agent*. • Where the home is vacant, and hasn't sold for 6 months, you must provide notice to the park owner that you want to join the buyback and site rent reduction scheme. If the park owner did not previously provide selling services, they have a second opportunity to take over selling the manufactured home. • You and the park owner must agree on a market price for the home, or have a registered valuer appointed to value the home, with this price redetermined at the required intervals (6 months and 9 months after joining the scheme). • 6 months after joining the scheme, you site rent must be reduced by 25%. • 12 months after joining the scheme, the park owner must buy the home at the agreed value. <p><i>*Note: Home owners may sell their manufactured home themselves at any time. However, the time you spend trying to sell the home will only count towards eligibility for the buyback and site rent reduction scheme where the park owner does not provide selling services.</i></p>
<p>5.5 Assigning your site agreement to relatives</p>	<p>What is assignment?</p> <p>Under the Act, a home owner may assign their interest in a site agreement to another person where the other person is a relative of the home owner, and the park owner consents to the assignment.</p> <p>Where this occurs, the existing site agreement continues and the family member who is assigned the agreement adopts all of the rights and obligations of the home owner under the site agreement. This is called assignment.</p> <p>Who is a relative for the purpose of assignment?</p> <p>Under the Act, a "relative" includes the home owner's spouse, child, stepchild, parent, step-parent, sibling, step-sibling or half sibling.</p> <p>What are the benefits of assigning a site agreement?</p> <p>Assignment may be beneficial where entering into a new site agreement with the park owner may result in an increase in site rent, or different site rent increase terms that may be undesirable to the person assigned the site agreement.</p> <p>For example, assigning a site agreement might be appropriate where a couple are living in a manufactured home but only one of them is a party to</p>

the site agreement. Assignment would allow the other member of the couple to adopt the home owners interest in the site agreement without needing to enter into a new site agreement.

How do I assign a site agreement?

To assign a site agreement to a relative, the assignor (person transferring the site agreement) and assignee (person receiving the site agreement) must each sign 2 copies of the form of assignment and provide these to the park owner along with a notice asking the park owner to consent to the assignment.

The form can be found on the Department of Housing and Public Works website at <https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/forms>

The assignment has effect only if the park owner consents. Where the park owner consents, they must sign both copies of the form of assignment and give them to the assignor.

If the park owner refuses to consent to the assignment, they must return both copies of the form to the assignor and give the assignor notice of the decision and the reasons for it.

If the park owner does not consent to the assignment within 28 days, they are taken to have refused consent.

What happens if the park owner refuses to consent to an assignment?

If the park owner refuses to consent to an assignment (or is taken to have refused consent to an assignment) and you believe the refusal was unreasonable, you can issue a dispute negotiation notice and follow the dispute resolution processes described in Part 5 of this document.

Is assignment necessary for beneficiaries of deceased estates?

Under the Act, the definition of home owner automatically includes a person who obtains an interest in the site agreement as the personal representative, or a beneficiary of the estate of a deceased manufactured home owner. Where this applies, it may not be necessary for the beneficiary to be assigned the site agreement to become the home owner under the site agreement.

It is strongly encouraged that you seek independent legal advice about how the law applies to your individual circumstances.

Part 6 – Dispute resolution process

6.1 Informal resolution

What are my options before formally commencing a dispute?

Home owners and park owners are encouraged to try and resolve any issues informally through polite, respectful and clear communication and agreement.

By listening to each other and being heard by each other, clearly identifying issues, considering options, alternatives and approaches, many disagreements can be resolved before they become a dispute.

An open, communicative and harmonious environment in a residential park benefits everyone. However, where informal resolution of a dispute is not possible, the Act includes formal procedures that can be followed when seeking resolution.

6.2 Formal dispute resolution processes

If informal resolution doesn't work, what is the formal dispute resolution process?

The decision-making body for residential park disputes is the Queensland Civil and Administrative Tribunal (QCAT). However, most disputes under the Act must proceed through a staged dispute resolution processes before they can be considered by QCAT. The staged dispute resolution process starts with dispute negotiation, followed by mediation, and then a hearing by the QCAT.

These processes only apply to disputes between the park owner and home owners or prospective home owners, or in home owner to home owner disputes about a home owner's right or obligations under the Act. They do not apply to disputes between people living in residential parks who are not home owners.

What is dispute negotiation?

Dispute negotiation is the process of formally setting aside time to meet and try to reach a mutually agreeable outcome.

You can initiate a dispute by providing a dispute negotiation notice (Form 11) which states the matters in disputes and nominating a time and place to meet. The other party must then respond within 7 days, and either agree to the time and place, or propose an alternative.

A dispute negotiation notice (Form 11) is available on the department's website at <https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/forms/>.

What is mediation?

Where parties have attempted dispute negotiation and been unable reach an agreement, a party to the dispute may apply to the registrar of QCAT to have the matter referred to mediation.

Dispute mediation is a structured conversation facilitated by an independent third-party mediator. The mediator is not there to make a decision about who is right or wrong but assist both parties in clarifying problems and help them to reach agreement about a solution.

What is a QCAT hearing?

If parties are unable to resolve the dispute during mediation, or the dispute is exempt under the Act, either party can apply to QCAT to resolve the

	<p>dispute. Home owners may also make a joint application to the tribunal if disputes arise out of the same or similar facts or circumstances. Individuals usually conduct their own case unless the tribunal allows another person to appear on their behalf.</p> <p>For more information on applying to QCAT and applicable fees visit https://www.qcat.qld.gov.au/.</p>
6.3 Disputes exempt from staged dispute resolution procedures	<p>Some disputes are exempt from the staged dispute resolution process and may proceed directly to hearing at QCAT without negotiation or mediation – typically in cases where there is a higher level of urgency. This includes:</p> <ul style="list-style-type: none"> • Where a park owner is applying for termination of a site agreement due to non-compliance, unremedied contraventions or other reasons. • Where a home owner seeks an extension of time for giving vacant possession of a site due to unforeseen circumstances. • Where a park owner seeks a declaration that the home owner has abandoned the home allowing the park owner to sell the home and any personal effects. • Where a park owner seeks payment of after-termination site rent. • Where a party is seeking orders related to the buyback and site rent reduction scheme. • Where a park owner is seeking permission for the park owner or manager to enter a site for a stated purpose. • Where a party is seeking an order that a stated term in a site agreement is void because it includes a prohibited term.
6.4 Breaches of the Act	<p>What if I want to report a breach of the legislation?</p> <p>If the issue relates to a possible breach of the Act, the parties can contact the Department of Housing and Public Works on 13 QGOV (13 74 68) for advice and consideration of the breach.</p>

Part 7 – Termination of site agreement

7.1 Site agreements are ongoing until termination	<p>When does a site agreement end?</p> <p>Site agreements in a residential park have no defined end point and will continue until they are terminated in accordance with the Act.</p> <p>There are limited circumstances in the Act in which a site agreement can be terminated, and any provisions of a site agreement which seek to terminate a site agreement outside the circumstances prescribed by the Act are illegal.</p> <p>The different ways site agreements can be terminated are described in this part.</p>
7.2 Termination by mutual agreement	<p>Can the park owner and I mutually agree to terminate a site agreement?</p> <p>Where the home owner and park owner agree that the site agreement should be terminated, the parties to the site agreement may terminate the site agreement by completing a <i>Termination notice—by mutual agreement</i> (form 4).</p>
7.3 Termination of the site agreement by the home owner	<p>How else can I terminate a site agreement?</p> <p>The home owner may terminate the site agreement at any other time by issuing a <i>Termination notice—by home owner</i> (form 5).</p> <p>The notice must include a day, not later than 28 days after the notice is given, that the agreement is terminated.</p> <p>Where a site agreement is terminated by the home owner, the home owner is required to provide vacant possession of the land on or before the date the site agreement is terminated.</p>
7.4 Termination of the site agreement initiated by park owner due to home owner actions	<p>When can the park owner terminate the site agreement?</p> <p>The park owner may only terminate a site agreement by making an application to QCAT. An application to terminate a site agreement can only occur where:</p> <ul style="list-style-type: none"> • The home owner contravened a term of the site agreement and failed to remedy the contravention within 28 days of being given a <i>Notice to remedy breach</i> (form 6). • The home owner assaulted, threatened to assault, attempted to assault or arranged for someone else to assault a person who was lawfully in the park. • The home owner wilfully destroyed the property of others in the park or site. • The home owner used the site other than as a place of residence. • The home owner, tenant or guest repeatedly interfered with the quiet enjoyment of the park by other residents and did not comply with a <i>Notice to remedy breach</i> (form 6) issued by the park owner to stop that behaviour.

<p>7.5 Termination of site agreement initiated by park owner to use land for another purpose</p>	<p>When can the park owner terminate a site agreement to use the land for another purpose?</p> <p>A park owner may also apply to QCAT to terminate a site agreement on the ground that the park owner wishes to use the residential park land, or a part of the residential park land on which the site is located, for another purpose.</p> <p>An application of this kind must be accompanied by a document certified by the local government stating that the new purpose the land will be used for is lawful.</p> <p>This may occur, for example, if the park is being closed because the land is being converted for another form of residential or commercial use.</p>
<p>7.6 Termination of site agreement by the tribunal</p>	<p>What happens when QCAT makes an order terminating a site agreement?</p> <p>When QCAT makes an order terminating a site agreement following an application by the park owner, the order must state the day, not later than 1 year after the order is made, that the termination of the site agreement is effective.</p> <p>When making an order terminating a site agreement, the tribunal must also make one of the following orders about what happens to the manufactured home:</p> <ul style="list-style-type: none"> • An order that the home owner must provide vacant possession of the site by removing the manufactured home on or before the termination day. • An order requiring the home owner to transfer ownership and give vacant possession of the manufactured home to the park owner (this order may only be made with the home owner's consent). <p>Where a site agreement is terminated to use the land for another purpose, QCAT may also, with the home owner's consent, order that the park owner make a comparable site in the park available to the home owner.</p> <p>The tribunal may also make any other order it considers appropriate.</p> <p>In deciding what should happen when a site agreement is terminated, the tribunal must consider:</p> <ul style="list-style-type: none"> • the cost and practicality of relocating the manufactured home to another location • submissions by the home owner about whether the home owner intends to relocate the manufactured home to another location • submissions by the park owner and the home owner about whether the manufactured home should be resold in the residential park • the availability of alternative locations to position the manufactured home within a reasonable distance from the residential park • the condition and saleability of the manufactured home, and the likelihood of the manufactured home being resold in the residential park • the amount paid by the home owner for the manufactured home, and the amount of any reduction in the value of the home if the home owner is required to give vacant possession of the site • what the tribunal considers to be fair and reasonable in the circumstances.

**7.7
Compensation
for home owners
when site
agreement
terminated**

Will I be compensated if my site agreement is terminated by QCAT on application of the park owner?

When making a termination order, QCAT may also make a compensation order for the park owner to compensate the home owner for the termination of the site agreement.

In making the compensation order, QCAT may consider a wide range of factors depending on whether the manufactured home is being removed from the site, or ownership is being transferred to the park owner under the termination order.

Where a manufactured home must be removed from the site under the termination order, the tribunal may regard the following:

- the estimated costs of dismantling the manufactured home from the site
- the estimated costs of transporting the manufactured home and the home owner's personal effects to another location (up to a maximum distance of 300km)
- the estimated costs of positioning the manufactured home at another location
- the amount the home owner paid for the manufactured home
- the difference between the market value of the manufactured home if sold on site and the market value of the home if sold separately from the site
- whether the manufactured home was originally sold on site by the park owner, a former park owner or another entity involved in the development of the residential park
- the amount of any arrears in site rent owed by the home owner under the site agreement
- what the tribunal considers is otherwise fair and reasonable in the circumstances
- anything else the tribunal considers relevant.

When ownership of the manufactured home must be transferred to the park owner alongside vacant possession of the home, the tribunal may have regard to:

- the amount the home owner paid for the manufactured home
- the market value of the manufactured home if it is sold on site and the residential park remains operational
- whether the manufactured home was originally sold on site by the park owner, a former park owner or another entity involved in the development of the residential park
- if the termination order is made under section 38—the likely time and expense for the park owner to resell the home
- what the tribunal considers is otherwise fair and reasonable in the circumstances and
- anything else the tribunal considers relevant.

<p>7.8 Extensions for complying with termination orders</p>	<p>Can I get an extension on the termination of my site agreement?</p> <p>Where QCAT has made an order to terminate your site agreement, you may apply to the tribunal before the termination takes effect seeking an extension on the timeframe for complying with the order.</p> <p>When you make an application seeking an extension, the termination order is suspended until the application is decided.</p>
<p>7.9 Terminating a site agreement during the cooling-off period</p>	<p>What is the cooling-off period?</p> <p>A cooling-off period applies when a home owner enters a site agreement with the park owner. The default cooling-off period is 7 days. However, if a home owner has not been provided with the precontractual disclosure documents required under the Act, the cooling-off period is 28 days.</p> <p>How do I terminate a site agreement during the cooling-off period?</p> <p>To terminate the site agreement during the cooling-off period, a home owner must give a signed notice to the park owner and anybody who has been granted a security interest in the manufactured home. The notice must state the termination date that is within 28 days of the notice being given.</p> <p>A template for this notice, <i>Termination Notice of site agreement in cooling-off period</i> (form 3A) is available on the Department of Housing and Public Works website at https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/forms.</p> <p>What happens to the sale agreement when the site agreement is terminated?</p> <p>Where there is a sale agreement for the manufactured home entered into in conjunction with the site agreement, the sale agreement is automatically terminated, and ownership of the home reverts to the seller on the same day the site agreement is terminated.</p> <p>Will I receive a refund if I exercise my right to terminate my site agreement during the cooling-off period?</p> <p>If you terminate your site agreement under the cooling-off period, you are not liable to pay any amount otherwise payable under the site agreement and the park owner must refund any amount they have received under the site agreement within 14 days of when the agreement is terminated.</p> <p>If your sale agreement is automatically terminated following your termination of the site agreement, the seller must refund any amount paid under the sale agreement. If no security interest has been granted to a financier, this repayment must occur within 14 days of when the sale agreement ended.</p> <p>What if the buyer granted a security interest in the manufactured home to a financier?</p> <p>If the home owner has granted a security interest in the home to a financier, they are required to notify the financier that they are terminating their site agreement at the same time they notify the park owner.</p>

	<p>The financier must then, within 7 days after the ending of the sale agreement, tell the seller how much they are owed under the security interest.</p> <p>When issuing a refund, the seller first pay the financier what they are owed under the security interest, with any balance then paid to the buyer.</p> <p>The seller cannot issue the refund until they have received the necessary information from the financier (or until 7 days have elapsed from the end of the sale agreement) but the refund must still occur within 14 days from the end of the sale agreement.</p> <p>What if I wasn't provided with the appropriate disclosure documents?</p> <p>Where the home owner terminates the site agreement during the cooling-off period, and there is no sale agreement between the home owner and park owner (for example, where they moved the home onto the site) they may seek compensation from the park owner for the costs associated with relocating the manufactured home out of the residential park only if the park owner did not provide them the required precontractual disclosure information required by the Act.</p> <p>Disputes over the appropriate compensation must be dealt with using the dispute resolution processes detailed in Part 5 of this document. When considering a dispute about compensation, QCAT may consider the costs of moving the home and any personal effects, the cost of repositioning the home and repairing any damage associated with the move, as well as whether the home owner took reasonable steps to mitigate the costs of removal and relocation.</p> <p>A compensation order cannot be for more than the market value for the home.</p>
--	---

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at <http://www.housing.qld.gov.au/>

Regulatory Services (Department of Housing and Public Works)

Regulatory Services administers the *Manufactured Homes (Residential Parks) Act 2003*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works
GPO Box 690, Brisbane, QLD 4001
Phone: 07 3013 2666
Email: regulatoryservices@housing.qld.gov.au
Website: www.housing.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance to home owners and prospective home owners in residential parks in Queensland.

Caxton Legal Centre Inc.
Level 23, 179 Turbot Street
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.org.au

Seniors Legal and Support Service

Provides free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.
Level 23, 179 Turbot Street
Phone: 07 3214 6333
Email: caxton@caxton.org.au
Website: www.caxton.org.au/sails_slass

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve consumer and trader disputes and reviews administrative decisions by government.

GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Queensland Law Society

Find a solicitor
Law Society House
179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: info@qls.com.au
Website: www.qls.com.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au