

Fact Sheet 7: Prohibited Special Terms



Right where you live

Better rights for home owners in residential parks

Prohibited Special Terms in Site Agreements

In September 2017, the Manufactured Homes (Residential Parks) Regulation 2017 was enacted and there are now a number of 'special terms' that are prohibited in site agreements. A site agreement is the contract you sign with a park owner to lease the land your manufactured home stands on. If any of these prohibited terms are part of your existing site agreement, that part of your site agreement is inconsistent with the new regulation and cannot be enforced.

The types of special terms that are **prohibited** include:

Site Rent

- Calculating site rent increases in a misleading way.
- Stating site rent will not be reduced if there is a decrease or reduction in the standards, amenities or community facilities or services at the park.
- Stating that reference to the site agreement is sufficient to explain calculations for increased site rent.
- Prohibiting or preventing the park owner from reducing site rent for any reason.



Legal Obligations

- Appointing or requiring home owners to appoint the park owner as their attorney.
- Removing liability for negligence or a breach of a contractual duty of care if caused by an act or omission of the park owner or its employees, contractors or agents.
- Stating that the park owner does not warrant its sites are suitable for use as a manufactured home site.
- Claiming legislation does not affect the site agreement
- Requiring a home owner to gain the park owner's consent before complying with a legal requirement.
- Restricting or prohibiting an alteration to the manufactured home that is not visible from the exterior.
- Allowing the park owner to consent to exterior alterations/additions of a home in contravention to section 98 of the *Manufactured Homes (Residential Parks) Act 2003*.
- Requiring the home owner to give a current building inspection certificate to the Park Owner.
- Stating that the park owner may exclude a person from the residential park without having reasonable grounds for the exclusion.

Amendments to the *Manufactured Homes (Residential Parks) Act 2003*

In 2017 there were some changes to the *Manufactured Homes (Residential Parks) Act 2003*

You may be affected by its recent amendments.



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Sale of a Manufactured Home

- It is prohibited to state that if the seller assigns the seller's interest in a site agreement to a buyer, the site agreement between the seller and the park owner does not end until the buyer enters into a site agreement with the park owner.
- Giving the park owner either of the following rights, however described.
 - a right to buy the manufactured home before another person may be offered the home
 - a right to make a final offer to buy the manufactured home after all offers have been made
- Holding a seller liable for the actions of a buyer after the sale and re-assignment of the site agreement

Charges

- Requiring a home owner to pay additional charges that are not fully explained.
- Requiring the home owner to compensate or indemnify the park owner and its employees, contractors or agents for a loss not caused by them, their guest or their contractors or agents.
- Imposing a monetary penalty on a home owner if they breach the site agreement.



Please contact QMHOA for more information

Phone: (07) 3040 2344

www.arpq.org.au

The Queensland Retirement Village and Parks Advice Service

QRVPAS (formally PAVIL), situated at Caxton Legal Centre, provides information, advice and assistance on the law relating to manufactured homes

Phone: 07 3214 6333

Do you have a hearing or speech impairment?

If you are deaf, or have a hearing or speech impairment, contact us through the National Relay Service. For more information, visit:

www.relayservice.gov.au

Do you speak a language other than English?

If you need an interpreter, please contact the Translating and Interpreting Service (TIS) on **131 450** and provide them with the number you want to call

Disclaimer: This fact sheet provides information only and is not intended to provide legal advice