



Factsheet 2.

Buying a Manufactured Home

Queensland Manufactured Home Owners Association Inc.

• 12 APRIL, 2026

• V.6

• QMHOA RIGHT WHERE YOU LIVE FACT SHEET SERIES

What is a Manufactured Home in a Residential Park?

Residential Parks are housing developments built under the Manufactured Homes (Residential Parks) Act 2003 (the Act). They are often specifically designed with older people in mind and as such marketed as 'over 50s lifestyle resort'. However, in addition to these purpose-built developments, there are also mixed parks with both manufactured homes and caravans, and holiday parks with mainly caravans and a smaller number of manufactured homes.

Regardless of the type of park, owning a Manufactured Home Park is not the same as owning a conventional house.

Did You Know?

- Manufactured homes are subject to their own unique legislation.
- You do not own the land the manufactured home is on. You will have one contract for purchasing the home and another contract for renting a site from a park owner. These are two separate transactions.
- You only have limited influence over how the residential park is managed and operated. You are also required to abide by prescribed rules.
- In certain limited circumstances, the park owner can terminate your site agreement, requiring you to remove your home and vacate your home site.

The Purchase Process

You can buy a new manufactured home from a park owner, or you can buy an existing home from a current home owner, sometimes with the park owner acting as an agent for the seller. Either way, two separate legal transactions are involved. The first legal transaction is purchasing the home. If you buy a new home, your contract will usually carry certain warranties regarding building defects.

If, however, you buy an existing home from a previous home owner, it may not be covered by any warranty. If you are considering purchasing an existing manufactured home, it is recommended that you obtain legal advice about the purchase contract, and any warranty that may or may not apply.

It is also strongly recommended that you obtain a Building & Pest Report before finalising the sale.

The second legal transaction is a site agreement which allows your home to occupy land in the residential park. This will usually be a new site agreement with the park owner.

The Act now provides only limited circumstances where the site agreement in force with the seller can be assigned or transferred on the same rent and conditions to a close relative.

Queensland Manufactured Home Owners Association Inc.

The Purchase Process cont.

However, all new site agreements must still contain certain same terms such as for utilities that had been included in the site rent payable, communal facilities, services and amenities included in the site rent.

At least 21 days before entering into a new site agreement, you must be provided with the precontractual disclosure documents for the park including:

- 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)

The buyer can waive their right to a 21-day precontractual disclosure period and reduce it down to 7 days, provided they have received independent legal advice from a Queensland Lawyer about entering into the site agreement and sign a precontractual disclosure waiver (Form 1C).

- A copy of the 'Park Rules' and any proposed changes to those rules.

Site Agreements

A site agreement covers all the terms and conditions for occupation of the land that you will rent, including the obligations and responsibilities of each party and how site rent is to be varied. It contains both standard and special terms.

Site Agreements cont.

Standard terms - are conditions outlined in legislation and included in all site agreements.

Special terms - relate to an individual residential park and are not prescribed by legislation. In theory, these special terms can be negotiated, however each park is different and as such, you may need to get specific advice about what obligations these special terms impose before you sign a contract.

It is important to note that a wide range of special terms are now prohibited under the Manufactured Homes (Residential Parks) Regulation 2017 - for specific information, see **'Fact Sheet 7: Prohibited Special Terms'**.

Legal Advice

Before making a final decision to buy a manufactured home, everyone should seek help from a lawyer who is familiar with the Manufactured Homes (Residential Parks) Act 2003 and the Manufactured Homes (Residential Parks) Regulation 2017, to get advice on any potential issues, contractual rights and obligations, and general information about living in a residential park.

It is also advisable to obtain financial advice on the impact site rent increases may have on future income.

Considerable caution is exercised when buying a conventional house because of the magnitude of the decision. The same **caution** needs to be exercised when buying a manufactured home.