



Factsheet 7.

Prohibited Special Terms

Queensland Manufactured Home Owners Association Inc.

● APRIL, 2026

● V.5

● QMHOA RIGHT WHERE YOU LIVE FACT SHEET SERIES

Prohibited Special Terms in Site Agreements

Before signing a site agreement, the home owner should also ensure they thoroughly read and understand the special terms that have been included in that part of the agreement. **They should seek legal advice or further specific information in writing** from the park owner if any aspect is not perfectly clear or they are concerned about any of the special terms.

Since 2017, the Manufactured Homes (Residential Parks) Regulation 2017 has listed a significant number of 'special terms' that are prohibited from inclusion 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 appear as part of your existing site agreement, they cannot be enforced.

Prohibited Terms

Site Rent

- Calculating site rent increases in a misleading way.
- Stating that 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.

Site Rent cont.

- Prohibiting or preventing the park owner from reducing site rent for any reason.

Incorrect 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.

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Prohibited Terms cont.

Incorrect Legal Obligations cont.

- 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.



Right where you live

Better rights for home owners in residential parks

Sale of a Manufactured Home

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

Added 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.



For further information:

QMHOA Website:

www.qmhoa.org.au

Phone enquiries: 0468 458 625

Not a member, please join us:

www.qmhoa.org.au/register/

**Queensland Retirement Village
and Parks Advice Service**

(QRVPAS): Phone 07 3214 6388

Caxton Legal website:

www.caxton.org.au/

Phone: 07 3214 6333

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