

**From:** [Carole & Kevin Brotherton](#)  
**To:** [Residential Land Lease Communities Review](#)  
**Subject:** Fwd: Comments for Consideration Under the RLLC Act Review  
**Date:** Saturday, 20 February 2021 10:07:23 AM

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## UTILITY CHARGES

In respect of the 'on-supply' of electricity and gas to a home owner, an operator MUST NOT be permitted to make a profit. The charge for such services should be no greater than that paid by the operator to the service provider.

For metered services the 'rate of charge per unit used' by each home owner in the facility should be based upon the latest bill paid by the operator, and the 'per unit rate' should be calculated by dividing the total cost of that bill for the whole facility, by the total number of units used by the whole facility.

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## RENT INCREASES

An annual rent increase MUST NOT include any component relating to the cost of capital works already undertaken or planned.

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## SITE AGREEMENTS

An operator MUST NOT be permitted to refuse to assign a current lease where that lease is similarly worded to the majority of other leases in the facility.

Provision should be made for a Site Agreement to be amended rather than replaced by a new Agreement. Examples where an amendment would be appropriate include:

- to provide details of the method for calculating utility charges
  - to provide details of a Special Levy which has been approved by residents
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## **AN OPERATOR ACTING AS A SELLING AGENT SHOULD**

- act honestly, fairly and professionally
  - not mislead or deceive any parties in negotiations or a transaction
  - exercise reasonable skill, care and diligence
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