Statutory Review of the Residential (Land Lease) Communities Act 2013.

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The Act aims to:

- improve the governance of residential communities
- set out particular rights and obligations of operators of residential communities and home owners in residential communities
- enable prospective home owners to make informed choices
- establish procedures for resolving disputes between operators and home owners
- protect home owners from bullying, intimidation and unfair business practices
- encourage the continued growth and viability of residential communities in the State

Are these aims still relevant to residential land lease communities?

These would be if Fair Trading were adequately funded and had the authority to force compliance when any one raised concern in their park.
The last objective has been exceptionally successful for the companies including the [redacted] *Both in NSW America and QLD this company has, and continues to raise rents/site fees, and reduce all but the most basic services.*

Why is there no objective to provide legislative protection for homeowners as was the case in the RP Act?

Has the Act been effective in delivering its objectives?

*It has certainly **not done so** for homeowners.*

Should the objectives of the Act be expanded or updated to reflect the changing nature of land lease communities?

*What is meant by the changing nature of land lease communities? Are you refereeing to the fact that parks are being bought by large companies that in many cases are not operators but developers? The vast majority of those living in residential parks, live in what are in fact still caravan parks. This is so when there are no caravans remaining. This is the lifestyle we chose why must we accept changes without consultation to allow operators to force us out with excessive site fee increases**.? When companies such as the** [redacted] **let us know, that if we cannot pay, we will have to move out, has the Government considered where these tens of thousands of homeowners will go if this continues? This is in fact abuse of the elderly. If more than 30% of income is spent on housing, it is considered housing stress What does the government think up to and more than 50% is.?***

Please do not think you can rely on NCAT to protect us from these unscrupulous owner/operators. NCAT has become a court not a Tribunal. This makes it extremely difficult for homeowners or volunteer advocates to get justice. EG I was told by a member Vbrac, that photos of the appalling cracks in the road, and photos to show that the liquid that seeped up after rain left a dreadful white stain were not accepted. I was to obtain an engineer's report. As a homeowner here for 33+ years, and a volunteer advocate how is this reasonable.? I could not do so.

Is the ban on using false, misleading, or deceptive statements or promises to induce a person to enter into an agreement working effectively?

***No, it is not**. We all were and still are promised a safe secure retirement lifestyle. We were never told that the owner/operator could have the attitude that [redacted] for example has. If we cannot pay the site fees move out. The excessive fees being demanded of incoming homeowners is helping to stop many from being able to sell. There are more homes for sale at this park now known a [redacted] an at any time in the 33 + years I have lived here.*

Does the current disclosure statement provide enough information to help prospective home owners make informed decisions about buying into a community?
How can prospective home owners understand this document? How do they know the information provided by the operator, at this park the owner /operator is correct?

Is the disclosure statement easy for prospective home owners to understand?
***No.** advising them to see a solicitor works absolutely in the operator's favour. Solicitors have no experience in the matters of residential parks. The first thing they ask for is the title deeds. There are no deeds. It is also an additional cost.*
***If** they were told to contact an adequately funded Department of Fair Trading, or adequately funded Residential Park Tenancy Service, they could get relevant advice.*

The disclosure statement must be given to a new home owner at least 14 days before the site agreement is entered into. Is the disclosure statement provided at the right time?
***I do not think so**. There has been one instance that I know of where a home buyer could not move into her home, even though it was fully paid for as it was before the 14 days. She had to find somewhere to live over the weekend that she could ill afford.*

I believe the disclosure statement, and other relevant documents should be provided to any prospective home owner. They should also be provided to whoever is selling the home, except if it is being sold for a homeowner by the operator, who would have the documents.

Does the disclosure statement need to be improved?
If** the statement is accurate, I am not sure how it could be improved. I believe **all documents should be checked and approved by an adequately funded Department of Fair Trading before they may be used.
If an operator fails to provide a disclosure statement to a prospective home owner before entering into a site agreement, a penalty will apply.

Do you think the maximum penalty of 100 units ($11,000) is appropriate?
*It may be for a family-owned park. It is not for a foreign company such as [redacted] They now have countless parks in NSW QLD I understand they are buying in SA. They paid 8.1 million dollars for a park in [redacted] what a **paltry sum** for a company such as this. It is no wonder they ignore all legislative protections for homeowners, at this and other parks. All moneys collected are sent to America. Is the government going to continue to allow the sale of parks to over- seas buyers? Other large companies are also buying up many more parks.*

Are you aware of home owners not being provided with the correct written site agreement?
Yes, but not at the park I live in. Unscrupulous new agreements, that are correct, but not negotiable is what is happening here.

Does having a standard site agreement work well?
***If** anyone were offered a Standard form site agreement, I believe it would work well. Everyone at this and all other parks that I am aware off are only offered a CCIA, MHIA,*

LLCIA, Site agreements. These are on dark coloured paper. They start with the standard form, then continue in numbered sequence with as many additional terms as the standard form. These terms are meant to be negotiable. All owners/ operators I have known around the state, assures me they are. ***They add however*** *if they do not agree to the terms, they will not be given an agreement. Even if new homeowners could understand the implications of these agreements, and many would not, they have no choice if they have already agreed to buy from a home owner and or need to leave the home, they are in.*

Should the list of prohibited terms in a site agreement be changed?

Yes. There should be many more prohibited terms. Most additional terms in the industries agreements are detrimental to the home owner. They protect the owner/operator. Examples "The social media term" Home Owners must be permitted to voice their opinion on problems at the park. Another "any terms that require a home owner to maintain the site infrastructure, that belongs to the operator.
There should be no more than 10 to 12 additional terms.

Have you looked at the communities register?

Yes. This register was one of the few, I believe, changes from the RP Act to the R(LL)C Act that advantaged home owners. Of course, the operators have not been compelled to include any of the legislated information in the register for this park, not by the current or previous, operators.

What information should be included on the public register and how should it be presented?

The information that has been required since 2015. Plus, the number of parks, the operator owns and or operates in Australia and overseas. Legislation is useless unless enforced and who will enforce this?

Would you like to answer questions about site fees or skip to the next section?*

I want to answer the questions.

Should the Act continue to allow for both the fixed method and the notice method of site fee increases, or just one method?

Only increase by notice *should be the method. I was excited at the thought of having a fixed method. That is until I realised just what was demanded in the non-negotiable agreements.*

Should there be restrictions on the way site fee increases are calculated under the fixed method?

Yes. *If fixed method agreements are to remain. Fixed methods should be limited in proportion to the CPI. Any-one can see the way they have been used at Kincumber. Using the standard form Fixed Term agreements the owner/operator introduced included an increase in* ***all categories.*** *NCAT ruled only the lowest term was to be used. The owner/operator has appealed the decision. I do not as of today the 23rd[of] February know the outcome of the appeal. In any case even having issued such agreements for unsuspecting home buyers to sign shows what owners/operators are capable of. It also highlights the overwhelming imbalance of power between owner/operators and prospective home owners.*

Should site fees only be increased once per year, whatever method is used?

Certainly not more than once. I favour a longer period. The stress on too many elderly vulnerable home owners is nearly intolerable, waiting to see how much more in site fees will be demanded. In this park shortly before XMAS each year. Well over the 25% in fact up to 60% of home owners have indicated they think the increase is excessive for this and the previous two years at [redacted]

Should there be any grounds for a fixed method site fee increase to be challenged in the Tribunal?

***Most definitely**, if there are to be fixed terms, there must be a means to challenge the agreement. Many home owners are just not aware of the ramifications of what they have agreed to, until they have already bought the home and are living in the park. The fact that NCAT has become extremely difficult for the lay person to challenge the operator means I believe that there must be a less formal and prompt way to settle any dispute. Again, I stress there must be an adequately funded compliance Department of Fair Trading to oversee all agreements. Preferably **before** the owner /operator is permitted to issue them.*

Is the process of resolving disputes over site fee increases by notice working effectively?*.*

*Having a percentage agree the increase is excessive and a community application allowed is much better than for example 188 separate applications. The requirement for 25% is too high for many parks that have few home owners. Explanation for Increase by Notice. A "notice of site fee increase", must set out the **cost**s that are **relevant** to the increase, the **amount** the costs have **increased** since the last increase, & how the **costs have been apportioned.***

***The "Notice of site fee increase" should be in an approved form** & that form must be used.*

*In addition, the difficulty is in getting justice at NCAT due to the Tribunal being more and more like a Court. Also, even when the operator has been refused permission to have a solicitor represent them, members allowed them to sit behind them, and in fact run the case., before Covid- 19 closed the hearing rooms. **Another serious impediment** for those volunteers advocating for home owners is the refusal for NCAT to allow the matters to be heard on the papers. The insistence on hearings being held by phone. This obviously puts a single advocate at a serious disadvantage, in comparison to the respondent with solicitors & note takers being present. As an example, I do not have a*

suitable phone, and must rely on someone being willing to use their phone at my home.

Should there be changes to the grounds for challenging site fee increases by notice?

Yes changes must be made.

Projected *increase in outgoings & operating expenses* ***must be removed*** *as it is unfair, and there is no mechanism to ensure the increase in costs did occur in the relevant 12 months.*

Conduct of the operator must be included as too many operators fail to comply with relevant legislation.

Also, ***proof*** *must be required by the owner/operator to justify any increase. If they do not want to provide proof the increase must be denied.*

This proof must have their alleged increase in costs from the previous increase, clearly set out in the Notice of Site Fee Increase. ***These costs must pertain to the lawful costs.***

Tax deductable items should not be used to double dip.

Other costs not relevant incurred by owner/operators that must not be passed onto home owners in increased site fees are ***Capital expenditure*** *that includes, amounts spent to acquire or significantly improve long term assets such as land, equipment, buildings furnishings and fixtures. These include painting or repairing common property buildings, acquiring, or replacing fixtures and fittings that are part of common property. repairing or improving common property to increase the value of buildings.*

Office and computer equipment, tools and equipment used by maintenance staff are ***Capital Cost****s.*

The Act should stipulate what are Items of ***capita****l or* ***capital asset,*** *capital* ***maintenance*** *and* ***capital replacement*** *so that these cannot be used to increase site fees.*

Adding maintaining & improving capital assets is the responsibility of the owner/operator Capital assets are not owned by home owners but are provided for their use as part of the community in in exchange for the payment of

site fees. Capital assets should be maintained replaced or improved by the owner/operator from recurrent charges.

When deciding site fee disputes, should the factors the Tribunal considers be expanded or changed?

***Yes**, the value of the land has no bearing on the increase in cost of operating the park.*
The range and level of site fees has no bearing on the operators costs and should not be considered. As the increase in costs if any are incurred by the owner/operator these are the same for every site. Therefore, the increase must be the same for every site. Percentage increases only widens the gap, thereby allowing a further increase in the "Market" artificially set by the operator and is always factored into site fee increase.
The Tribunal should have full discretion to determine if a Site fee increase is excessive. They must not be limited by s 73 (4).

Are the rules for deciding 'fair market value' fair?

*I cannot see how they **could possibly be more unfair**. For any Government to allow park owner/operators to use **"Market"** that they themselves set is unconscionable. This is the worst aspect of the matters accepted by some Tribunal Members.*

Have you entered into an agreement with an operator/home owner that included a voluntary sharing arrangement?

No. Had I entered an agreement in 1988, the owner/operator would have made an extremely unfair wind fall profit under the current legislation. The costs of the additions and improvements I have made to my home would not be considered. A carport, extended veranda, shutters, blinds, parquetry flooring, established garden, + the upkeep. The cost of the increase in consumer price index is also not considered nor is the ever-increasing site fees paid by the home owner. The site fees when I had my home installed in [redacted] then known as [redacted]

[redacted] *was $73 per week but if paid by Saturday morning was $63 per week. I have paid for this site , no matter the increase in the land value, many times over.*

Should there be neighbour-to-neighbour obligations that can be enforced by other home owners?
Certainly not. Do the operators want to remove all their obligations to the community? *How could any Government contemplate such a change.? I did not think I would ever see such a blatant divide and rule attempt, by even this operator.*

Should the laws be clearer on whether ongoing maintenance of a residential site, or certain aspects of a site, is the responsibility of an operator or a home owner?
How is it that the majority of home owners in residential parks/ caravan parks, that were established up to or more than 40 years ago look like having rights changed, from those we understood on entry? I was very sure of what were and are my responsibilities, and that of the then and subsequent owner now operators.
As it pertains to home owners outside parks, it must continue to be the same in parks. Any repairs past the meter are the home owner's responsibility, anything leading to the meters is the operator's responsibility in the park, or outside in the general community the Council or utilities provider. If the onus is transferred to home owners, it will be a dreadful imposition. In all probability many home owners would be forced to sell. Who would buy the home with such a liability? The owner/operator of course. They win again.

Are the laws clear on rights and responsibilities relating to repairs and maintenance of the home and alterations, additions and replacement of the home?
They are clear to me. Too many home owners never bother to read their agreements, learn the Park Rules., they *throw newsletters even their Notice of Site Fee increase in the bin*

beside the mail boxes. Too many rarely check their mail. I use yellow paper when I want to impart knowledge etc. Many then take notice of the yellow paper.

Should there be changes to the laws on repairs and maintenance of the home, and alterations, additions and replacement of the home?

There certainly should be a major change. *My original agreement, and many still have them, was a tenancy agreement. A few years ago, I signed a Residential Site Agreement. The new agreements now prevent the replacement of our homes on the site we rent. This extremely disadvantages us if our homes were destroyed in a fire, storm, and in some park's floods. The insurance would not cover a replacement in the general community, because first we would have to buy the land. This would also prevent us from replacing an old home, maybe the only one we could afford at the time with a new one. Operators benefit from this substantially. They may then install a home that they can sell at a huge premium. No - one can any longer buy a home and have it installed as I and those in the middle section of this Park did years ago. Only homes sold by the owner/operator at a very large premium, were permitted in stage 3 and when stage 1 was redeveloped. This is also the same practice in many parks throughout the state. The home owner has a site agreement. If they for any reason want to replace the home, they own with another of their chose, they must be permitted to do so.*

I do think that it is essential that all home owners obey the relevant legislation their site agreements and park/community rules. This park has more and more home owners who are letting their homes and sites become so vermin invested and filthy that home care employees and or nurses will not enter them. The neglect makes it very hard for the majority who do comply. These sites make it hard to sell a home, who wants to pay massive site fees to live beside these. [redacted] especially is

notorious for increasing site fees but reducing staff, and letting common areas become run down. In many common areas of this park vermin infested. This is happening in many parks in NSW QLD and America.

Are the laws on special levies useful or are upgrades usually funded by site fee increases?

Special levies were introduced in the current legislation. I believe a levy for major improvements is essential. Operators should not be permitted to improve their assets, and then require homeowners to pay for them in ever increasing excessive site fees. In the older parks many home owners have lived there for many years. Many are elderly on limited incomes. In fact, no increase in pensions this year. These are often-old parks, with few amenities and or facilities are being bought by what have become developers not operators. Clearly in newer parks if 75% of sites occupied by home owners vote for additional amenities or facilities a levy is an excellent way to get them. When these asset costs are factored into site fee increases, these costs are recouped many times over.

Are the rules of conduct adequate and are they having the intended effect of ensuring appropriate conduct by operators?

The rules of conduct are most certainly not ensuring appropriate conduct by operators. It is not that the rules of conduct are not adequate, it is that there is no over sight or compliance mechanism. Home owners have their obligations specified and we must comply. Operators simply ignore them, here and at other parks.

Should the rules be expanded to cover other issues?

No number of new rules whatever they are will make any difference until there is a simple way to force compliance.

New operators must complete mandatory education within 30 days of their name being listed on the register. Are the operator education requirements effective?

Fair Trading has not since 2015 ensured that any requirements are put on the register. The last time I checked only the name of the park was on the register. If the owner [redacted], who is also the operator, has had their employees educated, it does not flow through to their actions. Nothing compels them to comply with site agreements park rules the R(LL)C Act or any other legislative requirements. This will continue until the Department of Fair Trading is adequately funded and given Authority to police their actions.

Who is required to me educated? The park operators have so many employees above the community manager, asset managers directors plus in the American Head office. Any time one looks like being responsible they are promoted, or they disappear.

Can you suggest other ways to improve new operators' understanding of their role and responsibilities under the law?

An adequately funded, Department of Fair Trading. With the Legislative authority to compel compliance. With well trained staff to do so.

More and more parks are being acquired by large companies. [redacted] that has bought this and dozens of other parks in NSW and QLD. They are moving into SA I believe.

The questions in this review appear to think, that park ownership has not changed. Clearly it is much easier to train small owner/operators, than the massive companies continuing to acquire parks since the current legislation has given them so much power. There are many employed above community manager level. The current asset manager has recently replaced the previous one who was promoted. The imbalance in power has always been a problem. The imbalance in power now is insurmountable. It

will so unless and until legislative protection is restored to home owners.

What delivery methods should be used to improve mandatory training?

Regardless of the methods used, this company [redacted] changes the personnel responsible any time it looks like we might have a chance to have them accountable. An example is a Notice of site fee increase issued on the 22nd of November 2019 was prepared by the then asset manager. He verified this at a separate hearing. This matter is still before NCAT. Surprise surprise he has been promoted, so now cannot be questioned at the hearing. An asset manager who has only had oversight since the middle of last year, long before the Notice of site fee increase was issued, is the representative for the respondent [redacted] Operations for [redacted] [redacted] Please do not suggest I could subpoena the asset manager who has been promoted, even if NCAT allowed it, the cost against such a company would be prohibited. It may need to be served in [redacted]

Did you know that communities could have community rules?

Yes.

Does your community have community rules?

Yes, although called Park Rules. These were modified by consent, and two set aside by a Tribunal.

Does your community have a community rule regarding age restrictions?

No. When this park caravan park was bought from the [redacted] applied to the Human Rights Commission for an exemption under the Anti-Discrimination Act, to give permission to only allow those over 50 or 55 to buy into the park or to live in the park. I submitted a strong detailed objection & asked the Commission not to allow the discrimination. An interim exemption was not given. [redacted] withdrew his

request for an exemption. The commission stated they did not know why he withdrew I have copies of both his and my submissions.
Fair Trading had them remove all advertising that put an age limit on who could live or buy into this and their other parks. They are still in fact limiting incoming home owners, but it is impossible to prove. In the last few years most have been well over 70,many over 85 This of course advantages the operator, as the more homes are sold by deceased estates or by those moving into care the higher, and more often the site fees are increased,
Rightly they then advertised this and other parks as "an over 50, s lifestyle" The new owners also advertise that way. It is and always has been predominately home to age pensioners. It is an over 50's lifestyle. Those who live here regardless of age accept that.

Where residents committees are in place, should they be involved in the development of community rules? Why or why not?

I do not think that owners/operators should consult any 'Committee". This is an extremely undemocratic way of seeking approval for any matter including Park Rules/community rules. The legislation requires them to "consult" the committee. The legislation does not require the majority of home owners to agree with the committee or operator.
I have never known a park rule sought by any owner or operator be suggested to help homeowners. It does appear at times to do so, but on a close look it does not. I appealed many of the last park rules issued lawfully by the then owners . With the assistance of the Member, and a willingness of the then employee of the industry association and myself to compromise, we agreed to the changes on all but two Park Rules. Both these extremely onerous rules were set aside by the Tribunal.

The then Committee purporting to represent us, raised no objection to any of them. Thank fully we no longer have a committee.

If there is no residents committee in place, how could residents contribute to the development of community rules?

There is now nothing to prevent any home owner, residents are not covered by the R(LL)C Act, from suggesting community rules. However very few home owners have little of idea of the legislation governing this lifestyle. Most have no idea. This has been and I believe continues to be the problem with committees. Having said that there have been and are a very few parks with knowledgeable and committed members.

Is the system of enforcement of community rules appropriate?

No. there is no enforcement of community rules at this park. Compliance/ enforcement is I believe the most important improvement that could be made for us. An adequately funded Department of Fair Trading with the powers of enforcement is urgently required.

Are community rules being used to improve life in residential communities?

No, the owner/operator does not ensure compliance with the rules that benefit all home owners . This owner/operator does not. In fact, there is no longer staff to even attempt to do so. No-one on duty now to see the few make life difficult for the majority.

Should residents committees also be required to take part in mandatory education?

Most definitely if we are to have committees.

If your community has a residents committee, is it working effectively?

Do you have any suggestions for changes to the way residents committees are established or run?

I believe the majority of home owners should vote to request a committee. If they do not do so a tiny minority must not continue to be permitted to set up a committee as has been done here for many years. and at other parks We have had the same committee members year after year volunteer to be members of the committee representing home *owners, previously called residents. Most did not even have copies of the relevant legislation.*

Over the years no committee has taken any matter to CTTT or NCAT on behalf of home owners at this park. Thankfully, there are a small number of advocates that have done so and continue to do so. The committees here have only been the third tier of management. Thank fully we no longer have one.

Other than electricity charging in embedded networks, what are your overall views on how utilities are charged under the laws?

Clearly, it is not reasonable for the owner/operator not to make a small profit when providing water to all, and to some home sites gas at this park. It was also not reasonable for them to overcharge by as much as they did before. Some compromise must be reached.

How well do the current laws on accounts, access to bills and other documents work?

Since the water electricity and gas meter readings are now sent to America, it is now nearly impossible to check costs. Before [redacted] *bought this park, all meters were read Wednesday morning and the accounts went into our mail boxes that afternoon.*

The account that went into my mail box last week was for usage over 2 months ago. Meters are now read monthly. In itself a breach of our agreements. The previous account was payable on the 13th of January I paid it on the 12th and of course have the receipt. The new account date of issue was

the 9Th of January, 3 days before the previous account was due. Therefore, the latest account shows I had not paid the previous one. I was assured last year that it would not happen again. There is no doubt it will not only happen to me but many others again. I have requested and received an accurate account. I should not have had to do so.
At another parks, even after the home owners have orders from the Tribunal the operator still refuses to provide their accounts.

Under the laws, an operator must not charge a home owner more for the use of a utility than the amount charged by the utility service provider.
What are your views on this part of the law?
I believe that this is unreasonable for the operator. However, before the Supreme court ruling owner/operators took advantage of what are mostly elderly people on very limited incomes to get excessive profits from the supply of utilities. A simple way of solving this would be to charge us at the higher usage rate rather than an average.

Which option for electricity charging do you support?

1. Embed the Reckless approach in the laws for both operators and authorised third-party retailers. Operators and third party retailers could then only charge a home owner what they have been charged by the energy provider for the electricity consumed
   Unless the method put forward by the T/U on our behalf first at NCAT then at the supreme court is not accepted this method must be retained

2 Amend the laws to allow for electricity charging that includes network maintenance cost recovery and administration costs, but does not result in a profit for the operator *This method is completely unjust for the home owners. We pay for the network charges in ever increasing site fees.*

3 Remove provisions that govern what can be charged for electricity from the laws and allow national rules to apply. The amount

charged for electricity would then be regulated by the national energy framework. *This would again seriously disadvantage home owners unless a commensurate reduction in site fees was provided. We are paying for the additional charges other than usage in site fees.*

4 None of the above. *I support Reckless with a minor change, I suggested at 1 if the method put forward on our behalf by the T/U is not accepted.*

5 Not sure *I am very sure I have indicated my view at 1,2,3, & 4*

NOTE: In the Supreme Court of NSW decision Reckless [2018] an operator is not entitled to charge a home owner more than the operator has been charged by the energy provider for the electricity consumed by the home owner. For help with this question, see the table on pages 24-25 of the Discussion Paper.

Are there other options which you think should be considered?

At the Tribunal our representatives argued forcefully on our behalf for a different method. It was not accepted on appeal. I think that the method the Supreme Court decided on is the method to use now, unless our preferred method is accepted. The tenants Union, s Solicitor that represented us has our permission and the expert witness permission to put this method to the review.

What impact would these options have on electricity bills in your community?

If 2 3 or 4 is used the cost to home owners will be prohibitive.

If your community uses another method other than the Reckless method to calculate electricity charges that has not been considered in this paper, can you describe your experience with this?

If you are an operator, what costs do you incur due to maintaining an embedded network and to what extent do you recover these?

The laws allow for discounts for residents whose amperage is lower than 60 amps, with progressively increasing discounts for lower amperage.

Are the current discounts in the Regulation appropriate?
No, they are not*. If the supply is 32 amps or more no discount applies.32 amps is the maximum received in the embedded network at this park. This prevents us from having off peak hot water as an example. It restricts some modern stoves, as there is not enough power to safely run them.*
This is also the case in the top section of this park that does not get their power from the operator. This is because when the original park owners developed that section only electricity for 32 amps was made available.

What difficulties are operators facing in managing solar systems in communities?
Very few can afford the cost. This is because I and many others would have to pay the installer to go under the roads. The cost ***if*** *we could find an installer to do so would be prohibitive. Only those in front of the main electricity substation in this park can have roof top solar. Two home owners do have it have to my knowledge. Most could have if they wished solar hot water. This would depend on the structure of the home. The company I bought my home from 33+ years ago, some years ago they assured me I could have it. They did however say where it had to be placed. I found that the savings were not enough to warrant a change from gas.*

The previous park owner [redacted] installed approx. 120 solar panels on the roof of the large amenities block. They then found these panels could not be connected to the power grid. *We of course paid for them in higher site fee increases., even though they are useless.*

Are there other types of environmentally sustainable infrastructure that is becoming common in communities?

When the bottom section of this park was redeveloped, water tanks were provided with the homes. ***However, no pumps were provided*** *to pump the water to the gardens. Many of these tanks contain stagnant water, that breed mosquitoes.*
Many years ago, this park had an excellent recycling system. This was reduced to two small bins per home site, one for green waste. Even green waste is no longer collected separately, by the previous operator and the current one.

How can environmentally sustainable infrastructure be made more available in land lease communities?
As a home owner I do not know other than recycling being reintroduced in some form again.

If you are an operator or home owner with less than 60 amps, are there any steps that can be taken to increase this level?
Only the operator could know this. I however cannot see how this could be done in fully developed parks like this one.
For future parks, the legislation must be changed. No owner/operator when developing or redeveloping a park or manufactured home estate, must not be permitted to provide less than the maximum amperage. They must be required to provide the same access to a power supply that is afforded those outside the park.

What are the greatest barriers to home owners installing solar panels?
Very few can afford the cost. This is because I and many others would have to pay the installer to go under the roads. The cost if we could find an installer to do so would be prohibitive. Only those in front of the main electricity substation in this park can have roof top solar panels. 2 have to my knowledge.

Are the laws on selling a home and protections from interference with a sale working well?

No, they are not.

Are the laws on operators who act as selling agents appropriate?
No, they are not.

Should operators continue to be able to act as selling agents?
No, they should not *be allowed to continue to act as selling agents for homes onsite. Although it is nigh on impossible to prove their interference in the sale it does and always has happened.*
No-one entering the park wants to start off by going to the Tribunal nor do those leaving. If they did they may wait 6 months or more.
Every prospective home owner must go firstly to the office. It beggar's belief that any-one would not know that they steer the buyer to homes they are selling. This is to the determent of others selling their homes. Often prospective home owners are not even aware, that there are homes being sold by advocates real estate agents or privately.

Do you have any other suggested changes to the laws about the sale of homes?
Many advocates believe that any-one selling homes should be licenced, especially operators. I do not agree. Firstly, because it would increase the cost of selling homes. Further with more and more parks being sold to big companies like [redacted] *who would hold the licence. The legislation must set out who is responsible for ensuring compliance, with all relevant legislation. This was obvious when parks were predominantly owned by individuals or families, the owner or the director of the company was. With the large companies such as* [redacted] *it is impossible to know who is.*

Should the laws be changed to prevent an operator from unreasonably refusing consent for a home owner to transfer a site agreement?
Why or why not?
Yes, due to a typing error in the R(LL)C Act there is no rights for a home owner to transfer their Site Agreement only a Tenancy agreement, Time and time again members of the current government promised to change tenancy to site, as it was clearly a typing error, again it has remained for the benefit of the operator.

Are the laws relating to the assignment of tenancy agreements working well?
Thankfully, Residential Tenancy Agreements have been transferred to the Residential Tenancies Act, as they should be. Unscrupulous park owners/operators used the section in the RP Act to threaten to give 30 days' notice to move out. Time and again this section was used to intimidate some into agreeing to move to other sections of the park or to another park at the owner's expense. This was used by the then owners of this park. Again, when this park was redeveloped by the operator.
This did not in fact refer to those who owned their home although we were called residents then.
In a park if someone rents a home and site, they are to be given a Residential Tenancy Agreement.
If someone owns their home and rents the site, they are to be given a Residential Site Agreement. All Residential site Agreements should be permitted to be assigned to the buyer. If the operator refuses permission, they should have to prove to the Tribunal why it has been refused. I believe it should be the owner/operator that should be applying to NCAT if they refuse to assign, to prove why.
The problem of course is NCAT it may take weeks if not months to have the matter heard even if an appeal could be made, as is the case at another park.

Are the laws on sub-leasing by home owners working well?

I do not believe so. Why are we only permitted to sublease our home one year out of three? In fact, it may not allow a full year, if it is let, and the lessee moves out after 3 months for example, it cannot again be leased for another 2 years. I certainly do not want the Legislation to allow for permanent rentals. I do however believe that family or friends should be permitted to stay if the home owner needs to be away from their home for any reason , as long as needed.
I do not think it should require a Tenancy agreement, rather the person should have permission to occupy the home. The home owner still being responsible for the same obligations as if they were still in the home.

Are the grounds on which an operator can end a site agreement appropriate?
I believe there are far too many grounds. All benefit the owner/operator.

Are the notice periods that operators are required to give for the different termination reasons appropriate?
I cannot put a time frame on how long before a home owner must give up their home against their will.

Are the rules on compensation working well?
I do not know having had no experience in all the years I have been an advocate for Residential Park home owners, previously called residents. Clearly if the home is only valued as a chattel, and not on the site that site fees have been paid for many years because of the area the park is situated , it could never work well for the home owner.

Are there other ways that residents and operators can resolve disputes?
I found that over many years it was possible for me to advocate on behalf of home owners previously residents with the then owners at this and other parks in NSW often without recourse to the Tribunal. It is in my experience

impossible now when dealing with the Multinational company [redacted] I believe this is also the case with other large companies. They have unlimited resources, and they are very well aware of the limited resources advocates have .

Are there barriers to accessing mediation provided by Fair Trading?
Should mediation continue to be provided online after COVID-19 social distancing measures end?
Definitely not. Not all home owners or their advocates have the equipment or know how to successfully use it.
If the home owner or their advocate wishes to ok. I and I know of others who cannot wait to get back to face to face mediation. Even more important to return to the NCAT hearing rooms, or at parks where the amenities allow for Tribunal Hearings.
This advantages the owner/operator who do have and are used to using the required equipment. It makes it easy for their solicitor to be in the room, for someone to takes notes. Impossible for advocates.

Are the Commissioner's disciplinary powers adequate?
I sincerely hope he likes having very little to do. Please inform me how many actions he has taken against operators since 2015.

Are there breaches of certain provisions of the laws that are currently not offences that should be?
I am unsure. This is not something I can speak on with Authority.

Are there any other offences that should be penalty notice offences?
Again I cannot speak on this with Authority.

Are the powers of Fair Trading investigators appropriate?

They are not in my experience. If they are to be appropriate there must be an adequately funded compliance unit for Residential Parks. With all necessary powers to enforce compliance.

Thank you for the opportunity to express my opinions to this review. I submitted a very detailed submission for the last review but because I posted not emailed it was never referred to. This also happened to another excellent volunteer advocate.

My answers to all review, questions are in italics.

Mary Preston JP,

[redacted]

I have lived here since my home , built in North QLD and erected at site 251 in July 1988, [redacted]

[redacted]

I am vice president of IPRAG Incorporated.

A long-time member The Tenants Union Forum, before that a committed member of PAVS the Parks and village service defunded by this government. They were too good at representing us.