

Caravan parks

A guide for residents,
owners and managers



New renting laws

In September 2018, the Victorian Government passed the *Residential Tenancies Amendment Act 2018*, which includes more than 130 changes to the *Residential Tenancies Act 1997*.

The new laws will come into effect progressively, and will all be in place by 1 July 2020.

To view all the changes, visit engage.vic.gov.au/fairersaferhousing.

For updates, visit consumervic.gov.au.

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Disclaimer

Because this publication avoids the use of legal language, information about the law may have been expressed in general statements. This guide should not be relied upon as a substitute for the *Residential Tenancies Act 1997* or professional legal advice.

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Caravan parks: A guide for residents, owners and managers is the summary approved by the Director of Consumer Affairs Victoria of the rights and duties of a park owner and resident under the *Residential Tenancies Act 1997*. Park operators must give the resident this guide on or before the day they move in.

If you would like to receive this publication in an accessible format please visit consumervic.gov.au or ring 1300 55 81 81.

Additional copies

Additional copies of this guide are available from Consumer Affairs Victoria's website consumervic.gov.au/forms.

To order more than five copies download an order form from consumervic.gov.au/forms.

Information about renting is available in other languages at consumervic.gov.au/languages. If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 and ask to speak to Consumer Affairs Victoria on 1300 55 81 81.

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Introduction



Who is this guide for?

This guide explains what caravan park owners, caravan owners and residents must do to follow Victoria's residential tenancy laws. Most of these laws are in the *Residential Tenancies Act 1997* (the Act).

This guide covers situations where people hire or own the caravans they live in. It also covers residents who rent movable dwellings and other types of dwellings in a caravan park, residential park, or other park.

People who own a movable dwelling that cannot be registered with VicRoads are not covered by this guide. They should read *Movable dwellings: A guide for residents, owners and managers*, available from consumer.vic.gov.au/forms.



This guide should not be used as a substitute for the Act or professional legal advice.

Definitions

Caravan: a movable or immovable dwelling located in a caravan park.

Caravan park: an area of land where caravans are located for occupation on payment of rent.

Caravan park owner or park owner: the owner of a business that operates a caravan park. In this guide, this term also applies to caravan park managers and agents acting for caravan park owners.

Caravan owner: the owner of a caravan (but not the site on which it is located).

Owner: this term is used when information applies to both park owners and caravan owners, otherwise the specific terms are used.

Caravan park resident or resident: someone living in a caravan in a caravan park, when they have:

- obtained written permission from the caravan park owner to live at the caravan park, or
- lived in the caravan park for at least **60 days** without a break.

Someone is not a resident if they:

- are staying in a caravan while on holiday
- own a caravan in a caravan park but live somewhere else
- have not obtained the written agreement of the caravan park owner to live in the park as their main place of residence, or
- have not lived in the caravan park as their main place of residence for at least 60 days without a break.

Site: the land on which a caravan sits.

Penalties

Consumer Affairs Victoria can take action against people who do not meet their legal obligations. This may include issuing an infringement notice, taking people to court, or other action.

Privacy

There are clear [laws about when an owner can enter a caravan or site](#). These are discussed on page 21.

If a resident gives personal information to an owner (such as a phone number or date of birth), the owner may be bound by privacy laws restricting this information being passed on to third parties.

Residents who think their information is being misused should contact:

Consumer Affairs
Victoria

1300 55 81 81 or

Office of the Australian
Information Commissioner

oaic.gov.au

1300 363 992



Checklist for residents

Before signing a residency agreement:

- never sign a blank or incomplete form or agreement
- make sure that all terms arranged with the owner are in the written agreement
- check that the park owner has given you a copy of the park rules
- read this guide. The park owner must give you a copy on or before the day you move into the park
- think about getting legal or financial advice so you understand the proposed arrangement and whether it is the right option for you.

When you begin a residency:

- pay rent in advance as specified
- if applicable:
 - pay the bond
 - complete, sign and keep a copy of the 'Bond Lodgement' form, which is the interim receipt
 - get a receipt from the Residential Tenancies Bond Authority (RTBA)
 - complete, sign and keep a copy of the 'Condition Report'.

During a residency:

- use the site as a place to live
- use the site, park and facilities properly and ensure your visitors do the same
- do not use the site for any illegal purpose
- pay rent and other charges on time
- tell the park owner about any damage to park facilities
- speak with the owner first before trying to fix any problem
- make sure there are never more people living on the site than the agreement allows
- the park owner must give you at least seven days' written notice of any proposed changes to the park rules
- follow the park rules.

At the end of a residency:

- take your belongings with you
- take your caravan (if you own it) with you if you have not arranged to sell it
- if applicable:
 - keep the 'Condition Report' in case there are any disputes
 - complete and sign the 'Bond Claim' form, stating how the bond money is to be divided
 - keep a copy of the 'Bond Claim' form
 - check the bond money has been credited to the nominated bank account by the RTBA
 - leave a forwarding address with the owner and the RTBA on the 'Bond Claim' form.

Checklist for owners

Before a residency commences, the park owner must give the resident a copy of:

- this guide
- the park rules
- a 'Notice to Prospective Caravan Park Residents' form.

On or before the day the site is occupied, the owner must give the resident a statement setting out the:

- scale of additional rent and hiring charges for visitors
- fees a park owner may charge for storage or removal of a caravan
- scale of commission that applies to the sale of a caravan by the park owner.

When a residency starts:

- complete and sign the 'Condition Report' (only required if the resident pays a bond), making comments in the space provided
- complete and sign the 'Bond Lodgement' form and give the resident their copy
- keep a copy of the 'Bond Lodgement' form
- forward bond money and the RTBA's copy of the 'Bond Lodgement' form to the RTBA
- file the RTBA receipt when you receive it
- provide contact details for paying rent and requesting repairs.

During a residency, a park owner must:

- provide rent receipts
- let the resident use the park and all other facilities their residency allows
- set reasonable hours for use of other facilities
- respect a resident's right to privacy, peace and quiet
- keep the park clean and safe
- arrange regular garbage collection
- keep all park facilities (including hired caravans) in good condition
- make sure repairs or renovations disturb occupants as little as possible, and provide other facilities for them to use during this time.

At the end of a residency:

- keep the 'Condition Report' (if there is one) in case of any disputes
- know what to do if a resident leaves property behind
- if there was a bond:
 - reach agreement with the resident on any claims on the bond money
 - complete, sign and keep a copy of the 'Bond Claim' form
 - send the 'Bond Claim' form to the RTBA.

PART 1: Beginning a residency



The residency agreement

A residency agreement (also referred to as an 'agreement' in this guide) is a legal contract between a caravan park owner and a resident. It may be in writing or verbal. A verbal agreement to reside on a site only confers residency rights or the status of a resident after the resident has lived in the park continuously for **60 days**. Consumer Affairs Victoria recommends using written agreements.

The residency agreement generally covers the rent of a site and the hire of a caravan, but there are sometimes separate agreements for these two things.

An agreement should:

- include details of the rent, fees and other charges to be paid (for example, fees for having visitors stay over)
- include how payments are calculated, their purpose and how they may be changed or reviewed
- provide details of any commission a park owner may charge for selling a caravan.



Owners must not ask for payments that are not part of the agreement.

An agreement may include other relevant terms and conditions as long as they are lawful. These may include the length of time the resident will rent a caravan, and other conditions or rules, such as those covering:

- vehicle access
A park owner (but not a caravan owner) can charge a reasonable one-off fee for giving a resident a key to enable vehicle access to the park.
- visitors
An owner may charge a resident a reasonable additional amount if the resident has a visitor staying with them.

What if a resident believes a term in an agreement is harsh or unfair?



Potential residents should carefully read and understand an agreement before they sign it, as it may be difficult to change the terms afterwards. If they have difficulty understanding an agreement, they should seek legal or other professional advice.

If a resident signs an agreement and believes it contains unfair terms, they should first speak with the owner to try to resolve the matter. If there is no resolution, the resident may:

- contact Consumer Affairs Victoria for more information about their rights
- apply to the Victorian Civil and Administrative Tribunal (VCAT), which will hear the matter and make a ruling for the owner to amend or remove the term, or keep it as it is.

Rent in advance

Rent is the money charged for occupying a caravan or site in a park.

Residents often pay one rent that covers both the site and the caravan.

If the payments are separate, the:

- **park owner** cannot charge more than **14 days'** rent in advance for renting out the site
- **caravan owner** cannot charge more than **28 days'** rent in advance for hiring out the caravan.

The resident must continue to pay the rent when it is due. The person receiving the rent must give the resident a receipt. See ['Receipts for rent or hire charge'](#) on page 17 for details.

Contact details

Park owner's contact details

Within **seven days** of a person becoming a resident, a park owner (or their agent) must give the resident:

- their full name and address
- a telephone number (for urgent repairs).

If any contact details change during the period of the residency, the park owner must inform the resident in writing within **seven days**.

An agent must also advise the resident if the agent is authorised to carry out urgent repairs and, if so, the maximum amount the agent can authorise.

Resident's contact details

A resident should advise the park owner immediately if their contact details change during the course of the residency.

The bond

The bond is money the resident pays as security. An owner does not have to charge a bond, but, if they do, there are procedures all parties must follow.

A resident who hires a caravan separately to the site may have to pay two bonds: one each to the park owner and the caravan owner.

The bond for each cannot be more than **28 days'** rent or hire charge.

A park owner cannot ask for a bond unless there is already a written residency agreement, and may be penalised for breaking this law.



An owner may claim part or all of the bond if a resident leaves without paying some of the rent, or damages a caravan, site or park facilities. They may also claim compensation from the resident if the bond does not cover all their losses.

In all other cases, the bond must be returned to the resident.

The 'Bond Lodgement' form

If an owner receives a bond, they must give the resident a completed and signed official 'Bond Lodgement' form for them to sign.

The top sheet must be sent to the Residential Tenancies Bond Authority (RTBA).

The bottom copy is the 'Tenant' copy, which the resident must be given as an interim receipt. There is another copy for the owner.

The owner must send the bond and the top sheet to the RTBA within **10 business days** of receiving the bond. Payment must be made by cheque or money order payable to the 'Residential Tenancies Bond Authority'. The [RTBA postal details](#) are on page 45 of this guide and on the 'Bond Lodgement' form.

If a bond is required, an owner may be penalised for not giving the resident a 'Bond Lodgement' form to fill out.

'Bond Lodgement' forms can be generated on the RTBA Online website:



rentalbonds.vic.gov.au

Official forms mentioned in this guide are available from Consumer Affairs Victoria:

consumer.vic.gov.au/forms

1300 55 81 81

Bonds from the Department of Health and Human Services

Residents on low incomes who can afford to rent privately, but are struggling to pay the up-front costs, may be eligible for a bond loan from the Department of Health and Human Services.

For more information, residents should contact the Department of Health and Human Services (see page 46 for [Department of Health and Human Services contact details](#)).

'Condition Report'

In cases where a bond has been paid, the park owner or caravan owner must prepare a 'Condition Report'. The 'Condition Report' describes a hired caravan's state of repair and general condition, including fittings and fixtures.

Consumer Affairs Victoria has a 'Condition Report' form that can be used.

The 'Condition Report' may serve as evidence if there is a future dispute about who should pay for cleaning, damage or replacing missing items.

Tips:

- Consumer Affairs Victoria recommends using a 'Condition Report' form even if no bond has been paid.
- People may take photos of a site or caravan, as proof of their condition.



The owner must give **two signed copies** of the 'Condition Report' to the resident before they move in.

The resident should check the report and note any items they believe are damaged or unsafe. They must then sign both copies and return one to the owner within **three business days** of moving in. Residents should keep their copy of the 'Condition Report'.

An owner may claim some or all of the bond for cleaning, damage or replacement of missing items at the end of a residency agreement. If the 'Condition Report' stated that the work needed to be done at the start of the residency agreement, or the details were not listed, it can help prove that the bond should be returned to the resident.

Residents should tell owners about any faults that may be a safety risk, so these can be fixed. If the problem is not fixed, residents can take further action. See the section on ['Repairs'](#) on page 19.

Utilities

Park owners must pay the installation and initial connection costs to a site for electricity, gas, bottled gas or water.

The resident must pay for the supply and usage of bottled gas.

If the site has separate meters, the resident must also pay the supply and usage charges for electricity, gas and water. If the park owner pays the bill and then charges the resident, they cannot charge more than what the utility supplier would have charged the resident.

If a site does not have separate meters, the park owner must pay for the services.

PART 2:
Living in a caravan park



Rent

Residents must pay the rent as agreed and by the due date.

In most cases, rent is paid in advance. If the first rent is not paid or is late, the resident is immediately behind.

If a resident's rent is **seven days** or more behind, the owner may give them a 'Notice to Vacate to Resident/s of a Caravan Park'.

A person must not take a resident's belongings to cover rent owing, and can be fined for doing so.

If a park owner stops providing a service to the resident, the rent must be reduced to an agreed amount. If agreement cannot be reached, either party may ask Consumer Affairs Victoria to conciliate the dispute, or apply to the Victorian Civil and Administrative Tribunal (VCAT) to resolve the problem.

Receipts for rent or hire charge

The person who receives the rent or hire fee must give the resident a:

- receipt **immediately** (if the rent is paid in person)
- receipt within **five business days** (if the rent is not paid in person but the resident requests a receipt)
- copy of the record within five business days (if the rent is paid and a receipt is not requested, the owner must keep a record of the payment for **12 months**).

A rent receipt must include:

- the signature of the person receiving the payment
- the resident's name
- the park's name
- the payment date
- what period the payment was for
- how much was paid
- a statement that it is a fee for rent or hire charge.

Rent increases

For any rent or hire charge increase, an owner must give a resident a 'Notice of Rent Increase to Resident/s of Caravan Parks' and at least **60 days'** notice. The notice must tell residents about their rights and actions they may take if they think the increase is too high. An owner may increase the rent or hire charge only once in any six-month period.

When a resident believes the rent is too high

Residents can contact Consumer Affairs Victoria for a rental assessment if they have been given notice of an increase in their rent or any other hiring charge that they think is excessive.

The resident must request a rental assessment report in writing within **30 days** of receiving notice of an increase.

After the resident has received the assessment report from Consumer Affairs Victoria, they have **30 days** to apply to VCAT for a hearing. VCAT may set a maximum rent, which then stays in force for six months.

Difference between bond and rent

The bond and rent are separate payments. A resident must not use any part of the bond as rent.

A resident cannot stop paying rent because:

- they are waiting for repairs to be done
- they are in the last month of a residency agreement
- they have given notice that they intend to vacate, or have been given a 'Notice to Vacate'.

The importance of communication



Residents and owners need to contact each other for issues such as rent increases, damage to property and ending a residency agreement. Such matters should always be in writing. Written communication should be clear, signed, and include all relevant details; all parties should keep copies. You can communicate electronically (for example, by email) if you have the prior consent of the other party to do so. Make sure that consent to electronic communication is in writing. Consumer Affairs Victoria has forms available for a wide range of scenarios.

Park rules

A park owner can make rules relating to the use, enjoyment, control and management of the park. These rules must be given to the resident before they enter into a residency agreement.

Park rules may include things such as:

- noise levels
- the keeping of pets
- the use and operation of communal facilities
- car parking
- other relevant issues.

Residents must be told about changes to the park rules in writing at least **seven days** before they come into effect.

Residents who believe a rule is unreasonable may apply to VCAT to hear the matter. VCAT may decide that the rule is unfair and ask the park owner to amend or remove it, or keep it as it is.

A park owner must ensure that the park rules are applied fairly and consistently.

Repairs

The law distinguishes between urgent and non-urgent repairs, and owners and residents have different responsibilities according to each.

The caravan owner is responsible for all repairs to a caravan.

All repairs to a site or park facilities are the park owner's responsibility.

However, a resident may be asked to arrange and/or pay for repairs if they caused the damage.

Residents must continue to pay rent while waiting for repairs to be done.

It is very important to communicate all information regarding repairs in writing and keep copies of all letters, forms and reports for future reference.

All forms relating to repairs are available from Consumer Affairs Victoria:



consumer.vic.gov.au/forms

1300 55 81 81

Urgent repairs

If a resident requests an urgent repair, the park owner or caravan owner must arrange it immediately.

An urgent repair is any work needed to fix:

- a burst water service
- a blocked or broken toilet system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by the owner for hot water, water, cooking, heating or laundering
- a failure or breakdown of the gas, electricity or water supply
- a serious fault in a lift or staircase in the park
- any fault or damage in a caravan that makes it unsafe or insecure
- any appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted.

Steps for urgent repairs



1. The owner must respond immediately when a resident requests an urgent repair
2. If a resident is not getting a quick response from the owner, they may authorise the repair up to \$1,800; the resident may then give the owner a notice seeking reimbursement for the cost.
3. An owner has **14 days** from when they get this notice to reimburse the resident
4. If the owner does not cover the cost of the repairs, and they are going to cost more than \$1,800, or if the resident cannot afford to pay for them, the resident may:
 - contact Consumer Affairs Victoria to discuss the problem, or
 - apply to VCAT to hear the matter.

Non-urgent repairs

The resident must write to the owner telling them what needs to be repaired and that it must be fixed within **14 days**. Residents should use Consumer Affairs Victoria's 'Notice to Owner of Caravan or Caravan Park' form.

Where the resident has requested repairs be carried out and the owner has arranged them within 14 days, the resident must continue to pay rent.

If the owner does not carry out the repairs within 14 days of receiving the written request, the resident can send a copy of it to Consumer Affairs Victoria with a letter asking for an inspection and a subsequent report.

If the repairs still have not been done after the resident has received the inspection report from Consumer Affairs Victoria, the resident has **60 days** from receiving the report to apply to VCAT for a repair order.

If a resident takes the matter to VCAT, they can apply for their rent to be paid into a special account while the issue is sorted out.

Rules on entering a caravan

Entry without notice

A park owner (or manager or agent acting on their behalf) can only enter a site or caravan without notice:

- if the resident agrees at the time
- in an emergency to save life or valuable property
- if VCAT has found that the resident has abandoned the site.

A caravan owner may enter a caravan without notice if:

- the resident agrees at the time
- VCAT has found that the resident has abandoned the caravan.

Entry with 24 hours' notice

A park owner or caravan owner can enter for other reasons if they first give the resident at least **24 hours'** written notice stating the reason. This notice can be given to the resident by post, electronic communication (for example, email) or in person between 8am and 6pm. However, to give notice electronically, you must have the prior consent of the other party to receive notices and other documents in this way. Make sure that consent to electronic communication is in writing.

An owner may only enter between 8am and 6pm and not on public holidays.

An owner can enter with 24 hours' notice to:

- show the caravan or site to potential new occupants if the resident has already given notice, or has been given written notice to move out
- carry out any lawful duty
- check a reasonable belief that the resident has not met their duties
- show people through who are interested in buying the caravan or site or lending the owner money on it
- make a general inspection of a site or caravan (however, the latter can only happen if the resident does not own the caravan), only once in any six-month period.

If an owner has served a valid notice, the resident must let them enter the site or caravan.

A person entering a site or caravan must not:



- behave unreasonably
- stay any longer than necessary to achieve the purpose of their entry, unless the resident agrees.

If a person does the wrong thing

Residents and owners can give a 'Breach of Duty' notice to the other person if that person has not met certain duties under the *Residential Tenancies Act 1997*. Once a 'Breach of Duty' has been given, the person who received it must fix the situation. Residents and owners should contact Consumer Affairs Victoria for information about how to issue 'Breach of Duty' notices.

When the park owner changes

If a new park owner takes over the park or site and a bond has been paid, the incoming and outgoing parties must complete the 'Agent/Landlord Transfer' form and send it to the Residential Tenancies Bond Authority (RTBA) within **five business days** of the transfer taking effect.

The resident does not need to sign the 'Agent/Landlord Transfer' form but must receive a copy.

A penalty may be imposed if the relevant completed forms are not sent to the RTBA.

PART 3:
Ending a residency



Ways to end a residency

There are four main ways for legally ending a residency:

- All parties agree to end the residency
- A resident is given a 'Notice to Vacate'
- The resident gives notice to the park owner of their intention to vacate
- The residency right is being transferred.

Agreement of all parties

The agreement to end a residency early should be put in writing in case of a later dispute. It should include any agreed terms and conditions and the date the residency will end.

How to give notice

Both the resident and the owner can give notice to end a residency by hand, by post or by electronic communication (for example, email). However, if you give notice electronically, you must have the prior consent of the other party to receive notices and other documents in this way. Make sure that consent to electronic communication is in writing.

We recommend using the official forms available from consumer.vic.gov.au/forms to give notice. Please follow the 'How to serve this notice' instructions on the relevant form.

A residency automatically continues until the parties legally end the residency. Even if a residency agreement has a fixed term of occupancy and the fixed term finishes, the residency right continues until the parties legally end it.

When a resident receives a 'Notice to Vacate'

A resident must be given the proper amount of time to vacate – this will depend on the reason for giving the notice (see '[Reasons and minimum notice periods when a resident gets a Notice to Vacate](#)' on page 30 for details).

If a resident has been given a 'Notice to Vacate' because the caravan park is closing, they may be eligible for compensation. See '[Compensation for eligible residents](#)' on page 26.

A 'Notice to Vacate' must:

- be written in the correct form, Consumer Affairs Victoria provides official 'Notice to Vacate' forms
- be addressed to the resident
- give a reason or state that no reason is specified
- be signed by the person who has given the notice
- give the date for the resident to leave
- be sent by registered post, sent via electronic communication such as email (this requires the prior agreement of both parties) or given in person.

When a caravan park is closing

Before issuing a 'Notice to Vacate'

A park owner must give written notice that the park is closing to the local council of the municipality the park is in, at least **14 days** before giving residents a 'Notice to Vacate'. This allows the council to contact agencies that may be able to arrange new accommodation and other support for residents. To find local council contact details, visit knowyourcouncil.vic.gov.au.

If the park owner does not notify council, a 'Notice to Vacate' will still be valid, but the owner may be penalised for breaching the *Residential Tenancies Act 1997*.

How to notify residents

If there are residents living in the caravan park, a park owner must:

- issue a 'Notice to Vacate' to each resident with an end date that is at least six months after the date the notice is served
- state that the park is being closed when giving the reason in a 'Notice to Vacate'
- put an end date on a 'Notice to Vacate' that occurs after the end of any fixed-term residency agreement with that resident.

Compensation for eligible residents

When closing a caravan park, a park owner may be liable for compensating eligible residents. The only exception to this is if the park owner does not own the land that the park is located on, and the park is closing because the head lease of that land is expiring.

A park owner who is liable for compensating eligible residents must apply to VCAT within 30 days of issuing a 'Notice to Vacate', so that VCAT can determine the amount residents should be compensated. If a park owner does not do this, the **'Notice to Vacate' will become void**.

A resident is eligible for compensation if they own the dwelling, and the dwelling is fixed to the land (other than an annexe).

A resident is not eligible if they only own a dwelling that may be registered with VicRoads.

Note: A caravan can be a movable or immovable dwelling. If the caravan is on wheels, and therefore can be registered with VicRoads, the resident may not be eligible for compensation if the park closes.

If the caravan is not able to be registered with VicRoads - for example, if it has had its wheels removed and is fixed to the land - the resident may be eligible for compensation.

This information is for general use only. Caravan parks often include a mix of dwellings and renting arrangements, which means that not all residents will be eligible for compensation.

If a dwelling owner is unsure if they are eligible for compensation, they should seek legal advice.

When working out how much a resident should be compensated, VCAT will consider if the dwelling is to be relocated or not.

If a dwelling is to be relocated

If a resident's dwelling will be relocated, VCAT will review the likely cost of:

- disconnecting services from the dwelling
- removing the dwelling from the site
- transferring the dwelling to a new site
- installing the dwelling at the new site (but not for landscaping)
- anything else VCAT considers relevant.

A resident can apply to VCAT to recover costs from the site owner for:

- damage to the dwelling because of the relocation
- any other reasonable costs to do with relocating the dwelling.

The park owner does not have to pay compensation for damage caused by people that the resident asked to move the dwelling.

If a dwelling will not be relocated

If a resident's dwelling will not be relocated, VCAT will work out how much the resident should be compensated by deciding on:

- a reasonable amount for the tenant losing the residency, taking into account the:
 - dwelling's original purchase price
 - dwelling's current onsite market value if the park was not closing
 - rent and fees paid for the site
- the likely cost of the resident having to move elsewhere, taking into account:
 - removing the resident's contents from the dwelling and relocating the resident
 - how long the resident has lived on the site
 - the inconvenience of finding somewhere new to live
 - anything else VCAT considers relevant.

When compensation should be paid by

Once VCAT has decided how much compensation a park owner must pay, they will issue an order with a date that the amount must be paid by. The date on the order must be at least 30 days before the end date on the 'Notice to Vacate'.

A park owner must pay compensation even when a resident's dwelling is relocated before the resident is due to receive the compensation.

Confused about a 'Notice to Vacate'?



If a resident receives a 'Notice to Vacate' and does not know what to do, they should contact Consumer Affairs Victoria:

consumer.vic.gov.au/contact

1300 55 81 81

Violent situations

If a resident or their visitor is being violent or putting anyone in the park in danger, the park owner can use one of two official notices – a 'Notice to Leave' or a 'Notice to Vacate'.

Suspending a resident – 'Notice to Leave'

If the park owner wants the person to leave immediately, they can give them the official 'Notice to Leave to Resident/s of Managed Premises or Resident's Visitor' form. The notice must be given as soon as it is safe to do so.

The person must then leave the park immediately and is not allowed to return for two business days, or until the matter is heard at the Victorian Civil and Administrative Tribunal (VCAT) if the owner has applied for possession.

The person given the notice to leave may be fined if they:

- do not leave the premises immediately
- return to the premises during the suspension period.

Paying rent while suspended

The resident must pay rent and hire charges for the days they are suspended.

If VCAT decides the resident should not have been suspended, the resident must be allowed back into the premises. VCAT may order the owner to refund any rent or other charges that the resident paid for the days they were suspended.

During a suspension

The park owner may decide during the suspension period to apply to VCAT to permanently evict the resident during a suspension. This extends the suspension period until VCAT deals with the application. The park owner must apply within two business days of giving the notice.

The resident must pay rent and hire charges for the days they are suspended, unless VCAT decides otherwise.

'Notice to Vacate'

A 'Notice to Vacate' given for reasons relating to danger can tell the resident to move out on the day it is given, or a later date.

If the resident does not leave by the date in the notice, they cannot be forced to leave unless VCAT has made an order telling them to do so (see ['Evicting a resident'](#) on page 35 for details). The owner must apply to VCAT within **30 days** of the date they asked the resident to leave.

Family violence

If you are experiencing family violence in a residency, you can seek to become a 'protected person' under one of the following notices:

- Family violence safety notice (issued by the police)
- Family violence intervention order (issued by a court)
- Personal safety intervention order (issued by a court)

For more information on these notices, visit consumer.vic.gov.au/familyviolence.

For more information on family violence and a list of support agencies that can help you, visit justice.vic.gov.au and search for 'family violence'.

Reasons and minimum notice periods when a resident gets a 'Notice to Vacate'

The table below shows how much notice a resident must be given to vacate the park.

Reason for issuing a 'Notice to Vacate'	Minimum notice period for each reason (Allow extra time whether mailing or delivering by hand. For more information see 'Calculating minimum notice periods' on page 34.)
Intentionally or recklessly causing or allowing serious damage in the park, its facilities, or a hired caravan	Immediately
Putting people or property in the park in danger (note: caravan owners cannot give notice for this reason)	Immediately
Serious disruption of peace and quiet to other park occupants and visitors (note: caravan owners cannot give notice for this reason)	Immediately
Seven days' or more rent is owing	7 days
Caravan is being used for illegal purposes	7 days
Breach of VCAT compliance order or compensation order	7 days
Resident has already been given two 'Breach of Duty' notices and the same duty is breached again	7 days
The caravan owner or a member of their immediate family (including parents and parents-in-law), or a dependent who normally lives with the caravan owner, will be moving in. This only applies for fixed-term residency agreements, and the end date must be at least 14 days after the end of the fixed term.	14 days Normally, unless the owner has permission from VCAT, they cannot re-let the caravan or site for six months after giving a resident this type of notice.

Reason for issuing a 'Notice to Vacate'	Minimum notice period for each reason (Allow extra time whether mailing or delivering by hand. For more information see 'Calculating minimum notice periods' on page 34.)
A caravan is to be sold or has been sold	<p>60 days</p> <p>Where a caravan has been sold and the owner wishes to issue a 'Notice to Vacate', the notice must be within 14 days of entering into an unconditional contract, or within 14 days after the last condition of a conditional contract has been met.</p> <p>If the residency agreement has a fixed term, the end date for these reasons cannot be before the end of the fixed term.</p>
No specified reason	<p>120 days</p> <p>If the residency agreement has a fixed term, the end date for these reasons cannot be before the end of the fixed term.</p>
The park is closing down – for all requirements, including compensation for eligible residents , see 'When a caravan park is closing' on page 26.	<p>6 months</p> <p>If the residency agreement has a fixed term, the end date for this reason cannot be before the end of the fixed term.</p> <p>The owner must not issue a 'Notice to Vacate' for this reason before notifying the local council where the park is located. The notification to council must be in writing.</p>

Reasons a resident can challenge a 'Notice to Vacate'

Residents may challenge a 'Notice to Vacate' if:

- they believe it was not given properly
- they do not agree with the reason given.

VCAT can cancel a 'no specified reason' notice if it was given because the resident was using their legal rights or saying they would. In this case, the resident must apply to VCAT within **60 days** of receiving the notice.



Residents can also argue against a notice if it would be difficult for them to move out without an extension of time.

If a resident wants to challenge a 'Notice to Vacate' given because a caravan has been sold, they may contact VCAT within **30 days** of receiving the notice to request a hearing.

When a resident wants to leave Selling a caravan and transferring the arrangement

If a resident sells their caravan, the right to live in the park can also be transferred to the buyer, as long as the park owner agrees.

First, the resident must give the park owner notice in writing using the 'Transfer of Residency Right (Caravan)' form available from Consumer Affairs Victoria. For more information on giving notice, see '[How to give notice](#)' on page 25. If the park owner does not respond within **seven days** of receiving this form, the transfer can take place as though permission has been given.

Second, the bond (if one was paid) must be put in the new resident's name. A completed 'Tenant Transfer' form must be completed and sent to the Residential Tenancies Bond Authority (RTBA) within **five business days** of the transfer taking place.

When arranging the sale, the resident may use a sales agent. A park owner cannot ask a resident to use a particular sales agent. If the park owner is the agent, they must state how much commission they will receive.

A park owner:

- cannot charge a fee for agreeing to a transfer
- cannot interfere with the sale of a caravan
- may face large penalties for breaking the above laws.

If the park owner refuses permission for the transfer and the resident thinks this is unfair, they can apply to VCAT for a decision.

Note:

Prospective buyers are advised to confirm that the seller has the park owner's permission to assign their residency rights before buying the caravan.



Amount of notice a resident must give

A resident must give the park owner (and caravan owner, if applicable) a notice stating that they wish to leave. This must be in writing and signed by the resident (or their representative).

Consumer Affairs Victoria has an official form that can be used:

consumer.vic.gov.au/forms



If a hired caravan is unfit to live in, totally or partly destroyed and therefore unsafe, a resident can leave immediately. In all other cases, a resident must give at least **seven days'** notice that they intend to vacate.

If a resident leaves without notice, they must pay rent for **seven days** from the date they vacated.

When leaving, a resident must pay the rent and any other charges up to the last day. They cannot refuse to pay the final charges because they paid a bond for the rent of the site.

How a resident gives notice

A resident may give notice by hand, electronic communication (such as email) or by post. If a resident wants to give notice electronically, they must have the prior consent of the other party to receive notices and other documents in this way. Make sure that consent to electronic communication is in writing.

If a resident decides to post their notice, they may wish to use registered post so there is proof of when and where the notice was sent. For more information on giving notice, see '[How to give notice](#)' on page 25.

Giving notice but not leaving

If a resident gives notice but does not leave, an owner can apply to VCAT for an order for them to move out.

When a mortgagee wants a resident to leave

If a park owner has put up part or all of the caravan park as security for a loan, the lender may have the right to take possession if loan repayments are not kept up.

In this case, the lender (mortgagee) is allowed to give the resident a 'Notice to Vacate'.

If a mortgage over the park was given before a residency started, the resident must be given at least **90 days'** notice.

For a park mortgage given after the residency started, at least **six months'** notice must be given – and where there is a fixed-term residency, it cannot be before the end of the term.

Calculating minimum notice periods

When sending a notice, the minimum notice period starts the day after the notice is:

- given by hand, or
- given by electronic communication (such as email). If a lender wants to give notice in this way, they must have the prior consent of the resident to receive notices and other documents electronically. Make sure that consent to electronic communication is in writing. Or
- calculated to have been given when sent by ordinary post or registered post.

To calculate the earliest termination date, you must allow a total time that includes both:

- delivery of the notice (delivery is the day it is given by hand or electronic communication, or the day it would be received by post), and
- the required minimum notice period.

The date the notice takes effect is the day after the minimum notice period ends.

Australia Post has three delivery speeds for ordinary post – express, priority and regular. Priority and regular speeds also apply for registered post, which must be used if a park owner is sending a notice to vacate to a resident.

Park owners and residents who post notices, such as Notices of rent increase and Notices to vacate, should factor in longer mail delivery times which reflect the chosen delivery speed. Extra days should also be added for any public holidays that fall within the postal period.

For more about Australia Post's mail delivery options and times, visit auspost.com.au.

To help calculate the total minimum days to allow, depending on the notice period required and the method of delivery, visit vcat.vic.gov.au/resources/giving-notices-residential-tenancies-list.

Evicting a resident

To evict a resident, a park owner or caravan owner must apply to VCAT for a warrant of possession.

VCAT deals with applications for such warrants if:

- the notice period given by the resident, a mortgagee or the owner has run out and the resident is still there
- the resident has been given a 'Notice to Leave'.

A resident has the right to attend the hearing and give evidence.

If a resident has been suspended and is therefore not at the park, VCAT may not know where to send information regarding the hearing. Residents should contact VCAT to find out if the owner has applied to evict them and, if so, the time and date of the hearing.

If VCAT finds that the owner should not have suspended the resident, the owner must allow them back in the park, and can be ordered to refund the rent or hire charges paid for the days the person was suspended.

If VCAT agrees with the suspension, the resident must stay away from the park permanently, unless ordered otherwise.

Important notice for owners:



You cannot use force, or any other method, to evict a resident.

Only the police can carry out an eviction, and only when they are acting on a warrant of possession from VCAT.

Facing eviction?



If you are a resident facing eviction and you do not know

what to do, contact Consumer Affairs Victoria immediately. Consumer Affairs Victoria can provide information, or direct you to other organisations that can help.

consumer.vic.gov.au/contact

1300 55 81 81

PART 4:
When a resident leaves



Repaying the bond

If a bond was paid, the resident and park owner or caravan owner should try to agree on how it should be repaid when a residency agreement ends. There may be some rent unpaid, or property damage that needs repair. The agreed division should be set out in the 'Bond Claim' form, which is sent to the Residential Tenancies Bond Authority (RTBA).

'Bond Claim' forms can be generated from the RTBA Online website:

rentalbonds.vic.gov.au

All forms (except for 'Bond Claim' forms) mentioned in this guide are available from Consumer Affairs Victoria:

consumer.vic.gov.au/forms

1300 55 81 81



When any part of the bond is to be paid to the owner, the form cannot be signed more than **seven days** before the end of the residency.

Reclaiming the bond

When the RTBA receives a correctly completed 'Bond Claim' form, it pays the bond directly into the nominated bank account/s overnight.

The RTBA does not make part payment of bonds to outgoing residents when there is more than one name listed on the residency agreement. This is a private matter between outgoing and incoming residents. However, any change of resident must be put on a transfer form and sent to the RTBA.

Bonds provided by the Department of Health and Human Services

If the Department of Health and Human Services provided the bond money, the resident cannot agree to the release of any of the bond to the owner.

If there is no claim on the bond, the RTBA will pay it out to the Department of Health and Human Services at the end of the residency, once the RTBA has received the completed 'Bond Claim' form.

If a 'Bond Claim' form is not lodged, the Department of Health and Human Services will not know that the residency has ended and the bond amount will remain registered as an outstanding debt against the resident.

The owner must apply to the Victorian Civil and Administrative Tribunal (VCAT) if they wish to make a claim on a bond provided by the Department of Health and Human Services.

When can an owner make a claim on the bond?

An owner may make a claim on the bond for:

- damage caused by the resident or their visitor
- cleaning expenses
- the resident abandoning the premises
- the resident leaving the owner to pay bills that the resident should have paid
- loss of the owner's goods
- unpaid rent.

Costs due to fair wear and tear cannot be claimed.

If there is disagreement about the division of a bond, the owner must apply to VCAT within **10 business days** of the resident vacating the premises.

Owners may also claim compensation over and above the bond amount with a separate application to VCAT.

When a resident cannot be located and rent is owing

In such cases, the owner has **10 business days** to apply to VCAT for an order directing the RTBA to repay the bond to the owner to cover the rent.

VCAT can make a ruling to distribute the bond money without a hearing or refer the matter for a hearing.

When VCAT makes a ruling, the owner sends a copy of the ruling, along with a completed 'Bond Claim' form, to the RTBA and the money is paid out overnight.

Final meter readings

Residents who have separate meters should let the utility providers know in advance when they will be moving out. Otherwise, they may be charged for services in the next billing period.

Goods left behind

Before vacating the park, residents should leave their contact details with the park owner or caravan owner, in case they need to be contacted about any goods left behind.

Residents who leave goods or personal documents behind when they vacate should arrange with the park owner or caravan owner to collect them as soon as possible. An owner cannot refuse to return belongings, even if the resident owes rent.

A resident may apply to VCAT for compensation if they suffered a loss because an owner did not comply with the law.

If the owner has obtained an inspection report from Consumer Affairs Victoria and suffered a loss through the cost of removing, storing and auctioning goods, they may also apply to VCAT for compensation.

Goods that can be disposed of

An owner can get rid of:

- perishable foods
- dangerous goods
- goods of no monetary value.

Owners can assess whether, under the Residential Tenancies Act, the goods can be disposed of or must be stored; or, they can ask Consumer Affairs Victoria to inspect the goods and make a formal assessment.

A 'Request for Inspection of Goods Left Behind' form is available from Consumer Affairs Victoria:



consumer.vic.gov.au/forms

1300 55 81 81

If VCAT declares a caravan to be abandoned, the owner may deal with the caravan as they would any other 'stored good'.

Goods that must be stored

If a resident leaves goods behind that are not allowed to be disposed of, the owner must:

- take reasonable care of the goods
- store them for **28 days**
- notify the resident when and from where the goods can be collected
- let the resident reclaim the goods (after the resident has paid back any reasonable costs the owner incurred in storing them).

Personal documents

These are documents that it would be reasonable to expect a person to keep.

Examples include:

- marriage and divorce certificates
- educational certificates
- birth certificates
- passports
- medical records
- computer hard-drives
- contents of USB memory sticks
- CDs and DVDs
- contents of still and movie cameras
- contents of electronic data storage devices
- photographs
- personal memorabilia.

When personal documents are left behind the owner must:

- take reasonable care of them for at least **90 days**
- let the resident reclaim the documents after paying back any money the owner had to spend to store them.

If an owner complies with the law and the resident does not claim the documents, the owner can dispose of them (although there may be some restrictions on the disposal of documents such as passports – contact Consumer Affairs Victoria for more information). The owner can then apply to VCAT to be compensated for the cost of looking after and removing the documents.

An owner may face penalties for not letting a resident reclaim goods or personal documents if the resident was willing to pay a reasonable amount to cover those costs.



PART 5:
Solving problems



What to do if there is a problem

Ideally, residents and owners should solve any problems by coming to an agreement. This should be in writing and signed by all relevant parties.

If a party wants to enforce their legal rights, they usually have to give a formal notice explaining the issue to the other person. The relevant notices are available from Consumer Affairs Victoria.

A notice must state what the resident or owner wants done and when it must be done by. The amount of time to comply with the notice varies and depends on the type of problem.

Consumer Affairs Victoria

If a resident and owner cannot resolve a problem, they may contact Consumer Affairs Victoria.

Consumer Affairs Victoria can give advice on a range of issues including:

- residency agreements
- repairs and maintenance
- rent increases
- rights and obligations of owners and residents
- notice periods
- goods left behind.

Consumer Affairs Victoria can attempt to conciliate a dispute, but cannot force somebody to resolve an issue. The conciliation service is free.

Dispute Settlement Centre of Victoria

The Dispute Settlement Centre of Victoria (DSCV) can help resolve a wide range of issues without the parties involved having to go to court. The service is free.

The DSCV also provides information and training in resolving disputes.

[DSCV's contact details](#) are on page 47.

Organisations such as Tenants Victoria, Housing for the Aged Action Group (HAAG) and Peninsula Community Legal Centre (PCLC) can also help residents who are in a dispute. See the [‘Useful contacts’](#) section on pages 45–47 for details.

Victoria Civil and Administrative Tribunal

The Victorian Civil and Administrative Tribunal (VCAT) works like a court but is less formal. It hears a range of disputes, including those between owners and residents.

Application forms are available from VCAT. When VCAT receives an application, it will advise the relevant parties of the date, time and place of the hearing. Hearings take place in the city, suburbs and country Victoria.

Usually, the only cost involved in the hearing is the application fee. This fee may be waived in rare cases, depending on set criteria regarding an applicant’s income and social security status. Contact VCAT or Consumer Affairs Victoria for more information.

It is important to be prepared for a hearing. The VCAT member will hear and consider all the evidence presented from both sides. This might include listening to evidence from witnesses or looking at photographs and other documents brought to the hearing.

VCAT’s decisions are usually made on the day of the hearing; they must be obeyed by both parties in the same way as a court order.

VCAT will also consider urgent hearings in cases of extreme hardship. To request one, an applicant must provide a letter outlining why the matter is urgent when they lodge the application.

Interpreters at VCAT

VCAT can provide interpreters for parties directly involved in a dispute. If an applicant needs an interpreter, VCAT must be told at the time of the application.

VCAT will then arrange for an interpreter free of charge. Friends or relatives are generally not allowed to interpret.

[VCAT’s contact details](#) are on page 45.

Useful contacts

Victorian Civil and Administrative Tribunal (VCAT)

VCAT operates like a court but is not as formal, and deals with a wide range of issues, including disputes arising from the *Residential Tenancies Act 1997*.

vcat.vic.gov.au

renting@vcat.vic.gov.au

Phone 1300 01 8228

55 King Street
Melbourne VIC 3000

Tenants Victoria

Tenants Victoria provides information, advice and advocacy services for Victorian tenants and residents.

tuv.org.au

admin@tuv.org.au

Phone 03 9416 2577

Fax 03 9416 0513

PO Box 234
Fitzroy VIC 3065

Victorian Caravan Parks Association (VicParks)

The Victorian Caravan Parks Association can provide information to park owners and managers about issues affecting caravan parks.

vicparks.com.au

admin@vicparks.com.au

Phone 03 9372 3420

Fax 03 9376 9794

Unit 8, 88 Dynon Road
West Melbourne VIC 3003

Residential Tenancies Bond Authority (RTBA)

The RTBA holds all residential tenancy bonds. It can only repay bonds if all parties to a bond agree, or as directed by VCAT or a court.

rtba.vic.gov.au

RTBA Online: rentalbonds.vic.gov.au

rtba@justice.vic.gov.au

Phone 1300 13 71 64
(local call charge)

Locked Bag 007
Wendouree VIC 3355

Building Unit – Department of Environment, Land, Water and Planning (DELWP)

The Building Unit, DELWP administers legislation dealing with registration and standards of caravan parks and movable dwellings.

planning.vic.gov.au/building-policy/caravan-parks-and-movable-dwellings

Phone 03 9094 8484

Level 18, 1 Spring Street
Melbourne VIC 3000
GPO Box 2392
Melbourne VIC 3001

Department of Health and Human Services

The Department of Health and Human Services provides housing help to eligible Victorians. Their housing website provides information about housing in Victoria and includes a Housing Options Finder tool to help people understand the services and supports they might benefit from.

housing.vic.gov.au

Phone 1300 650 172 (local call charge, except mobile phones)

TTY 13 36 77 then
ask for 1300 650 172

Speak and listen users

Phone 1300 555 727 then
ask for 1300 650 172

Housing for the Aged Action Group (HAAG)

HAAG offers information, advocacy and access to accommodation services for older renters.

oldertenants.org.au

haag@oldertenants.org.au

Phone 1300 765 178
03 9654 7389

Fax 03 9654 3407

1st Floor Ross House
247–251 Flinders Lane
Melbourne VIC 3000

Peninsula Community Legal Centre Inc (PCLC)

PCLC's services include information for park residents, as well as negotiations and representation at VCAT. The service caters for residents in Melbourne's south and south-eastern suburbs.

pclc.org.au

pclc@pclc.org.au

Phone 03 9783 3600
1800 064 784
(country callers)

441 Nepean Highway
Frankston VIC 3199

Victorian Equal Opportunity and Human Rights Commission (VEOHRC)

VEOHRC provides information about equal opportunity rights and responsibilities and helps people resolve complaints of discrimination or harassment through its free conciliation service.

humanrightscormission.vic.gov.au
information@veohrc.vic.gov.au or
complaints@veohrc.vic.gov.au

Phone 1300 292 153

Fax 1300 891 858

TTY 1300 289 621

Level 3, 204 Lygon Street
Carlton VIC 3053

Dispute Settlement Centre of Victoria (DSCV)

The DSCV can help resolve a wide range of issues, without the parties having to resort to legal action.

The service is free.

To find your nearest office, visit the DSCV website.

disputes.vic.gov.au
dscv@justice.vic.gov.au

Phone 1300 372 888

Fax 03 8684 1311

Level 4, 456 Lonsdale Street
Melbourne VIC 3000

1800RESPECT

1800RESPECT provides a counselling helpline, information and support for people experiencing sexual assault or domestic and family violence. The service is available 24 hours a day, seven days a week.

1800respect.org.au

Phone 1800 737 732

consumer.vic.gov.au

1300 55 81 81 (local call charge)



Services from Consumer Affairs Victoria are available at Ballarat, Bendigo, Box Hill, Dandenong, Geelong, Mildura, Morwell, Reservoir, Wangaratta, Warrnambool and Werribee. Our mobile service regularly visits rural communities.

May 2019

TIS

Translating and Interpreting Service **131 450**

TTY

Textphone or modem users only, ring the National Relay Service (NRS) on **133 677**, then quote **1300 55 81 81**.

Callers who use Speech to Speech Relay dial **1300 555 727**, then quote **1300 55 81 81**.