

Model Residential Park Agreement

Residential Parks Act 2026

What this agreement is

This is a residential park agreement. It is covered by the *Residential Parks Act 2026* (the Act). It sets out the terms on which a resident may live on a site in a residential park.

That Act sets out what the park owner and the resident must do. Any terms the Act says must be in this agreement are included automatically. Where this agreement and the Act disagree, the Act overrides this agreement. If anything in this agreement is different from what the Act says, the Act applies instead. A term that tries to avoid a requirement of the Act has no effect.

Read this agreement carefully before you sign it. We strongly recommend that both the park owner and the resident get independent legal, financial or other advice before signing the agreement.

For the park owner

Before the resident signs, you must:

- give the resident the information and documents the Act requires, including the disclosure material detailed in section 16;
- make sure the agreement is in writing, in clear and simple language, and says which site it is about;
- make sure the agreement states the details of both parties, includes the terms the Act and regulations require, and includes any park rules in force for the park; and
- if the agreement is for a short, fixed term of 90 days or less, give the resident a separate warning notice and get their written acknowledgement before the agreement is entered into.

For the resident

Before you sign as the resident, you should:

- read this agreement carefully;
- check that the information in this agreement matches the disclosure material you have already been given and consider getting independent legal, financial or other advice.

After signing

Each party should make sure they have a copy of the signed agreement for their records.

Part A: Residential park details

Name of residential park

Address of residential park

Part B: Parties to this agreement (*Park owner = current owner or operator)

Park owner

Park owner's full name

Address for service

Registered office (if a company)

Emergency contact

Resident 1

Resident full name

Place of occupation (your address)

Additional contact details (optional)

Resident 2 (if applicable)

Resident full name

Place of occupation (your address)

Additional contact details (optional)

Part C: Site and terms of agreement

Site number/description

Term: This agreement is for (select one):

☐ Fixed term agreement

Fixed term commencing (date)

Fixed term ending (date)

☐ Periodic agreement

Commencement (date) and continuing period to period

If a fixed term is 90 days or less, it is generally treated as a periodic agreement unless specific warning notices are signed.

This agreement replaces any earlier agreement for the same site. Any earlier agreement is taken to have ended by agreement of the parties in accordance with the Act.

Part D: Rent and payment details

Rent accrues (mounts up) from day to day and is payable in advance for each payment period in accordance with section 44 of the Act

Rent amount (enter amount)

Rent payment frequency/period (enter frequency)

Date rent is due (enter date)

Permitted payment methods (enter methods)

Enter any information to support payment by bank transfer/ direct debit/ other agreed method.

Rent increases: Rent may not be increased more than once every 12 months, and 60 days' written notice is required

Part E: Security deposit

If a security deposit is payable, it cannot be more than 4 weeks' rent.

Only one security deposit may be required under this agreement

Amount of security deposit (if any)

Rental Deposit Authority reference number

Note: A park owner may not require a security deposit from a resident who, when the Acts commences, has held a right of occupancy for a continuous period of 5 years or more; and any deposit held at commencement in excess of the 4-week cap must be refunded (or applied to rent arrears or rent in advance by agreement).

Part F: Services, facilities and charges

Statutory charges: The park owner bears all statutory charges (land tax and rates).

Utilities:

- Electricity: The resident pays for metered consumption. The owner must provide a free account specifying the calculation and itemising all charges.
- Water/Gas: Resident pays if separately metered.

Prohibited payments: The park owner must not ask for, or accept, any payment from the resident in connection with entering into, renewing, transferring or extending this agreement, unless the payment is allowed under the Act. This also includes requiring any fee or charge the resident is asked to pay as a condition of entering the agreement.

Utilities separately metered:

☐

Electricity is separately metered to the site.

☐

Water is separately metered to the site.

☐

Gas is separately metered to the site.

☐

Any other prescribed payments as set out below.

Enter prescribed payments

Part G: Park rules

☐ Park rules are in force at this residential park and a copy of the park rules is attached.

☐ There are no park rules in force at this residential park.

If the park rules are amended, the park owner must give each resident written notice of the amendment at least 14 days before it takes effect, together with a written copy of the amendment and the date it takes effect. If the park owner does not do this, the amendment does not take effect and does not form part of this agreement.

Part H: Your rights and obligations at a glance - core terms of agreement

The Act makes certain terms part of every residential park agreement. The full terms are set out in the Schedule at the end of this agreement. This table is a short summary only and if there is any difference between this table, the Schedule or the Act, the Schedule and the Act apply. Keep in mind that when you sign this agreement, you are acknowledging that you are familiar with these terms and conditions.

Topic	In brief	Full term
Terms for part of the agreement	The terms in the Schedule are part of this agreement	Section 17
Transfer of the agreement	You can ask to transfer the agreement; the owner can't unreasonably refuse	Section 18
Sale of your dwelling	You can sell your dwelling on the site; the owner gets first option to buy	Section 19
Vacant possession	You are entitled to live on the site from the start of the agreement	Section 20
Quiet enjoyment	You have the right to live without unreasonable interference	Section 21
Access to the park	You have 24-hour access to your site and the common facilities	Section 22
Park owner's upkeep	The owner must keep the park clean and in reasonable repair	Section 23
Services	The owner must maintain water, electricity and other services	Section 24
Your upkeep	You must keep your site clean and return it in reasonable condition	Section 25
Charges	The owner pays rates and land tax; you may pay for metered utilities	Section 26
Alterations	You need the owner's written consent to alter or add to your dwelling	Section 27

Topic	In brief	Full term
Vacant possession in certain circumstances	You may be entitled to vacant possession in certain circumstances	Section 28
Standard of conduct	You must not cause a nuisance or interfere with others' peace	Section 29
Owner's right of entry	The owner may enter in an emergency or at an arranged time	Section 30
Your guests	You are responsible for the conduct of your guests	Section 31
Death of a resident	The agreement continues after a resident's death until the dwelling is sold or the site returned	Section 32

Note: Termination of the agreement and dispute resolution are dealt with under Parts 6 and 8 of the Act. They apply automatically and are not reproduced in this agreement.

Part I: Execution of agreement

This agreement is between the park owner and the resident. It starts on the date the last of them signs it. By signing, each party confirms they have read and understood the agreement, and agree to be bound by its terms and by the terms of the Act.

Both parties also confirm this agreement includes:

- a. all schedules attached to it;
- b. the park rules as amended from time to time in accordance with the Act;
- c. any terms under the Act requires to be park of this agreement, and if anything in this agreement conflicts with those terms, the conflicting part has no effect.

Signed by park owner

Name of park owner/ authorised representative

Position/ Authority (if signing as agent or representative)

Signature

Date

Signed by resident(s)

Name of resident 1

Signature

Date

Name of resident 2 (if applicable)

Signature

Date

Schedule: Statutory terms

This Schedule sets out, in plain English, the terms that the Act makes part of every residential park agreement (ss 17–32). They are deemed to form part of every agreement (s 17(1)). If there is any difference between this Schedule and the Act, the Act applies.

1. Terms form part of the agreement (s 17)

Each term in this Schedule forms part of this agreement. Any term of this agreement that tries to override, defeat, evade or prevent the operation of a term in this Schedule is void to that extent.

2. Transfer of the agreement (s 18)

A resident may ask, in writing, to transfer this agreement to another person nominated by them. Their park owner must not unreasonably refuse the transfer and must respond within 14 days (or a longer period agreed with the resident). Any additional term about transfer is void to the extent it prevents the transfer or requires anyone to pay for it.

3. Sale of dwelling on the site (s 19)

If a resident owns a dwelling on the site, they may sell it while it remains on the site. If they intend to sell, they must tell their park owner in writing and give them the first option to buy at market value. If no sale to the park owner is agreed within 14 days, the option lapses and the dwelling may be offered to others.

4. Vacant possession (s 20)

A resident is entitled to vacant possession of the site from the start of the agreement (except any part where exclusive occupation is not given). Their park owner must ensure there is no legal impediment (that they know or ought to know about), to the resident living there.

5. Quiet enjoyment (s 21)

A resident has the right to quiet enjoyment of the site without interruption by their park owner or anyone acting for them. The park owner must not interfere a resident's reasonable peace, comfort or privacy, and must take reasonable steps to stop others from doing so.

6. Access to the park (s 22)

A park owner must provide the resident with 24-hour access to the site (including vehicle access) and to the park and common bathroom and toilet facilities, and access during reasonable hours to other common areas. If a lock or device restricts entry, the park owner must give the resident a way to operate it and keep it working. The park owner must not refuse access to guests visiting at reasonable hours and must not refuse access to the park or site without lawful excuse.

7. Park owner to keep park clean and maintained (s 23)

A park owner must ensure the site is reasonably clean when the resident moves in, keep common areas and gardens reasonably clean, and arrange regular garbage collection. The park owner must also ensure the site and common areas are in reasonable repair (having regard to their age, character and expected life), comply with statutory requirements, and minimise disruption when repairing common bathroom, toilet or laundry facilities. The repair obligation applies even if the resident knew of the disrepair, but only if the park owner has been told of the defect and fails to act with reasonable diligence.

8. Maintenance of services (s 24)

If services (water, electricity, heating, grey water removal, or other prescribed services) are provided under this agreement, the park owner must take all reasonable steps to maintain them, and to reconnect them if they are disconnected.

9. Resident to keep the site clean and maintained (s 25)

A resident must keep the site reasonably clean, tell their park owner of any damage they (or their guests) cause, and not intentionally or negligently cause or permit damage. At the end of the agreement, the resident must return the site in reasonable condition and cleanliness, taking into account its condition at the start and fair wear and tear.

10. Charges for the site (s 26)

A park owner bears all statutory charges (rates and land tax) for the site. The agreement may require the resident to pay for separately metered water, gas or bottled gas, and other prescribed payments. The resident is not required to pay for electricity unless the park owner provides a free account showing how the charge was calculated and itemising any related charges.

11. Alterations to the site (s 27)

A resident must not alter or add to the exterior of the dwelling, or add a structure to the site, without the park owner's written consent. The park owner must not unreasonably withhold consent, must respond within 14 days, and must not charge more than their reasonable expenses. If no response is received within 14 days, consent is deemed to have been provided. If consent is refused, the park owner must give written notice of the refusal and the grounds.

12. Vacant possession in certain circumstances (s 28)

A resident is not liable for breach (or other sanction) for failing to give vacant possession if the agreement ends under the Act, the park owner prevents the resident from entering, and the resident cannot remove their dwelling as a result.

13. Standard of conduct (s 29)

A resident must not use the site or common areas for an illegal purpose, cause or permit a nuisance, or interfere with the reasonable peace, comfort or privacy of another resident or a person living nearby.

14. Park owner's right of entry (s 30)

A park owner may enter a dwelling on the site in an emergency (including urgent repairs or averting a serious risk), at a time arranged with the resident, or at a reasonable time to read a meter, check statutory compliance, or carry out a required inspection. The park owner may also enter if they reasonably believe the dwelling is abandoned. When entering, the park owner must not be unreasonably intrusive or enter or remain beyond what is reasonably necessary.

15. Resident responsible for guests (s 31)

A resident is responsible for the acts or omissions of anyone on the park at their invitation or with their consent, to the extent those acts or omissions would be a breach if done by the resident.

16. Rights of access on death of resident (s 32)

If a resident dies while the agreement is in force, the tenancy does not pass to beneficiaries of the estate just because of the death. If the deceased was the sole resident, the agreement continues until the dwelling is sold, the agreement is transferred, the site is held to be abandoned, or the site is vacated and returned, whichever happens first.