8 February 2026

Department of Justice
Office of the Secretary
GPO Box 825
Hobart TAS 7001

via email: haveyoursay@justice.tas.gov.au

To the Department of Justice,
Re: *Residential Parks Bill 2026 (Tas)*

We welcome the opportunity to provide comment on the *Residential Parks Bill 2026* (Tas)('the Bill').[1] We are very pleased that the State Government is fulfilling an election commitment to draft legislation to better regulate long-term residents of caravan and holiday parks ('residential parks'). Whilst we acknowledge that some long-term caravan and holiday park residents ('residents') are attracted by the lifestyle, including location, affordability and flexibility compared to other forms of housing, many residents have no choice but to live in residential parks because of cost-of-living pressures and the difficulty in securing affordable housing. Of the residents living in residential parks due to a lack of alternatives, a 2003 report found that most come from vulnerable groups: youth, single women (especially women with children escaping domestic violence), families and single men.[2]

Failure to recognise all long-term residents

We strongly believe that all long-term residents of residential parks should have the same legal protections. As it stands, the Bill is limited to long-term residents who are renting a site (i.e. bring their own dwelling). Those long-term residents who are renting a dwelling at a residential park will have little protection. Though it appears to be assumed that these residents are instead covered by the *Residential Tenancy Act 1997* (Tas) ('the Act'), it is not expressly the case and the Act clearly provides that the Act does not apply to "any premises ordinarily used for holiday purposes".[3] In the Tenants' Union of Tasmania's experience, some park owners rely on this provision to argue that residents are not

[1] We would like to acknowledge those persons and organisations who gave freely of their time in assisting with our submission.
[2] Australian Housing and Urban Research Institute, *On the margins? Housing risk among caravan park residents* (AHURI Final Report No. 47: August 2003) at 57.
[3] Section 6(2)(b) of the *Residential Tenancy Act 1997* (Tas).

protected by the Act with residents given as little as a couple of hours to vacate their home. It is also worth noting that the people who need to rent a dwelling in a caravan park will often be the most disadvantaged. Excluding those from the Bill who do not bring a dwelling with them will further entrench disadvantage. We also note that the narrow definition of 'resident' is inconsistent with every other Australian jurisdiction.[4] We strongly recommend that the Bill is amended to ensure that all long-term residents are covered, or alternatively that the Act is amended to expressly provide that renters of dwellings in caravan parks are covered by the Act.

Application of Act

Clause 4(1) of the Bill provides that the protections set out in the Bill will only apply to an agreement that "confers a right on the person to occupy that site for a term of 90 days or longer". We believe that if a resident is living at a residential park as their principal place of residence there should be no threshold of 90 days. We recommend that the 90-day requirement is removed with emphasis placed on the home being the resident's principal place of residence and not the number of days in which they have lived in the residential park. If a threshold is deemed necessary, we recommend Queensland's threshold of 42 days.[5]

Jurisdiction should be appealable

Clause 5(2) of the Bill provides that where there is a dispute about the application of the Act, "the Director is to determine the dispute; and unless otherwise specified in this Act, the determination is final". We strongly believe that a subclause should be inserted providing for a right of review to the Tribunal.

Standard form agreement

We support the requirement that residential park agreements are in writing and include all essential terms and conditions. However, two essential terms that are currently missing is the amount of rent that needs to be paid and the length of the agreement. Rather than amending clause 13 to provide for essential terms and conditions, we recommend the adoption of the Northern Territory model, where the Act prescribes a standard form agreement which must then be used by all park owners.[6]

Clarifying appeal rights

Plain English provisions make laws more accessible. In circumstances where there is a right of appeal or an ability to make an application to the Tribunal, the clause should make that clear. Clause 17 of the Act provides that a park owner must not unreasonably refuse a request to transfer the residential park agreement from a resident to a prospective resident. However, the clause does not make clear that the resident has a right of appeal to the Tribunal.[7] Clause 65 of the Bill on the other hand provides that where the resident has breached the residential park agreement, they can be served with a written notice of

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[4] Section 143AA(1)(a) of the *Residential Tenancies Act 1997* (Vic); section 5(1)(a) of the *Residential Parks Act 1998* (NSW); section 9(2)(a) of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld); section 6(1)(b) of the *Caravan Parks Act 2012* (NT); section 5(1) of the *Residential Parks Act 2007* (SA); section 5(1)(a) of the *Residential Parks (Long-stay Tenants) Act 2006* (WA).

[5] Section 47 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).

[6] Section 27 of the *Caravan Parks Act 2012* (NT). See also https://consumeraffairs.nt.gov.au/_resources/documents/for-consumers/caravan-parks-legislation/standard_form_agreement.pdf (accessed 8 February 2026).

[7] There is a right of appeal but it is located in clause 94 of the Bill.

termination, and they have a right of appeal to the Tribunal.[8] For clarity, we strongly recommend that clause 17 includes a subclause alerting residents to their right of appeal.

Similarly, clause 102 provides that "an agreement or arrangement that is inconsistent with this Act, or purports to exclude, modify or restrict the operation of this Act, is to that extent, void". There is no express clause making clear that the resident can challenge the clause. Again, a subclause making clear that the resident can challenge the clause would be helpful.[9]

Minimum standards

Pursuant to clause 22 of the Bill a number of minimum standards are ensured for residents entering into an agreement. They include that a park owner must ensure that the rented property is in a reasonable state of cleanliness and that, during the agreement, the park owner will keep the common areas in a reasonable state of cleanliness and arrange for regular collection of garbage.[10] However, we strongly believe that there should be a requirement that the resident has access to water and electricity as is the case in Western Australia and Victoria[11] and that any dwellings provided under an agreement must be habitable and in good repair.

Further, clause 22(3)(b) currently provides that a park owner is only liable to carry out repairs if they have "been informed of the defect requiring repair". To ensure that park owners cannot be wilfully blind to the need for repairs we recommend the addition of "or ought reasonably to have known of the need for the repair".[12]

Discrimination

Clause 37 of the Bill provides that a park owner must not refuse to enter into a residential park agreement with a prospective resident solely on the basis that a child is intending to live on the rented property. It is unclear why discrimination on the basis of familial responsibilities is recognised but no other forms of discrimination such as race, sex, disability or sexual orientation. We recommend that the example be retained but that an additional subclause is inserted making clear that park owners also cannot discriminate based on other prescribed attributes.[13]

Bond

There does not appear to be any independent process for the return of bond with the Bill merely providing that a park owner may require that a bond be paid and that it cannot

[8] Clause 65(1)(c) and clause 95 of the Bill.

[9] A model that could be considered is section 16 of the *Residential Tenancy Act 1997* (Tas) which provides that "either party to a residential tenancy agreement may apply to the Court for an order determining whether or not a provision of the agreement is inconsistent with this Act... [and] the Court may – (a) order that the provision be modified in a specified manner; or declare that the provision has no effect.

[10] Clause 22 of the Bill.

[11] Regulation 37 of the *Caravan Parks and Camping Grounds Regulations 1997* (WA) provides that "all caravan sites at a facility are to be supplied with electricity… [and] all long stay sites are to have a separate meter to record the electricity, if any, supplied to that site". Regulation 43 provides that "…there is to be a tap or water connection point with a supply of potable water at every long stay site". Also see Division 2 of the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2024* (Vic).

[12] Section 65(3A) of the *Residential Tenancies Act 2010* (NSW).

[13] See, for example, section 206JC of the *Residential Tenancies Act 1997* (Vic) which provides that a park owner must not discriminate in the provision of accommodation.

exceed 4 weeks' rent.[14] The failure to include a process for the payment of bond means that if there is a dispute at the end of residency about apportionment, the resident will be required to instigate a claim against the owner - a process that was abolished for residential tenants with the establishment of the Rental Deposit Authority. We strongly recommend that the Bill make clear that bond can only be required upon receipt of a condition report (which could be as little as a picture of the resident's site), that the bond is held by the Rental Deposit Authority and that a process is established for the return of the bond at the end of a tenancy.[15] In Western Australia, for example, bond has to be paid to the bond administrator and apportionment of the bond at the end of a tenancy can be reviewed by the Tribunal.[16]

Payment of rent

Clause 40 of the Bill sets out that a park owner can either receive the rent in person or must provide an alternative method of payment. For residents who do not want to pay personally, we recommend that it is made explicit that at least one alternative option must be fee free as is the case for residential tenants.[17] We also recommend that it is made explicit that a park owner must allow payments to be made through Centrepay.[18]

Finally, we do not believe that park owners should be able to use excess rent money to cover other liabilities of the resident as is currently allowed in clause 40(2). If there are other liabilities, the park owner should be required to make an application through the bond or a finding by the Tribunal that the monies are owed.

Variations of rent

Clause 42(3)(b) of the Bill provides that a park owner may increase the rent payable under a residential park agreement if the agreement is for a fixed term and the agreement specifically allows for an increase in rent. We strongly recommend that the fixed term agreement specify the amount of the increase or calculation method to be used so that the resident is aware in advance of the likely increase. In NSW for example, the Act provides that rent "must not be increased during the currency of the fixed term unless the amount of the increase, or a method for calculating the amount of the increase, is set out in the agreement".[19]

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[14] Clause 39 of the Bill.

[15] For example, section 26(1) of the *Residential Tenancy Act 1997* (Tas) provides that an owner may only require that bond be paid if two condition reports are provided and that the tenant must return a signed copy to the owner and section 25(2)(a) of the Act provides that the bond must be paid to the Rental Deposit Authority and section 29B-C that the Residential Tenancy Commissioner can determine bond disputes brought be either the tenant or the landlord.

[16] Sections 22(1)(b) and 74C of the *Residential Parks (Long-stay Tenants) Act 2006* (WA). See also sections 146-147 and 419A of the *Residential Tenancies Act 1997* (Vic).

[17] Section 17(3A) of the *Residential Tenancy Act 1997* (Tas) mandates that "a rent-collection agency must not require a person, who pays, or is to pay, to the agency rent in relation to residential premises, to pay a fee or charge in relation to the rent or receiving the rent".

[18] Section 150A(3)(a) of the *Residential Tenancies Act 1997* (Vic) for example providing that a park owner "… must permit the resident to pay the hiring charge or rent by the following payment methods – the bill paying service known as Centrepay administered by the Department of Human Services of the Commonwealth".

[19] Section 53(6) of the *Residential Parks Act 1998* (NSW).

Temporary reductions of rent

Clause 43 of the Bill provides that the rent payable under a residential park agreement may be reduced on a temporary basis, by mutual agreement between the park owner and the resident. The clause is likely to be relied on in circumstances where the park owner withdraws services or is otherwise failing to comply with the agreement. However, if there is not a mutual agreement it is not clear that the resident has a right of review to the Tribunal.[20] Again, we recommend that a subclause is inserted making clear that if there is no agreement, the resident has a right of review to the Tribunal.

'Excessive' rent increases

Clause 44 of the Bill provides that the Tribunal may determine a proposed rent increase 'excessive'. In determining whether the rent increase is excessive the Tribunal is to consider a range of factors many of which are also recognised in determining unreasonable rent increases in residential tenancy agreements. To ensure consistency with the *Residential Tenancy Act 1997* (Tas) we recommend that the Residential Tenancy Commissioner be tasked with determining proposed rent increases and that there is a right of appeal from the RTC to the Tribunal.

Similarly, like residential tenants we believe that residents of residential parks should have 60 days to challenge proposed rent increases rather than the 30 days currently proposed.[21] Given that residents of residential parks will on occasion be more vulnerable than residential tenants, it is difficult to understand why a different timeframe should be applied. Further, to ensure consistency between the two Acts we recommend that the terminology in the Bill refer to 'unreasonable' rent increases as this will ensure consistency of decision making.

Finally, we recommend that a process is established setting out when and how much extra rent the resident needs to pay pending the Tribunal decision. We recommend the adoption of the Victorian model, where pending the Tribunal's decision, the resident must pay from the time the proposed increase is to apply the lesser of the proposed rent increase or 110 per cent of the rent immediately before the notice was given.[22]

Park owner's duty to keep proper records of rent

Clause 45 of the Bill provides that a park owner must ensure that a proper record is kept of all rent received under an agreement**.** We recommend that a subclause be inserted requiring a record of all rent received in respect of the dwelling to be kept for a period of at least 12 months after the agreement is terminated. This will ensure that records are retained in the event of a legal dispute or where a reference may be requested.[23] To that end, the park owner should also be required to provide a copy of the record to a resident or former resident upon request.

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[20] The Tribunal does have the power to reduce rent on a temporary basis with clause 90(1)(d) of the Bill providing the Tribunal with the power to modify a residential park agreement to enable the resident to recover compensation payable to the resident by way of a reduction in the rent otherwise payable under the agreement.

[21] Section 23(1B) of the *Residential Tenancy Act 1997* (Tas).

[22] Section 206Z(1) of the *Residential Tenancies Act 1997* (Vic). After making an order, section 206Z(2) provides the Tribunal with the ability to also order than any excess rent paid by the resident be refunded.

[23] See, for example, section 61 of the *Residential Tenancy Act 1997* (Tas); section 49 of the *Residential Parks Act 1998* (NSW); section 151(2)(a) of the *Residential Tenancies Act 1997* (Vic).

Order for Repairs
Clause 50 of the Bill provides that a resident is entitled to recover, from the park owner, the reasonable cost of repairs carried out on rented property or a common area. In the Tenants' Union of Tasmania's experience, residential tenants are rarely able to pay for the cost of repairs, and this is even more likely to be the case with some residents. Residential tenants can resolve most repair issues, at no cost, by making an 'Application for an Order for Repairs' to the Residential Tenancy Commissioner.[24] We strongly recommend that residents are able to access a similar conflict resolution process.

Break lease fees
Clause 54 of the Bill currently notes that "the rules of the law of contract about mitigation of loss or damage on breach of a contract apply to a breach of a residential park agreement". In our submission, this could be clarified. Rather than writing that the rules of mitigation of loss or damage apply, the clause should instead state that the park owner is to take reasonable measures to mitigate any loss or damage to the premises and is to take all reasonable measures to enter into a new agreement as soon as possible after the early vacation of the premises.[25]

We also strongly recommend that break lease fees are capped as all States and Territories agreed to implement in 2023 in relation to residential tenants.[26] The model recommended was that break lease fees for fixed term agreements be limited to a maximum prescribed amount which declines according to how much of the lease has expired (e.g. a maximum of four weeks' rent if less than 25 per cent of the fixed term has expired).

Termination must be an order of Tribunal not park owner
Clause 61 of the Bill provides that a residential park agreement is terminated when "the park owner or the resident terminates the agreement". In short, the agreement is terminated by the notice taking effect not an order of the Tribunal. This is radically different to the *Residential Tenancy Act 1997* (Tas) where a notice taking effect merely provides the landlord with the ability to make an application for a possession order. Until the Magistrates Court grants the possession order, the lease continues meaning that the tenant must continue to pay the rent and otherwise abide by the terms of the residential tenancy agreement. Pursuant to section 95 of the Bill, the agreement has already terminated before it gets to the Tribunal. The tribunal is determining whether it *has* terminated rather than whether it *should be* terminated. In our opinion, the drafting of the Bill raises several issues:

1. What is the legal status of the parties in the period between the lease having been terminated but the possession order not yet having been made? Does the resident have to pay rent? Does the park owner have to carry out repairs and ensure utilities and facilities can continue to be used?
2. If as part of the possession application the tribunal determines that the lease was not properly terminated, what is the retroactive effect?

[24] Section 36A of the *Residential Tenancy Act 1997* (Tas).
[25] Section 64A of the *Residential Tenancy Act 1997* (Tas).
[26] The Honourable Anthony Albanese MP, Prime Minister of Australia, 'Meeting of National Cabinet – Working together to deliver better housing outcomes', *Media Release*, 16 August 2023, Attachment 2.

We strongly recommend that a notice to vacate taking effect should merely provide the park owner with the ability to apply for termination/a possession order. We also note that our preferred process is consistent with the *Residential Tenancy Act 1997* (Tas) and with the residential park provisions of most Australian jurisdictions.[27]

Breaches of lease agreement

As the Bill is currently drafted, either a resident or a park owner can serve a termination notice for a breach.[28] The termination notice must specify the breach and inform the offending party that they have 21 days to remedy. In circumstances where a resident has breached the residential park agreement, has not remedied the breach but not yet moved out of the property, the park owner can make an application to the Tribunal where the validity of the notice will be assessed.[29] However, where the offending party has been given notice "on at least 2 previous occasions" the notice does not need to state that there is a right of review meaning that some will accept that the residential park agreement is terminated. Expressed in another way, a breach results in the resident having to be informed that they can appeal the notice but if there are 2 or more previous breaches there is no requirement to inform the resident that they can appeal. In our experience, notices that do not inform parties of their right of review are often interpreted as meaning that they must vacate the property. We strongly recommend that a subclause is added to paragraph 66 in which the party serving the termination notice for breach must inform the other the other party of their right of review.

End of 'no grounds' evictions

Clauses 67 and 68 of the Bill provides that a park owner can terminate both a fixed term and periodic agreement without specifying a ground for the termination. In the case of a fixed term agreement, the eviction must be at the end of the park agreement whereas for a periodic lease agreement it can be at any time. Although some protective measures are included,[30] we do not support residents being able to be evicted without a good reason. In the Tenants' Union of Tasmania's experience, evictions for end of lease are utilised so that landlords do not have to justify the tenant's eviction and it is likely that the same loss of procedural fairness will occur with residents of residential parks. It also acts as a chilling effect on tenants exercising their notional rights. Removing the clauses will still provide park owners with the ability to evict residents for serious misconduct, or because the residential park is being redeveloped, sold or used for another purpose, but in all these examples, the resident will be provided with a right of review. Given that there is a risk of homelessness for residents evicted from residential parks, we believe that a right of review is a reasonable request. We strongly recommend that clauses 67 and 68 are removed.

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[27] Part 7, Division 1 of the *Residential Tenancies Act 1997* (Vic); section 83 of the of the *Residential Parks Act 1998* (NSW); Chapter 5 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld); Part 10, Division 5 of the *Caravan Parks Act 2012* (NT); Part 5, Division 2 of the of the *Residential Parks (Long-stay Tenants) Act 2006* (WA).

[28] Clause 65(1) of the Bill.

[29] Clause 95 of the Bill.

[30] In relation to both periodic and fixed term agreements, the park owner must give the resident 60 days' notice. A further protective measure for fixed term agreements is that is that the park owner can only rely on the clause where the resident has lived in the property for less than five years.

Termination of periodic tenancy agreement due to sale of rented property
Pursuant to clause 71 of the Bill, a park owner can terminate a periodic tenancy agreement because the property is to be sold and the sale contract requires the resident/s to deliver vacant possession. We recommend that the termination notice be required to attach proof of the sale agreement to ensure transparency. A similar requirement is found in the *Residential Tenancy Act 1997* (Tas).[31]

Action to deal with abandoned property other than personal documents
Whilst we support a time and cost-effective means of disposing of abandoned goods as set out in clause 79, there needs to be recourse if the value of disposed or destroyed goods is in fact more than "the cost of removal, storage and sale of the property". To deter breaches of the clause, we recommend the addition of a subclause, providing residents with a right to apply to the Tribunal for compensation if they believe that the park owner has not complied with the provision. We also recommend that the Director be provided with the ability to issue a fine in appropriate cases.

Application to Tribunal if park rules are considered unreasonable
Clause 85 of the Bill sets out that an application may be made to the Tribunal to declare a park rule unreasonable if an application is made by a majority of residents. We believe this is a significant hurdle that will make it harder to have unreasonable rules overturned or amended. We strongly believe that a resident -rather than most residents- should be able to make an application to the Tribunal and that the Tribunal have the power to set aside or modify the rule both for the resident and some/all other residents. A useful model is found in NSW where the Tribunal can set aside or modify the operation of the park rule in its application to some or all the residents of the residential park.[32] Relevantly, most Australian jurisdictions require only one park resident and not a majority of park residents to make an application to have the park rule set aside/amended.[33]

Applying a 'reasonable and proportionate' test when making orders of termination
Victoria is currently the only jurisdiction in Australia that applies a human rights approach to evictions. When considering the making of a termination order, the Victorian Civil and Administrative Tribunal (VCAT) must be satisfied "that in the circumstances of the particular application, it is reasonable and proportionate… to make the order…".[34] In other words, even when the termination notice is ostensibly valid, VCAT may only evict the resident if it is appropriate, taking into account a number of factors including the personal circumstances of the parties, and the likelihood that the resident will be made homeless as a consequence of the order. VCAT also has the power to impose payment plans or behaviour orders in lieu of eviction, where it is appropriate.[35]

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[31] Section 43(3A) of the *Residential Tenancy Act 1997* (Tas) provides that "a notice to vacate on the ground that the premises are to be sold or transferred is of no effect unless there is served with the notice proof of an agreement to sell the premises or to transfer the premises to another person".
[32] Sections 88, 90 of the *Residential Parks Act 1998* (NSW). See also section 187 of the *Residential Tenancies Act 1997* (Vic).
[33] Section 187 of the *Residential Tenancies Act 1997* (Vic); sections 88, 90 of the *Residential Parks Act 1998* (NSW); section 233 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld); section 141 of the *Caravan Parks Act 2012* (NT); section 63B of the *Residential Parks (Long-stay Tenants) Act 2006* (WA).
[34] Section 330(f) of the *Residential Tenancies Act 1997* (Vic).
[35] Sections 331 and 332A of the *Residential Tenancies Act 1997* (Vic).

We welcome the recognition in the Bill that for breaches of the lease agreement a similar test will be applied with clause 95(2) of the Bill providing the Tribunal with the power to find that a lease agreement has been validly terminated, "but it is reasonable in the circumstances to reinstate the agreement,… on such conditions as the Tribunal considers appropriate". We strongly believe that the power should be extended to all termination notices and should therefore be included in the general powers of the Tribunal set out in clause 90.

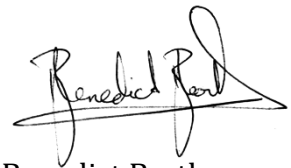
Subletting

An issue that is not addressed in the Bill is subletting, in which the head resident sub-leases the dwelling or site. We recommend that subletting is expressly provided for in the Bill, with safeguards put in place to protect park owners, including that a park owner can reasonably refuse a subletting request,[36] but also that a resident can apply to the Tribunal for a review of a refusal. We also recommend the inclusion of a provision mandating that the rent under a sub-lease is not more than what is paid under the head-lease to prevent exploitation, and that a head tenant has the same obligations as a park owner, and the sub-resident the same rights as a resident, with respect to the sub-agreement. In Victoria, for example, a resident may sub-let but only with the park owner's written consent.[37] Park owners cannot unreasonably withhold consent or ask for a fee for providing consent[38] and the resident has a right of review to the Tribunal.[39]

Appropriate resourcing

The passing of the Bill is likely to increase the workload of the Tenants' Union of Tasmania and other tenancy support organisations. It is hoped that thought will be given to providing appropriate additional resourcing.

If you have any queries, or we can be of any further assistance, please do not hesitate to contact us.



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[36] Sections 49 and 50 of the *Residential Tenancy Act 1997* (Tas).
[37] Section 206ZZE of the *Residential Tenancies Act 1997* (Vic).
[38] Section 206ZZE and 206ZZG of the *Residential Tenancies Act 1997* (Vic). Also see sections 13 and 32O of the *Residential Parks (Long-stay Tenants) Act 2006* (WA); Part 9 of the *Caravan Parks Act 2012* (NT).
[39] Section 206ZZF of the *Residential Tenancies Act 1997* (Vic).