

CLAUSE NOTES

Residential Parks Bill 2026

- Part 1** **Preliminary**
- Clause 1** **Short title**
Provides for the short title to be the Residential Parks Bill 2026
- Clause 2** **Commencement**
This Act commences on proclamation as opposed to commencing automatically upon Royal Assent. A proclamation sets down a specific day for commencement of the Act.
- Clause 3** **Interpretation**
This clause provides definitions for a range of terms used under the Act.
- Clause 4** **Application of Act to certain agreements**
Applies to occupancy agreements where the site is (or will be) the person's principal place of residence and the right to occupy is for 90 days or more, including consecutive fixed terms adding up to 90+ days.
Occupation for 90+ days is presumptive evidence the Act applies, excluding periods without an agreement or after lawful removal action.
- Clause 5** **Non-application of Act to certain agreements**
This clause outlines a range of situations or agreements to which this Act does not apply. The clause also provides the Director of Consumer Affairs with power to determine a dispute about when the Act does not apply to a specific agreement.
The clause also reinforces that describing an agreement as one for a holiday, is not, by itself, sufficient to exclude it from the operation of the Act.
- Clause 6** **Application of Act**
This clause specifies the Act is not intended to override any other legislation unless that intention is specifically stated in the Act.

Part 2 Administration of Act

Clause 7 Functions and powers of Director

The Director of Consumer Affairs has a range of powers and functions under the Act and these are listed in general terms in this clause.

The Director can delegate any of these powers or functions however a delegate cannot further delegate these powers and functions.

Clause 8 Director to maintain register of residential parks

Under the Act the Director is responsible for maintaining a freely available online register of residential parks.

Park owners commit an offence if within the provided timeframe they fail to: register their residential park; amend any provided details; or notify that their park is no longer a residential park.

Regulations can prescribe additional information that must be included on the Register and/or must be provided to the Director.

PART 3 RESIDENTIAL PARKS AGREEMENTS

Division 1 General

Clause 9 Application of Part

This clause clarifies that Part 3 applies to reissued, transferred or subsequent agreements, as well as new agreements.

Clause 10 Park owner to prepare residential park agreement

This clause provides that it is the park owner's responsibility to prepare a residential parks agreement without passing on any preparation costs.

The Director can publish a model residential park agreement for use and adaptation by park owners. This is not a prescribed form or document and so not made or varied by the Director through regulations.

Clause 11 Park owner to provide copies of residential park agreement

A prospective resident must be provided with the proposed residential park agreement prior to committing to it. The park owner is obliged to provide an executed copy of the agreement within 14 days.

Clause 12 **Non-compliance not to affect validity or enforceability of residential park agreement**

A residential park agreement is not rendered void in its entirety if it does not comply with this Part of the Act.

Clause 13 **Status of certain fixed-term residential park agreements**

Fixed short terms (90 days or less) are treated as periodic tenancy agreements (with the same period as the fixed term) unless the park owner can show either the resident requested the short fixed term and did not intend to renew it, or the resident signed an advanced warning notice acknowledging the short stay and confirming an expectation not to continue.

Division 2 ***Form of residential park agreement***

Clause 14 **Residential park agreement to be in writing**

This clause outlines key requirements in relation to the wording and information provided in the residential park agreement itself. This clause includes the requirement that the agreement be in writing other than in very specific circumstances.

It is an offence for a park owner to enter into a residential park agreement that does not comply with this clause.

Clause 15 **Park rules form part of agreement in certain circumstances**

This clause provides that if park rules in place in respect of a residential park, these rules form part of a residential park agreement. Any change to the park rules must be provided to each resident in writing along with notice of when the amendment takes effect.

The clause provides that failing to notify an amendment is an offence and results in the amendment not forming part of the residential park agreement and does not apply to that park.

Clause 16 **Other information to be provided to residents**

This clause sets out a range of information that must be given to a resident before or at the time they enter into an agreement.

This information can only be provided later where the agreement is for 90 days or less and the resident waived the right to the information at the time of entering into the agreement.

Division 3 ***Statutory terms of residential parks agreements***

Clause 17**Terms form part of residential park agreement**

This clause provides the statutory terms outlined in this division automatically form part of any residential park agreement.

It also renders void any agreement provision that attempts to override, defeat, evade, or prevent the operation of these statutory terms.

Clause 18**Agreement is transferrable**

This clause sets down a resident's right to seek to transfer a residential park agreement to another person.

A resident can submit a written request to a park owner seeking to transfer an agreement. A park owner cannot unreasonably refuse a request and must respond within 14 days (or a longer period by mutual agreement).

A residential park agreement cannot include terms preventing its transfer or require a fee or charge for doing so.

Subclause 3 confirms a park owner and a new resident may agree vary terms or conditions as part of the transfer of the agreement.

A transfer may be made conditional on the sale of the dwelling on the site to which the agreement relates.

Regulations may be made to provide more details as to what may constitute reasonable grounds for refusing a transfer of an agreement.

Clause 19**Sale of dwelling on site**

A resident who owns a dwelling located on the site subject to the agreement has the right to sell that dwelling.

The resident must provide the park owner with a first option to purchase the dwelling and if no sale is agreed to within 14 days, the option lapses and the resident is entitled to offer the dwelling for sale to other parties.

Clause 20**Vacant possession**

From the first day of the residential park agreement, the resident is entitled to vacant possession of the site.

Clause 21**Quiet enjoyment**

It is a statutory term of any residential park agreement that a resident is entitled to 'quiet enjoyment' of the rented property. A

park owner cannot interfere with the reasonable peace, comfort or privacy of the resident, including their access to common areas.

Clause 22 Access to residential park

A resident has a statutory right of access under any agreement. This includes vehicular access.

A park owner also cannot refuse reasonable access to a resident's guests or visitors.

This clause does not prevent a park owner putting reasonable parameters around guests accessing the park.

It is an offence for a park owner to refuse access to the residential park.

Clause 23 Owner to keep residential park clean and maintained

It is a requirement under any residential park agreement that the park owner ensures the rented property and common areas are kept in a reasonable state of cleanliness (and repair), including the collection of rubbish from the park. This applies when the resident enters occupation of the rented property and throughout the agreement.

Clause 24 Maintenance of certain services

Where relevant services (e.g., water, electricity, heating, grey-water removal, or prescribed services) are part of the agreement, the owner must take reasonable steps to maintain and reconnect them if disconnected.

Clause 25 Resident to keep residential park clean and maintained

Residents must keep the site reasonably clean, avoid causing damage (including by permitted persons), and report damage.

On exit, they must return the site in reasonable condition and cleanliness, allowing for condition at entry and fair wear and tear.

Clause 26 Charges in respect of rented property

By default, owners bear all statutory charges (e.g., rates, land tax).

Agreements may require residents to pay separately metered water/gas usage, bottled gas, and prescribed payments. Regulations may require owners to provide supporting information on request.

Electricity charges may only be recovered if the owner provides an itemised account showing how much the resident is being charged for the supply of electricity and how that amount was calculated.

Clause 27 Alterations to site by resident

Residents need written consent for making external dwelling alterations or adding structures. Owners must not unreasonably withhold consent, must respond within 14 days, and may only charge reasonable expenses for considering requests. Written refusals must be supplied in writing.

A reasonable refusal might include legal non-compliance or unreasonable impacts on other residents' rights.

Clause 28 Resident to comply with standard of conduct when within the residential park

Residents must not use the site or common areas for illegal purposes, create a nuisance, or unreasonably interfere with other residents' or neighbours' peace, comfort or privacy.

Clause 29 Owner has right of entry in certain circumstances

A park owner may enter a dwelling on site for emergencies (including urgent repairs), by prior arrangement, at reasonable times to read meters (where usage is payable), to check or ensure statutory compliance, or as authorised by another Act; and if the dwelling is reasonably believed to be abandoned.

When entering, a park owner must not act intrusively, enter unrelated parts, or stay longer than needed without consent.

It is an offence for a park owner to contravene this provision.

Clause 30 Vicarious liability of resident for guests

Residents are responsible for acts or omissions carried out by their guests or visitors that form a breach of the residential park agreement.

Clause 31 Right of access on death of resident

Tenancy does not automatically vest in beneficiaries. If the deceased person was the sole resident, the agreement continues until the dwelling is sold, the agreement is transferred, the property is deemed abandoned, or it is vacated and returned in accordance with the Act.

Division 4**Continuation or reissue of certain agreements****Clause 32****Interpretation of Division**

It defines a long-term fixed agreement as: a fixed term of 5+ years, or a shorter fixed term where the resident has occupied within the park for 5+ years overall.

Clause 33**Certain agreements continue as periodic tenancy agreements**

If a fixed-term agreement ends without termination or reissue, it rolls over to a periodic tenancy with a period equal to the rent payment interval and otherwise on the same terms.

Clause 34**Certain fixed agreements to be reissued**

If a long-term fixed agreement has not been terminated and no party has sought variation, it is taken to be reissued for the same fixed term on the same terms, and the owner must give the resident the reissued agreement within 28 days.

If a party seeks variation at least 90 days before expiry, a prescribed review occurs and the agreement is reissued on agreed terms. Either party may apply to the Tribunal if an agreement cannot be reached. If the review is not finished by the expiry date, the fixed term is extended until it is completed and the agreement reissued.

Clause 35**Certain agreements must be reviewed before being reissued**

Where a resident has held a right of occupancy under a periodic agreement for 5+ years, the owner must consult the resident, review the agreement in the prescribed way, and reissue it on agreed terms. Any dispute arising in this process may be taken to the Tribunal.

Clause 36**Review of agreements not required in certain circumstances**

No review or reissue is required if: (a) for long-term fixed agreements, the resident opts in writing to continue as periodic; (b) for qualifying periodic agreements, the resident waives in writing (with any required certification) the right to reissue; or (c) either party has given a termination notice.

If a resident opts/waives, the agreement continues as periodic and Division 4 ceases to apply unless the notice is withdrawn.

Clause 37**Park owner must comply with Division**

Creates an offence for failing to comply with Division 4 requirements.

Division 5

Offences relating to residential park agreements

Clause 38

Park owner must provide certain information

Owners must notify residents within 14 days of changes to owner contact information; must not fail to provide required Part 3 information; and must not give materially false or misleading information. Penalties apply.

Clause 39

False information from resident

Residents must not provide materially false or misleading information about their identity or place of occupation. Penalties apply.

Clause 40

Discrimination against residents with children

Prohibits refusing, instructing, or advertising refusal to enter an agreement because a child will live on the property—penalties apply.

Exemption: parks with rules requiring all residents to be 50+ years old, or other prescribed circumstances.

Part 4

Rights and Obligations of Park Owners and Residents

Division 1

Rent and other charges

Clause 41

Certain payments for residential park agreement prohibited

This clause bans the taking of payments as a condition of entering, renewing, transferring, extending agreements other than bond, rent, or permitted payments.

Prohibited examples include entry/exit, management, holding, and communal contribution fees unless prescribed otherwise.

It is an offence to contravene this provision.

Clause 42

Bond not to exceed certain amount

Only one bond may be required by a park owner and it must not exceed 4 weeks' rent.

It is an offence to contravene this clause.

Clause 43

Bond may only be retained for certain reasons

On exit, owners may retain from the bond only: (i) reasonable costs for replacing unreturned keys/locks; (ii) unpaid rent; (iii) reasonable costs of removing refuse or abandoned property from the site.

Clause 44 **Payment of rent generally**

Rent accrues daily. If the agreement ends early, prepaid rent must be appropriately refunded or set off.

Owners cannot require in-person payment unless a reasonable alternative (not involving owner attendance at the site) was offered and refused.

It is an offence to contravene this clause.

Clause 45 **Payment periods for rent**

The default maximum 'payment period' is 4 weeks in advance unless otherwise agreed in writing.

A payment period cannot be varied during the agreement unless both parties agree.

Clause 46 **Variations of rent**

Park owners may only increase rent with at least 60 days' written notice, no more than once every 12 months in every agreement period or since the last increase, and only if allowed by the Act and the agreement.

Fixed-term agreements exclude increases unless the agreement expressly allows.

Permanent rent reductions may be agreed and take effect by varying the agreement. Series of agreements about the same site are treated as one for the 12-month rule unless 12+ months have elapsed since last rent fixing/increase.

Clause 47 **Temporary reductions of rent**

A park owner and a resident may agree a temporary rent reduction, with the rent reverting to the otherwise applicable level at the end of the agreed period (agreement is varied for that period).

Clause 48 **Tribunal may declare increase in rent excessive**

Residents may apply within 30 days of a notice of increase for the Tribunal to declare it excessive.

The Tribunal must consider comparable rents, capital value, owner outgoings, cost of services, amenity/standard of provided facilities, state of repair, and other relevant matters.

If the Tribunal finds the rent increase excessive, it may declare it so and fix the rent for up to one year. Charges a rental figure beyond the amount fixed by the Tribunal is an offence. The orders may be varied/revoked on application.

Clause 49 Park owner's duty to keep proper records of rent

A park owners must keep proper rent records. Creating false entries or falsifying records is an offence.

Clause 50 Duty to give receipt for rent

Receipts must be provided within 48 hours with date, payer's name, amount, period covered, and property address—unless paid into the owner's account and the owner keeps a written record with the same details.

Clause 51 Property may not be taken for non-payment of rent

Owners cannot seize or retain a resident's property for non-payment of rent except by Tribunal order.

Division 2 Obligations in relation to condition of residential parks

Clause 52 Resident not to cause damage to residential park intentionally

It is an offence for a resident to intentionally cause serious damage to the site or common areas.

Clause 53 Restriction of access to rented property

Owners must not, without reasonable excuse, exclude or restrict residents' access to the park or parts of it, contrary to the agreement. It is an offence to contravene this provision.

Clause 54 Right to recover costs of repairs

Residents may recover reasonable repair costs from the owner if: the disrepair to a common area or the rented property was not caused by the resident; it risked injury/damage or caused undue inconvenience; the resident notified or tried to notify the owner and incurred costs; and a licensed person did the work and reported on the work and likely cause.

A park owner's repair obligation includes maintaining trees/landscaping so they do not create unreasonable safety risks.

Division 3

Notice to leave a residential park

Clause 55

Park owner may give person notice to leave for serious act of violence

A park owner may issue an immediate 'notice to leave' to any person in the park if they reasonably believe a serious act of violence occurred or someone's safety is endangered.

The notice must be in the approved form and given as soon as safely possible after the incident. Issuing such notices without reasonable grounds is an offence.

Clause 56

Effect of notice to leave

A person given a notice to leave must not remain in the park.

Residents so notified must not enter or remain for 2 working days, or 4 working days if the owner applies urgently—and potentially longer if ordered until the Tribunal decides the matter.

A park owner must not allow others to occupy the excluded person's site while the exclusion applies (except existing co-residents). Penalties apply.

Division 4

Miscellaneous

Clause 57

Residents committees

Residents may elect a committee from residents of at least 5 different occupied sites to represent common interests (employees assisting management cannot be members). A park owner must not unreasonably interfere with these residents' rights.

A park owner with more than 20 fixed-term agreements must take reasonable steps to ensure a committee exists.

Owners must make reasonable efforts to provide an enclosed meeting space and must consider committee representations and respond in writing within one month (or as otherwise agreed).

It is an offence to contravene these provisions.

Disputes about which body is the committee may be determined by the Tribunal.

Clause 58

Duty of mitigation

A standard contractual duty to mitigate loss applies to breaches of residential park agreements (both parties must take reasonable steps to reduce losses).

Part 5

Transactions relating to certain agreements

Division 1

Sale of residential parks

Clause 59

Residential park agreement – acquisition of park or site

If title to park land (including a site under a residential park agreement exceeding 12 months) is acquired and the new owner's title would otherwise not be subject to the resident's interest, this clause makes the new title subject to the resident's agreement, despite Real Property legislation.

Clause 60

Change of park owner

On change of ownership, the new owner must notify residents within 14 days of details of their full name and service address (and registered office if a company) and emergency repair contacts. It is an offence to fail to meet this requirement.

Division 2

Sale of dwelling installed on site subject to residential park agreement

Clause 61

Sale of dwelling on site

Owners must not hinder or attempt to hinder the resident's sale of a dwelling on the site (including preventing display of a 'for sale' sign). Preventing buyer inspections is deemed hindering. It is an offence to contravene this provision.

Clause 62

Sale of dwelling following death of resident

If a resident dies and the personal representative or inheritor intends to sell the dwelling, they must notify the owner and offer them a first option to purchase at market value (defined by valuation, last sale price, or prescribed method).

If no agreement is reached within 28 days, the option lapses and the dwelling may be offered to others.

Clause 63

Effect of Division

Sale of a dwelling by itself does not terminate or otherwise affect the residential park agreement or rights/obligations under it.

A sale may occur at the same time as a termination or transfer of the agreement but need not do so.

Part 6 Termination of residential park agreement

Division 1 Terminations generally

Clause 64 Application of Part

Part 6 applies to agreements whether made before or after commencement.

Clause 65 Termination of residential park agreements

This clause sets out the ways an agreement ends: termination by a party or the Tribunal; superior title holder obtains possession; mortgagee takes possession (not for fixed terms); abandonment; surrender; or merger of interests.

Death does not of itself terminate the agreement—the agreement is dealt with by the personal representative.

For periodic tenancies, notices are effective even if the termination date is not at the end of a rental period or is shorter than would otherwise apply at common law.

Clause 66 Form of notice of termination

Specifies content and format for termination notices given by owners and residents: this includes that the termination must be in writing, signed, property address, date to give/ intend to give vacant possession, particulars of any ground relied upon, and any additional information required to be included by the Director.

Clause 67 Effect of notice of termination

Unless otherwise provided, the agreement ends on the date of vacant possession as stated in the notice.

Clause 68 Resident to give forwarding address if agreement terminated

Owners may request a forwarding address when an agreement ends or is under notice to terminate. Residents must provide it within the specified period or as soon as the address is known. It is an offence for a resident to fail to provide this information.

Clause 69 **Tribunal approval required for termination in certain circumstances**

Owner termination requires Tribunal authorisation where: the property must be demolished or cannot be lawfully occupied under another Act; or an excessive-rent order under clause 48 is in place or proceedings have commenced.

This clause does not apply to ending a fixed-term agreement at expiry.

Tribunal may authorise the termination under this clause if it considers it reasonable in the circumstances.

Division 2 ***Termination by either party to agreement***

Clause 70 **Termination for breach of agreement**

Any party may issue a breach termination notice: specify the breach and allow at least 21 days to remedy.

If unremedied, the breaching party must give/ be given vacant possession by the next day after the remedy period. Residents may appeal the notice.

A rent-arrears notice is void if rent has been unpaid for less than 7 days when given. No prior formal demand is required.

For fixed term agreements, early termination is allowed if validly based on breach.

Clause 71 **Termination if successive breaches of agreement**

A party may terminate if the other party breaches the same term on at least 2 earlier occasions and received separate notices.

Notice periods: at least 14 days if given by a resident; at least 21 days if provided by an owner.

A notice under this provision is not available in cases of rent arrears unless it has remained unpaid for at least 7 days.

A notice based on rental arrears is not invalid simply on the basis that no earlier formal demand for payment was made.

Clause 72 **Termination at end of fixed term**

Either party may terminate a fixed-term agreement at expiry with at least 60 days' notice and without stating a ground.

Owners cannot use this for fixed terms of 5+ years, or for shorter fixed terms where the resident has had 5+ years' occupancy in the park.

Clause 73

Termination when agreement frustrated

A party may terminate if, other than by breach, the property (or a substantial part) is destroyed or uninhabitable, cannot lawfully be used residentially, or is compulsorily acquired.

Residents may terminate immediately. Owners' termination takes effect immediately or on a later date stated (180+ days for compulsory acquisition).

Division 3

Termination by park owner

Clause 74

Termination due to serious misconduct by resident

Owners may terminate an agreement immediately if the resident or a permitted person intentionally or recklessly causes or is likely to cause personal injury to the owner, staff or contractors, serious property damage, or serious interference with other residents' or neighbours' peace, comfort or privacy.

Clause 75

Termination of periodic tenancy agreement due to sale of rented property

Park owners may terminate a periodic tenancy where a sale contract requires vacant possession of the site.

The minimum notice to be provided to the resident is 180 days. False statements of this ground are an offence.

If possession is recovered on this ground, a new agreement for the same site within 6 months requires Tribunal consent. Penalties apply.

Clause 76

Termination due to change of use or redevelopment

Owners may terminate if the park will no longer be used as a residential park, or redevelopment cannot be safely or efficiently completed unless the resident vacates.

Sale or transfer of the park alone is not a ground.

Before terminating, the owner must first offer either: (a) a reasonable substitute site and agreement (in the same park or another owned by the owner) with relocation at the owner's expense; or (b) to purchase the resident's dwelling; or (c) to

relocate the dwelling at the owner's expense—and the resident must accept a reasonable offer.

If no agreement is reached, either party may apply to the Tribunal. The default minimum notice period is 180 days. The owner may waive termination rights in writing.

Division 4 ***Termination by resident***

Clause 77 **Termination where notice given under section 76**

Where the owner gives a notice of termination under this provision, the resident may terminate earlier on at least 21 days' notice without specifying grounds.

Division 5 ***Termination by Tribunal***

Clause 78 **Termination on application by park owner**

The Tribunal may terminate an agreement and order possession if the resident's breach is sufficiently serious to justify termination.

Clause 79 **Termination on application by resident**

The Tribunal may terminate an agreement and order possession if the owner's breach is sufficiently serious to justify termination.

Clause 80 **Termination based on hardship of either party to agreement**

On application by either party, the Tribunal may terminate from a specified date if continuation would cause undue hardship and may award compensation for loss/inconvenience from early termination.

Division 6 ***Abandoned property***

Clause 81 **Interpretation**

This clause defines abandoned property, personal documents, and protected abandoned property (a dwelling on site and prescribed valuable items where a possession order has issued).

Clause 82 **Offence to deal with abandoned property in unauthorised way**

Owners must not deal with abandoned property except as permitted by this Division. It is an offence to contravene these provisions.

Clause 83 Action to deal with abandoned property other than personal documents

After recovering possession of a site, owners may remove and dispose of perishable food immediately, and may destroy/dispose of other low-value items if their value is less than the fair cost of removal, storage and sale.

Clause 84 Action to deal with abandoned personal documents

If personal documents are found, owners must (where a forwarding address exists) give notice and keep them safe for at least 60 days (if protected abandoned property) or 28 days otherwise.

Owners must not destroy personal documents until the relevant period has elapsed. It is an offence to prematurely destroy such documents.

Clause 85 Actions to deal with valuable abandoned property

For valuable items, the owner must notify the resident (if address known), publish a State-wide newspaper notice if not, and notify other known interested persons; and keep items safe for 60 days (if protected abandoned property) or 28 days (otherwise).

A person may claim their items by reimbursing the park owner with reasonable costs (including costs arising from being left).

If unclaimed after the period, items must be sold by public auction. Owners may use reasonable force to access/move items as needed for site use or sale.

Sale proceeds may be applied to reasonable costs and amounts owing; any remainder must be paid to the owner of the property or, if unknown, to the Director.

Purchasers at auction take good title (subject to actual prior notice of others' interests). Disputes may be determined by the Tribunal.

Clause 86 Action to deal with protected abandoned property

Owners cannot deal with a dwelling on a site (or prescribed high-value items) unless the Tribunal has made an order for possession.

Owners must take reasonable steps to keep such property safe on the site until the Tribunal determines a possession application.

Part 7 **Park Rules**

Clause 87 **Park rules**

Owners may make rules about the use, enjoyment and management of the park provided they fall within the scope of this provision.

Valid subjects for park rules include common areas and facilities, noise, recreation, speed limits and parking, refuse, pets, maintenance, amenity standards for resident-installed dwellings, site landscaping, and guests and visitors, plus prescribed matters.

Rules can also limit residents to people aged 50+. Inconsistent rules are void. Rules are not subordinate legislation.

Clause 88 **Amendment of park rules**

Owners may amend rules in writing and must consult a residents committee if one exists.

Amendments only take effect if written notice is given to each resident at least 14 days before commencement (by email where provided and by giving a copy).

Clause 89 **Application to Tribunal if park rules are considered unreasonable**

Residents from a majority of occupied sites may jointly apply to the Tribunal to declare a rule unreasonable. The Tribunal may declare a rule reasonable or unreasonable or vary it to make it reasonable. A rule declared unreasonable is void.

Part 8 **Legal Proceedings**

Division 1 ***Proceedings generally***

Clause 90 **Application of Part**

Part 8 applies to residential park disputes regardless of when the underlying agreement was made.

Clause 91 **Jurisdiction of Tribunal**

Confirms the Tasmanian Civil and Administrative Tribunal (TASCAT) has jurisdiction to hear and determine residential park disputes.

Clause 92 **Applications not affected by certain matters**

Applications are not affected if, after filing, the applicant ceases to be a resident; nor is a residents committee application affected by membership changes or winding up.

Clause 93

Power to intervene

The Director may intervene in Tribunal or court proceedings concerning a residential park dispute and then has the full rights of a party, including appeal rights.

Division 2

Powers of Tribunal

Clause 94

General powers of Tribunal to resolve disputes

On application, the Tribunal may restrain breaches, compel compliance, order payments or compensation, reduce rent to offset compensation, relieve a party from compliance with a term, terminate or declare termination status, reinstate forfeited rights, direct rent to a specified person pending conditions, order a resident to give up possession, exercise other Act powers, and do what is necessary or desirable to resolve disputes.

The Tribunal cannot award compensation for personal injury.

Clause 95

Tribunal may make orders

The Tribunal may issue injunctions (including interim), specific performance, ancillary and alternative orders with conditions as appropriate.

Clause 96

Tribunal may rescind or vary harsh or unconscionable terms

On resident application, the Tribunal may rescind or vary a harsh or unconscionable term and make consequential changes to the agreement or related documents.

Clause 97

Park owner may make urgent application to terminate residential park agreement

If a resident is given a notice to leave under Part 4, the owner has 2 working days to apply for urgent termination.

The Tribunal may: terminate immediately with possession; terminate but allow site access only to remove property or sell a dwelling; vest the agreement in another person who resided with the resident; or allow the resident to resume occupation.

If resumption is ordered and there were no reasonable grounds for the notice, the Tribunal may order rent relief or compensation for rent paid and reasonable expenses related to the notice.

Division 3

Appeals to Tribunal

Clause 98

Resident may appeal refusal to transfer agreement

If an owner refuses a transfer under section 18, the resident may seek a Tribunal order declaring there were no reasonable grounds for the refusal and require the transfer. The Tribunal must do so if satisfied the transfer should occur and may make further appropriate orders.

Clause 99

Party to agreement may appeal termination notice

A person who receives a section 70 notice may apply to the Tribunal to declare they are not in breach (or have remedied it) and the agreement is not liable to termination, or it be reinstated.

If termination was valid but reinstatement is reasonable, the Tribunal may reinstate with conditions and may make alternative orders that reinstate if conditions are met but otherwise require vacant possession.

Division 4

Repossession of rented property

Clause 100

Order for possession

On an owner's application (if an agreement has terminated), the Tribunal may make an order for possession to take effect not more than 7 days after the making of the order.

If immediate possession would cause severe hardship, the Tribunal may suspend the operation of the order for up to 90 days and extend the agreement with appropriate modifications (not reducing the resident's financial obligations except to offset compensation recoveries).

Failure to comply with an order for possession exposes the resident to compensation orders for the owner's loss.

Clause 101

Abandonment of rented property

On an owner's application, the Tribunal may declare abandonment on a specified day and order immediate possession.

In making its decision, the Tribunal is to consider such as unpaid rent, whether the dwelling is unoccupied or neglected, mail collection, neighbour reports, service disconnections, removal of personal effects, and any other relevant matter.

Clause 102

Repossession of rented property

A person must not take possession of a rented property before or after an agreement ends, unless the resident abandons or voluntarily gives up the rented property, or they are authorised by the Tribunal or a court to do so. Contravening this provision is an offence.

Clause 103

Forfeiture of head tenancy not to end agreement automatically

A person can only take possession and defeat the resident's rights via a court or Tribunal possession order.

Interested persons may apply for such an order in related proceedings.

The court or Tribunal may vest the agreement in the person who would otherwise be entitled to possession, deeming them the resident on terms or conditions considered reasonable.

Division 5

Enforcement of orders for possession

Clause 104

Enforcement of orders for possession

A person in whose favour a Tribunal possession order is made may request an enforcement order; the Tribunal must make one if reasonable.

Enforcement orders specify who may enforce and what steps may be taken (enter, ask necessary questions, take reasonably necessary steps), allow police assistance, and limit responsibility to removing persons (not real property).

Police must assist if satisfied an enforcement order exists and assistance is requested.

Obstructing enforcement or failing to answer questions (subject to privilege) are offences.

Division 6

Retaliatory action by park owner

Clause 105

Retaliatory action by park owner

In possession or termination proceedings, if the owner was wholly or partly motivated by a resident's complaint to a government authority or enforcement of rights, the Tribunal may refuse the owner's application and/or reinstate the agreement with conditions.

Where the resident alleges retaliation (and the resident's complaint or relevant activity was within the last 6 months), the onus shifts to the owner to prove the absence of retaliatory motive.

Part 9

Miscellaneous

Clause 106

Certain documents and terms void

Agreements or arrangements that exclude, modify or restrict the Act are void to that extent. Waivers of rights under the Act are void.

Creating arrangements to override, defeat or evade provisions of the Act are an offence.

Clause 107

Notice by park owner not waived by acceptance of rent

An owner's demand, proceedings for, or acceptance of rent after issuing a breach or termination notice does not waive the breach or notice.

Clause 108

Park owner must have safety evacuation plan

Owners must have a written emergency evacuation plan that meets any prescribed requirements, is developed in consultation with the residents committee (if any), is provided or made available to residents, and is reviewed at least annually.

Penalties apply for non-compliance.

Clause 109

Infringement notices

This clause empowers the Director to issue infringement notices for prescribed offences, sets baseline requirements, and allows regulations to prescribe penalties including different rates for individuals and bodies corporate.

Clause 110

Effect of prosecution on civil liability

Civil liability for breach of a park agreement may be found whether a prosecution has occurred under the Act for the same conduct.

Clause 111

Regulations

Provides a broad power to make regulations on forms, record-keeping, model park rules, required policies and their contents, fees and charges (including directing some payments other than into the Public Account in prescribed cases),

additional information to be given to residents, residents committee governance, limits on term variations following reviews, and savings/transitional matters.

Regulations may create offences (up to 50 penalty units, plus up to 10 per day for continuing offences), confer powers or duties, adopt external instruments by reference, create exemptions, and make transitional provisions with retrospective effect from commencement where stated.

Clause 112 Administration of Act

Until formally assigned under the *Administrative Arrangements Act 1990*, administration of this Act is assigned to the Minister for Small Business, Trade and Consumer Affairs, with the Department of Justice as the responsible Department.

Clause 113 Consequential amendments

Provides that the Acts listed in Schedule 2 are amended as specified there.

SCHEDULE 1 TRANSITIONAL PROVISIONS

Application to existing agreements: The Act applies to agreements entered into before commencement; pre-commencement agreements need not meet section 14's written-form requirements.

Ministerial exemptions: The Minister may Gazette exemptions (conditional or unconditional) for pre-commencement agreements or classes.

Transitional regulation-making: During a 5-year transitional period from commencement, the Governor may make regulations to facilitate commencement—e.g., preserve, continue, vary, revoke arrangements; exempt specified agreements, parks or sites; and, on expert advice, temporarily exclude parts of the *Building Act 2016*, *Land Use Planning and Approvals Act 1993*, or parts of the Tasmanian Planning Scheme for prescribed classes.

Transitional regulations may take effect from commencement or a later specified day and may apply differentially and empower specified persons to determine matters.

SCHEDULE 2 CONSEQUENTIAL AMENDMENTS

Various changes are made to the *Consumer Affairs Act 1988*, the *Residential Tenancy Act 1997*, and the *Tasmanian Civil and Administrative Tribunal Act 2020* to facilitate the operation of this Act.