

TASMANIA

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**RESIDENTIAL PARKS BILL 2026**

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## **RESIDENTIAL PARKS BILL 2026**

This Public Bill originated in the House of Assembly, and, having this day passed, is now ready for presentation to the Legislative Council for its concurrence.

LAURA ROSS, *Clerk of the House*  
24 March 2026

*(Brought in by the Minister for Justice, Corrections and  
Rehabilitation, the Honourable Guy Barnett)*

### **A BILL FOR**

**An Act to regulate residential parks and agreements  
between park owners and residents in those parks and for  
related purposes**

Be it enacted by Her Excellency the Governor of Tasmania, by  
and with the advice and consent of the Legislative Council and  
House of Assembly, in Parliament assembled, as follows:

### **PART 1 – PRELIMINARY**

#### **1. Short title**

This Act may be cited as the *Residential Parks  
Act 2026*.

#### **2. Commencement**

This Act commences on a day to be proclaimed.

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### 3. Interpretation

(1) In this Act, unless the contrary intention appears –

*abandoned property* – see Division 6 of Part 6;

*approved form* means a form approved by the Director;

*Commissioner* has the same meaning as in the *Residential Tenancy Act 1997*;

*common area*, in relation to a residential park, means any facilities, building, road or other area in the park provided for common use by residents of the park;

*Director* has the same meaning as in the *Consumer Affairs Act 1988*;

*dwelling* includes –

- (a) a structure, whether fixed or moveable, that is designed to be used, and is capable of being used, for human habitation; and
- (b) a motor vehicle, or trailer, within the meaning of the *Vehicle and Traffic Act 1999*, that is designed to be used and is capable of being used for human habitation; and
- (c) part of such a structure, motor vehicle or trailer;

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***forwarding address***, in relation to a resident of a residential park, means a postal address for the resident after the resident ceases to be a resident of the park;

***notice of termination*** means a notice that complies with the requirements of section 70;

***occupied site***, in relation to a residential park, means a site in the park in respect of which a resident has a right of occupation;

***park owner***, in relation to a residential park, includes –

- (a) the current owner or operator of the residential park; and
- (b) a successor in title to the residential park (or rented property) whose title is subject to the interest of one or more residents; and
- (c) a former owner or operator of the residential park;

***park rules***, in relation to a residential park, means rules made by the park owner of the park under section 91;

***periodic tenancy agreement*** – see section 13(2);

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***personal representative*** has the same meaning as in the *Administration and Probate Act 1935*;

***regulations*** means the regulations made under this Act;

***rent*** means an amount payable under a residential park agreement for the right to occupy the rented property for a period under the agreement;

***Rental Deposit Authority*** means the Rental Deposit Authority established under section 48K of the *Residential Tenancy Act 1997*;

***rented property***, in relation to a residential park agreement, means –

- (a) the site in respect of which the right of occupancy is granted under the agreement; and
- (b) in so far as the context of the agreement permits, property that –
  - (i) is owned by the park owner; and
  - (ii) does not form part of the site; and
  - (iii) is provided by the park owner, either under the agreement or

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independently of the agreement, for use by the resident;

***resident***, in relation to a residential park, means a person who is granted a right of occupancy under a residential park agreement, or by the operation of this Act, in respect of the residential park and includes a former resident;

***residential park*** means an area of land used or intended to be used as a complex of lots together with common areas such as, but not limited to, bathrooms, toilets and laundry facilities –

- (a) in respect of which rights of occupancy are conferred under one or more residential park agreements; and
- (b) regardless of whether the area of land includes –
  - (i) any structures or dwellings; and
  - (ii) sites that are available for hire other than under a residential park agreement;

***residential park agreement*** includes –

- (a) an agreement under which a park owner grants another person, for

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consideration, a right (which may, but need not, be an exclusive right) –

- (i) to occupy a site in the residential park; and
  - (ii) to occupy, install or locate a dwelling on the site for residential purposes; and
- (b) an agreement that is collateral to an agreement referred to in paragraph (a);

*residential park dispute* means –

- (a) a claim under a residential park agreement; or
- (b) a dispute between parties or former parties to a residential park agreement about matters arising under the agreement or this Act; or
- (c) any matter that may be the subject of an application under this Act to the Tribunal;

*residents committee*, in relation to a residential park, means a committee established under section 61(1) in respect of that park;

*Secretary* means the Secretary of the Department;

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***security deposit***, in relation to a residential park agreement, means an amount that a resident is required to pay, under a provision of the agreement, as security for the performance of obligations under the agreement or this Act;

***site*** means a lot of a residential park to which a residential park agreement relates;

***statutory charges*** includes –

- (a) rates within the meaning of Part 9 of the *Local Government Act 1993*; and
- (b) land tax under the *Land Tax Act 2000*; and
- (c) any other charges, levies or fees prescribed for the purposes of this definition;

***Tribunal*** means the Tasmanian Civil and Administrative Tribunal;

***working day***, in relation to a residential park, means a day other than –

- (a) a Saturday or Sunday; or
- (b) a statutory holiday, within the meaning of the *Statutory Holidays Act 2000*, in the area in which the residential park is located.

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- (2) In this Act, a residential park agreement includes an agreement granting a corporation a right in respect of a site that is occupied, or intended to be occupied, as a place of residence by a natural person determined by the corporation.
- (3) For the purposes of this Act, evidence that the address of a residential park is the person's residential address on the electoral roll is to be taken, in the absence of proof to the contrary, to be proof that a site in the residential park is the person's principal place of residence.

**4. Application of Act to certain agreements**

- (1) This Act applies to –
  - (a) an agreement that confers on a person a right to occupy a site in a residential park if –
    - (i) that site is, or is to be, the person's principal place of residence; and
    - (ii) the agreement confers a right on the person to occupy that site for a term of 90 days or longer; and
  - (b) an agreement that is entered into for the purpose of conferring on a person a right to occupy a site in a residential park –
    - (i) for a fixed term of 90 days or longer; or

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- (ii) that, when read in connection with any other agreement, confers on the same person a right to occupy the site for consecutive fixed terms, the sum of which is 90 days or longer; and
  - (c) an agreement of a class of agreements that is prescribed as a class of agreements to which this Act applies.
- (2) For the purposes of this Act, evidence that a person has, under an agreement, occupied a site in a residential park for 90 days or longer is to be taken, in the absence of proof to the contrary, to be proof that the agreement is an agreement to which this Act applies.
- (3) A calculation of how long a person has occupied a site for the purposes of subsection (2) does not include any period of occupation of the site by the person –
  - (a) while the person does not have an agreement in force in respect of the site; and
  - (b) after the owner of the site has lawfully taken actions to remove the person from the site.

**5. Non-application of Act to certain agreements**

- (1) This Act does not apply to –

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- (a) an agreement that is entered into for the purpose of conferring on a person a right to occupy a site, or dwelling, in a residential park for a holiday; or
- (b) an agreement that confers on a person a right to periodically occupy a site, or dwelling, in a residential park if the site or dwelling is not, or is not to be, the person's principal place of residence; or
- (c) a residential tenancy agreement within the meaning of the *Residential Tenancy Act 1997*; or
- (d) an agreement giving a right of occupancy in –
  - (i) a hotel or motel; or
  - (ii) an educational institution, college, hospital or nursing home; or
  - (iii) club premises; or
  - (iv) a home for aged or disabled persons administered by an eligible organisation under the *Aged or Disabled Persons Care Act 1954* of the Commonwealth; or
  - (v) a retirement village within the meaning of the *Retirement Villages Act 2004*; or

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- (vi) prescribed premises or premises of a prescribed class of premises;  
or
  - (e) an agreement under which a person boards or lodges with another person; or
  - (f) an agreement for the sale of land that confers a right, on a party to the agreement, to occupy the land; or
  - (g) a mortgage; or
  - (h) a prescribed agreement or an agreement of a prescribed class of agreements.
- (2) If there is a dispute as to whether or not this section applies to an agreement, the Director is to determine the dispute.
- (3) For the purposes of this section, a term in an agreement to the effect that a right is conferred by the agreement to occupy a site in a residential park for a holiday is not of itself sufficient evidence that the agreement is not an agreement to which this Act applies.

**6. Application of Act**

Unless the contrary intention appears, this Act is in addition to, and does not derogate from, the provisions of any other Act.

## **PART 2 – ADMINISTRATION OF ACT**

### **7. Functions and powers of Director**

- (1) The Director has the following functions and powers:
- (a) to investigate and research matters that affect the interests of parties to residential park agreements;
  - (b) to publish reports and information on matters of interest to the parties to residential park agreements;
  - (c) to publish information relating to any actions that may be taken by the Director under this Act including, but not limited to, enforcement actions;
  - (d) to give advice, if appropriate, on the provisions of this Act and other subjects of interest to the parties to residential park agreements;
  - (e) to investigate suspected infringements of this Act and taking appropriate action to enforce the Act;
  - (f) to maintain the register under section 8 in respect of the State;
  - (g) to report to the Minister on questions referred to the Director by the Minister and other questions of importance affecting the administration of this Act.

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- (2) The Director may delegate to any person one or more of the Director's functions or powers under this Act, other than this power of delegation.

**8. Director to maintain register of residential parks**

- (1) The Director must establish and maintain a register including the following information:
- (a) the name and address of each residential park within the State;
  - (b) the name of, and contact details for, each park owner of a residential park within the State;
  - (c) any other prescribed particulars.
- (2) A park owner of a residential park must notify the Director in writing –
- (a) of the name and contact details for each park owner of the residential park; and
  - (b) such other information as is prescribed.

Penalty: Fine not exceeding 100 penalty units.

- (3) If there is a change in any of the particulars, specified in subsection (2) in respect of a park owner, the park owner must notify the Director, in writing and within 10 working days of the change, of the details of that change.

Penalty: Fine not exceeding 100 penalty units.

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- (4) If a residential park ceases to be operated as a residential park, the park owner must notify the Director, in writing and within 10 working days of the change, of that fact.

Penalty: Fine not exceeding 100 penalty units.

- (5) The Director must ensure that the information included in the register is published on a website that is freely available to members of the public.

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**PART 3 – RESIDENTIAL PARK AGREEMENTS**

***Division 1 – General***

**9. Application of Part**

For the avoidance of doubt, this Part applies to a residential park agreement, regardless of whether the agreement is the first agreement, a reissued agreement, a transferred agreement or a subsequent agreement.

**10. Park owner to prepare residential park agreement**

- (1) The park owner of a residential park –
  - (a) is to ensure that a written residential park agreement is prepared, in respect of the park, that complies with this Act; and
  - (b) is liable for any costs incurred by the owner in the preparation of such an agreement.
- (2) The Director may publish a model residential park agreement that may be used, or adapted, by park owners.

**11. Park owner to provide copies of residential park agreement**

- (1) A park owner must ensure that each prospective resident of a residential park receives a copy of the proposed residential park agreement, to be

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entered into by the prospective resident, before the resident signs the agreement.

Penalty: Fine not exceeding 100 penalty units.

- (2) If a park owner and resident enter into a residential park agreement, the park owner must provide the resident with a copy of the agreement, as executed by all parties, within 14 days after the agreement is fully executed.

Penalty: Fine not exceeding 100 penalty units.

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

Except as otherwise specified, a residential park agreement is not rendered void or unenforceable by non-compliance with a requirement of this Part.

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

- (1) In this section –

*fixed short term*, in relation to a residential park agreement, means an agreement that is in force for a fixed period of 90 days or less.

- (2) If a residential park agreement is in force for a fixed short term, the agreement is taken to be a periodic tenancy agreement, with a period equivalent to the fixed period specified in the

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agreement, unless the park owner establishes that –

- (a) the resident –
  - (i) requested the fixed period specified in the agreement; and
  - (ii) at the time of entering into the agreement, did not intend to renew or extend the agreement; or
- (b) before agreement was entered into –
  - (i) the park owner gave the resident a warning notice in the approved form; and
  - (ii) in accordance with the warning notice, the resident signed a statement in the approved form that the resident –
    - (A) is aware of the fixed period; and
    - (B) does not expect to continue in occupation of the rented property after the end of the agreement.

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

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

- (1) A residential park agreement under this Act must –
- (a) be in writing and in language that is clear and precise; and
  - (b) clearly, and precisely, identify the site to which the agreement relates; and
  - (c) include –
    - (i) the terms deemed to be included under this Act; and
    - (ii) the terms prescribed as terms for residential park agreements; and
  - (d) state –
    - (i) the park owner’s full name and address for service of documents on the park owner; and
    - (ii) if the park owner is a company – the address of the registered office of the company; and
    - (iii) the resident’s full name and place of occupation; and
  - (e) subject to subsection (3), be signed by the parties; and

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- (f) if the residential park to which the agreement relates has park rules, include a copy of those rules as in force at the time at which the agreement is entered into; and
  - (g) comply with any other prescribed requirements for a residential park agreement.
- (2) If a term of a residential park agreement requires information to be included in the agreement, that term only forms part of the agreement if the information is included as required.
- (3) The following types of residential park agreements do not need to be signed by the parties for the agreements to be in force under this Act:
- (a) a periodic tenancy agreement that arises under section 34, if the agreement includes the date, or approximate date, on which the resident was first granted the right to occupy the site, if known;
  - (b) a reissued agreement provided to a resident under section 35(1)(b).
- (4) A park owner of a residential park must not enter into a residential park agreement, for a site in that residential park, that does not comply with a requirement of this section.

Penalty: Fine not exceeding 100 penalty units.

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

- (1) If park rules are in force in respect of a residential park, those rules, as in force from time to time, are to be taken to form part of every residential park agreement in force in respect of the park.
- (2) If the park rules in respect of a residential park are amended under this Act, the relevant park owner must ensure that each resident of the park –
  - (a) is provided with a written copy of the amendment; and
  - (b) is notified that the amendment forms part of the residential park agreement from the date specified in the notice.

Penalty: Fine not exceeding 100 penalty units.

- (3) For the avoidance of doubt, if a park owner fails to comply with subsection (2) in respect of an amendment to the park rules, that amendment does not –
  - (a) form part of a residential park agreement; and
  - (b) apply in respect of the park.

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

- (1) A park owner of a residential park must ensure that each resident of the park is given the

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following material, in an approved form, in accordance with this section:

- (a) a written notice stating –
  - (i) each charge payable by the resident in accordance with requirements imposed under section 26 in respect of the park; and
  - (ii) any services provided to residents by the park owner on a fee-for-service basis;
- (b) a written notice stating –
  - (i) the park owner’s full name and address for service of documents; and
  - (ii) if the park owner is a company – the address of the registered office for the company; and
  - (iii) contact details for a person who, on behalf of the park owner, carries out emergency repairs to the rented property or common areas of the park;
- (c) a written notice stating –
  - (i) whether the resident is entitled to the payment of any amount (other than a security deposit) at the

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- time when the resident ceases to occupy the rented property; and
- (ii) if a resident is entitled to a payment referred to in subparagraph (i) –
    - (A) the amount that is payable under that entitlement; or
    - (B) the method that is to be used to determine the amount that is payable under that entitlement; and
  - (iii) any other prescribed information;
- (d) a statement that –
- (i) discloses all information that the park owner is required, by law, to disclose to the resident; and
  - (ii) specifies the resident’s rights to sell or relocate a dwelling on the site;
- (e) a report on the condition of the site on or before the day on which the resident occupies the site including, but not limited to, the general state of repair and condition of the site;
- (f) each prescribed publication, if any.
- (2) The material referred to in subsection (1) –

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- (a) must be given to the resident before, or at the time at which, the park owner and resident enter into a residential park agreement; or
- (b) may be given to a resident after the park owner and resident enter into the residential park agreement if –
- (i) the agreement is for a term of 90 days or less; and
  - (ii) the resident has, by notice in writing, waived the requirement to be provided with the material before entering into the agreement.
- (3) In addition to any information required to be given to a resident under this Act, a park owner must also ensure that a resident is given, before or at the time when the resident commences occupation of rented property –
- (a) a copy of the manufacturers’ manuals for the appliances and devices provided for the use of the resident as part of the common areas of the residential park; or
  - (b) written or oral instructions about the operation of any such appliances and devices.

Penalty: Fine not exceeding 100 penalty units.

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Part 3 – Residential Park Agreements

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***Division 3 – Statutory terms of residential park agreements***

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

- (1) Each term specified in this Division forms part of a residential park agreement in force in respect of a site.
- (2) A term specified in a residential park agreement is void to the extent that that term attempts to override, defeat, evade or prevent the operation of a term specified in this Division.

**18. Agreement is transferrable**

- (1) It is a term of a residential park agreement that –
  - (a) the resident is entitled to request, in writing, that the park owner transfer the residential park agreement from the resident to another person nominated by the resident; and
  - (b) the park owner must not unreasonably refuse the transfer of the residential park agreement from the resident to another person nominated by the resident; and
  - (c) the park owner must respond to a request by a resident to transfer the residential park agreement within 14 days after the request is made or such further period as may be agreed by the resident and park owner.

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- (2) If a residential park agreement specifies terms in respect of the transfer of the agreement that are in addition to subsection (1) –
- (a) the term is void to the extent that the term –
    - (i) prevents the transfer of the agreement; or
    - (ii) requires the resident, or proposed new resident, to pay to the park owner an amount of consideration for the transfer; or
    - (iii) requires the proposed new resident to pay the resident an amount of consideration for the transfer; and
  - (b) any transfer of a residential park agreement must be in accordance with the terms specified in the agreement.
- (3) If a residential park agreement is to be transferred to a new resident in accordance with this section, nothing in this section prevents –
- (a) the park owner and the proposed new resident from agreeing to a variation of the terms and conditions of the agreement, as permitted under this Act, as part of the transfer of the agreement; and
  - (b) the transfer from being made conditional on the sale of a dwelling, to the proposed

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new resident, on the site to which the agreement relates.

- (4) Without limiting the generality of subsection (1)(b), the regulations may prescribe grounds that are reasonable grounds for refusing a transfer of a residential park agreement under this section.

**19. Sale of dwelling on site**

- (1) It is a term of a residential park agreement that the resident is entitled to sell the dwelling, if owned by the resident and located on the site to which the agreement relates, while the dwelling is in place on the site.
- (2) It is a term of a residential park agreement that if a resident intends to sell a dwelling owned by the resident that is located on the site to which the agreement relates –
- (a) the resident must inform the park owner, in writing, of the intention to offer the dwelling for sale; and
  - (b) give the park owner a first option to purchase the dwelling (for a market value agreed between the resident and the park owner).
- (3) For the purposes of subsection (2), the market value of a dwelling is a reference to –
- (a) an independent valuation of the dwelling;  
or

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- (b) the last sale price for the dwelling, including the last price at which a contract for sale was entered into for the dwelling; or
  - (c) the value of the dwelling calculated as prescribed.
- (4) It is a term of a residential park agreement that –
- (a) if a resident intends to sell a dwelling owned by the resident; and
  - (b) the resident has informed the owner of the resident’s intention to sell as required under subsection (2); and
  - (c) no agreement is reached as to the sale of the dwelling within the period of 14 days after the park owner is so informed of the intention to sell under subsection (2) –

the park owner’s option to purchase lapses and the dwelling may be offered for sale to other parties.

**20. Vacant possession**

- (1) It is a term of a residential park agreement that the resident is entitled to vacant possession of the rented property, from the day on which the right of occupancy under the agreement begins, other than a part of the rented property in respect of which a right of exclusive occupation is not given by the agreement.

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- (2) It is a term of a residential park agreement that the park owner must ensure that there is no legal impediment, of which the park owner has or ought to have knowledge, to the resident's occupation of the rented property as a place of residence for the period of operation of the agreement.

**21. Quiet enjoyment**

It is a term of a residential park agreement that –

- (a) the resident is entitled to quiet enjoyment of the rented property without interruption by –
- (i) the park owner or a person claiming to be employed or engaged by the park owner; or
  - (ii) a person with superior title to the park owner's title; and
- (b) the park owner must not cause or permit an interference with the reasonable peace, comfort or privacy of the resident in the resident's use of the rented property or with the reasonable use or enjoyment by the resident of common areas of the residential park; and
- (c) the park owner must take reasonable steps to prevent others from causing or permitting interference with the reasonable peace, comfort or privacy of the resident –

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- (i) in the resident’s use of the rented property; or
- (ii) with the reasonable use or enjoyment by the resident of common areas of the residential park.

**22. Access to residential park**

- (1) It is a term of a residential park agreement that the park owner must provide the following access for the resident –
  - (a) 24 hours access to the rented property including, but not limited to, vehicular access; and
  - (b) 24 hours access to the residential park and any common area bathroom and toilet facilities of the park; and
  - (c) access during all reasonable hours for the resident to any other common areas of the park.
- (2) It is a term of a residential park agreement that, if the park owner has installed a lock or device to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, the park owner must –
  - (a) give the resident a means of operating the lock or device to enable the resident to freely enter and exit the residential park –

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- (i) in the case of a lock or device in place at the commencement of the agreement – at or before the commencement of the agreement; and
    - (ii) in the case of a lock or device installed or changed during the term of the agreement – before the lock or device is in operation; and
  - (b) maintain the lock or device in working order.
- (3) It is a term of a residential park agreement that the park owner must not refuse access to a site for guests, and other people, visiting the resident at any reasonable hour of the day.
- (4) For the avoidance of doubt, nothing in subsection (3) prevents a park owner from taking reasonable actions in relation to security and safety when permitting persons onto the site including, but not limited to –
- (a) requiring persons to sign into and out of the residential park when visiting a resident; and
  - (b) requiring persons to comply with park rules and regulations while visiting a resident.
- (5) A park owner must not, without lawful excuse, refuse access to the residential park or a site of the residential park.

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Penalty: Fine not exceeding 100 penalty units.

**23. Owner to keep residential park clean and maintained**

- (1) It is a term of a residential park agreement that the park owner must –
  - (a) ensure that the rented property is in a reasonable state of cleanliness when the resident enters into occupation of the rented property; and
  - (b) keep the common areas of the residential park and any garden or other areas in the park in a reasonable state of cleanliness; and
  - (c) arrange for the regular collection of the garbage of residents and any other garbage in the residential park.
- (2) It is a term of a residential park agreement that the park owner must –
  - (a) ensure that the rented property and the common areas of the residential park are in a reasonable state of repair when the resident enters into occupation of the rented property; and
  - (b) keep the rented property and the common areas of the residential park in a reasonable state of repair having regard to their age, character and prospective life; and

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- (c) comply with statutory requirements affecting the rented property and the common areas of the residential park; and
  - (d) if required to carry out repairs to common area bathroom, toilet or laundry facilities, minimise inconvenience or disruption to the resident and, if necessary, provide temporary substitute facilities.
- (3) The obligation to repair under subsection (2) –
- (a) applies even though the resident had notice of the state of disrepair before entering into occupation of the rented property; and
  - (b) does not apply in respect of a defect unless the park owner –
    - (i) has been informed of the defect requiring repair; and
    - (ii) fails to act with reasonable diligence to have the defect repaired.

**24. Maintenance of certain services**

- (1) In this section –

*relevant services*, in relation to a site,  
includes –

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- 
- (a) the supply of water, electricity or heating services to the site; and
  - (b) the removal of grey water from the site; and
  - (c) such other services as are prescribed for the purposes of this definition.
- (2) If relevant services are provided as part of the terms of a residential park agreement, it is a term of the residential park agreement that –
- (a) the park owner must take all reasonable steps to maintain the relevant services while the agreement is in force; and
  - (b) if the relevant services are disconnected at any time while the agreement is in force, the park owner must take all reasonable steps to re-establish the connection to the relevant services.

**25. Resident to keep residential park clean and maintained**

- (1) It is a term of a residential park agreement that the resident –
- (a) must keep the rented property in a reasonable state of cleanliness; and
  - (b) must notify the park owner of damage to –
    - (i) the rented property; or

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- (ii) any common areas of the residential park caused by the resident or a person permitted on the rented property or the park by the resident; and
  - (c) must not intentionally or negligently cause or permit damage to the rented property or any common areas of the residential park.
- (2) It is a term of a residential park agreement that, at the end of the agreement, the resident must give the rented property back to the park owner in reasonable condition and in a reasonable state of cleanliness.
- (3) In deciding under subsection (2) whether property is in reasonable condition, its condition when the resident entered into occupation of it, and the probable effect of reasonable wear and tear since that time, must be taken into account.

**26. Charges in respect of rented property**

- (1) Without limiting the effect of section 42, it is a term of a residential park agreement that the park owner must bear all statutory charges imposed in respect of the rented property.
- (2) Despite subsection (1), a term of the residential park agreement may require a resident to pay –
  - (a) charges levied by a regulated entity, within the meaning of the *Water and Sewerage Industry Act 2008*, for water

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- consumed at the rented property, if water consumption at the rented property is separately metered; and
- (b) charges based on the level of the gas consumption at the rented property if gas consumption at the rented property is separately metered; and
  - (c) charges based on the level of the bottled gas consumption at the rented property, if bottled gas is supplied at the rented property; and
  - (d) any other prescribed payments.
- (3) The regulations may provide that a resident need not make a payment of a kind referred to in subsection (2) unless the park owner provides to the resident, at the request of the resident, specified information (which may include accounts and receipts, or copies of accounts and receipts) relevant to the payment or the goods or services in respect of which the payment is sought.
- (4) It is a term of a residential park agreement that a resident is not required to pay the park owner any amount for, or in relation to, the supply of electricity to the rented property unless –
- (a) the park owner provides the resident, at no cost to the resident, with an account specifying how much the resident is being charged for the supply of electricity and how that amount was calculated; and

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- (b) if the resident is being charged for any other related matters, the park owner itemises those matters and specifies the amount of the charge in relation to each item.

**27. Alterations to site by resident**

- (1) It is a term of a residential park agreement that –
  - (a) a resident must not, without the written consent of the park owner –
    - (i) make an alteration or addition to the exterior of the dwelling installed or located on the site; or
    - (ii) add any structure to the site; and
  - (b) the park owner must not –
    - (i) unreasonably withhold consent to such an alteration or addition; or
    - (ii) fail to respond to a request for consent within 14 days after the resident has made the request; or
    - (iii) charge an amount for giving consent, or considering an application for consent, that exceeds the park owner's reasonable expenses; and
  - (c) if the park owner refuses to give consent to an alteration or addition, the park

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owner must give written notice of that refusal and the grounds for the refusal.

- (2) For the avoidance of doubt, it is reasonable grounds for the park owner to withhold consent to an alteration or addition if the park owner believes, on reasonable grounds, that –
- (a) the alteration or addition does not comply with relevant legal requirements for such alterations or additions; or
  - (b) the alteration or addition may unreasonably impact on the rights of other residents of the residential park.

**28. Vacant possession does not apply in certain circumstances**

It is a term of a residential park agreement that a resident is not liable for any breach of the agreement, or other legal sanction, in respect of vacant possession of the site to which the agreement relates if –

- (a) the agreement ends, or is terminated, under this Act; and
- (b) the park owner prevents the resident from entering the residential park or site; and
- (c) as a result of the actions of the park owner, the resident is unable to remove a dwelling owned by the resident that is located on the site.

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**29. Resident to comply with standard of conduct when within the residential park**

It is a term of a residential park agreement that the resident must not –

- (a) use the rented property or common areas of the residential park, or cause or permit the rented property or common areas of the residential park to be used, for an illegal purpose; or
- (b) cause or permit a nuisance; or
- (c) cause or permit an interference –
  - (i) with the reasonable peace, comfort or privacy of another resident in the other resident’s use of rented property or with the reasonable use or enjoyment by another resident of common areas of the residential park; or
  - (ii) with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the residential park.

**30. Owner has right of entry in certain circumstances**

- (1) It is a term of a residential park agreement that the park owner may enter a dwelling on the site that is the subject of the agreement if the entry –
  - (a) is made in an emergency including, but not limited to –

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- (i) the carrying out of urgent repairs;  
or
    - (ii) averting a serious risk to life or  
property; or
  - (b) is made at a time previously arranged  
with the resident; or
  - (c) is made, at a reasonable time –
    - (i) for the purpose of reading a  
meter, if the resident is required  
under section 26 to pay charges  
based on the level of the water,  
electricity or gas consumption  
under the agreement; or
    - (ii) if the park owner has reasonable  
grounds to believe that the  
dwelling, or an item installed in  
the dwelling, does not comply  
with a statutory requirement; or
    - (iii) if an inspection of the dwelling,  
or an item installed in the  
dwelling, is required to ensure  
statutory compliance; or
  - (d) is authorised under another Act.
- (2) It is a term of a residential park agreement that the park owner may enter a dwelling on the site that is the subject of the agreement if the park owner believes, on reasonable grounds, that the dwelling has been abandoned.

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- (3) If a park owner enters a dwelling on a site under this Act, the park owner must not –
- (a) act in a manner that is unreasonably intrusive when entering the dwelling; or
  - (b) without the consent of the resident –
    - (i) enter a part of the dwelling to which entry is not reasonably required for the purpose for which the owner entered the dwelling; or
    - (ii) remain in the dwelling longer than is reasonably necessary for the purpose for which the owner entered the dwelling.

Penalty: Fine not exceeding 100 penalty units.

**31. Vicarious liability of resident for guests**

It is a term of a residential park agreement that, if a person other than the park owner is on the residential park at the invitation or with the consent of the resident, the resident is vicariously responsible for an act or omission by the person that would, if it had been an act or omission of the resident, have constituted a breach of the agreement.

### **32. Rights of access on death of resident**

It is a term of a residential park agreement that, if the resident dies while the agreement is in force –

- (a) the tenancy does not vest in beneficiaries of the resident’s estate solely on the basis of the death of the resident; and
- (b) if the deceased resident was the sole resident under the terms of the residential park agreement, the agreement continues until whichever of the following first occurs:
  - (i) any dwelling on the relevant site is sold in accordance with this Act;
  - (ii) the residential park agreement is transferred in accordance with this Act;
  - (iii) the rented property is held to be abandoned under this Act;
  - (iv) the rented property is vacated and returned to the park owner under this Act.

#### ***Division 4 – Continuation or reissue of certain agreements***

### **33. Interpretation of Division**

In this Division –

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***long-term fixed agreement*** means a residential park agreement for a fixed term –

- (a) of 5 years or more; or
- (b) of less than 5 years if the resident has held a right of occupancy within the residential park for a period of 5 years or more.

**34. Certain agreements continue as periodic tenancy agreements**

- (1) This section applies to a residential park agreement if –
  - (a) the agreement has not terminated at or before the end of the fixed term; and
  - (b) is not reissued in accordance with section 35.
- (2) A residential park agreement to which this section applies continues –
  - (a) as a periodic tenancy agreement; and
  - (b) with a tenancy period equivalent to the interval between rental payment times under the agreement; and
  - (c) with the agreement having terms and conditions that, in all other respects, are the same as the terms and conditions that applied under the agreement immediately before the end of the fixed term.

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**35. Certain fixed agreements to be reissued**

- (1) If a long-term fixed agreement has not terminated at or before the end of the fixed term and no notice has been given by either party to the agreement in accordance with subsection (2) –
  - (a) at the end of that fixed term, the agreement is taken to have been reissued as a residential park agreement –
    - (i) for the same fixed term; and
    - (ii) on the same terms and conditions as those applying under the agreement immediately before the end of the fixed term; and
  - (b) within 28 days after the end of that fixed term, the park owner must give the resident a copy of the reissued agreement in writing in accordance with Division 1.
- (2) If a long-term fixed agreement has not terminated at or before the end of the fixed term and a party to the agreement does not want the agreement to be reissued, on the same terms, under subsection (1) –
  - (a) at least 90 days before the end of the term of the agreement, that party may give written notice to the other party to the agreement that a variation of terms is sought; and

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- (b) the agreement must be reviewed in the prescribed manner; and
- (c) following that review, the park owner must reissue the agreement –
  - (i) as a residential park agreement that complies with the requirements of this Act; and
  - (ii) for such a term and on such other terms of agreement as may be agreed with the resident.
- (3) A party to an agreement that is the subject of a review under subsection (2) may apply to the Tribunal for an order or orders if the parties are unable to agree to the variation that is the subject of the review.
- (4) If a review of a residential park agreement required under subsection (2) is not undertaken or is not completed before the end of the fixed term of that agreement, the fixed term is taken to be extended until the review is completed and the agreement is reissued.

**36. Certain agreements must be reviewed before being reissued**

- (1) If a resident has held a right of occupancy, under a periodic tenancy agreement, within a residential park for a period of 5 years or more –
  - (a) the park owner of the park must, in consultation with the resident, undertake

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- a review of the agreement in the prescribed manner; and
- (b) following such a review, the park owner must reissue the agreement –
- (i) as a residential park agreement that complies with the requirements of this Act; and
  - (ii) for such a term and on such other terms of agreement as may be agreed with the resident.
- (2) A party to an agreement that is the subject of a review under subsection (1) may apply to the Tribunal for an order or orders if the parties are unable to agree to a variation of the agreement as a result of the review.

**37. Review of agreements not required in certain circumstances**

- (1) Despite any other provision of this Division, a residential park agreement is not required to be reviewed or reissued under this Division if –
- (a) if the agreement is a long-term fixed agreement – the resident notifies the park owner, in writing, that the resident does not wish to continue to occupy the site under a fixed-term agreement; or
  - (b) if the agreement is a periodic tenancy agreement to which section 36 applies – the resident notifies the park owner, in

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writing and in compliance with any prescribed certification requirements, that the resident waives the right to have the agreement reissued under this section; or

- (c) in any case – either party to the agreement has given the other party a notice of termination in accordance with this Act.
- (2) If a resident notifies a park owner in accordance with subsection (1)(a) –
    - (a) the long-term fixed agreement continues as a periodic tenancy agreement in accordance with section 34; and
    - (b) this Division does not apply in respect of the agreement unless the resident withdraws the notice given under subsection (1)(a).
  - (3) If a resident notifies a park owner in accordance with subsection (1)(b) –
    - (a) the periodic tenancy agreement continues; and
    - (b) this Division does not apply in relation to the agreement unless the resident withdraws the notice given under subsection (1)(b).
  - (4) For the avoidance of doubt, if a notice given under subsection (1)(a) or (b) is withdrawn in respect of a residential park agreement, this

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Division applies in respect of that agreement  
after the notice is so withdrawn.

**38. Park owner must comply with Division**

A park owner must not fail to comply with a  
requirement of this Division.

Penalty: Fine not exceeding 200 penalty units.

***Division 5 – Offences relating to residential park agreements***

**39. Park owner must provide certain information**

- (1) If the contact information for a park owner changes, the park owner must notify each resident in writing of the change within 14 days after the change occurs.

Penalty: Fine not exceeding 100 penalty units.

- (2) A park owner must not fail to provide information as required under this Part.

Penalty: Fine not exceeding 100 penalty units.

- (3) A park owner must not knowingly make a statement that, by reason of including or omitting information, is false or misleading in a material particular in information provided to a person under this Part.

Penalty: Fine not exceeding 100 penalty units.

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**40. False information from resident**

A resident must not give a park owner information that, by reason of including or omitting information, is false or misleading in a material particular about the resident's identity or place of occupation.

Penalty: Fine not exceeding 100 penalty units.

**41. Discrimination against residents with children**

- (1) A person must not refuse to enter into a residential park agreement with another person solely on the basis that a child is intending to live on the rented property.

Penalty: Fine not exceeding 100 penalty units.

- (2) A person must not –
- (a) instruct a person not to enter into a residential park agreement; or
  - (b) state an intention (by advertisement or in any other way) not to enter into a residential park agreement –

solely on the basis that a child is intending to live on the rented property.

Penalty: Fine not exceeding 100 penalty units.

- (3) However, this section does not apply to a residential park agreement in relation to a residential park if –

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- (a) the park rules for the residential park require all residents in the park to be persons who are over the age of 50 years;  
or
- (b) prescribed circumstances apply.

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**PART 4 – RIGHTS AND OBLIGATIONS OF PARK OWNERS AND RESIDENTS**

*Division 1 – Rents and other charges*

**42. Certain payments for residential park agreement prohibited**

- (1) Except as provided under subsection (2), a person must not request, or receive, from a resident a payment –
- (a) under a residential park agreement; or
  - (b) as a condition to entering into, renewing, transferring or extending a residential park agreement.

Penalty: Fine not exceeding 200 penalty units.

- (2) Subsection (1) does not apply in respect of a payment that is for the purpose of –
- (a) a security deposit under a residential park agreement; or
  - (b) a rent payment under a residential park agreement; or
  - (c) a payment of a kind authorised under section 26.
- (3) For the purposes of subsection (1), a payment includes one or more of the following fees regardless of how the fee is described:
- (a) an entry or exit fee;

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- (b) a management fee;
- (c) a holding fee;
- (d) a fee for amenities, or the improvement of amenities, provided at the residential park (commonly known as a communal contribution fee);
- (e) any other prescribed fee.

**43. Security deposit not to exceed certain amount**

- (1) A park owner may require that a security deposit be paid by, or on behalf of, a resident under a residential park agreement.
- (2) A person paying a security deposit under a residential park agreement, in accordance with subsection (1), is to pay the security deposit to the Rental Deposit Authority.
- (3) Interest earned with respect to any security deposit held by the Rental Deposit Authority is the property of the Authority and is not payable as a disbursement to the relevant park owner or resident.
- (4) A park owner must not require –
  - (a) more than one security deposit payment to be paid under a residential park agreement; or
  - (b) an amount to be paid as a security deposit that exceeds 4 weeks' rent

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payable under the residential park agreement.

Penalty: Fine not exceeding 100 penalty units.

**44. Security deposit may only be retained for certain reasons**

At the end of a residential park agreement, the park owner may only retain from the security deposit paid under such an agreement, if any, the following amounts:

- (a) the reasonable costs for –
  - (i) replacing any keys supplied to the resident, as part of the agreement, that were not returned to the park owner at the end of the residential park agreement; or
  - (ii) replacing any locks that use keys supplied to the resident, as part of the agreement, that were not returned to the park owner at the end of the residential park agreement;
- (b) the amount of outstanding rent that has accrued under the agreement and has not been paid;
- (c) the reasonable cost of removing refuse, including abandoned property within the meaning of Division 6 of Part 6, from the site that is the subject of the agreement.

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**45. Disbursement of security deposits after end of residential park agreement**

- (1) At the end of a residential park agreement, a party to the agreement may apply to the Rental Deposit Authority for the security deposit, paid in respect of the agreement, to be disbursed in accordance with the application.
- (2) An application under subsection (1) –
  - (a) is to be in a form approved by the Director; and
  - (b) is to specify the basis, in accordance with section 44, for any amount to be disbursed, to the park owner, from the security deposit to which the application relates.
- (3) If, at the end of a residential park agreement, the park owner and all residents under the agreement agree with a proposed disbursement of the security deposit paid in respect of the agreement, and endorse an application under subsection (1) to that effect –
  - (a) any party to the agreement may lodge the application, so endorsed, with the Rental Deposit Authority; and
  - (b) the Rental Deposit Authority is to disburse the security deposit in accordance with the application so endorsed.

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- (4) If, at the end of a residential park agreement, one party to the agreement (the *lodging party*) lodges an application under subsection (1), without the application being endorsed by the other party to the agreement (the *responding party*) –
- (a) the Rental Deposit Authority is to take all reasonable steps to notify the responding party that –
    - (i) an application has been received under subsection (1) in respect of the agreement; and
    - (ii) the responding party may dispute the application in accordance with section 46; and
  - (b) the Rental Deposit Authority is to hold the application for whichever of the following periods is last to end:
    - (i) 10 days after the application is given to the Authority;
    - (ii) 10 days after the end of the residential park agreement to which the application relates; and
  - (c) if, during the periods referred to in paragraph (b), the Rental Deposit Authority has received a copy of the application that is endorsed by the responding party, the Rental Deposit Authority may disburse the security deposit in accordance with the application; and

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- (d) after the end of the periods referred to in paragraph (b) has expired, the Rental Deposit Authority may, if the security deposit has not been disbursed under paragraph (c) –
  - (i) disburse the security deposit in accordance with the application if –
    - (A) the responding party is the park owner; and
    - (B) the application has not been disputed, by the park owner, in accordance with section 46; or
  - (ii) refer the application to the Commissioner if –
    - (A) the responding party is the resident; and
    - (B) the application has not been disputed, by the resident, in accordance with section 46.
- (5) The Rental Deposit Authority may refer an application to the Commissioner for any reason the Authority considers appropriate.

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**46. Party to agreement may appeal security deposit disbursement**

- (1) A resident may dispute an application made by a park owner under section 45(1) by lodging a dispute with the Commissioner –
  - (a) at any time before the application has been lodged with the Rental Deposit Authority; and
  - (b) within 10 days after the application has been lodged with the Rental Deposit Authority.
- (2) A park owner may dispute an application made by a resident under section 45(1) by lodging a dispute with the Commissioner within 10 days after the application has been lodged with the Rental Deposit Authority.
- (3) An application referred to the Commissioner by the Rental Deposit Authority, in accordance with section 45, is taken to be a dispute under this section.
- (4) A dispute under this section is to –
  - (a) be in writing; and
  - (b) include a copy of the application to which the dispute relates; and
  - (c) if lodged by a park owner or resident, be accompanied by the prescribed fee.
- (5) The Commissioner may accept a dispute that is lodged outside of the relevant time period if the

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security deposit, to which the dispute relates, has not been disbursed by the Rental Deposit Authority in accordance with this Act.

- (6) If the Commissioner receives a dispute under this section, the Commissioner –
- (a) if the dispute is lodged by a park owner or resident, is to notify the Rental Deposit Authority of the dispute within 24 hours after the dispute is lodged; and
  - (b) is to take all reasonable efforts to notify each other party to the residential park agreement to which the dispute relates –
    - (i) that the dispute has been lodged with the Commissioner; and
    - (ii) each party has a right to make written submissions in respect of the dispute within the time specified in the notice; and
  - (c) may require the Rental Deposit Authority, and any party to the residential park agreement to which the dispute relates, to provide the Commissioner with information and documentation that is relevant to the dispute.
- (7) A person who is the subject of a requirement under subsection (6)(c) must comply with the requirement.

Penalty: Fine not exceeding 10 penalty units.

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- (8) Each party to the residential park agreement, to which the dispute relates, is a party to the dispute.
- (9) A party to a dispute, other than the party who lodged the dispute, may provide written submissions, and other information, to the Commissioner in respect of the dispute on payment of the prescribed fee.
- (10) The Commissioner may –
  - (a) waive the whole, or part, of a fee payable under this section; or
  - (b) refund the whole, or any part, of a fee paid, under this section, by a party to a dispute if the Commissioner believes that another party to the dispute has acted vexatiously or fraudulently.

**47. Determination of disputes**

- (1) The Commissioner may not determine a dispute in respect of a dispute, lodged under section 46, until at least 7 days have passed since the last of the notices required to be given under section 46(6) have been so given.
- (2) The Commissioner is to determine a dispute lodged under section 46 in respect of a security deposit, paid in respect of the residential park agreement to which the dispute relates, by determining the amount, if any, of the security deposit which is to be disbursed to the relevant park owner, in accordance with section 44.

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- (3) As soon as practicable after the Commissioner determines a dispute under this section –
- (a) the Commissioner is to give written notice to the Rental Deposit Authority, and each party to the residential park agreement, to which the dispute relates –
    - (i) of the determination of the dispute; and
    - (ii) that the determination may be appealed in accordance with section 46; and
  - (b) if no application for appeal is made within the period specified in section 46, the Rental Deposit Authority is to disburse the security deposit, paid in respect of the residential park agreement to which the dispute relates –
    - (i) by disbursing to the relevant park owner, the amount of security deposit, if any, specified in the determination as the amount to be disbursed to the park owner; and
    - (ii) by disbursing any remaining amount of the security deposit to the relevant resident.

**48. Payment of rent generally**

- (1) The rent payable under a residential park agreement accrues from day to day.

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- (2) The park owner must refund to the resident an appropriate proportion of the amount of rent paid by the resident, or apply it towards other liabilities of the resident to the park owner, if –
- (a) the rent is paid in advance by the resident; and
  - (b) the residential park agreement ends before the end of the period for which rent has already been paid.
- (3) A park owner must not require that rent payments under a residential park agreement be made personally to the park owner unless –
- (a) an alternative method of payment has been offered by the owner that –
    - (i) is reasonable in the circumstances; and
    - (ii) does not involve the owner personally attending at the rented property; and
  - (b) the alternative method has been refused by the resident.

Penalty: Fine not exceeding 100 penalty units.

**49. Payment periods for rent**

- (1) In this section –

*payment period* means a period that does not exceed 4 weeks.

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- (2) A residential park agreement may not require that rent is payable in advance for a period greater than one payment period except as agreed, in writing, by the park owner and the resident.
- (3) The payment period under a residential park agreement must not be varied during the period of the agreement except as agreed by the park owner and the resident.

**50. Variations of rent**

- (1) The park owner, by written notice to the resident, may increase the rent payable under a residential park agreement if –
  - (a) the increase in rent is permitted under this Act and the residential park agreement; and
  - (b) it has been at least 12 months since –
    - (i) the resident entered into the residential park agreement; and
    - (ii) the last increase in rent payable under the residential park agreement; and
  - (c) the park owner gives the resident the written notice at least 60 days before the increase is to take effect.
- (2) A notice under subsection (1) is to specify –
  - (a) the amount of the rent, as increased; and

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- (b) the date from which the increase takes effect.
- (3) Despite subsection (1) –
  - (a) the right to increase the rent may be excluded, or limited, by the terms of the residential park agreement; and
  - (b) if the residential park agreement is for a fixed term, the agreement is taken to exclude an increase in rent during the term unless the agreement specifically allows for an increase in rent.
- (4) The rent payable under a residential park agreement may be reduced permanently by mutual agreement between the park owner and the resident.
- (5) For the avoidance of doubt, if the rent payable under a residential park agreement is increased or reduced under this section, the terms of the agreement are varied accordingly.
- (6) For the purposes of this section, a series of residential park agreements between the same parties and relating to the same site is to be treated as a single residential park agreement unless at least 12 months have elapsed since rent for the rented property was fixed or last increased.

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**51. Temporary reductions of rent**

- (1) 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.
- (2) If a reduction of rent is made on a temporary basis, the rent is to revert back to the level that would have been otherwise applicable, under the relevant residential park agreement, at the end of the period agreed for the reduction of rent.
- (3) For the avoidance of doubt, if the rent payable under a residential park agreement is temporarily reduced under this section, the terms of the agreement are varied accordingly for the period agreed between the park owner and the resident.

**52. Tribunal may declare increase in rent excessive**

- (1) In this section –  

*rent* includes a payment that the resident is required by the park owner to make under section 26.
- (2) A resident may apply to the Tribunal, within 60 days after receiving a notice of an increase in rent, for the proposed increase to be declared excessive, if –
  - (a) the resident has received a notice of a rent increase under section 50; or
  - (b) the resident has been notified that a payment that the resident is required by

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the park owner to make, under section 26, is to increase.

- (3) In deciding whether to declare an increase in rent as excessive, the Tribunal must have regard to –
- (a) the general level of rents for comparable rented properties in the same or similar localities; and
  - (b) the percentage increase in rent charged, to the resident, in respect of the rented property since the resident became a resident; and
  - (c) whether the increase is consistent with other rates and charges payable in respect of the residential park; and
  - (d) what impact the increase may have on the resident; and
  - (e) the estimated capital value of the rented property at the date of the application; and
  - (f) the outgoings for which the park owner is liable under the agreement; and
  - (g) the estimated cost of services provided by the park owner and the resident under the agreement; and
  - (h) the amenity, standard and value of furniture, equipment, common areas and other personal property provided by the park owner for the resident's use; and

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- (i) the state of repair and general condition of the rented property; and
  - (j) other relevant matters.
- (4) If the Tribunal finds that the increased rent is excessive, the Tribunal may, by order –
- (a) declare the increase in rent excessive; and
  - (b) fix the rent payable for the rented property for a period not exceeding one year.
- (5) The Tribunal may, on application by the park owner, vary or revoke an order under this section if satisfied that it is appropriate in the circumstances to do so.
- (6) A park owner to which an order under this section applies must not ask for, or receive, rent for the rented property exceeding the amount fixed by the order.

Penalty: Fine not exceeding 100 penalty units.

**53. Park owner’s duty to keep proper records of rent**

- (1) A park owner of a residential park must ensure that a proper record is kept of all rent received by the owner under a residential park agreement in respect of the residential park.

Penalty: Fine not exceeding 100 penalty units.

- (2) A person must not –

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- (a) make a false entry in a record of the rent received under a residential park agreement; or
- (b) falsify the record in any other way.

Penalty: Fine not exceeding 100 penalty units.

**54. Duty to give receipt for rent**

- (1) A person who receives rent under a residential park agreement must, within 48 hours after receiving the rent, give the person who paid the rent a receipt stating –
  - (a) the date on which the rent was received; and
  - (b) the name of the person paying the rent; and
  - (c) the amount paid; and
  - (d) the period of occupancy to which the payment relates; and
  - (e) the address of the rented property to which the payment relates.

Penalty: Fine not exceeding 100 penalty units.

- (2) However, subsection (1) does not apply in respect of a payment of rent if –
  - (a) the resident pays the rent into an account kept by the park owner at an authorised deposit-taking institution; and

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- (b) the park owner keeps a written record, containing the information required by subsection (1), in respect of the payment of rent.

**55. Property may not be taken for non-payment of rent**

Except as ordered by the Tribunal, a park owner is not entitled to seize, or retain, property of a resident for non-payment of the rent payable under a residential park agreement.

***Division 2 – Obligations in relation to condition of residential parks***

**56. Resident not to cause damage to residential park intentionally**

A resident must not intentionally cause serious damage to rented property or a common area of a residential park.

Penalty: Fine not exceeding 100 penalty units.

**57. Restriction of access to rented property**

A park owner of a residential park must not, without reasonable excuse, exclude or restrict, or attempt to exclude or restrict, access by a resident to the park, or a part of the park, in contravention of a term of a residential park agreement that applies to the resident.

Penalty: Fine not exceeding 100 penalty units.

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**58. Right to recover costs of repairs**

- (1) A resident is entitled to recover, from the park owner, the reasonable costs of repairs carried out on rented property or a common area if –
  - (a) the rented property, or the common area, is in a state of disrepair that does not arise from a contravention of the residential park agreement by the resident; and
  - (b) unless repaired, the state of disrepair is likely to result in –
    - (i) personal injury or damage to property, including the loss of property; or
    - (ii) undue inconvenience to the resident; and
  - (c) the resident –
    - (i) notifies the park owner of the state of disrepair or makes a reasonable attempt to do so; and
    - (ii) has incurred costs in having the state of disrepair remedied; and
  - (d) the repairs are carried out by a person who is licensed to carry out the necessary work and that person provides the park owner with a report on the work carried out and the apparent cause of the state of disrepair.

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- (2) The obligation to repair includes an obligation to maintain all trees, and landscaping, in the residential park in a condition that does not create any unreasonable risk to the safety of residents or their property.

***Division 3 – Notices to leave residential park***

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

- (1) A park owner may give any person in the residential park a notice to leave the residential park immediately if the park owner has reasonable grounds to believe that –
- (a) a serious act of violence by the person has occurred in the park; or
  - (b) the safety of any person in the park is in danger from the person.
- (2) A notice to leave given to a person under this section must –
- (a) be in the approved form; and
  - (b) be given to the person as soon as it is possible for the park owner to do so safely after the serious act of violence has occurred, or the safety of a person in the park has been endangered, to which the notice relates.
- (3) A park owner must not give a notice under this section, or a document that purports to be a notice to leave under this section, to a person

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unless the park owner has reasonable grounds to believe that –

- (a) a serious act of violence by the person has occurred in the residential park; or
- (b) the safety of any other person in the residential park is in danger from the person to whom the notice is given.

Penalty: Fine not exceeding 100 penalty units.

**60. Effect of notice to leave**

- (1) A person who has been given a notice to leave a residential park under this Division must not remain in the park after receiving the notice.

Penalty: Fine not exceeding 100 penalty units.

- (2) A resident who is given a notice to leave under this Division must not enter or remain in the residential park –
  - (a) until the end of 2 working days after the notice is given; or
  - (b) if an application is made under section 101 in respect of the residential park agreement of the resident –
    - (i) until the end of 4 working days after the notice is given; or
    - (ii) if within that period the Tribunal on the application of the park owner so orders, until the

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Tribunal has heard and  
determined the application.

Penalty: Fine not exceeding 100 penalty units.

- (3) If a person is given a notice to leave a residential park under Division Part (the *excluded person*), the relevant park owner must not allow another person to occupy the rented property of the excluded person while the excluded person is prevented from entering or remaining in the residential park.

Penalty: Fine not exceeding 100 penalty units.

- (4) A reference to another person in subsection (3), in respect of rented property, does not include a reference to –
- (a) a resident of that rented property; or
  - (b) a person who resided on the rented property immediately before the notice to leave the residential park was given to the excluded person.

***Division 4 – Miscellaneous***

**61. Residents committees**

- (1) The residents of a residential park may elect residents from at least 5 different occupied sites in the park to form a residents committee to represent the interests that they have in common as residents of the park, on the basis that –

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- (a) only a resident may be a member of the committee; and
  - (b) except as provided in paragraph (c), each resident has a right to nominate for election to the residents committee and to participate in the election of members of the residents committee; and
  - (c) any resident who is employed or engaged by the park owner to assist in the management of the residential park may not be a member of the committee.
- (2) A park owner must not unreasonably interfere with a resident's rights under subsection (1).
- Penalty: Fine not exceeding 100 penalty units.
- (3) A park owner of a residential park that has at least 5 fixed-term residential park agreements in force must take all reasonable steps to ensure that the park has a residents committee in accordance with subsection (1).
- Penalty: Fine not exceeding 100 penalty units.
- (4) A residential park may only have one residents committee in operation at any one time.
- (5) If more than one body or committee purports to be the residents committee for a particular residential park, the park owner or a resident may apply to the Tribunal to determine which body or committee, if any, is the residents committee for the residential park.

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- (6) A park owner must take all reasonable steps to enable an enclosed area within the residential park to be used for the purposes of a meeting of residents called by a residents committee.

Penalty: Fine not exceeding 100 penalty units.

- (7) If the residents committee for a residential park makes representations to the park owner in relation to a matter that has been considered by the committee, the park owner must –
- (a) consider the representations made; and
  - (b) provide a written response to the residents committee –
    - (i) as soon as practicable after, and no later than one month after, receiving the representations; or
    - (ii) within such longer period as may be agreed between the owner and the residents committee.

Penalty: Fine not exceeding 100 penalty units.

- (8) For the purposes of subsection (7), a response is taken to have been provided to a residents committee if it has been provided to any member of that committee.

**62. Duty of mitigation**

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.

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Part 5 – Transactions Relating to Certain Agreements

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**PART 5 – TRANSACTIONS RELATING TO CERTAIN  
AGREEMENTS**

*Division 1 – Sale of residential parks*

**63. Residential park agreement – acquisition of park or site**

(1) This section applies if –

- (a) title to all or part of the land within a residential park is acquired from the park owner by a person (the *new owner*); and
- (b) the land acquired includes a site that a person has a right to occupy under a residential park agreement for a term exceeding 12 months; and
- (c) but for this section, the new owner’s title would not be subject to the resident’s interest under the residential park agreement.

(2) Notwithstanding the provisions of the *Real Property Act 1886* and the *Land Titles Act 1980*, the new owner’s title to the land is subject to the resident’s interest under the residential park agreement.

**64. Change of park owner**

If a person succeeds another person as the park owner of a residential park, the new park owner must, within 14 days, give written notice to the residents of that residential park of –

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- (a) the full name and address for service of documents of the new park owner; and
  - (b) if the new park owner is a company – the address of the registered office of the company; and
  - (c) contact details for a person who is authorised to carry out emergency repairs, on behalf of the new park owner, to the rented property or common areas of the park.

Penalty: Fine not exceeding 100 penalty units.

***Division 2 – Sale of dwelling installed on site subject to residential park agreement***

**65. Sale of dwelling on site**

- (1) A park owner must not –
  - (a) hinder, or attempt to hinder, the sale of a dwelling by a resident on a site; or
  - (b) prevent, or attempt to prevent, the display by a resident of a “for sale” sign on the site for the purpose of selling the dwelling.

Penalty: Fine not exceeding 100 penalty units.

- (2) Without limiting subsection (1), a park owner is taken to be hindering the sale of a dwelling if the park owner prevents potential buyers from inspecting the dwelling.

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Part 5 – Transactions Relating to Certain Agreements

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**66. Sale of dwelling following death of resident**

(1) If –

- (a) a resident under a residential park agreement dies; and
- (b) the personal representative of the deceased, or a person who has inherited property of the deceased, intends to sell a dwelling that is on the site that is the subject of the agreement –

the personal representative or other person must inform the park owner, in writing, of the intention to offer the dwelling for sale and give the park owner a first option to purchase the dwelling (for a market value agreed between the personal representative or other person selling the dwelling and the park owner).

(2) For the purposes of subsection (1), the market value of a dwelling is a reference to –

- (a) an independent valuation of the dwelling; or
- (b) the last sale price for the dwelling, including the last price at which a contract for sale was entered into for the dwelling; or
- (c) the value of the dwelling calculated as prescribed.

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- (3) If no agreement is reached as to the sale of the dwelling within the period of 28 days after the park owner is informed of the intention to sell –
  - (a) the park owner’s option to purchase lapses; and
  - (b) the dwelling may be offered for sale to other parties.
- (4) For the avoidance of doubt, nothing in this section obliges the personal representative or other person who has inherited property of the deceased to sell the dwelling to the park owner.

**67. Effect of Division**

For the avoidance of doubt –

- (a) the sale of a dwelling on a site in accordance with this Division does not, of itself –
  - (i) terminate, or otherwise affect, a residential park agreement in force in respect of the site; and
  - (ii) affect the park owner’s, or a resident’s, rights or obligations in respect of the site under a residential park agreement or this Act; and
- (b) the sale of a dwelling on a site in accordance with this Division may occur, but is not required to occur, at the same time as –

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- (i) an action taken under this Act, or the relevant residential park agreement, to terminate the agreement in respect of the site; or
- (ii) an action taken in accordance with this Act, and the relevant residential park agreement, to transfer the agreement in respect of the site to a person other than the existing resident of the site.

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**PART 6 – TERMINATION OF RESIDENTIAL PARK AGREEMENTS**

***Division 1 – Terminations generally***

**68. Application of Part**

This Part applies to a residential park agreement, regardless of whether the agreement was entered into before or after the commencement of this Act.

**69. Termination of residential park agreements**

- (1) A residential park agreement terminates if –
- (a) the park owner and resident, jointly, agree in writing to terminate the agreement for any reason; or
  - (b) the park owner or the resident terminates the agreement in accordance with this Part; or
  - (c) the Tribunal terminates the agreement; or
  - (d) a person having title superior to the park owner’s title becomes entitled to possession of the rented property under the order of the Tribunal or a court; or
  - (e) except in the case of a residential park agreement for a fixed term – a mortgagee takes possession of the rented property under a mortgage; or

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- (f) the resident abandons the rented property; or
  - (g) the resident gives up possession of the rented property with the park owner's consent; or
  - (h) the interest of the resident merges with another estate or interest in the land.
- (2) For the avoidance of doubt, a residential park agreement does not terminate on the death of the resident but may be terminated or otherwise dealt with in accordance with this Act by the resident's personal representative on behalf of the resident's estate.
- (3) For the avoidance of doubt, a notice under this Part that terminates a periodic tenancy agreement is not ineffectual solely on the basis that –
- (a) the period of notice is less than would, apart from this Act, have been required at law; or
  - (b) the day on which the agreement is to end is not the last day of a period of the tenancy.

**70. Form of notice of termination**

- (1) A notice of termination given by a park owner to a resident must –
- (a) be in writing in the approved form; and

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- (b) be signed by the park owner; and
  - (c) state the address of the rented property subject to the residential park agreement; and
  - (d) state the day on which the resident is required to give vacant possession of the rented property to the park owner; and
  - (e) if the residential park agreement is to be terminated on a particular ground – specify and give reasonable particulars of the ground of termination; and
  - (f) if section 74 does not apply in respect of the termination – specify that the termination of the agreement may be appealed in accordance with section 104; and
  - (g) include any further information required by the Director.
- (2) A notice of termination given by a resident to a park owner must –
- (a) be in writing in the approved form; and
  - (b) be signed by the resident; and
  - (c) state the address of the rented property that is the subject of the residential park agreement; and
  - (d) state the day on which the resident intends to give vacant possession of the rented property to the park owner; and

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- (e) if the residential park agreement is to be terminated on a particular ground – specify and give reasonable particulars of the ground of termination; and
- (f) if section 74 does not apply in respect of the termination – specify that the termination of the agreement may be appealed in accordance with section 104; and
- (g) include any further information required by the Director.

**71. Effect of notice of termination**

Except as otherwise specified in this Act, a residential park agreement is terminated on the day specified in the notice of termination as the day on which the relevant resident is required to give, or intends to give, vacant possession of the rented property to the park owner.

**72. Resident to give forwarding address if agreement terminated**

- (1) This section applies in respect of a resident if the resident’s residential park agreement –
  - (a) has been terminated in accordance with this Part; or
  - (b) is the subject of a notice to terminate under this Part.

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- (2) The park owner of a residential park may request that a resident, to whom this section applies, give the owner a forwarding address for the resident.
- (3) A resident must not fail to comply with a request of an owner under subsection (2) –
  - (a) within the period specified in the request; or
  - (b) if the resident does not have a forwarding address during that period, as soon as practicable after the resident determines the forwarding address.

Penalty: Fine not exceeding 100 penalty units.

**73. Tribunal approval required for termination in certain circumstances**

- (1) A park owner may only terminate a residential park agreement in place in respect of rented property for one of the following reasons if the Tribunal has authorised the notice of termination:
  - (a) the rented property –
    - (i) is required, under another Act, to be demolished; or
    - (ii) is subject to an order, under another Act, that means that the rented property is unable to be lawfully inhabited; or

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- (b) an order is in force under section 52 in respect of rented property or proceedings for such an order have been commenced.
- (2) This section does not apply to a notice of termination given by the park owner to terminate a residential park agreement for a fixed term at the end of the fixed term.
- (3) The Tribunal may authorise a notice of termination under this section if satisfied that the giving of the notice is reasonable in the circumstances.

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

**74. Termination for breach of agreement**

- (1) If a party to a residential park agreement breaches the agreement, any other party to the agreement may give the party in breach a notice of termination that, in addition to the requirements specified in section 70 –
  - (a) specifies the breach; and
  - (b) informs the party in breach of the agreement that, if the breach is not remedied within a specified period of at least 21 days from the date on which the notice is given, then –
    - (i) if the party in breach is a resident of the park, the resident must give vacant possession of the rented

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property to the park owner before the end of the next day; and

- (ii) if the party in breach is the park owner, the resident is giving vacant possession of the rented property to the park owner before the end of the next day; and
  - (c) if the party in breach is a resident of the park, specifying that the resident may appeal the notice in accordance with section 103.
- (2) If notice is given under this section on the ground of a failure to pay rent –
- (a) the notice is void if the rent has remained unpaid for a period of less than 7 days before the notice was given; and
  - (b) the failure of the park owner to make a prior formal demand for payment of the rent does not render the notice void.
- (3) If notice is given under this section in respect of a residential park agreement that has a fixed term, the notice is not void solely on the basis that the day specified as the day on which the resident is to give up vacant possession of the rented property is earlier than the last day of that term.

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**75. Termination if successive breaches of agreement**

- (1) A party to a residential park agreement may terminate the agreement by giving each other party to the agreement a notice of termination if the party terminating the agreement is satisfied that the other party –
  - (a) has breached a term of the agreement; and
  - (b) had committed breaches of the same term of the agreement on at least 2 previous occasions and been given separate notice under section 74 in respect of each of those breaches.
- (2) A notice given under this section by a party to a residential park agreement must specify the period within which the relevant rented property is to be vacated, being a period of –
  - (a) if the party is a resident – at least 14 days; and
  - (b) if the party is a park owner – at least 21 days.
- (3) A notice may not be given under this section on the grounds of a failure of a resident to pay rent if the rent to which the notice relates has remained unpaid in breach of the agreement for less than 7 days when the notice is given.
- (4) A notice given under this section on the grounds of a failure of a resident to pay rent is not invalid solely on the basis that the park owner has failed

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to make a formal demand for the payment of the rent.

**76. Termination at end of fixed term**

- (1) A party to a residential park agreement may, by notice of termination given to each other party to the agreement, terminate the agreement, without specifying a ground for the termination, if –
  - (a) the agreement is for a fixed term; and
  - (b) the notice is given to the other parties at least 60 days before the fixed term of the agreement is to expire.
- (2) Despite subsection (1), a park owner may not terminate a residential park agreement under this section if the agreement is for a fixed term –
  - (a) of 5 years or more; or
  - (b) of less than 5 years if the resident has held a right of occupancy within the residential park for a period of 5 years or more.

**77. Termination when agreement frustrated**

- (1) A party to a residential park agreement may, by notice of termination to each other party to the agreement, terminate the agreement if, otherwise than as a result of a breach of the agreement, the rented property or a substantial portion of the rented property –

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- (a) has been destroyed or rendered uninhabitable; or
  - (b) has ceased to be lawfully usable for residential purposes; or
  - (c) has been acquired by compulsory process.
- (2) A notice given under this section by a resident may terminate the relevant residential park agreement immediately.
- (3) If a notice is given under subsection (1)(a) or (b) by a park owner, the residential park agreement to which the notice relates is terminated –
- (a) immediately on the giving of the notice; or
  - (b) at such later day as is specified in the notice.
- (4) If a notice is given under subsection (1)(c) by a park owner, the residential park agreement to which the notice relates is terminated on the day specified in the notice, being a day that is at least 180 days after the notice is given to the relevant resident.

***Division 3 – Termination by park owner***

**78. Termination due to serious misconduct by resident**

- (1) A park owner may, by notice of termination given to a resident, terminate a residential park agreement on the ground that the resident, or a

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person permitted on the rented property with the consent of the resident, has intentionally or recklessly caused or permitted, or is likely to cause or permit –

(a) personal injury to –

(i) the park owner or an employee, or contractor, of the park owner working at the residential park; or

(ii) serious damage to the rented property or other property in the residential park; or

(b) serious interference –

(i) with the reasonable peace, comfort or privacy of another resident in the other resident's use of rented property or with the reasonable use or enjoyment by another resident of common areas of the residential park; or

(ii) with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the residential park.

(2) A notice given under this section may terminate the agreement immediately.

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**79. Termination of periodic tenancy agreement due to sale of rented property**

- (1) A park owner may, by notice of termination given to the resident, terminate a periodic tenancy agreement on the grounds that the park owner –
  - (a) has entered into a contract for the sale of the rented property under the agreement; and
  - (b) is required under the contract to give vacant possession of the rented property.
- (2) A notice given by a park owner under this section must specify the period within which the resident must vacate the relevant rented property, being a period of at least 180 days.
- (3) A person must not falsely state the ground of termination in a notice of termination given, or purportedly given, under this section.

Penalty: Fine not exceeding 200 penalty units.

- (4) A park owner who recovers possession of rented property under this section must not, without the consent of the Tribunal, enter into a residential park agreement with any person in relation to the same rented property within 6 months after recovering possession.

Penalty: Fine not exceeding 200 penalty units.

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**80. Termination due to change of use or redevelopment**

- (1) A park owner may, by notice of termination given to the resident, terminate a residential park agreement on the ground that –
  - (a) the residential park is no longer to be used as a residential park; or
  - (b) the residential park, or a part of the residential park, is undergoing redevelopment that cannot be completed in a safe and efficient way unless the resident vacates the residential park site.
- (2) For the avoidance of doubt, the fact that a residential park is being sold or otherwise transferred to new ownership does not, of itself, constitute grounds for termination of an agreement under subsection (1).
- (3) A park owner may not exercise the right to terminate an agreement on a ground specified in subsection (1) unless the park owner has first offered the resident –
  - (a) a residential park agreement for a site –
    - (i) in the same residential park; or
    - (ii) in another residential park owned by the same owner –

to be entered into in substitution for the residential park agreement that is being terminated and an agreement to relocate the resident to that site at the expense of

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the park owner (and the proposed new residential park agreement must constitute a reasonable offer in the circumstances); or

- (b) an agreement for the purchase, by the park owner, of a dwelling owned by the resident on termination of the residential park agreement; or
- (c) an agreement for the relocation, at the expense of the park owner, of a dwelling owned by the resident on termination of the residential park agreement –

and the resident has accepted that offer.

- (4) The resident must not unreasonably refuse an offer made by a park owner in accordance with subsection (3).
- (5) If the resident and park owner are not able to reach an agreement in relation to an offer made by the park owner in accordance with subsection (3), the park owner or resident may apply to the Tribunal for resolution of the dispute.
- (6) Subject to any order of the Tribunal or any agreement between the park owner and the resident to the contrary, the period of a notice, made under subsection (1), must be at least 180 days.
- (7) A park owner may, by notice in writing, agree to waive the right to terminate a residential park site under subsection (1) (and in such a case this

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section does not apply to the residential park agreement).

- (8) Nothing in this section affects the power of a park owner to terminate a periodic tenancy agreement under another section of this Act.

***Division 4 – Termination by resident***

**81. Termination where notice given under section 80**

- (1) If a park owner gives notice of termination to a resident under section 80, the resident may, by notice of termination given to the owner, terminate the agreement, without specifying a ground of termination, before the agreement is to terminate under that section.
- (2) The resident must give the park owner at least 21 days' notice that the resident intends to terminate the agreement.

***Division 5 – Termination by Tribunal***

**82. Termination on application by park owner**

The Tribunal may, on application by a park owner, terminate a residential park agreement and make an order for possession of the rented property if satisfied that –

- (a) the resident has committed a breach of the agreement; and
- (b) the breach is sufficiently serious to justify termination of the agreement.

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**83. Termination on application by resident**

The Tribunal may, on application by a resident, terminate a residential park agreement and make an order for possession of the rented property if satisfied that –

- (a) the park owner has committed a breach of the agreement; and
- (b) the breach is sufficiently serious to justify termination of the agreement.

**84. Termination based on hardship of either party to agreement**

- (1) If the continuation of a residential park agreement would result in undue hardship for the park owner or the resident, the Tribunal may, on application by the park owner or the resident, terminate the agreement from a date specified in the Tribunal’s order and make an order for possession of the rented property as from that day.
- (2) The Tribunal may also make an order compensating a park owner or resident for loss and inconvenience resulting, or likely to result, from the early termination of the agreement.
- (3) If the Tribunal makes an order under this section for the termination of a residential park agreement in respect of a site where a dwelling is installed or located, the Tribunal may also make one or more of the following orders:

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- (a) an order regarding the sale, relocation or disposal of the dwelling;
- (b) an order regarding the disbursement of sale proceeds from the sale of the dwelling;
- (c) an order requiring the relevant park owner to permit the owner of the dwelling to access the site for the purpose of selling the dwelling in accordance with the order.

***Division 6 – Abandoned property***

**85. Interpretation**

In this Division –

***abandoned property*** means property that is left on site by a resident after the resident’s residential park agreement has been terminated under this Act;

***personal documents*** means official documents, photographs, correspondence or other documents that it would be reasonable to expect a person might wish to keep;

***protected abandoned property***, in relation to a site, means the following abandoned property if the Tribunal has made an order for possession of the site:

- (a) a dwelling installed or located on the site;

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- (b) an item of property of a value, or kind, prescribed for the purposes of section 90.

**86. Offence to deal with abandoned property in unauthorised way**

A park owner must not deal with abandoned property in the residential park otherwise than in accordance with this Division.

Penalty: Fine not exceeding 100 penalty units.

**87. Action to deal with abandoned property other than personal documents**

If a park owner becomes aware that there is abandoned property in the residential park, other than abandoned property that is personal documents or protected abandoned property, the park owner may, at any time after recovering possession of the site –

- (a) remove from the site and destroy or dispose of abandoned property consisting of perishable foodstuffs; and
- (b) subject to this Division, remove from the site and destroy or dispose of abandoned property, other than perishable foodstuffs, if the value of the property is less than a fair estimate of the cost of removal, storage and sale of the property.

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**88. Action to deal with abandoned personal documents**

- (1) If a park owner becomes aware that abandoned property in the residential park consists of personal documents, the park owner must –
  - (a) as soon as practicable, give notice, in the approved form, to the relevant resident if the park owner has a forwarding address for the resident; and
  - (b) take reasonable steps to keep the documents safe for at least –
    - (i) if the personal documents are protected abandoned property, 60 days; or
    - (ii) in any other case, 28 days.
- (2) A park owner must not destroy abandoned property that is personal documents until –
  - (a) if the personal documents are protected abandoned property, at least 60 days after the Tribunal made the order for possession that has resulted in the personal documents becoming protected abandoned property; or
  - (b) in any other case within 28 days after the park owner becomes aware that the personal documents are abandoned property.

Penalty: Fine not exceeding 100 penalty units.

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**89. Actions to deal with valuable abandoned property**

(1) In this section –

***valuable abandoned property*** means  
abandoned property that may not be dealt  
with under section 88 or 87.

(2) If a park owner recovers possession of a site and there is valuable abandoned property on the site, the park owner must –

(a) as soon as practicable give notice, in the approved form, of the valuable abandoned property –

(i) to the relevant resident, if the park owner has a forwarding address for the resident; and

(ii) by publishing the notice in a newspaper circulating generally throughout the State, if the park owner does not have a forwarding address for the relevant resident; and

(iii) to another person, if the park owner knows or reasonably suspects that the other person has an interest in the property and the other person's name and address are known to, or reasonably ascertainable by, the park owner; and

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- (b) take reasonable steps to keep the valuable abandoned property safe until at least –
  - (i) if the valuable abandoned property is protected abandoned property, 60 days after the Tribunal made the order for possession that has resulted in the valuable abandoned property becoming protected abandoned property; or
  - (ii) in any other case, 28 days after the park owner gave notice under paragraph (a) in respect of the valuable abandoned property.
- (3) A person who is entitled to possession of valuable abandoned property may claim the property by paying to the park owner –
  - (a) the reasonable costs incurred by the park owner in dealing with the valuable abandoned property in accordance with this Division; and
  - (b) any other reasonable costs incurred by the park owner as a result of the valuable abandoned property being left on the site.
- (4) If valuable abandoned property is not claimed within the period specified in subsection (2)(b) in respect of the property, the park owner must, as soon as practicable after the end of that period, have the property sold by public auction.

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- (5) A park owner may use reasonable force –
- (a) to gain entry to valuable abandoned property; or
  - (b) to remove, or otherwise deal with, valuable abandoned property as reasonably necessary for –
    - (i) the park owner’s use of the site; or
    - (ii) the sale of the property.
- (6) If the park owner sells valuable abandoned property by public auction in accordance with subsection (4), the park owner –
- (a) may retain out of the proceeds of sale –
    - (i) the reasonable costs incurred by the park owner in dealing with the property in accordance with this Division; and
    - (ii) any other reasonable costs incurred by the park owner as a result of the property being left on the site; and
    - (iii) any amounts owed to the park owner under the residential park agreement; and
  - (b) must pay any remaining proceeds from the sale to –
    - (i) the owner of the property; or

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- (ii) if the identity and address of the owner are not known to, or reasonably ascertainable by, the park owner, to the Director.
- (7) For the avoidance of doubt, if the park owner sells valuable abandoned property by public auction in accordance with subsection (4), the purchaser of the property acquires a good title to the property which defeats –
  - (a) the resident’s interest in the property; and
  - (b) the interest of any other person in the property, unless the purchaser has actual notice of the interest before purchasing the property.
- (8) If a dispute arises between a park owner and resident about the exercise of powers conferred by this section, the Tribunal may, on application by either party to the dispute, make orders resolving the matters in dispute.

**90. Action to deal with protected abandoned property**

- (1) The park owner may not take any action to deal with abandoned property of the following type on a site unless the Tribunal has made an order for possession of the site:
  - (a) a dwelling installed or located on a site in the residential park;

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- (b) an item of property of a value, or kind, prescribed for the purposes of this section.
- (2) A park owner must take reasonable steps to keep the abandoned property referred to in subsection (1) safe on the site until the Tribunal determines an application for an order for possession of the site.
- (3) If the Tribunal makes an order for possession of a site where a dwelling is installed or located, the Tribunal may also make one or more of the following orders:
  - (a) an order regarding the sale, relocation or disposal of the dwelling;
  - (b) an order regarding the disbursement of sale proceeds from the sale of the dwelling;
  - (c) an order requiring the relevant park owner to permit the owner of the dwelling to access the site for the purpose of selling the dwelling in accordance with the order.
- (4) Section 89 does not apply to a dwelling, installed or located on a site, to the extent that that section is inconsistent with an order of the Tribunal made in respect of the dwelling.

**PART 7 – PARK RULES**

**91. Park rules**

- (1) The park owner of a residential park may make rules about the use, enjoyment, control and management of the park.
- (2) However, rules may be made only about any of the following:
  - (a) the use of common areas and the operation of facilities in those areas;
  - (b) the making and abatement of noise;
  - (c) the carrying on of sporting and other recreational activities;
  - (d) the speed limits for motor vehicles;
  - (e) the parking of motor vehicles;
  - (f) the disposal of refuse;
  - (g) the keeping of pets;
  - (h) the maintenance standards for dwellings installed or located in the residential park by residents, if those standards relate to the general amenity of the park;
  - (i) the landscaping and maintenance of sites;
  - (j) guests or visitors of residents;
  - (k) other things prescribed under a regulation.

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- (3) In addition to subsection (2), rules made under this section in respect of a residential park may include a rule that limits the residents of that park to persons who have attained the age of 50 years.
- (4) A rule made by a park owner in respect of a residential park is void for the purposes of this Act to the extent that the rule is inconsistent with this Act or any other Act.
- (5) For the avoidance of doubt, rules made under this section are not –
  - (a) subordinate legislation for the purposes of the *Subordinate Legislation Act 1992*; or
  - (b) statutory rules within the meaning of the *Rules Publication Act 1953*.

**92. Amendment of park rules**

- (1) In this section –

*amendment to park rules* includes –

- (a) a variation of a park rule; and
- (b) the addition to the park rules of a new rule; and
- (c) the revocation of an existing park rule.

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- (2) Subject to subsection (3), a park owner may make written amendments to park rules in respect of a residential park.
- (3) If a residents committee has been established for the residential park, the park owner must consult, and consider the views of, the committee in relation to the amendment of park rules.
- (4) An amendment does not have effect unless the park owner has provided written notice of the amendment to each resident of the residential park at least 14 days before the amendment is to take effect.
- (5) For the purposes of subsection (4), a park owner has provided written notice to a resident if the park owner –
  - (a) emails the written notice to the resident, if the resident has provided the park owner with an email address; and
  - (b) gives a copy of the written notice to the resident.

**93. Application to Tribunal if park rules are considered unreasonable**

- (1) An application may be made to the Tribunal, by one or more residents of a residential park, to declare a park rule in respect of the park unreasonable.

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- (2) If an application is made to the Tribunal about the reasonableness of park rules, the Tribunal may make any of the following orders:
  - (a) an order declaring the rule or proposed rule to be reasonable or unreasonable;
  - (b) an order changing the rule in a way that it considers appropriate to make it reasonable.
- (3) A park rule is void if the Tribunal makes an order that the rule is unreasonable.

## **PART 8 – LEGAL PROCEEDINGS**

### ***Division 1 – Proceedings generally***

#### **94. Application of Part**

This Part applies to a residential park dispute in respect of a residential park agreement, regardless of whether the residential park agreement was entered into before or after the commencement of this Act.

#### **95. Jurisdiction of Tribunal**

For the avoidance of doubt, the Tribunal has the jurisdiction to hear and determine a residential park dispute.

#### **96. Applications not affected by certain matters**

- (1) An application to the Tribunal under this Act is not affected if, after the date of the application, the applicant ceases to be a resident of the residential park.
- (2) An application to the Tribunal, under this Act, by a residents committee is not affected if, after the date of the application –
  - (a) the membership of that committee changes; or
  - (b) the committee is wound up.

**97. Power to intervene**

- (1) The Director may intervene in proceedings before the Tribunal or a court concerning a residential park dispute.
- (2) If the Director intervenes in proceedings, the Director becomes a party to the proceedings and has all the rights (including rights of appeal) of a party to the proceedings.

***Division 2 – Powers of Tribunal***

**98. General powers of Tribunal to resolve disputes**

- (1) The Tribunal may, on application by a party to a residential park dispute –
  - (a) restrain an action in breach of this Act or a residential park agreement; or
  - (b) require a person to comply with an obligation under this Act or a residential park agreement; or
  - (c) order a person to make a payment (which may include compensation); or
  - (d) 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; or
  - (e) relieve a party to a residential park agreement from the obligation to comply with a provision of the agreement; or

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- (f) terminate a residential park agreement or declare that a residential park agreement has, or has not, terminated; or
  - (g) reinstate rights under a residential park agreement that have been forfeited or have otherwise terminated; or
  - (h) require payment of rent to a specified person until conditions stipulated by the Tribunal have been complied with; or
  - (i) determine how a security deposit, paid in respect of rented property, is to be disbursed between the relevant park owner and resident; or
  - (j) require a resident to give up possession of rented property to the park owner; or
  - (k) exercise any other power conferred on the Tribunal under this Act; or
  - (l) do anything else necessary or desirable to resolve a residential park dispute.
- (2) The Tribunal does not have jurisdiction to award compensation for damages arising from personal injury.

**99. Tribunal may make orders**

- (1) In proceedings under this Act, the Tribunal may make an order –
  - (a) in the nature of an injunction including an interim injunction; or

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- (b) for specific performance; or
  - (c) that is ancillary or incidental in nature; or
  - (d) in the alternative so that a particular order takes effect, or does not take effect, according to whether the conditions of the original order are complied with.
- (2) An order under this section may include such conditions as the Tribunal considers appropriate.

**100. Tribunal may rescind or vary unfair or unconscionable terms**

- (1) The Tribunal may, on application by a resident, make an order rescinding or varying a term of a residential park agreement if satisfied that the term is unfair or unconscionable.
- (2) On making an order under subsection (1), the Tribunal may make consequential changes to the residential park agreement or another related document.

**101. Park owner may make urgent application to terminate residential park agreement**

- (1) If a resident is given a notice to leave under Division 3 of Part 4, the park owner may apply to the Tribunal for an order that the residential park agreement in respect of that resident be terminated.
- (2) An application under subsection (1) must be made within 2 working days after the notice to

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leave is given to the resident to which the application relates.

- (3) On hearing an application under this section, the Tribunal may make an order that –
- (a) terminates the residential park agreement as at the date of the order and make an order for possession of the rented property; or
  - (b) terminates the residential park agreement, as specified in the order, and authorises the resident to be on site solely for the purpose of –
    - (i) removing the resident’s property from the site; or
    - (ii) selling a dwelling on the site in accordance with this Act; or
  - (c) vests the residential park agreement in a person, other than the resident, who resides or resided on the rented property with the resident; or
  - (d) allows the resident to resume occupation of the rented property under the residential park agreement.
- (4) The Tribunal must not determine an application under this section without the resident, to which the application relates, being represented at a hearing of the application unless the Tribunal is satisfied that all reasonable efforts have been made to notify the resident of the hearing.

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- (5) The Tribunal may make any ancillary or incidental orders that the Tribunal considers appropriate.
- (6) If the Tribunal orders that the resident be allowed to resume occupation of the rented property under the residential park agreement, and is satisfied that there was no reasonable basis for the giving of the notice to the resident to leave under Division 3 of Part 4, the Tribunal may make one or more of the following orders:
  - (a) an order excusing the resident from paying rent while the resident was excluded from entering or remaining in the residential park;
  - (b) an order for compensation to be paid to the resident by the park owner for rent paid in respect of the period during which the resident was excluded from entering or remaining in the residential park;
  - (c) an order for compensation to be paid to the resident by the park owner for reasonable expenses incurred by the resident relating to either or both of the following:
    - (i) the notice to leave given to the resident by the park owner;
    - (ii) the period for which the resident was excluded from entering or remaining in the residential park.

***Division 3 – Appeals to Tribunal***

**102. Resident may appeal refusal to transfer agreement**

- (1) If a request by a resident, under section 18, to transfer a residential park agreement is refused by the relevant park owner, the resident may apply to the Tribunal for an order –
  - (a) declaring that there are no reasonable grounds for refusing the transfer of the agreement to the person nominated by the resident; and
  - (b) requiring the park owner to transfer the agreement in accordance with the terms of the order.
- (2) If the Tribunal is satisfied that a residential park agreement is to be transferred in accordance with section 18, the Tribunal –
  - (a) is to make an order in accordance with subsection (1); and
  - (b) may make such other orders as the Tribunal considers appropriate.

**103. Party to agreement may appeal termination notice**

- (1) If a person receives a notice under section 74 in respect of a breach of a residential park agreement, the person may apply to the Tribunal for an order –
  - (a) declaring that –

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- (i) the person is not in breach, or has remedied the breach, of the residential park agreement as specified in the notice; and
  - (ii) the agreement is not liable to be terminated under section 74; or
- (b) reinstating the agreement.
- (2) If the Tribunal is satisfied that a residential park agreement has been validly terminated under section 74, but that it is reasonable in the circumstances to reinstate the agreement, the Tribunal may make an order reinstating the agreement on such conditions as the Tribunal considers appropriate.
- (3) If the Tribunal makes an order under subsection (2) in respect of a residential park agreement, the Tribunal may also make alternative orders providing for reinstatement of the agreement if specified conditions are complied with but, if not, ordering the resident to give up vacant possession of the rented property to the park owner.

**104. Party to agreement may appeal termination of agreement**

- (1) If a party to a residential park agreement terminates the agreement other than in accordance with a notice under section 74, any other party to the agreement may apply to the Tribunal for an order reinstating the agreement.

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- (2) On hearing an application under subsection (1), the Tribunal may make an order –
- (a) declaring that the residential park agreement, that is the subject of the application, has not been terminated; or
  - (b) declaring that the residential park agreement, that is the subject of the application, has been terminated.
- (3) If the Tribunal is satisfied that a residential park agreement, that is the subject of an application under subsection (1), has been terminated but that it is reasonable in the circumstances to reinstate the agreement –
- (a) the Tribunal may make an order reinstating the agreement on such terms and conditions as the Tribunal considers appropriate; and
  - (b) if an order reinstating the agreement is made under paragraph (a) and is subject to conditions, may also make alternative orders that, if the specified conditions are not complied with –
    - (i) the resident is to give up vacant possession of the rented property to the park owner; or
    - (ii) other terms and conditions that may apply to a party of an agreement so reinstated are waived.

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**105. Party to agreement may appeal disbursement of security deposit**

- (1) Within 7 days after a dispute under section 46 is determined by the Commissioner under section 47, a party to the dispute may apply to the Tribunal against the determination of the dispute.
- (2) In determining an application under subsection (1), the Tribunal is to hold a new hearing in respect of the dispute.
- (3) In deciding an appeal in respect of a dispute under section 46, the Tribunal may –
  - (a) confirm the determination of the Commissioner made under section 47 in respect of the dispute; or
  - (b) vary the determination and specify how the security deposit, paid in respect of the residential park agreement to which the dispute related, is to be disbursed to the relevant park owner and resident.
- (4) The Tribunal may make any ancillary or incidental orders that the Tribunal considers appropriate in respect of an application under this section.

***Division 4 – Repossession of rented property***

**106. Order for possession**

- (1) The Tribunal may, on application by the park owner, if satisfied that a residential park

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agreement has terminated, make an order for possession of the rented property.

- (2) The order for possession takes effect on a date specified by the Tribunal in the order, being a date not more than 7 days after the date of the order.
- (3) However, if the Tribunal, although satisfied that the park owner is entitled to an order for possession of the rented property, is satisfied by the resident that the grant of an order for immediate possession of the rented property would cause severe hardship for the resident, the Tribunal may –
  - (a) suspend the operation of the order for possession for up to 90 days; and
  - (b) extend the operation of the residential park agreement until the park owner obtains vacant possession of the rented property from the resident.
- (4) In extending the operation of the residential park agreement, the Tribunal may make modifications to the agreement that it considers appropriate (but the modifications cannot reduce the resident's financial obligations under the agreement except as may be appropriate for the recovery by the resident of any compensation payable to the resident).
- (5) If the resident fails to comply with an order for possession, the park owner is entitled to compensation for any loss caused by that failure.

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- (6) The Tribunal may, on application by the park owner, order the resident to pay to the park owner compensation to which the park owner is entitled under subsection (5).

**107. Abandonment of rented property**

- (1) The Tribunal may, on application by a park owner –
- (a) declare that a resident abandoned rented property on a day stated in the declaration; and
  - (b) make an order for immediate possession of the rented property.
- (2) In deciding whether a resident has abandoned rented property, the Tribunal is to take into account the following matters:
- (a) whether rent payable under the residential park agreement is unpaid;
  - (b) whether the dwelling is unoccupied and neglected;
  - (c) whether the resident’s mail is being collected;
  - (d) reports from neighbours, or other persons, about the absence or whereabouts of the resident;
  - (e) whether electricity or other services to the rented property have been disconnected or terminated;

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- (f) whether the resident’s personal effects have been removed from the rented property;
  - (g) any other matters that the Tribunal considers relevant.
- (3) A resident is to be taken to have abandoned the rented property on the day stated in a declaration under this section.
  - (4) If a resident has abandoned rented property, the park owner is entitled to compensation for any loss (including loss of rent) caused by the abandonment.
  - (5) However, the park owner must take reasonable steps to mitigate any loss and is not entitled to compensation for loss that could have been avoided by those steps.
  - (6) The Tribunal may, on application by the park owner, order the resident to pay to the park owner compensation to which the park owner is entitled under this section.

**108. Repossession of rented property**

A person must not enter rented property for the purpose of taking possession of the rented property before, or after, the end of a residential park agreement unless –

- (a) the resident abandons, or voluntarily gives up possession of, the rented property; or

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- (b) the person is authorised to take possession of the rented property under the order of a court or the Tribunal.

Penalty: Fine not exceeding 200 penalty units.

**109. Forfeiture of head tenancy not to end agreement automatically**

- (1) A person may only take possession of rented property and defeat the resident’s right to possession under the residential park agreement, if the person takes possession of the rented property in accordance with an order for possession made by a court or the Tribunal.
- (2) A person may apply to a court or the Tribunal for an order for possession of rental property if –
  - (a) proceedings are underway in the court or Tribunal in respect of the rental property; and
  - (b) in the opinion of the court or Tribunal, the person is an interested person in respect of those proceedings.
- (3) On receipt of an application under subsection (2) or on its own initiative, the court or the Tribunal may order that –
  - (a) a residential park agreement vests in a person who would, but for the agreement, be entitled to possession of the rented property; and

- (b) the person is taken, in accordance with the terms and conditions of the residential park agreement, to be the resident in respect of the rented property.
- (4) An order may be made under subsection (3) on such terms and conditions as the court or Tribunal considers reasonable in the circumstances.

***Division 5 – Enforcement of orders for possession***

**110. Enforcement of orders for possession**

- (1) If an order for possession of rented property (the ***possession order***) has been made by the Tribunal, the person in whose favour the order has been made may request that the Tribunal make an order (the ***enforcement order***) to enforce the possession order.
- (2) If a person has made a request for an enforcement order under subsection (1), the Tribunal must make an enforcement order if the Tribunal is satisfied that the enforcement order is reasonable in the circumstances.
- (3) An enforcement order under subsection (1) –
  - (a) is to specify the person, or class of persons, who may enforce the possession order in respect of which the enforcement order was made; and
  - (b) may specify, or empower, a person referred to in paragraph (a) to take such

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actions as are specified in the enforcement order.

- (4) A person who is specified in an enforcement order, as a person who may enforce a possession order, must enforce the possession order as soon as practicable after the person receives a copy of the enforcement order.
- (5) In enforcing a possession order in accordance with subsection (4), a person, in addition to any action specified in the relevant enforcement order –
  - (a) may take one or more of the following actions:
    - (i) enter the rented property to which the possession order relates;
    - (ii) ask questions, if necessary for the purpose of enforcing the possession order;
    - (iii) take all steps as are reasonably necessary for the purpose of enforcing the possession order; and
  - (b) may request the assistance of a police officer to enforce the possession order; and
  - (c) is responsible only for securing the removal of persons from the rented property and not the removal of real property from the rented property.

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- (6) A police officer must assist a person in enforcing a possession order if the police officer –
- (a) is satisfied that an enforcement order has been made under this section in respect of the possession order; and
  - (b) has been requested to enforce the possession order by a person specified in the enforcement order.

- (7) A person must not hinder or obstruct a person enforcing a possession order, in accordance with this section and the relevant enforcement order.

Penalty: Fine not exceeding 200 penalty units.

- (8) A person questioned under this section must not refuse or fail to answer the question to the best of the person's knowledge, information and belief, except where the answer to the question –
- (a) might tend to incriminate the person or make the person liable to a penalty or other sanction; or
  - (b) would require the disclosure of information that is privileged on the ground of legal professional privilege.

Penalty: Fine not exceeding 200 penalty units.

***Division 6 – Retaliatory action by park owner***

**111. Retaliatory action by park owner**

- (1) This section applies to proceedings before the Tribunal –
  - (a) on an application by a park owner for an order for possession of rented property or for both termination of a residential park agreement and an order for possession of the rented property; or
  - (b) on an application by a resident for relief under this section following receipt of a notice of termination (whether or not the residential park agreement has terminated by force of the notice).
- (2) If the Tribunal is satisfied that the park owner was wholly or partly motivated to make the application or give the notice of termination (as the case may be) by action of the resident to complain to a government authority or secure or enforce the resident’s rights as a resident, the Tribunal may do either or both of the following:
  - (a) refuse the park owner’s application;
  - (b) make an order reinstating the residential park agreement on such conditions, if any, as the Tribunal considers appropriate in the circumstances.
- (3) If the resident alleges retaliatory action on the part of the park owner and the Tribunal is

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satisfied that the resident had, within the preceding 6 months, taken action to complain to a government authority or secure or enforce the resident's rights as a resident, the onus is on the park owner to prove that the park owner was not wholly or partly motivated to make the application, or give the notice of termination, by the action of the resident.

**PART 9 – MISCELLANEOUS**

**112. Certain documents and terms void**

- (1) Unless otherwise specified in this Act, 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.
- (2) A purported waiver of a right under this Act is void.
- (3) A person must not enter into an agreement or arrangement to override, defeat, evade or prevent the operation of this Act, whether directly or indirectly.

Penalty: Fine not exceeding 200 penalty units.

**113. Notice by park owner not waived by acceptance of rent**

A demand for, any proceeding for the recovery of, or acceptance of, rent by a park owner after the park owner has given notice of a breach of the agreement by the resident, or has given the resident a notice of termination under this Act, does not operate as a waiver of the breach or the notice.

**114. Park owner must have safety evacuation plan**

A park owner must ensure that the park has a written plan for the safe evacuation of the park in the case of an emergency and that –

- (a) the plan complies with any prescribed requirements; and
- (b) if the park has a residents committee – the residents committee is consulted in relation to the plan; and
- (c) the plan is provided to park residents or is otherwise available for inspection by park residents; and
- (d) the plan is reviewed at least once a year.

Penalty: Fine not exceeding 100 penalty units.

**115. Infringement notices**

- (1) In this section –

*infringement offence* means an offence against this Act or the regulations that is prescribed by the regulations to be an infringement offence.

- (2) The Director may issue and serve an infringement notice on a person if the Director reasonably believes that the person has committed an infringement offence.
- (3) An infringement notice –

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- (a) is to be in accordance with section 14 of the *Monetary Penalties Enforcement Act 2005*; and
  - (b) is not to relate to 3 or more offences; and
  - (c) may only be issued in respect of a person who has attained the age of 18 years.
- (4) The regulations –
- (a) may prescribe, for infringement offences, the penalties payable under infringement notices; and
  - (b) may prescribe different penalties for bodies corporate and individuals.

**116. Effect of prosecution on civil liability**

A person may be found civilly liable in respect of a breach of a residential park agreement whether or not that person has been prosecuted for an offence under this Act in respect of that breach of agreement.

**117. Regulations**

- (1) The Governor may make such regulations as are contemplated by, or necessary or expedient for the purposes of, this Act.
- (2) Without limiting the generality of subsection (1), the regulations may do any of the following:

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- (a) make provision in relation to the form or content of any document referred to in this Act;
- (b) make provision in relation to the keeping of records for the purposes of this Act;
- (c) make provision for model park rules that may be adopted, whether with or without amendment, by a park owner;
- (d) require the preparation, and the provision to residents or prospective residents, of policies relating to prescribed matters and regulate or prescribe the contents of such policies;
- (e) make provision for the calculation, imposition and collection of fees and charges, and the allocation of any proceeds from the collection of such fees and charges, including, but not limited to –
  - (i) fees and charges for an action taken under this Act including, but not limited to, the registration of a residential park; and
  - (ii) fees and charges for an application made under this Act including, but not limited to, an application to the Tribunal; and
  - (iii) the payment of fees and charges, payable under this Act, other than

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into the Public Account in specified circumstances;

- (f) require the provision to residents, or prospective residents, of such other information or documents as may be prescribed;
  - (g) make provision for or with respect to the election, term of office, functions and procedures of residents committees;
  - (h) specify limitations on the terms of agreement that may be varied, or the manner in which such terms may be varied, as a result of a review of the agreement under Division 4 of Part 3;
  - (i) make provisions of a savings or transitional nature consequent on the enactment of any amendment to this Act or on the commencement of specified provisions of this Act or on the making of regulations under this Act.
- (3) The regulations may –
- (a) provide that a contravention of, or a failure to comply with, any of the regulations is an offence; and
  - (b) in respect of such an offence, provide for the imposition of a fine not exceeding 50 penalty units and, in the case of a continuing offence, a further fine not exceeding 10 penalty units for each day during which the offence continues.

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- (4) The regulations may –
- (a) authorise any matter to be determined, applied or regulated by a person or entity specified in the regulations; and
  - (b) confer a power or impose a duty on a specified person, entity or class of persons.
- (5) The regulations may adopt or incorporate the whole or part of any standard, rule, code, specification, guideline, program, scheme or plan, as amended from time to time, with or without modification, issued, prescribed, made or published by any person or entity (including the Crown) before or after the regulations take effect.
- (6) The regulations may exempt a person, class of persons, matter or other thing from the operation of this Act or any specified provision of this Act or the regulations including, but not limited to, an exemption from any fee, charge or levy payable under this Act.
- (7) A provision made by a regulation under subsection (2)(i) may, if the regulations so provide –
- (a) take effect from the commencement of an amendment to, or provision of, this Act or from a later day; and
  - (b) have effect despite any provisions of this Act or despite any other savings or transitional provisions enacted in relation

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to an amendment to, or provision of, this Act.

**118. Administration of Act**

Until provision is made in relation to this Act by order under section 4 of the *Administrative Arrangements Act 1990* –

- (a) the administration of this Act is assigned to the Minister for Small Business, Trade and Consumer Affairs; and
- (b) the department responsible to that Minister in relation to the administration of this Act is the Department of Justice.

**119. Consequential amendments**

The legislation specified in Schedule 2 is amended as specified in that Schedule.

## **SCHEDULE 1 – TRANSITIONAL PROVISIONS**

### **1. Application to existing residential park agreements**

- (1) This Act applies to a residential park agreement whether the agreement was entered into before or after the commencement of this clause.
- (2) Despite subclause (1), a residential park agreement in force at the commencement of this clause need not be in writing nor comply with any other requirement of section 14.

### **2. Exemption by Minister**

The Minister may, by notice published in the *Gazette*, grant an exemption (which may be conditional or unconditional) from the application of this Act, or specified provisions of this Act, in relation to –

- (a) agreements entered into before the commencement of this clause; or
- (b) a specified agreement, or class of agreements, entered into before the commencement of this clause.

### **3. Security deposit to be paid to Rental Deposit Authority**

If, on the day on which this Act commences, a park owner holds a security deposit, however described, in respect of a residential park

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agreement, the park owner must provide the security deposit to the Rental Deposit Authority as soon as practicable after this Act commences with such information as the Rental Deposit Authority requires.

**4. Draft agreements and rules to be prepared**

Within 3 months after the commencement of this Act –

- (a) the Director is to publish a model residential park agreement in accordance with section 10(2); and
- (b) the Minister is to ensure that model park rules are prescribed.

**5. Transitional regulation-making power**

- (1) In this section –

*commencement day* means the day on which this Act commences;

*transitional period* means the 5-year period from the commencement day.

- (2) The Governor may make regulations under this Act to effect, and facilitate, the commencement of this Act.
- (3) Without limiting the generality of subclause (2), regulations made under this clause may –

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- (a) provide for the preservation, continuation, variation or revocation of an agreement in relation to –
  - (i) a residential park; or
  - (ii) a site at a residential park; or
- (b) exempt the Act, including regulations made under the Act, from applying to one or more of the following:
  - (i) prescribed agreements, whether entered into before or after the commencement day;
  - (ii) prescribed classes of residential parks;
  - (iii) prescribed classes of residential park agreements;
  - (iv) prescribed classes of sites; or
- (c) subject to subclause (4), exclude the operation of all or specified parts of the *Building Act 2016*, or the *Land Use Planning and Approvals Act 1993*, from applying to one or more of the following:
  - (i) prescribed agreements, whether entered into before or after the commencement day;
  - (ii) prescribed classes of residential parks;

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- (iii) prescribed classes of residential park agreements;
    - (iv) prescribed classes of sites;
  - (d) on the advice of the department responsible for the administration of the *Land Use Planning and Approvals Act 1993*, exclude the operation of all or specified parts of the Tasmanian Planning Scheme, within the meaning of that Act, from applying to all, or a specified part of –
    - (i) prescribed classes of residential parks; or
    - (ii) prescribed classes of sites.
- (4) Regulations may only be made in accordance with subclause (3)(c) if the regulations are made on the advice of –
  - (a) the Director of Building Control, within the meaning of the *Building Act 2016*, if the regulations relate to that Act; or
  - (b) the department responsible for the administration of the *Land Use Planning and Approvals Act 1993*, if the regulations relate to that Act.
- (5) Regulations made under subclause (2) may –
  - (a) take effect on the commencement day or a later day as specified in the regulations, whether the day so specified is before, on

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- or after the day on which the regulations are made; and
- (b) only be in effect during the transition period; and
  - (c) be made so as to apply differently according to matters, limitations or restrictions, whether as to time, location, circumstance or otherwise, specified in the regulations; and
  - (d) authorise any matter to be from time to time approved, determined, applied or regulated by a person specified in the regulations.

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**SCHEDULE 2 – CONSEQUENTIAL AMENDMENTS**

Section 119

***Consumer Affairs Act 1988***

1. Section 3A is amended by inserting “the *Residential Parks Act 2026*,” after “*Prepaid Funerals Act 2004*,”.
2. Section 16 is amended as follows:
  - (a) by inserting in subsection (3) “the *Residential Parks Act 2026*,” after “*Prepaid Funerals Act 2004*,”;
  - (b) by inserting in subsection (4) “the *Residential Parks Act 2026*,” after “*Prepaid Funerals Act 2004*,”.

***Residential Tenancy Act 1997***

1. Section 3(1) is amended by inserting after the definition of *residential manager* the following definition:

***residential park*** has the same meaning as in the *Residential Parks Act 2026*;
2. Section 48M is amended by omitting paragraphs (b), (c) and (d) and substituting the following paragraphs:
  - (b) to collect data on the residential tenancy market, or the market relating to residential parks, in Tasmania; and

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- (c) to conduct public awareness campaigns to educate –
    - (i) parties to residential tenancy agreements regarding their obligations; and
    - (ii) park owners and residents, within the meaning of the *Residential Parks Act 2026*, regarding their obligations under that Act; and
  - (d) to carry out any other functions –
    - (i) conferred on it by this Act or the *Residential Parks Act 2026*; or
    - (ii) as may be prescribed under this Act or the *Residential Parks Act 2026*.
3. Section 48Q(2) is amended by inserting “under this Act or the *Residential Parks Act 2026*” after “powers”.

***Tasmanian Civil and Administrative Tribunal Act 2020***

- 1. Schedule 1 is amended by inserting after item 78 the following item:

**78A.** The *Residential Parks Act 2026*.
- 2. Schedule 2 is amended by omitting clause 2 from Part 9 and substituting:

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**2. Functions and powers allocated to stream to determine residential building work disputes**

The functions and powers of the Tribunal in relation to the following Acts, including the functions and powers conferred or imposed on the Tribunal by regulations, determinations or other instruments made under those Acts, are allocated to the Civil and Consumer stream:

- (a) the *Residential Building Work Contracts and Dispute Resolution Act 2016*;
- (b) the *Residential Parks Act 2026*.

**3. Schedule 4 is amended by inserting after item 50 the following item:**

**50A.** The *Residential Parks Act 2026*.