



**Caravan Industry Australia Tasmania**

**CODE OF PRACTICE**

**FOR**

**CARAVAN PARKS**

**IN TASMANIA**

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## 1. GENERAL INTRODUCTORY MATERIAL

This ‘Code of Practice’ (the Code) is intended as a ‘good practice’ guide for caravan park operators within Tasmania in their dealings with park occupants.

The Code has been developed by the Caravan Industry Association of Tasmania (CIAT), in consultation with Consumer Affairs and Fair Trading. The Code represents the accepted standards for members of CIAT in their dealings with park occupants.

The Code’s requirements are met primarily through the provision of information in the park rules and through usual business practices.

The use of a written agreement form (incorporating the park rules) is recommended for both:

- long-term stays/annuals; and
- where a caravan is used as an occupant’s principle place of residence.

‘**Long Term Holiday Site Agreement**’ and ‘**Residential Tenancy Agreement**’ forms are available from CIAT.

### Definitions

‘**caravan**’: a movable dwelling/or an immovable dwelling, van or other portable device (whether on wheels or not) used for human habitation situated in a caravan park

‘**caravan park operator**’: a manager or operator of a caravan park or cabin park. Reference in this Code of Practice to caravan park operators, also includes caravan park owners, managers and agents acting for caravan park owners.

‘**long term holiday site**’ (annuals): a site which has been reserved for an extended period upon which is situated a movable or immovable dwelling and which is occupied from time to time on a non-residential basis.

‘**non residential basis**’: means that the site is not occupied by a person who is using the site as his or her main place of residence.

‘**occupant**’: a person who has a legal right to occupy and use the site for a period of time (e.g. usually a short term stay, or a person who rents a site on a long-term basis, but resides elsewhere).

‘**permanent stays**’ : where a caravan is used as an occupant’s principle place of residence.

‘**principal occupant**’: the occupant who signs on behalf of and represents all of the occupants of a long-term holiday site.

## Structure of the Code

The Code is set out in three parts:

1. 'short-term stays' (tourists, holiday makers);
2. 'long-term stays' (annuals); and
3. 'permanent stays' (principle place of residence).

## 2. CODE - REQUIREMENTS

### SHORT-TERM STAYS (TOURISTS, HOLIDAY MAKERS)

#### At beginning of an occupancy:

**Park operator is to ensure that the prospective occupant is aware of the applicable terms.**

The park operator should take the time to ensure that the occupant is clear about applicable rates, any additional costs and conditions of stay. Clearly, the time taken to do this and the material covered will depend on the length of stay and the particular circumstances applying.

**Park operator is to provide a written receipt for any payments made.**

All occupants are entitled to written receipts for payments made, either for a site or where a caravan or cabin is rented out.

The receipt should include details on:

- the name of the park;
- the occupant's name;
- the date the payment is received;
- the amount of the payment; and
- the purpose of the payment.

The occupant should pay rent in advance, or as agreed.

Usually the conditions of stay and the receipt are set out on the same form (i.e. conditions on the back of the receipt).

#### At the end of an occupancy

**Park operator is to ensure that the site is cleaned and made ready for a new occupant.**

**The occupant is to:**

- ensure that the site or dwelling is left clean and tidy; and
- ensure that all rent owing and other charges are paid.

## LONG-TERM STAYS (ANNUALS)

These stays typically involve an occupant renting a site for their caravan, on an annual basis, and visiting the site at holiday periods.

### At beginning of an occupancy:

**Park operator is to ensure that the prospective occupant is aware of the applicable terms and provide a written copy of the park rules to the occupant.**

### **Park operator is to provide a written agreement.**

The park operator is to provide an occupant with a written agreement, which sets out the terms and conditions applicable to occupants. The agreement also sets out the obligations of the park operator.

Two copies of the agreement should be prepared. The park operator should ensure that the occupant signs and retains one copy of the written agreement.

The operator should also obtain the occupant's signature on the second copy and should retain that copy.

Later confusion may be avoided if all the terms of the occupancy are stated in writing at the outset and agreed to by both parties.

In addition to a written agreement, a copy of the park rules or conditions should be provided to the occupant in a clear and concise form. The park operator should not levy any additional rent or related fees unless these charges have been disclosed in the park rules.

The written agreement usually incorporates the park rules. A list of the sorts of things that should be included in the park rules can be found in CIAT's '**Long Term Holiday Site Agreement**' (pages 8:9).

Providing a written agreement and copy of the park rules will ensure that the occupant is clear about what services to expect, how much is payable and the extent of his or her obligations while staying at the park. If, at a later date, a dispute arises, the agreement and park rules can be referred to, in resolving the dispute.

Many of the requirements of this Code are achieved by the provision of the required information in the park rules by the operator.

### **Park operator is to provide written receipts for any payments made.**

The park operator should provide a written receipt for rent or any other charge or payment at the time of payment, or if the payment is made by post, or by cheque, within 7 days of receipt.

## Long-term stays (Annuals)

### **Park operator is to provide details relating to any charges that apply to visitors using the site or dwelling.**

Caravan park operators can charge a reasonable amount, in addition to the normal rent, for visitors who stay on the site or in the caravan/cabin. Any such additional rent should be no greater than that charged for additional persons occupying short-term sites in the park. Occupants should be made aware of the rules applicable to visitors.

The rules relating to visitors and any additional fees applying should be set out in the park rules.

The principal occupant should obtain the consent of the park operator if the dwelling is to be occupied by anyone other than himself or herself.

### **Park operator is to state whether any additional fee applies for the provision of a key to access the park.**

Caravan park operators can charge a reasonable one-off fee for giving an occupant a key to allow out of hours vehicle access to the park.

### **Park operator is to provide details relating to any fees applicable for storage or removal of caravan.**

The caravan park operator should list in the park rules any fees applicable for storage or removal of a caravan or immovable dwelling.

### **Park operator is to provide details relating to any fee or commission payable where: (a) the caravan is sold by the caravan owner, on site; or (b) the park operator is requested to sell the van, on behalf of the caravan owner.**

Where an occupant owns a caravan but rents the site, he/she has no legal right to sell the caravan as being 'attached to' or permanently located on a particular site, unless an agreement has been entered into with the park operator.

The new owner of the caravan may enter into a new arrangement with the park operator with respect to the location of the caravan, should the new owner wish to continue locating the van in the park. However, this would be the subject of a new agreement between the purchaser and the park operator. The caravan park operator may require a fee from the new owner for this right.

#### **(a) where a caravan is being sold by the caravan owner, on site.**

The park operator is entitled to charge a fee where a caravan is being sold, by the owner of that caravan, on site in the caravan park. Sale on site may significantly add to the attractiveness of the caravan.

The park operator is not eligible to receive a fee or commission unless it has been agreed to, with the caravan owner, prior to the sale.

## Long-term stays (Annuals)

The caravan park operator should list in the park rules any fee applying where the caravan is being sold, by the caravan owner, on-site.

The occupant should not advertise the caravan or cabin as being permanently located on a particular site, without the operator's knowledge and agreement.

### **The occupant (or resident) is to:**

- notify the operator, in writing, of an intention to sell the van on-site;
- inform any prospective purchaser that the sale of the caravan voids any agreement with respect to the occupancy of the site; and
- advise any prospective purchaser to make their own enquiries of the park operator with respect to their prospects of entering into an agreement enabling them to occupy the site in question.

### **(b) where the park operator is selling the van, on behalf of the caravan owner.**

The caravan park operator should list in the park rules any commission applying where the operator is asked to sell a caravan or cabin on site, on behalf of the vendor, as an agent.

### **Park operator is to provide the basis for charging electricity, gas and water charges.**

Electricity, water, gas and services are usually connected to the park in the name of the park operator. The park operator has two options for passing on the cost of these services. The options are:

- to include the cost of the service(s) in the fee or rent payable; or
- to make a separate charge, in addition to the fee or rent.

If the occupant's consumption of services is not metered individually, the occupant would expect to pay for these services as part of their fee/rent. Where a service is individually metered, the occupant can expect to be provided with the relevant meter readings.

### **Park operator is to give reasonable notice to vacate.**

Caravan park operators and residents should give reasonable notice in writing when ending a occupancy. A notice to vacate should:

- be in writing;
- state the names of the occupant and operator;
- identify the site /cabin;
- be signed and dated;
- allow at least 2 weeks time (14 days) to vacate the site, preferably much longer;
- give the date on which the occupant intends to move out or the park owner wants the occupant to move out;
- give reasons for ending the agreement; and
- be sent by registered post or given to the occupant in person.

## Long-term stays (Annuals)

In the case of a park operator serving a notice to vacate, some reasons might be that:

- the occupant has failed to comply with any provision in the agreement;
- the agreement is not for a fixed period and the site is to be sold, renovated, or used for another purpose;
- the agreement is due to expire at least 14 days after the service of the notice; and
- the occupant has caused nuisance.

The park operator is not required to serve a notice to vacate if the site has clearly been abandoned.

Any payment of rent after a notice to vacate does not constitute the existence of a new agreement.

If a park operator terminates an agreement when rent is paid in advance, they must refund to the occupant the rent amount calculated from the termination date to which the occupant has paid.

A notice to vacate takes effect on the date specified on the notice (ie. a date at least 14 days after the notice is served).

A notice to vacate, on the ground of failure to pay rent, is of no effect if an occupant pays all arrears in rent before that notice takes effect.

### **Park operator is to give reasonable notice where relocation to another site is required.**

A caravan park operator may want an occupant to move to another site within the park. For example, where the site is being up-graded, or where new facilities are being built.

The operator should give the occupant at least two weeks (14 days) notice to relocate, preferably longer. In working out what is a reasonable time period for moving, the operator should have regard to the occupant's particular circumstances. For example, the occupant may rent the site on a long-term basis and may only visit the site infrequently, residing elsewhere in the State.

The notice should be in writing and should identify the alternative site to which the occupant is to relocate, give the date by which the tenant should relocate and state the reason for the relocation.

It would be preferable if the new site is comparable to the site currently occupied.

The operator may choose to reimburse the occupant for reasonable costs incurred in the compulsory relocation of the occupant's caravan.

The park operator's policy on compulsory relocation should be stated in the park rules.

### **Park operator is to state their policy with respect to sub-letting.**

The occupant must obtain written permission from the park operator before they can sub-let a site, cabin or caravan.

## Long-term stays (Annuals)

Occupants may only sub-let if the park operator agrees. The park operator's policy on sub-letting should be stated in the park rules.

### **Park operator is to provide written notification of any changes to the park rules.**

The park operator is permitted to change the park rules. However, the operator is to give each occupant a written copy of park rules, as amended.

Occupants should be notified about the changes, in writing, at least 10 working days before the new rules come into effect, preferably longer.

### **During the occupancy**

### **Park operator is to ensure that the occupant has access to the park at all times.**

### **Park operator is to ensure that the occupant/resident has access to common bathroom and toilet facilities at all times.**

The premises must comply with council and government health and safety requirements. However, facilities should in any event be maintained in good repair.

### **Park operator is to set reasonable hours for use of other facilities.**

### **Park operator is to respect the resident's right to privacy, peace and quiet.**

The park operator should not unduly interfere with the occupant's quiet enjoyment of the site.

The park rules should clearly state in what circumstances the park operator, or other employees/contractors, may enter a site or caravan (e.g. to make a general inspection, to carry out repairs).

The park rules should clearly state in what circumstances the park operator, or other employees/contractors, may enter a site or caravan without prior notice, e.g. if the occupant agrees at the time; in an emergency to save life or valuable property.

### **Park operator is to keep the caravan park grounds clean and safe.**

The operator should arrange for the collection of the occupant's garbage and other garbage from the caravan park, as set out in the park rules.

### **Park operator is to maintain all park facilities in good repair.**

The operator should make sure that any repairs or renovations disturb the occupant as little as possible, and provide other facilities for the occupant's use when repairs are underway.

Where a caravan or cabin is rented, all repairs are the park operator's responsibility. However, if the occupant caused the damage, the caravan park owner can ask the resident to pay for repairs.

## Long-term stays (Annuals)

**The Park operator is to give at least 60 days notice, in writing, of any increases in rent.**

The park operator should give the occupant 60 days notice of any increase in rent or other charges unless the increase results from that of a supply authority for which the park operator has responsibility to pay.

Any rent increases should not result in the occupant paying higher rent or other charges than the occupants of comparable sites within the park.

Where a site is rented on a long-term basis the operator should ensure that any increases in rent or other charges are communicated in writing to the occupant.

**The occupant is to:**

- pay rent and other charges by the due date;
- use the site, caravan park and facilities properly, as required under the park rules, and ensure that any visitors do the same;
- ensure that the site is not used for any illegal purpose;
- ensure that there are never more people staying on the site than has been agreed with the caravan park operator;
- where a special payment is required under the park rules, in excess of that which has been agreed, ensure that this payment is made to the park operator;
- report and pay for any damage that is not normal wear and tear; and
- report any damage or breakdown in caravan park facilities to the caravan park operator.

**The occupant is not to:**

- erect any structure on the site or in the park without the prior consent of the park operator; and
- cause a nuisance or interfere with their neighbour's peace and privacy;

**At the end of an occupancy**

**Park operator is to ensure that the site is cleaned and made ready for a new occupant.**

**The occupant is to:**

- ensure that any garbage/rubbish is removed; and
- ensure that all rent owing and other charges are paid.

## PERMANENT STAY (PRINCIPLE PLACE OF RESIDENCE)

### Application of the Residential Tenancy Act 1997 to Caravan Parks

Where a caravan or cabin is rented out as a person's principal place of residence, the provisions of the Residential Tenancy Act may apply. Operators should ensure that any agreement is in writing.

Copies of '**Residential Tenancy Agreement**' forms may be obtained from CIAT.

The Act sets out the rules that apply to residential tenancies in Tasmania, including those in caravan parks.

Information about rights and obligations, for both the park operator and the tenant, under the Residential Tenancy Act can be found on the Consumer Affairs and Fair Trading website: [http://www.consumer.tas.gov.au/tenancy\\_and\\_real\\_estates](http://www.consumer.tas.gov.au/tenancy_and_real_estates).

The Act can be accessed in its entirety online at <http://www.thelaw.tas.gov.au>.

[Part 4](#) of the Act sets out, in detail, what is required of the park operator.

A copy of the guide *Renting in Tasmania* can be accessed at [http://www.consumer.tas.gov.au/\\_data/assets/pdf\\_file/0016/54403/Tenancy\\_Booklet\\_05a.pdf](http://www.consumer.tas.gov.au/_data/assets/pdf_file/0016/54403/Tenancy_Booklet_05a.pdf)

The park operator should seek legal advice if in any doubt about whether or not the Act applies.

## 3. OTHER MATTERS

### Park operator is to give reasonable notice of sale of the park.

Where the park is being sold, the caravan park operator should advise occupants in writing, at the earliest opportunity, of the proposed sale and of the new owner. The contact details of the new owner should also be provided.

Where the park is sold, the owner of a caravan may seek a new arrangement with the park operator.

### Unpaid rent

In most instances rent will be paid in advance. Where the Residential Tenancy Act applies and a security deposit has been paid, the park operator may be able to claim rent owing from that deposit.

### Abandonment of goods

Occupants should take belongings with them and leave a forwarding address when they leave a long-term occupancy. If any personal documents or goods are left behind, arrangements should be made for them to be collected by the occupant.

Park operators should make every effort to contact the owner of abandoned goods and arrange for their collection.

Caravan park owners should not refuse to give back any of an occupant's belongings, even if rent is owed.

### **Dispute resolution**

Ideally, occupants and caravan park operators should resolve any issues through discussion, by coming to an agreement.

The resolution of an issue may result in a substantial change to the agreement between the occupant and operator. The operator may choose to draft a new, or amended, written agreement to reflect any agreed changes.

### **Contact Details – useful organisations**

For further advice and information contact:

#### **Caravan Industry Association Tasmania**

Postal: 111 Blacksnake Lane, Granton Tas 7030

Telephone: 6263 5996

Facsimile: 6263 5886

Mobile: 0417 352 264

Email: blacksnake3@bigpond.com

#### **Consumer Affairs and Fair Trading**

Postal: GPO Box 1244, Hobart Tas 7001

Website: [www.consumer.tas.gov.au](http://www.consumer.tas.gov.au)

Telephone: 1300 65 44 99

Facsimile: 6233 4882

#### **Tourism Tasmania – Special Interest Area**

Postal: GPO Box 399, Hobart Tas 7001

Telephone: 6230 8199

Facsimile: 6230 8353