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Results of ARPQ Consultation Paper Q and A

Prepared by home owners for home owners

In our approach to this consultation paper we set out to establish from our members and home owners living in residential parks who wished to participate and give their opinion of life in a residential park. To get a fair mix of opinion we included older mixed parks as well as more modern purpose built parks and in doing so, when it came to compiling the Q and A we decided to concentrate and set the questions into what we thought was the appropriate categories of:

Residential Parks Living

In this section we attempted to establish mixed parks from purpose built and the general opinion of home owners and their satisfaction ratio.

Park Management

Always a controversial issue because this is a main factor of disillusionment with residential park living.

Site Fee Increase

Another controversial issue because of the methodology applied to establish increases.

Site Agreements

In this section we attempted to garner a range of opinion which will be explained as we progress with this report.

Selling of homes

There has been considerable controversy about this issue.

Entrance to Residential Parks

This section again proved somewhat controversial based on park management attitude.

Security of Tenure

This is a misunderstood perception by many home owners because it is never explained appropriately and misleads home owners continuously.

Charges for Utilities

This is a very controversial issue and typically highlights the failure of the legislators to look to the whole picture for political gain.

We tried to give two main considerations in our consultation paper and these were to make answering questions easy with tick boxes for the less able to write clearly and legibly but at the same time giving those more fluent in expression to have their say with dialogue boxes for further comment, basically this has worked.

What we also found after much questioning that in many circumstances were couples, which is partners or husband and wife filled out one form between them. Also, many older home owners proved reluctant to answer some questions because of repercussions from management or park operators even though we stressed their anonymity. This is a very real mindset and says much for the fear that many park operators project and says a lot about the industry. The most vulnerable of the elderly should not have to live in fear of being evicted from their homes and park.

Our findings:

1. Residential Park Living (questions 1 to 6)

1.1 We asked how many homes in the parks compared with the number of sites available, this showed a definite trend of 13% sites not occupied possibly due to stalled development which emphasised the state of the economy generally.

1.2 The answers relating to the mixed parks against the purpose built were not unsurprising due to the closure of many mixed parks or the land owner choosing other means of income from the land in question. Our figures showed 87% purpose built parks in comparison to mixed parks which gives some indication of the growth of the purpose built parks. When asked if home owners would recommend living in a residential park 25% said yes and 62% said no. This same trend was echoed at the last forums conducted by the Department of Communities in 2011-12.

2. Park Management (questions 7 to 9)

2.1 As expected this topic was always going to be controversial because of the general attitude and calibre of the park manager and for all intense and purposes is supported by park operators.

2.2 The question relating to park management appeared as question [7] of our consultation paper. We asked participants *"how would you rate park management in your park"* and the result revealed no surprises. We gave participants the opportunity to rate park management at their park as:
Poor-Average-Good-Excellent but on viewing the result it was obvious that many home owners did not wish to comment so we have added a "no comment" section. The reason we discovered and expected was for fear of retribution, many home owners are too frightened to comment should they in someway be identified. This is all true and no government should condone their elderly citizens living in fear of management in a residential park.

2.3 The results of our survey showed **Poor 58%-- Average 17%-- Good 4%-- Excellent 1% and the no comment 20%** which must indicate that this an important area requiring drastic change that need to be enshrined in the Act, penalties applied to park operators and dismissal of offenders. This is why we have previously advocated accreditation for park managers and their staff during our meetings with government representatives.

2.4 In question [9] of our consultation paper we asked if the claimed protections of home owners rights supposedly strengthened in the 2011 review of the Act had made any difference as claimed in the said review, 85% said no and 3% of those that answered said yes. This again tells its own story.

2.5 Also in this section we asked *"if you dislike living in a residential park what are the main reasons"* and *"what percentage of home owners in your park do you think use the facilities"?*

Seeing these questions require some commentary by home owners capable of same, we did a random examination of the answers and found that the main complaint was false advertising by park operators to lure prospective buyers and the promised lifestyle was a myth due to poor management practices and blatant lies. Unfinished facilities, lack of maintenance and being treated more like institutionalised inmates. The answer to question [12] about the average use of the facilities came out at 24% usage.

3. Site Fee Increases (questions 13 to 25)

3.1 In our consultation paper we put forward various suggestions on how parts of the Act could be improved and site fees being a very contentious issue we put forward a suggested formula which we thought would give more clarity and fairness and asked participants to the consultation paper to tick their approval or disapproval. The result was 60% for the proposal and 3% against, 37% made no comment.

3.2 There are several reasons we believe that attract "a no comment". The main reasons we believe, and we did ask questions of participants, is that in many cases, where a couple live together, the couple completed the paper as a joint effort, so instead of getting two comments, one from each, we received one comment from two people. It took quite some time for us to realise this because we could not reconcile the number of papers back with the answers given.

In addition to this, although we did try to make the paper as easy and understandable as possible, many people did not understand the proposal being put forward. We who deal conscientiously with elderly home owners know that so many do not even know they have a site agreement and if they do, they have never read it because they do not understand it or find it too complex and this is why some park operators seek to take advantage and what legislators must understand. None of us know what its like to be old until we get there.

3.3 Questions [14] and [15] confirmed what we already knew because in preparing the questions, many were what home owners wanted raised so the result was obvious, 82% felt the site fee was not value for money and 92% said they would like a break-down of site fees into components. That said, while it may appear to sceptics that we framed the questions to extract the desired answers, what we actually did was to give home owners an opportunity to have their say, only the narrowest minds would perceive that differently. Home owners have a right to be heard because they are the basis or foundation of residential parks industry.

3.4 Questions [16] through to [18] dealt with the Tribunal as a source of dispute resolution and again there were no surprises. Some of the comments received by

us from home owners about the Tribunal are best not printed but we have made complaint and recommendation to the Attorney General we hope in a more congenial manner. There is certainly much conjecture as to the credibility of the Tribunal and its motivations. The answers showed that 89% felt the Tribunal was too legalistic, interestingly, and we have noted this before, that country hearings showed a fairer balance between the parties as per question [17] where balance of interest in the decision making process came in at 57% for and 43% against. It would seem to confirm a definite culture that has persisted in Brisbane since 2007.

It was also confirmed our ARPQ claim that lawyers should not decide the amount of a site increase. Once home owners have complied with the notice of increase under section 69 of the Act, they have met their legal obligations, distorted as the Act is, the actual amount is not a legal issue, 92% supported this observation.

3.5 Answers to questions [19] and [20] should be taken together because the two follow on from each other, because 90% felt that park operators should qualify their site fee increases in detail and 88% believed the market rent review system should be abolished. Market rent reviews relate strictly to commercial entities in the true sense, home owners in residential parks have residential contracts, hence, residential parks.

3.6 Again we feel [21] and [22] should be lumped together because 73% felt that this should be the criteria for site fee increase. However, we believe that question [22] has been misunderstood with 90% not supporting [22] and the viability of the park. Our view (ARPQ) believe that a park operator should seek an increase in site fees when it can be honestly shown that the viability of the park is threatened, if the viability of the park is threatened then it is in everyone's interest to see that it remains viable.

3.7 In [23] we sought to have the state of the economy as an important consideration when negotiating a site fee increase because in the past increases have been based on the park operators supposed interest only. The result of our paper showed 80% in favour due consideration of the economy. As an aside, we have put this argument many times to the Tribunal but the Tribunal has a habit of turning a deaf ear to such trivia, obviously pensioners costs do not increase. If we raise prospect of excessive profiteering by park operators the tribunal member will tell us the Act is not about profit but when we point out that the Act is about fair trading we are ignored.

3.8 The proposed 120 day notice of site fee increase in [24] with protracted negotiation prior to the increase attracted a 94% support. The issue is negotiation before tribunal involvement which is unfair and a cost burden on the public.

4. Site Agreements (questions 26 to 31)

4.1 In this section we asked home owners their opinions on taking their site agreements to a contract lawyer or to a special government department for guidance prior to signing the agreement. The latter being the preferred choice, that is, a government department to explain the site agreement and the potential home owner having to sign that the agreement has been explained and that they (the potential home owner) understands the contract of lease.
To this question 64% answered yes and 1% answered no.

4.2 In [27] we asked about fencing and boundary pegs because we have received complaints from home owners who have little idea where their site boundaries start and finish which can cause friction between neighbours. Surprisingly, 75% answered that they did have boundary fences or pegs and 25% answered in the negative so the issue seems more isolated than first thought although repairs to fences remains an issue.

4.3 In [28] we asked if home owners should pay only for the size of their site because in many parks the trend for some years were to have varying scales of charges based on the size of the site occupied. This changed about four years ago as a remnant of the 2008 GFC. We know that many park operators lost money based on their investment portfolio, not due to any loss from the parks but they all decided to charge one rate for each site regardless of size thus making good their losses from pensioner home owners. We know through our network that this was a collaborative move and a form of price fixing and unethical practices.

The answer was predictable with 68% believing they should only pay for what they get and 4% seemingly content with their lot.

4.4 The assigning of site agreements has been a source of forgery for many park operators by denying the purchaser the right to pay the same rent as the seller. This is how the story goes: the purchaser is given a higher rent and told if queried that all the rents will be going up to the same rate throughout the park.

This new rent rate is then months later used as a lever to claim this is the market rate because a couple of home owners are already paying the new rate. This is a hollow argument because the open market economy does not provide for few a people to set the rent rate for every one else. The economy is not a stable item and goods and services fluctuate based on supply and demand and prices fluctuate on the same basis.

So the site fee increase is based on manipulation by the park operator manipulating the site rent for new purchasers months before the market review and then claims that because a couple of unsuspecting home owners have been lied too, the remainder of the home owners in the park are told that this is the market rate because new home owners are prepared to pay the new rate.

This argument is backed up by the Tribunal should the home owners seek to have the new rate reduced but unfortunately the Tribunal is in on the deal and will support the park operators completely. One home owner representing the applicants once put this methodology of raising site rents to tribunal member Mrs Gwen Spender, he asked *"if you buy a new car from a dealer for a certain price and the next day I go to the same dealer, buy exactly the same model car, same colour and identical in every way, are you telling us that I cannot negotiate a better deal"?* The park operator and his lawyer both looked at the floor and Mrs Spender refused to answer because she knew that she was lying to assist the park operator

What has been explained above is not the open market; it is regulation laced with manipulation and the answer from home owners to [29] was 72% against the practice and 3% not concerned.

4.5 Questions [30] and [31] have been combined here because “special terms” are more relative to purely commercial enterprises not residential pensioner home owners, park rules are all that is required. The special terms currently allowed in site agreements are designed to extract more money from home owners by entrapment and manipulation.

We asked if special terms should be included in site agreements to extract more money from pensioner home owners and were special terms needed. The answers were clear, in [30] 81% said that no extra financial burden should be levied on home owners through special terms and 78% said no to special terms were needed and 3% agreed that special terms were needed.

5. Selling of Homes (questions 32 to 35)

5.1 It was felt that many park operators have too much to say in whom can purchase a home offered for sale by the home owner, this was verified by 69% saying park operators interfere too much against 6% differing.

5.2 Question [33] proved to be the most contentious where park operators are still developing the park and building new homes for sale. Naturally the park operator would give priority to the new homes but many deliberately and unfairly interfere with existing home owner sales to the point that a licensed real estate sales person would be in breach of their license. So when asked if park operators acted fairly with home sales 57% said no against 9% for the positive.

5.3 Asked if park operators stop real estate agents from entering the park to assist home owners with the sale of their homes in [34] the majority of 55% said yes and 20% said no.

5.4 In [35] it was asked if park operators and their staff in established parks which collect real estate commissions for selling homes should first undergo some training in the real estate industry, the answer was 82% in favour against 2% not in favour.

6. Entrance to a Residential Park (questions 36 to 38)

6.1 Question [36] is the most important question in this section because many park operators obviously do not understand leasehold condition under the Property Law Act and see themselves as keepers of an institution of inmates; this issue will be dealt with more extensively in the summary but 85% of those who answered the question relating to entry with legal intent believed that entry to a park should not be interfered with by the park operator.

6.2 Home owners who had experienced interference by the park operator with others entering the park to visit a home owner had not reported the incident to any responsible government department. Those that claimed interference showed 56% so the problem is very real, only 5% claimed no interference.

6.3 Most home owners 67% see this action by park operators as deprivation of liberty under the Criminal Code Act.

7. Security of Tenure (questions 40 to 42)

7.1 In our consultation paper we supplied a very brief outline of an ARPQ proposal already lodged with the department of housing which concentrated on home owners being displaced and having to leave a park because of redevelopment. The most controversial point being the compensation awarded pensioner home owners based on relocation cost only. We asked in question [40] if home owners agreed with the ARPQ method of compensation and 85% agreed and 1% did not agree.

7.2 We also asked if a lawyer sitting in the Tribunal should make a ruling on compensation for the home owner/s and 75% said no and 3% said yes.

We also asked home owners if they thought that government or anyone else cared when pensioner home owners were forced out of a park because of redevelopment, strangely, 9% said no and 9% said yes.

8. Charges for Utilities (questions 43 to 46)

8.1 This is muddy waters territory only because lawyers have been allowed to stir up the mud. Section 99A was legitimately passed into law whether park operators accept it or not and should abide by the law, it's not hard to understand and is clearly written. Home owners have put up with one sided legislation in the guise of the Act and we have had to wear it and be continually disadvantaged by it but no one listens because we are told it's what the Act says, so where's the balance of interest in all this?

In the introduction to this section we did make comment based on what home owners generally feel about the utility costs but most of the anger is directed at the meter reading fee which is a supposed infrastructure maintenance charge which we already pay in our site fees like the CPI annual charges we pay twice and which are compounded annually for ever.

8.2 In answer to our opening comments in the consultation paper 57% agreed and 10% disagreed.

8.3 In question [44] we asked if on supply by park operators should be removed and 82% favoured that removal and 3% not in favour.

8.4 Unfortunately questions [45] and [46] created confusion because of the way the questions were worded and most did not comment, we take full responsibility for our error in not making the questions clearer and easier to understand

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Overview

Collectively, all those home owners living in residential parks who have contributed to this consultation paper by way of questions they wanted asked and indeed the answers that came from participants have not only many years of experience of living in residential parks but also many years of life experiences, surely, they cannot all be wrong.

Most will say that the concept of residential park living has much to commend it but unfortunately the industry has lacked adequate legislation to protect home owners and with this lack of protections has come a most undesirable element that now threatens the whole industry.

The task of the legislators reviewing the legislation is to introduce sensible checks and balances that that will encourage the development and viability of residential parks but also give genuine protections to pensioner home owners who are the very foundation of the industry. None of us are compelled to enter a residential park; those of us who have done so would have been better off staying in our own family homes in terms of freedoms and financial benefit.

Through our many interstate contacts with people living in residential parks we know that the problems experienced by our colleagues interstate measure well with what we here in Queensland experience and we know that the individual State Governments remain in constant contact and follow aimlessly the legislative trends of each other. We can only hope that the LNP government can inject an element of free thinking outside of the norm and deliver not only meaningful balanced legislation but also give a lead to all other States. The test is there.

Summary

We at ARPQ set out to identify the problems that create disputation and ill feeling in the industry and we believe we have gone some way to achieving that goal by highlighting those areas where change must take place. In doing so we listed what we consider are the most controversial parts of the Act that expose pensioner home owners to the cruel practices set by the existing legislation.

<u>Residential Park Living</u>

On the face of it, residential park living should be everything the glossy brochures advertise and it is fair to say that some of the more modern parks do fulfil their claims. One of the major drawbacks is the so called mixed parks which cater for tourists as well as manufactured home owners but are more tourists orientated than manufactured home parks. This anomaly begs the question as to the definition of a residential park as per section 12 of the Act; these parks are not residential parks according to section 12. Secondly, they do not comply with section 86 of the Act because the facilities have been turned over to the tourists and home owners have lost their quiet enjoyment to the tourist with loud parties and children running riot through the park.
These premises are not residential parks and yet government and the Tribunal turn a convenient blind eye.

A further fallacy is section 10 of the Act which specifies the homes must be designed to be relocatable. We have spoken to professional house removers about whether these modern relocatable homes can be relocated and of course yes, any structure can be

moved to move the modern relocatable home would require masses of extra battening to prevent them from breaking up and extreme damage would still occur. On the other side of the coin, we now have brick veneer slab on ground homes being built in parks and advertised as residential parks. The Tribunal has even heard cases from these parks which do not comply with the Act and therefore could not use the Act. Again a blind eye is turned by allowing developers to build such structures and call them manufactured homes. Over the years decent people have lost their homes on a small technicality and had their lives ruined by the Tribunal system. All this is fact and can be proven.

Park Management

Time and space does not permit all of the stories surrounding these individuals. We did a survey a few years ago on the known backgrounds of some of these people and not surprisingly, many have come from backgrounds which carry authority. Some of these are ex police officers, teachers, ex army officers and even prison warders which should give some indication as to the calibre and intention of these individuals. In essence, these people consider themselves to be running institutions containing inmates of some kind.

Others are basically downright rude, lack any morality, are bullies, illiterate and liars, they see their role as controlling only, this is no exaggeration. One manager of a park seized the home owners social club money because of a small dispute among the home owners, appointed himself as the administrator and appointed a park caretaker as treasurer of the home owner's social club money. This was a criminal act of theft.
We have a copy of a letter from one park manager informing an elderly lady that she must not enter the office or talk to office staff, it's all true. We know of other parks where the manager will not allow the home owners to form a home owners association which is a breach of section100 of the Act. It goes on and on, change must take place if the industry is to survive. These people must be removed from the industry and qualified certificated people employed in their stead.

Site Fee Increases

This system of site fee increases could only described as archaic and would not be tolerated by park operators or the untrained lawyers that sit on the Tribunal making decision on how much pensioner home owners should pay. Imagine if you will trying to negotiate a deal after the event when the deal is settled. That's the site fee increase system that pensioner home owners must adhere too. The purveyors of such a system would never agree to such a system for themselves. Add to this the bias of the Tribunal that favours park operators and its almost as bad as stealing from those that can least afford it, it seems that the cost of living does not affect pensioners, only park operators.

The Home Owners Information Document tells us that if we do not agree to the site fee increase we can apply to the Tribunal. What is does not tell us is that we have to pay up first and then attempt to find our way through a maze of legalise in the tribunal and that we have less than 10% of any satisfaction, that's the system we are never told about.

We are not told about the park operators employing lawyers and so called expert witnesses that the poor old pensioner cannot afford or how park operators form a block to leap frog over each other in site fees by fraudulent comparisons supported by certain valuers.
This then is the site increase structure that is a guaranteed win win situation for park operators and entrapment for pensioner home owners.

Site Agreements

Prospective home owners contemplating buying into a residential park are faced with a **warning** on the front of the Site Agreement and the Home Owners Information Document and while this has merit, we maintain that although the warning is there to be seen, we also see the Queensland Government Insignia which somewhat nullifies the warning, people naturally think that if the Government OKs it, it must be alright.

A warning sign means that the position one is in could prove detrimental to ones wellbeing which means in turn either proceed with caution or do not proceed at all and taken in the circumstances of the residential parks industry, it means entrapment, entrapment for pensioners seeking some kind of solace in their remaining years based on false advertising. We are advised to have a lawyer check the site agreement but experience based on investigation shows that your basic lawyer has little knowledge of contract law unless they specialise in that area and few do so, but to have a better understanding, a lawyer would need some understanding of the Act itself and few do.

Our research shows that those contemplating residential park life who take the warning seriously are told by lawyers that *'it's just a standard contract"* when many of the conditions and special terms within that *standard contract* are nothing more than entrapment.

The biggest mistake of all for prospective pensioner home owners is to actually believe the park operator or the office staff.

Selling of Homes

Under the Act, a home owner can nominate the park operator to act as the selling agent should the home owner decide to sell their home within the park and the park operator, without any real estate training or licence can sell the home and collect full real estate commission. This is also written in to PAMDA (Property Agents and Motor Dealers Act) although according to the OFT (Office of Fair Trading) a relocatable home is not real estate but merely a chattel (the reader can work that out).

Taken as it is in the Act, the big drawback is that home owners who speak out against the actions and activities of park managers and staff are branded "trouble makers" which usually means that particular home owners are virtually black listed. Those of even average intelligence would accept that such "trouble makers" are better off out of the park so that they can't influence others but no, every effort will be made to block the sale of the home as pay-back. It all sounds childish and it is but that's the mentality of most mangers.

The trouble makers must pay for their sins so office staff will deliberately avoid showing the homes to potential buyers of these trouble makers and to make life more difficult, management may stop real estate agents entering the park to list the trouble maker's home. All this is fact and will be dealt with under the right to enter a park.

Entrance to Residential Parks

The Act under section (12) gives a clear definition of what constitutes a residential park and gives detailed requirements to substantiate the park existence but what the Act says, limits its true operational status.

The owner of the land, in accordance with the laws and bylaws decides to develop the land and put in the roads and infrastructure, perhaps establish the facilities and then divide the land into sites which can be leased to the public on which to erect homes in which to live, this constitutes a residential park.

When a land owner develops a residential park, the land owner through advertising, invites/offers the public to lease individual sites, it is when the public accept the offer and build their homes on the leased sites does the residential park exist. Prior to this the land remains vacant other than for the roads and structures (if any) that make up the facilities. Interestingly, the home owners collectively inject millions of dollars into the project so that the land owner can have a viable business, without which, no business exists, this is fact and should be borne in mind.

Under the Act a site agreement is in force on a perpetual basis which is in fact a lease agreement with all the characteristics of a lease such as standard terms and special terms the same as a commercial lease. Lawyers for the park operators continually refer to the agreement as a license but a licence is something totally different and the Act makes no such reference.

According to the **Barron's Dictionary of Legal Terms (BD)** a licence is described as such: "*In the law of property, a license is a personal privilege or permission with respect to the use of land, and is revocable at the will of the land owner. The privilege attaches only to the party holding it and not to land itself".* This would imply that the site itself is the only privilege awarded the home owner and would not include any other facility, amenity or common property usage because the license is restricted to the piece of land under license and the land owner cannot revoke permission at will.

The site agreement under the act has all the characteristics of a lease and therefore is a lease, the **BD** states: *"1. an agreement by the lessor temporarily to give up possession of property while retaining legal ownership (title). 2. an agreement by the owner (landlord) to turn over, for all purposes not prohibited by the terms of the lease, specifically described premises to the exclusive possession of the lessee for a definite period and for a consideration called rent".*

This puts into perspective the site agreement/lease which obviates a lease agreement, even the Act itself puts into perspective the lease conditions awarded the home owners under section **94 Access by park owner to site** (2) (a) *if the home owner consents to the entry.*

Finally, the *Property Law Act 1974* section 57A (2) (b) *in the case of a lease---the lessees entry into possession under the lease.*

In addition to this, the Act refers to the land owner as the "Park Owner" when this is not so, the appropriate terms must be park operator because the term "own' is a possessive noun and the land owner does not own the homes that occupy over 80% of the land (park), the land owner is just that and is for the want of a better word a park operator.

Even the land owners call themselves and belong to the Manufactured Home Park Operators Council.

All what appears above is necessary to establish the fact that park operator cannot dictate who can enter a park with lawful intent to deal with a home owner residing in the park as the occupier of a site.

There have been numerous occasions where park operators have intercepted or denied entry to persons with legitimate business with a home owner or other home owners and we believe that if a park operator denies persons entry to deal with a home owner then the park operator is denying the home owner a natural right and restricting the freedom of the home owner. We see such action as “Deprivation of Liberty” under the Criminal Code Act 1899.

Security of Tenure

We have already submitted a paper on this subject to the Department of Housing and Public Works which we believe is a very reasonable answer to the question of older parks closing and home owners callously forced from their homes without adequate compensation. In defence of the land owner we agree that the land owner has every right to use its land in anyway that is lawful and we would defend that right. We take the view that what happens in the circumstances of displacement of pensioner home owners is resumption of their site; the land owner has the right as we have said to resume the site or sites but as to resumption, the *Lands Acquisition Act 1989* should be the guide for compensation.

As a comparison, no one really owns land other than the State, land ownership is merely a certificate of title that one can trade with so when the State or Local Authority resumes land they are bound by the *Lands Acquisition Act* whereas individuals are not but that does not remove the use of that Act as a guide. Section 51 (xxxi) of the Australian Constitution allows the Federal Parliament to make laws for the acquisition of lands but only on “just terms” and that is all we seek, just terms. Displaced pensioner home owners should be compensated to point of being able to purchase a home in a comparable park in the locality as per section 70 (3) (a) to (l) of the Act.

Charges for Utilities

We at ARPQ have stated many times that all service fees for all utilities are already in the site fees and adjusted upward when site fee increases take place. The 99A saga is just another way of non transparent reward for park operators, or a site fee increase by deception. It will be interesting to see the promised resolution to this problem.

Recommendations

The main problem with the Act in its present form is that the objects of the Act lack any basis or foundation on which to rely. The objects of the Act read as:

“The main object of this Act is to regulate, and promote fair trading practices in, the operation of residential parks”. Such wording is baseless and gives no direction.

To give a real and meaningful base and foundation to the Act it must include the *Fair Trading Act 1989, Australian Consumer Law Act 2011* and the *Property Law Act1974* none of which places any impediment on either party and also gives direction.

We also require:

(a) Radical change to the site fee increase regime;

(b) A code of conduct for all park operators, managers and staff;

(c) The removal of the Tribunal from the disputation process;

(d) A complete new site agreement as in 2003,

(e) The use of the *Lands Acquisition Act 1989* as a guide to compensation for resumption of sites.

We also believe that seeing that the industry is so important to the government to provide so called low cost alternative housing, the government should make some contribution to assisting home owners by way of legal services and not throw pensioner home owners to the wolves of private enterprise. Low cost housing and private enterprise are the wrong mix.

ARPQ
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