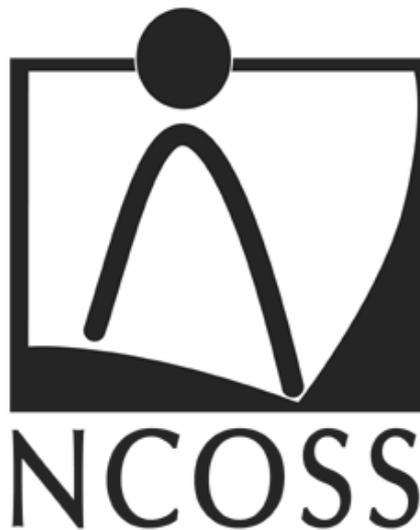


**Submission to the Office of Fair Trading regarding the  
Review of the Residential Parks Act 1998**



**August 2004**

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## **About NCOSS**

The Council of Social Service of NSW (NCOSS) is an independent non-government organisation and is the peak body for the non-government human services sector in NSW. NCOSS works with its members on behalf of disadvantaged people and communities towards achieving social justice in New South Wales.

It was established in 1935 and is part of a national network of Councils of Social Service, which operate in each State and Territory and at Commonwealth level.

NCOSS membership is composed of community organisations and interested individuals. Affiliate members include local government councils, business organisations and Government agencies. Through current membership forums, NCOSS represents more than 7,000 community organisations and over 100,000 consumers and individuals.

Member organisations are diverse; including unfunded self-help groups, children's services, youth services, emergency relief agencies, chronic illness and community care organisations, family support agencies, housing and homeless services, mental health, alcohol and other drug organisations, local indigenous community organisations, church groups, and a range of population-specific consumer advocacy agencies.

## **Background**

NCOSS welcomes the opportunity to make a submission to the Office of Fair Trading (OFT) regarding the *Residential Parks Act 1998* ("the Act"). NCOSS has a strong interest in the issue for a number of reasons. These include the significant issue of development pressure on caravan parks and the impacts of this pressure on housing provision and affordability.

Of particular concern to NCOSS is the growth of caravan parks as a housing option for low income people, particularly in outer metropolitan and regional NSW. The demographic profile of caravan residents including the significant proportion of residents who are older people or single parents brings the caravan park issue into NCOSS's ambit.

Many people living in caravan parks are of limited means, often retirees or older people about to retire. In many cases people have used their savings or superannuation to buy a manufactured home and then live off their statutory income or small personal pension. Being on relatively low fixed incomes they will be significantly affected by rent increases or worse still when forced to move due to redevelopment.

Although directly considered in this Review, we think it is important to note the use of caravan parks by government agencies, including the Department of Corrective Services and the Department of Housing as a housing option for their clients, in particular for emergency accommodation. Supported Accommodation Assistance Program ( SAAP) services experiencing a high level of unmet demand may refer clients to caravan parks. 'The caravan park, in some instances, is the only alternative to absolute homelessness'.<sup>1</sup>

On census night 2001 there were 43,197 residents of 26,094 'other dwellings', including caravans in NSW.<sup>2</sup> Of these 6881 were marginal dwellers included in the homelessness count. This a major share (30%) of the national total.<sup>3</sup> With relentless development pressures along coastal NSW and in Sydney, the chances of many of these people tripping from secondary to primary homelessness remains strong.

These issues will be taken up in the course of this submission. It should be noted that NCOSS supports the recommendations contained in the submission produced by the Park and Village Service (PAVS), and have reproduced these where appropriate in this submission.

## **Issue 1 Are the aims and objectives of the Residential Parks Act appropriate?**

The current long title of the Act accurately describes its purpose.

*"An Act to set out the rights and obligations of residents and owners of residential parks, including rights and obligations that arise under residential tenancy agreements; and for other purposes"<sup>4</sup>*

The discussion paper indicates that the park industry has requested additions to the Act by way of including specific objectives along the lines of the Queensland legislation. The Queensland Act includes the additional objectives of:

*(a) encouraging the continued growth and viability of the residential park industry in the State;*

*(b) providing a clear regulatory framework to ensure certainty for the residential park industry in planning for future expansion.<sup>5</sup>*

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<sup>1</sup> Family Action Centre University of Newcastle (2000) *A Support Plan for Caravan Park Residents at Risk of Homelessness*. Commonwealth of Australia P6

<sup>2</sup> Australian Bureau of Statistics ( 2002) *Selected Social and Housing Characteristics for Statistical Local Areas New South Wales 2001*. p91

<sup>3</sup> Chamberlain and Mackenzie ( 2003) *Counting the Homeless*. Australian Bureau of Statistics. P50

<sup>4</sup> *Residential Parks Act (1998)* – Long Title. NSWCA

NCOSS does not consider this an appropriate example to follow as it relates to questions of economic and industry development rather than to issues of balancing the rights and obligations of park owners and residents. We do not consider it a primary role of the Office of Fair Trading (OFT) or the Consumer Trading and Tenancy Tribunal (CTTT) to enforce legislation which has as its purpose economic planning rather than fair business practices.

The purpose of the Act is to clarify rights and responsibilities within a consumer protection framework and to provide for dispute resolution. NCOSS considers these objects, as generally expressed in the long title as being appropriate.

NCOSS supports the view put forward by Shelter NSW that consumer protection legislation can usefully be regarded as “a subset of human rights and social justice objectives; within this context it should be clear that secure and affordable housing is not just a commodity exchanged in the marketplace, but that home and hearth are a fundamental human necessity and human right”.<sup>6</sup>

### **Recommendations:**

1. No amendment to the aims and objectives is required.
2. If the legislation is amended to include a provision to set out the aims and objectives, the aims identified by the discussion paper are appropriate and require no addition, that is, clarifying rights and responsibilities, providing a balance of rights, providing consumer protection and providing for dispute resolution.
3. No amendment should be made which seeks to use the Act as a de-facto industry development tool.

### **Issue 2: What new provisions, if any, does the Act need to contain to meet the aims and objectives.**

The recommendations listed below detail the reforms needed to ensure the Act is best able to meet those objectives.

### **Issue 3: Are the present disclosure of information obligations appropriate?**

Under Section 73 of the Act, residents are entitled to information in a written form in a question and answer format. However the PAVS ( get proper name from Harvey) reports that many residents are unable to fully understand the information provided by park owners when moving in, and further still are unlikely

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<sup>5</sup> *Manufactured Homes (Residential Parks) Act 2003* - sect 4 (2), QCA

<sup>6</sup> Shelter NSW ( 2004) *Submission to the Office of Fair Trading to Review of Residential Parks Act ( 1998) draft*. P 5

to be able to identify gaps in the information until a problem arises. ill equipped to fully comprehend and identify gaps in the information provided to them. They report “there is little understanding of the termination process generally, and specifically in the event of park closure or change of use termination. There is little understanding of compensation provisions, particularly limitations, entitlements and the nature of compensation available. “

NCOSS is very concerned that residents remain ill informed of the processes around park change of use or closure as this necessarily will create stress, worry and confusion at a time when residents are least able to cope, that is when facing eviction.

The discussion paper also highlights this issue, particularly as regards the finding that for some residents at least the most vital information, that concerning security of tenure (or the lack of it) is not made available to at the start of the tenancy.

Clearly improvements need to be made, both in terms of how information is provided and penalties for non provision. NCOSS supports the recommendations of the PAVS as detailed below:

#### **Recommendations:**

4. That it be a requirement under the Act that all prospective residents are given the following documents as one package:
  - a) A copy of the residential tenancy agreement unsigned including additional terms and park rules, and any other document forming part of the agreement.
  - b) The Question and Answer sheets,
  - c) The Residential Park Living booklet.
5. Prospective residents should be advised that there is no requirement to enter into an agreement.
6. The question and answer form should prominently display a statement that ‘All information provided below must not be inconsistent with the provisions of the Residential Parks Act or any other act. A statement is void to the extent to which it is inconsistent with the Act or any other act.’
7. Amend Sections 73 and 74 to require park owners to provide not only correct, but also, comprehensive information.
8. Insert after section 73(c)(iii): Is the park exempt from any requirement under the Local Government Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 1995?

9. Amend section 73(2)(d) to read as follows: (d) If the park is sold what protection does a resident have against a loss of rights and in what circumstances can my agreement be terminated?
10. Amend section 73(2)(f) to read as follows: (f) Are there any restrictions on the resident regarding the sale of the resident's moveable dwelling and are there any restrictions about how the home is sold?
11. Section 73(k) should require a fully dimensional diagram that accurately marks the boundaries of the site.
12. Section 73 should be amended to require park owners to provide the additional following information to residents based on the question and answer format :
  - I. Is the park owner aware of any current or any future plans to redevelop the park?
  - II. What insurance cover does the park have in order to protect residents' safety on residential sites and in common areas of the park?
  - III. Is the park on Crown land or within a Crown reserve, if so, how will this affect my residential tenancies agreement?
  - IV. If the park ceases to be my principal place of residence, how will this affect my residential tenancies agreement?
  - V. What provisions does the park have in place for coping with the influx of tourists during holiday periods?
  - VI. Are there any exemptions to Commonwealth or State discrimination legislation?

**Issue 4: Are the termination provisions of the Act for “change of use” of a park effective?**

NCOSS is concerned that the change of use provisions are not operating effectively. The discussion paper admits that at the time of the introduction of the ACT the property climate was significantly different and that the issue of redevelopment and change of use was not at the forefront of the law makers minds.

NCOSS notes the significant increase in land values along the coastal regions of NSW and in metropolitan regions. We are extremely concerned by downward trend in housing affordability in areas traditionally regarded as lower cost.

The home purchase market in many parts of coastal NSW is now experiencing shifts in house prices more usually associated with the over inflated Sydney market. For example, as at December 2003, the Richmond Tweed area saw a 29.2% annual increase in median house sale prices, with Lismore showing a massive 61.9% price increase in 12 months.

When we look at the areas most disadvantage in NSW using the model developed by Emeritus Professor Tony Vinson<sup>7</sup> a disturbing pattern of housing affordability is found. Median rents are increasing and at an increasing rate.

In 2003, 11 out of 26 NSW rural statistical subdivisions saw annual increases of more than ten percent in three bedroom property rents. Similarly for one bedroom accommodation, the March 2004 Rent and Sales report indicates annual rent increases in all rural statistical subdivisions except Illawarra. In some cases these were as high as 18% compared to 2% CPI rate.<sup>8</sup>

As disadvantaged people move to escape high rents in Sydney and major towns they are finding not only high concentrations of poverty but also strong upward pressure on rents. At the same time we are seeing development pressure on caravan parks which both creates demand for alternative caravan sites or alternative housing, and increases land values. This in turn contributes to decreasing housing affordability across all tenure forms.

In such a climate it is important that consumer protection legislation adequately safeguards the rights of residents. In this way the legislation can work towards a valuable social policy outcome of ensuring a reasonable balance between the desires of park owners to realize a capital gain whilst mitigating the social impacts of increased housing needs caused by redevelopment.

The paradox of caravan residents being both owners and tenants is most sharply felt upon sale or redevelopment of the residential park. When a park owner sells the property the capital value is enhanced by the contribution of the caravan owners on the site. At this point under the current legislation the bargaining relationship between the two is inherently unequal as the accrued values are unequally shared.<sup>9</sup>

<sup>7</sup> Vinson T (2004) *Community adversity and resilience: the distribution of social disadvantage in Victoria and NSW and the mediating role of social cohesion*. Jesuit Social Services

<sup>8</sup> Department of Housing (2004) *Rent and Sales Report March 2004*

<sup>9</sup> N6 at 3

In circumstances where the residents needs to sell (ie due to ill-health or need to move into residential aged care) unscrupulous park operators may withhold tenancy agreements from potential purchasers. This opens up the sale of the property to the park owner at a reduced price.

Further, unless the resident is permitted to sell their home on-site the value would have depreciated. Park owners have a clear advantage under the legislation as they can interfere with or disallow an on site sale if such a provision is contained in the residential tenancy agreement (section 82 [3]).

The inherent inequality in bargaining power is exacerbated when residents are forced to sell and move to a new site, assuming one can be easily found, where they will face significant relocation costs.<sup>10</sup> When we consider that many low to lower middle income earners invest their life savings or superannuation into their manufactured home the harshness of this inequality becomes apparent.

PAVS reports the current experiences of residents in regards to this section of the Act:

- Some unscrupulous park owners issue a change of use termination notices even where there is no genuine intention to change the use. Mindful that residents will rush to vacate because of the scarcity of available sites and relocation contractors.
- Currently residents cannot challenge the notice until the owner applies to the CTTT for possession orders. Those who are able to move often cannot risk waiting this long.
- Limiting compensation until after relocation may work against speedy relocation. Many residents do not have the financial means to effect the move.

The current notice requirement for 180 days' notice of termination on the basis of change of use of a park appears reasonable. However, as the concerns raised by PAVS above indicate the operation of the ACT can lead residents to make choices that are not effective choices at all. Residents may be forced to move quickly to avoid the fear of not being able to find a new site and suffer considerable economic loss.

NCOSS supports the following recommendations made by PAVS:

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<sup>10</sup> Shelter NSW reports up to \$20,000 in removal costs.

## Recommendations

13. Amend the Act to state that it is a term of every residential tenancy agreement that the agreement will not be terminated except in the manner prescribed by the Act.
14. Amend Section 112 by adding a new subsection (2) which reads:  
  
“Any notice of termination issued under section 102 of this Act must be accompanied  
  
by a Development Approval for the proposed change of use, or  
  
if a Development Approval is not required for the proposed change of use, by any other documents, relevant consents or formal approvals which are required by law to effect the change of use.
15. Amend section 114 (3) to include a new subsection which provides that, in the case of a notice of termination issued under section 102, the Tribunal may decline to terminate an agreement if it is satisfied that the intention to change the use was not, or is no longer bona fide.
16. Amend the Act to enable the resident to apply to the Tribunal to challenge the validity of the notice of terminations within 60 days of receiving it.
17. Amend the Act to require owners to pay their compensation obligations to residents up front
18. Amend the Act to enable a resident to apply for compensation under section 128 for change of use as and when the need to access compensation arises. The resident should not be required to list all claims for compensation in any one application.

### **Issue 5: Are the compensation provisions applying to residents who vacate due to “change of use” adequate?**

We note with concern the findings of Shelter that “the redress of compensation provided by Section 128 of the Act can be rendered ineffective because in practice residents are unable to access the Tribunal to enforce their rights, and because it does not provide either timely compensation or compensation for losses to the real value of their homes.”<sup>11</sup>

We also note the submission by PAVS that problems with compensation arise as to timing, lack of discretion afforded to the Tribunal, the loss of right to compensation is the resident moves earlier to avoid being left with out any relocation options, and the interpretive issues surrounding damage versus

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<sup>11</sup> N6 at 4

destruction of property. Further, the current legislation does not include compensation for the loss of value caused by the separation of the dwelling from the particular site on which it sits.<sup>12</sup>

Clearly, when redevelopment and associated relocation and compensation issues have come to the fore of potential conflicts between park operators and residents, legislative reform is of the highest priority. This will not only clarify rights but also respond to the changing market and the social justice issues that have arisen in the last five years.

NCOSS supports the following recommendations detailed in the PAVS submission:

**Recommendations:**

19. Amend the Act to ensure that residents are able to secure funds for relocation by application to the Tribunal any time after receiving the notice of termination and prior to the date for vacant possession given in the notice and subsequent termination hearings.
20. Amend the Act to create an additional term that; where a landlord issues a notice of termination which may give rise to a claim for compensation under section 128. In any dispute, the parties should have recourse to the Tribunal.
21. Amend Section 128 (3) and (4) to provide for the full discretion of the Tribunal to consider other matters as maybe appropriate in the circumstances of the case.
22. Amend the Act to ensure that residents who move out prior to the date given for vacant possession in a notice of termination are not disadvantaged by doing so and are entitled to compensation under section 128.
23. Amend Section 128 to clarify entitlements to compensation where a dwelling is destroyed or otherwise disposed of.
24. Amend Section 128 to ensure compensation for the true value of the dwelling, based on considerations such as the value of the physical structure, the increased value of the chattel by reason of its location, the current market values and any special value to the resident, but not on any alteration to the value caused by the requirement to relocate or any other interference by the owner.

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<sup>12</sup> PAVS Submission to Office of Fair Trading Review of Residential Parks Act (1998) Summary, P 5

**Issue 6: Are the rent and rent increase provisions of the Act working effectively?**

As a matter of principle NCOSS considers that the onus of proof regarding a rent increase should rest with landlord as the plaintiff in a civil matter. This is based on the recognition that tenants are in an inferior bargaining position. Further that on the balance of expertise, many residents do not access to evidence or resources to run matters successfully.

NCOSS supports the spirit of the PAVS recommendation regarding rent matters:

**Recommendations:**

25. Amend the Act to reverse the evidentiary burden and place it upon the landlord/park owner.

**Issue 7: Do the current provisions dealing with sale of dwellings while located within a park operate effectively? Are there additional issues that need to be addressed?**

Interference is reported as a serious problem. Please see our comments under section 4. We agree that where interference with a sale has taken place that the CTTT be empowered to make orders of reasonable compensation

We agree with PAVS that “Preventing unscrupulous owners from interfering with sales will encourage investment in the industry and contribute to its long-term viability. It is in the interests of principled owners that rogue owners be prevented from tarnishing the industry’s reputation. It is in the interests of all residents that they are able to dispose of their dwellings free from interference by the owner.”<sup>13</sup>

We note the recommendations of PAVS regarding the repealing of Section 83 of the Act, which allows for park operators to act as selling agents on site. However we do not consider the outlawing of park operators acting as agents to be necessary. However, strong sanctions need to be instituted to prevent duress or compulsion in regards to on site sales being handed to Park Operators. There is a legitimate concern that residents may be forced to hand the sale to the park operator ( who will enjoy a commission) in order to avoid harassment or intimidation. The Act should be amended to prohibit additional terms which require the resident to appoint the owner as sole agent if the dwelling is sold.

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<sup>13</sup> NI2 at 6

### **Recommendations:**

26. Amend Section 85 to provide for the CTTT to make orders for compensation where there has been interference with the sale of a dwelling. The amount of compensation should not be limited by any provision of any act (such as s85(3) of the Residential Tenancies Act 1987) that limits the amount of compensation for which the Tribunal can make an order.
27. Add a new subsection to Section 82 of the Act to prohibit additional terms which require the resident to appoint the owner as agent if the dwelling is sold.

### **Issue 8: Would the availability of long fixed term tenancy agreements for residential park occupation be of benefit to residents and park owners?**

The availability and proper registration of long-term leases would provide some certainty for the parties however, it cannot in itself tackle the structural issues surrounding increasing land values and redevelopment.

PAVS reports that leases of more than three years are often not registered due a number of reasons. This in turn means that they cannot be held as an overriding interest upon the new owner of the park and in effect become useless. It would not be unreasonable to amend the ACT to provide for the compulsory registration of three year leases to close this current loophole.

### **Recommendation:**

28. That the Act be amended to state that:
  - I. It is a term of every agreement of a term of three years or greater be executed in registrable form and duly registered, and
  - II. Associated costs of registration ( including but not limited to obtaining and lodging plans or relevant consents) be borne by the Park Owner, and
  - III. Residents costs towards registration be limited to the payment of the registration fee.

### **Issue 9: Are the provisions of the Act relating to the supply of electricity, water and gas services by park owners to residents operating effectively? Are the interests of both parties properly provided for? Are there any**

**matters connected with these essential services that need to be further addressed?**

NCOSS is very concerned by reports from PAVS that disconnection of utilities are sometimes used by park operators as tools of harassment. We consider tenant harassment to be a serious matter worthy of heavy sanction and at the very least considerable financial penalty.

Further we note the comments of the Electricity and Water Ombudsman NSW in submissions to the Office of Fair Trading that the "majority of calls received by EWON from residential park residents complain of supply quality, supply availability, billing and pricing issues".<sup>14</sup>

NCOSS is of the understanding that the draft *Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks* are yet to be finalised or incorporated into legislation or statutory instrument. Clearly it is in the interests of both residents and good quality park operators to have these standards incorporated into law. Not only for reasons of fairness, but also to help weed out cowboy operators who are giving the industry a bad name.

**Recommendation**

29. That the draft Customer Service Standards for the Supply of Electricity to Permanent Residents of Residential Parks be incorporated into law by way of a schedule to the Act or by regulation.

**Issue 10: Is there a continuing need for mandatory park liaison committees in residential parks? Is there a better way to provide for communication and consultation between residents and management?**

NCOSS has no specific recommendations on this issue. However as a matter of best practice in regards to tenant participation and community amenity we consider that resident committees should be encouraged and supported as a forum for residents to consult together. Residents groups should not be prevented from meeting together on park grounds and should be given access to communal facilities for conducting meetings. Principles of open access and non discrimination should apply.

**Issue 11: Are there any matters associated with tenancy agreements that the act could deal with more effectively?**

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<sup>14</sup> EWON Submission: Draft Customer Service Standards: October 2002.

[http://www.ewon.com.au/whats happening/submissions/Residential\\_parks\\_oct\\_02.pdf](http://www.ewon.com.au/whats happening/submissions/Residential_parks_oct_02.pdf) (last accessed 13.8.04)

*Lack of written agreement being an offence, issues around additional terms, powers of the Tribunal to declare a term void if unjust, standard agreements*

There is legitimate concern amongst residents that the introduction of an amendment to make it an offence not to issue a written agreement could have unintended consequences.

For those residents without agreements, who have been living in their homes for some time it may create an opportunity for the park owner to force additional terms upon the resident. For any tenant (including caravan residents) additional terms are not negotiable due to the uneven bargaining power between the parties. This is amplified in the residential parks setting because residents are faced with either agreeing to additional terms to facing the significant cost of relocation.

We note the submission from PAV that states “Based on our observations of the events following introduction of a similar provision in the Holiday Parks (Long-Term Casual Occupation) Act 2002, there is a very real danger that if this proposal is introduced, current residents will be coerced into signing agreements that contain additional terms not currently part of their existing agreements. Further, the proposal could lead to residents being misled into signing agreements that reduce their rights or even purport to remove the jurisdiction of the Act”.<sup>15</sup>

As a matter of principle NCOSS considers that the relevant court or tribunal in any civil matter should have the power to strike down the term of an agreement if it is unjust. It is in the public interest that powers of the CTTT in matters regarding residential park agreements be expanded to be consistent with the *Contracts Review Act* (1980). This will not only create more just outcomes for individual applicants but also has the important public policy outcome of discouraging the inclusion of unfair terms in future agreements.

NCOSS notes the comments of the discussion paper regarding the use of industry produced agreements and considers that such documents will be inherently biased in favour of the park operator in regards to additional clauses. It would be of value to both parties to have a standard agreement that most closely aligns with the balance of interests struck in the legislation. This would most sensibly be produced by the Office of Fair Trading.

## **Recommendations**

NCOSS supports the recommendations of PAVS that:

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<sup>15</sup> N.. pavs p 13

30. That the Act be amended to provide the Tribunal with powers similar to those under the Contracts Review Act 1980, to void or alter additional terms that are unjust.
31. That the Office of Fair Trading produced a new printed and readily available Standard Agreement, which could be an alternative to the park industry's standard agreement.
32. With the further recommendation that:
33. The OFT standard agreement be promoted to park operators as a reasonable alternative and to residents as the agreement to request.

**Issue 12: Are the Act's provisions covering park rules and the resolution of disputes appropriate?**

It is essential that where a resident wishes to challenge any park rule, an individual resident must be able to effectively challenge the rule without substantive barrier. The current requirement of park rules disputes being dealt with by the Park Disputes Committee can act as a barrier where a resident, for whatever reason is unable to find another four people to join in to form the application. This could be significant issue for people from culturally and linguistically diverse communities or people with disability who may not be fully engaged with other residents due to discrimination within the community or for people who simply wish to keep their choice to pursue their rights private.

We concur with Shelter NSW submission that "Ready access to dispute resolution is another issue that needs to be cleared up in the revised legislation. Often for the best of reasons – and certainly, in some cases, on the recommendation of some resident groups – access to speedy dispute resolution under the present legislation has been denied by clumsy and obfuscating processes, e.g., in disputes over park rules (e.g., further, the requirement that a number of residents should make a joint application in such cases), and in referral of some issues to intermediary bodies like disputes committees – in general, these processes have not been effective in practice. It would be better, fairer and more timely if any and all such disputes could simply be referred as they arise to the Tribunal for resolution."<sup>16</sup>

**Recommendations**

NCOSS supports the PAVS recommendations that:

34. If the disputes committee system is retained, an individual must be able to apply directly to the committee. The five-resident requirement must be

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<sup>16</sup> N6 at 4

abolished.

35. That subsections 90(1)&(2) of the Act be amended to enable individual residents to apply to the Tribunal to challenge park rules.

**Issue 13: How effective is the Tribunal in resolving disputes which arise in residential parks?**

The Discussion Paper invites comment in relation to three issues. NCOSS makes comment only of the first of these – class actions.

We note that the CTTT has devised methods for hearing matters simultaneously but that some people have argued that the introduction of class or representative actions would be of benefit.

Whilst there is much that is attractive in the notion of representative actions, there is the inherent danger, as found in the US system that failure to join a class action may deny the individual of an appropriate remedy. This could lead to inequities where some residents who were too fearful to participate in the action do not share the benefits of the tribunals decision.

**Issue 14: Is the concept of the Park Disputes Committee still valid? If so, should the committee have a wider dispute resolution role?**

Please see our comments under issue 12.

**Issue 15: Is there any role for the Act in improving the level of competency of residential park managers?**

Park managers have to deal with difficult and complex situations. They have to deal with a diverse community. The significant numbers of homeless people, lower income families and clients of statutory agencies placed in caravan parks creates the requirement that park managers operate in a professional manner, adhere to access and equity principles and ensure residents are safe and well connected to support services. Because there are no minimum standards for park managers, they may be ill equipped to deal with these issues.

Potentially a licensing or accreditation system by way of regulation could be of benefit to both the industry and consumers. Of particular concern is the issue of working with children checks. NCOSS considers that negotiation with the industry body, residents representative bodies such as PAVS and government human services agencies would be a necessary step in the development of any licensing or accreditation scheme.

**Issue 16: Does the Act need to continue dealing with living arrangements in different types of park dwellings in separate ways?**

The current system is confusing and affords differing rights to residents on a basis of a historical anachronism. It creates a perverse incentive for park operators to house the most vulnerable people in the worst conditions

This legislative review provides an ideal opportunity to clarify the law so that all residents have equal rights.

**Recommendations**

NCOSS supports the PAVS recommendations that:

36. The Act and Regulations be amended so that references in the Residential Park Regulations (1999) sec 5 to different treatment of different forms of accommodation be removed.
37. That the definition of a Residential Site Agreement be amended to include all dwellings that are owned by the resident.
38. That no amendments be made that reduce the rights of any park resident.

**Issue 17: Has the Act any role to play in providing resident access to emergency services such as ambulance, fire and police services?**

NCOSS has no detailed comments on this issue other than it should be a term of every agreement that the park owner ensures that emergency service vehicles have ready access to all locations on the park. Penalties should apply for failure to allow for proper access or failure to provide clear mapping and signage. It is in everybody's interest that emergency services have fast and effective access to park sites.