

FREQUENTLY ASKED QUESTIONS

UTILITY SUPPLY

QUESTION	ANSWER	REFERENCE/COMMENT
Is a park permitted to charge a supply charge for utilities?	No. Under the Act, only charges which are specified in the Regulations can be levied. The current Regulations (since 31 January 2022) do not specify the charge.	See the "Standard-Form Agreement". Section 11 clearly limits the types of fees that can be charged. Schedule 8 of the Residential Parks (long-Stay) Tenancy Regulations list the types of charges that can be levied. Points (b), (c) and (d) indicate electricity, water and gas charges can ONLY charge for actual consumption from a metered supply.
My park says it can charge for electricity under the Electricity Supply Exemptions. Is this true?	No. The exemptions permit suppliers who are not licenced to sell electricity to do so. The exemptions do not over rule the RPLST Act.	Electricity Industry (Caravan Park Operators) Exemption Order 2005
Can my park charge for water?	The park can ONLY charge if the supply is separately metered to each dwelling.	See first question
My park operator says that they have included the discontinued supply charge in our rent. Can they do this?	Yes. However, any rent increase must be in line with the rent increase specified in your lease agreement. They can't just add on more.	RPLST Act 2006 Div 3 Section 30
My park operator has added the discontinued supply charge to our rent and said it is a special cost. Can they do this?	Yes. However, they must write to EACH resident and gain written approval. If ANY resident objects or refuses, the PARK must take a case to the State Administrative Tribunal.	RPLST Act 2006 Div 3 Section 31

RENT

QUESTION	ANSWER	REFERENCE/COMMENT
What are the rules around rent increases?	Put simply, rent can only be varied if the lease agreement specifies it. The agreement can only specify ONE increase per year. It can be ONE method chosen from: • CPI • Fixed Amount • Fixed Percentage. Combinations are not allowed but different method are allowed in different years (<i>eg CPI odd years, 5% even years</i>) Note that agreements signed prior to 2022 can also specify a market-rate method of increase.	Park Living Booklet pg 14 RPLST Regulations Section 8 RPLST Regulations Schedule 1 (Standard-form site-only agreement) Section 10
My Lease Agreement does not contain a clause specifying how the rent may be increased? What happens?	The Agreement is not valid. Under the Act, the rent can ONLY be increased if the Agreement specifies the method. Legal opinion is that no rent increase can occur without such a specified agreement.	RPLST Act 2006 Div 3 Section 30 (1)

GENERAL

QUESTION	ANSWER	REFERENCE/COMMENT
Is it a requirement that the park has someone on site 24/7?	Yes and No. It is a requirement of the Caravan Parks and Camping Grounds Act that there is a responsible person on site or near enough to be accessible at all times	Caravan Parks and Camping Grounds Act 1995 Div 2 Section 13 (1)
Can a park operator just change the park rules?	Yes, but there is a strict procedure to follow. First, the rules must be clearly accessible and displayed. To change the	Park Living Booklet page 23 (see flow chart)

	rules, the PO must give notice to all residents and seek feedback, using the PLC if necessary.	
Do we have to have a PLC?	No, residents of a park with more than 20 long-stay sites are entitled to, but not forced to have a PLC. It is the Park Operator's responsibility to conduct a poll if see if a majority wishes to form a PLC. This must be done at lease every 5 years but not more than once per year. The rules of operation are complex and involved.	RPLST Act 2006 Div 2 Sec 59-61A RPLST Regulations 2007 Sec 14C, 14D, 14E, 15 Park Living Booklet pg23
Do I have to sell my house through the park operator?	No. For a site-only agreement, the park cannot insist that they are the selling agent, nor demand a fee unless a selling agreement is in place. The park cannot unreasonably refuse a lease to a prospective buyer.	Park Living Booklet pg25-26 RPSLT Regulations 2007 Sec 14C RPLST Act 2006 Sec 57 (note: the requirements are complex. Advice on individual agreements may be needed from a legal group such as Circle Green)

REFERENCES AND SOURCES:

Information Booklet Park Living – printed copies from caravan parks. Download copies from:

<https://www.consumerprotection.wa.gov.au/publications/park-living-information-booklet>

Residential Parks)long-stay) Tenancy Act 2006

Residential Parks)long-stay) Tenancy Regulations 2007

Download from:

<https://www.consumerprotection.wa.gov.au/residential-parks-publications>

PHOAWA Web Site – Resources

<https://www.parkhomeownerswa.com.au/resources>