



## Rent increases in residential parks

April 2025

Residential Park bulletin - Rent increases in residential parks (April 2025)

Consumer Protection WA

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A park operator can increase the rent for a long-stay tenant as long as they follow the rules set out in the [Residential Parks \(Long-stay Tenants\) Act 2006](#) (Parks Act). Those rules are outlined in this bulletin.

### Type of agreement

Long-stay agreements often provide for rent to be increased or varied during the term of the agreement. However different rules apply depending on the type of long-stay agreement and when it was entered into. The Parks Act regulates both on-site home agreements (where a tenant rents both the home and the site) and site-only agreements (where a tenant owns the home and rents the site).

Different requirements apply depending on if an agreement was entered into before, or after, 31 January 2022. Long-stay agreements may also be either fixed-term or periodic.

### Rent variations

If a rent review clause is included in an agreement, it will detail the method of rent review. Some examples of common rent variation methods include:

- 1) a change in the Consumer Price Index (CPI) – this means that the rent will change in line with any changes to the CPI, for example, if the CPI increases by 1.5%, the rent will increase by 1.5%;
- 2) a percentage increase – for example, 3% per annum; or
- 3) an increase by a specific amount – such as \$10 per annum.

### Notification

In all cases, a park operator must give at least 60 days' written notice of a proposed rent increase, setting out details of the proposed rent and when it will begin. There must be a minimum period between rent increases or variations of;

- a) 12 months for site-only agreements; and
- b) 6 months for on-site home agreements.

A shorter period can apply for the first rent variation if the park operator reviews rent in accordance with a set schedule and has given the tenant notice of the schedule before the agreement was entered into. For example, a park operator may review rent for the whole park on 1 July every year.

### Long-stay agreements entered into before 31 January 2022

**On-site home agreement:**

fixed term - the rent can only be increased during the term if the agreement includes a clause allowing for rent variation; and

periodic - does not need to include a rent variation clause, the park operator can simply give notice of a rent increase (unless the agreement limits this right).

**Site-only agreements:**

fixed term and periodic - rent can only be increased if the agreement includes a clause allowing for rent variation;

a rent variation clause must set out a single basis for calculating the rent on the review date - for example:

- a) a set amount,
- b) a percentage increase or
- c) a change based on any change to the CPI - different methods can be used for different review dates;
- d) a rent variation clause must not prevent rent from decreasing if the method of calculating rent results in lower rent (for example, if the CPI decreases).

Calculation of rent variation based on current market rent is permitted for long-stay agreements entered into before 31 January 2022. When doing a market review of the rent, the park operator must take into account a report from a licensed land valuer.

**Long-stay agreements entered into on or after 31 January 2022**

For all types of agreements entered into on or after 31 January 2022, rent can only be increased if the long-stay agreement includes a clause allowing for rent variation. A rent variation clause must:

- i) set out a single basis for calculating the rent on the review date – for example, a set amount, a percentage increase, or a change based on any change to the CPI – different methods can be used for different dates;
- ii) not prevent rent from decreasing if the method of calculating rent results in lower rent (for example, if the CPI decreases); and
- iii) not provide for calculation of rent based on current market rent.

**Disclosure about rent variation**

For agreements entered into on or after 31 January 2022, a park operator must provide a prospective tenant with a disclosure statement before an agreement is made.

The disclosure statement must set out examples of how the rent review methods (if any) will apply. These examples will show how rent may change in the future.

Tenants with agreements made on or after 31 January 2022 can check the rent review details in the disclosure statement and ask the park operator for further information if needed.

**Increasing rent due to significant cost increases in parks**

In limited situations a park operator may increase rent under a long-stay agreement to cover:

- a) significant increased operational costs (including a significant increase in rates, taxes or other utilities); or
- B) significant unforeseen repair costs.

This may be the case even where the increase is not detailed in the long-stay agreement, provided certain conditions are met.

In order to increase rent in this way the park operator must give the tenant written notice in the **approved form** stating:

- i) the amount of the increased rent;
- ii) the reason the rent is being increased;
- iii) the day on which the increased rent becomes payable (must be at least 60 days after the day on which notice is given);
- iv) the tenant must give the park operator, within 28 days from receiving the notice, a written notice stating whether or not the tenant agrees to the proposed increase;

- v) if the tenant does not agree to the rent increase, the park operator may apply to the State Administrative Tribunal to increase the rent under section 63A.  
The park operator may only increase the rent payable:
- i) if the long-stay tenant agrees in writing to the proposed increase; OR
- ii) if the State Administrative Tribunal makes an order under section 63A(2)(a) or (c).

#### Other permitted costs

A tenant can only be charged additional costs (other than rent or a bond) during the tenancy if the costs are permitted under the Parks Act and are set out in the long-stay agreement.

The following costs are permitted under the Parks Act;

- a) an option fee - this is an amount of money that indicates the genuine intent of a person to enter into an agreement with the park operator. The option fee must be refunded or applied towards rent once the tenancy begins;
- b) visitor fees, but not for a bona fide carer;
- c) payment for consumption of utilities (water, electricity, gas and telephone), if separately metered;
- d) fees or charges for internet access provided by the residential park;
- e) fees for the following services – gardening, storage, cleaning of gutters on the tenant's relocatable home and servicing of an air conditioner used by the tenant;
- f) fees for additional parking spaces provided to the tenant;
- g) the cost of a replacement key, remote control entry device or other security device, if required; and
- h) fees under voluntary sharing arrangements (refer to the Park Living Information Booklet).

Refer to the [Residential Parks \(Long-stay Tenants\) Regulations 2007](#) for the full list of permitted fees.

#### More Information

##### Consumer Protection website

[Park living information booklet](#) – a guide to the laws regulating long-term living in park homes, lifestyle villages and caravan parks in Western Australia.

Contact Consumer Protection on 1300 30 40 54 (for the cost of a local call statewide).

If you know of someone who lives in a residential park and may benefit from this information, please share this link [subscription to Consumer Protection information](#).

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