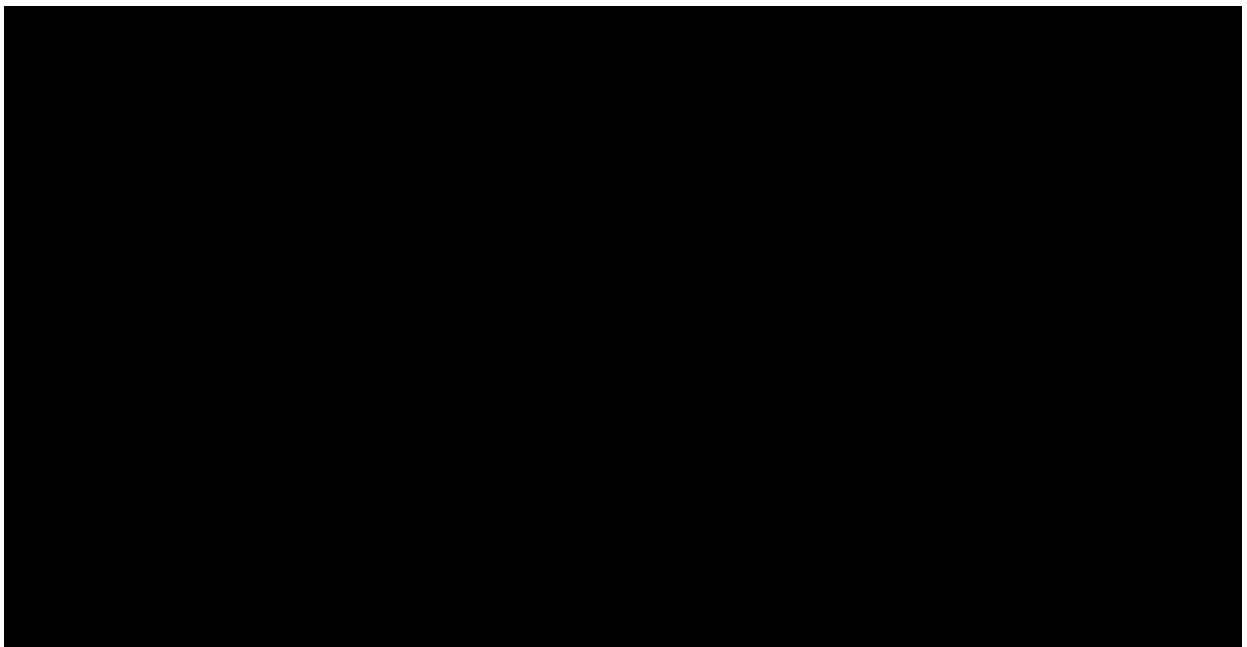




**Submission to the Consultation on the Proposed Residential Tenancy Regulations,
and Additional Consultation on Prescribed Forms and Notices for Caravan Parks**



Submission to the Consultation on the Proposed Residential Tenancy Regulations, and Additional Consultation on Prescribed Forms and Notices for Caravan Parks

The Victorian Caravan Parks Association appreciates the opportunity to comment on the proposed Regulations and Prescribed Forms and Notices.

General comments

The Victorian Caravan Parks Association Inc. (VicParks) is the peak industry body for owners, managers and lessees of caravan parks in Victoria. Its members are predominantly regionally based, and the industry forms an important component in the supply of both regional tourist and regional residential accommodation.

We again make the broad comment that some of the tighter prescriptions imposed by the new Regulations will serve to reinforce the strong view in the industry that changes to the RTA that occurred as a result of the 2018-19 Review of the Act have made the business of offering accommodation to renters more problematic and burdensome.

Caravan park owners and/or managers report that the increasing complexity of these procedures and associated documentation is overwhelming in many cases, for small business owners who provide affordable accommodation to their residential customers. This has led to a decreased willingness to become involved in offering residential tenancies in caravan parks.

The requirements and responsibilities for rental providers of caravan park accommodation continue to grow – there are now prescribed requirements for screening potential residents for their suitability for admission to the park community, meeting their various needs as park customers, managing their tenancy issues effectively, collecting rent and payment for utilities, managing rental arrears, and issuing notices to vacate if/when their tenancy becomes problematic, to pinpoint just a few.

Members of this Association have noted the increasing complexity of these procedures to support the rights and needs of renters. We do not see a similar level of concern in the RIS or more generally, for the increasing impost on the time and level of responsibility required of caravan park owners/managers. The regulatory response to the concerns of renters in recent years appears to be seriously out of balance with the needs of small business owners to provide low-cost accommodation to renters as a sustainable business. As this imbalance between the needs of renters and rental providers continues to escalate, the supply side of the rental equation is at risk to diminish as business owners quit this form of residential availability. This will have the effect of a reduced supply of affordable accommodation, particularly in remote regional areas where few other options exist.

Response to the Proposed Changes to the Regulations

Part 4

S.7 Urgent site Repairs

In general, we accept this definition of Urgent Site Repairs. However, we propose that an additional phrase be added to S.7 (b) to limit the responsibility of the caravan park owner for urgent repairs of failure or breakdown of the supply of gas, electricity, water or sewerage affecting a site or Part 4A site where the damage has been caused through the actions or negligence of the renter.

S.53 Prohibited Terms

We do not accept this Regulation in its entirety. We believe that loss or damage caused by a renter or their visitor must be the responsibility of the renter and that the Regulations should not direct otherwise.

S.56 information Which a Park Owner or Caravan Owner Must Not Require an Applicant to Disclose

We do not accept that the Caravan Park owner may not require an applicant to disclose a previous dispute with a caravan park owner. Many Caravan Park owners experience a significant level of debt from renters who have incurred arrears in either rent or electricity costs, and it seems a fair business precaution to enquire as to any previous disputes arising from their previous rental history

S.57 Information which the Caravan Park owner or Caravan Owner Must Disclose Before Agreement under S. 144 (1) commences

We accept this regulation

S.59 Payment Method

We accept this regulation

S.61 Prescribed Charges

We accept this regulation

S.62 Caravan Owner's Liability for Charges for Supply to Non-Complying Appliances

We accept this regulation

S.63 Practitioners

We accept this regulation

S.64 Compliance with Efficiency Systems

We accept this regulation

S.65 Amount – Urgent Repairs for Caravans

We accept this regulation

S.66 Compliance with Efficiency Systems for Urgent Repairs by Residents of Caravans

We accept this regulation

S.67 Amount – Urgent Site Repairs by Resident

We accept this regulation

S.68 Compliance with Efficiency Systems for Urgent Site Repairs by Resident

We accept this regulation

S.69 Amount – Application to Tribunal for Urgent Caravan Repairs

We accept this regulation

S.70 Amount – Application to Tribunal by Resident for Urgent Site Repairs

We accept this regulation

S.71 Matters - Tribunal Orders

We accept this regulation

Part 4A

S.73 Prohibited Terms

We do not accept this Regulation in its entirety. We believe that loss or damage caused by a renter or their visitor must be the responsibility of the renter and that the Regulations should not direct otherwise.

S.76 information Which Site Owner Must Not Require an Applicant to Disclose

We do not accept that the Caravan Park owner may not require an applicant to disclose a previous dispute with a caravan park owner. Many Caravan Park owners experience a significant level of debt from renters who have incurred arrears in either rent or electricity costs, and it seems a fair business precaution to enquire as to any previous disputes arising from their previous rental history

S.77 Information which the Site Owner Must Disclose

We accept this regulation

S.78 Amount of Rent for which Maximum Bond Does Not Apply

We accept this regulation

S.81 Payment Methods for Rent

We accept this regulation

S.83 Utilities Charges for Site Owners

We accept this regulation

S.84 Practitioners

We accept this regulation

S.85 Urgent Repairs by Site Tenant

We accept this regulation

S.86 Compliance with Efficiency Systems for Urgent Site Repairs to Part 4A Sites by Site Tenants

We accept this regulation

S.87 Amount – Application to Tribunal by Resident for Urgent Site Repairs

We accept this regulation

S.88 Matters - Tribunal Orders

We accept this regulation

Response to the Proposals for Forms Applicable to Caravan Park Tenancies

1. Residential Tenancies Act -Form 12 – Becoming a Resident at this Caravan Park

We accept this Form

2. Residential Tenancies Act - Form 13 – Prescribed Information for Caravan Park Applicants

We accept this Form

3. Residential Tenancies Act - Form 14 – Condition Report for Caravan Park Applicants

We do not accept this Form in its current elongated format.

This form appears to mirror the form to be used for accommodation in homes and non-caravan park environments. It contains rooms, details and features that are not present in caravan and cabin accommodation in caravan parks.

We suggest that a separate and simpler format be developed for the use of caravan park owners and their renters, to reduce the complexity of the standard Condition Report that has been developed for other rental sectors with more complex housing options.

VicParks would be happy to assist in the development of this optional templated Condition Report.

4. Residential Tenancies Act - Form 15 –Caravan Park Notice of Rent Increase

We accept this Form, however we do not support the final section which provides renters with a “tick box” opportunity to query the rental increase and request an investigation.

VicParks argues that providing this option will result in significant increases in administrative workload for caravan park operators as it would seem to be entirely predictable that renters would adopt a “what have I got to lose” approach and always tick the box, no matter how fair or appropriate the rental increase.

The placement of this provision on the Notice of Proposed Rent Increase appears to make the process of objection a part of the process that needs no thought or consideration – it’s so easy just to “give it a try” with nothing lost if the objection has no substance and is over-ruled.

This will cause work for the park owner and for the Department, for no real benefit. The VicParks Agreement specifies an agreed process for calculation of rental increases, based on either CPI or an agreed fixed amount.

VicParks advocates for a removal of the tick-box application for a Rent increase investigation, but to retain directions on the form to guide renters to the process for registering an objection to the increase through a separate process, as currently occurs.

5. Residential Tenancies Act - Form 16 – Notice to Vacate – Residents of Caravan Parks

We accept this Form

6. Residential Tenancies Act - Form 17 – Cooling Off Period Under Section 206I

We accept this Form

7. Residential Tenancies Act - Form 18 – Site Tenant Agreement Applicants Prescribed Statement of Information

We accept this Form

8. Residential Tenancies Act - Form 19 – Condition Report – Part 4A Site Tenant

We accept this Form

9. Residential Tenancies Act - Form 20 – Notice of Proposed Site Rent Increase – Fixed Amount

We suggest that to prevent potential confusion, the name of this Form should be amended to “Notice of Agreed Site Rent Increase – Fixed Amount”. The use of the word “proposed” is potentially confusing.

This form will have limited application industry-wide, as most parks, other than some residential-only parks, use a non-fixed amount such as CPI increases.

10. Residential Tenancies Act - Form 21 – Notice of Proposed Rent Increase – Non-Fixed Amount

We accept this Form, however we do not support the final section which provides renters with a “tick box” opportunity to query the rental increase and request an investigation. VicParks argues that providing this option will result in significant increases in administrative workload for caravan park operators as it would seem to be entirely predictable that renters would adopt a “what have I got to lose” approach and always tick the box, no matter how fair or appropriate the rental increase.

The placement of this provision on the Notice of Proposed Rent Increase appears to make the process of objection a part of the process that needs no thought or consideration – it’s so easy just to “give it a try” with nothing lost if the objection has no substance and is over-ruled.

This will cause work for the park owner and for the Department, for no real benefit. The VicParks Agreement specifies an agreed process for calculation of rental increases, based on either CPI or an agreed fixed amount.

VicParks advocates for a removal of the tick-box application for a Rent increase investigation, but to retain directions on the form to guide renters to the process for registering an objection to the increase through a separate process, as currently occurs.

11. Residential Tenancies Act - Form 22 – Notice to Vacate to Site Tenant

We accept this Form

12. Residential Tenancies Act - Form 23 – Sheriff’s Notice of Retained Personal Documents

We accept this Form

**13. Residential Tenancies Act - Form 24 – Notice to Leave to Resident of Managed Premises
or Resident’s Visitor**

We accept this Form