

THE ECONOMICS & INDUSTRY STANDING COMMITTEE

THE PROVISION, USE & REGULATION OF CARAVAN PARKS
(AND CAMPING GROUNDS) IN WESTERN AUSTRALIA.



THE COMMITTEE.

DR NAHAN,

I would like to begin my submission by tendering a letter, a copy of which I sent to the members listed in Nov-Dec 08. As you will read the essence of the contents elude to the Residential PARK (Long Stay Tenants) Act 2006.

This Act has been used to the advantage of the park operators and the disadvantage of the park tenants. I would like to bring to your attention some of the clauses that are very contentious.

① Clause 14

The park operator must bear the cost of the agreement UNLESS the agreement provides otherwise.

Why should the Act say that the operator bear the cost and then let the operator charge the tenant; Perhaps the word unless should read useless.

② Clause 55 (1)

The long stay tenant is entitled to sell a relocatable home owned by the tenant while it is in place on the agreed premises UNLESS the agreement expressly provides that on site sales are prohibited. Again the word unless completely alters the context of this clause.

③ Clause 59 (1)

IF a park has 20 or more long stay site the Park operator must CONVENE and MAINTAIN a Park

Liaison committee for the park.

③ Clause 59 (2)

It is a defence to a prosecution for an offence under sub sect (1) that the park operator took all reasonable steps to convene and maintain a Park Liaison committee. (How much is reasonable)

④ Clause 42

A park operator may give notice of termination to a long stay tenant to terminate the long stay agreement without grounds.

⑤ Clause 56 (Re sales of homes).

If the park operator has been told of the long stay tenants intentions in accordance with sect (55 3+4) the park operator must not UNREASONABLY restrict potential buyers.

⑥ Clause 30 (5)

This section does Not apply in respect of an agreement if and to the extent that the agreement excludes or limits it.

These are just a few of the clauses that stand out in this obscene Act and it should be made known who approved and suggested its contents.

As an example the similar legislation in Qld was set with the consultation and listed in the legislation

- ① 3 home buyers
- ② 3 Park owners
- ③ Reps from 3 residents assoc.
- ④ A rep from the park owners assoc.
- ⑤ A rep. from the MOBILE HOME MANUF. IND
- ⑥ Reps from two community organisations
- ⑦ A rep from L.G.A.
- ⑧ Reps from the office of the ageing, Qld Housing Dept of Justice & Local Govt Planning.

The Legislation for West Aust. to all accounts was mainly set up by CARAVAN IND AUST, DOCEP, and The Park Homes Assoc, which brings to the fore (DOCEP) DEPT of Consumer & EMP. PROTECTION which seems to be from experience quite useless as far as the execution of this legislation being used for consumer protection.

Clause 96 states that the minister must arrange for a review ~~of the~~ of the operation of this Act. to be carried out as soon as practicable after the end of the period of 5 years beginning on the commencement of the Act.

TO KNOWLEDGE This Act should be reviewed immediately owing to that is available from the so old aged pensioners at Kingsway C/van Park who have had their lives placed in Turmoil.

To summarize my position in the C/van Park I came to W/A in DEC 03 with full intentions to live the rest of my life with my wife in Kingsway C/van Park and to be near my children, however in 2006 DOCEP decided that I should be fully protected with the Residential PARKS (LONG STAY TENANTS) ACT 2006 I find that the trouble then STARTED when DOCEP representatives told us that we would be offered a choice of 2 agreements ① Fixed Term ② Periodic Ten. The fixed term provided for compensation whereas periodic gave no compensation on eviction and no reason given. These agreements were not negotiable, so the fixed agreement is never offered. From this time there has been nothing but agreements with no liaison whatsoever, which brings out the fact that the liaison committee was never formed and is still not in action.

Clause 22 (1)

When a park operator receives a security bond the operator must, within 14 days, deposit ~~and~~ amount equal to the amount of the bond,

- (A) with the bond administrator or a bond agent
- (B) into a separate ADI account held in the names of the park operator and the long stay tenant and entitled tenancy bond account.

My bond money was paid on 22-3-08 but the account does not appear to have been opened until 18-8-08 - I wonder what happened to this money in times stated? how often has this happened to other residents? has DOCEP ever checked?

These are just a few of the issues that have arose after the instigation of this legislation and would take more than a letter to cover, maybe a meeting of concerned people should be arranged in the very near future, which, will not help the people of Kingsway, however it may assist tenants in other parks

I Remain Yours faithfully
Mr B Cresdee

B. CREDEE

16-4-09.

Bernie and Shirley Cresdee

30th October 2008

The ALL MEMBERS LISTED O/LEAF.

Dear Sir,

I would like to bring to your attention the position that myself and approximately ninety other people (mostly Pensioners) have been placed in. We are all residents of Kingsway Caravan Park situated in Madeley.

The company Palm Investments (which seems to be made up of overseas and local Directors) have used recently passed legislation to issue eviction notices to all residents. This legislation provides for no need to neither show cause, nor provide compensation, (Residential Parks (Long Stay Tenants) Act 2006).

This Act, I believe was intended to provide cover for tenants living in Caravan Parks, however after obtaining a copy of the Act from my local Member of Parliament and carefully reading it I find that it does not do very much for the tenant, with approximately twenty clauses that are very detrimental to the tenant, which I find very strange coming from a state parliament department DOCEP (Dept. of Consumer and Employment Protection).

This legislation states in clause 96 that 'the Minister must arrange for a review of the Act after 5 years', however owing to the anomalies in these clauses and the way that the legislation is being used I would suggest that a review should be immediately.

This appears to be a case of big business (GREED) in action as when this legislation was being passed the owners took the liberty of having the park rezoned R25 residential with nobody in the park made aware of this. Subsequently and even in the last few months the park owner has been selling homes to unsuspecting tenants, who were not made aware of the rezoning, this appears to be in opposition to clause 2 (1) (2) terms of long stay agreements.

Homes West sent representatives out to interview residents and issued forms to those eligible to fill in. They stated that at the moment no accommodation was available for this many people.

After many phone calls by residents it is obvious that even if sites were available locally, the cost could not be covered by the Pensions received.

Hoping that you may be able to pass this information on to anyone that you think would be able to assist with this problem and keeping in mind that this problem will come to a head in eleven months time when all these people will be evicted.

Could you please return your thoughts on this matter as soon as possible with a possible solution.

Kind Regards
Bernie Cresdee

Cc C BARNETT
R BUSWELL
C CASTRILLI
J DAY
B GRYLLS
R MC SWEENEY
R HALLIGAN
P MILES
A MITCHELL
W DUNCAN
L SIMPKINS.