

Your Name: **TIMMERS** **MR. LOU / MRS MOLLY**

Date **6th APRIL 2009**



The Principal Research Officer,
Economics & Industry Standing Committee
Legislative Assembly
Parliament House.
Perth. W.A. 6000.

Reference: Residential Parks [Long Stay Tenants] Act. 2006

1. Facts regarding the purchase of your park home and what you were told and by whom. Supporting paperwork, receipts, etc. also include statements by the sellers or real estate agents if applicable
2. The results of this Legislation on you; how do you feel, what affect has the eviction had on you? Where are you going? How much is it costing you? What are your alternatives.
3. What do you expect the Government to achieve from this enquiry ?
4. Did you have any issues with your Bond and what were they?
5. What issues arose for you with the introduction of the Park Agreement after you purchased?
6. How do you feel about the involvement of the City of Wanneroo and what effect do you think the closure of Kingsway will have on Tourism or the use of the Kingsway Recreation Centre/

Your Signature.

Remember, you may discuss your submission with anybody and at any time before you lodge it, ONCE YOU HAVE LODGED YOUR SUBMISSION IT BECOMES TOTALLY CONFIDENTIAL AND YOU ARE NOT ALLOWED BY LAW TO PASS ON A COPY TO ANY OTHER PERSON, COMPANY OR ORGANISATION. THERE IS A SUBSTANTIAL FINE FOR THIS.

If compensation is awarded, your submission will help.

Lou and Molly Timmers

6th April 2009.

Response to Economics and Industry Standing Committee

- Item 1. Management of KCP accepted my wife and I as suitable tenants, apart from Cash receipts, there was no other paperwork, that I can recall. I paid a bond equal to two week's site fees plus a boom-gate pass.
- Item 2. I am in my mid-eighties, my wife is ninety plus and we purchased this Park Home with the intention of living in this quiet and relatively safe community behind security gates, sadly, a necessity for the elderly. I know that the Legislation was intended to protect Park tenants, to provide us with the security of a lease that would give us options, 10 year, 5 year, 1 year or Long-Stay. But between the passing of legislation and preparation of the regulations, something changed which gave all the options of choice to the Park Operator. We were left without choice and I invite you to examine our lease documents to ascertain if they could be considered to be a little petty and maybe on the punitive side. Prior to the eviction notice, homes within the Park were being sold for up to \$160,000 with 'about' \$120,000 as a minimum level. The eviction notice effectively destroyed their value as each home must be dismantled by specialist removal teams and transported somewhere. Site 114 sold for \$20,000, site 108 is being sold for \$30,000, another very good quality home is on the market for \$47,000. After thorough investigation which found a serious shortage of available sites, our only choice is to move to Cherokee CP at Wanneroo. I must use my reserve funds to pay costs of dismantling and transport, estimated at a cost of up to \$6,000. In addition, I must pay a minimum of \$6,000 to enable Cherokee to prepare sites, reconnection of water, power, sewerage is additional. The operators of Kingsway also operate five or six other caravan parks and It is my understanding that they can accommodate a few homes in other venues, but I have no confirmation.
- Item 3. I can only hope that our Government can control any further evictions.
- Item 4. Due to pressure exerted by the Northern Suburbs Community Legal Service our Bond Deposits have now been amended as is lawfully required.
- Item 5. I have no legal expertise but suggest to you that an examination of our Lease Agreement may reveal a rather heavy hand with some long-standing services withdrawn.
- Item 6. The one and only reason why we are being evicted is a decision made by the City of Wanneroo to approve a planning scheme which allowed housing development on a long-standing caravan park that brought large numbers of tourists into the area, I am at a loss to understand their reasoning.

I believe that Compensation is warranted at least to reimburse costs of moving, if not for Homes, then for furniture removal to replacement accommodation.

These remarks are made purely in an attempt to pass on my thoughts and worries as requested in your notice, maybe they are right, maybe they are wrong but these are my impressions of a sad series of events that us old people do not need.

Signed R. Timmers

Signed M. Olly Timmers

