



**George and Shirley Jackson**

The Principal Research Officer,  
Economics and Industry Standing Committee,  
Parliament House,  
Perth. 6000.  
Ref. Residential Parks (Long stay tenants) Act 2006.

Dear Sir,

Thank you for providing me with the opportunity to contribute to this very important subject.

Your ref 1 and 2.

Before we purchased our Park Home in July 1998 we inspected several other caravan parks and chose Kingsway because it's location amongst market gardens which we (rather stupidly) considered should make it unattractive to developers.

As experienced caravan travellers we saw the advantages of Park living behind security gates was one comforting item, at the time Kingsway was well known as the greenest Park in Perth. Before this purchase we were interviewed by managers Robin and Wendy Booth and were accepted as 'suitable tenants'.

We paid two week's site fees in advance, a bond of another two week's fees and \$30 for a security gate pass, we did not receive any other documentation or rules..

As in any group of people there will always be a rumour or two, one of which a suggestion that Kingsway CP was to be sold and I expect that rumour was relayed to the Park Owner's Representative Mr. Jacob Chacko who is a principal shareholder in Singaporean-based International Investmet Ltd.

On 9<sup>th</sup> August 2003 a Park Newsletter was issued under the names of both managers and Sally and Jacob Chacko which informed tenants :

*"The Park is not up for sale and will remain to operate under it's existing structure, our plans are to actively promote and expand the Park, we ask for your support"*

( The original copy of this newsletter was lodged with Paul Miles, MLA, Wanneroo.)

Call us old-fashioned but rightly or wrongly, we accepted this as a guarantee and went ahead to improve the appearance of our Park Home, an outlay of several thousand dollars.

When this rumour surfaced again, at a resident's meeting held in the Park Amenities Room on Sunday 11<sup>th</sup> May 2009, Mr. Chacko assured the thirty or so tenants present that the rumour was false and the Park would not be sold. Mr. Chacko added that, "if the Park is sold it will be as a caravan park"

My wife developed a cancer of the blood that caused a Tumour to occupy one lung, after two complete courses of Chemo-Therapy at Sir Charles Gairdiner Hospital over a four year period failed to control the mass in her right lung, it became more and more painful for her to mount the six steps from ground-level onto our front veranda and we found a suitable unit on flat ground in Innaloo on the recommendation of our doctor

In the Park Agreement that all tenants had to sign by 28<sup>th</sup>. February 2008, Park Owners appointed themselves as Sole Selling Agent for Park Homes.

We advised management that we had to sell our home for medical reasons, (the then) manager named Anne, showed a prospective purchaser through our home and we accepted an offer of \$128,000.

Three days later Anne advised us that Mr. Chacko required a certificate from a licensed engineer before he would approve the sale, which we obtained. I watched as Anne sent a copy of that certificate via fax machine to Mr. Chacko. When I enquired about progress of the sale three days later I was informed that Mr. Chacko refused to accept that certificate as it was addressed to me as Home-Owner, he required a new certificate addressed to him by the engineer. Manager Anne arranged for that but the following morning, she advised me that she could not morally be a part of what was occurring and she departed from the Park.

A few days later, we were issued with an eviction notice which effectively destroyed the value of our home, we had intended using the \$128,000 to move into suitable housing.

We sold our home this week for \$30,000, we had lost \$98,000.

So much for guarantees from Mr. Chacko which have left two rather frail aged pensioners deeply concerned about their future. That this occurs after a lifetime of raising a family, is distressing in the extreme, (one resident died of a heart attack a few weeks ago.)

Your ref 3.

When the Park Home Owners Association arranged for legislation to protect tenants and provide security of tenure, we were appreciative of their efforts but something strange happened when the regulations were written. All the security that was expected to guard us vanished and the regulations were written to hand all power to the Park Operators.

Whether or not the regulators were aware of the reasons for the Act is unknown to us but it does appear to be unusual that the aims of the Act were reversed without our knowledge.

After what has happened to us, I doubt if the Government has the ability to protect retirees from losing their prime assets in the future.

Your ref 4

Mr. Chacko originally deposited our bond payments with Bankwest so that :

1. He was the only signatory and he received all interest payments.
2. After action by the Northern Suburbs Community Legal Services each tenant's signature was required to redeem these funds. (See Chadwick)

Your ref 5

The best I can do here is to refer you to the lease agreement between owner/tenant.

I personally was 'bullied' by Park employee Ron Addenbrook when he told me that if I did not sign the lease agreement I would have to pay the costs of preparation.

I am an old man, DoB 30th December 1925, and do not argue any longer, I can put you in touch with another tenant who was told that he would not be allowed to leave the Park Office until he signed the lease papers, a bit more bullying !

Your ref 6

After a two-year caravan trip around Australia, I wrote to Wanneroo City Council, my letter was addressed His Hon. the Mayor and Councillors, WCC (in 2002), to advise that the most efficient and friendly caravan park that my wife and I had encountered was Lakeside CP in Sydney's northern suburbs, I advised that this CP was owned and operated by Pittwater Council as part of their program to entice tourists into their district. I enclosed their brochure and asked if WCC would consider acquiring Kingsway CP for the same reasons, to provide tourists with a reason to stay in their Council area.

I did not even receive the courtesy of a reply !

A senior officer of the LGA opined that, even if Town Planning submitted sub-division plans for housing development within Council boundaries, the WCC had the right to exempt any area that they considered should be excluded for public use.

I blame WCC for approving the 4.5 hectare Kingsway caravan park for housing development, thus enabling Park ownership to 'cash-in' by selling their land, our eviction notice advised simply that the Park was to be sold.

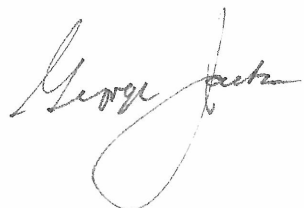
In my opinion, that decision by WCC is the only reason that our homes have become almost valueless and our plans to sell our home to provide funds for a move to nursing care were ruined.

So far as Compensation is concerned, the Act appears to have effectively removed any responsibility by park ownership and I guess that WCC would be exempt.

However I still believe that we should at least be compensated for the costs of moving our belongings to other accommodation. I do not know how my wife and I will manage, our reserve funds were used to improve the condition of our homes and our yard as the guarantee from Mr Chacko on two separate occasions, convinced us that the Park would not be sold.

Confidentially, our bank balance after each pension day is 'about' \$250, surely we do not have to become 'basket' cases to rely on family members to help?

Submitted to the best of my ability for your information.

 5/4/09