

Natural disasters

Residential (Land Lease) Communities Act 2013

As a home owner in a residential land lease community you have rights under the *Residential (Land Lease) Communities Act 2013* and *Residential (Land Lease) Communities Regulation 2015*. This factsheet is about damage to the residential site that is neither the fault of the operator nor home owner and is caused by a storm, fire or flood.

Who is this factsheet for?

This factsheet is for people who own their home in a residential land lease community (residential park, caravan park or manufactured home estate), and live there on a permanent basis.

Immediate action and safety

If the community, the site, or your home is unsafe, leave immediately. Follow the emergency evacuation procedure for the community and obey the directions of emergency services.

Do not return to the community until you are advised by the operator or emergency services that it is safe. If the operator advises that you are able to return, but you are concerned it may not be safe to do so, check with the local council to see whether they have issued any Orders regarding entry to the premises. Do not return if there is an Order in place not to enter.

Uninhabitable site

If your site is wholly uninhabitable you are entitled to a reduction, or complete abatement of your site fees, for the period it is uninhabitable. Negotiate with the operator in writing and if you cannot reach agreement make an application to the NSW Civil and Administrative Tribunal (NCAT).

Alternative accommodation

If you are unable to stay in your home you are responsible for finding and paying for alternative accommodation.

Operator access to the site and home

The operator, or a person acting on behalf of the operator, usually needs your consent to access

your site or home. This applies regardless of whether you are currently residing in your home.

Following a natural disaster, the operator may access your site or home without consent:

- to avert danger to life or valuable property
- to inspect, repair or replace service infrastructure
- to comply with an obligation under the RLLC Act or another Act (notice required)
- in accordance with an order of the Tribunal.

Damage and repairs to your home

If the site is damaged and needs to be repaired the operator is responsible.

You are responsible for repairing any damage to your home. You do not need the operators consent to repair damage. If you want to make any external changes to your home (other than minor repairs or painting), you do need the operators consent. You may also require the prior consent of your local council – check with them before you make any changes to your home or other on-site structures.

If your home is damaged beyond repair, you are responsible for removing it from the site. If there are other homes in the community that need to be removed, talk with the home owners or operator – you may be able to negotiate a better price if you all use the same contractor.

Disaster relief grants

Where your home or household items have been damaged by a natural disaster, for example flood or bushfire events, you may be eligible

for a disaster relief grant. Financial assistance is provided to re-establish a basic standard of living if you meet the eligibility criteria. Factsheets and application forms are available from Recovery NSW - call 13 77 88 and ask about Disaster Relief Grants.

Termination

If you don't want to, or cannot return to the community, you can give the operator a written termination notice without having to specify a reason. You must give at least 30-days notice.

If the operator wants to terminate your site agreement, they can only issue a termination notice for certain specified reasons. If the disaster has caused significant problems that would prevent the community reopening as a land lease community the operator may have grounds to terminate your site agreement. If you receive a termination notice, get advice from your local Tenants Advice and Advocacy Service.

Compensation

The operator is not liable to compensate you for any loss you have suffered as a result of the disaster. However, if the operator issues a termination notice, you may be entitled to compensation. This will depend on the reason for termination.

Selling your home

If you want to sell your home rather than return to live in the community do not terminate, or agree to terminate, your site agreement. The *Residential (Land Lease) Communities Act* provides continued rights and protections regarding the sale of your home as long as your site agreement remains on foot.

When you are ready to sell, notify the operator in writing that you are putting your home on the market. You are entitled to display a "for sale" sign in or on your home and to appoint an agent of your choice.

The operator must not interfere with your right to sell your home on site.

FURTHER HELP

Tenants Advice and Advocacy Services

Sydney

South	9787 4679
South West	4628 1678
Inner West	9559 2899
North	9559 2899

Regional

Blue Mountains	4704 0201
Central Coast	4353 5515
Hunter	4969 7666
Illawarra & South Coast	4274 3475
Mid Coast	6583 9866
Northern Rivers	6621 1022
North Western NSW	1800 836 268
South Western NSW	1300 483 786

Aboriginal

Sydney	9833 3314
Northern NSW	1800 248 913
Southern NSW	1800 672 185
Western NSW	6881 5700

Website

tenants.org.au/thenoticeboard

NSW Fair Trading

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This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. The information applies to people who live in, or are affected by the law as it applies in New South Wales, Australia.

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