

Rights and responsibilities of home owners



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 explains the law in NSW regarding your general rights and responsibilities as a home owner.

Your rights

You have the right:

- to be provided with a copy of the written site agreement free of charge [section 32 *Residential (Land Lease) Communities Act 2013*]
- to reasonable safety and security within the community [section 37(1)(a)]
- to have access to your residential site at all times, and have reasonable access to your community's common areas [section 37(1)(b)]
- to be made aware of the emergency evacuation procedures for the community [section 37(h)]
- to have privacy, peace, quiet and proper use and enjoyment of your site and the community's common areas [section 37(1)]
- to purchase, rent or lease goods or services from any person you choose [section 40]
- to have your spouse, de facto or carer move in with you without the need for the operator's consent. For any other additional occupants you need to seek the operator's consent, but they cannot unreasonably refuse your request [section 44]
- to reasonably accessible and secure mail facilities [section 47]
- to assign your site agreement to someone else or sublet your home [section 45]
- to sell your home on site. If the operator interferes in the sale you may be entitled to compensation [sections 105(1) & 115(2)(f)]
- to apply to the NSW Civil and Administrative Tribunal (NCAT) if the operator breaches the site agreement or Act.

Your responsibilities

It is your responsibility:

- to use the site only as a residence unless the operator consents to its use for another purpose [section 36(a)]
- not to use, or allow other occupants or guests to use, the site or common areas for illegal purposes [section 36(c)]
- not to disturb or interfere with the peace, comfort or privacy of your neighbours [section 36(d)]
- to pay site fees and other applicable charges (such as electricity and water charges) as set out in your site agreement [section 36(e)]

- not to intentionally or recklessly cause damage or destroy common areas. You are also responsible for ensuring guests and other occupants do not cause damage or destroy common areas [section 36(f)]
- to maintain your site in a reasonable state of cleanliness and repair (tidy and free of rubbish) [section 36(g)]
- to report any damage to your site or to common areas to the operator as soon as you can [section 36(h)]
- not to harass the operator, agents and employees [section 36(i)]
- not to act in any way that adversely affects the health and safety of anyone working in the community [section 36(j)]
- to give notice to the operator if the site will be left unoccupied for more than 30 days – before if possible, or as soon as possible after you leave [section 36(k)]
- to comply with the site agreement and community rules [section 36(l)]
- to seek the consent of the operator before making any alteration to the exterior of your home (except painting or minor repairs), or adding a fixture to the site [section 42(1)(a)]
- to seek the consent of the operator before replacing the home on the site [section 42(1)(b)]
- to seek the consent of the operator before planting a tree in the community. You may be liable for expenses if the operator decides to remove a tree that was planted without their consent [section 48(2)]

FURTHER HELP:

Tenants Advice and Advocacy Services

Sydney

South	9787 4679
South West	4628 1678
West	8833 0933
Northern	8198 8650

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 West NSW	1800 836 268
South West NSW	1300 483 786

Aboriginal

Sydney	9833 3314
North NSW	1800 248 913
South NSW	1800 672 185
West NSW	6884 0969

Website	thenoticeboard.org.au
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Law Access	1300 888 529
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Fair Trading	13 32 20
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Find Legal Answers	www.legalanswers.sl.nsw.gov.au
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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. It applies to people who live in, or are affected by the law as it applies in New South Wales, Australia.

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