

Tenants in land lease communities – rights & responsibilities

Tenants who rent a home in a residential land lease community (sometimes called a residential park or caravan park) have rights and obligations under both the *Residential (Land Lease) Communities Act 2013* and the *Residential Tenancies Act 2010*.

The laws apply whether you rent your home from the operator of the community, or another person who owns the home. They also apply regardless of whether you have a written or verbal tenancy agreement.

The *Residential (Land Lease) Communities Act 2013* and *Residential Tenancies Act 2010* **do not apply** if you are renting a home in a residential community for a **holiday**.

For more factsheets on tenants rights, see tenants.org.au/resources/all

Your rights before moving in

From the 31st of October 2024 laws changed so that landlords, agents and third party companies are no longer allowed to charge prospective renters for **background checks** when applying for a rental property.

Your rights when moving in

When you move into a home in a land lease community you have the right to:

- be given a free copy of the **residential tenancy agreement**, which is a legally binding contract
- be given a **condition report** filled out by your landlord or the operator
- be required to pay **no more than 2 weeks rent in advance**
- have any **bond** you pay to your landlord or operator lodged with NSW Fair Trading. The bond cannot be for more than 4 weeks rent
- be given your place, including any outdoor space, in a **safe, clean & reasonable condition**.

See more in our [Factsheet: Starting a tenancy](#).

Your responsibilities when moving in

You must give the landlord a copy of the **condition report** with your comments within 7 days of the start of the tenancy. The condition report is important evidence if there is a dispute about the bond at the end of the agreement.

Your rights during the tenancy

Throughout your tenancy you have the right to:

- be given **receipts** if you pay your rent in person or by cheque
- be given at least one **fee-free** way to pay the rent, and the right to change your payment method (this is new – it started 19/05/2025)
- **quiet enjoyment** of the premises
- reasonable **safety and security**
- have necessary **repairs** carried out in a reasonable time
- be given **proper notice** when the landlord wants to visit
- be given 60 days written notice of a **rent increase**. You can challenge a rent increase if you think it is **excessive** by making an application to the NSW Civil and Administrative Tribunal (NCAT) within 30 days of receiving the rent increase notice
- There are limits around when the landlord/agent can **increase your rent** – for most tenancies the rent is capped at one increase per 12 months, and not in the first 12 months of the tenancy. (This is new – it started on 31/10/2024.)
- You can **request to keep a pet** by submitting the approved [Pet Application Form](#). Landlords can only refuse if there are reasonable

grounds as prescribed in the *Residential Tenancies Act*. Landlords can impose reasonable conditions.

- If the landlord wants to **end your tenancy agreement** they must give a **reason**, with **evidence**. They can no longer issue a 'no-grounds' notice to end your tenancy. The amount of time they must give for different reasons to end the agreement has also changed.

For more, see our factsheets: [Repairs and maintenance](#), [Rent increases](#), [Pets](#), [Privacy and access](#), [Utilities – water, energy, internet](#), and [Eviction – landlord ends tenancy](#).

Your responsibilities during a tenancy

During the tenancy you have an obligation to:

- **pay rent on time**
- **care for** the premises
- report the need for any **repairs** or maintenance
- pay **electricity and gas** bills, as long as the premises are **separately metered**
- pay **water bills**, as long as the premises are **separately metered** and the premises have been fitted with **water efficiency measures** (from 23 March 2025 toilets must be dual flush and have a 3 star WELS rating to meet the water efficiency measures).
- **not alter** or make additions to the premises without the landlord's written permission
- not change any **locks** without the landlord's written permission
- **not interfere** with the peace, comfort or

privacy of your neighbours

- not use the premises for **illegal purposes**
- ask the landlord's **written permission** before you make any changes to tenancy arrangements, for example sub-letting or transferring your tenancy to another person
- abide by the **community rules** and ensure your visitors also comply.

For more, see our factsheets: [Overdue rent](#), [Repairs and maintenance](#), and [Utilities – water, energy, internet](#).

The NSW Civil and Administrative Tribunal (NCAT)

The Tribunal hears disputes between landlords and tenants. If you and your landlord or operator cannot resolve an issue you may be able to apply to the Tribunal for an order to enforce your rights. Time limits apply to applications so do not delay. If you are going to the Tribunal, it is a good idea to get advice from your [local Tenants Advice and Advocacy Service](#).

Advice and assistance

If you need advice or assistance regarding your rights and responsibilities, or a Tribunal application, contact your [local Tenants Advice and Advocacy Service](#) – phone numbers below.

Factsheet updated May 2025.

General information about land lease communities can be found at tenants.org.au/thenoticeboard
Also check out our newsletter *Outasite*.



For free advice, call your local Tenants Advice & Advocacy Service:

SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEBSITE:

tenants.org.au/thenoticeboard

NSW FAIR TRADING: 13 32 20

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. ©Tenants' Union of NSW

