TENANTS' UNION OF NEW SOUTH WALES

Outasite

Land Lease Community Newsletter • Issue 3 • August 2017

Beryl Anderson, Paul Smyth, and Judy Tucker at the final Tribunal hearing

HASTINGS POINT HOLIDAY PARK: CLOSURE

Hastings Point Holiday Park was once a thriving residential park nestled between the Tweed Coast Road and Cudgera Creek. That changed in 2006 when the park owner discussed gradual closure and redevelopment of the park to a luxury retirement living complex.

The park owner held meetings with the residents and made promises about their future in return for their support for the development application. The home owners who lived on the creek were told they would have the right to live on in their current homes or have an option to buy a home in the new development at a reduced price. None of these eventuated. Instead, home owners had their agreements terminated and, in order to win reasonable compensation, they would have to fight seven lots of proceedings in six courts and tribunals over a period of five years. Here is their story.

THE DEVELOPMENT AND THE DEVELOPERS

On 14 May 2007 development consent was given for a staged seniors living development. The new development would comprise 84 independent living units, 94 supported living units and 67 beds within a high care facility.

During 2009, the development commenced and stage one of the seniors living complex was completed. Then the global financial crisis hit and the developers, PDK Developments Ltd, were in financial difficulty.

Continued on page 2

HASTINGS POINT HOLIDAY PARK: CLOSURE

Continued from front cover

By 2011 Hastings Point Holiday Park had been purchased by TriCare Ltd, an aged care provider. Knowing that the home owners still living at the park would have to be compensated, TriCare negotiated a reduction in the purchase price ($28,000,000) to create a compensation fund of $1,500,000.

Under the *Residential Parks Act 1998* home owners who had their agreements terminated because their site was to be used for another purpose were entitled to compensation. TriCare initially offered small amounts of compensation to home owners and has since spent significant sums on legal proceedings to keep the compensation payments low.

TERMINATION OF SITE AGREEMENTS

From 2011 TriCare started reducing and removing services and facilities in the park. Some home owners accepted offers of compensation and left. In May 2012 termination notices were served on the remaining eight home owners. In May 2013 TriCare commenced proceedings in the Consumer Trader and Tenancy Tribunal or CTTT to terminate their site agreements and gain vacant possession of the sites.

LAND & ENVIRONMENT COURT

The home owners disputed the terminations on the grounds that the sites they occupied were never to be developed and they should therefore be able to remain. Before the Tribunal made a decision on termination TriCare applied to the NSW Land and Environment Court seeking a declaration that there

Residents of Hasting Point Holiday Park at the Tribunal in 2014. From left: Kevin Byng, Lorraine Byng, Phillip Tucker, Judy Tucker, Susan Allen, Beryl Anderson, Helen Verrills, and Bob Verrills.

was to be a change of use of the land, and a date that the change of use would occur. The Court ruled that the land was to be used for a purpose other than residential sites no later than 20 September 2016. These declarations enabled the site agreements to be terminated.

BACK TO THE TRIBUNAL

At the end of 2013 the home owners were back at the Tribunal (which on 1 January 2014 became the NSW Civil and Administrative Tribunal – NCAT).

In September 2014 the Tribunal terminated the site agreements and awarded small amounts of compensation to the home owners. The compensation was awarded for relocation, however none of the home owners had sites to which they could relocate.

SUPREME COURT

The home owners legal representatives lodged an appeal of the Tribunal's decision with the Common Law Division of the NSW Supreme Court. Seventy-five-year-olds Bob Verrills and his wife Helen were worn down by the protracted proceedings. Both suffered from ill health and stress. They decided to settle their matter with TriCare on the eve of the Supreme Court case in March 2015.

In April 2015 the Supreme Court set aside the orders made by the Tribunal. The Court found the Tribunal had erred in law by concluding that an order for termination could be made where no relocation of the homes was to occur. The Supreme Court ordered the Tribunal to re-hear the matters.

COURT OF APPEAL

While the matters were back at the Tribunal, and when the home owners sought to rely on parts of the decision of the Supreme Court judge, TriCare decided to appeal to the NSW Court of Appeal. To the delight of the home owners the Court of Appeal dismissed the TriCare appeal as incompetent.

Following this there was a further exchange of offers to settle. However, TriCare did not offer enough to enable home owners to purchase a home elsewhere, so they had no choice – they had to hang on and fight for better compensation.

COMPULSORY MEDIATION

When the matters went back to NCAT an order was made for the parties to attend compulsory mediation, which was held at the Murwillumbah Courthouse in December 2016. The mediation narrowed the issues in dispute but did not avoid the need for a hearing. Again NCAT awarded low levels of compensation to the home owners (for some it was lower than had previously been awarded) so they appealed again.

Kevin Byng, former resident of Hastings Point Holiday Park. Kevin had lived in the park with his wife Lorraine for over 23 years, and suffers from early onset Alzheimer's. *Photo courtesy of Tweed Daily News.*

APPEAL PANEL

During the five year battle for decent compensation not only had the CTTT become NCAT, residential parks law had also changed and this turned out to be beneficial to the home owners. In 2016 the NCAT Appeal Panel found that they were entitled to make new applications for compensation under the *Residential (Land Lease) Communities Act 2013*. As a result of this decision all home owners were awarded a five figure sum to relocate (without their homes) and four of them were able to reach final settlement with TriCare. In April 2017 these four each accepted six figure sums of compensation.

THE LAST STAND

Judy Tucker and Beryl Anderson are the only remaining home owners at TriCare Hastings Point Holiday Park and in May this year they had another two-day hearing at NCAT regarding the amount of compensation they should receive.

The message from Judy is that "People need to be made aware of what has happened to us here at Hastings Point. The new legislation is there to protect vulnerable residents like us and I do hope no other residential community home owners have to go through what we had to endure over the course of the past five years".

The home owners are unanimous in their belief that the money TriCare has spent on legal proceedings could have been given to them in compensation and the matters could have settled far sooner!

The home owners stress the importance of getting good legal advice and assistance in situations like this. They acknowledge that they couldn't have got the outcomes they did without the work of solicitor Paul Smyth from the Tenants' Union and barristers Michelle McMahon and Brett Walker SC. They were able to stay the course due to the assistance of the grants division of Legal Aid. Judy recognised the importance of this assistance when she said "While we will now have a significant final financial contribution to pay to Legal Aid, we have money to put towards buying our new home. Without the legal advice and assistance we got we would have been lost."

As we go to print Judy and Beryl are waiting for the decision of NCAT. They hope it is positive so they can finally have closure. •

"Living in a residential park has lifestyle benefits particularly as we had the amenity, peace and quiet of living close to Cudgera Creek. I can now see that we were vulnerable because we didn't actually own the land that our homes were located on."
– Kevin Byng

"In the beginning receiving the Termination Notice we were very worried for the future and having a roof over our heads. The verbal assurances from the previous park owner, where we were told that we could live in our homes for life, now seemed worthless. We weren't happy with the way the Tribunal and Court proceedings were going at first and were dismayed with the insulting offers made by TriCare. We were offered only $17,500 in May 2013 and declined because in no way did the offer reflect the true replacement value of our home. We eventually settled in 2017 for $140,000 total compensation for loss of our home and residency."
– Lorraine Byng

TARA STEERS: TENANT ADVOCATE
IN SOUTH WEST NEW SOUTH WALES

Tara Steers is a Tenant Advocate in Albury. Up until the commencement of the Act in 2015 Tara had limited experience with land lease community residents but after accompanying the Tenants' Union on a road trip, visiting communities along the Murray River, she developed a passion for the work. Tara is now highly regarded by land lease community residents in the area and her services are constantly in demand.

HOW LONG HAVE YOU BEEN AN ADVOCATE?

I became a Tenant Advocate in 2013, four and a half years ago.

DESCRIBE YOUR SERVICE AND THE AREA IT COVERS

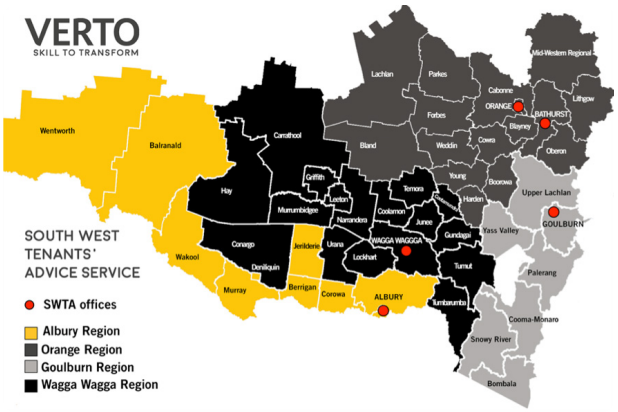
South West Tenants' Advice Service is part of the state-wide Tenants' Advice and Advocacy Program funded through NSW Fair Trading. Our service is delivered by VERTO, which is a not-for-profit organisation that has delivered a range of employment, training and community support services for 35 years.

Our Service covers a large geographical area in South West NSW. We go from Orange and Bathurst down to the Victorian border and as far west as Wentworth. Our services are delivered from local offices in Albury, Wagga Wagga, Goulburn, Orange and Bathurst.

The Service has eight team members delivering advice and assistance to renters – including tenants and land lease community residents.

TELL US ABOUT YOUR WORK WITH LAND LEASE COMMUNITY RESIDENTS

A large portion of the work I do on a regular basis is providing advice & assistance to tenants and home owners in land lease communities. This can be as simple as providing basic phone advice on a query or it can be assisting a home owner or tenant to make a submission or application to the Tribunal to settle a dispute.



Last year I had the opportunity to attend numerous land lease communities in our area to spread the word about the new *Residential (Land Lease) Communities Act 2013* and let residents know that our service can help if any issues or questions arise.

WHAT ARE THE CURRENT ISSUES FOR RESIDENTS IN YOUR AREA?

Electricity charges are big issues at the moment. Both usage and service availability charges, where there are disputes about whether operators are charging residents according to the law.

VERTO recently represented a homeowner at the Tribunal and had success in gaining access to a copy of the operators electricity bill under section 83 of the Act. This was a good result because we believe it was the first time that section 83 was put before the Tribunal for interpretation. The Tribunal agreed with our interpretation that an operator must provide a homeowner with reasonable access to electricity bills that the operator is given by their electricity provider.

IF YOU COULD CHANGE ONE THING FOR RESIDENTS WHAT WOULD IT BE?

I would like to strengthen mandatory education for all operators. The current requirement only covers new operators and appears to be very brief. I believe all operators should have a working knowledge of the legislation that they are acting within and the appropriate penalties should be applied when the legislation is breached. •

WHAT IS THE RESIDENTIAL PARKS FORUM?

The Residential Parks Forum brings together advocates and lawyers from across NSW to share information and advocate for improvements to the rights of land lease community residents.

Rod and Margaret Nicoll – members of the Residential Parks Forum

HISTORY

The Park and Village Service (PAVS) originally convened the Residential Parks Forum (the Forum) almost 20 years ago. The purpose was to bring together those working to improve the rights of park residents including workers from the Tenants' Advice and Advocacy Network, lawyers and representatives from state-wide or regional resident groups.

The Forum was a source of support for resident groups who were regularly representing their members at the Tribunal. It also provided a space for discussion about the issues affecting park residents and to plan policy and law reform strategies. Today the Forum is convened by the Tenants' Union of NSW however the core purpose and values remain the same.

MEMBERSHIP

The Forum is membership-based rather than open to all. The main reason for this is to ensure that meetings remain manageable and useful and that everyone has the opportunity to contribute. Members continue to include representatives of state-wide or regional resident groups, Tenant Advocates (from Tenants' Advice and Advocacy Services) and specialist staff from the Tenants' Union. Other members are residents of land lease communities with experience or an interest in advocacy.

The resident groups with active Forum members are: Tweed Residential Park Homeowners Association (TRPHA); Port Stephens Park Residents Association (PSPRA); the Independent Park Residents Advocacy Group (IPRAG) and the Affiliated Residential Park Residents Association (ARPRA).

Members of the Forum are active volunteers who work to improve the rights and lives of land lease community residents throughout the State.

Len Hogg and Tom George – members of the Residential Parks Forum and the Tweed Residential Parks Homeowners' Association

WHAT WE DO

The Forum meets four times a year for three hours. Because time is limited, a lot has to be packed into each meeting. The Forum is many things – an information sharing space, a place where knowledge and skills can be developed, where collaboration or consultation can occur and legal issues explored.

Information sharing is a large part of the Forum and usually falls into two broad areas – what is going on in land lease

Continued on page 7

TALES FROM THE TRIBUNAL

The NSW Civil and Administrative Tribunal (NCAT) hears disputes between land lease community operators and residents. Decisions that NCAT makes about disputes are not binding on other NCAT Members who hear similar disputes but they can provide guidance so it is useful to know what NCAT has decided about a particular issue.

ELECTRICITY USAGE CHARGES

One of the big areas of dispute and confusion under the *Residential (Land Lease) Communities Act 2013* (the Act) is electricity usage charges. We reported on this in the last edition of *Outasite* (November 2016) but there have been some developments this year, including a decision by NCAT.

Section 77 of the Act provides that operators who supply electricity to home owners can only charge for the use if the site agreement permits it, the supply is separately measured

"The home owner argued that it was impossible to check that they were being correctly charged without access to the operator's bills. NCAT agreed and ordered the operator to provide copies of their electricity bills to the home owner."

or metered, and the operator provides an itemised account with 21 days to pay.

Electricity usage is charged by the kilowatt hour (kWh) and the Act sets a limit on what the operator is allowed to charge home owners. The most an operator can charge is the amount they are charged by the company that supplies the electricity to them. For example, an operator buys electricity from Origin Energy at the rate of 6.5c per kWh. They must charge the home owner no more than 6.5c per kWh for electricity.

To enable home owners to check that they are being correctly charged section 83 of the Act requires operators to provide home owners with reasonable access to bills or other documents related to their electricity charges.

In February this year NCAT heard a dispute under section 83 of the Act. The home owners brought the application because they wanted to check what the operator was paying for electricity so they could compare that to what the operator was charging them. At NCAT the operator argued that section 83 did not relate to the operators bills because those bills are not relevant to electricity usage charges payable by the home owner.

The home owner asserted that section 83 could not be about anything other then the operators bills. The home owner referred to section 77 and said that it was impossible for them to check that they were being correctly charged without access to the operator's bills. NCAT agreed and ordered the operator to provide copies of their electricity bills to the home owner. A copy of this decision can be found on the NSW Caselaw website. See www.caselaw.nsw.gov.au

The home owners were represented by a Tenant Advocate from South West NSW Tenants' Advice and Advocacy Service.

INTERFERENCE WITH SALE

In another case a home owner applied to NCAT because they felt the operator had interfered with their right to sell their home on site.

Section 107 of the Act deals with interference with sales. It provides that an operator must not cause or permit any interference with a home owners right to sell their home. It then sets out some examples of interference, one of which is

> *"taking any action to require the home owner to comply with any requirement made by or under the* Local Government Act 1993 *after becoming aware that the home owner is seeking to sell*

his or her home (unless the matter has been subject to previous action).”

Essentially this says that if the operator has not already started action around compliance requirements they cannot do so after being notified that the home is to be sold.

In the case before NCAT the home was a caravan and annexe, which the home owner had occupied for over ten years. In 2005 the operator had raised some issues regarding one of the structures on site not complying with the local government regulations. The home owner made some changes to the structure and the operator gave their approval.

In 2013 the operator raised compliance issues with a different structure and they were dealt with at the Tribunal that same year. Since 2013 the operator had not discussed any issues of non-compliance with the home owner.

At NCAT the home owner said that in March 2016 they advised the operator that they were going to put their home up for sale. The operator then began advising prospective purchasers that the bathroom was non-compliant with local government regulations and would have to be removed.

NCAT found that the operator had interfered with the sale of the home by making such a statement to prospective purchasers.

This decision is not publicly available but the home owner has given consent for this information being published. The home owner was represented by a Tenant Advocate from Illawarra Tenants' Advice and Advocacy Service. •

WHAT IS THE RESIDENTIAL PARKS FORUM?

Continued from page 5

communities in NSW and what services are available to assist residents of those communities when issues arise.

The Forum assists the Tenants' Union in undertaking our work. Member feedback ensures that the resources we develop are correctly targeted, for example factsheets and newsletters. Also that we are aware of how the law is being interpreted and what impact it is having on residents. With this information we are able to advocate for changes to the law or policies, or support residents to take issues to the NSW Civil and Administrative Tribunal (NCAT) to resolve disputes.

The other part of information sharing is getting to know what services are available to assist residents, finding out how those services work and how to utilise them to best effect. To achieve this guest speakers are invited to meetings. Guest speakers have included representatives from NSW Fair Trading Mediation Service, Fair Trading Complaints Service, the NSW Ombudsman and Community Justice Centres.

Inevitably at each meeting there is discussion about the NSW Civil and Administrative Tribunal (NCAT)– what type of cases Forum members are handling and how the Tribunal is behaving in terms of process. To assist Forum members with their work at the Tribunal the Tenants' Union provided two days of training to Forum members covering everything from applications to appeals. We are currently working on a toolkit for new resident advocates.

The Forum also provides comradeship and this is perhaps the most important reason for its continuance. Resident advocates are volunteers who give their time to helping others. They are not lawyers but many of them represent residents at the Tribunal and negotiate with operators. At the Forum they are able to come together in a friendly space where they can share their experiences and receive encouragement and support from each other. •

“Resident advocates are volunteers who give their time to helping others. They are not lawyers but many of them represent residents at the Tribunal and negotiate with operators.”

If you are interested in becoming more active in your community, the Tenants' Union can put you in touch with people who can offer support. Email Julie Lee: ***julie.lee@tenantsunion.org.au***

SITE MAINTENANCE: WHO'S RESPONSIBLE?

We never thought we would have to explore the question of responsibility for site maintenance because the answer seems so obvious – the operator owns the land so they have to maintain it. But that assumption is being challenged by some operators who are attempting to pass on significant repair and maintenance costs to home owners, exploiting what appears to be poor drafting in the *Residential (Land Lease) Communities Act 2013* (the Act).

To figure out why this problem has only recently arisen we need to look back to the *Residential Parks Act 1998*. Section 24 was very clear:

(1) It is a term of every residential tenancy agreement that:

(a) the park owner must provide the residential premises (for instance, the moveable dwelling and the residential site or the residential site only) and the common areas of the park in a reasonable state of cleanliness and fit for habitation by the resident, and

(b) the park owner must provide and maintain the residential premises in a reasonable state of repair.

Under the *Parks Act* tenancy and site agreements could be one and the same so we can read this section as applying to site agreements. What it means in plain English is that the park owner had an obligation to provide and maintain the residential site in a reasonable state of repair.

Jump forward to the *Residential (Land Lease) Communities Act* and what we find instead is that section 37(k) requires the operator to "ensure a residential site is in a reasonable condition, and fit for habitation, at the commencement of a site agreement for the site". The ongoing obligation to maintain the site is missing.

Add to that section 41 of the Act whereby the operator is entitled to issue a home owner with a written notice requiring work to be carried out if the operator believes that "the residential site or home located on it is seriously dilapidated" and it becomes arguable that home owners may be responsible for the repair and maintenance of residential sites.

The Tenants' Union is aware of a recent case where an operator issued a notice to a home owner requiring work on the grounds that the residential site was dilapidated. The home owner did not carry out the work and the matter proceeded to the NSW Civil and Administrative Tribunal. The Tribunal found that the site was not dilapidated but the Member, in her remarks did say that she believed the home owner was responsible for a retaining wall on the site that was constructed by the operator. We do not share this view but it does illustrate the potential problem facing some home owners.

AN ALTERNATE VIEW

Despite the best efforts of the drafters, law is often unclear and it comes down to interpretation. That is the case regarding site repair and maintenance under the *Residential (Land Lease) Communities Act*.

The Tenants' Union does not believe that it was the intention of the Government to transfer the responsibility for site repairs and maintenance to home owners. The best way to make this clear would be to amend the Act but in the meantime home owners can look to their site agreements and other parts of the Act to demonstrate what the operator is responsible for.

The Act applies to all site agreements whether they were entered before or after commencement. Site agreements entered into under the *Residential Parks Act* all have the standard term:

"The park owner agrees to make sure the residential site, everything provided with the residential site for use by the resident, and the common areas of the park, are reasonably clean and fit to live in or use".

The obligation on the operator to ensure the site is fit to live in or use is ongoing. And, because the site agreement continues under the Act, so does the operator's obligation.

The Act places a couple of responsibilities on home owners regarding the site. One is to keep it tidy and free of rubbish and the other is to notify the operator if the site becomes damaged. The Act does not oblige the home owner to repair or maintain the site.

So while the law may not be as clear cut as it used to be, it is our view that the obligation to repair and maintain the residential site still lies with the operator. •

While the law may not be as clear cut as it used to be, it is our view that the obligation to repair and maintain the residential site still lies with the operator.

COMMUNITY RULES CLARIFIED

The *Residential (Land Lease) Communities Act 2013* (the Act) brought many changes to land lease communities (residential parks) and one of the biggest was in the area of community rules. How rules are made and what they can be about has not changed significantly but who they apply to and how they are enforced has.

Advertisement from a Land Lease Community owner's website – note the reference to 'Over 50s'

The Act requires compliance with community rules by all residents plus the owner and operator of the community.

Residents have a further obligation to use reasonable endeavours to try to ensure compliance with the rules by any occupants who live with them and anyone they invite into the community as their guest.

Operators have a similar obligation. They must try to ensure compliance by anyone they invite into the community plus their employees and of course all of the residents and occupants.

Operators are also responsible for the enforcement of community rules. The Act requires that they ensure that rules are enforced and interpreted consistently and fairly.

The obligations on the operator seem pretty clear, but the requirement that everyone complies with the rules has created interesting situations in communities where holiday accommodation is also provided.

In some mixed communities holiday makers and long-term casuals are in different sections of the community and sometimes a fence and gate separate the different sections. In others, holiday makers and long-term casuals are mixed in amongst home owners. Regardless of how the community is organised, for the duration of their stay these holiday makers are occupants and the community rules therefore apply to them. Additionally, the operator has an obligation to try to ensure compliance.

AGE RESTRICTIONS IN COMMUNITY RULES

In the last issue of *Outasite* we reported on a decision by the NSW Civil and Administrative Tribunal (NCAT) that found that communities can have a rule that sets an age limit for occupants, for example they must be over 50 years old. Whilst we believe the decision was flawed, we are aware that since it was made a number of communities have introduced new rules that set age limits. If those communities also contain holiday accommodation the law requires those holiday makers to meet the age limit, but we are aware that this is not how it is always being interpreted or applied.

We have heard from home owners who live in mixed communities with age restrictions that holiday units are regularly occupied by families with young children. The operators of these communities are failing to enforce the rules fairly and consistently and are therefore in breach of the Act.

We checked this with NSW Fair Trading and they confirmed that community rules apply to everybody – all occupants of the community including holiday makers, tenants, home owners, visitors, short-term casuals and the operator.

Home owners in mixed use communities must be treated fairly when it comes to community rules. If they are required to abide by a certain rule, so is everyone else in the community. Operators can't have a rule that applies only to home owners.

To put this in the context of age restrictions, if a community has a rule that all occupants must be over the age of 50, the rule applies to home owners, holiday makers and long-term casuals. If the rule does not apply to everyone then it cannot be a rule – it's as simple as that.

If you live in a mixed community where the rules are applied differently to holiday makers and casual occupants you may be able to get the rules changed. Contact your local Tenants' Advice and Advocacy Service for free advice (see back cover).

RON McLACHLAN RESIDENT ADVOCATE

Ron McLachlan is a former park resident and long time advocate for residents' rights. He is a member of the Residential Parks Forum and Port Stephens Park Residents Association. We asked Ron to tell us about his life as a park resident and advocate.

CAN YOU GIVE US A POTTED HISTORY OF YOUR TIME AS A PARK RESIDENT?

I became a park resident in 2000 when I bought an on-site caravan and annexe in the tourist section of Middle Rock Village, which is at One Mile Beach between Anna Bay and Nelson Bay.

I had a site agreement under the *Residential Parks Act 1998* but was surrounded by about 180 vans, almost all of which were long-term casuals. There were 40 permanent homes in another part of Middle Rock Village, separated from the tourist section by a fence and a boom gate.

I had little contact with any of the permanent residents because many of them considered that people who lived in caravans were of lesser quality. I was invited to a fund raising sausage sizzle, where I heard a resident identify me as "He's from over there, one of those van people."

I joined a local organisation, Econetwork, where I met Darrell Dawson, a permanent resident in Middle Rock Village. He was one of the people who had started the idea of Park Residents Associations and was part of the campaign that led to the *Residential Parks Act 1998* being enacted. With his 'patronage', I was accepted by most of the permanent residents as being a suitable person.

When Darrell decided to sell his home and move into town, he asked me if I was interested in taking his place as the President of Port Stephens Park Residents Association (PSPRA). I agreed and was elected as the President, in 2004.

I first appeared as an advocate at a Tribunal hearing in mid-2005 representing the residents of my own park. When the decision was delivered the park manager and his staff subjected me to a daily program of harassment. Eventually I was issued with a termination notice based on a claim that my site was needed for 'a purpose other than a residential site'. I disputed the notice at the Tribunal arguing that by agreeing to let me sell my van as a 'weekender' they were still using the site as a 'residential site'. The Tribunal Member (and Chairperson) did not accept my contention. I accepted a token amount of compensation, sold the van and vowed never to live in a residential park again.

TELL US ABOUT SOME OF YOUR ADVOCACY WORK

After quitting park life late in 2005 I continued as the President of PSPRA, because I felt that I could use my knowledge of law to try to prevent others being mistreated, as I had been. I was previously an Investigating Officer in the Land Titles Office so I already had a working familiarity with Real Property Law. The *Residential Parks Act* was different in its purpose, but it was still legislation, so I felt at ease with it.

I have met many other advocates who acquired their legal knowledge, 'on the job'. My successor at PSPRA is doing just that. Trevor has experience in Human Resources and as a negotiator in industrial disputes and that is what most advocacy comes down to – negotiation.

In 2005 when I represented the residents of Middle Rock, we were challenging a site fee increase and a claim by the park owner that several residents had no legal standing as residents. I summonsed the park owner to attend the second hearing and paid $20 'attendance costs'. The park owner wrote to the Residents Committee, claiming his costs were $4,260. I replied and advised that $20 was the amount set down in the District Court's Procedural Rules.

Tribunal Chairperson Kay Ransome heard the case. The park owner claimed that he had not been paid anything to attend and submitted his claim for $4,260. Ms Ransome pointed out that if he hadn't been paid or offered any amount to cover his reasonable expenses he was in fact not required to attend. The fact that he did attend was a matter for him, and the applicants were not liable for his expenses.

Over the past 12 years I've been involved in a wide variety of matters including terminations, excessive site fee increases, issues with pets, dangerous trees, white ants, subsidence and a lot more. But my main concern has always been protecting park residents from unjust actions by park owners, managers and staff. Although I've met many owners and managers who treated their residents fairly and with respect, I often found myself wondering if there's a college somewhere that teaches people to be unpleasant when dealing with the very people who provide their income.

I recall an owner whose response, if a resident disagreed with something he was demanding, was along the lines of "Well, if you don't like it, you can take yourself and your house out of my park!"

My greatest sense of injustice was felt when the new legislation was passed after three years of campaigning. Even the ridiculous name of the Act, the *Residential (Land Lease) Communities Act* was a downer to many park residents. We certainly felt that the new law favoured owners and managers over residents.

PSPRA members were ever generous, funding three of their Executive Officers to travel here and there, to put residents views to the successive Ministers for Fair Trading. Of the three, only Stewart Ayres actually agreed (when we met him in Maitland) that the new Act had 'shortcomings'. Three weeks later he was replaced.

WHY DO YOU THINK IT'S IMPORTANT TO HAVE RESIDENT ADVOCATES?

The best qualification for an advocate is the experience that can only be gained as a resident. Once gained, that experience doesn't fade away as long as the advocate is actively involved.

I believe that for someone to come in with no understanding of what village life is like, would make their job very difficult.

I challenge anyone to write down just what it's like, to live in a 'manufactured home village', in less than a large book! Although no two villages are identical, when the members of our Association gather we are all on an equal footing. We understand the differences and the similarities between villages. We are collectively unique!

Ron McLachlan (right) together with other park resident advocates, meeting with Matthew Mason-Cox, then Minister for Fair Trading

How could an outsider ever fully comprehend how crazy park residents must be to own a home but put it on a piece of land that is rented from someone else?

Throughout our lives, most of us have been members of a variety of communities and organisations – Scouts or Guides, sporting clubs, political parties, churches, environmental groups, etc. In all of them, we went through a gradual process of becoming informed about the purpose, rules, ethics and values that we shared as members. In each of these situations, we would seek advice from those with experience.

WHAT WOULD YOU SAY TO ENCOURAGE SOMEONE TO BECOME A RESIDENT ADVOCATE?

Have I ever regretted agreeing to be an advocate? The simple answer is no, the complex answer is yes, at times. The good feelings that follow a successful outcome from a Tribunal hearing or a mediation (as we now experience under the Act) are quite special, for the residents and the advocate. Just being able to say to one's self, "I helped to achieve that" really is a feel good moment.

When the outcome is less successful that's the time to say to one's self, "Where could I have done better?" The answer is, mostly, that nothing could have been done better.

An important part of my life experience was as a member of the Scout Association, beginning when I joined as a Wolf Cub, at age 8. Forty years later, when I retired as the ACT Commissioner for Venturers (Scouts over age 15) I was presented with a memento that I treasured. It was a wooden woggle (the thing Scouts wear to keep their neck scarf in place). On it was carved DOB. That's what Wolf Cubs used to say in a ceremony at every meeting, "we will Do Our Best".

That's my advice, for anyone who is thinking of becoming a resident advocate. If we 'Do Our Best', we have no reason to feel that we could have done better. But what we can then do, as a result of that experience, is to do better, next time.

Finally, new advocates have access to the vast experience that is held in the minds of all the other advocates. There are regular Forums, where information is exchanged and there is the great work done by Ms Julie Lee of the Tenants' Union. •

NSW FAIR TRADING
DISPUTE RESOLUTION SERVICES

Kathryn Tidd, Coordinator, Real Estate & Property Division, NSW Fair Trading

If you are a home owner or a tenant in a land lease community (a residential park), Fair Trading can help you resolve various types of disputes in a number of different ways.

Firstly, residents, including tenants, can contact Fair Trading on 13 32 20 for information on rights and responsibilities which can assist anyone attempting to resolve a dispute.

If unsuccessful, or the dispute remains unresolved, the second option is to lodge a complaint with Fair Trading. Fair Trading will allocate a customer services officer who can speak with all parties involved in the dispute, with the aim of trying to bring them to a mutually agreeable outcome. This is normally done over the telephone and Fair Trading endeavours to finalise complaints within 30 days from the time the complaint is lodged.

In some cases there is also a third option for residents to have free formal mediation. This is only available when the matter in dispute is one that would also be eligible to be taken to NSW Civil & Administrative Tribunal (NCAT). In most cases, mediations are face to face with all parties involved and can result in a non-binding written agreement being made.

If an agreeable outcome to the dispute cannot be reached through these processes, there is still the option for certain matters of lodging an application with the Tribunal. The Tribunal is separate from Fair Trading so it is recommended that you visit their website for information on the types of matters which can be lodged: www.ncat.nsw.gov.au/Pages/cc/Divisions/residential_communities.aspx

Fair Trading's Residential Communities complaint handling staff. Left to right: Lynn Evans (Senior Customer Services Officer), Kathryn Tidd (Coordinator) and Nina Williams (Customer Services Officer)

The types of residential community disputes Fair Trading receives complaints about are:

- repairs, maintenance, alterations
- interference in the sale of homes
- health and safety issues
- access by operator to a resident's premises
- re-assignment of site agreements
- reduction in features / benefits / facilities
- site fee increases or utility charges
- compulsory mediation matters or referral's by NCAT for mediation

It is important to note that Fair Trading cannot get involved in disputes between residents. It can only intervene in disputes that are between residents / tenants and a trader / business / operator.

When anyone lodges a complaint with Fair Trading it is really important that they are able to provide as much supporting documentation or information as possible, detailing what the dispute is about. Documentation may include copies of agreements or utility bills and any other information which is relevant to the issues. This information is the only way Fair Trading can also assess for breaches of legislation. Unlike a court or tribunal, Fair Trading cannot make a determination of the veracity of differing views; its role is to assess information available to it.

When Fair Trading receives a complaint, regardless of whether the issues can be resolved through the complaint handling or mediation process, it has a regulatory responsibility to look at any breaches of legislation it administers. This assessment process is separate from the

dispute resolution process and often the person who lodges the complaint is not aware that compliance or enforcement action has been taken after a breach has been identified.

Fair Trading has a detailed policy on the way it carries out its compliance and enforcement work, and it may help to understand that process – please take some time to review Fair Trading's Compliance Role at www.fairtrading.nsw.gov.au/ftw/About_us/Our_compliance_role.page

Fair Trading also has a key role in educating the community, particularly in relation to issues raised in a complaint, or aspects of the legislation it administers. It does this through events held throughout NSW, as well as via compliance and operational programs. Education can also occur when a complaint against a trader is received but there is no known history of complaints or previous enforcement or compliance action taken by Fair Trading against that trader/business/operator. Education can be verbal, in writing, or in some cases forms part of a formal trader visit conducted by a Consumer Protection Officer. All education activity is recorded in Fair Trading's databases and is available when similar or new complaints are received about the same traders/business/operator in the future. This means that all complaints lodged with Fair Trading form a really important part of gathering intelligence and monitoring trader conduct.

If you would like to lodge a complaint with Fair Trading please visit the lodge a complaint page at www.fairtrading.nsw.gov.au/ftw/About_us/Online_services/Lodge_a_complaint.page Alternatively, lodge in person at any Service NSW centre. •

• THE BENEFITS OF ASSIGNMENT •

In the last two issues of *Outasite* we have written articles about the assignment of site agreements. We have talked about the value of the right to assign, the campaign to keep that right and why we think NCAT got it wrong in the Farraway case. However, there is still some confusion, so in this article we will unpick the law and unpack the issues.

WHAT IS ASSIGNMENT?

Assignment basically means transfer and in the context of land lease communities what we are talking about is the transfer of a site agreement from one home owner to another. It is a process that most commonly occurs when a home is sold. Ownership of the home transfers from the seller to the buyer and the site agreement can also be transferred.

WHY ASSIGN?

The simple answer to this question is to protect the incoming home owner from site fee increases, additional fees and charges and detrimental terms that may be in the new site agreement being offered by the operator. When a site agreement is transferred the terms under which the vacating home owner occupied the site remain the same for the new home owner.

NEW SITE AGREEMENTS

To explain the merits of assignment we need to look at some of the issues around new site agreements that home owners have raised with us.

First and foremost is site fees. We also discuss this in our article on site fee increases (see page 15). The Act requires that when an operator enters into a new agreement with a home owner site fees must not exceed fair market value. Fair market value is either what the current home owner (the seller) is paying or what home owners with similar sized sites in a similar location are paying. Despite this apparent protection the Tenants' Union has been advised by home owners that site fees in new agreements are regularly anywhere between $20 and $43 a week above fair market value.

This impacts on all current and future home owners. Each time a home owner enters a community and accepts a new site agreement with higher site fees the balance tips towards the higher site fee becoming fair market value for that community. And, when the next site fee increase by notice comes around the operator can use this to argue for a higher increase from all other home owners in the community.

Also connected to site fee increases is the type of fixed method increase that is starting to emerge. We also discuss this in the site fee

Continued on page 14

THE BENEFITS OF ASSIGNMENT

Continued from page 13

increase article in more detail. Fixed method site fee increases can never be challenged as excessive no matter the result of the calculation. Increases linked to outside factors could yield unexpectedly high increases and there is nothing the home owner can do.

To put all of this into context let's look at an example:

Fred is selling his home to Hilda. They have agreed on a price and the deposit has been paid. Hilda has met with the operator and she has been provided with a copy of the proposed site agreement. Hilda compares Fred's agreement with the new one.

Fred's agreement
Site fees: $185 a week Fixed method increase: 3.5%
New agreement
Site fees: $205 a week Fixed method increase: $3.00 plus any increase in CPI plus 3%

Hilda will clearly be better off financially under the assigned agreement (i.e. Fred's).

Now, we know that some terms of a site agreement are supposed to be negotiable, including the method of site fee increase, but in reality site agreements are offered on a take it or leave it basis. The operator is not required to enter into a site agreement and can refuse to do so if the potential home owner does not accept the terms offered.

Let's assume that Hilda has tried to negotiate the terms of the new agreement with the operator and has failed to gain any concessions – what can she do?

ASSIGNMENT & THE LAW

Fred can ask the operator to consent to the assignment of his site agreement to Hilda.

The Act provides that "a home owner may, with the written consent of the operator of the community... assign the site agreement". This is straightforward enough. Where it gets tricky is whether the operator can unreasonably refuse a request to assign a site agreement. We say no, they cannot but the Act is unclear. We believe there is a drafting error in this provision of the law and it refers to a 'tenancy' agreement where it should refer to a 'site' agreement.

If the operator refuses Fred's request he can apply to the NSW Civil and Administrative Tribunal (NCAT) and ask NCAT to make orders for assignment. Because of the error in the Act Fred may have to make some complex arguments about statutory interpretation so we would suggest he gets some help from his local Tenants' Advice and Advocacy Service.

NEW SITE AGREEMENTS AND THE LAW

In the alternate Hilda or Fred could make an application to NCAT about the terms of the proposed site agreement or the proposed site fees. It is unlikely that NCAT could make orders about the fixed method increase but, if the proposed site fees were found to exceed fair market value, orders could be made to set the site fees at a lower level.

ADVOCATING CHANGE

The Tenants' Union has been working on the issue of assignment for a number of years, along with members of the Residential Parks Forum. It is our view that the Government should fix the error in the Act by changing 'tenancy' to site' agreement in section 45(3).

We would also like to see the Act amended so that site fees in new agreements cannot exceed what the current home owner is paying.

We will continue to advocate for these changes. In the meantime, any home owner who wants to assign and is having difficulties can ask their local Tenants' Service for assistance.

Also, if you are a new home owner and the site fees in your agreement exceeded fair market value you may still be able to make an application to NCAT. Again, you can get free advice from your local service. •

Find contact details for your local Tenants' Advice and Advocacy Service on the back cover, or at www.thenoticeboard.org.au

HOW SITE FEES ARE INCREASED

It feels like every time we write an article about site fee increases in land lease communities we refer back to the review of the legislation and the fact that this was the biggest issue raised by park residents at that time. The *Residential (Land Lease) Communities Act 2013* brought a new approach to site fee increases and new measures that the Government said would alleviate the pressure of constantly increasing site fees. In this article we will look at how site fees are being increased and the potential impact on home owners in the short and long term.

FIXED METHOD INCREASES

The Act provides that site fees can be increased by a fixed method written into a site agreement. The agreement must set out the amount of increase, or how it will be calculated and how often the increase will occur. Fixed method increases can be attractive because both the home owner and operator know when site fees will increase and by approximately how much. At least that is how it worked in the past when fixed methods were traditionally either a dollar amount, or a percentage.

The new standard form site agreement provides a number of options for fixed increases including 'other'. We are starting to see the emergence of 'other' methods and some of them are a cause for concern. One fixed method that we have recently been made aware of, and that is being given to home owners in at least two communities contains this fixed method increase:

'Site fees shall be increased by the sum of:'

1. *Any positive change in the CPI; plus*
2. *3.75%; plus*
3. *A proportional share of any increase in costs incurred by the Operator since the calculation of the last site fee increase calculation for the following;-*
   - *electricity and water (net of any amount that has been recouped from Home Owners); plus*
   - *gas; plus*
   - *communication; plus*
   - *rates; plus*
   - *any other Government (federal, State or Local) charges or taxes other than company tax. Plus*
4. *The effect of any change in the rate of GST or similar tax that is included in the site fees.*
5. *The amount of increase resulting from the above calculation will be rounded up to the nearest dollar.*

This method of calculation is complex and it is difficult for a home owner to check whether it has been calculated correctly. It is also impossible for the home owner to plan for the increase because they cannot possibly know the impact of the various factors on their site fees.

Home owners in one community with this fixed method in their agreements have just received their first increase. The calculation is as follows:

Current site fees	**$181.50**
+ increase in CPI 2.4%	**$4.36**
+ 3.75%	**$6.81**
+ Share of major cost increases	**$1.16**
Total increase:	**$12.33p/w**
New site fees:	**$193.83**

The operator provided additional information about the 'major costs' and how they were calculated and also reduced the increase to $10.50 per week. However, home owners who had their site fees increased by notice received a lower increase of $8.50 a week.

The biggest problem for home owners who enter site agreements with fixed method increases is that the increase can never be challenged as excessive, no matter how large it is. Home owners who have signed site agreements containing increases like this one could find that in future years they face increases that they cannot afford but are obligated to pay.

INCREASES BY NOTICE

Home owners who have their site fees increased by notice are entitled to an explanation from the operator regarding the increase. The purpose of the explanation is to enable home owners to assess whether, in their mind the increase is reasonable.

Unfortunately many home owners report that they are being provided with a standard spiel about an increase in the operating costs and which does not enable them to make an informed decision. The NSW Civil and Administrative

Continued on page 17

RESIDENTS' COMMITTEES

Residents' committees are a common feature of residential land lease communities and they have an important role. They can be a voice for residents, a source of information and support and the conduit between the operator and residents of the community. Many committees carry out a number of functions and some have sub-committees for particular purposes, for example to organise social activities. The *Residential (Land Lease) Communities Act* (the Act) sets the rules around residents' committees.

ESTABLISHING A COMMITTEE

It is not compulsory to have a residents' committee in a community and the decision to have one must be made by residents of the community. To establish a committee residents from at least five different sites need to call a meeting and invite all residents of the community, including tenants. At this meeting a vote must be taken and if a majority of those residents who are present vote in favour a committee can be formed.

MEMBERSHIP

The number of members a committee should have is not prescribed in the Act. The size of committees varies according to the size of the community and the level of interest from residents. Communities should aim to have a committee that is big enough to do the work but not so large that it is impossible to get everyone together or make decisions. It is good idea to have an odd number of members to avoid votes being tied.

Committees are usually made up of office holders and ordinary members. The most common offices are chairperson and secretary but some have a president rather than a chairperson and some have vice presidents who can step in when the president is not available. It is up to the committee to determine which offices to have.

Residents of the community elect committee members. Once again, a meeting must be called and all residents invited. Committee members must be residents of the community and be at least 18 years old. They are elected by a majority of residents at the meeting. The term of office holders must not exceed one year but they can be re-elected (usually an unlimited number of times). They can also be removed from office at any time by resolution of the committee.

The operator of the community or a close associate of theirs cannot be a member of the residents committee, even if they are a community resident. A close associate of the operator is a partner or relative, employee or agent (of the operator or of a company of which the operator is a director).

Photo: flickr@greensambaman

PROCEDURES

Residents' committees can determine their own procedures but they function best when these procedures are written. This not only creates transparency, it provides committee members with guidance. Committees can write their own procedures, rules or constitution or adopt one that has already been created which can save a lot of work. NSW Fair Trading publishes model rules for residents committees and these are a good place to start.

DEALING WITH PROBLEMS

At the Tenant's Union we do get positive feedback about residents' committees but most often we hear from residents who are unhappy about the committee in their community. Common complaints are that the committee does the operators bidding rather than representing the residents, that the committee has not been properly elected or that the committee is secretive.

There isn't a straightforward answer to these problems but there are things residents can do when a committee is not operating in the best interests of the residents of the community. The first thing to consider is whether mediation would help to resolve the issues. An impartial mediator may assist the parties to come to an agreement and free services are available from Community Justice Centres. See cjc.justice.nsw.gov.au or call 1800 990 777.

If mediation is not the answer then a new committee may be. If the members of the committee are not representing residents then other residents need to put themselves forward for election. There is no point complaining about how a committee is operating if you are not prepared to do something to improve it.

If the committee meets in secret and no-one knows what it is doing then it is questionable whether it is even a residents committee. In this situation those residents who want a committee should consider setting up a new one. If the new committee follows the process to establish a committee and elect members then it is likely that this would be the legitimate committee rather than the one that meets in secret.

WORKING TOGETHER

It is important to remember that residents committees are supposed to represent the interests of residents. A good committee will consult with residents and take their views on board.

A good committee member can see perspectives and embrace ideas other than their own. A good residents committee can help create a harmonious community and who doesn't want that? •

HOW SITE FEES ARE INCREASED

Continued from page 15

Tribunal (NCAT) found that one such increase notice was invalid when a home owner brought an application. Perhaps if more home owners challenged their notices on this basis operators would be more willing to provide adequate explanations, which may in turn lead to fewer disputes about the level of increase being sought.

The new system of challenging site fee increases requires at least 25 percent (25%) of home owners in the community who received the notice to apply for mediation. Those who have been through this process are, on the whole reaching settlements with only a small number proceeding to the Tribunal.

Mediated agreements can be for future increases as well as the current one and they can also encompass other issues. Commonly, agreements are being made for between two and four years and some include repairs and maintenance that have been negotiated in return for the increases. The operator still has to issue an increase notice each year and both parties are expected to comply with the agreement.

INCREASES IN NEW AGREEMENTS

Another way that site fees are increased is through new site agreements and this is one of the more difficult methods to deal with. The Act provides that site fees in new site agreements must be fair market value. Fair market value is defined as the higher of either the amount the home owner who is selling the home was paying or the site fees payable for sites of a similar size and location in the community. This is pretty clear but what is also clear is that some operators are either not aware of this provision or they are ignoring it.

We reported on this in our last issue of *Outasite* and looked at the case of a home owner who was provided with a site agreement with site fees set at $43 a week above fair market value. That home owner made an application to the Tribunal and reached a conciliated agreement with the operator. But, one of the biggest problems is that many home owners do not realise their site fees are higher than what the law permits.

The Tenants' Union would like to see the Act changed so that site fees in all new agreements are the same as what the selling home owner was paying. After all, those fees have either been reached by agreement or set by the Tribunal and would therefore appear to be 'fair market value'.

BE INFORMED

The best advice we can give to home owners or prospective home owners is to get advice before signing a new site agreement or agreeing to a site fee increase. Tenants' Advice and Advocacy Services provide free advice and in some cases they will advocate for you either with the operator or at the Tribunal. •

ELECTRICITY PROBLEMS?

EWON assists customers experiencing problems with their electricity bills, including those living in residential land lease communities. We investigate complaints about all energy providers in NSW, including land lease community operators who bill their residents for electricity.

Issues we investigate include:

- disputed accounts, high bills
- debts, arrears
- disconnection & restriction
- actions of a provider that affect your property
- reliability of supply
- quality of supply (including claims for compensation)
- connection & transfer issues
- negotiated contracts
- marketing practices
- poor customer service
- solar issues

EWON also links customers to financial and payment assistance programs and provides education to customers to help them stay connected to essential services.

EWON is an independent body – we don't advocate on behalf of customers or represent the interests of the energy providers. Instead, we resolve complaints by working with each party to understand their perspective, and consider relevant laws and codes, good industry practice and what is fair and reasonable in the particular circumstances.

ELECTRICITY SUPPLY IN LAND LEASE COMMUNITIES

Land lease community residents may not get their electricity from individual connections (from street-based poles and wires) and be billed by an electricity retailer. Instead there may be an embedded network within the community, which is the private network that supplies each residence through a single connection point to the street-based electricity supply. With this system, the operator bills residents for their electricity and is known as an exempt seller.

COMPLAINTS FROM PEOPLE LIVING IN LAND LEASE COMMUNITIES

The majority of complaints we receive from land lease community customers relate to the tariff rates they are charged for usage and service availability.

The *Residential (Land Lease) Communities Act 2013* states that an operator must not charge a home owner more than the amount charged by the utility service provider or regulated offer retailer who's providing the service.

In relation to service availability, the operator cannot charge a home owner more than they would have paid if the electricity had been supplied to a small customer under a standard retail contract of the applicable local area retailer at standing offer prices. This amount must be discounted if the supply to the site is less than 60 amps.

COMPLAINTS ABOUT SOLAR ENERGY

Home owners in land lease communities who have solar panels installed may have received high feed-in tariffs under the NSW Government's Solar Bonus Scheme. Since the scheme closed on 31 December 2016, complaints to EWON about the rollout of digital meters have climbed steadily and many households that were in the scheme still don't have a digital meter installed.

"One of our main concerns is that many of the scheme's customers who had received a 20 cent or 60 cent feed-in tariff are no longer receiving any feed-in tariff, leaving many of these customers with either higher bills than they can afford, or diminishing account credit balances which may otherwise have covered winter energy bills," Ombudsman Janine Young said.

EWON has received complaints about installation delays and digital meters not being installed. Customers have also raised a range of other concerns including receiving incorrect advice from their retailer, not getting responses to queries, billing issues and not being advised that a digital meter was going to be installed. EWON is talking to electricity retailers about these issues with the aim of having them addressed by retailers before the digital meter rollout gets into full swing in December of this year.

COMMUNITY OUTREACH

EWON runs a community outreach program to increase awareness of its services and educate consumers about energy and water issues. If you would like to organise a free workshop or presentation for your community please email community@ewon.com.au.

For complaints or enquiries, contact EWON on 1800 246 545 or visit www.ewon.com.au.

WHAT IS THE TENANTS' UNION?

This is the third issue of *Outasite* published by the Tenants' Union of NSW and although many of you know us, some do not. For those who do not, we thought it might be helpful to tell you a little bit about who we are and what we do.

The Tenants' Union (TU) is a community legal centre specialising in residential tenancies law in New South Wales. This includes land lease community law. We acknowledge that many home owners in land lease communities do not identify as tenants but you are tenants of the land. Plus, there are many residents of land lease communities who rent their homes and are therefore tenants in a more traditional sense of the word.

The TU is also the main resourcing body for the Tenants' Advice & Advocacy Services. These services are the frontline services for advice and advocacy and it is our role to support them in that work. We support them by providing back-up advice, research and resources, training, website services and publications.

INFORMATION AND EDUCATION

Generally the TU provides information and education to tenants through publications such as factsheets and newsletters. Our newsletters for residents of land lease communities are *Outasite* and *Outasite Lite* (an electronic newsletter sent out by email).

We manage two websites – one directed at tenants and one specifically for residents of land lease communities:

TU staff supporting the Equal Justice campaign

www.thenoticeboard.org.au. The noticeboard contains lots of information in the form of factsheets that explain land lease community law in straightforward language. You can also find back issues of our newsletters there.

When the law changed at the end of 2015 the TU partnered with Tenants' Services and NSW Fair Trading and delivered free education sessions to land lease community residents throughout the State. We also visited over 100 communities and chatted with residents and operators.

The TU convenes the Residential Parks Forum (see article on page 5). Through the Forum we work directly with members of resident organisations that operate state-wide or in regions, providing information and education to support them in their work.

POLICY AND LAW REFORM

Our policy development and advocacy work is both proactive and responsive. We meet with stakeholders, Ministers and other Government representatives when policies and laws are under review and we tender submissions setting out how we believe the law should be changed to improve the rights and protections of land lease community residents. Recently we published a report on the first year of operation of the *Residential (Land Lease) Communities Act 2013*.

STRATEGIC LITIGATION

An important part of our work is testing the law in courts and tribunals to clarify the rights of residents and ensure that operators follow the law. An example of this is a case we have been working on for five years, assisting eight home owners from Hastings Point with their claims for compensation (see article on the front cover).

In another case we assisted home owners who were issued with occupation agreements under the *Holiday Parks (Long-term casual Occupation) Act 2002*

Continued on back cover

Tenants' Union staff

WHAT IS THE TENANTS' UNION?

Continued from page 19

when they should have been given site agreements. The Tribunal found that the home owners were covered by the *Residential (Land Lease) Communities Act 2013*.

THE PEOPLE

The TU has around 19 (mostly part-time) staff working in various roles, e.g. lawyers, policy, training and communications. We have two specialists working in the area of land lease communities: Paul Smyth (Legal Officer) and Julie Lee.

Paul worked in private practice for over ten years before joining the TU in 2010. He conducts litigation and provides back up advice to staff of Tenants' Advice and Advocacy Services.

Julie was a Tenant Advocate and coordinator of a Tenants' Service before she began specialising in residential parks / land lease communities in 2011. Julie has been at the TU since 2014. She provides back-up advice and is responsible for the production of resources for land lease community residents. •

Get free tenancy advice

Tenants' Advice and Advocacy Services

Eastern Sydney	9386 9147
Inner Sydney	9698 5975
Inner West Sydney	9559 2899
Northern Sydney	8198 8650
Southern Sydney	9787 4679
South Western Sydney	4628 1678
Western Sydney	8833 0933
Blue Mountains	4782 4155
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 Tenants' Advice and Advocacy Services

Greater Sydney	9698 0873
Western NSW	6884 0969
Southern NSW	1800 672 185
Northern NSW	1800 248 913

Outasite editor: Julie Foreman
Phone: 02 8117 3700
Email: contact@tenantsunion.org.au
Websites: tenants.org.au and thenoticeboard.org.au
Address: Suite 201, 55 Holt St, Surry Hills NSW 2010

Want more information? Check out our factsheets for land lease community residents and subscribe to Outasite Lite email newsletters at www.thenoticeboard.org.au