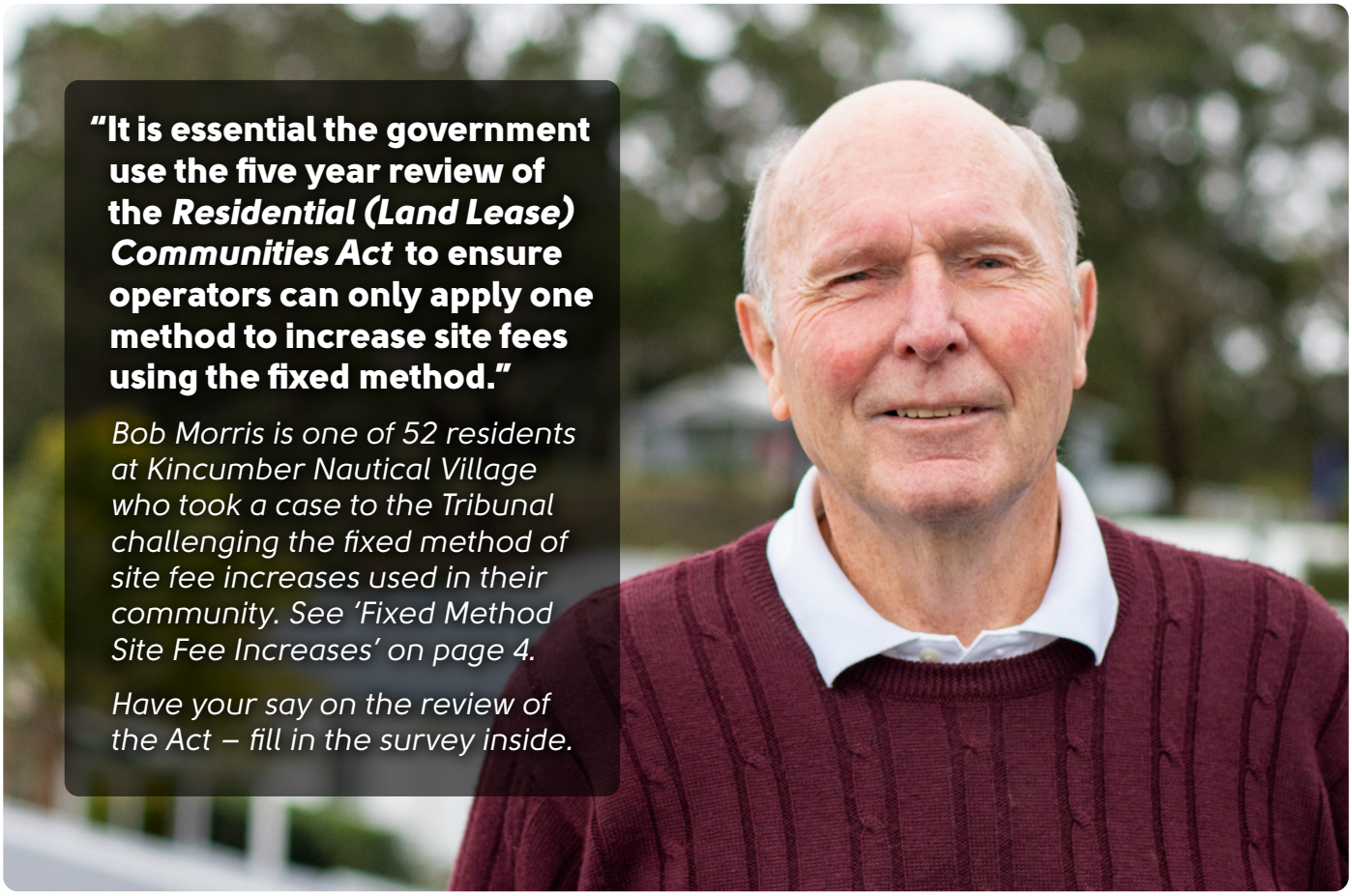
Outasite

TENANTS' UNION OF NEW SOUTH WALES

Land Lease Community News
Issue 6 • August 2020
Survey enclosed



"It is essential the government use the five year review of the *Residential (Land Lease) Communities Act* to ensure operators can only apply one method to increase site fees using the fixed method."

Bob Morris is one of 52 residents at Kincumber Nautical Village who took a case to the Tribunal challenging the fixed method of site fee increases used in their community. See 'Fixed Method Site Fee Increases' on page 4.

Have your say on the review of the Act – fill in the survey inside.

FIVE YEAR REVIEW

At the end of 2020, which has been a very strange year so far, the *Residential (Land Lease) Communities Act 2013* (RLLC Act) is due for review. The RLLC Act commenced on 1 November 2015 and the Minister responsible is required to review the Act as soon as possible after five years from commencement.

Following the review, a report is to be tabled in each House of Parliament within 12 months after the end of the period of five years. If the RLLC Act review proceeds on time, which looks likely, this report would need to be tabled by 31 October 2021.

The purpose of a statutory review of an Act is to determine whether the policy objectives remain valid and whether the terms of the Act remain appropriate for securing those objectives. In this article we delve into the detail of the policy objectives and discuss achievements, failures and what needs to change.

POLICY OBJECTIVES

To determine the policy objectives of the RLLC Act we have to look back to the period prior to

Continued on page 2

Continued from page 1

commencement, when the (now repealed) *Residential Parks Act 1998* was being reviewed and the RLLC Act was in development. In November 2011 the NSW government released a discussion paper entitled *'Improving the governance of residential parks'*. In this paper the government outlined a pre-election commitment to improve the governance of residential parks & strengthen the residential park industry.

When the draft RLLC Bill was released in September 2013 the Minister for Fair Trading at the time stated *"The purpose of the Bill is to modernise the regulatory framework for land lease communities and enhance protection for residents."*

When we look at the RLLC Act itself, the objects include improving the governance and encouraging the growth and viability of land lease communities in the State. The objects also seek to enable prospective home owners to make informed choices and to protect home owners from bullying, intimidation and unfair business practices.

In summary, the RLLC Act sought to encourage industry growth and viability, improve operator conduct, and better protect home owners when operators do the wrong thing.

INDUSTRY GROWTH

Growth and viability are connected. If an industry is viable it is attractive to investors and new or bigger investment leads to growth. Prior to 2011 it was unknown how many residential parks there were in NSW and evidence regarding their viability was anecdotal. In September 2011 the (now repealed) *Residential Parks Act 1998* was amended to require park owners to provide NSW Fair Trading with certain information about their parks. This information was used to create the residential parks register.

In May 2012 NSW Fair Trading published a report profiling the residential parks industry, using information from the register. The report put the number of residential parks at 477, providing a total of 22,478 residential sites, housing 33,632 residents.

The RLLC Act was assented to on 20 November 2013. Since that time, data from the residential parks register shows growth in communities, sites and residents. (See table below.)

The growth and apparent improved viability of the land lease community industry cannot be attributed solely to the RLLC Act but we think it is fair to say the Act has been instrumental in encouraging confidence in the industry.

IMPROVED GOVERNANCE

When it comes to improved governance, unfortunately the RLLC Act appears to have fallen short. Governance in this context is essentially about operator conduct. It is about how operators conduct business in relation to the residents of the community. The government sought to improve operator conduct through the introduction of a negative licensing system and mandatory education for all new operators.

To enable this new regime the RLLC Act contains a number of provisions including rules of conduct for operators. The rules require operators to: have knowledge and understanding of relevant legislation; act honestly, fairly and professionally with all parties in a negotiation or transaction carried out as operator; not engage in high pressure tactics, harassment or harsh or unconscionable conduct; ensure employees comply with the legislation; not misrepresent the nature or effect of a provision of the legislation.

Although they read well, the rules of conduct have proven ineffective. Many home

GROWTH IN LAND LEASE COMMUNITIES

Year	Communities	Sites	Residents
2014	493	22,668	33,834
2016	497	23, 479	34,297
2018	500	23,925	34,694
2020	510	24,500	35,434

owners have complained about breaches of the rules of conduct to the regulator (NSW Fair Trading), however feedback provided to the Tenants' Union is that this has not resulted in improved operator conduct.

Mandatory education for all new operators was also cited by the government as key to improving governance. Again, this objective has fallen short because there is no effective system of providing education or monitoring which operators have participated.

Another tool designed to improve governance is the requirement on the Commissioner for Fair Trading to publish on the internet particulars of enforcement or disciplinary action against an operator. Unfortunately the Commissioner does not currently publish this information.

Poor operator conduct is still a significant issue for many home owners across the State because the measures in the RLLC Act geared towards improving governance have been ineffective. In order to improve governance we need processes to address poor conduct including a proactive approach to compliance and enforcement. This requires a genuine commitment from government to address this issue and have a properly resourced regulator.

PROTECTION OF RESIDENTS

The RLLC Act did bring some improvements to the rights of home owners and enhanced protection in certain areas. The removal of the old principal place of residence test has provided greater security of tenure, and beneficiaries and executors of deceased estates are now clearly covered by the Act.

The RLLC Act improved rights and protections regarding home sales and increased a home owners ability to determine who lives with them. Other improvements are around access arrangements, tree maintenance and greater access to the Tribunal to have a dispute resolved.

Conversely, some prior legislative protections appear to have been diminished rather than enhanced. Examples include: the relaxation of subject matter for community rules; the apparent transfer of site maintenance costs to home owners; the removal of assignment rights; reduced ability to challenge site fee increases; and, increased difficulty to achieve a site fee reduction when services or facilities are withdrawn or reduced.

The RLLC Act has a difficult job to do. It must balance the rights of parties with different interests, and that is not easy. It is unlikely the balance will ever be perfect but, at present the Act seems weighted too heavily in favour of operators and, having facilitated growth and viability, it now needs to tilt back towards better protecting residents.

It is important for land lease community residents to engage with the review process and let the government know what is and what is not working. There are a number of ways to do this including writing a submission and talking with your local Member of Parliament.

The Tenants' Union will be participating in the review and we have already started consulting with residents. If you want to let us know what issues are important to you, please complete the survey in the centre of this magazine, and return it to us by post. Alternatively, you can fill in the survey at tenants.org.au/thenoticeboard/survey. •

"The Act has a difficult job to do. It must balance the rights of parties with different interests, and that is not easy.

"At present the Act seems weighted too heavily in favour of operators and, having facilitated growth and viability, it now needs to tilt back towards better protecting residents.

"It is important for residents to engage with the review process and let the government know what is and what is not working."

HAVE YOUR SAY!

Please fill in our survey on the Act in the centre of this magazine, or online at:

tenants.org.au/thenoticeboard/survey

FIXED METHOD SITE FEE INCREASES

The concept of increasing rent or site fees by a fixed method is not new. Fixed method increases were possible and did happen under the (repealed) *Residential Parks Act 1998*. What the *Residential (Land Lease) Communities Act* (RLLC Act) introduced is specificity regarding what a fixed method may be, and that is what we examine in this article.

The RLLC Act provides that site fees may be increased by a fixed method which may be either:

(i) by fixed amounts, or

(ii) by a fixed calculation (for example, in proportion to variations in the Consumer Price Index or in the age pension).

The standard form site agreement, found at Schedule 1 of the *Residential (Land Lease) Communities Regulation*, sets out options that may be used for a fixed method site fee increase. The site agreement clearly states that only one option may be chosen; then lists the options as:

- in proportion to variations in the CPI
- by $ ___
- by ___ %
- by ___ % of the increase to the single / couple (cross out whichever is not applicable) age pension, each time the pension increases
- other (specify)

The provision and intention of the provision seem pretty clear – choose one of the options listed, but only one.

OTHER, SPECIFY

Some operators appear unhappy with the prescribed choices and prefer to demonstrate their creativity by choosing 'other' from the list and devising their own method. One of these methods has become quite common and is now in use in a number of communities. It looks like this:

> 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
>   - communications; 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
>
> Rounded up to the nearest dollar.

The thing that immediately jumps out is that this method includes two of the options that are clearly intended to be only available as a single option – variations in the CPI and the percentage.

If we take a step further back and consider what the RLLC Act says about how site fees may be increased under a fixed method, we see that it is either by fixed amounts or a fixed calculation. A fixed calculation means one calculation and the Act provides the examples of "*in proportion to variations in the Consumer Price Index or in the age pension.*" In the method above there are a number of calculations, not just one.

Given these observations, the question has to be asked – is this fixed method lawful? We think the answer is 'no' but ultimately only the Tribunal or a court can decide and as far as we are aware, the question had never been put – until recently.

KINCUMBER NAUTICAL VILLAGE

The method of increase cited above (in the grey box) has been used by the operator of Kincumber Nautical Village (KNV) since 2016. Each year the method has produced increases far higher than the increases offered by the operator to home owners on the site fee increase by notice method.

In 2018 one home owner, Bob Morris, raised concerns about the method and asked the operator to consider making some changes. This led to a series of meetings between Mr Morris and the operator, and later the residents committee and operator. In September 2019 the operator decided that he would not make any changes to the fixed method.

Bob Morris, Kincumber Nautical Village home owner and representative:

In October 2019 fifty-two home owners from KNV made applications to the NSW Civil and Administrative Tribunal (NCAT) challenging the fixed method. The applicants argued the method does not comply with the RLLC Act, that it is uncertain under contract law, and that it is an unfair term under the Australian Consumer Law.

Bob Morris was elected to represent the home owners and the case was heard on Tuesday 28 April by telephone hearing. The Tribunal reserved its decision and at the time of going to print it has not been handed down.

PALM LAKE

In December 2019, the Tribunal made decisions regarding fixed method increases at two Palm Lake Resorts on the Tweed River.

The two communities have the same operator but the fixed method of increase was slightly different in each community. In *'Metcalfe'* the fixed method increase term provided that site fees would increase each year "*by an amount equal to the increase in CPI or 3%, whichever is the greater.*"

In *'King'* the term provided that site fees would increase each year "*by an amount equal to the increase in CPI or 3.5%, whichever is the greater.*"

Home owners in both communities challenged the method of increase on the basis that the RLLC Act at section 66(2) states:

> *A site agreement must not provide that the site fees may be increased by more than one fixed method. If more than one method is specified, the method that results in the lower or lowest increase of site fees is the applicable method.*

The home owners in both cases were successful – the Tribunal found that site fees must be increased by the method that produces the lowest increase. The operator has now appealed the Tribunal decisions in both matters and they will be heard by the Appeal Panel later this year. •

"When I first moved in I didn't realise what the fixed method site fee increase would mean. When it became clear, I tried to negotiate with the operator. Unfortunately that was unsuccessful, so we applied to the Tribunal.

"I believe the intention of the Act is very clear in relation to how fees may be increased. So I am hopeful that the Tribunal will deliver a fair outcome for all parties.

"My thanks to the Tenants' Union, and Julie Lee and Paul Smyth in particular, for tremendous help in the Tribunal process."

For updates on this story, subscribe to 'Outasite Lite,' our email newsletter, at:
tenants.org.au/thenoticeboard

FAIR MARKET VALUE

POWER IMBALANCE AND UNFAIR BUSINESS PRACTICES

This article is not about home sales, although that is what gives rise to the issue, it's about site fees and site fee increases. Fair market value appears in sections 109 and 111 of the *Residential (Land Lease) Communities Act 2013* (RLLC Act) and is a small but important provision that sets an upper limit on site fees in new site agreements when a home has been sold by one home owner to another.

Fair market value is the higher of either the site fees payable by the home owner who is selling the home, or the site fees payable for residential sites of a similar size and location within the community. It seems very straightforward, but in reality the provision has been ineffective and site fees are often set much higher than fair market value. Over time this practice lifts the site fees in a community to higher and higher levels, yet there is no scrutiny over these increases.

The Tenants' Union has been concerned about the fair market value provisions since the Residential (Land Lease) Communities Bill was drafted. Unfortunately, since the Act commenced our fears have been realised and the problem we anticipated has become very real and very common. We have written articles about fair market value and we have raised it with government. We have also supported home owners to take disputes to the NSW Civil and Administrative Tribunal (NCAT).

In 2017 a home owner did take her dispute to NCAT when her site fees were set $43.00 per week above fair market value. The matter was settled, her site fees were reduced and she received a refund of almost $3,000 in overpaid site fees. As far as we are aware, no other home owner has taken a s109 dispute to the Tribunal until recently.

Ian Finlayson is an advocate with the Port Stephens and Affiliated Park Residents Association. He lives at Myrtle Glen and assists home owners to sell their homes when they want to move on. Ian started to take notice of the site fees in new site agreements given to purchasers and it became clear site fees were not being set at fair market value. One new home owner, Philomena Tait, purchased a home from a home owner who was paying $183 per week. The site fees in the site agreement given to Philomena by the operator were $201 a week. When this was raised with the operator their response was that $201 was fair market value.

Philomena said "*I love my home, neighbours and our village. When I was getting ready to purchase my home I expected to be paying the same or slightly more than the previous owner. I was shocked when the park operators put the site fees up 9.8% considering all my neighbours' site fees were far less than mine. By then, I had already sold my home and was committed to the move.*"

Philomena Tait and Ian Finlayson

Philomena was prepared to stand up for her rights and Ian assisted her to make an application to the Tribunal. He also represented her at the hearing. Ian presented evidence to the Tribunal that site fees for sites of a similar size and location within the community ranged between $183 and $189 per week.

The operator presented evidence of only one site in the community with site fees of $201 per week, the amount they claimed was fair market value. The operator argued that the correct consideration for setting new site fees was market value,

Ian Finlayson and Philomena Tait

"I love my home, neighbours and our village. When I was getting ready to purchase my home I expected to be paying the same or slightly more than the previous owner. I was shocked when the park operators put the site fees up 9.8% considering all my neighbours' site fees were far less than mine. By then, I had already sold my home and was committed to the move".

– Philomena Tait

which enables the operator to increase the site fees in a new site agreement to any level the purchaser is willing to accept. The Tribunal rejected that argument and said it did not agree the intention of the legislators when they drafted section 109 was to allow the park operator to negotiate a new site fee only fettered by fair market value as proposed by the operator.

The Tribunal referenced principles of statutory interpretation which say that any particular section of an Act is to be read in context of the part of the Act in which it falls overall, and objectives of the Act in entirety. The Tribunal noted that "*any purchaser of a home is motivated by the fact they may pay site fees at the same rate paid by the vendor. Such a purchaser is in a vulnerable position in negotiations with the operator if the operator has an unfettered right to increase site fees.*"

The imbalance of power noted by the Tribunal is the reason section 109 is such an important provision. Without the protection section 109 is meant to provide, new home owners have to pay whatever an operator demands or withdraw from the sale and look for a home elsewhere.

In *'Tait'* the Tribunal went on to consider Part 10 of the Act more broadly and referred to the duty of an operator not to cause or permit any interference with, or any attempt to interfere with a home owner's right to sell a home. The Tribunal said that it is obvious "*the value of the home is highly impacted by the nature of the site agreement for the new resident. If the operator could increase the site fee markedly for the new owner beyond the confines of section 109 that would impact on the old owner's ability to sell the home.*"

The Tribunal found that fair market value in Philomena Tait's case was a site fee of $189 per week.

However, that was not the end of the matter. The operator appealed the decision of the Tribunal, again challenging the meaning of fair market value. At the hearing the two-member Appeal Panel asked a number of questions before suggesting the parties consider coming to an agreement. The operator consented to accept the original decision of the Tribunal that the site fees would commence at $189 per week. This was a positive outcome for Philomena Tait, and for all new and prospective home owners.

Ian Finlayson told us *"This is the fourth section 109 application I have done and if the intention of the original drafters of the legislation was made clearer none of these applications would have been necessary."*

In the review of the RLLC Act later this year the Tenants' Union will be pressing for an amendment to sections 109 and 111. Fair market value should be whatever the selling home owner is paying – that is the amount determined either by agreement between the parties or by the Tribunal the last time site fees were increased. Any site fee increase at the point of entering into a site agreement is both opportunistic, and unfair. •

HOW DID WE GET HERE?

A BRIEF HISTORY OF TENANCY LEGISLATION IN RESIDENTIAL PARKS

With the review of the *Residential (Land lease) Communities Act 2013* due to commence at the end of the year we thought it would be interesting to take a look at the history of tenancy legislation in residential parks in NSW.

The earliest record of any legislation regarding tenancies in caravan parks appears to be in the *Landlord and Tenant (Amendment) Act 1948*. Special provisions were included in this Act to control the rents of caravans and sites. The Rent Controller was given the power to publish the maximum allowable rents for caravans or sites in various parts of the State. In the second reading speech on 5 November 1952, the then Attorney General Mr Martin said *"In certain localities in this State caravans are let to people for more or less permanent habitation at quite exorbitant rentals. This is common practice. ... Also exorbitant rentals are being demanded for the land on which these caravans are stationed and this is another feature of the problem."*

Almost seventy years later exorbitant site fees are still an issue – if only we still had the Rent Controller. It is believed the rent control provisions were never used; they were deleted from the Act in 1987.

On 1 December 1986 Ordinance No. 71, made under the *Local Government Act 1919*, came into force. Ordinance No. 71 introduced a licensing system for caravan parks and legalised caravan park living for the first time in New South Wales.

In October 1989 permanent residents were provided with tenancy rights through the *Residential Tenancies Act 1987*. This legislation was written for the more conventional landlord/tenant relationship but was amended to also cover park residents. Many felt the Act fell short as it failed to address issues such as security of tenure, park rule disputes and the sale of homes on-site.

In an attempt to address some of these concerns the government introduced the *Mandatory Code of Practice for the Caravan/Relocatable Home Park Industry*. Primarily the Code covered: disclosure of information; a mechanism for resolving park rule disputes; and quiet enjoyment. The Code was meant to compliment the provisions in the *Residential Tenancies Act 1987* and was enforceable through the *Fair Trading Act 1987*. It commenced on 30 March 1992.

Concurrent amendments were made to the Residential Tenancies Act including: to extend the minimum notice period for no cause terminations from 60 to 180 days; provide access to the Tribunal regarding park rule disputes; and prevent the park owner from unreasonably refusing consent to the assignment of a tenancy agreement in certain circumstances.

Ordinance No. 71 was repealed in 1993 with the commencement of the *Local Government Act 1993*. Under section 68 local council approval is required to operate a caravan park or a manufactured home estate (land lease community).

THE OPPOSITION

In 1994 Deirdre Grusovin, MP, Member for Heffron and Shadow Minister for Housing responded to calls for separate legislation for park residents. She drafted and circulated a working paper in May 1994 to facilitate discussion and seek input into a Bill that would be put forward by the State Opposition.

Deirdre Grusovin

On 3 August 1994, Deirdre Grusovin briefed the Shadow Cabinet and Caucus regarding the need to separate tenancy legislation for caravan parks, and recommended the preparation of a Private Members Bill to specifically address:

- security of tenure for park residents
- premiums and commissions on the sale of homes where the park owner performs little or no work regarding the sale
- the charging of visitors fees
- the method of charging for power and water where the services are not separately metered.

The *Residential Tenancies (Relocatable Homes) Bill 1994* was presented to Parliament by the Opposition on 27 October 1994. Debate was adjourned by Mr Downy, Minister for Sport, Recreation and Racing.

THE GOVERNMENT RESPONSE

The Parliamentary Secretary for Housing and Planning, Don Page MP, was obviously feeling the pressure and in July 1994 he put out a media release calling for the government to introduce special legislation to cover tenancy arrangements

for caravan parks, village and mobile home parks.

The government responded and in late July, meetings were held with the industry association and park resident groups, alongside a commitment to review the legislation.

In September 1994 the government released a Discussion Paper entitled 'Review of Tenancy Legislation Affecting Permanent Residents of Caravan Parks and Manufactured Home Estates.' The main discussion points were: security of tenure; rent increases; park rules; tenancy agreements; fees and charges; the role of the Tribunal; and abandoned goods. Interested Groups and parties were invited to make submissions on the issues covered by 18 October.

The government introduced the *Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment Bill 1994* to Parliament in November. It was assented to on 12 December 1994. This was not a new Bill however; it was a Schedule to the *Residential Tenancies Act 1987* (Schedule 3).

The *Residential Tenancies (Caravan Parks and Manufactured Home Estates) Amendment Act 1994* removed no grounds termination notices for residents who owned their dwelling and introduced specific grounds for termination. The Act also provided for compensation for termination or relocation where the resident was not in breach.

On 31 August 1995 the *Residential Tenancies (Moveable Dwelling) Regulation 1995* commenced. It was the first separate Regulation for tenancies in caravan parks.

The *Residential Tenancies Amendment Bill 1996* made further amendments to the *Residential Tenancies Act 1987* regarding compensation for termination or relocation.

SEPARATE LEGISLATION

In September 1997 the Department of Fair Trading published an Issues Paper – 'Tenancy Issues of Concern to Residents of NSW Caravan Parks and Manufactured Home Estates.' It set out possible options to address concerns regarding: rent increases; dispute resolution and the Tribunal; the uncooperative attitude of park owners; water and electricity charges; park rules; local government issues; and, pre-purchase arrangements.

The outcome of this review was published in February 1998.

In October 1998 The Residential Parks Bill Exposure Draft was released. The object of the Bill was to set out the basic rights and obligations under the residential tenancy agreements of residents and park owners of residential parks (caravan parks and manufactured home estates).

The *Residential Parks Act 1998* was assented to on 8 December 1998 and commenced on 1 March 1999.

The *Residential Parks Regulation 1999* followed and also came into effect on 1 March 1999.

The *Residential Parks Amendment Regulation 2000* made a number of amendments to the previous Regulation including prescribing additional subject matter for park rules; how a park owner was permitted to deal with abandoned goods; and dealing with certain fees and charges.

In 2004 the review of the Residential Parks Act commenced with submissions to be made by 16 August.

Following the review, the *Residential Parks Amendment (Statutory Review) Act 2005* introduced changes including: additional disclosure requirements; providing that oral tenancy agreements would be taken to include all standard terms; preventing termination notices being issued for change of use where development consent is required, unless consent has been obtained (under the *Environmental Planning and Assessment Act 1979*); extending the period for vacation for termination for change of use from 180 days to 12 months; and, further amending the compensation provisions for termination and relocation.

In July 2006 the government released a Regulatory Impact Statement on the *Residential Parks Regulation 2006* and a public consultation draft of the Regulation. The new Regulation commenced on 1 September 2006.

After 2005 only minor amendments were made to the *Residential Parks Act 1998* until 2011 when the *Residential Parks Amendment (Register) Act 2011* introduced the residential parks register.

Shortly afterwards, in November 2011 the government commenced what turned out to be the final review of the *Residential Parks Act 1998* with the release of the discussion paper 'Improving the governance of residential parks.' It was this review that led to the current Act, the *Residential (Land Lease) Communities Act 2013*, which commenced on 1 November 2015. •

HUMMMMM

Just when we think it's all over a brand new electricity conundrum pops up. This time the question is whether an operator can stop providing electricity to home owners through the embedded network, and effectively force those home owners to contract with a particular energy retailer. In three land lease communities that we are aware of, this exact situation has been unfolding.

It appears the operators of these communities no longer want to on-sell electricity. At least one operator has specifically cited the 'Reckless' method as being the reason. It is important to note that it was the Land Lease Industry Association who engaged and instructed the Energy Expert (Ms Petkovic) who came up with the 'Reckless' method when in our view there were alternative methods available that were far simpler and fairer to both parties.

Electricity pricing for people supplied through an embedded network is a long-standing contentious issue. Customers within embedded networks are rarely able to access retail energy markets and therefore unable to shop around for the best prices. Prior to the commencement of the *Residential (Land Lease) Communities Act 2013* (RLLC Act) home owners in land lease communities could be charged the local standing offer rate (the highest rate anyone is charged in NSW) for usage, plus a service availability charge (SAC). The RLLC Act limits the charge to what the operator is charged by their retailer however, it wasn't until the issue was litigated up to the Supreme Court of NSW that operators accepted that fact and the 'Reckless' method was born.

In the communities where operators have decided they no longer want to on-sell electricity they have given over their embedded networks to Hum Energy, an electricity retailer. Hum has written to each home owner and offered a Market Retail Energy Contract. The usage prices are lower than the standing offer rate but there is also a daily supply charge, leading to an average increase in energy charges of around $500 a year per household when compared to 'Reckless'.

Home owners have been advised by Hum that if they do not sign the offered supply agreement they will be charged standing offer rates.

A number of home owners from these communities contacted other electricity retailers to seek a better deal, however no other retailer would agree to supply electricity through the embedded network. Home owners have effectively been moved from one monopoly to another.

WHY CAN'T HOME OWNERS ACCESS THE RETAIL MARKET?

In an embedded network electricity is supplied by an energy retailer to the 'parent' smart meter. It is then on-supplied through the network to a series of 'child' accumulation meters – the meters that measure the electricity used by home owners. These meters do not usually meet the required standards and are not registered with the National Metering Database, which is why energy retailers are unlikely to agree to supply. Home owners can go on to the energy market but this requires an Embedded Network Manager to be engaged, the meter to be upgraded and the site to be registered with the energy market. Not only is this quite a process it is likely the home owner will have to pay for the new meter and that could result in the loss of any benefit from lower priced electricity.

HOW CAN HUM SUPPLY ELECTRICITY?

Hum is able to supply electricity through the embedded network because they are the account holder for the 'parent' meter. They have replaced the operator as the wholesale purchaser and supplier to the embedded network.

WHAT ABOUT CHARGES?

The RLLC Act does not apply to the contracts between Hum Energy and home owners because Hum is an energy retailer. The Act only applies where the operator is on-selling electricity to home owners. Those home owners who are now supplied with electricity by Hum Energy have lost the benefit of the limits on charges provided through the Act.

OPTIONS FOR HOME OWNERS

A number of home owners made complaints to the Energy and Water Ombudsman of NSW (EWON) about the transfer of their accounts to Hum Energy. EWON have been in discussion with NSW Fair Trading and they have determined that neither the operator nor Hum Energy have broken any rules or the law.

Many home owners do not want to sign with Hum and are resisting being transferred to the retailer. It is possible however that these home owners could have their supply disconnected unless a solution can be found.

The Tenants' Union has been working alongside two Tenants' Advice and Advocacy Services regarding options for home owners in this situation. At the time of going to print a number of home owners are considering applications to the NSW Civil and Administrative Tribunal (NCAT) and we are advising on those applications.

As stated in other articles, the review of the RLLC Act is due to commence at the end of the year and there is no doubt electricity charges will be a key area for review. The Tenants' Union will be pressing for a simpler charging system that provides reasonable prices for home owners, discounted supply charges for inferior amperage (strength of electricity current) supply, and sufficient profit for operators to maintain the embedded network.

If you're affected by this issue ensure you have your say in the review. •

SURVEY

HOME OWNER SURVEY: RESIDENTIAL (LAND LEASE) COMMUNITIES ACT 2013

The *Residential (Land Lease) Communities Act 2013* (RLLC Act) is the law that governs the relationship between those who live in, and those who operate land lease communities in New South Wales. It is due for review at the end of 2020.

The Tenants' Union of NSW is seeking residents' views about how the RLLC Act works for you, and what you would like to see changed. The information you give will help us develop a clear picture of the issues.

Please answer all questions as honestly as possible and leave out any that do not apply. The information you provide will remain confidential to the Tenants' Union and will only be referred to in general terms in reports and submissions.

When you have completed the survey, please pull it out, place it in a stamped envelope and post it to: **Tenants' Union of NSW, Suite 201, 55 Holt Street, Surry Hills, 2010.** Alternatively, we welcome you to do the survey online: **tenants.org.au/thenoticeboard/survey**

Personal knowledge

1. How much do you know about your rights and responsibilities under the RLLC Act?

☐ Nothing ☐ A little ☐ A reasonable amount
☐ I am well informed

Background

2. What type of community do you live in?

☐ Residents / home owners only ☐ Mixed residential and holiday

3. What is the name of your community?

4. Who is the operator of your community?

Operation and management

5. Who manages the community on a day to day basis?

☐ Owner / operator ☐ Manager
☐ Other employee ☐ No on-site staff

6. How many hours each week is there a person on duty/staff in the office at the community?

7. In your view, is the management arrangement suitable to the needs of your community?

☐ Yes ☐ No

Community operators

8. How do you rate your operator's knowledge and understanding of the law?

☐ Very knowledgeable ☐ Quite knowledgeable
☐ Limited knowledge ☐ Unable to say

SURVEY

9. Have you ever been concerned about the conduct of the operator or an operator's employee?

☐ Yes ☐ No

If yes, tell us briefly what happened:

10. Have you ever made a complaint to Fair Trading about the operator or an operator's employee?

☐ Yes ☐ No

If the answer is yes, briefly state the nature of the complaint:

11. Were you kept informed regarding the process and outcome of your complaint?

☐ Yes ☐ No

12. Do you think your complaint was treated seriously?

☐ Yes ☐ No

13. Were you happy with the outcome of your complaint?

☐ Yes ☐ No

Reason:

Site fees and site fee increases

14. What is your weekly site fee?

$ .....

15. Are your site fees increased by notice or fixed method?

☐ Notice ☐ Fixed method

16. How much per week was your last increase?

$ .....

17. Have you ever been part of a challenge to a site fee increase?

☐ Yes ☐ No

18. Thinking about the last site fee increase challenge – were you able to reach agreement about the increase through mediation?

☐ Yes ☐ No

19. If the dispute proceeded to the Tribunal, was the increase found to be excessive?

☐ Yes ☐ No

20. When someone buys a home from another home owner do you think the buyer should pay the same site fees as the seller was paying or higher site fees?

☐ Same as the seller ☐ Higher

Reason:

Utility charges

21. Which, if any, utilities do you purchase from the operator?

☐ Water ☐ Electricity ☐ Gas

22. How many amps of electricity are supplied to your site?

..... AMPS ☐ I don't know

23. If you purchase electricity from the operator do you pay a separate service availability charge?

☐ Yes ☐ No

Community rules

24. Do you think the community rules for your community are clear, fair and reasonable?

☐ Yes ☐ No

25. Are the community rules enforced fairly and consistently in your community?

☐ Yes ☐ No ☐ I don't know

26. Do you think a majority of residents (for example 75%) should have to agree to any new rules or changes to a rule before they can be introduced?

☐ Yes ☐ No

27. Does your community have an age restriction rule? E.g. occupants to be at least 50 years of age.

☐ Yes ☐ No ☐ I don't know

28. Do you agree with age restriction rules in land lease communities?

☐ Yes ☐ No ☐ I don't know

Residents committee

29. Does your community have a residents committee?

☐ Yes ☐ No ☐ I don't know

30. If yes, does the residents committee liaise effectively between residents and operator?

☐ Yes ☐ No ☐ I don't know

Key issues for review

Please tell us 3 things you would like to see improved through the review of the RLLC Act:

1.

2.

3.

Thank you for filling in this survey.

If you would like to receive a summary of the Tenants' Union report on the RLLC Act, please provide your email or postal address:

Email: .....

Postal address: .....

SHIFTING SANDS

It is fair to say that land lease living is a unique arrangement. The community aspect is attractive to many people but when you own a home that sits on land owned by another party, you cannot be sure that the land use won't change.

HOW CAN LAND USE CHANGE?

The actual land itself is unlikely to change, however it's designated use can. Most commonly we see this when a community operator changes a residential site from long-term to short-term, or vice versa. This can be done by a simple amendment to the approval to operate, which is issued by the local council under section 68 of the *Local Government Act 1993*. Neither the operator or the council is required to notify anyone about the change and affected home owners usually don't find out until later.

Local Government Regulations provide that short-term sites cannot be used as residential sites – their intended use is for short breaks and they are often referred to as holiday sites. Currently the *Residential (Land Lease) Communities Act 2013* (RLLC Act) enables an operator to give a home owner a termination notice if they are occupying a short-term site, even though the site may have been long-term when they entered in to a site agreement with the home owner.

The above scenario is very real and has caused problems for many home owners. What is also real is that a land owner can change the nature of a whole community without any of the home owners knowing.

LAKELINE

Lakeline is a community in the Illawarra that was for many years part community scheme and part residential park. Many of the

home owners have residential site agreements and they and the operator have always conducted themselves according to residential parks legislation. Until recently.

In 2018 representatives of the residents committee made an application to the Tribunal regarding access to the community facilities. At the first hearing the operator's legal representative claimed the Tribunal did not have jurisdiction to hear and determine the dispute because the community was not a land lease community. This was the first time this had ever been raised and, rather than have the Tribunal decide the issue when they were unprepared, the applicants withdrew their application in order to seek legal advice and conduct their own investigations.

Title searches revealed that over a number of years the land owner had indeed changed the land use to that of a neighbourhood scheme through a series of development consents. This means the home owners can no longer use the RLLC Act as a framework for resolving disputes. They have been placed in an uncertain legal position without any of them being aware that it was occurring.

COOLAH HOME BASE

Meanwhile in another part of the State home owners were shocked to discover their company title scheme had been changed back into a land lease community without their knowledge. The home owners were presented with residential site agreements and a large site fee increase and told they could either agree or leave. The home owners are currently receiving legal advice and assistance regarding their situation.

SECURITY OF TENURE

What these examples demonstrate is that when someone owns a home, but not the land on which that home sits, security of tenure is tenuous. Planning laws and approval processes are not designed to take account of anyone other than registered land owners, and that means home owners who do not own the land are vulnerable. NSW is currently designing a 20-year housing strategy and a strategic plan for the use of Crown Land – both of which consider the expansion of land lease community living. It is our view that security of tenure needs to be addressed as part of these strategies so that moving forward home owners are better protected.

COMMUNITY RULES

We could write three or four articles about community rules and still not address all of the confusion and questions that arise out of Part 8 of the *Residential (Land Lease) Communities Act* (RLLC Act). We have written articles before on this subject and no doubt will write more in the future, but in this article we are going to focus on compliance with community rules.

The RLLC Act enables written community rules to be made about the use, enjoyment, control and management of a community. The community rules must be fair and reasonable and clearly expressed.

Compliance with community rules is required by the residents, owner and operator of a community.

Additionally, each resident must use reasonable endeavours to ensure any occupants living with them and anyone else they invite into the community also complies with the community rules.

The operator must use reasonable endeavours to ensure compliance with the community rules by all residents and occupants, employees and anyone else the operator invites into the community.

It is abundantly clear that anyone who is in the community as a resident, owner, operator or employee, occupant or guest is required to comply with the community rules. Unless this were the case, community rules would not only be unfair they would be meaningless. Taking speed limits as an example – a community rule setting a speed limit would be pointless if only some people had to comply and others could drive at whatever speed they chose. The community would be unsafe regardless of the community rule, rendering the rule futile.

Noise is another example. Many communities have a community rule requiring all excessive noise to cease by a certain time of night. But if the rule does not apply to everyone it may as well not exist because there will be noise from those who are not required to comply.

We think the RLLC Act provides a clear and sensible approach to compliance with community rules. Why then, is this such a vexed area when it comes to certain rules? We are of course talking about age restriction rules – rules that say a home owner must not permit anyone under a certain age to occupy the premises.

The Tenants' Union recognises that many home owners choose to live in land lease communities for the lifestyle, to live with like-minded people of a similar age. But, when a community provides holiday accommodation alongside residential accommodation it is our view the Act requires, and it is fair and reasonable, that there is just one set of rules that apply to everyone.

Many operators disagree and believe they can have rules that apply only to residents, such as an age restriction, or a no pets rule. This very situation arose at Tweed Billabong in 2019 when the operator notified home owners that they would be introducing a new community rule that would restrict the occupants of residential sites to persons of at least 55 years of age.

Tweed Billabong is a mixed-use community with 172 sites and extensive common areas and facilities including a waterpark, children's play areas and a lake. Of the 172 sites, 66 are long-term and 106 are tourist sites. The residential area is not separated from the tourist area.

The operator was clear that the proposed community rule would apply only to home owners, which made little or no sense to some of them. Home owners and anyone living with them would have to be at least 55 years of age but the occupants of the cabin next door or in the next street could be of any age. Not only does the rule make no sense in such a mixed-use community, it is manifestly unfair. Home owners would not be able to have their grandchildren living with them but the community is filled with children during school holidays and at weekends. Like rules about speed limits and noise – this rule makes no sense and is unfair if it does not apply to everyone in the community.

THE TRIBUNAL

The residents committee organised meetings of home owners and met with the operator regarding the proposed rule but the operator refused to reconsider. In October 2019 a home owner made an application to the NSW Civil and Administrative Tribunal (NCAT) seeking an order that the rule be set aside.

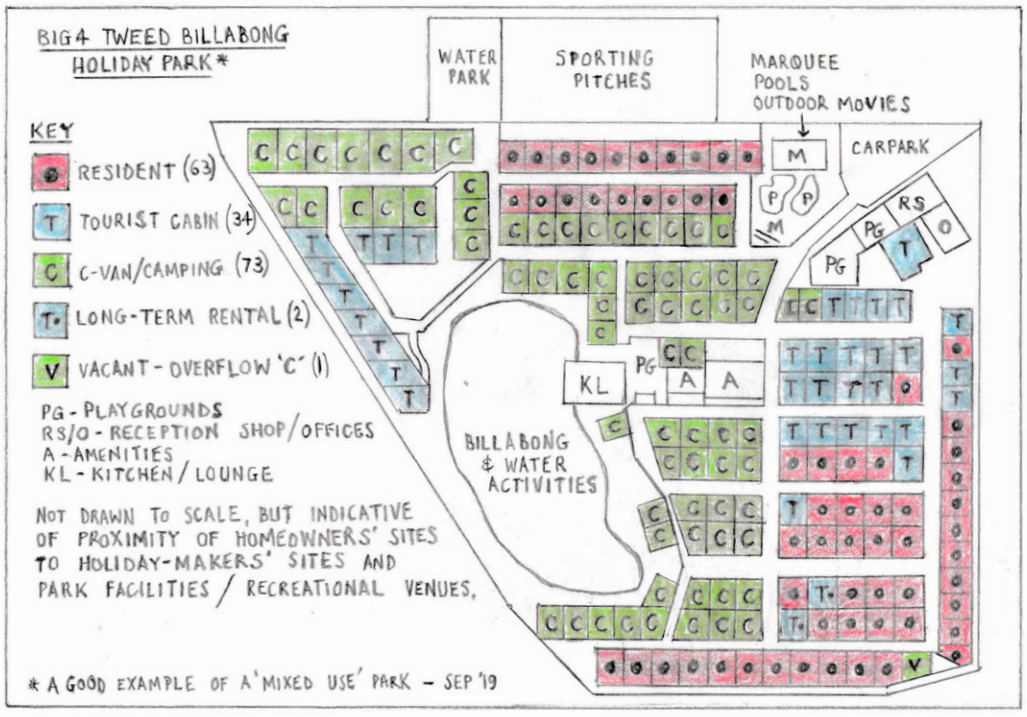
At the hearing the home owner was represented by Sandy Gilbert from the Tweed Residential Park Homeowners

Association. Ms Gilbert argued the proposed rule was not fair and reasonable, not clearly expressed and was inconsistent with anti-discrimination law. The matter was heard on 4 February 2020 and on 13 March the Tribunal handed down the decision. The Tribunal found the proposed rule is inconsistent with the *Anti Discrimination Act 1977* (NSW) and not fair, nor reasonable, nor clearly expressed as required by the RLLC Act. The rule was set aside.

"The Tribunal found the proposed rule is inconsistent with the Anti Discrimination Act 1977 (NSW) and not fair, nor reasonable, nor clearly expressed as required by the RLLC Act. The rule was set aside."

The operator appealed the decision of the Tribunal and the Appeal Panel heard the matter on Thursday 18 June 2020. The decision is reserved – still to be handed down. •

For updates on this story, head to our website, or subscribe to our email newsletter – 'Outasite Lite.' We send it about every two months. See tenants.org.au/thenoticeboard



Above: *Map of Tweed Billabong. Note the close proximity of homeowner sites to tourist sites, as well as the recreational activities available in the park.*

Below: *Photos from the Big4 and Tweed Billabong Holiday Park websites. These photos highlight the range of recreational activities available, and the popularity of the park with families both young and not-so-young at heart.*








CAN EWON HELP?

By the Energy & Water Ombudsman NSW

If your residential park operator sells or provides energy to residents through an embedded network, it is required to be a member of the Energy & Water Ombudsman NSW (EWON).

In 2017, the Australian Energy Regulator's (AER) amended its exempt selling and network guidelines to require exempt entities that sell or supply energy to residential customers to be a member of the energy Ombudsman scheme in their state or territory.

The changes mean that these customers now have the same level of consumer protections that customers of authorised retailers do. This is a great outcome for park residents and one EWON and other state energy Ombudsman offices had been calling for. Before that, customers who received electricity through an embedded network operated by an exempt entity could come to EWON, but our decisions were not binding on operators.

We began taking exempt entity membership applications on 1 July 2018 in response to the changes. We now have 63 residential park members covering 89 sites with 5,074 residential customers.

BENEFITS OF BEING AN EWON MEMBER

The AER guidelines and the EWON membership agreement require exempt entities to:

- have a set of procedures for handling complaints and disputes
- provide a copy of the procedures to customers
- ensure its complaint handling procedures are consistent with the Australian Standard AS ISO 10002:2014 Guidelines for complaint management in organisations.

Residential park operators are required to let customers know about their internal complaint handling service and EWON's dispute resolution services. We have templates and suggested wording they can use when providing this information to customers. Our template complaints policy has been very popular with residential park members, with over 95% adopting the template.

We also support members in the ways outlined below:

- **Internal Dispute Resolution.** Working with members to ensure they have appropriate processes in place to deal with complaints.
- **Reporting.** Providing regular information about complaint numbers and the issues underpinning them.
- **Systemic issue identification.** Monitoring and advising on any systemic complaint issues to help members reduce complaints.
- **Hosting forums.** Providing opportunities for members to gain insights by meeting and engaging with their peers and consumer representatives.
- **Complaint referrals.** Resolving complaints referred to us by members.
- **Engagement and education.** Operating an extensive customer outreach and education program and working with vulnerable customers to address problems before they become complaints.
- **Policy development.** Drawing on complaints data and outreach and stakeholder engagement to influence government policy for the benefit of members and customers.

- **Governance.** Members play an important role in EWON's governance by participating in our AGM, Consultative Council Meetings, Operational Advisory Group and as Industry Directors on the EWON Board.

COMPLAINTS FROM PARK RESIDENTS

We have been monitoring and publishing information about complaints from embedded network customers for some time. Our EWON Insights Complaints Analysis quarterly reports provide an overview of complaints we received during the quarter. You can find these reports in the publications section of our website: ewon.com.au

Here's example of the types of complaints we receive from park residents:

CASE STUDY

A customer attended an EWON Bring Your Bills Day in Woy Woy. She was living in a residential park and experiencing difficulties paying the electricity bill from the park operator. She owed around $180 and wanted to know if there was any payment assistance available to her. We informed the customer that the NSW government's Energy Accounts Payment Assistance (EAPA) scheme does not extend to customers living in embedded networks such as residential parks. However, we identified that the customer was not receiving the Low Income Household Rebate she was eligible for. The customer was not aware of the rebate and she was referred in person to Service NSW staff at the event to apply for it.

IS MY RESIDENTIAL PARK OPERATOR AN EWON MEMBER?

A full list of our members is available on EWON's website. If your park operator isn't listed there but you have a complaint you have not been able to resolve by speaking to the operator directly, you can still contact us. We can provide you with information to assist you resolve the complaint and we will contact the park operator about becoming a member.

Call EWON on 1800 246 545 or visit ewon.com.au. •

RETIREMENT UPHEAVAL

On 31 December 2019, His Honour Justice Rothman finally handed down his decision in the case of *Commissioner for Fair Trading v Jonval Builders Pty Ltd, Hacienda Caravan Park Pty Ltd and John Allan Willmott* [2019] NSWSC 1893.

This Supreme Court of NSW decision is the culmination of nearly 5 years of legal proceedings and some 8 years since the home owners first sought assistance through their residents associations from NSW Fair Trading. The proceedings were brought by NSW Fair Trading Legal Services.

Sandy Gilbert of Tweed Residential Park Home-Owners Association (TRPHA Inc.) attended each day of the Court formal hearings in the Supreme Court sitting in Lismore and Sydney during May and June 2018 as well as attending directions hearings.

Sandy said *"These home owners have really been through the mill. They purchased the homes so they could live peacefully on the banks of the Tweed River in their retirement, only to later discover significant issues with the approvals. They brought the problems to the attention of the regulator and then had to wait years for the matters to get to Court. When they bought their dream homes, none of the home owners expected to end up in a battle with the operator in the Supreme Court of NSW."*

The Supreme Court found that the three defendants were jointly and severally liable to compensate each of the affected home owners of the Marina Villas. The Court found that the residential land lease community operator and their building company Jonval trading as Tweed Relocatable Homes was under the control and management of John Willmott and had breached the Australian Consumer Law and the Fair Trading Act (NSW). The Supreme Court made findings of misleading or deceptive conduct and unconscionable conduct (in connection with goods or services) against the defendants relating to the sale of dwellings (known as the marina villas at Hacienda).

The homes were purchased mostly during 2010 after representations made as to "permanent living" for retirees. Only one of the affected home owners was a genuine long-term casual occupant (i.e. not a permanent resident) at Hacienda and he and his wife had purchased the home in advance of their later intended retirement.

NON DISCLOSURE

What was also not disclosed to the home owners was the nature of the agreements they were offered and asked to sign with Hacienda (long-term casual occupation agreements). Copies could not be taken away to be scrutinised, and some were discouraged from 'wasting time and money' on getting legal advice. Nor was any disclosure made by the defendants of the fact that Tweed Shire Council had not granted any requisite approval for the homes located on the 'marina villa sites'.

Orders were made by the Supreme Court for very substantial compensation to be paid to each affected home owner.

The lengthy and complex judgment in this case can be read on the NSW Caselaw site: www.caselaw.nsw.gov.au

Jonval, Hacienda and John Willmott appealed the decision of the Supreme Court to the NSW Court of Appeal. The Appeal was heard on 10 August 2020 and the decision of the three judges is reserved. •

THE NEW NOTICEBOARD

Although we are only able to publish Outasite magazine once per year, there are a number of other ways to get the information you need...

THE NOTICEBOARD WEBSITE

We have just completed a major upgrade to the Tenants' Union website for land lease communities. You can find over 20 factsheets, all the back issues of Outasite magazine, and our email news: 'Outasite Lite.'

The wesbite address is tenants.org.au/thenoticeboard

EMAIL NEWS

Stay up to date with news, and changes to the land lease community law with our free email news: 'Outasite Lite' sent about every 2 months.

You can subscribe at our website, or at: eepurl.com/bYu-9D or by using the form on the back of this magazine.

PHONE ADVICE

If you need specific help or legal advice, call your local Tenants' Advice and Advocacy Service. The Advocates are trained in land lease community law and will give you free, professional legal advice over the phone. Their numbers are on our website or on the back cover of this magazine.

TAKING ACTION

It may be necessary to take action to resolve an issue. It's always a good idea to start by getting advice from your local Tenants' Advice and Advocacy Service. After that, you may wish to contact the appropriate government agencies:

NSW Fair Trading

www.fairtrading.nsw.gov.au
Phone: 13 32 20

NSW Civil and Administrative Tribunal

www.ncat.nsw.gov.au
Phone: 1300 006 228

JOHN MACKENZIE
LAND LEASE COMMUNITY ADVOCATE

John MacKenzie has been assisting residential park, or land lease community residents for over 20 years. His knowledge of the law is extensive, matched only by his tenacity and commitment to social justice. John is respected by both his peers and his adversaries as a formidable advocate. When you're fighting the good fight, John MacKenzie is the person you want on your side.


John Mackenzie

JOHN, WHEN AND HOW DID YOU START WORKING IN RESIDENTIAL PARKS?

I started as the first Residential Park Worker at the Illawarra Tenants Advice and Advocacy Service in early 1998. Since then I have worked at the Park and Village Service (PAVS) and now I am at Hunter Tenants. When I started at Illawarra, the relevant legislation for people living in what were then called residential parks was still part of the *Residential Tenancies Act 1987.*

Not long after starting at Illawarra, the *Residential Parks Act 1998* was introduced. The new Act recognised that people living in what are now called land lease communities needed their own legislation in recognition of their unique form of home ownership and communal lifestyle.

WHAT CHANGES HAS THE RLLC ACT BROUGHT?

If the *Residential (Land Lease) Communities Act 2013* could be characterised as a movie title, I think that I would call it 'The Good, the Bad and the Ugly'. It's good that you have an automatic right to have a carer or de-facto live with you. It's bad that operators can unreasonably withhold consent to an assignment of the site agreement and then impose a higher site fee on the new home owner, incrementally dragging up the site fees in the community whenever the sale of a home takes place.

And it was ugly that the new Act legitimised Voluntary Sharing Agreements rather than banning them, facilitated complex fixed site fee increases and removed the right to site repairs.

WHAT DIFFERENCES DO YOU SEE IN LAND LEASE COMMUNITIES TODAY COMPARED TO THE RESIDENTIAL PARKS YOU KNEW IN THE EARLY YEARS?

In my earlier years the closure of residential parks, driven in part by increases in land values was a significant problem. It was very difficult for affected home owners as there were significant gaps in the legislation such as the lack of compensation where dwellings could not be relocated due to a park closure.

These days we have seen the industry change as many communities have been bought by a small number of large corporations who have taken control of a significant part of the industry. The ramifications of this business model are yet to play out and it has been disappointing but not surprising that the benefits of economies of scale have not flowed through to people living in land lease communities.

Utilities have always been a significant issue for people who have been supplied with power through an embedded network.

Many such electricity networks have inferior supply capacity when compared to the supply capacity from a direct market retailer and it is right that home owners in land lease communities should pay less for service availability where the capacity to supply power is inferior. It has been disappointing that home owners have had to fight so hard to enjoy the benefits of changes to energy markets.

IF YOU COULD CHANGE ONE THING TO IMPROVE THE LIVES OF LAND LEASE COMMUNITY RESIDENTS WHAT WOULD IT BE?

Most of the people who live in land lease communities are retired and live on fixed incomes. The industry claims to provide affordable housing and actively encourages older people to live in their communities but each year site fees increase regardless of the capacity of home owners to pay the increase.

To add insult to this, the home owner has to prove that a site fee increase is excessive if they want to challenge the increase, and then they have to get 25% of home owners in the community to join them. I think the operator should have to prove that the site fee increase is required and the home owners capacity to pay should be a relevant factor that the Tribunal can consider. I would also remove the requirement to have 25% of home owners involved. Each person should have the right to challenge an increase in site fees. •

CALL FOR SUPPORT

WHAT IS THE TENANTS' UNION?

The Tenants' Union is the peak non-government organisation advocating for the interests of renters and land lease community residents in NSW.

We are an independent, not-for-profit, community legal centre and also the resourcing body for the state-wide network of Tenants Advice and Advocacy Services.

The Tenants' Union has represented the interests of all renters in NSW since 1976. We have a proven track record of improving the law and providing legal assistance and training.

FUNDING

The Tenants' Union and the network of Tenants Advice and Advocacy Services have not received an ongoing funding increase in real terms since 2003, despite an ever increasing workload.

Part of our funding comes from the interest earned on renters' bonds. The NSW government chooses how to spend this interest, which amounts to around $60 million each year. A small percentage goes to Tenants Advice Services. Most of the money – more than two-thirds – is paid to NSW State government agencies, primarily the NSW Department of Customer Service, and the NSW Civil & Administrative Tribunal.

The Tenants' Union also receives some funding from Legal Aid NSW, one-off grants from the Law and Justice Foundation (among others), and from residents like you.

WE NEED YOUR SUPPORT

There is a huge need for legal assistance, and our network struggles to help all those who need it. Printing publications, doing law reform work, and running strategic litigation are all very costly.

We would welcome your support in our work for safe, secure and affordable housing. Together we can achieve more! Please stay in touch using the form overleaf, and if you are able, make a donation using one of these methods:

- via our website: tenants.org.au/thenoticeboard
- via the donation platform: givenow.com.au/tenantsunionofnsw
- via cheque/money order made out to Tenants' Union of NSW
- via deposit into our bank account (please also email your details to contact@tenantsunion.org.au afterwards):
  Account name: Tenants' Union of NSW
  BSB: 062 004
  Account no: 802624

Please note that you do not need to make a donation, or be a member to access advice. All permanent residents of land lease communities are entitled to free advice from your local Tenants Advice and Advocacy Service (see phone numbers overleaf). •

STAY IN TOUCH

We hope you will stay in touch – please fill in this form and return to the address below. We would also love you to spread the word among fellow land lease community residents. We welcome anyone to subscribe to our email bulletins online via our website or at: eepurl.com/bYu-9D

Subscribe – it's free!

❒ Send me 'Outasite' (print magazine). If yes, how many copies (please circle): 1 3 5 10 20 50 100 more

❒ Send me 'Outasite Lite' (email newsletter).

❒ Send me general 'Tenant News' email bulletins.

Name:

Address:

Park or organisation:

Email:

Phone:

Please tick all that apply to you:

❒ Land lease community resident

❒ Land lease community home owner

❒ Land lease community tenant

❒ I would like to make a donation. Please contact me to discuss how.

Please note that you do not need to make a donation, or be a member to access advice. All permanent residents of land lease communities are entitled to free advice from your local Tenants Advice and Advocacy Service (see contact details to the right).

Please return this form to:

Tenants' Union of NSW
Suite 201, 55 Holt St
Surry Hills NSW 2010

TENANTS' UNION OF NEW SOUTH WALES

Get free advice:

tenants.org.au/thenoticeboard

Tenants' Advice and Advocacy Services

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

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

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

ISSN 2209-105X
Printed on recycled paper.