

EL LAGO RESIDENTS FIGHT FOR THEIR HOMES

El Lago Waters Tourist Park is well positioned – overlooking Tuggerah Lakes and within a few minutes' drive of The Entrance.

The community advertises their accommodation as holiday camping sites, holiday caravan sites, or holiday villas, however in recent years it has become a place to call home for many renters and home owners unable to secure housing in the area, or otherwise at risk of homelessness.

The park has seen better days. It is in a run-down state with a low standard of management. Its owners do not appear to be interested in running it and at one stage were intent on redeveloping the park into an eight-block, multi storey apartment complex with over 400 residential apartments.

In the latter part of 2023 those plans were rejected by the Regional Planning Panel who laid out a long list of concerns for the development, including failure to address the displacement of current residents.

The rejection was a win for residents but it has not resolved other concerns home owners and renters have around hygiene, neglect and



El Lago Waters Tourist Park. Top: Burnt out reception office (photo by Sidonie Shaw). Bottom: Signage (photo by Marilyn Vale).

unsafe living conditions. Their concerns are repeated in reviews from holidaying guests who similarly paint a dire picture of the park.

The living conditions took their toll on some residents who have moved out of the park wherever possible but the difficult task of finding alternate accommodation saw a group of home owners take necessary action to protect their housing rights.

COUNCIL STEPS INTO ACTION

When Central Coast Council was made aware of the numerous health and safety risks in the community they inspected in December 2023.

By 4 October 2024, Central Coast Council had to take necessary steps to address the compliance issues by serving a notice of 17 orders under section 124 of the *Local Government Act 1993*. They gave the operator reasonable dates for completion into May of 2025.

Council's inspection identified several issues:

- (a) Potentially unsafe supply of electricity to dwelling sites.
- (b) Potentially non-compliant supply of water to dwelling sites.
- (c) A build-up of waste across the park and on certain dwelling sites.
- (d) Insufficient fire safety measures across the park.
- (e) Overgrown vegetation.
- (f) No clear delineation of site boundaries.
- (g) Lack of adequate waste management facilities in the park.
- (h) Lack of adequate park management and enforcement of park rules.

After the operator received Council's notice to make good on their legislated responsibilities, they wrote to residents giving them a 90 day termination notice. The notice relied on the orders made by the local council as the reason everyone needed to move out.

Central Coast Council staff responded by engaging with Homes NSW and the NSW Rental Commissioner to ensure there were services ready to assist. They also later clarified with residents and advocates that vacating the park was not necessary for the works to be completed.

CENTRAL COAST TENANTS ADVICE & ADVOCACY SERVICE COMMIT TO ASSISTING

Coordinated action meetings led by Central Coast Tenants Advice & Advocacy Service were held to demand some accountability from the operator, but the operator showed little to no regard for mandated obligations expressed in Council's orders or otherwise demanded by residents.

The Tenants' Union of NSW attended one of the meetings last year and heard about a substantial number of issues affecting residents, including insufficient security measures to keep trespassers from accessing the park.

On 15 May 2025 Central Coast Tenants Advice & Advocacy Service represented a group of 9 home owners in the NSW Civil & Administrative Tribunal.

The decision of the Tribunal was published on 11 June 2025, and provided home owners with some positive news when it upheld most of the orders they had requested.

The effect of the orders are as follows:

- The Tribunal acknowledged their coverage under the *Residential Land Lease Communities Act 2013* (RLLC Act).
- They have the right to written site agreements.
- Fifteen urgent repairs need to be done by the 1 August this year, including rubbish removal, fixing lighting, plumbing and hot water, and cleaning up dirty needles.
- Site fees are to be reduced by 50% and backdated until the repairs are properly addressed.
- The termination notices have no effect, and vacant possession is not necessary to finish the Council's work orders.
- The operator must ensure residents' reasonable right to peace, comfort, and privacy, and provide secure mail services.

THE IMPORTANCE OF THIS DECISION FOR HOME OWNERS

The Tribunal's orders clearly establish their legal coverage under the RLLC Act and their right to a written site agreement. These are key protections

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if the operator has other plans for the land to be used differently in the future.

If the operator plans to redevelop the land to be used for another purpose or if the community were to close, home owners would be entitled to:

- At least 12 months written notice about termination of their site agreement.
- The Operator must use reasonable endeavours to make available or otherwise obtain accommodation of similar standard and site fees that would be acceptable to the home owner.
- Compensation is payable for the reasonable costs to move their home from its current site to the new location. However, if home relocation is not viable for example a new location or site isn't available or agreed on then the home owners should be entitled to a compensation payment in advance for the loss of residency. The current on-site market value of the home (determined as if the termination were not to occur) is an important matter the Tribunal can have regard to in making a determination and orders.
- NCAT can also make orders resolving any disputes about compensation to home owners who are asked to leave due to a change of use or closure of the community.

THE SITUATION FOR RESIDENTS SINCE GOING TO THE TRIBUNAL

The deadline of 1 August for the repair orders has long passed and none of the items have been completed.

Since the orders were made seven of the nine home owners remain and two home owners were successful in securing other housing.

The remaining homeowners have been assisted with lodging applications in the Tribunal to renew proceedings and continue the battle to enforce their rights to safe and habitable housing conditions.

Central Coast Tenants Advice and Advocacy Service will also be assisting some of the renters from El Lago to take matters to the Tribunal under the *Residential Tenancies Act 2010*. ●

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IPART UPDATES MEDIAN RETAIL MARKET OFFER FOR EMBEDDED NETWORKS

Starting from 25 September 2024, the maximum an operator can charge home owners or tenants in an embedded network is determined against the 'comparable market offer' set by the Independent Pricing and Regulatory Tribunal (IPART).

Also referred to as the 'median retail market offer' or 'median retail offer', IPART determines the maximum for each distribution district – Essential Energy; Ausgrid and Endeavour Energy. In effect it is the new price capping system for electricity supplied by an embedded network in land lease communities.

IPART has the task of reviewing their determination at least once every 12 months and must report those figures to the Commissioner for NSW Fair Trading to publish. The new rates commenced on 25 September 2025 and we have updated our factsheet on Electricity Charges to reflect the new rates:

tenants.org.au/thenoticeboard/factsheet/electricity-charges

See also:

'Utilities and other charges in a residential land lease community' – information by NSW Fair Trading on the NSW Government website here:

nsw.gov.au/housing-and-construction/community-living/residential-land-lease-communities/utilities-and-other-charges

And IPART information here:

ipart.nsw.gov.au/maximum-electricity-prices-land-lease-communities

The thumbnail shows the top portion of a factsheet. It includes logos for 'TENANTS' ADVICE' and 'TENANTS' UNION'. The title is 'Electricity charges in land lease communities'. Below the title, it states: 'As a resident in a residential land lease community you have rights under the Residential (Land Lease) Communities Act 2013 and Residential (Land Lease) Communities Regulation 2015. This factsheet explains the law in NSW regarding embedded network electricity charges.' It lists conditions for when an operator can charge a resident, such as 'it is a term of the site/tenancy agreement, and the electricity is separately measured or metered, and the resident receives an itemised bill that complies with the requirements outlined in the National Energy Retail Rules or if the operator or third party supplier are an exempt seller the AER Exempt Selling Guidelines.' It also has sections for 'Usage and supply charges', 'Discount on supply charges', and 'Bills for electricity'. At the bottom, it references 'Table 1 Determined median market offer for residential customers in each distribution district in NSW (incl. GST, nominal)'.

CHECK IF YOU'RE ELIGIBLE FOR AN ENERGY REBATE

If you have not already signed up to receive embedded network energy rebates through Service NSW, you can apply here:

service.nsw.gov.au/transaction/apply-for-the-low-income-household-rebate-on-supply-customers

Table 1 Determined median market offer for residential customers in each distribution district in NSW (incl. GST, nominal)

Distribution district	Supply charge (cents/day)	Usage charge (cents/kWh)
Ausgrid	104.50	36.52
Endeavour Energy	108.87	36.62
Essential Energy	186.75	39.28

Note: If a determined median market offer includes a guaranteed discount, we have included the discount in the daily supply charge and/or usage charge.

Source: IPART analysis of Energy Made Easy data.

COST OF ELECTRICITY FROM AN EMBEDDED NETWORK – A VALID CONCERN

The majority of residents we have spoken with are paying well above the amount needed to cover the operator's electricity account. If you are receiving electricity from an embedded network you could try to negotiate a better deal with the operator or third party supplier.

The provisions in the *Residential Land Lease Communities Act 2015* (RLLC Act), sets the maximum charges using Independent Pricing and Regulatory Tribunal (IPART) interim methodology for determining the 'median market offer'. Therefore the operator or third party supplier could apply a more affordable pricing formula that still covers the cost of their bill instead of defaulting to the higher IPART median retail market offer.

The 2021 statutory review and the second reading speech for the latest amendments to the RLLC indicate that the current provisions for electricity charges from an embedded network were not intended to be a long-term solution.

In April 2024, IPART prepared a report for the NSW Government on embedded networks containing 38 recommendations for improving consumers outcomes and price protections.

In their report IPART recommended that the methodology for determining the 'median market offer' should be based on the lowest offers for supply and usage charges by active retailers. IPART estimates that this methodology would result in an average saving of between 9-12% than the current legislated maximum charges imposed under the RLLC Act.

IPART's report on the future of embedded networks in NSW has finally been considered.

The government has developed an Embedded Network Action Plan and accepted 36 out of the 38 recommendations.

We will update our subscribers soon on the NSW Government's response to the IPART report, which is expected to be released on IPART's website this month (October 2025).

CURRENT PROVISIONS ON ELECTRICITY MUST BE REVIEWED

The 2024 amendments around electricity charges will be investigated and reviewed by the Minister within 3 years of their commencement and within 4 years they must report the outcome of the review to each House of Parliament.

For the review, home owners and tenants may find it helpful to retain documents which have details about their metered charges or details of electricity charges at the operator's parent meter. Under the RLLC Act:

- The operator or third-party supplier must give you reasonable access to utility bills and other documents relating to the utility charges you pay.
- You must also be given a copy of the operator or third-party supplier's bill (or charges) at least once a year.
- The Operator or third party supplier also have obligations to ensure they are receiving the best offer under their supply contract by conducting a review every two years (or before the end of their contract for longer contracts). Before signing a new supply contract, they must give you written notice comparing it to at least one other retailer's offer. •



OUTASITE 13 PUBLISHED

In August we published issue 13 of *Outasite* – our main print magazine for land lease communities. Over 6,000 copies were delivered across NSW.

If you didn't get your copy, or would like additional copies, or would like to subscribe (if you aren't already subscribed), please email contact@tenantsunion.org.au

You can also find the articles online at: tenants.org.au/thenoticeboard/news/outasite-13

This issue included:

- There's still time to negotiate fixed-method increases
- Energy hardship
- Operator responsibilities around emergencies
- Understanding site-fee reductions
- Encroachment onto public land by operator
- Pet hair bill
- Trash talk
- Obituary – Rod Nicoll

TENANTS' UNION
OF NEW SOUTH WALES
Residential Land Lease Communities Magazine • Issue 13 • August 2025
Contents: • Site fees • Energy hardship
• Tenancy law • Emergency procedures
• Encroachment onto public land
• Pet hair • Bins • And more!

Outasite

"I don't want my site fees to increase by more than what they already do. It's understandable that operating costs for the community will increase but those costs don't compound over the years like our site fees. We have a residents committee and they are assisting any of us who want to try and negotiate something different than what has been offered."
— Graham Cravigan
Graham purchased his home at Thyme Lifestyle Community Village in Evans Head NSW and has been living there for a year and a half. His agreement has a fixed method with two elements in it.

THERE'S STILL TIME
TO NEGOTIATE FIXED-METHOD SITE FEE INCREASES

If you are a home owner with non-compliant fixed-method site fee increases, you can still act on your rights. But be quick!

- entered into before 25 September 2024, and
- has a built-in fixed method of site fee increase, and
- that method doesn't comply with the amended sections 65 and 66 of the Residential (Land Lease) Communities Act 2013.

The Act has given home owners in this situation 12 months – until 24 September 2025 – to negotiate with their operators about how site fees will be increased under the site agreement.

Who does this apply to?
Home owners who have a site agreement that was:

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NEW RESOURCES ON SITE FEE REDUCTIONS

As well as the site-fee reduction article in *Outasite 13* mentioned above, the Tenants' Union Land Lease Communities team has also published two new resources on site fee reductions.

Factsheet:

Site fee reductions in land lease communities:
tenants.org.au/thenoticeboard/factsheet/site-fee-reductions

Sample letter:

Site fee reduction for problems in common areas:
tenants.org.au/thenoticeboard/sample/site-fee-reduction-problems-common-areas

These new resources aim to assist home owners who wish to request a site fee reduction where there has been a reduction or loss of use of a community facility or service.

TENANTS' UNION
OF NEW SOUTH WALES
Residential Land Lease Communities Factsheet
tenants.org.au/thenoticeboard/factsheet/site-fee-reductions

Site fee reductions in land lease communities

As a home owner in a residential land lease community you have rights under the Residential Land Lease Communities Act 2013 and the Residential (Land Lease) Communities Regulation 2015. This factsheet explains the law in NSW regarding site fee reductions.

You may be entitled to a site fee reduction if you become aware that some part of the common areas of the community have been reduced or withdrawn. This can cover a wide range of features from specific rooms or features like BBQ areas, gardening services, or access paths and many more.

Can I ask for a site fee reduction?

Under section 63 of the Residential Land Lease Communities Act 2013 (RLLC Act) Home owners are entitled to ask the operator for a site fee reduction. There are no restrictions under this section about the circumstances for when an agreed site fee reduction can be applied.

A mutually agreed site fee reduction should be clearly written to include when the site fee reduction starts, the amount of the reduction, and if or when it ends.

An agreement to reduce site fees could also be written into the site agreement, such as a term for site fees to change automatically at specific intervals. This approach may be useful for a home owner who moves into a new community that is being developed in stages. Advice should be sought beforehand.

Is there a free way to resolve disputes?

An individual, or a group of home owners, can apply for voluntary mediation with NSW Fair Trading. Applying for mediation is currently

fee-free and doesn't affect your right to apply to the NSW Civil and Administrative Tribunal (NCAT) afterward if the mediation is not successful.

The mediator's role is to act as a neutral and impartial facilitator to ensure both parties are heard and encourage the open exchange of information between the parties toward settling disputes under the provisions of the RLLC Act.

When can I go to the Tribunal?

Under section 64 of the RLLC Act you are entitled to apply to the NSW Civil and Administrative Tribunal for an order that site fees be reduced where you have lost or not been provided with a facility or service. You must also apply while the site agreement is still active.

The Tribunal may make an order reducing the site fee if it is satisfied that at least one of these specific reasons applies:

- There has been a substantial decrease in the amenity or standard of the common areas since you entered into the site agreement.
- There has been a withdrawal or substantial reduction of a communal service or facility since you entered into the site agreement.
- The operator has not provided a communal facility or service advertised by or for the operator, or described in another document the operator makes available to a home owner (before entering into a site agreement).

THE LATEST ON THE 'PHASE TWO' AMENDMENTS TO THE RLLC ACT

The statutory review of the *Residential Land Lease Communities Act 2013* (RLLC Act) was tabled in parliament in November of 2021 and so far, only 21 out of the 48 recommendations from the review have passed parliament.

We know that some of the amendments retained for 'phase two' of the statutory review are of high importance, particularly for home owners whose circumstances will be directly improved by the next phase of amendments we're waiting for.

The Tenants' Union has asked the Strata and Property Services Commissioner at Fair Trading (who oversees policy and law reform for Land Lease Communities), to keep us updated about 'phase two' of the draft bill amending the RLLC Act.

Fair Trading NSW recently confirmed that the statutory review still has some complex items to work through, for example the recommendations around sale of homes. They intend to take a staged implementation approach to complete the statutory review.

In the next few months targeted consultations are expected to commence ahead of the formal consultation process, but further amendments to the RLLC Act are not likely to be introduced into Parliament this year.

'Phase two' will address the remaining 27 recommendations from the statutory review which include:

- Mandatory information to be provided about the sale of homes and entering into a site agreement.
- Assigning ongoing responsibility to operators for site maintenance and repair.
- Transfer of existing site fees to a new site agreement (except when substantially lower than comparable sites).
- New regulatory provisions for sustainability infrastructure (e.g solar installations) in line with the broader national context.
- Improving the way community rules are developed and dispute processes for amending or introducing new community rules.
- Establishing a penalty framework for breach of the 'rules of conduct' for operators and extending them to include relevant employees.
- Reviewing the existing penalty framework.

Stay tuned and we will share more news on the legislative changes with subscribers.



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Phone: (02) 8117 3700

Street address: Level 5,
257 Clarence Street, Sydney, NSW 2000

Postal address: PO Box Q961, QVB Market Street NSW 1230

Email: contact@tenantsunion.org.au

Website: tenants.org.au/thenoticeboard

***Outasite Lite* editor:** Leo Patterson Ross

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