

OutasiteLite



The home owner wanted to clarify the dimensions and boundaries of their site (photo supplied by the home owner).

From time to time a decision at the NSW Civil and Administrative Tribunal (NCAT) is published where the application for orders has legal merit to succeed but the justice that was sought doesn't prevail in the first instance.

In one such decision *Wass v Conaught Pty Ltd [2025] NSWCATCD 225*, heard on 9 October 2025, the home owner, Wass, applied for several orders including an order determining their site

Continued on page 2...

Continued from page 1...

dimensions and an amendment to their site agreement to record them. Wass also, sought an order for a map of the community (to-scale) to be displayed. The Tribunal heard the matter and reserved its decision. When the decision was handed down on 22 December 2025, all the orders sought were dismissed.

In late May 2026 we were in contact with Wass who informed us they'd appealed the decision, and wanted to share their success with other home owners to highlight some of the rights they have.

NCAT'S DECISION IN THE FIRST INSTANCE

The original decision notes that Wass purchased a home and moved into The Palms at Avoca located on the Central Coast of NSW in the second half of 2013. They did not know their site boundaries or dimensions in any exact terms, and this had become more important as preparations began for the installation of new homes on sites located to the western and southern boundaries of their home. The uncertainty about site boundaries contributed to some tensions between residents in the community which may have been avoided if the operator had complied with its statutory obligations.

In the published decision issued December 2025, it was clear the Tribunal had considered sections 26(2)(a) of the *Residential (Land Lease) Communities Act 2013* (RLLC Act) which states a site agreement must identify the residential site by its number and its dimensions and also section 37(1)(j) which requires an operator to comply with all statutory obligations relating to the community.

The Tribunal also acknowledged that section 13(3) of the RLLC Act states "nothing in this Act limits any requirement imposed by or under the Local Government Act 1993 or the *Environmental Planning and Assessment Act 1979*." NCAT's written decision acknowledged that this would include provisions within the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation*.

In those regulations the definition of a 'community map' requires it to be to-scale and in clause 125 of the same regulation, the operator must ensure a community map is placed in a prominent position in a caravan park as specified in the approval to operate document for the community.

Contrary to those legal references made in the decision, the Tribunal concluded there was insufficient evidence that Wass' site dimensions were incorrect and dismissed that portion of their application. Wass had included an order for their site agreement to be amended to state their site dimensions as per section 26(2)(a) of the RLLC Act but this component of their application was not addressed.

In addition, the Tribunal (incorrectly) determined that the community was a manufactured home estate and not a caravan park without stating how it had made that finding. On this basis the Tribunal concluded that the operator did not have to 'display' a to-scale map in a prominent position as per clause 125(2) of the *Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021*.

That portion of the application was also dismissed without addressing that a home owner has a right to access a 'to-scale' community map from the operator.

THE APPEAL DECISION

The NCAT appeal panel's decision is not published but the outcome was shared with us.

The appeal panel consisted of Principal Member De Jersey and Senior Member Goldstein who made the following orders on 18 May 2026:

The Respondent comply with s26(2) of the RLLC Act to identify the dimensions of the site either by amendment of the site agreement or by letter amending the site agreement.

"The Respondent display a community map as defined in clause 4 and of the Local Government (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2021 and in accordance with s125(2) of the same regulation.

Continued on page 3...

Wass attributes their success with the appeal application and appeal hearing to the benefit of their years of working as an educator. Wass shares their win as a reminder to home owners about the existing rights they have to know their site dimensions and to have access to an up to date and to-scale community map.

THE RIGHTS OF HOME OWNERS IN LAND LEASE COMMUNITIES

The importance of knowing your site dimensions and having access to a map of the community that is to scale is protective and could be relevant in a range of situations including:

- To avoid neighbour disputes about site boundaries
- To seek the operator's written permission to make a compliant addition to the site or home
- To facilitate a smooth process during the sale of homes on site
- For affected home owners to understand their rights around a development application or other planning proposals for a new facility or service in the community

Under section 26(2)(a) of the *Residential (Land Lease) Communities Act* all home owners are entitled to have information recorded in their site agreement about the dimensions of their site.

All residents in a caravan park or a manufactured home estate are entitled to have access to the community map, which must be to scale.

For residents in manufactured home estates a map that is to scale must accurately show the road reserves, community amenities and dwelling sites within the community.

For residents in a caravan park a map that is to scale must show the access roads, community amenities and dimensions of the dwelling sites or camp sites and the designated off-site parking space for an occupant of a dwelling site or camp site.

The obligation to provide access to the community map is on the person who holds an approval to operate the community (typically the operator). The method of access varies slightly for the two types of communities but nonetheless residents in both types of communities have access rights to their community's map.

MORE INFO

- *Wass v Conaught Pty Ltd* [2025] NSWCATCD 225 can be viewed at caselaw.nsw.gov.au/decision/19d233e93c81ee96a34d5669
- See also our factsheet, 'Local Government Act & Regulations – approvals and maps' at tenants.org.au/thenoticeboard/factsheet/lga-approvals-and-maps •

***“Under section 26(2)(a) of the Residential (Land Lease) Communities Act all home owners are entitled to have information recorded in their site agreement about the dimensions of their site.*”**

“All residents in a caravan park or a manufactured home estate are entitled to have access to the community map, which must be to scale.”

LAND LEASE OPERATORS MUST ABIDE BY THE NEW EVICTION LAWS FOR TENANTS

A tenant recently shared their experience of renting a caravan in a land lease community in the Clarence Valley, NSW. The community caters for home owners, tenants and people seeking short term holiday let.

Marli (name changed for privacy) commenced her tenancy in July of 2024 with her partner and one child however they weren't issued with a written tenancy agreement. Their tenancy continued until early June 2026 when they decided to leave the community.

Initially, their rental experience was going well with the manager at the community and Marli even took on some employment as a cleaner. This later shifted to continual accusations of breaking community rules and several attempts to terminate the tenancy. Marli felt that the timing of this shift coincided with finding employment outside of the community.

Attempts to terminate their tenancy began in February 2025 and Marli was proactive in seeking advice about their rights from the Northern NSW Aboriginal Tenants Advice and Advocacy Service (NATAAS).

The first eviction notice was issued for breaching the terms of agreement however Marli was advised to stay on because the notice didn't meet the requirements under the *Residential Tenancies Act 2010* to provide at least 14 days notice



"Just like all landlords, operators have a legal obligation to comply with the new eviction laws. The landlord must tell the tenant the reason for terminating the tenancy, and the reason must be legally valid and backed up with evidence. The landlord must also provide the correct notice period."

– Jemma Pholi, Tenant Advocate at the Northern NSW Aboriginal Tenants Advice and Advocacy Service.

for termination due to breach. The operator did not pursue an action in the NSW Civil and Administrative Tribunal (NCAT) and the tenancy continued.

Marli sought advice again in August 2025 when the operator lodged a Tribunal application regarding another termination notice, issued for overdue rent and other breaches in performance of the agreement including some trivial complaints of breaking community rules.

At the directions hearing the operator was instructed by the Tribunal to state which legislation they were seeking a termination order under since the agreement with the tenant had been operating informally. NATAAS provided advocacy and representation in November 2025 assisting Marli to settle the overdue rent issue, and the remainder of the application was set down for hearing at a later

date. That NCAT hearing went in Marli's favour when the operator failed to attend the hearing in February 2026.

The community changed hands when a third eviction notice was issued by the new owner in March 2026. This time the notice had been issued on the grounds that the home was scheduled to be demolished. Marli had recalled some talk about developing the community but there had not been any formal communications issued and there were no obvious signs that the development was underway.

NATAAS was able to advise Marli that the operator's intention to make use of the new termination laws on grounds that the premises is to be demolished would not succeed because it was not accompanied by the mandatory supporting documents and information.

The operator should have given

Continued on page 5...

Continued from page 4...

Marli a termination information statement which gives tenants information about the termination process and where they can obtain assistance.

Marli should also have been given some of the prescribed supporting documents which serve as evidence that the grounds are genuine. For demolition of premises, this could be between two and four different documents.

The new eviction laws also discourage landlords from ending a tenancy under false pretences through 'exclusion periods.' These prohibit the home from being rented again for a period of time. The only exception in this case would be if NSW Fair Trading were satisfied the demolition didn't take place for reasons outside of the operator's control.

These law reforms mean that tenants like Marli and her family are protected from potential misuse of the new termination provisions that have been in force since 19 May 2025.

Marli was advised they could stay on however the family chose to leave the community some months later, relocating to live closer to family.

MORE INFO

Factsheet: Eviction – landlord ends tenancy: tenants.org.au/factsheet-eviction

Guided pathway – Eviction notice checker: tenants.org.au/resource/eviction-notice-checker

Factsheet: Tenants in land lease communities – rights and responsibilities tenants.org.au/thenoticeboard/factsheet/tenants-rights-responsibilities •

HAVING A SAY: IPART CONSULTATIONS TO IMPROVE ENERGY MARKET PRACTICES & EXPERIENCES



Examples of old embedded network infrastructure in land lease communities.

The NSW Government's review into embedded networks generated a raft of amendments to energy legislation and there are continued reforms aimed at modernising embedded network service standards.

In previous *Outasite Lite* articles, we reported on the revised pricing methodology that many residents in land lease communities with embedded networks are expecting to make their electricity bills more affordable:

- Cost of electricity from an embedded network – a valid concern (22/10/2025)
- Government Responds to IPART Review of Embedded Networks in NSW (15/12/2025)

The NSW government supported the Independent Pricing and Regulatory Tribunal's (IPART) recommendation to revise its pricing methodology so it would be based on the median of the lowest market offers generally available rather than the interim methodology used for land lease community residents, based on median market offers.

IPART originally expected that the new methodology would result in lower prices for land lease community residents by an average of 9-12% but this change is not going to be ready for some time as IPART wraps up their most recent consultation for embedded networks which focused on new billing standards and maximum

Continued on page 6...

pricing for embedded network customers.

Subject to feedback they receive from the consultation, their proposed timeline for the new billing standards and price methodology are not expected to come into effect until September 2027.

The Tenants' Union of NSW recently responded to the IPART consultation paper because we continually hear from residents and Tenants Advice and Advocacy Services across NSW about the limitations that come with being an embedded network customer and the cost of energy despite the vast difference in consumer experience when compared with on market customers or even other embedded network customers.

In land lease communities with an embedded network for electricity, the 12 monthly review of pricing is ordinarily expected to align with the anniversary of amendments to the *Residential (Land Lease) Communities Act 2013*, and *Residential (Land Lease) Communities Regulation 2015* (RLLC Regs) from 25th September 2024.

However, on the 1st July 2026, clause 10A of the RLLC Regs (which made it a 12 month requirement for IPART to make a new price determination and for Fair Trading NSW to publish them), was removed and replaced by similar energy laws under the *Electricity Supply Amendment (Miscellaneous) Regulation 2026*. IPART now has discretion to determine its pricing at least every 12 months if not sooner and must also publish them.

We contacted IPART and they have confirmed that for 2026 the 12 monthly price review for land lease communities with an embedded network will still be scheduled to commence from 25th September 2026. We expect they will use their existing price methodology since the new method has not yet been finalised.

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MORE INFO

Our factsheet, 'Electricity charges in land lease communities' has more information for embedded network customers. We updated it in early July 2026 to acknowledge the new energy legislation that has commenced. Find it at tenants.org.au/thenoticeboard/factsheet/electricity-charges

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

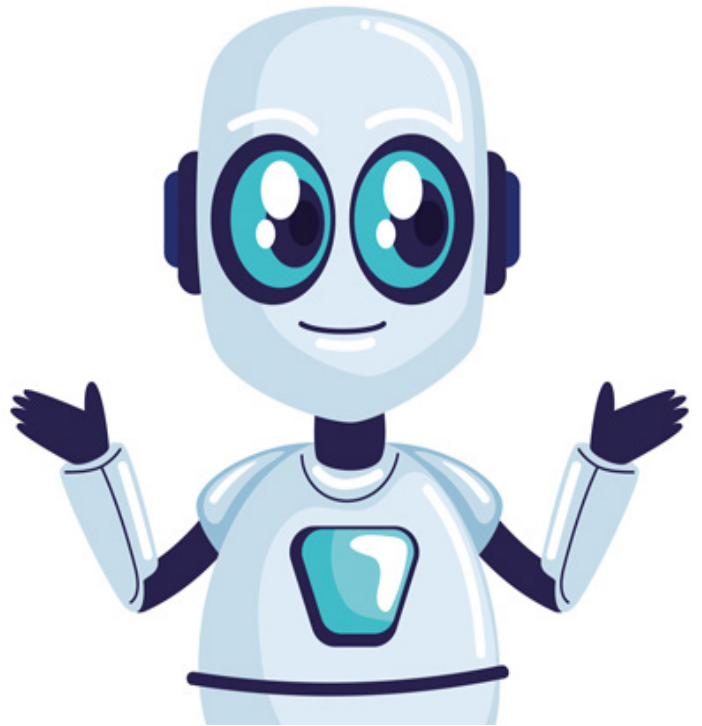
You can also find a full archive of *Outasite* and *Outasite Lite* at tenants.org.au/thenoticeboard •

NCAT'S PROCEDURAL DIRECTION ON GENERATIVE AI

In April 2025 the NSW Civil and Administrative Tribunal (NCAT) developed its own Procedural Direction regarding the use of Generative AI. The NCAT direction draws from Supreme Court Practice Note Gen 23 and is applicable to all Tribunal proceedings from its commencement date.

The Tribunal does not ban the use of AI in full but does put restrictions on how it can be used, particularly where it is producing what may be evidence in a case. This includes statutory declarations, witness statements, expert evidence or reports. NCAT permits the use generally where AI is helping organise information, so long as personal or private information, including the other parties, is held securely. For anyone using it in the permissible ways, it is important that people review both the guidelines and the material produced carefully before use, and double checking before submitting what AI might have created.

NCAT's direction states leave can be sought to use generative AI in exceptional circumstances or in some types of written summaries or submissions. Seeking leave and/or following the requisite conditions of NCAT might be more onerous than beneficial.



Graphic of a robot shrugging – magnific.com

“The Tribunal does not ban the use of AI in full but does put restrictions on how it can be used, particularly where it is producing what may be evidence in a case.”

MORE INFO

For clear guidance about what is considered generative AI, where it can be used and when it is prohibited, take a look at the *NCAT Factsheet: Use of Generative AI in Tribunal proceedings*:

ncat.nsw.gov.au/documents/factsheets/ncat-fact-sheet-generative-ai.pdf

and *NCAT Procedural Direction 7*:

ncat.nsw.gov.au/documents/procedural-directions/ncat-pd7-use-of-generative-ai.pdf

The Tenants' Union blog article *AI and tenancy advice: Helpful tool or hidden risk?* also delves into the privacy and data risks in the use of generative AI and ways it can contribute to widespread misinformation:

tenants.org.au/blog/ai-and-tenancy-advice-helpful-tool-or-hidden-risk •

BUILDING APPROVALS BILL WILL MEAN CHANGES FOR RESIDENTIAL LAND LEASE COMMUNITIES

The *Building (Approvals and Practitioners) Bill 2026* (BAP Bill) was introduced to the Legislative Assembly in early May 2026 by the Minister for Better Regulation and Fair Trading Anoulack Chanthivong MP.

The Bill has several parts to it which the NSW government has identified as being necessary for simplifying the design and certification process for the building industry, for improving accountability from the industry and offering better consumer protections for people who purchase a new home.

The Bill will make consequential amendments to other Acts including changes that impact land lease communities.

THE BILL WILL:

- Remove manufactured homes from the definition of “premises” in the *Environmental Planning and Assessment Act 1979*.
- Manufactured homes will no longer be exempt from the definition of ‘building’ under the *Environmental Planning and Assessment Act 1979*. Therefore make it possible for manufactured homes to be classed as buildings in the soon to be established BAP Act.
- Remove the definition of Manufactured Home and Manufactured Home Estate from the dictionary within the *Local Government Act 1993*.
- Remove manufactured homes from the definition of “Moveable Dwellings” in the *Local Government Act 1993* which assists with it being able to be classed as a building under the BAP Act in the near future.

- Other amendments to the *Local Government Act 1993* will also omit ‘manufactured home’ and ‘manufactured home estates’ from section 124 and section 68 such that they do not need s68 approvals and will no longer be referenced in s124 which empowers councils to issue orders. They will move into more standardised building approvals and completion systems.
- The definition of a “manufactured home” and “manufactured home estate” as they currently exist in the *Local Government Act 1993* will be moved into the definitions section of the *Residential Land Lease Communities Act* under the definition of “home.” We expect this is intended to preserve the existing consumer protections for home owners in land lease communities.

We still have some concerns and some questions about a few of the consequential amendments that will be made and what it will mean for various categories of homes and types of communities covered by the *Residential (Land Lease) Communities Act 2013*.

The Tenants’ Union is monitoring these changes – we will continue to keep you informed about how the changes relate to land lease communities.

At the time of writing the Bill has passed both houses of parliament and is listed as awaiting assent.

MORE INFO

Building (Approvals and Practitioners) Bill 2026:
parliament.nsw.gov.au/parliamentary-business/bills/bill-details?billId=18895&ref=1849 •

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