



Manufactured Home Parks

Buying a manufactured home and moving
into a manufactured home park

THE LAW

The *Manufactured Homes (Residential Parks) Act 2003 (Qld)* (Act) contains the law about the operation of manufactured home parks and the obligations of park and manufactured home owners in Queensland. It does not contain the law about the rights of tenants, landlords or the resolution of neighbourhood disputes. It also does not contain specific laws about contracts to buy or sell a manufactured home.

IMPORTANT NOTE

This kit is aimed at home owners who are considering entering a site agreement after 1 September 2019. Existing home owners who entered into a site agreement prior to 1 September 2019 should be aware that the forms have changed, and that park owners are no longer required to provide incoming home owners with a Home Owners Information Document. Instead, the Initial Disclosure Document, Supplementary Disclosure Document, a copy of the current park rules and the site agreement are the required precontractual disclosure documents. For home owners who entered the site agreement before 1 September 2019, the Home Owners Information Document provided at the time of entry to their site agreement remains in force.

Please note:

This self-help kit is designed to give you an overview of some key issues that you should consider before making the decision to purchase a manufactured home in a residential park. However, this information is not a substitute for legal advice.

The Queensland Retirement Village and Park Advice Service (QRVPAS) cannot give prospective home owners this kind of in-depth advice and, in particular, we cannot provide advice about contracts for purchasing a manufactured home or building/construction disputes.

If you require legal advice or assistance, we recommend you contact a private solicitor. We maintain a private solicitor list for the greater Brisbane area, available on our [Caxton Legal Centre website](#). Contact details for other private solicitors can be obtained from the Queensland Law Society via phone (1300 367 757) or their [Find a Solicitor](#) webpage.

Caxton Legal Centre Inc.

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Know Your Rights! www.queenslandlawhandbook.org.au

This information is current at February 2021.

Disclaimer

This information is intended only as a guide. It is not a substitute for legal advice.

No responsibility is accepted for any loss, damage or injury, financial or otherwise, suffered by any person acting or relying on information contained in or omitted from this publication.

ABOUT THIS KIT

This self-help kit is designed to assist potential home owners in a manufactured home park understand the processes, their rights and obligations when moving into a manufactured home park in Queensland.

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This kit should be read together with the disclosure documents, including the site agreement and the park rules, which should be provided to you by the park owner of a manufactured home park before you decide to sign anything. Blank copies of these documents are available on the [Department of Housing and Public Works website](#) or by calling them at 13 QGOV (13 74 68).

COMMON TERMS EXPLAINED

Cooling-off period: the cooling-off period starts after the buyer signs a new site agreement or from the date the park owner agrees to assign an existing site agreement. A buyer may terminate the site agreement within the cooling-off period without penalty and be refunded any money they have paid to the park owner and seller.

Disclosure documents: the documents the park owner is legally required to give to the buyer before entering into a site agreement.

Disclosure period: the disclosure period is the time between when the buyer is given disclosure documents and when they can lawfully enter a site agreement. The buyer can choose to reduce the disclosure period, but only after getting advice from a lawyer.

Home owner: a person who owns a manufactured home that is on, or will be on, a site in a residential park where there is a site agreement. It also includes a person who obtains an interest in a site agreement for example as the result of a deceased estate. It does not include a person who is renting a manufactured home.

Manufactured home: a structure that has the character of a house but is designed to be able to be moved from one position to another and is not permanently attached to the ground. A caravan is not a manufactured home.

Park owner: a person who owns a park where manufactured homes are located. Park owners may be represented by their agents (such as a manager) during the purchase process.

Manufactured home park: an area of land that includes sites for manufactured homes, along with common areas and facilities for the personal comfort, convenience or enjoyment of home owners. Manufactured home parks are sometimes described as an 'over 50s lifestyle resort' and can be mixed use (i.e. shared with caravan parks or tourist accommodation).

Sale agreement: a contract between the seller and buyer of a manufactured home that, when completed, transfers ownership of the home from the seller to the buyer.

Selling authority: a form that is signed by the home owner that appoints the park owner to sell the home owner's home.

Site: the land that a home owner rents from a park owner where the manufactured home is positioned.

Site agreement: the agreement between the home owner and park owner that includes allowing the home owner to rent the site from the park owner; it also states where the home is located and gives the home owner the right to use common areas and facilities.

MOVING INTO A MANUFACTURED HOME PARK—BUYER BEWARE!

Manufactured homes may offer an affordable alternative to buying a house and can be an attractive option because of the lower upfront cost, access to communal facilities such as pools and gyms, and community atmosphere. Manufactured home parks are becoming more popular as they are increasingly being marketed as an alternative to the traditional retirement village.

However, it is important to understand that owning a manufactured home is not the same as owning a house, or living in a retirement village.

Before buying and moving into a manufactured home in a residential park, you need to understand that:

- you will not own the land that your home is positioned on
- you are required to pay rent for the land that your home is positioned on, and this will be in addition to the cost of buying the home/any mortgage repayments that you might be liable for
- the rent that you pay for your site will be regularly increased
- you will usually have to continue to pay rent for as long as your home is on the site (even if you are no longer living in it for example if you moved to aged care but have not yet sold the home).

Because you do not own the land itself, in certain circumstances the park owner can terminate your site agreement and require you to vacate the land (i.e. remove your home from the site), which can be very expensive.

Communal living

Living in a manufactured home will involve living in a community and sharing facilities.

Before moving into a manufactured home, it is important to consider how you will feel about sharing facilities and space with other people.

You will not have any control over who these people are and limited recourse if you do not like how they behave. You may be living closer to your neighbours, and may have to tolerate more noise than you are used to.

You will also have limited ability to influence how certain things in the park operate, and you will be required to abide by rules that you are not required to abide by in the general community.

Some people find it helpful to talk to other home owners to try and get a sense of the community that exists at the park, and whether home owners have a good relationship with park management.

Other options

It is a good idea to think about what is motivating you to move into a manufactured home to ensure these motivations are aligned with the lifestyle that you are likely to achieve through your move. It may be that another option is more closely aligned to your motivations. These options may include buying or renting a house or apartment, or moving into a retirement village, a retirement rental or an aged care facility.

Financial considerations

It is important to think about whether you can afford to live in a manufactured home, and whether it is the best decision for you based on your financial circumstances.

If you borrow money to purchase a manufactured home, you will be required to meet your loan repayments as well as paying your site rent.

Purchasing a manufactured home could impact any Centrelink benefit you receive. If you do receive a Centrelink benefit, you might be eligible for rent assistance to help you to pay for the site rent. Getting financial advice and contacting Centrelink will help you to understand whether purchasing a manufactured home is a good financial decision.

BUYING A MANUFACTURED HOME —A TWO-PART PROCESS

Part 1: Agreement for the sale of the manufactured home



When you buy a manufactured home, you are purchasing the home and then renting the site that the home is positioned on.

You can either buy a new manufactured home (constructed on the site or relocated from elsewhere) or purchase an existing home from the park or a former home owner.

If you buy a new home, you will enter into an agreement to buy and/or build the home as well as a separate site agreement with the park owner.

If you buy your house from an outgoing home owner you will enter into an agreement to purchase the manufactured home from the home owner. You then have the option of taking over the former home owner's site agreement or entering into a new site agreement with the park owner. If you intend to take over their existing site agreement (known as an 'assignment'), the seller must notify the park owner that they are proposing to assign the site agreement to you. The park owner cannot unreasonably refuse to agree to the assignment. A refusal can be challenged in the [Queensland Civil and Administrative Tribunal \(QCAT\)](#) (see our [Dispute Resolution factsheet](#) for more information about this process).

Either way, the purchase of the home and the renting of the site are two separate legal arrangements. It is

important to understand that you may not be dealing with the same party for both of those transactions even if you have been talking to the same salesperson about the process. For example, the home may be being built by a developer who is a different legal entity to the company running the park.

Whether you are considering purchasing your home from a home owner or a park owner, it is important to get a building and pest inspection and valuation. You should also check to make sure the home and the site match the descriptions given in the sale agreement contract and site agreement documentation. The site should be clearly defined with its dimensions specified. If you are purchasing a new home, you should ensure that the seller is liable for the costs of rectifying any defects in the building.

You should also be aware that there is no guarantee that the park owner will continue operating the park indefinitely, and park management may change.

CONSIDER ...

When buying a home and entering into a site agreement with another person, take time to think through who will own the home and, if you buy together, how you will share ownership. Whatever your intentions, they should be clearly documented. You should also consider amending your will after buying a manufactured home to make sure it reflects your wishes.

Part 1: Sale agreement for the home

There is no standard form for a sale agreement because the sale of a manufactured home is not regulated by the Act. Instead, it will be up to you to negotiate the sale agreement with the current owner of the home ('the seller').

To be a legally binding contract, you and the seller need to ensure the sale agreement includes:

- an offer made and accepted (e.g. the seller makes an offer to sell the home at a set price and you accept this)
- an agreement about the essential features of the sale agreement (e.g. you and the seller agree about the sale price, what is being bought and sold, when payment is due and when you will get ownership of the home)
- consideration (e.g. the seller promises to give you ownership of the home, and you promise to pay the sale price)

- the intention by you and the buyer to create the contract.

Whilst there is no legal obligation to confirm the sale in writing, it is generally advisable to do so. Whilst it is possible to commence legal proceedings to enforce a verbal agreement, enforcing a written contract of sale will be much more straightforward. If you are asked to sign an agreement that has been drafted by a lawyer, or contains clauses that you do not understand, you should get legal advice.

Our [Queensland Law Handbook Consumers and Contracts chapter](#) provides more information about entering into contracts and our [factsheets regarding disputes](#) describe the negotiation process.

NOTE ...

QRVPAS is unable to assist with negotiations or contracts for the sale of a manufactured home. If you require legal advice or assistance you should try another community legal centre or a private solicitor.

Part 2: Site agreement for the site

If you have decided to move into a manufactured home park you will need to enter into a site agreement to rent the land your home is positioned on. This is the second part of the sale process.

You can decide whether to take over the current home owner's site agreement, or negotiate a new site agreement with the park owner. It is the buyer's choice.

If you are buying from a home owner in the park, you should ask the seller for a copy of the existing site agreement. You should also speak to the park owner and ask for a copy of the new site agreement. You can then compare the terms of the existing and new site agreements. If you need assistance comparing the contracts, speak to a private lawyer.

The process, and your obligations, will differ depending on whether you choose to enter a new site agreement or ask to take over the current site agreement. In either case, the park owner must make sure you are provided with disclosure documents before you enter the site agreement.

Disclosure documents

Before you enter into a site agreement, it is a legal requirement that the park owner provides you with the precontractual disclosure documents. These are:

- a [Form 1A Initial Disclosure Document](#)
- a [Form 1B Supplementary Disclosure Document](#)
- two (2) copies of the proposed [Manufactured Homes Form 2 Site Agreement](#) or, if you are taking assignment of the seller's site agreement, a copy of their site agreement
- a copy of the current park rules, along with information about any proposed changes to the park rules.

These disclosure documents are the important documents that you will receive. They contain essential information about the park and your rights and obligations as a home owner.

Initial Disclosure Document

The Initial Disclosure Document must be provided in the approved form (Form 1A) and contain an overview of the key features of the park and the site rent payable.

It includes:

- the amount of site rent that is currently, or is to be, payable for the site
- the next general increase day for site rent for the site
- how rent for the site can be increased
- the amount of site rent that has been payable for the site in the last three years, including the amount of any increase or decrease.

The park rules, including any proposed changes, must be listed on or attached to the form.

The purpose of this document is to provide you with preliminary information about site rent, how it may be varied and the rules that apply to living in the park before you make the decision to move in.

Supplementary Disclosure Document

The Supplementary Disclosure Document must also be provided as an approved form (Form 1B) and sets out your rights and responsibilities under the Act.

It includes:

- information identifying the park, the park owner and the manager
- details of the communal facilities
- the home owner's and park owner's responsibilities
- how the site agreement can be terminated or assigned (transferred) to someone else

- how disputes can be resolved
- a recommendation that you obtain legal advice before entering into or transferring a site agreement.

The Supplementary Disclosure Document will help you understand what it is like to live in a manufactured home park, including what community facilities are available, the responsibilities of the park owner in the day-to-day running of the park, and what behavioural standards will be expected of both you and the park owner.

Site Agreement

The site agreement provides all the conditions of your agreement with the park owner including the location of the home and what you can and cannot do in common areas and facilities. The park owner must pay the costs of preparing the agreement and keep a copy of the agreement until one year after the agreement is terminated.

Standard terms are conditions outlined in the legislation and incorporated in all site agreements, and include your responsibilities, the responsibilities of the park operator and the park rules (explained below).

The site agreement may also contain special terms. Special terms relate specifically to your manufactured home park and are not prescribed by legislation. Special terms can be varied either by agreement between you and the park operator or, where you cannot agree, by an order made by QCAT.

There are certain special terms that are not allowed in site agreements such as:

- rules calculating rent in a misleading way or requiring you to pay charges that are not properly explained
- terms specifying how you can sell the home and assign your site agreement to a buyer
- terms requiring you to give a current building inspection certificate to the park owner
- terms restricting you from making any alterations inside your home (provided it is not visible from the outside)
- indemnity clauses that attempt to make you liable for any loss suffered by the park (where you/your guests/tenants did not cause it)
- terms that attempt to remove the park owner's liability for negligence or breach of contract (if it is caused by them)
- any terms requiring you to appoint the park owner as your attorney

- any terms creating monetary penalties on home owners for non-compliance with the site agreement (e.g. a \$20 fee for parking in the wrong space).

The process for entering a site agreement varies depending on whether you are entering a new site agreement or taking an assignment of the sellers existing site agreement.

Park Rules

Park owners may also make park rules concerning the use of communal facilities, noise, sports and recreational activities, speed limits, parking, rubbish, pets and other park-related matters. Both park owners and home owners must comply with these rules.

The park rules form part of the terms of your site agreement, and if you breach any park rules you may be at risk of having your site agreement terminated. For this reason it is important to also make sure you review all of the park rules in detail and ensure that you will be able to comply with them.

ENTERING A SITE AGREEMENT

A new site agreement



If you are entering a new site agreement the park owner should provide you with the following precontractual disclosure documents at least 21 days prior to signing the site agreement:

- the Initial Disclosure Document
- a copy of the current park rules, along with information about any proposed changes to the park rules.

The park owner should also provide the following documents at least 14 days before you sign the site agreement:

- the Supplementary Disclosure Document
- two (2) copies of the new site agreement.

You can agree to reduce the precontractual disclosure period to less than 21 days, but at least seven days, between receiving these documents and signing the site agreement by providing the park owner with a [Form 1C Precontractual Disclosure Waiver](#) after getting advice from a lawyer.

To enter into the site agreement you must sign and return both copies of the site agreement to the park owner. The park owner must, within 10 days of counter signing both copies, return one copy of the site agreement to you.

Cooling-off Period for New Site Agreements

You have a cooling-off period within which you can terminate the site agreement without penalty.

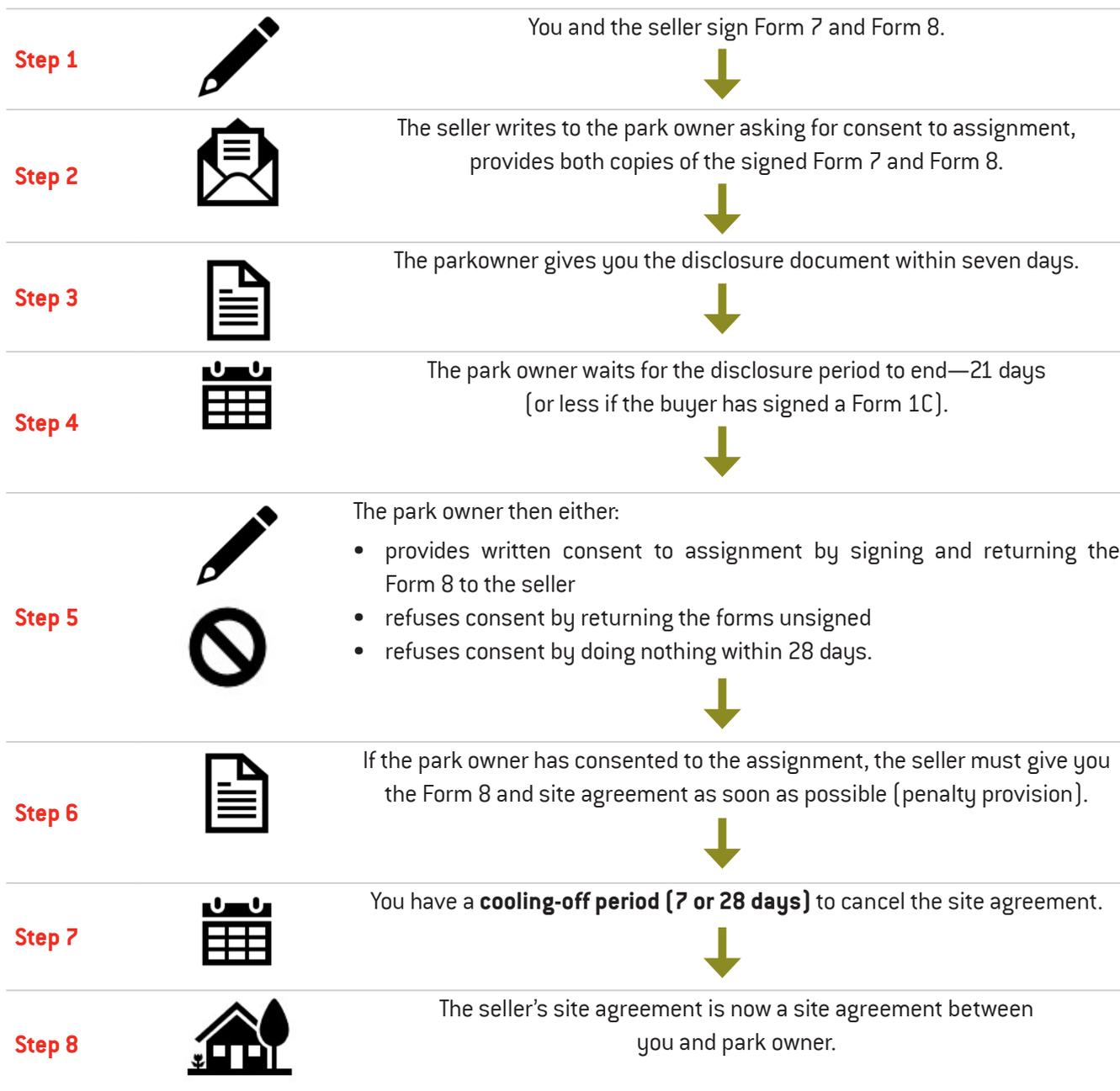
The cooling-off period commences on the day the last person (you or the park owner) signs the site agreement. The length of the cooling-off period will depend on whether the park owner has met the precontractual disclosure requirements by giving you the disclosure documents within the following timeframes:

- If the park owner has met the precontractual disclosure requirements, you have a **7-day cooling-off period**.
- If you have not met the precontractual disclosure requirements, **the cooling-off period is 28 days**.

To terminate the contract in the cooling-off period, you will need to give the park owner, seller and any financier (e.g. a bank who has security interest in the manufactured home) a [Form 3A Termination Notice for Site Agreement – by Home Owner in Cooling-off Period](#) within the relevant cooling-off period.

You will need to nominate a termination date, which is within 28 days of the notice being issued to the park owner, seller and financier (if any). If you have paid any money under the site agreement, and you terminate within the cooling-off period, the park owner must refund this to you within 14 days.

Assignment of an existing site agreement



Where you are purchasing a manufactured home from a home owner in the park, it is possible to take over the current site agreement from the seller, rather than entering into a new site agreement. This is called 'taking assignment' of the sellers site agreement.

If you want to take assignment of the sellers existing site agreement, the seller must give the park owner:

- one copy of the [Form 7 Notice of Proposed Assignment](#) to notify the park owner that they want to sell their home to you, and that you wish to buy it
- two copies of the [Form 8 Form of Assignment \[Transfer\]](#) signed by you and the seller.

The park owner must then give you the following precontractual disclosure documents within seven days of receiving the Notice of proposed assignment:

- the Initial Disclosure Document
- the Supplementary Disclosure Document
- a copy of the current park rules, along with information about any proposed changes to the park rules
- a copy of the seller's existing site agreement.

The park owner must ensure you receive these documents 21 days before they consent to the assignment, to allow you time to consider the documents and get legal advice. The park owner must provide you with the precontractual disclosure documents even if they intend to refuse, or subsequently refuse, to consent to the assignment of the sellers site agreement to you.

Again, you can agree to reduce the precontractual disclosure period to less than 21 days, but at least seven days, by providing the park owner with a Form 1C Precontractual Disclosure Waiver after getting advice from a lawyer.

Park Owners Consent to the Assignment

The seller's site agreement can only be assigned to you with the consent of the park owner. To consent to the assignment, the park owner must sign and return one copy of the Form of Assignment [Transfer] to the seller within 28 days of receiving it. The seller must then give you a copy of Form 8 and the seller's copy of the site agreement as soon as possible.

The park owner can refuse to consent to the assignment by returning both copies of the unsigned Form of Assignment [Transfer] to the seller within 28 days. If

the park owner does not return the signed form to the seller within 28 days after receiving it, the park owner is taken to have refused to consent to the assignment.

The park owner must not unreasonably refuse to consent to the assignment, and must give the seller written notice setting out the decision and reasons for refusal. The seller can then use the dispute resolution under the Act to try and resolve a dispute about a refusal to consent to the assignment of a site agreement.

Cooling-off Period for Assignment of Site Agreements

You then have a cooling-off period within which you can terminate the site agreement without penalty. The **cooling-off period is 7 days** if the park owner has met the precontractual disclosure requirements, and **28 days** if they have not.

To terminate within the cooling-off period, you need to give the park owner and the seller a [Form 3B Termination Notice of Assignment Agreement – by Home Owner in Cooling-off Period](#). The form must nominate a termination date within 28 days of the termination notice being issued.

If you have agreed to buy the manufactured home from the seller, the sale agreement will also end on termination date, and ownership of the home reverts to the seller.

LIVING IN A PARK

Costs

Home owners are required to pay rent.

The site agreement provides the amount of rent payable and when it is due.

The site agreement and the Initial Disclosure Document will also set out the ways that the park can increase or decrease your site rent. Site rent can be increased annually, but this can only be calculated on one basis at a time (e.g. a CPI increase or a market review—**not both simultaneously**).

Site rent can also be increased in certain other circumstances such as if the park incurs significant increased operational costs, unforeseen significant repair costs or necessary significant facility upgrades.

Costs related to utilities (electricity, gas, sewerage and water) can either be incorporated into your site rent or can be metered and billed separately. Your site

agreement should tell you whether utility costs are included in your site rent or not. If you pay a separate bill for your utilities, the park is not allowed to charge you more than the actual cost of the provision of the relevant utility. You can ask the park owner to provide you with a copy of the utility account to determine if you are being charged correctly.

It is important to understand that if you move out of your home (e.g. if you decide to go travelling or need aged care), you might still have to pay rent until you find a new buyer for your home. You should consider whether this will be affordable for you in the long term.

Park facilities and common areas

One of the attractive things about living in a manufactured home park can be the access to facilities such as pools, tennis courts, barbecue areas, gyms and other common areas. The rent that you pay as a home owner in a manufactured home park contributes to the maintenance of these facilities. The park owner must ensure that you have reasonable access to those common areas and facilities.

Maintenance

The park owner is responsible for maintaining common areas, park facilities and trees located on the common property.

Facilities should be clean and fit for use by home owners, and trees should not pose a risk to any person or property.

You are responsible for maintaining your home so that it is clean and fit to live in. Responsibility for the maintenance for the rest of your site (e.g. the grounds immediately surrounding your home) will depend upon the terms of your site agreement. You may be required to maintain the site, or you may have to pay a fee for the manager of the site to maintain it for you. Responsibility for maintenance of trees on individual sites should also be outlined in your site agreement—if this is not specified, you should ask for this to be clarified in writing in the site agreement.

Your obligations

As a home owner you will be required to respect the rights of other people and the park owner in the park. In particular, you must not:

- interfere with the reasonable peace, comfort or privacy of another home owner (or their guests/tenants)

- harass or intimidate the park owner or their employees/contractors
- act in a way that negatively affects the health and safety of people working in the park.

You should also ensure that any tenants or guests in your home comply with these requirements.

Park owner's obligations

Park owners are also required by law to respect the rights of home owners and other people in the park, and their obligations include:

- not interfering with the reasonable peace, comfort and privacy of home owners
- taking reasonable steps to ensure home owners, residents and their guests do not interfere with the peace, comfort or privacy of other people in the park
- doing their best to ensure that home owners and other residents live in an environment free from harassment and intimidation
- not unreasonably restricting the right of a home owner or other resident to exercise autonomy over their personal, financial or other matters or possessions
- responding to correspondence from home owners within 21 days (providing it has not already been dealt with).

Age limits

Unlike retirement villages, manufactured home parks are generally not exempt from age discrimination laws. This means that even though the park may be referred to as an 'over 50s park', the park owner cannot refuse to let people move in who may be below that age limit (unless they have been granted a specific exemption under age discrimination laws).

SELLING AND MOVING OUT

REMEMBER ...

The site agreement is the contract between you and the park owner that provides you with the right to have your manufactured home located on their land. If your site agreement is terminated, you are expected to vacate the site (i.e. remove your home) unless you are selling your home to an incoming home owner.

Terminating your site agreement

Your site agreement can only be terminated by:

- you during the cooling-off period
- you, after the cooling-off period finishes, by providing up to 28 days notice in writing that you intend to terminate your agreement (and vacating the site by the termination date)
- mutual agreement between you and the park owner (this cannot be in the site agreement itself, that is the site agreement cannot be for a fixed term)
- the park owner after obtaining an order from QCAT if:
 - you have breached the site agreement and not remedied the breach within 28 days
 - you have assaulted a person at the park
 - you have destroyed property at the park
 - you are using your site for a purpose other than as a residential home
 - you, your tenant or your guest keep interfering with the quiet enjoyment of other people who live in the park
 - the park owner wishes to use the residential park land for another purpose (redevelopment). See our *Frequently Asked Questions* factsheet for more information about how redevelopment can affect home owners in a park.

Selling your manufactured home

CONSIDER ...

The park owner is not obligated to buy your home from you. Sometimes it can take a long time for manufactured homes to sell, and there is no guarantee that you will sell your home for the same amount of money that you purchased it for. Until your manufactured home sells, and while it is still located on site at the park, you will continue to be liable to pay site rent. If you fail to pay rent and your agreement is terminated, the home must be removed or it will be treated as abandoned and become the park's property.

As a home owner you have the right to sell your house. If you intend to sell your house, you must tell the park owner. You can only place a 'For Sale' sign outside your unit if this is allowed in your site agreement.

The park owner must not interfere with the sale. They must not prevent people from viewing your home, although they may have rules about how and when people view your home. For example, some parks do not allow days for an 'open home' due to privacy concerns for other home owners at the park.

A park owner can refuse to consent to a sale if there is a good reason for the refusal. If a park owner refuses to consent to the sale, they must give reasons for their refusal. You can challenge their decision by making an application to the QCAT.

You can get the park owner to sell your home. The home owner may complete and sign a selling authority to appoint the park owner as the home owner's agent to sell their manufactured home. The park owner's fee is the same as the standard real estate agent's maximum commission, which is 5% of the sale price if the home sells for less than \$18 000, or, if the sale price is over \$18 000, \$900 plus 2.5% of part of the sale price over \$18 000. The park owner cannot charge you any other fee when your home is sold.

READ ...

For more information read our [Selling and Moving Out factsheet](#) for comprehensive guidance on the sale process, and the [Form 1B Supplementary Disclosure Document](#), which also outlines the process for terminating site agreements and selling a manufactured home.

CHECKLIST: THINGS TO DO BEFORE YOU BUY AND MOVE IN

You should take the following steps before signing a site agreement or finalising an agreement to buy a manufactured home in a park.

- | | | |
|-----|---|--|
| 1. |  | Read the Initial Disclosure Document and the Supplementary Disclosure Document. |
| 2. |  | Read the site agreement. |
| 3. |  | Read the park rules. |
| 4. |  | Check that anything advertised or promised by a sales agent is included in your site agreement. |
| 5. |  | If you are purchasing the manufactured home from an existing home owner, make sure the Initial Disclosure Document lists the amount of site rent currently payable for the site. |
| 6. |  | Visit the site to ensure that you know where the proposed site boundaries are, check to make sure that the home and the site match the descriptions that are contained in the site agreement and contract. |
| 7. |  | Speak to other home owners about their experience living in the park. |
| 8. |  | Seek legal advice about the precontractual disclosure documents, site agreement and anything that you are unsure about (including any implications that the transaction might have on your will or estate planning). |
| 9. |  | Check with Centrelink to see whether you are eligible for rent assistance if you purchase a manufactured home and to see whether it will affect your pension. |
| 10. |  | Seek financial advice about whether purchasing a manufactured home is the right thing for you based on your financial circumstances. |
| 11. |  | Check with the local government to find out if there are any development proposals relating to the park land. |
| 12. |  | Have a building and pest inspection done on the home that you are considering buying. |
| 13. |  | Read the Initial Disclosure Document and the Supplementary Disclosure Document. |

FURTHER READING

The Department of Housing and Public Works publishes information about buying a manufactured home in a residential park on [their website](#).

CONTACTS

QUEENSLAND RETIREMENT VILLAGE AND PARK ADVICE SERVICE

This service, situated at Caxton Legal Centre Inc., provides free legal advice and information about the law relating to manufactured homes.

Caxton Legal Centre
1 Manning Street
South Brisbane Qld 4101

Tel.: (07) 3214 6333

www.caxton.org.au

ASSOCIATED RESIDENTIAL PARKS QUEENSLAND

Associated Residential Parks Queensland provides advocacy services for current and prospective manufactured home owners in Queensland.

PO Box 1124
Park Ridge Qld 4125

Tel.: (07) 3040 2344

email: membership@arpq.org.au

www.arpq.org.au

QUEENSLAND LAW SOCIETY

Law Society House
179 Ann Street
Brisbane Qld 4000

Tel.: 1300 367 757

email: info@qls.com.au

www.qls.com.au

DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

This department provides a free dispute resolution service to help mediate disputes without having to go to court.

Tel.: 1800 017 288 (toll free outside Brisbane)

FINANCIAL INFORMATION SERVICE

The Department of Human Services' Financial Information Service is a free service that can help you make informed decisions about your finances.

Tel.: 13 23 00

MONEYSMART

The Australian Securities and Investments Commission's MoneySmart over 55s website has a range of helpful financial information, including super and retirement calculators, and information on getting financial advice.

www.moneysmart.gov.au

MANUFACTURED HOME OWNERS ASSOCIATION INC.

This association provides advocacy services for current and prospective manufactured home owners in Queensland.

Tel.: 0492 588 149

www.mhoa.com.au

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

The tribunal can make orders about disputes relating to manufactured homes including about rent, special terms, maintenance of the park, changing park rules and terminating site agreements.

Tel.: 1300 753 228

REGULATORY SERVICES

This unit within the Department of Housing and Public Works is the government authority responsible for investigating complaints and prosecuting breaches of the Act.

GPO Box 690
Brisbane Qld 4001

Tel.: (07) 3008 3450

Fax: (07) 3008 5960

email: regulatoryservices@hpw.qld.gov.au

TENANTS QUEENSLAND/QSTARS

This service provides free tenancy advice for people who are renting a manufactured home, or people living in moveable dwellings in a caravan park under the *Residential Tenancies and Rooming Accommodation Act 2008* [Qld].

Tel.: 1300 744 263

www.tenantsqld.org.au

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