13 July 2021

Committee Secretary
Community Support and Services Committee
Parliament House
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Brisbane Qld 4000

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To the Community Support and Services Committee

Thank you for the opportunity to provide feedback on both the *Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021* and the *Housing Legislation Amendment Bill 2021*.

As the peak body for the caravan park industry in Queensland, these Bills have the potential to significantly impact our sector, a sector which, at the time of the last ASB Census in 2016, provided housing to close to 20,000 individuals, or 0.4% of all residents, in Queensland (excluding caravan park residents living in manufactured homes).

On review of both Bill's, we have decided to focus this submission on the *Housing Legislation Amendment Bill 2021*, as we do not believe that the *Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021* will achieve the objectives of the Queensland Housing Strategy 2017-2027, particularly in relation to ***modernisation*** and ***confidence***. We do not support this second Bill, introduced by Dr Amy MacMahon MP, Member for South Brisbane.

While we understand that the Queensland Government is looking to modernise the existing rental framework, we do not believe that the proposed changes will achieve many of the objectives outlined in the explanatory notes for this bill, specifically:

- ensure confidence in housing markets;
- people investing in the rental market will have better protections and certainty in their tenancy arrangements; or
- improve stability in Queensland's rental market.

While the proposed changes are more palatable than those proposed in the "A better renting future – Safety, security and certainty" Consultation Regulatory Impact Statement, several of the amendments in the Housing Legislation Amendment Bill can be expected to result in a reduction in the amount of housing available for rent, especially at the lower end of the rental market, putting Queensland's more vulnerable residents at greater risk of homelessness.

Over the coming pages we have set out our concerns in relation to this Bill, including several case studies and specific feedback relating to the drafting of the Bill.

Please do not hesitate to contact me on the details on this letterhead if we can supply further information in relation to our concerns and feedback.

Kind regards

Michelle Weston
Chief Executive Officer

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Summary of Recommendations

1) Transitional arrangements to transfer periodic tenants to fixed term tenancies if the lessor wishes to do so.

2) Add "Failure to enter into a new fixed term agreement as requested" as a reason to end a tenancy.

3) Development of a quick and straight forward method for disruptive and threatening tenants to be removed from a close living community such as a caravan park.

4) Introduction of further additional reasons to end a tenancy be added if the Without Grounds option is removed (reasons outlined in submission).

5) Additional accommodation made available by the State Government, available to those tenants that can be expected to be priced out of the market with prescribed minimum housing standards.

6) Prescribed minimum housing standards and other provisions in this Bill to be address in tandem with other wrap around services to support tenancies, particularly in instances where there are mental health concerns, or the tenant is older and needs additional support.

7) That a park owner (or property owner) has the right to require a tenant to make improvements to their own property (owner-occupied dwelling placed on a site) if there is a health or safety concern, or the change would be required under the operating licence of the caravan park.

8) Park owners to have the ability to require individuals living in their own dwelling within the caravan park to install appropriate safety devices as required in the broader community.

9) Additional support must be made available to the property manager/park manager if they are required to visit the property where a tenant remains following the departure of one tenant under the DFV provisions.

10) The Queensland Government extend the maximum stated period in chapter 19, part 4 of the Police Powers and Responsibilities Act 2000, from 24 hours to 48 hours.

11) The Queensland Government make funding available, on application to the tribunal, to cover reasonable costs associated with a tenant ending a tenancy because of DFV, including repairing damage or removing abandoned goods but excluding reletting costs.

12) Provisions, similar to the DFV provisions, be developed to support those with mental health issues in the community, and the community around them.

13) The prescribed reasons for refusing the request for approval to keep pets be amended to "keeping the pet on the property would be contrary to other legislation, regulations, or rules, including local government ordnances, caravan park rules and/or policies, or strata title by-laws".

14) s 184F (5) be updated to reflect that 'not pets are allowed' is still an acceptable reason to refuse the request if it is because of one of the prescribed reasons for refusing the request.

15) Addition reasonable conditions be included in the Bill to provide protections for other people living within the communities where pets will now be allowed.

16) Full consultation on proposed amendments to the regulation around the inclusion of what information must be disclosed to prospective tenants at the time of advertising or offering the rental accommodation.

17) Increase the maximum bond that can be taken for a moveable dwelling tenancy to 3 weeks (or 4 weeks if the electricity is connected to the premises in the owner's name).

18) Increase abandoned goods cap for moveable dwellings to $3,500 recognising the fact that dwellings can also be considered abandoned goods in caravan parks and are often valued significantly higher than abandoned goods in a normal tenancy, are harder to store due to their size and are more costly to remove.

19) The Queensland Government allocate additional resources to QCAT to allow it to effectively address tenancy issues.

20) s 188 (5) be amended to clarify that the tenant's obligations in this instance only relates to the tenant that has proved they are suffering DFV, and only to the extent that the lessor is not responsible for the damage.

21) Tenants leaving for reasons of DFV should provide a conduit through which the lessor can provide important information, this contact may be a government agency or the police.

22) s 211 clarify that the locks on shared facilities must not be changed by a tenant and that any costs incurred to change a lock under s 211 (2) are the responsibility of the tenant.

23) s 212(c) Omit, insert The changing of a lock by the lessor or tenant without the other party's agreement is evidence the party did not have a reasonable excuse for making the change unless the change is made under s 211 (2).

24) s 217 (5) not be inserted.

25) s 308E (5) (b) be removed unless there is a way for the lessor to recover any outstanding rent payments for this period.

26) Update s 184D (5) to reflect that this only applies where a reason listed in s 184B (3) does not apply.

27) s 184E (1) (b) include a note to advise that keeping a pet in a caravan or annexe over summer could be considered inhumane.

28) "Where a tenant has previously had a pet approved and has not complied with the conditions (s 184D (3) (b)) included on the approval in the past" be added as a reason to refuse a request to keep a pet.

29) Where a bond has not been paid previously and an application to keep a pet is requested, the lessor have the right to request a bond (to a total of no more than the amount allowed under the Act).

30) Amend the maximum amount that can be used for emergency repairs to be capped at the same value as the maximum amount allowed to be taken as a bond.

31) Remove "the remote location" from s 221B (4) (c) to allow for instances across Queensland where materials or suitably qualified tradespeople are not available.

32) s 246A be reconsidered to ensure that the behaviour of one tenant that has previously received an order, does not impact other tenants, or tourist guests, in the community.

33) Clear guidance be provided on what is required to meet the expectation of "planned demolition or redevelopment".

34) s 297B (1) (b) (3) be expanded to include any occupants of the park, not just tenants.

35) Amend s 297B (1) (b) (iii) to read "interfered significantly with the reasonable peace, comfort or privacy of a person occupying, or allowed on, premises nearby, or another tenant, or another tenant's appropriate use of the other tenant's property".

36) A fast and efficient system be put in place to address issues of a serious breach, particularly where it puts the health and safety other people at risk.

37) s 350 be amended to provide clarity that if a tenant lets a fixed term lease expire when they have been provided a new fixed term lease, they are considered to no longer have a tenancy agreement in place and their lessor can apply to the tribunal for a warrant of possession.

38) The 6-month embargo on letting a premise following the "change of use" of a site only apply to standard tenancies (not moveable dwelling or short tenancy's) with a three-month embargo applied to a short tenancy or moveable dwelling tenancy.

39) Reduce the "notice for ending of entitlement under employment" from 4 weeks to 2 weeks.

40) Reduce the "notice for change of use" from 3 months to 2 months to bring it in line with the notice period for each of the other new reasons to end a tenancy.

41) Add a notice to leave option for where an owner-occupied dwelling is a risk to the health and safety of the park staff, guests and/or residents, or no longer fit for human habitation.

42) A new reason to end a tenancy "Where it can be established a resident has a mental health condition that is causing fear and intimidation among the other residents and management" be added to the list of reasons to end a tenancy.

43) Additional reasons (and notice periods) should be added Division 3 Notices to leave for short tenancies (moveable dwelling) (reasons outlined in submission).

44) Additional reasons (and notice periods) should be added Division 3 Notices to leave for short tenancies (moveable dwelling) (reasons outlined in submission).

45) Include an exception for instances of vermin plague in Schedule 5A, Part 1, 4.

Background

A caravan park is a complex and multifaceted environment, with many people and personalities occupying space in a very close living environment. Caravan parks in Queensland offer a range of accommodation from short or long-term sites for tourists, through to residential accommodation which may be in the form of an empty site or a dwelling already in place on a site owned by the caravan park.

These properties include many sites in close proximity to each other and as a result the behaviours of an individual can have significant impacts on other residents, guests or staff of the park.

There were close to 20,000 individuals or 0.4% of all residents in Queensland living in caravan parks at the time of the 2016 ABS Census. Queensland is also the state with the highest density of residents living in caravan parks which may be due, in part, to the warmer climate which appeals to retirees looking to escape the colder southern climates.

The 50% of residents living in caravan parks in Queensland were aged over 60 years of age at the time of the 2011 census. Approximately two thirds of caravan park residents in Queensland are over 50 years of age and males represent 61% of all these residents.

Approximately 38% of long-term residents reported in the 2016 census that they were living alone, while a further 27% were living in a household with two people. In contrast to the wider Australian population, only 10% of people reported living alone, with 26% living with one other person. This highlights the increased propensity of caravan park residents to be living in a more isolated social situation than an average Australian, and in many cases is part of the reason that these residents have chosen to live in a caravan park environment.

A total of 33% of residents in caravan parks and manufactured home estates reside outside of major urban areas, compared to just 13% of all Australians who live regionally.

Only 36% of residents in caravan parks and manufactured home parks are engaged in the labour force or seeking employment which is reflective of the average age of residents in these communities. Of those residents who identified as being employed, the average personal income was approximately $573 per week, with 43% earning between $300 and $500 per week.

The average wage for caravan park and manufactured home park residents (who are employed full-time or part-time) is 37% below the Australian average weekly wage of $903. Please note, the census does not discern between income streams, so social benefits, pensions and salaries are included collectively.

Residents in caravan parks are nearly twice as likely to require assistance with core activities (9.8%) compared to the rest of Australia (5.5%). In general, the need for assistance has increased which is reflective of the ageing population. Of those requiring assistance in caravan parks and manufactured home parks at the time of the 2016 census, 37% lived alone.

Rental vacancies are currently low and at the same time the housing market is booming with reports of sales of homes occurring within days of properties being listed. Caravan parks across the state, especially in major centres, are reporting a significantly higher than normal level of enquiry for long term accommodation which they are trying to balance against a higher than normal level of enquiry from tourist guests with international borders currently closed, and increased infrastructure projects in regional areas is bringing workforce accommodation enquiries.

This has created a perfect storm which we can expect to be further exacerbated if mum and dad investors feel that their investment would be safer elsewhere, or they are put in a situation where they feel they are no longer in control of their investment. This too extends to caravan parks which can be expected to transfer their product offering towards tourists and workforce bookings if the regulatory burden and administration associated with offering residential accommodation becomes too great.

Caravan Parks Association of Queensland (CPAQ) currently has 325 caravan park members of which 85% offer some form of residential accommodation. Our members report that people may enter a tenancy in their park as they are:

- Looking for an affordable long term rental option;
- Looking for a long term rental option and like the community feel and additional facilities of the park;
- Temporarily working in a region and in need of somewhere to stay;
- Looking for rental accommodation based on the location;
- Itinerant with no intention to stay for an extended period of time but with no other permanent place of residence;
- Temporarily staying for the purpose of a holiday (although this may be for an extended period of up to five months as they enjoy the more temperate Queensland winters); or
- Temporarily staying as their permanent place of residence is not available to them (e.g. they have just sold their home but have not found a new property yet or their principal place of residence has damage which is currently being fixed).

Short or long-term tenants at a caravan park may bring their own dwelling (e.g. a caravan or motorhome) or may chose to rent a dwelling owned by the caravan park. Caravan park owned dwellings can vary from onsite vans, to motel style rooms, right through to self-contained cabins which may include their own bathroom and kitchen facilities.

As a result, it is important that these properties have different tenancy options available to them.

Short tenancy (moveable dwelling)

Due to the close living environment of a caravan park, and the transient nature of some caravan park guests, the short-term tenancy statements were introduced to allow someone to stay at a caravan park for a period of up to 42 days (with the option to extend by a further 42 days) under a written statement to that effect. These statements are made when (or before) the tenancy starts to ensure both parties understand the grounds and length of the agreement.

These short term tenancy statements after often used by caravan parks that offer accommodation to workers (i.e. seasonal workers), for people that wish to stay in the park for a period of time that have no principal place of residence, and for tourists staying for an extended period that have not permanent principal place of residence in order to ensure that the length of their stay at the park is clear to each party and that the guest does not accidently become a resident by default.

It is not unusual, particularly in the current rental crisis, for a caravan park to use a short-term tenancy statement (and one short term tenancy statement extension) to “try before you buy” when a person is applying for accommodation at a caravan park. This enables the person to see if the caravan park living environment is a good fit for them and it allows the manager to see if the person requesting the accommodation will be a good fit for the park.

Not everyone can adjust to a caravan park lifestyle. The short tenancy option provides the opportunity for a caravan park operator to assess and choose who they wish to stay in the park and do business with. If a particular person is affecting the general environment of the park because of their personality, behaviour, choices, or actions then a park should have the means to ask that person to leave, with reasonable notice.

It is important that either a park owner or a tenant can end a short-term tenancy statement on short notice to provide the flexibility desired with these tenancies and to ensure the peace comfort and quiet enjoyment of the other residents in the park.

Some of the reasons that caravan parks have ended short tenancies before their agreed end date include:

- The person failing to pay site fees as required;
- Reports from other residents regarding the behaviour of the person in and around the amenities block and near children;
- The person allowed to occupy on a short-term tenancy statement was intoxicated and aggressive;
- The person was removed from the park by Police, in relation to matters unknown to the park; or
- A loud domestic issue between occupants of a site that interfered with the peace, comfort and privacy of other guests in the park.

Failure to allow a park owner to end a short-term tenancy with just two days' notice, will result in a significantly higher threshold for vetting potential tenants making it harder for people to find stable tenancies.

Any amendment to these tenancies will negatively impact the objectives of the housing strategy, particularly ***Confidence*** – enhancing the safety and dignity of all Queenslanders, ***Connections*** – ensuring that vulnerable community members are supported to sustain tenancies in appropriate and secure housing.

Transitional Provisions

As with any significant change to a piece of legislation it is necessary to have transitional arrangements to ensure that those that are already operating under the existing Act are not unfairly impacted by the changes. With this in mind, we have the following recommendation in relation to the transition to any amendments in this Bill:

With approximately 25% of tenancies in Queensland currently on periodic tenancies (and a higher percentage than that in caravan parks) it is important that part of the transitional arrangements include the opportunity to transfer these tenants to fixed term tenancies.

Without such a provision it is likely many tenancies will be ended prematurely so that the property owner can enter a fixed term tenancy to ensure that they can review the tenancy at the end of each period.

Recommendation 1: Transitional arrangements to transfer periodic tenants to fixed term tenancies if the lessor wishes to do so.

To reduce the impacts of prescribed minimum housing standards on the amount of rental accommodation available we support the two to three year transition proposed, allowing property owners time to ensure their property meets the required standards.

In our previous submissions on Rental Reform, we raised concern about the availability of qualified trade people and the impact this may have on the time taken to complete a repair in regional and remote areas. In recent months, this availability issue has expanded into South East Queensland as well so if a significant transitional period is not allowed for, it is likely properties will simply be removed from the rental market.

Objectives of the Bill

Objective 1: Support tenants and residents to enforce their existing rights by removing the ability for lessors and providers to end tenancies without grounds

Without significant changes, this amendment does not achieve the objectives of the housing strategy, particularly *Confidence* – enhancing the safety and dignity of all Queenslanders, *Connections* – ensuring that vulnerable community members are supported or *Modernisation* – modernising rental laws to protect tenants and lessors.

Caravan parks are a close living environment and unlike standard rental accommodation, the walls in these communities are made of canvas or lightweight composite material which does not offer the same level of sound proofing as a normal house.

This creates an environment where it is important that the park owner or manager has the right and the ability to remove disruptive residents as Queensland cannot have a situation where the rights of one override the protections of many, and impacting the remaining tenant's peace, comfort and quiet enjoyment of their own home.

We have seen situations in caravan parks in the past where older residents are fearful to leave their dwelling due to the behaviour of one or two other tenants and the park has limited ability to remove the tenant that is causing fear. This issue will be exacerbated should the without grounds reason for ending a tenancy be removed.

CASE STUDY: A 56 year old male resident in a caravan park is having delusional episodes. His mental health condition is well known to management and the other residents.

He is claiming that other people in the park have placed listening devices on his dwelling and that people are watching his every move.

He called the police 2 weeks ago claiming that another resident, a 72 year old man, was trying to kill him. The Police came to the park, woke the elderly man up at 10pm, interviewed him, but took no further action. The elderly man is now quite traumatised.

The male resident then told his father that another person in the park was trying to kill him. The father came to the park and made threatening statements towards that person.

This behaviour extends to threats, intimidation, and abuse towards the park manager, their staff and family members that live onsite.

Every Queenslander has the right to live and work in a safe environment, free from threats, intimidation, and abuse however with the proposed changes to ending a tenancy we can expect to see more instances where park managers are put in a position where they fear for their safety, or the safety of their staff or families, and have no way to remove the tenant without applying to QCAT, a system which is already suffering significant delays, even in the instance of an urgent application.

Unfortunately, due to the nature of the environment of a caravan park we find that tenants are unlikely to provide evidence against other tenants for fear of reprisals which can make it very difficult for a park manager to prove that the behaviour occurs.

Using 'Without Grounds" reason

Through our role supporting the caravan park sector we have heard from many caravan park operators around the reasons that they have used the without grounds reason to end a tenancy in the past.

Largely this reason is used to protect the whole caravan park community as the caravan park operator has a duty of care to everyone staying on their property. The rights of one person living in a caravan park, who is unable to live in the environment reasonably, cannot supersede the protection of the many others living or staying at the park wanting to be in a safe environment.

Harassment

It is not uncommon for people living in a caravan park for a long period of time to take a personal "ownership" of the environment they are in and mentally become the "park police". In their own mind they think it is up to them to tell others what they are doing wrong and basically harass others about how they are living. In reality, these people are interfering with the lifestyle, peace, comfort and privacy of other residents and tourist guests around them.

In every other way they might be a good tenant, they pay their rent, keep their site tidy and clean, but they become obsessed with focussing on what other people are doing and taking people to task. This can sometimes be a mental health condition.

When conversation and discussion fail to remedy this type of behaviour, asking the person to leave, without grounds, is one of the few practical ways of managing this type of situation. "*Without grounds*" gives the person a reasonable amount of time to secure alternative accommodation.

Hoarding

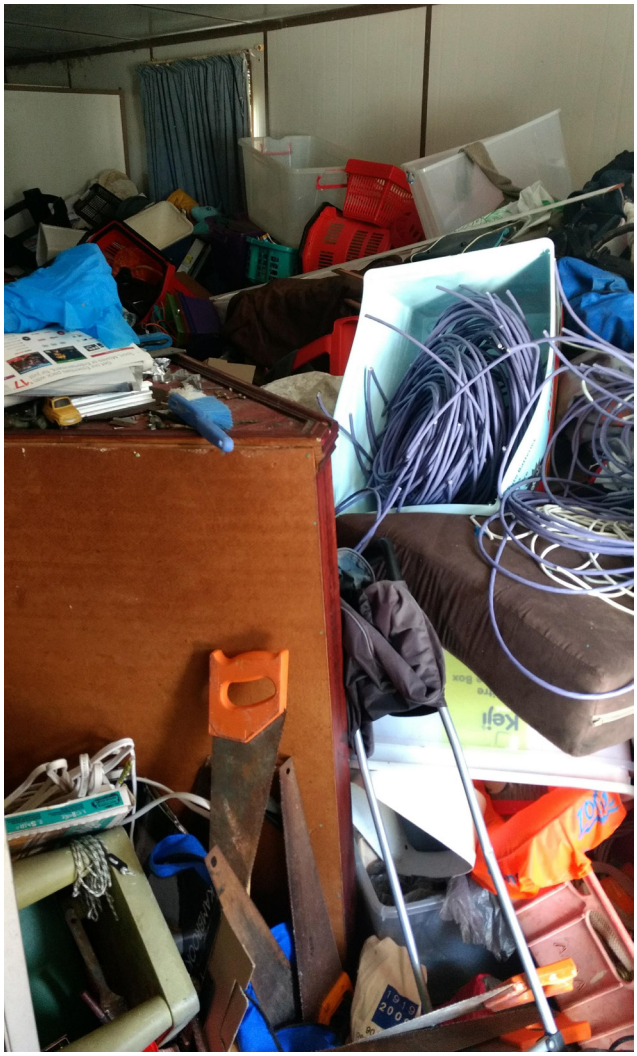
There are many incidences where a resident in a park keeps to themselves and is rarely seen. They pay their rent and are not problematic generally. However, they are keeping their dwelling in a very poor and dilapidated state and hoard belongings.

Hoarding is a common problem that is hard to manage. If the person owns the dwelling, it is very difficult to get them to comply with a living standard that does not compromise the safety and health aspects of other persons living around them.

The resident believes their living conditions are fine, but to anyone else, they are not. Where this situation is unable to be addressed through conversation and discussion and the matter is affecting the health and safety of the surrounding environment (smell/odours, cockroaches, rodents etc), the option of asking the resident to leave, "*without grounds*", is the most practical and viable solution.

Following are images provided from a park where an owner occupier was hoarding, compromising the safety and health of other people in the park.


baby love
Instant coffee




baby love

Neighbour vs Neighbour Disputes

Neighbour versus neighbour disputes happen. Personalities sometimes clash. Again, tenants might be paying their rent and keeping good order in every other way, but it is not uncommon for a resident to develop a dislike of another person and participate in a protracted and ongoing clash with another person, or persons, in the park.

Where the parties will not be reasonable, the dispute cannot be diffused by the park operator and the matter is affecting the peace comfort and privacy of other residents in the park, a viable solution is for one or all the parties involved to be asked to leave, "*without grounds*".

This allows the parties time so that they can seek alternative accommodation (and hopefully peace) at another park.

Illegal behaviour/using the premises for illegal purposes

It is not uncommon for persons living in a caravan park to engage in illegal behaviour. These people are smart and are very good at covering their activities. It is not always easy to produce hard evidence of their activities, although pretty much everyone around them knows what is going on.

Other tenants living in a caravan park get very nervous, anxious and intimidated when this type of activity is going on in their living environment, particularly elderly residents.

The Police will often be called, but evidence can be hard for them to obtain and other residents are often reluctant to provide a witness statement on these matters for fear of reprisal.

To ensure a safe environment and for the betterment of everyone else living there, the park operator requires "*without grounds*" to be effective in removing this type of resident from the park.

Mental Health

It is becoming far more common for a person with a mental health condition to seek accommodation in a caravan park due to the cheaper availability of accommodation, and in some cases the fact that they can be part of a community and receive support from other residents on the property.

Many people with this condition fit in well with the park environment and are terrific community members. Others can suffer varying degrees of episodes that are very difficult and challenging for a park operator to manage.

These episodes can involve abusive and aggressive outbursts, threatening behaviour, assault, damage to property.

A caravan park operator is not a mental health care provider, and they find it extremely difficult to get support or assistance from any government agency or mental health support service to support and assist the resident.

In situations where a reasonable solution cannot be achieved to enable such a resident to remain in a park, the park operator needs "*without grounds*" to end the tenancy, giving appropriate notice to help the person seek alternative accommodation and assistance.

CASE STUDY: A mother and daughter (around 15 years old) shared a caravan. There had been a number of loud and abusive conversations coming from the caravan at night, causing other residents to complain to the park manager. The park manager contacted a community health unit, as there was a child involved and a mental health team came out, spoke to the woman, and assessed her. She and the daughter were subsequently removed from the park (by the Mental Health Unit).

Personal Differences

When a new party takes over the ownership or management of a caravan park, particularly if the new owner/manager is "fresh" to the industry, it is not unusual for a small band of existing residents to try and show the new owner how the residents run the park. When the new owners introduce business practices, rules, or operate the park in a way that is different to what the residents are used to, they become incensed and push back.

We have had cases where residents who are seemingly nice in public, become very intimidating, vexatious and attacking behind closed doors, sometimes using electronic means, Facebook and other social media avenues, to attack and attempt to discredit and intimidate new owners.

This secretive type of assault can be prolonged and very damaging. Again, it is very difficult to prove, but other residents will normally inform the owners who is behind the situation and the perpetrators themselves will usually let something slip.

This is bullying and harassing behaviour that the operator of a caravan park should not have to be faced with.

Where the dispute cannot be diffused by the park owner and the matter is affecting the peace comfort and privacy of other residents in the park, a viable solution is for one or all the parties involved to be asked to leave, "*without grounds*", so that they can seek alternative accommodation (and hopefully peace) at another park.

Dilapidated Dwellings

It is not hard to find dwellings in a caravan park that have been there for a very long time and are in such a state of disrepair that they will, and do, represent a flying materials hazard should a weather event occur. These types of dwellings often have roofs covered in tarpaulins for water proofing and have severe structural problems due the fatigue of the original construction materials.

The owners of these dwellings generally do not have the financial means to repair or renovate, and normally, they just do not have the will to do so either. The park owner cannot force them to bring the standard of the accommodation up to a level that would meet a modern building code and make the dwelling safe, particularly weather event safe.

It is very rare that the dwelling owner would have any type of insurance cover for their home which puts the whole caravan park and caravan park community at risk. Given the insurance implications for the park, the protection of the property and the safety of staff and other persons in the park, a "*without grounds*" notice to leave is normally the most appropriate action to take to address this type of situation.

The following images are from a caravan park with a dilapidated dwelling, these photos were taken after the area around the site was cleared of most loose items.

Objective 2: Provide an expanded suite of additional approved reasons for lessors/ providers and tenants/residents to end a tenancy

In its current form we believe this amendment does not achieve the objectives of the housing strategy, particularly *Confidence* – enhancing the safety and dignity of all Queenslanders, *Connections* – ensuring that vulnerable community members are supported or *Modernisation* – modernising rental laws to protect tenants and lessors.

As mentioned above, these additional approved reasons for ending a tenancy do not address every situation and we are particularly concerned about those instances where a park manager, staff member, other tenant, guest of the park or a family member of a park manager that lives onsite are threatened or assaulted.

Workplace health and safety is a significant concern for all business owners and creating Government legislation or policy that has the potential to put a park owner/property owner/property manager or their staff in a situation that has an increased risk of threats, intimidation or violence is completely inappropriate.

The Labor Government in Queensland states its values are around the betterment for all working men and women in Australia, placing top priority in the dignity of work, job security and workplace health and safety.

Many of the proposed amendments in this Bill place the workplace health and safety of our caravan park managers and staff at significant risk – these individuals should not have to go to work knowing that a resident in their park has threatened, intimidated, and, in extreme cases, assaulted them without penalty.

Local Governments of Queensland recognise that the protection of the broader community is important even if it is at the detriment of an individual's rights where that individual's behaviour is impacting many people within the community.

These Local Governments have a section with their local law or sub-ordinate local law which states:

The local government may require that the approval holder direct a person to leave the caravan park forthwith, or within a specified time, where the person is found to be-

(a) acting in a disorderly or objectionable manner; or

(b) contravening a requirement of this local law or a Local Government Act, which contravention will, in the opinion of an authorised person, adversely impact on the safety or amenity of other caravan park users.

This puts the park manager in a difficult situation where they are unable to remove an individual under the *Residential Tenancies and Rooming Accommodation Act 2008* despite the fact the local laws of their region and their licence to operate may require them to do so.

End of a fixed term lease

We have significant concerns that tenants may end up on periodic tenancies by accident, or due to the manipulation of the tenant. Failure to sign a new fixed term lease prior to the end of the current term has the potential deprive the lessor of their rights to their own property except in a limited range of reasons.

Where a tenant does not either provide notice to leave or sign the new lease which has been provided to them in a timely manner, the lessor must have the right to issue the tenant with a notice to leave on the basis that they have not signed and returned their new lease. The notice period for this could be 2 months from the date the notice is given.

Without an option to address this issue, it is likely lessors will issue a notice to end the tenancy at the same time they issue the new fixed lease, in order to protect themselves in both instances. This would create confusion and greater uncertainty for tenants.

Recommendation 2: Add "Failure to enter into a new fixed term agreement as requested" as a reason to end a tenancy

In the event of a fixed term tenancy these amendments also provide protection from a tenant refusing to sign their fix term renewal on the basis that if they do not it will become a periodic tenancy and they will then be entitled to the protections offered by this form of tenancy despite the fact the lessor did not intend for the property to be leased on a periodic lease.

Addressing behavioural issues

Under the proposed changes to the legislation, we see that the rights of an individual will override the protections of the collective community in which they are living.

There needs to be a simple and straight forward method for disruptive and threatening tenants to be removed from a close living community such as a caravan park without this getting to a situation where someone is hurt, or vulnerable members of the community feel too scared to leave their homes.

Recommendation 3: Development of a quick and straight forward method for disruptive and threatening tenants to be removed from a close living community such as a caravan park

Additional reasons for ending a tenancy

When considering reasons why a lessor may need to remove a tenant, we reviewed section 184 of the Act, which states that a tenant must not:

- use the premises for an illegal purpose; or
- cause nuisance by the use of the premises; or
- interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

Each of the reasons below are designed to provide confidence to both the property owner and the community in which the tenant resides, especially in the instance of a moveable dwelling park which is a close living environment where the behaviour of one can have significant impacts on everyone in the community.

These recommendations will also support the mental health and the workplace health and safety of property managers, caravan park managers and other people working in or on properties where there are tenants and we believe that these recommendations may provide more confidence in the rental market for investors (particularly mum and dad, or incidental, investors) and caravan park operators.

Additional reasons for ending a tenancy (including moveable dwelling tenancies):

- Resident involved in drug use and drug dealing/illegal activities;
- Residents who fail to enter into a new fixed term agreement as requested;
- Resident who used social media to attack, discredit and harass park management;
- Resident who assaults/harasses a member of the caravan park staff or assaults a resident of guest of the park;
- Resident who continually allowed persons who have been issued with a trespass notice and instructed not to enter the park, to enter the park; and
- Where it can be established a resident has a mental health condition that is causing fear and intimidation among the other residents and management.

Additional reasons for ending short tenancies (moveable dwelling):

- Incompatibility and/or unreasonable behaviour;
- Resident involved in drug use and drug dealing/illegal activities;
- Resident who used social media to attack, discredit and harass park management;
- Resident who assaulted/harassed a member of the caravan park staff or assaults a resident of guest of the park;
- Resident who continually allowed persons who have been issued with a trespass notice and instructed not to enter the park, to enter the park;
- Where it can be established a resident has a mental health condition that is causing fear and intimidation among the other residents and management;
- Failure to pay site fees on time; and
- The end of the agreed term.

Recommendation 4: Introduction the above additional reasons to end a tenancy be added if the Without Grounds option is removed.

Objective 3: Ensure all Queensland rental properties are safe, secure, and functional by prescribing minimum housing standards and introducing compliance mechanisms to strengthen the ability to enforce these standards

Without further consideration for the recommendations above (and in the section on transitional arrangements) these changes will not achieving the objective *Modernisation* - improve housing stability in the rental market and *Confidence* - legislation and regulations that enhance the safety and dignity of all Queenslanders and promote the provision of a range of housing options that meet the diverse needs of Queenslanders.

While we support this objective, we note that not all tenancies are the same. A tenancy in a caravan park can range between renting an empty site, which may come with or without access to amenities and facilities depending on the renter and the dwelling they bring on to the site, through to accommodation in a cabin, which often looks like a small house and may include kitchen and bathroom facilities.

It is important that the Act is flexible enough to recognise these differences and to not impose obligations on the caravan park operator that are unrealistic.

We have many examples of situations where caravan park operators have provided a dwelling that is safe, secure, and functional however the tenant has chosen to leave doors open resulting in weather damage, or left rubbish lying around which has resulted in a vermin infestation, despite actions the caravan park operator has taken to minimise the risks of water damage or pest infestations.

With the inclusion of these amendments many of these properties may have to be removed from the rental market completely due to tenant neglect over time.

CASE STUDY: One caravan park in Queensland has a tenant living in a dwelling which they believe is no longer fit for human habitation however due to the mental health of the resident in this dwelling and their strong desire to remain in place, the caravan park has been unable to remove the tenant.

The basic nature of dwellings in caravan parks (and in some situations in the broader rental market) is reflected in the rental price, and a significant change to the minimum standard could potentially price some residents out of the rental market and on to the street should public housing alternatives not be available to them.

In bringing in prescribed minimum housing standards the Government must also put in place additional accommodation which would be available to those tenants that can barely afford to rent the property they are staying in at present, as it will not be the top end of the rental market that is impacted by these changes, rather those who are one step away from homelessness already.

Recommendation 5: Additional accommodation made available by the State Government, available to those tenants that can be expected to be priced out of the market with prescribed minimum housing standards.

This objective needs to be address in tandem by considering other wrap around services to support tenancies and to ensure that tenants treat the property they live in with respect.

While the Tenancy Skills Institute programs are a step in the right direction, more needs to be done to support tenants that are unable to successfully live in the broader community without support, particularly those with mental health issues.

We are receiving a significant increase in the number of reports of residents with mental health issues impacting the peace, comfort and privacy of other residents in the community with the park manager, or lessor in this case, unable to get support for the resident in need.

These challenges extend to the elderly residents of the community, who in many cases either have no family or are estranged from their families.

Recommendation 6: Prescribed minimum housing standards and other provisions in this Bill to be address in tandem with other wrap around services to support tenancies, particularly in instances where there are mental health concerns, or the tenant is older and needs additional support.

Owner Occupied Dwellings

In addition to the proposed changes, we feel that the Bill should be amended to allow a caravan park to require that a dwelling that is brought into their park for a tenancy (i.e. a caravan or motorhome) be fit for human habitation, be kept clean and tidy and in good repair and condition, and, where required, the be secured in a satisfactory manner.

Many owner-occupied dwellings in a caravan park do not meet the same minimum standards that structures owned by the caravan park are required to meet. It is important that minimum standards are equally applied regardless of the ownership of the dwelling to protect everyone within the caravan park as well as visitors and contractors.

While a resident may have a dwelling that is weatherproof, in good repair, fit for human habitation and in a clean and sanitary condition when it arrives at the park, overtime the standard of this dwelling may deteriorate to a point where it no longer meets this standard, potentially putting the park owner's license to operate in jeopardy.

The safety of the other people in the park should not be compromised because the park owner has no ability to require all residents to maintain their own owner-occupied dwelling. To put this in context if you own an unsafe car you are required to take it off the road until such a time as it can be made roadworthy again to protect both yourself and other road users. These dwellings are in a public space and therefore present a risk to others in that public space.

It is important to note that most Local Governments in Queensland have a section with their local law or sub-ordinate local law named "Operation of a Caravan Park" (or similar). Based on the model local laws put out by the Queensland Government around 2011 these include a clause based on the following wording:

> *"The approval holder must not erect an accommodation or suffer or permit an accommodation to be erected, unless and until the accommodation is weatherproof, in good repair, fit for human habitation and in a clean and sanitary condition."*

This has the potential to make the Local Law inconsistent with the Queensland Legislation creating confusion and potentially resulting in the loss of licence to operate by the caravan park owner, despite the fact they are trying to follow the *Residential Tenancies and Rooming Accommodation Act 2008*.

Recommendation 7: That a park owner (or property owner) has the right to require a tenant to make improvements to their own property (owner-occupied dwelling placed on a site) if there is a health or safety concern, or the change would be required under the operating licence of the caravan park.

Following a photos that were taken of an abandoned owner occupied caravan in a caravan park recently. Due to the neat nature of the outside of the dwelling, the park owner had no idea that the tenant was living like this.


Sunbeam

In recent years we have seen an obligation on home owners to install safety switches, smoke alarms and other safety devices to protect those living in the house. These obligations have, in many cases, not flowed through to residents in caravan parks living in their own dwellings, or in some cases, the resident is no longer able to make these changes.

As an extension of this park owners need to have the ability to require individuals living in their own dwelling within the caravan park to install appropriate safety devices. This requirement protects not only the resident but also other residents and guests in the park.

As these are safety requirements, a park operator should be able to insist that these safety devices are installed and that proof is provided in order to ensure the safety of all individuals and property on the park.

Recommendation 8: Park owners to have the ability to require individuals living in their own dwelling within the caravan park to install appropriate safety devices as required in the broader community.

Objective 4: Strengthen rental law protections for people experiencing domestic and family violence

In principle, we support the domestic and family violence (DFV) provisions as we believe everyone has the right to live in a safe environment, free from threats, violence and intimidation and believe that these support the objectives of the Housing Strategy.

We remain concerned, especially in relation to caravan parks where the park manager normally also lives onsite, that the risk may transfer from the tenant that is exiting to another party, particularly the property manager or park manager if they are put in a position where they need to communicate changes to the lease and/or bond to the tenant that remains behind.

Workplace health and safety is a significant concern for all business owners and creating Government legislation or policy that has the potential to put a park owner/property owner/property manager or their staff in a situation that has an increased risk of violence is inappropriate unless protections are also put in place for these individuals.

Recommendation 9: Additional support must be made available to the property manager/park manager if they are required to visit the property where a tenant remains following the departure of one tenant under the DFV provisions.

Consideration should also be given to others within the community where a DFV situation occurs. As mentioned in relation to ending a lease, we have seen situations where a member of the community is fearful to leave their home or dwelling due to the behaviour of another tenant.

In many cases drugs and/or alcohol are a significant contributor to the behaviour that sees a person asked to leave the moveable dwelling park by the police, and the additional 24 hours will ensure that the caravan park community is effectively protected from the behaviour of the individual.

An extension of this exclusion from the park would also provide the tenant experiencing DFV the opportunity to collect their belongings and leave the property with the confidence that the remaining tenant would not be present.

Recommendation 10: The Queensland Government extend the maximum stated period in chapter 19, part 4 of the Police Powers and Responsibilities Act 2000, from 24 hours to 48 hours.

The proposed Bill moves many of the costs associated with damage to, and preparing a property to relet, from the tenant and on to the lessor in situations of DFV.

While we understand this is designed to support an individual or individuals leaving a DFV situation, it is unreasonable to pass these costs on to the lessor who is in no way responsible for this situation.

We recommend that the Queensland Government make funding available for lessors to make an application for reimbursement where damage has occurred to their property, abandoned goods are left behind or there are costs to prepare the property for reletting which would not reasonably be expected (i.e. fair wear and tear).

Recommendation 11: The Queensland Government make funding available, on application to the tribunal, to cover reasonable costs associated with a tenant ending a tenancy because of DFV, including repairing damage or removing abandoned goods but excluding reletting costs

In recent months we have seen a significant increase in the number of calls we have received from caravan parks asking where they can find support for a resident with a mental health issue that is now impacting other residents in the community.

CASE STUDY: A 40 year old (approx.) resident has been living in a caravan park for two years. When she arrived she was clean and lived in a tidy dwelling. Since then her mental health and physical health has deteriorated significantly.

She is a larger lady and has black oozing sores on her legs which smell, to the point where guests complain about the smell of her and cleaners can tell when she has been to the amenities block due to the smell. Unfortunately due to her age, social services will not get involved.

While the close living community of a caravan park can often be highly beneficial for someone with mental health issues, where it starts to impact the community through their behaviour or lack of support it can be a major issue.

We have heard positive stories where the resident assist with the mail run at the park which provides them with social interaction, in some cases to the point where regular winter tourist guests will call the park during summer to ask how the resident is doing.

Equally, we have received reports where the behaviour of the resident during an episode scares other residents or puts the park manager and other residents at serious risk of harm. While sometimes in these instances the only thing that can be done is remove the resident from the environment, in other cases, such as the case study above, with a little additional support, the resident would be able to continue living where they are.

We would encourage the Queensland Government to look at additional supports for people with mental health, especially if interested parties, such as a park manager, can let the support services know there is a need for them, with a view to encouraging long and safe tenancies for everyone in the park.

Recommendation 12: Provisions, similar to the DFV provisions, be developed to support those with mental health issues in the community, and the community around them

Objective 5: Support parties to residential leases reach agreement about renting with pets.

Without amendments we do not believe the amendments meets the objective of *Modernisation* – to improve housing stability in the rental market.

While we believe that a property owner should have the right to refuse pets at a rental property simply because they own the property, we understand the reasons that the Bill proposes to allow pets subject to agreement between the parties.

Due to the close living environment of a caravan park, the additional of pets to the community can negatively impact the reasonable peace and comfort of other guests and tenants, and in turn have a detrimental impact on the caravan park business. Some examples of the impacts of animals in a caravan park include:

- We have several caravan parks members which are in ecologically sensitive areas, such as bordering National Parks or State Reserves. Many of these parks have a no pets policy as wildlife can often be seen close to the park and in some cases wandering within the common areas of the park. Introducing, cats, dogs or other pets into such an area could have a very adverse and wide-ranging effect on the local wildlife and ecology.
- Pets need to be able to play and express themselves freely, in a contained, supervised, and safe environment. Although a dog should never be discouraged from controlled playful barking, or a cat or bird from playful audible expression, the capacity for pet noise travel in a caravan park is real and may interfere with the peace, comfort, and privacy of other residents.

Providing the prescribed reasons for refusing the request for approval to keep pets include the following reasons we will not object to this amendment:

- keeping the pet would exceed a reasonable number of pets being kept at the premises;
- the property is unsuitable to keep the requested pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
- keeping the pet on the property would pose an unacceptable risk to health and safety;
- keeping the pet is likely to result in damage that could not practically be repaired for a cost less than the rental bond for the premises;
- keeping the pet on the property would be contrary to other legislation, regulations, or rules, including local government ordnances, caravan park rules or strata title by-laws;
- the tenant does not agree to reasonable conditions;
- the animal is not a pet as defined under the Act;
- if the premises is a moveable dwelling premises – keeping the pet at the premises would contravene a condition of a licence applying to the premises; or
- other grounds prescribed by regulation.

Recommendation 13: The prescribed reasons for refusing the request for approval to keep pets be amended to *"keeping the pet on the property would be contrary to other legislation, regulations, or rules, including local government ordnances, caravan park rules and/or policies, or strata title by-laws"*.

Many caravan parks are pet free environments and the residents within the park have moved in on the understanding that the park does not allow pets (except as required with registered assistance animals).

For someone that has anxieties about animals, they may have made the decision to move into a specific community because of the no pets policy, this made them feel safe and secure. If, with the introduction of this Bill, pets do come into the park, it may well be in contravention of that persons "peace, comfort and privacy" as it would cause "damage" to an existing residents' lifestyle.

CASE STUDY: We received a call last week from a resident at a caravan park in North Brisbane who was concerned that the park they live in may be forced to accept pets, they had already moved once when the park they lived in previously started accepting pets and they did not want to be put in a position where they would have to move again.

It should also be noted that many moveable dwelling tenancies do not require a bond and therefore any damage done to the property would be for more than the bond paid and it is unclear how this reasonable reason to reject a request would be addressed in this instance.

Recommendation 14: s 184F (5) be updated to reflect that 'not pets are allowed' is still an acceptable reason to refuse the request if it is because of one of the prescribed reasons for refusing the request.

We do have some concerns about the notice periods for responding to a request about the keeping of a pet.

If a tenant posts the request to the lessor and it takes Australia Post a week to delivery it and then a further couple of days for the mail to be sorted or the request to land with the right person, a pet could end up being allowed at the property despite the fact the lessor does not believe that the dwelling is suitable to keep a pet.

Reasonable Conditions

In addition to the reasonable conditions identified in the Bill, we propose that the following conditions should also be included as reasonable conditions as they provide protections for other people living within the communities where pets will now be allowed:

- The pet must be on a lead when in communal areas for the property (i.e. outside the site in a caravan park or in hallways, lifts, and other areas used (or available for use) by all tenants in apartments or flats);
- The tenant must clean up after their pet and dispose of rubbish and waste in appropriate bins;
- Proof that the pet is registered with the council; and
- Right to request proof that the animal is fully vaccinated (or clearance from a vet), especially in a community like a caravan park.

Recommendation 15: Addition reasonable conditions be included in the Bill to provide protections for other people living within the communities where pets will now be allowed.

Amendments to the Regulation

We note that the amendments also provide for the regulation to outline what information must be stated in an advertisement or offer and provided at the time of offering a tenancy.

What information is intended to be included in the regulation in relation to this new section? Is this simply what is included in the tenancy (i.e. for a moveable dwelling tenancy, the site and access to certain facilities) or is it intended to be more detailed?

Recommendation 16: Full consultation on proposed amendments to the regulation around the inclusion of what information must be disclosed to prospective tenants at the time of advertising or offering the rental accommodation.

Other Recommendations

Increase in maximum allowable bond for a moveable dwelling tenancy

Currently under the *Residential Tenancies & Rooming Accommodation Act 2008*, for moveable dwelling tenancies, the maximum bond is the same as 2 weeks rent, or if the electricity is connected to the premises in the owner's name, 3 weeks rent.

With tenants in caravan parks now sometimes renting cabins which have cost the park owner $150,000 to purchase and install in the park, a bond that is equivalent to two weeks rent is no longer enough to address any damage that might occur to the dwelling.

Further caravan parks are investing heavily in their shared facilities to make the caravan park an enjoyable and pleasant experience for both residents and guests alike. If damage is done to these facilities, repair and replacement comes at a significant cost.

CASE STUDY: In 2018 a caravan park manager took a night off during their off peak period when there was no tourist guests in the park, leaving a relief manager onsite to take care of the property in his absence. On the following morning, the relief manager woke to find every single toilet in the men's side of the amenities block had been completely destroyed and all required replacing.

It is not unreasonable to request a bond that is reasonable when considering the potential costs that may need to be recovered in this environment. In the instance of a tenancy in a cabin valued at $150,000 this increase in bond would see a potential tenant required to provide $500-$600, a relatively small increase which would provide better protection for both parties.

Recommendation 17: Increase the maximum bond that can be taken for a moveable dwelling tenancy to 3 weeks (or 4 weeks if the electricity is connected to the premises in the owner's name).

Increase the abandoned goods cap for moveable dwellings

Goods left behind at a caravan park are very different from those left behind in a standard tenancy, such as a house, flat, townhouse or unit.

It is not unusual for a tenant to walk away from their caravan which, in terms of scrap metal and spare parts, might be valued at $2,000- $3,000. This dwelling is too large to store easily and, often, unable to be moved without causing damage to the dwelling itself.

Unlike a standard house where the lessor might be required to remove a broken tv or couch, moving an old and dilapidated caravan requires specialist equipment and can cost significantly more than the caravan is worth.

CASE STUDY: For a caravan park, there can be considerable costs for dealing goods left behind. The removal of just an old, unhabitable caravan can be upwards of $1,000 At a caravan park in Queensland recently, the cost to have a dwelling removed, was close to $8,000 as the dwelling had been occupied by a hoarder and the contents were considered to be a hazard.

By increasing the minimum amount for goods left behind on a moveable dwelling agreement to $3500, it would effectively address this issue without causing hardship to the lessor or the tenant that has abandoned the goods.

Recommendation 17: Increase abandoned goods cap for moveable dwellings to $3,500 recognising the fact that dwellings can also be considered abandoned goods in caravan parks and are often valued significantly higher than abandoned goods in a normal tenancy, are harder to store due to their size and are more costly to remove.

Wait times for QCAT

We have significant concerns about the current wait times for an urgent (or non-urgent) application to QCAT and that these wait times can be expected to increase once these amendments are passed.

Recommendation 19: The Queensland Government allocate additional resources to QCAT to allow it to effectively address tenancy issues.

Drafting concerns

There are several points of concern we have with the drafting of this bill, specifically where we believe that the new Act will create unintended consequences or where it is ambiguous.

Clause 14 Amendment of s 188 (Tenant's obligations generally)

The addition of s 188 (5) effectively makes the lessor responsible for any damage to a property caused by DFV, even though it is likely that damage was caused by one of the tenants.

Recommendation 20: s 188 (5) be amended to clarify that the tenant's obligations in this instance only relates to the tenant that has proved they are suffering DFV, and only to the extent that the lessor is not responsible for the damage.

Clause 15 Amendment of s 205 (Tenant's name and other details)

While we do not disagree that a tenant leaving a tenancy due to DFV should not have to provide a new address, some form of future contact information should be provided, possibly through the local police station, to provide for a situation where critical information needs to be passed on.

Recommendation 21: Tenants leaving for reasons of DFV should provide a conduit through which the lessor can provide important information, this contact may be a government agency or the police.

Clause 16 Replacement of s 211 (Changing locks)

While we think there is a low likelihood of it occurring, for a caravan park situation, the changing of the locks may only occur for the dwelling itself, not any of the communal facilities within the park as this would impact the whole community, not just an individual.

Further for s 211 (2), it should be clarified that this cost is paid by the tenant, they cannot change a lock and then expect the lessor to pay the costs associated with this change.

Recommendation 22: s 211 clarify that the locks on shared facilities must not be changed by a tenant and that any costs incurred to change a lock under s 211 (2) are the responsibility of the tenant.

Clause 17 Amendment of s 212 (Agreement about changing locks)

Except for a circumstance in s 211 (2), s 212 (c) should remain in place.

Recommendation 18: Section 212 (c) *Omit, insert* **The changing of a lock by the lessor or tenant without the other party's agreement is evidence the party did not have a reasonable excuse for making the change unless the change is made under s 211 (2).**

Clause 18 Amendment of s 217 (Notice of damage)

No matter how the damage to the property has been caused, the lessor still has a right to know about damage to their property so that they can ensure that it is fixed in a timely manner, and that it does not cause further damage to the property as a result of it not being fixed immediately.

Recommendation 24: s 217 (5) not be inserted.

Clause 22 308E Effect of notice ending tenancy interest if more than 1 tenant

s 308E (5) (b) requires that the lessor must wait 7 days after the vacating tenant's interest ends. During this period, the remaining tenants believe they have a co-tenant and will not be likely to pay the rent that has been missed.

This is another instance where this Bill is unreasonably placing the obligations of the tenant back on the lessor.

Once the tenant has moved out, the remaining tenants should be informed immediately to ensure that they can continue to cover the remaining part of the rent.

Recommendation 25: s 308E (5) (b) be removed unless there is a way for the lessor to recover any outstanding rent payments for this period.

Clause 22 308F Top ups of rental bond

It is unclear what occurs if the rental bond is not toped by within one month after the last of the remining tenants is given the continuing interest notice?

Clause 22 308G Particular costs not recoverable

It is unreasonable to place the burden on a lessor if a tenant's interest in a residential tenancy agreement is ended under 308D (2).

Whilst we do not object to the lessor being unable to recover the costs relating to reletting the premises, it is not reasonable to require the lessor (who in most cases also has significant costs associated with offering this property for let, including (but not limited to) a mortgage, rates, insurances, maintenance costs) to cover costs associated with damage, goods left at the premise, or underpayment of rent by the tenant.

As recommended earlier in this submission we suggest that the State Government set up a fund which lessors could claim a reasonable reimbursement from (recommendation 11).

Part 3 Amendments commencing on proclamation

Clarity must be given to the fact that the prescribed minimum standards should only apply where that facility is part of the tenancy – for example, if the moveable dwelling tenancy comes with an ensuite (that is its own private bathroom), the state of the main amenities block should not be relevant to this tenancy in terms of prescribed minimum standards, instead the main amenities block would fall under the assessment of the Local Laws officer for the Local Government in which the park is located.

Clause 44 184B Keeping pets and other animals at premises

As mentioned in recommendation 13, 184B (3) should be updated to acknowledge that it may be a park rule ***or policy*** that does not allow pets.

We also believe an example should be included to show the example for a caravan park that does not accept any animals (except as required under the Guide, Hearing and Assistance Dogs Act 2009) i.e. "*if the premise is subject to a caravan park rule or policy which states that animals may not be kept at the park, then the request to keep a pet will be rejected on the basis that no pets are allowed at this property*".

Clause 44 184D Request for approval to keep pet at premises

s 184D (5) would indicate that if s 184B (3) applies the lessor cannot refuse the request because their body corporate by-law, park rule or other law relating to keeping animals at the premises states "not pets are allowed", despite the fact that this is a grounds for refusing pets be kept at the premise.

This section should be updated to reflect that if s 184B (3) applies this is a reasonable reason.

Recommendation 26: Update s 184D (5) to reflect that this only applies where a reason listed in s 184B (3) does not apply.

Clause 44 184E Grounds for refusing pets being kept at premises

One of the concerns relating to keeping pets in a caravan park includes the fact that due to the nature of the dwellings (made of canvas and composite materials) and the warm summers experienced in Queensland, keeping a pet in a caravan or annexe could be like keeping your dog in the car while you go shopping due to the heat of the dwelling. For this reason we believe that it is inhumane to keep a pet in a moveable dwelling unless you are able to keep the dwelling cool enough for the animal.

For this reason we believe s 184E (1) (b) must be updated to include the example that "*a pet kept in a caravan or annexe during summer may be inhumane due to the heat in the dwelling*".

Recommendation 27: s 184E (1) (b) include a note to advise that keeping a pet in a caravan or annexe over summer could be considered inhumane.

As per recommendation 13, update s 184E (1) (f) to read keeping the pet would contravene a body corporate by-law or park rule ***or policy*** applying to the premises.

In addition to the reasons for rejecting an application, a further reason should also be added for those instances where a tenant has previously had a pet approved and has not complied with the conditions (s 184D (3) (b)) included on the approval in the past.

Recommendation 28: "*Where a tenant has previously had a pet approved and has not complied with the conditions (s 184D (3) (b)) included on the approval in the past*" be added as a reason to refuse a request to keep a pet.

With s 184E (1) (c), many caravan parks do not charge a bond (one of the reasons they are often a popular rental option). In the instance where a bond has not been charged, we recommend that a condition of the keeping of the pet be that a bond (of no more than the amount allowed by the Act in the instance of a normal pet free tenancy) be paid.

Recommendation 29: Where a bond has not been paid previously and an application to keep a pet is requested, the lessor have the right to request a bond (to a total of no more than the amount allowed under the Act).

Clause 48 Amendment of s 219 (costs of emergency repairs arranged by tenant)

For a moveable dwelling tenancy, a maximum of two weeks rent can be taken as bond (or 3 weeks where electricity is supplied to the premises in the name of the lessor).

On this basis the costs of emergency repairs arranged by a tenant should be capped at a maximum of the equivalent of two weeks rent (or the equivalent of the maximum amount of bond that can be taken for the tenancy).

Recommendation 30: Amend the maximum amount that can be used for emergency repairs be capped at the same value as the maximum amount allowed to be taken as a bond.

Clause 51 221B Extension of time to comply with repair order

Currently there is a shortage of qualified tradespeople to complete projects, especially smaller jobs, which may make it impossible to complete repairs within the timeframes in a repair order.

A reason that the tribunal may grant an extension should be to recognise the instances where suitably qualified tradespeople are not available. In this circumstance the tribunal may require that a contract be entered with a clear timeframe, or similar, before granting an extension on this basis.

On this basis we recommend that s 221B (4) (c) be amended to make this all locations, not just remote locations.

Recommendation 31: Remove "the remote location" from s 221B (4) (c) to allow for instances across Queensland where materials or suitably qualified tradespeople are not available

Clause 52 246A Retaliatory action taken against tenant

This section includes orders obtained by a tenant against a landlord, and also orders obtained by a landlord against a tenant. In the latter situation, it would seem very unfair for a landlord's further steps against a bad tenant to be open to an allegation of retaliatory action.

s 246A (1) (b) (i), (ii), (iii) are very broad categories that could possibly encompass a variety of legitimate landlord actions. This broadens a tenant's standing to make such applications and is likely to result in an increase of unnecessary disputes and burden on QCAT.

We have concerns that where a tenant has taken action to enforce their rights, the lessor can no longer give a tenant a notice to remedy breach based on their behaviour.

This means that if that tenant threatens another tenant, they can no longer be breached, nor can the lessor refuse to enter into a further residential tenancy agreement at the end of the current agreement, even if the tenant is not complying with section 184 in relation to their use of the premise.

In a close living environment such as a caravan park, the park manager has the responsibility not just for the individual tenant but for their entire caravan park community which may include caravan park residents, tourist guests and staff of the park.

Recommendation 32: s 246A be reconsidered to ensure that the behaviour of one tenant that has previously received an order does not impact other tenants, or tourist guests, in the community.

Clause 58 290C Notice to leave for planned demolition or redevelopment

It is unclear what "planned demolition or redevelopment" means.

Does this required that it is just the intention of the park or does the park owner have to have plans in place and a proposed starting date?

Recommendation 33: Clear guidance be provided on what is required to meet the expectation of "planned demolition or redevelopment".

Clause 58 290E Notice to leave for change of use

We seek clarity that this section would also apply to a caravan park wishing to change the use of this site to a manufactured home site.

Clause 58 Amendment of s 291 (Notice to leave without ground)

Notice to leave at the end of a fixed term for a short tenancy (moveable dwelling) must be allowed otherwise these tenancies will no longer be usable, despite the fact they are still needed across Queensland. Please see further information on short tenancies earlier in this submission.

Clause 61 297B Application for termination because of a serious breach

The inclusion of this section is critical for the running of a caravan park where the behaviour of one can have serious implications for the rights of the rest of the community.

Recommendation 34: s 297B (1) (b) (3) be expanded to include any occupants of the park, not just tenants.

Due to the nature of caravan parks, a person that is behaving in an inappropriate manner may be interfering with the reasonable peace, comfort and privacy of a tenant occupying a residential tenancy site or a manufactured home site, alternatively they may be interfering with the reasonable peace, comfort and privacy of a tourist, or the park manager and their family living onsite at the park.

Recommendation 35: Amend s 297B (1) (b) (iii) to read "interfered significantly with the reasonable peace, comfort or privacy of *a person occupying, or allowed on, premises nearby,* or another tenant, or another tenant's appropriate use of the other tenant's property".

CASE STUDY: We received advice from one park that had ended a tenancy with 60 days notice recently, the behaviour of the tenant in that 60 days caused significant distress to many of the other tenants in the park and resulted in several other tenants ending their tenancy as they wanted to live in a community where they felt safe and secure.

The process to remove a tenant on the basis of a serious breach is a timely process, particularly at present with QCAT under added pressure. This may put other guests, tenants and staff of the park, or property at risk.

Recommendation 36: A fast and efficient system be put in place to address issues of a serious breach, particularly where it puts the health and safety other people at risk.

Clause 72 Amendment of s 350 (Issue of warrant of possession)

It is unclear if this new section is intended to provide protection for lessors where they have issued a new fixed term lease for a tenant where the initial fixed term lease is due to expire and the tenant has not signed and returned the lease, or if this section is designed to address the instance where someone is living at the site rent free and with no agreement in place (i.e. a guest that has stayed so long they are effectively living there).

We are concerned that some tenants will take advantage of this new legislation and create a situation where their tenancy rolls from a fixed term tenancy to a periodic tenancy simply by not completing and returning the paperwork that has been provided to them by their lessor (as mentioned previously in this submission).

This section should be amended to provide clarity that if a tenant lets a fixed term lease expire when they have been provided a new fixed term lease, they are considered to no longer have a tenancy agreement in place and their lessor can apply to the tribunal for a warrant of possession even if they have continued to pay rent through this period.

Recommendation 37: s 350 be amended to provide clarity that if a tenant lets a fixed term lease expire when they have been provided a new fixed term lease, they are considered to no longer have a tenancy agreement in place and their lessor can apply to the tribunal for a warrant of possession.

Clause 75 365A False or misleading information in notice to leave

We have significant concerns about this chapter as it is not clear what satisfies each ground therefore a lessor may commit an offense unwittingly or despite their intentions are in line with the intent of the Act.

As per recommendation 33, clear guidance must be provided to make it clear to all parties what satisfies each ground for the new grounds to end a tenancy.

Clause 75 365C Lessor must not let premises for 6 months after ending tenancy for change of use

For areas in North Queensland their tourism season is just 3 to 4 months long. It is not unreasonable to expect they would want to capitalise on this market to ensure their business remains financially sustainable however with a 6 month period where they can then not let the site for residential use this may leave them with an unlettable site.

We envisage this may happen where a tenant has come in to the park on a short-term basis and then extended to a point where they are still in the park in the lead into the peak tourist season as it would be unlikely that a caravan park would remove a long term tenant even for the increased revenue that might be brought in for a short period by a tourist.

Recommendation 38: The 6-month embargo on letting a premise following the "change of use" of a site only apply to standard tenancies (not moveable dwelling or short tenancy's) with a three-month embargo applied to a short tenancy or moveable dwelling tenancy.

Clause 87 570 Incomplete processes to be completed under pre-amended Act

Clarity is sought as to whether a "responder" is QCAT or one of the parties.

Where a process has commenced under the existing Act, it should be dealt with under the law at the time the process commenced.

Clause 88 Notice Periods Division 2 Notices to leave for long tenancies (moveable dwelling)

Notice to leave for ending of entitlement under employment (s 288)

The notice period for "*notice to leave for ending of entitlement under employment (s 288)*" should be shortened from 4 weeks to 2 weeks.

There are two reasons that this reason for ending a tenancy would be used:

1) the employee's contract has ended in which case they have had plenty of time under their notice to find alternate accommodation, or
2) the employee has been terminated and leaving them onsite is likely to cause problems with current staff and the business, and also in terms of the new staff arriving at the park with the offer of accommodation as part of their salary package.

Further due to the location and layout of most caravan park residences where the manager lives, having a terminated employee in this residence provides significant opportunity for theft or other crime as the caravan park office is generally part of the residence.

Recommendation 39: Reduce the *"notice for ending of entitlement under employment"* from 4 weeks to 2 weeks.

Notice to leave for change of use (s 290E)

"*Notice to leave for change of use*" should be the same as the notice period for the other reasons to leave, 2 months, as there is no reason to have a longer notice period for this reason than any other reason.

Recommendation 40: Reduce the "notice for change of use" from 3 months to 2 months to bring it in line with the notice period for each of the other new reasons to end a tenancy.

Additional reasons to end a moveable dwelling tenancy

In addition to the included reasons to end a tenancy there should also be a reason for those instances where the dwelling is owner occupied and the dwelling is a threat to the health and safety of the resident or other people within the park, or is no longer fit for human habitation.

Recommendation 41: Add a notice to leave option for where an owner-occupied dwelling is a risk to the health and safety of the park staff, guests and/or residents, or no longer fit for human habitation.

Where it can be established a resident has a mental health condition that is causing fear and intimidation among the other residents and management it should also be possible to end a tenancy.

Recommendation 42: A new reason to end a tenancy "Where it can be established a resident has a mental health condition that is causing fear and intimidation among the other residents and management" be added to the list of reasons to end a tenancy.

Providing additional wrap around services for these instances would provided the support needed by the person with the mental health condition, and could provide a second opinion as to whether the person is suitable to continue living in the environment they are in.

CASE STUDY: A 61 year old female wanders the park, semi-naked and makes abusive and threatening comments towards other park residents and management. She has been caught a number of times breaking into other residents dwellings to steal food from their fridge. The residents are mostly elderly and are too afraid to make a complaint.

Clause 88 Notice Periods Division 3 Notices to leave for short tenancies (moveable dwelling)

Additional reasons to end a short tenancy

In addition to the reasons provided in Division 3, Notices to leave for sort tenancies (moveable dwellings) it is necessary to include reasons which address the behaviour of a tenant as these short tenancies are often used to ensure that a tenant will fit in well with the existing community.

The use of short tenancy provisions also provides the opportunity for those tenants that do not have great references to gain a tenancy without a significant vetting process (which in many cases would see their application rejected).

We strongly recommend the following reasons to end a short tenancy be added:

- incompatibility and unreasonable behaviour (2 days after the notice is given);
- resident involved in drug use and drug dealing/illegal activities (the day the notice is given);
- resident who used social media to attack, discredit and harass park management (2 days after the notice is given);
- resident who assaulted/harassed a member of the caravan park staff or assaults a resident of guest of the park (the day the notice is given);
- resident who continually allowed persons who have been issued with a trespass notice and instructed not to enter the park, to enter the park (2 days after the notice is given);
- where it can be established a resident has a mental health condition that is causing fear and intimidation among the other residents and management (7 days).

Failure to pay rent on time is another reasons that a caravan park should be able to end a short tenancy.

Tenants on a short tenancy bring their own dwelling with them and have very few items to unpack or pack which means it is possible for them to move with very short notice.

In addition to the above reasons, it is critical there is the end of the agreed term (2 days after the notice is given) included as a reason to end a tenancy as without this reason (as a minimum) the short-term tenancy will no longer be usable by caravan parks.

Recommendation 43: Additional reasons (and notice periods) should be added Division 3 Notices to leave for short tenancies (moveable dwelling) (reasons outlined in submission).

Clause 88 Notice of intention to leave Division 2 Notices to leave for long tenancies (moveable dwelling)

Notice of intention to leave for non-liveability appears twice (s 305 (3)) and (s 306)

Clause 88 Notice of intention to leave Division 3 Notices to leave for short tenancies (moveable dwelling)

Notice of intention to leave for non-liveability appears twice (s 305 (3)) and (s 306)

Clause 100 Part 1 Safety & Security 3 Locks on windows and doors

In the instance of an onsite caravan or cabin, it would not be unusual to have windows which are too small for someone to enter through (i.e. bathroom window that is 30cm (h) x 10cm (w)). An exception should be included in subsection (3) for windows which are too small to act as entry points.

Recommendation 44: Schedule 5A, Part 1, 3 (3) should also include windows that are too small to act as entry points.

Clause 100 Part 1 Safety & Security 4 vermin, damp and mould

In recent months there has been significant media coverage in relation to the mouse plague impacting areas of Australia. This Bill should include provisions to acknowledge that a mouse or vermin plague is not the fault of the lessor and that there is very little that could reasonably done to prevent the plague or the impact on the tenancy.

Recommendation 45: Include an exception for instances of vermin plague in Schedule 5A, Part 1, 4.

Clause 100 Part 1 Safety & Security 6 plumbing and drainage

Clarity should be included to ensure that it is recognised that a site rented in a caravan park may not be connected to a water supply although the tenant may have access to hot and cold water suitable for drinking through shared facilities in the park.

Clause 100 Part 1 Safety & Security 7 Bathrooms and toilets

Clarity should be included to ensure that it is recognised that a site rented in a caravan park may not include a sole use bathroom and toilet with the tenant having access to shared facilities in the park.

Clause 100 Part 1 Safety & Security 8 Kitchen

For a tenancy in a park cabin, due to the space constraints, a dwelling may not have a cook top even though it has a kitchen (usually with a microwave and in some instances an electric frying pan) however the tenant would have access to the camp kitchen which would have this facility if they wished to use it.

About Caravan Parks Association of Queensland

Caravan Parks Association of Queensland Ltd (CPAQ) is the peak industry body representing caravan parks in Queensland. Established in 1966, we provide a united and informed voice for the Queensland caravan parks industry.

As a professional, solution focused association, we encourage and support industry best practice across all areas of business by providing our members with leadership, support, networking, professional development, and promotional opportunities.

There are currently 445 full and associate members of CPAQ, made up of caravan parks (catering for tourists and residents) and campgrounds, large and small, from all corners of the State, industry suppliers, tourism businesses, plus regional and local tourism organisations.

We seek to work with both state and local governments to balance the needs of the consumer with those of the Government and industry. Further we actively strive to ensure not only that minimum standards within parks are met, but that over time these industry standards are in fact driven higher.

82.5% of our caravan park members are located in regional Queensland with these businesses spread the length and breadth of the state, from Stanthorpe and Kirra Beach in the South across to Birdsville and Adels Grove in the West and up to Bamaga at the tip of Cape York in the North.

Over half our caravan park members (62%) are small businesses, with over 40% being owner operators. Due to the size and structure of these businesses, many of our members are micro businesses with just two employees, the husband and wife that own the property.

Caravanning Queensland

We trade under the brand **Caravanning Queensland** which joins the two related but separate peak industry bodies:

Caravan Parks Association of Queensland (CPAQ) the voice of the caravan park owners and operators and the associated supply chain in Queensland.

Caravan Trade & Industries Association of Queensland (CTIAQ) the voice of the trade sector in the caravan and camping industry in Queensland with a membership made up predominantly of retailers, manufacturers, hirers, repairers, and suppliers in the caravan and camping industries.