

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

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Submission in relation to the Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

Thank you for the opportunity to provide feedback in relation to the Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024.

As the peak body for the caravan park industry in Queensland, this Bill will have a direct impact on Caravan Parks Association of Queensland (CPAQ) members with approximately three quarters of these businesses offering some form of long-term accommodation, from moveable dwelling agreements through to short tenancies.

We understand this Bill intends to strengthen renters rights while still encouraging private investment in the rental housing market, stabilising rents and providing better pathways for resolving disputes.

The industry's ability to sustainably offer a mix of residential, tourism, and workforce accommodations is increasingly impacted by regulatory changes. There's a critical need for a stable legislative environment that fosters confidence among these small business operators and encourages investment in the rental market. The current trajectory of law reforms, particularly those that diminish property owners' control, will deter investment, and continue to exacerbate Queensland's housing shortage.

CPAQ is committed to a constructive dialogue with the Queensland Government to ensure that any legislative changes support the continued viability of caravan parks as a crucial provider of affordable and flexible housing options in Queensland. We believe that with targeted amendments, the Bill can achieve its goals of enhancing tenant rights and stabilising the rental market without undermining the operational needs and economic sustainability of caravan parks.

On behalf of the caravan park industry in Queensland, I appreciate your time in reviewing these comments and welcome the opportunity to speak further on these matters as the impact our sector.

Kind Regards

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Executive Summary

CPAQ appreciates the opportunity to contribute in response to the Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024. Representing an important segment of Queensland's accommodation sector, CPAQ is deeply invested in ensuring that legislation fosters a fair, sustainable environment for both the caravan park industry and its residents.

Our submission highlights several key areas of the Bill that, while well-intentioned, pose potential challenges to the unique operational dynamics of caravan parks which offer a critical blend of tourist and residential accommodations across the state.

Key Points of Consideration:

Rental Sector Code of Conduct: We support the introduction of a Rental Sector Code of Conduct to address unacceptable behaviours but emphasise that this needs to cover all parties involved in the rental sector. Further there is a need for enforceable penalties to protect all parties, not just property managers and owners. As an interested stakeholder, we look forward to the chance to provide further input through the consultation process on this Code.

Modifications to Properties: The proposed amendments should consider the unique challenges caravan parks face in implementing modifications, balancing safety, accessibility, and the close-knit nature of park communities. As an interested stakeholder, we look forward to being invited to participate further in consultation on this framework.

Entry and Inspection Amendments: While supportive of the intent to enhance tenant privacy, we highlight operational challenges, particularly in regional and remote areas, suggesting flexibility for maintenance and repair entries, both through the tenancy and when it ends.

Rental Application and Bond Processes: We endorse the streamlining of rental application processes but caution against overly rigid frameworks that may impede operational efficiency, particularly in managing new tenancy applications or in substantiating bond claims.

Rent Increase Limitations: The proposed 12-month cap on rent increases fails to account for the dynamic pricing models, regular site upgrades/changes, and the varying tenancy types involved in the caravan park sector, potentially impacting the availability of long-term accommodation. We advocate for exemptions or modifications to this amendment relating to moveable dwelling tenancies and short tenancies, allowing for market responsiveness and significant site improvements.

Caps on Rent in Advance: We caution against the rigid cap on rent in advance for moveable dwelling tenancies. Many tenants prefer or need to pay rent in advance for personal financial management or convenience. Expanding this cap to align with the broader rental market and providing for a flexible approach, allowing tenant-initiated exceptions, would better serve all parties' interests.

Bond Requirements: The proposed amendments to bond caps exclude moveable dwelling tenancies which currently have a significantly lower bond requirement, both in terms of number of weeks, and generally in terms of the financial amount, creating a significant discrepancy. An increase in bond for these types of tenancy is necessary to allow caravan parks to effectively manage their properties and compensating them for any damage and/or lost rent.

Drafting on Short Tenancy Notice Periods: We recommend revising the amendment on short tenancy notice periods to provide greater clarity on when a tenancy will end. The current wording will limit caravan park's ability to efficiently manage tenancies.

Abandoned Goods: Given the unique nature and potential value of abandoned caravan (the tenant owned dwelling), we recommend raising the threshold for considering goods as abandoned to \$5,000, reflecting the reality of disposal costs and health hazards.

We look forward to participating in further consultations and working collaboratively towards legislation that recognises the unique contributions and challenges of tenancies in our industry.

Background

The caravan park industry plays a pivotal role in Queensland's accommodation landscape, serving a diverse clientele across the state—from tourists exploring the beauty of locations across the state, through to individuals and families seeking affordable residential options.

Presently, three quarters of Queensland's caravan parks provide some form of long-term accommodation, underlining their critical contribution to the housing sector amidst ongoing rental property challenges.

The 2021 Australian Bureau of Statistics Census revealed over 55,000 residents living in caravan parks across Queensland, highlighting the industry's significant role in addressing housing affordability. Most of these residents are aged over 60, many seeking community connections and affordable living solutions. Caravan parks uniquely cater to this demographic, offering a range of accommodations from powered sites to high-end cabins, and playing a crucial role in combating social isolation among older Queenslanders.

According to the census, 82% of caravan residents reside outside major urban areas, while only 36% of the overall Australian population lives regionally. Further, the income profile of caravan residents is lower than the average Queensland income with over 53% of reporting a total personal income of less than \$800 per week (compared to 38% of all Queenslanders). This shows the important role caravan parks play, particularly in providing affordable housing outside of major urban centres.

Caravan parks face unique challenges, from managing community dynamics within close living environments to the physical vulnerabilities of caravan dwellings. These challenges are compounded by significant economic pressures, with park owners reporting substantial increases in operational costs, including employment, insurance, utilities, rates, and waste management expenses. The interest rate hikes over the past two years further exacerbate these challenges, necessitating careful financial management and occasionally requiring adjustments in service offerings.

In terms of increases to operational costs, caravan parks report:

- 10- 35% increase in employment costs
- 30- 300% increase in insurance costs (in addition to increases to the excess on these policies)
- 5- 25% increase in utilities
- 8- 20% increase in rates
- 15- 30% increase in waste costs

The caravan park industry has experienced strong tourism growth over since 2021 with visitor nights increasing by an incredible 43% and overnight trips experiencing 36% increase (between year ending March 2021 and year ending December 2023). Further, Tourism Research Australia also reported overnight visitor expenditure

during this period increased from \$1.13 billion (year ending March 2021) to \$2.1 billion (year ending December 2023).

With strong growth in the tourism side of the industry, and as Queensland navigates a strained rental housing market, it's imperative that any legislative amendments recognise the unique contributions and challenges of the caravan park industry. Thoughtful changes should aim to ensure market stability, encourage private investment, and support the industry's ongoing provision of affordable, flexible housing solutions. By fostering a regulatory environment that addresses these priorities, we can ensure that caravan parks continue to play their vital role in Queensland's accommodation and housing landscape.

Details of Submission

Strengthening the rules and making expectations clearer

In light of the concerning rise in reports of harassment and inappropriate behaviour towards park managers, we are in favour of the proposed introduction of a Rental Sector Code of Conduct. This initiative is crucial for ensuring that all parties, including tenants, are held accountable and that there are penalties for breaches of the code, ensuring protection not just for tenants, but also for property/park managers and owners.

The recurring theme of abuse, harassment, and intimidation towards park and property managers, as highlighted in regular meetings with the Residential Tenancies Authority (RTA), underlines the urgent need for a regulatory framework that safeguards the dignity and safety of those managing properties. All individuals deserve a safe working environment, free from fear of undue aggression or harassment. As such the creation of a Code of Conduct that lacks enforceable penalties against such behaviours towards property and park managers would be insufficient.

We eagerly anticipate participating in the consultation process for this Code to offer constructive input that will help shape a balanced, effective, and safe environment for Queensland's rental sector.

Modifications to properties

Our industry acknowledges the significance of allowing renters, particularly those over 50 living in caravan parks, to request modifications for safety, security, and accessibility. However, this must be balanced with other considerations such as council approvals, site limitations, community impact, and safety.

Caravan parks, due to their close-knit nature and regulatory constraints (at a local, state, and federal level), often face challenges in accommodating modifications. Issues include safety standards, local government regulations, material safety (e.g., asbestos), and the potential impact on insurance and park aesthetics. Modifications can also affect park fire safety compliance and may not be feasible due to technical or legal limitations.

We support transparent consent and documentation processes for modifications, with a clear framework for negotiating modifications. It is critical that time frames for decision making consider (or allow for) external factors, particularly those outside the lessors control such as council approvals, building inspections and access the appropriate trades people to provide advice.

We anticipate being offered the opportunity to participate in the consultation process for the new framework for parties to negotiate modifications to the rental property for reasons of safety, security, or accessibility and in developing a process for renters and property owners to agree to personalisation changes.

Access & Information

Extending the notice period

While largely supportive of the amendments to entry time frames for tenancies, as an industry we are concerned about the practicality of these changes for repairs and maintenance, especially in regional and remote areas of Queensland, due to the limited availability of qualified tradespeople. Often, caravan parks receive less than 24 hours' notice when a repair by a qualified tradesperson becomes possible. If caravan parks cannot permit immediate access for these tradespeople, it could lead to significant rescheduling delays.

We believe the amendment should allow for immediate entry in situations where delays in accessing tradespeople could negatively impact tenants.

Prompt access in an emergency remains critical and we are pleased to see general inspections, safety checks, in an emergency, or with the renter's agreement excluded from the 48-hour notice period.

Limiting entry at the end of a tenancy

As noted above in relation to the extension of the notice period for entry, trades people can be unreliable, not turning up at the time, or on the day that they advised they would attend to an issue. This restriction may lead to delays in preparing the property for the next tenant, especially in cases where multiple repairs and/or maintenance are needed in addition to any viewings by prospective tenants.

We recommend this amendment be changed to limiting entry at the end of a tenancy to no more than two entries per 7-day for inspections by potential tenants. This ensures that any maintenance, repairs or upgrades can be completed in a timely manner while still considering the renters' right to privacy.

Prescribing a rental application form and categories of supporting documentation

In principle, the caravan park industry is supportive of prescribed form for rental applications noting that the proposed categories largely align with current practices. Additional information collected as identified by caravan park owners, which may be specific to caravan park tenancies, included the details of any pets and smoker/non-smoker status as some parks are no pet and/or non-smoking properties, sometimes because of local government requirements. Some parks also inquire about concession entitlements to allow them to comply with AER exempt seller conditions, facilitating rebate pass-throughs on electricity bills.

On surveying CPAQ members, all respondents advised they accept applications in person, approximately 50% of these respondents also accept rental applications by email, and 30% accept applications by mail as well as by email and in person. No CPAQ member reported using an online third-party platform for applications. **While we support the right of a tenant to apply for a property without using a third-party platform, we do not support the requirement to provide two methods of applying. We would support an amendment to this condition which required at least one method to be direct to the property manager/lessor.**

Queensland Police Service (QPS) has recommended to several caravan parks that they need to record ID details of all occupants for swift incident response. This practice, vital due to the parks' close living conditions and transient demographic, aids in maintaining security. ID information is sited in the case of nearly all caravan park tenancies with most caravan parks recording details of the ID, and a smaller number storing a copy of the ID. **To support this QPS recommendation, caravan parks need to have the right to record the ID number of any tenant for the period of their tenancy.**

Despite the proposed three-year limit on data retention, parks often keep minimal information (name and mobile number for example) longer to expedite future applications and provide references after extended periods of time given the industry's high staff turnover and tenant mobility. **We suggest flexibility in these data retention guidelines to accommodate the unique operational needs of caravan parks.**

Improving the rental bond process

Bond claims to be substantiated by giving the renter evidence

The Bill introduces changes that require property owners to substantiate bond claims with evidence, aiming to make the bond process more transparent. This amendment could, however, slow down the bond refund process due to the complexity of cleaning and repair work often required at tenancy's end, which might involve multiple steps and specialists. Additionally, challenges may arise when a caravan park uses in-house staff for cleaning and/or repairs without generating formal invoices, or when there's a discrepancy between tenant and owner perceptions of property condition.

One example provided by a caravan park required a specialist to remove biological matter from the dwelling before cleaners were willing to enter the dwelling, the caravan park then needed to remove all personal items from the dwelling and then finally the cleaners completed the clean. As this was a multi stage process, each contractor wanted to see the state of the dwelling before they were willing to quote.

As noted in relation to entry notices, in regional and remote Queensland, access to trades people can be delayed and getting a quote may take time. The property owner should not be penalised for this.

While these changes seek to protect tenants from unjustified claims, they also highlight the need for flexibility in evidence acceptance, better tenant education on expected property conditions, and efficient dispute resolution mechanisms to balance the interests of all parties involved.

To address these challenges, we suggest the following accommodations within the legislation:

- **Flexibility in Evidence for In-House Services:** Allow for alternative forms of substantiation for work done by in-house staff, such as time logs or detailed service reports, instead of traditional invoices.
- **Recognition of Complex Clean-up Jobs:** Acknowledge that some clean-up jobs are complex and may require sequential involvement of multiple specialists. Documentation of each step, rather than a single final invoice, should be permissible as evidence for bond claims to ensure a timely outcome.
- **Educational Efforts:** Increase efforts to educate tenants about the standards of cleanliness and repair expected upon vacating, potentially reducing disputes over bond deductions.
- **Mediation and Dispute Resolution:** Strengthen and promote existing mechanisms for mediation and dispute resolution, ensuring that when there are disagreements about the condition of the property, there is a clear and fair process for resolving these efficiently.

Maximum bond is no more than four weeks rent

While as an industry we support capping the maximum bond at four weeks' rent for all residential and rooming accommodation agreements, there is currently a discrepancy for moveable dwelling tenancies where the maximum allowable bond is two weeks rent (or three where electricity is billed by the caravan park).

Queensland has the lowest bond amounts across the country for moveable dwelling tenancies, at only three times the weekly rent (if electricity is included) otherwise twice the weekly rent, compared to four times the weekly rent in all other states. This amount is also lower than standard tenancies and rooming accommodation tenancies in Queensland.

Generally a resident will do the right thing and pay their rent up until the day they leave and return the site/dwelling to the state it was in when they started their tenancy, less fair wear and tear, however in instances where this does not occur, the losses to the park owner will nearly always exceed the bond held on the tenancy.

If the tenancy is ended due to non-payment of rent the park owner will normally attempt to resolve the issue through conversation. When rent remains unpaid they will then issue a form 11 which provides the resident with five days to pay their site rent, and when this is unpaid, the park will issue a form 12 which provides 48 hours to leave the park. This generally means that at least two weeks has passed since the rent was last paid.

Where only a site is provided in the tenancy, we have received many reports of extensive damage when a vehicle/dwelling has been removed from the park, including:

- A tenant driving off with their caravan still connected to services, pulling up cabling for metres before realising this was happening. This can occur with plumbing and/or electrical infrastructure.
- Tenants abandoning their dwelling (often uninhabitable) on the site when they end the tenancy, resulting in the park owner incurring charges more than \$10,000 in addition to any time spent making applications to QCAT to have the dwelling removed.
- A tenant destroying every toilet in the amenities block in retaliation to being asked to catch up with rent payments.

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

Further, where the tenancy is for a dwelling (for example a cabin), the dwelling can have cost the park owner more than \$200,000 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.

As site rent in a caravan park is generally lower than that in the broader community, four weeks rent as a bond would still be less than most tenancies, would harmonise the maximum bond amount across all types of tenancy, and this would remove any confusion due to this consistent approach.

Considering these challenges, we strongly recommend increasing the maximum bond for moveable dwelling tenancies to increase to ‘four times the weekly rent’, bringing it in line with other types of tenancies and other jurisdictions.

Other bond related amendments

We do not oppose the other amendments proposed in the Bill concerning rental bonds. These amendments include allowing the Residential Tenancies Authority (RTA) to directly refund bonds to renters using commercial bond products and permitting the RTA to disburse rental bonds if a Queensland Civil and Administrative Tribunal (QCAT) application is dismissed. Additionally, the requirement for rooming accommodation bonds to be lodged with the RTA, the facilitation of personal information sharing between the RTA and the department regarding bond loans, and the establishment of a framework for a portable bond scheme signify positive steps towards streamlining the bond process, enhancing transparency, and providing greater protection and convenience for renters.

Making fees and charges fairer

Offer a fee-free method to pay rent and advise of any financial benefits received

All CPAQ members surveyed indicated that they offer a fee-free method of paying rent (other than bank fees of other account fees usually payable by the tenant) and all indicated that they receive no financial benefit if a tenant pays rent in a certain way.

Utility Charges

It is common for caravan parks to oncharge electricity based on the tenant's meter reading (as an embedded network). Whilst parks endeavour to pass on these fees as soon as possible, it is critical that any time frame is from the date that the invoice is received.

While we support the intent of introducing these time frames, bills that have been received in the mail are not always received within a set period of the date on the invoice. This could create situations where a landlord is unable to recoup these costs through no fault of their own. **Clear guidance should be provided on what happens where a bill is not received in a timely manner from the utility company.**

Stabilise the private rental market

Banning all forms of rent bidding

Banning all forms of rent bidding presents unique challenges in the caravan park sector, given its dynamic pricing model for tourist sites, sites that can transition to long-term residency after an initial period. Caravan parks often adjust rates based on seasonality and service changes, a practice not easily aligned with fixed pricing.

While the industry is prepared to offer set prices for dwellings on long term tenancies, applying a flat rate to sites fluctuating between tourist and long-term use could adversely affect his business model and may lead caravan parks to designate these sites for tourist use exclusively. This would inadvertently reduce the available stock in an already constrained housing market.

Recognising the amendment's intent, we suggest an exemption for tourist and short term sites and accommodation to ensure caravan parks can operate effectively without compromising the availability of long-term rental options.

Capping maximum rent payable in advance

While the proposed changes requiring that renters be offered a fee-free method to pay rent and be advised of any financial benefits the property owner or property manager receives from a renter paying rent in a particular way do not concern the industry, we do have significant concerns over the proposal to introduce a new cap on the maximum rent in advance that can be requested or accepted by caravan parks in moveable dwelling tenancies.

There are many instances where a tenant on a moveable dwelling tenancy agreement may wish to pay more than two weeks rent in advance including when they are paid monthly (rather than weekly or fortnightly). Many caravan parks advised that they have tenants that chose to pay more than two weeks rent in advance. Some of the examples provided include (verbatim):

- Guests request to pay more upfront so that they don't have to worry about paying rent for a certain period.

- Tenants often pay in advance ahead of holidays or scheduled hospital stays. We have a burn's victim who lives with us who is unable to go outside so pays a months rent in advance so he doesn't have to go outside as often. Truck drivers that live with us that find it difficult to make office hours usually pay a month or more in advance. People who are paid monthly will often pay a month in advance also.
- Some tenants prefer to pay more than 2 weeks rent at a time. We currently have one tenant in particular at this time who chooses to do this.
- Sometimes if the tenant is going away either on holiday or FIFO they do this so they don't have to worry.
- We have tenants who are paid monthly and like to pay their rent to their pay cycle.
- We have several tenants who travel a lot and for long periods of time. These tenants like to pay their rent before they go away as they might be in remote areas and not be able to pay rent while they are away. Other tenants like to pay rent in advance so they don't spend the money on other things like gambling or drinking. Sometimes family members pay the rent for other family members, these people only visit occasionally and pay the rent at that time.
- One of our residents has paid up to 6 months in advance as he struggles to manage his finances "his words".

As there are many valid reasons that a tenant may wish to (or need to) pay their rent in advance for an extended period, a process must be developed to allow for these instances to support the financial management that the individual wishes to implement.

As with rental bonds, we strongly recommend aligning this maximum cap for moveable dwelling tenancies with that of a standard tenancy and consider the needs of the tenant if they wish to pay rent in advance.

Applying the 12-month limit on rent increase frequency

We support the of applying a 12-month limit on rent increases to properties rather than individual leases but foresee potential issues within caravan parks due to their unique operating environment.

1. **Site Improvements:** The proposal doesn't account for circumstances where a site undergoes significant upgrades, such as refurbishments, dwelling replacements, or the conversion of sites to different accommodation types. These common enhancements in caravan parks improve living conditions but aren't considered in the proposed rent increase limitations.
2. **Short-term and Seasonal Tenancies:** Caravan parks cater to short-term residents and seasonal workers requiring flexible accommodations, with pricing often adjusted for seasonal demand. Imposing a uniform annual rate could raise costs for tenants, eliminating the affordability of off-peak rates. This would particularly affect short tenancies and those seeking flexible housing solutions, leading to uniformly higher rents throughout the year.
3. **Early Termination Impact:** If a tenant ends their lease early, within 12 months of the last rent increase, the current proposal restricts rent adjustments for incoming tenants, possibly extending up to 23 months if a lease is terminated in the 11th month. This could discourage caravan parks from offering below-market rates to long-term, valued tenants, due to the financial risks posed by early terminations.

To address these concerns, we recommend amendments to explicitly exclude short tenancies from the 12-month rent increase limit and allow adjustments following significant site improvements.

Allowing a property owner to apply to QCAT for an order to increase the rent

Due to the diverse nature of a caravan park it will be difficult, if not impossible, to prove that not allowing the caravan park to increase rent more frequently than the 12-month limit would cause undue hardship.

Rather than applying for QCAT intervention under undue hardship an exemption from the 12-month limit or a mechanism to adjust rent based on a set percentage above CPI for increased costs could offer a practical solution for caravan parks and moveable dwelling tenancies.

Requiring that a tenancy agreement must state the date of the last rent increase

To ensure this provision can be achieved, it will be critical that a new tenancy agreement form is created which includes space for this information. Clear and concise information should also be provided on what can be used as evidence to show the last increase.

Other improvements

Introducing a process to end a short tenancy for moveable dwellings

We welcome the addition of provisions for ending short tenancies in moveable dwellings within the Bill. These new provisions clarify the process and timelines for concluding such tenancies, which benefits all parties involved. **However, we seek further clarification on the amendment's wording regarding the issuance of a notice to leave "at the end of the base period or the extended period."** This phrasing could imply that a tenant cannot be asked to vacate before the conclusion of these periods, potentially differing from the original intention and practice.

Current drafting:

s292 Notice to leave for end of agreed short tenancy period

(1) This section applies in relation to a residential tenancy that is a short tenancy (moveable dwelling) for moveable dwelling premises in a moveable dwelling park.

(2) The lessor may give a notice to leave the premises to the tenant relating to the ending of the tenant's occupation of the premises at the end of—

(a) the base period; or

(b) if a short tenancy (extension) statement has been made—the extended period.

(3) A notice to leave under this section must be given at least 2 days before the period mentioned in subsection (2) ends.

(4) A notice to leave under this section is called a notice to leave for end of short tenancy (moveable dwelling).

Previously, the legislation allowed for a notice to leave to be given "for a period of up to 42 days," suggesting flexibility for landlords to end a tenancy within the initial 42-day period or its extension by providing a 2-day notice at any point, such as on the 20th day. This flexibility is crucial for managing situations where a tenant may become non-compliant or disruptive before the end of their tenancy.

Clear distinction in this aspect is essential. Without it, tenants receiving a notice to leave might cease rent payments and exhibit disruptive behaviour until the 42nd day, adversely affecting the park's atmosphere and posing challenges for management and other residents. Therefore, we advocate for an amendment to explicitly

allow notices to leave to be issued at any point during the tenancy, ensuring landlords can effectively manage their properties and maintain a harmonious living environment for all park residents.

Reasonable efforts to contact the owner of abandoned goods

The revisions to modernise what constitutes reasonable efforts to contact the owner of abandoned goods are consistent with modern practices and make sense.

As previously identified, goods abandoned at caravan parks often present unique challenges compared to those left in traditional residential properties like houses or apartments. It's not uncommon for tenants to leave behind their caravan, which could be valued between \$2,000 and \$4,500 in terms of scrap and parts. However, these dwellings pose significant difficulties due to their size, potential health hazards, and the impracticality or impossibility of relocating them without causing damage.

The cost of removing an old, deteriorated caravan, especially one that cannot be inhabited and requires specialist equipment for removal which far exceeds the caravans value. In one instance reported by a Queensland park owner, the removal of a caravan filled with hazardous materials from hoarding reached nearly \$8,000.

Given these circumstances, we propose that the threshold for considering goods as abandoned in the context of moveable dwelling agreements be raised to \$5,000. This adjustment would more accurately reflect the reality of abandoned caravans' value and the significant removal costs associated with them.

This change acknowledges the distinct challenges caravan parks face with abandoned dwellings, mitigating undue hardship for lessors while addressing the complexities of handling larger abandoned items.

About Caravan Parks Association of Queensland

Caravan Parks Association of Queensland (CPAQ) is the peak industry body representing the interests of caravan park owners and operators across Queensland. As a pivotal advocate for the sector, CPAQ is dedicated to promoting the sustainable growth and development of the caravan park industry, which plays a critical role in providing affordable, community-focused housing and leisure options. With a diverse membership, CPAQ champions the economic, social, and lifestyle contributions of the industry to Queensland's landscape.

CPAQ's mission centres on providing robust support to its members through advocacy, education, and the promotion of best practices, ensuring a high standard of operation and product quality across the state. Engaging proactively with governmental and regulatory bodies, CPAQ seeks to influence policy and legislation in a manner that balances the needs of park owners, residents, and the broader community. Through its efforts, CPAQ aims to enhance the industry's profile, advocate for its members' interests, and contribute to the vibrant tapestry of Queensland's accommodation sector.

There are over 335 caravan park members of CPAQ spread across the state, from Stanthorpe and Kirra Beach in the south, Birdsville and Adels Grove to the west, and all the way north to Bamaga at the tip of the Cape. These businesses are diverse and CPAQ's membership includes:

- **Pure Residential Parks:** These members specialise in providing long-term residential options for renters (residential tenancy agreements) and homeowners (manufactured home site agreements), focusing on community living and lifestyle amenities.
- **Mixed-Use Parks:** Reflecting a blend of tourism and residential accommodations, these members offer versatile living and holiday experiences, catering to a wide range of needs and preferences.

- **Pure Tourist, Boutique and Specialty Parks:** CPAQ also represents pure tourist parks and boutique parks that offer unique or niche market accommodations, from eco-friendly retreats to parks catering exclusively to certain demographics or interests.

Caravanning Queensland

Caravan Parks Association of Queensland (CPAQ) and Caravan Trade & Industries Association of Queensland (CTIAQ) are often collectively referred to as Caravanning Queensland, a collaborative approach allowing for increased marketing and representation for the broader sector. Together Caravanning Queensland effectively addresses the needs and challenges of the industry, from the manufacturing floor to the camping site. This cohesive strategy strengthens the sector's ability to navigate a dynamic market landscape, advocate for supportive policies, and promote the joys and benefits of caravanning and camping to a wider audience.

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

Caravan Trade & Industries Association of Queensland (CTIAQ) is the peak industry body for the trade sector of the caravan and recreational vehicle industry in Queensland. Established in 1964, the association provides regulatory support and advocacy for members, delivering industry promotion, the largest caravan and recreational vehicle events in the state, and coordinating state-wide consumer safety education initiatives.