

Gail Easton

**From:** Garrie Love [REDACTED]  
**Sent:** Tuesday, 13 December 2011 12:23 PM  
**To:** Legal Affairs Police Corrective Services and Emerg Svc Committee  
**Subject:** Section 99A Amendment Bill New Section 99A(2) Manufactured Homes (Residential Parks) Act 2003

Dear Sir/Madam,

I believe that the proposed new amendments to Section 99A are flawed in that the wording includes the following statement "*.....for the use of the utility at the site that is more than the amount charged by the relevant supply authority for the provision of the utility at the site.....*"

In the Act "**The Site**" means a site in the park or means the site, the subject of the agreement.

The relevant supply authority (electricity provider) provides power to a single point, generally at the street frontage of the park and the park owner (in most instances) reticulates the electricity to the individual sites.

The relevant supply authority **does not** provide the utility at the site as stated in the amendment bill.

To be correct and unambiguous the wording should state "*..... for the use of the utility at the **site**, based on an average metered cost per unit, that is more than the amount charged by the relevant supply authority, based on the average metered supply cost per unit, for the provision of the utility at the **park.....***", or something similar.

The meter on a residents' home at the park is not capable of displaying the amount of varying tariff levels during the period; it simply reads the number of kWh's used. Unless an averaging system is part of the legislation, I would doubt that the clause can be legally implemented. If neither a park owner nor a site resident can calculate the actual cost of the utility, to be true to the Act, then how can it be law?

Further the clause states "*... unless the relevant amount- (a) is stated, in the site agreement, for the provision of the utility at the site;.....*"

Does this have to be a stated rate or rates for peak/off-peak costs per kWh, etc. or is it sufficient to enter into an agreement stating that the relevant amount is as stated in the relevant Government legislated "Ready Reckoner" applicable at the relevant time? This is unclear in the current wording.

The provisions in 99A(2)(a) don't state that the negotiation of the administration fee for the provision of utilities can be included into any agreement (existing or proposed) that receives the benefit from those provisions of utilities. The wording does not state how this negotiation will proceed, the position of the tribunal to administer and rule on the additional fee and the rights of the park owner to treat an entire park in one application rather than negotiating with hundreds of individual residents about the exact same issue.

These new clauses and provisions are a step in the right direction and provide some further clarification over the current Section 99A and should protect residents as well as protect the viability of the businesses and rights of park owners, but I believe need some more changes as listed above.

Please feel free to call me should you wish to discuss the above.

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13/12/2011

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