



Speech by

CHRIS CUMMINS

MEMBER FOR KAWANA

Hansard 16 October 2003

MANUFACTURED HOMES [RESIDENTIAL PARKS] BILL

Mr CUMMINS (Kawana—ALP) (4.45 p.m.): One of the major failings of the Mobile Homes Act 1989 was that it did not require the agreement between the park owner and home owner to site the home in the park and to reside there to be in writing or to be signed by both parties. It only required the home owner to be given a statement outlining the agreement within three months of the person entering into the agreement. The statement did not have to be signed. Many people did not realise that they were supposed to get the statement, let alone take careful note of what it contained or that they should store it carefully for later reference. Unlike the bill, the act does not have any record keeping requirements. Many disputes have occurred over whether the person was actually given a statement or not.

The transitional provisions upon commencement of the act stated that existing agreements continued and that a written statement of the agreement should be provided within six months. Many agreements were only verbal and where people did get written statements there was uncertainty in knowing exactly what had been agreed to. In any event, home owners could not have disputed any express terms through the Small Claims Tribunal within the next six months, as was the right of new home owners entering into new agreements, as they were precluded from this provision.

The existing act gave new home owners six months to make an application to the tribunal to change any express terms in the statement that they did not like. For many people it was too late before they realised that there were any problems with the agreement. This six-month period has been removed from the bill and the parties can negotiate any change. If they are not successful they may obtain an order of the tribunal.

As the agreement continues to exist until terminated and as conditions and circumstances do change over time, there needs to be more flexibility. The clause allows for changes at any time. Under the existing act, while there may not have been any immediate problem if the person did not get or lost the agreement, problems have arisen where the home owner decided to sell the home or wanted to change the agreement in some way. Sometimes the park owner had left and the new park owner knew nothing of the verbal arrangements. For people to make informed decisions, they need to know up front and in writing essential information such as the rent or other charges they have contracted to pay, the park rules, how many people can live in their home, rules about guests, any limitations on using various facilities, the dispute resolution process and how agreements may be changed or terminated.

The bill addresses these issues by introducing requirements for the park owner to provide a home owner's information document in an approved form, a copy of the park rules and two copies of the proposed site agreement. The bill suggests certain matters which should be contained in the information document and the site agreement. The site agreement must be in writing and contain standard forms. It must clearly identify the parties, the site, the rent and when it will be increased and signed and be signed by both parties. The park owner must retain one signed copy of the agreement and the other signed copy must be given to the home owner. This makes simple good sense.

The bill also introduces a cooling-off period where home owners have time to seek legal advice before entering into the agreement. It also makes it an offence for park owners to restrict the home owner's right to obtain legal advice. The bill recognises the importance of the information document and provides that the home owner may seek termination of the site agreement if the park owner does not provide copies of the information document, site agreement and park rules. Information disclosure,

transparency of process and good lines of communication are required to break down the culture of conflict and distrust which have developed in some parks. The requirements for up-front disclosure and written agreements should assist in opening up the lines of communication and develop a new trust between park owners and home owners. The up-front disclosure provisions in the bill are a vast improvement on the unsigned written statement required to be given three months after the agreement was made under the act and should go a long way to addressing many of the problems in residential park living.

It is no secret that for many years people who have chosen to live in affordable accommodation and indeed those who have had little or no choice to live in these areas have often been treated like second-class citizens. In my opinion, this should not happen. Caravan or mobile home parks on the Sunshine Coast have been continually converted into unit sites and similar over many years because they often had such a prime position at or near the waterfront. Golden Beach and Kings Beach are two areas at the southern end of the Sunshine Coast that have faced such issues. When those units go up, obviously there is no ability for there to be affordable or low-cost housing which many people in our community need.

Tripcony/Hibiscus Caravan Park is an ongoing saga that goes back over a decade, and it will be a continuing issue in our community. The Caloundra City Council sold the rights or the ownership to the state government over a decade ago to enable a development. The development never went ahead and the state government has retained ownership of that land and allowed a lease agreement with a caravan park. While the Caloundra council previously sold the caravan site to the state government, it is now asking for it to be handed back, which is quite interesting to say the least. It has not outlined what it wants to do with the numerous permanent residents who live on the site, and that is quite concerning not only to the outgoing member for Caloundra but those who will be facing the upcoming state election as candidates for the seat of Caloundra.

While many promises and political hoo-ha will be tossed around in the coming months, I suggest to all parties to bear in mind that they are dealing with dozens of people who live in the area who have a right, while they have a roof over their head, not to be thrown out on their ear and to be guaranteed that something is done if the council decides to try to purchase this site back. In my lifetime caravan parks and mobile home areas have been a great form of low-cost housing and affordable housing for many, and we must also realise the fact that many people have bought at such locations as a holiday home. Sadly, they seem to be disappearing at a very fast rate and we see more and more units going up, which can sometimes be a positive and often be a negative.

I commend the minister for the legislation that she and her department have put before us. I also thank the various officers who have been of great assistance in ensuring that we are well conversed with what is before us today. I fully support the bill before the House.