

## **Submission to the Review of Residential (Land Lease) Communities Act 2013 (RLLC Act)**

15<sup>th</sup> October 2020

I wish to submit a submission to this review

I am a resident of a Residential Land Lease community and have been for 10 years. There have been numerous operators and six (6) managers plus relieving managers during this time therefore I have had experience with many people. We do not have a residents committee at present in our community.

The current RLLC Act 2013 objectives, as a result of the review of the Residential Parks Act 1998, which commenced in November 2011, made commitments to:

1. Introduce licensing of park operators
2. Mandatory education/training of new operators
3. Ensure processes for resolution of "excessive rent increase" applications.

There is no clear licensing system and operators are not required to be licensed. There is no monitoring of operator's conduct. All the operators we have had have been very ordinary and it is very clear the managers have not had much training, if any. A new approach to operator's behaviour is a must. I have been involved in a Tribunal hearing and the whole process of this was disgraceful on the operators part, they are not accountable and do not seem to be made accountable.

### **2. Site Fee Increases**

The Act states that site fee increases are either by "Fixed Method" or "By Notice". My own site agreement, signed in 2010 is by "Fixed Method". In September last year 2019, Managers tried to put me on "By Notice" This was without approval or consultation with me. After much discussion and stress on my behalf I was put back to "Fixed Method" It was only that I fought this that they didn't get away with it. My point is even though they cannot do some things, they still have a go. There are several types of site agreements in place now for new homeowners and these are quite complex.

I believe the site fee situation is very unclear and there has been a lot of trouble with new owners taking over leases from previous owners. A very involved situation which needs a lot of looking into in your review.

### **Repair and Maintenance Obligations**

The current RLLC Act has caused confusion around responsibilities in this area. The operator's obligations to maintaining the site, or repair any damage not caused by the homeowner is not clear. This area needs a lot of changes made.

### **Dispute Resolution**

In my experience over the past 10 years, dispute resolution with operators has been a very difficult, stressful experience. Operators schedule meetings then postpone or cancel, causing more stress to elderly people, they do this hoping people will give up and only the more capable keep going with the dispute. There has never been any genuine attempt from Operators to have a successful dispute resolution, they always seem happy to "just go to tribunal" which causes a lot of unnecessary time,

effort, money and costs. I have been involved in a successful mediation which involved 11 other homeowners. This had started with 28 homeowners but ended up with only 11 seeing it through. The attitude and behaviour at the Tribunal by the Operators was disgraceful, even with the Operator's representative arriving late.

### **Community Rules**

Community rules are very selective by Managers and a good, sensible set of community rules, available to all homeowners and adhered to by Managers is very much needed.

### **Compliance with Rules**

I do not reside in a tourist park so the issues that arise with tourists not complying does not affect me. However, I am aware that tourists in a tourist park are not required or expected to comply with community rules and this is not fair. The same rules should apply to all, both tourists and permanent homeowners in parks.

### **New and Amended Rules**

Homeowners/residents should have the opportunity to take part in establishing the rules that will govern their everyday lives. In the community I live in where there is no resident's committee, it has become very difficult to liaise with Managers re: new and amended rules. These rules need looking into in the review.

### **Disputing community rules**

The Act should provide that the Tribunal have the power to declare a community rule to be unfair, just as the Residential Parks Act of 1998 was able to do.

### **Further Points**

The disclosure statement, when provided to a prospective buyer should include copies of the approval to operate and a community map, the proposed site agreement and the community rules.

There should also be a specific timeframe in which the written agreement must be given to the homeowner. There have been cases where it has taken a substantial timeframe for homeowners to obtain their site agreement, also with some conditions changed in the document without approval.

It should be noted that for those over 50 who are now more than ever encouraged to downsize to a lifestyle they can afford, the glossy brochures and TV ads make no mention of the way site fees increase across the industry. Some homeowners are being forced out of their homes because the increases to their site fees is becoming a financial burden that they can no longer sustain.

A site fee reduction should be allowed where the withdrawal or reduction of goods, services or facilities provided by the operator under the site agreement, contract or arrangement takes place.

In its current form the operator is not liable to pay compensation to homeowners by changing the designation of a site from long term to short term. This makes "no grounds" terminations possible. Compensation must be payable where a site agreement is terminated under any circumstance under S127

I also believe there should be some form of compensation for residents continually living in a "Construction Site" I understand that development must take place. I have been living in a

construction site now on and off, but mostly on, for many years and it will continue for many more years to come as approval has been given for another 99 sites to be allowed.

S128 should be repealed. Whether a home is occupied or not should not be the basis for termination if the occupier has for whatever reason eg. Health or travel, is absent as long as the property is maintained and the site fees are paid, vacancy should not be the basis for termination.

S144 should be expanded to cover correspondence between the operator, resident and/or Residents Committee, some operators just ignore correspondence. The Act should require at least acknowledgment by written response within a certain time period.

S154 confidentiality between the writers, whether they are operators/ head office, resident committee, on site manager and homeowners or residents should be paramount. It has been proven in the past that confidentiality has been broken by operators/managers.

Regards

Margaret Goodwin

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]