



Form RP2A
Information for the Tenant
DISCLOSURE STATEMENT BY PARK OPERATOR

Residential Parks (Long-stay Tenants) Act 2006 Section 11(1)(b)

IMPORTANT NOTE FOR THE TENANT:

- This document contains important information about the long-stay agreement.
- The park operator must give you this document before you sign the long-stay agreement. If you own or are purchasing a relocatable home to live in the park, this document must be given at least 5 working days before you sign the long-stay agreement.
- Please read this document, along with your long-stay agreement and the information booklet carefully. It is important that you understand this information and what it means for you.
- Seek independent advice if you have questions. Please think carefully about whether living in a residential park is right for you and whether you have found the right residential park before signing a long-stay agreement.

IMPORTANT NOTE FOR PARK OPERATOR:

- Please fill out this document. Guidance to complete this document is provided in *italics (...)*
- You must give this document to the prospective tenant before they sign the long-stay agreement. If the tenant is purchasing or owns the relocatable home, you must give this document at least 5 working days before the tenant signs the long-stay agreement.
- The tenant may have remedies (e.g. may terminate the long-stay agreement) if information in this document is misleading, false or significantly incomplete.

TENANT(S)	
PARK OPERATOR (LANDLORD)	Individual owner:
	Corporate Owner: Shire of Narrogin ABN 46 564 581 944 <i>(insert company name, and ACN or ABN details)</i>
	Contact details: Shire Office (08) 9890 0900 Caravan Park 0427 478 333 <i>(include outside business hours contact details)</i>

1. SITE DETAILS	
Park Name and Address	Narrogin Caravan Park 80 Williams Road, Narrogin WA 6312
Site Number	
Description of relocatable home (e.g. number of bedrooms, bathrooms, exterior wall and roof construction material etc)	
Parking (e.g. number of bays in relation to the site, where is parking located for the site?)	1 Parking Bay
What security is provided at the park and at the site? (e.g. security cameras, provide details)	
2. INSURANCE OBLIGATIONS	
Are there any insurance obligations imposed on a tenant?	
3. MAINTENANCE OBLIGATIONS	
Does the tenant have any obligations to maintain the site or premises (other than the general obligation to maintain and repair the agreed premises)? (if yes, provide details)	
4. RENT	
Frequency of rent (circle one)	Per <input checked="" type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month
Will rent be varied during the duration of the lease?	<input checked="" type="checkbox"/> Yes - If yes, see attached Rent Variation Examples to see how rent variation may change your rent over a 20 year lease. <input type="checkbox"/> No - Skip to Box 5
When may the rent be varied? (list of all rent review dates – or method of determining date)	Council sets fees and charges annually, usually they will come into effect on 1 July
	Note to tenant: for agreements entered into from 31 January 2022, your rent cannot be reviewed on a market rent basis.
How the rent may be varied? (list the basis for calculating the rent– e.g. adjusted by CPI, % change or set amount)	Council to set fees and charges in accordance with the Local Government Act 1995

5. VOLUNTARY SHARING ARRANGEMENTS (EXIT-FEES)

Is a voluntary sharing arrangement available for the site?

- Yes - If yes, see the document **Voluntary Sharing Arrangement Examples** for examples on how the arrangement may work for you. This document should have been given to you by the park operator before you sign the long-stay agreement.
- No

A **voluntary sharing arrangement** generally is an agreement in the long-stay agreement where the tenant pays a fee at the end of the lease (either as deferred rent or an exit fee based on the sale of the home) in return for a benefit at the start, or during, the tenancy (e.g. reduced rent or reduced purchase price of a relocatable home).

Note to tenant: A voluntary sharing arrangement is optional. If you are purchasing a relocatable home to live in the park, the park operator may be required to offer you an alternative long-stay agreement without a voluntary sharing arrangement. Further information can be found in the information booklet. It is your choice as to which long-stay agreement to sign. You may wish to seek independent financial advice.

6. FACILITIES AND SERVICES

Additional facilities or services planned for the park
(Specify proposed facilities, including in-progress facilities, and the date they will be provided)

Are any facilities or services available on a user-pays basis and are not covered by the rent?
(If yes, list facilities or services and the current cost)

- Yes – See list below. No

Laundry, washing machines and dryers are coin operated

7. SALE OR REDEVELOPMENT OF LAND

Are there any proposals for the sale or the redevelopment of the park (including changes within the park) that could impact the tenant occupying the site?
(If yes, outline proposal)

- Yes – See list below. No

8. PARK LIAISON COMMITTEE

Is there a park liaison committee for the park?
(If yes, provide contact details)

- Yes – See contact details below. No

9. PARK RULES

Are there park rules for this park?

- Yes – See note below.
 No

Note: Section 11(1)(d) of the *Residential Parks (Long-stay Tenants) Act 2006* requires the park operator to provide a copy of any relevant park rules to the tenant before entering into a long-stay agreement.

10. PARK OPERATOR – FURTHER DETAILS

Is the park operator or land owner subject to any form of insolvency administration? <i>(e.g. receivership or being operated by a court appointed administrator? If yes, give details)</i>	<input type="checkbox"/> Yes – See details below. <input checked="" type="checkbox"/> No	

Is the land on which the park is located subject to a mortgage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - <i>(Skip to Box 12)</i>	
	Has the mortgagee’s consent been obtained to lease?	_____
	Date of mortgage	_____
	Note to tenant: for mortgages entered into before 31 January 2022 your lease could be terminated if a mortgagee takes possession of the land.	
Does the park have on-site management or staff? <i>(If yes, give details of hours of operation)</i>	<input checked="" type="checkbox"/> Yes – See details below. <input type="checkbox"/> No	
	Park caretakers live on site	

11. OTHER INFORMATION

Details of any other information made available by the park operator. <i>(Attach additional documents as needed).</i>	_____

PARK OPERATOR’S DECLARATION

The park operator declares that:

- this document (the disclosure statement) contains all representations in relation to the proposed long-stay agreement by the park operator and the park operator’s agents as at the date of signature; and
- the park operator has not knowingly withheld information that is likely to have an impact on the tenant’s occupation of the site.

Name: _____ Signature : _____
 Park operator / park operator’s agent

Date: _____ / _____ / 20 _____ x
 DD MM YYYY



Information for Tenant

RENT VARIATION EXAMPLES

NOTE FOR TENANT

- If your long-stay agreement allows for your rent to change over the duration of your tenancy (known as **rent variation**), the information in this document may assist you in deciding whether the rent variation or the long-stay agreement is right for you.
- Please seek independent advice if you have any questions.

NOTE FOR PARK OPERATOR

- If the long-stay agreement allows for rent variation, please complete **Table 3**. Guidance notes are in *italics (...)*

1. Does your long-stay agreement allow for rent variation?

- Yes ---- Go to Box 2
- No ---- The information in this document does not apply to your long-stay agreement.

2. How to use this document

The Tables below are examples showing how rent variation may change and how much rent you would pay over the duration of your tenancy, depending on how the rent is calculated. For example, rent may be calculated based on changes to CPI (consumer price index¹), a change in fixed percentage (%), or a change in fixed amount.

- **Tables 1 and 2** are **hypothetical examples** showing how your rent could change where the basis for calculating the rent is by an increase in CPI or by an increase in a fixed % respectively.
- **Table 3** must be completed by the park operator and is an example of how your rent may change depending on the basis for calculating rent in your lease.

Table 1 – Changes to rent based on rent being calculated using CPI%

	Column A	Column B	Column C	Column D
Basis for calculating rent	CPI at 1.5%	CPI at 2.0%	CPI at 2.5%	CPI at 3.5%
Initial rent	\$150.00	\$150.00	\$150.00	\$150.00
1 year	\$152.25	\$153.00	\$153.75	\$155.25
5 years	\$161.59	\$165.61	\$169.71	\$178.15
10 years	\$174.08	\$182.85	\$192.01	\$211.59
15 years	\$187.53	\$201.88	\$217.24	\$251.30
20 years	\$202.03	\$222.89	\$245.79	\$298.47

Table 1 shows how rent of \$150 per week may change over a 20-year lease if the rent is reviewed based on CPI of 1.5%, 2.0%, 2.5% and 3.5%.

Please note CPI varies each year, so if your rent review is based on CPI calculations, the CPI figure used in those calculations will vary accordingly.

¹ The CPI used is the all groups consumer price index for Perth published by the Australian Bureau of Statistics.

Table 2 – Changes to rent based on rent being calculated by a fixed % increase

	Column A
Basis for calculating rent	5% per annum
Initial rent	\$150
1 year	\$157.50
5 years	\$191.44
10 years	\$244.33
15 years	\$311.84
20 years	\$397.99

Table 2 shows how rent of \$150 per week may change over a 20 year lease if the rent is increased by a fixed amount such as 5% per annum.

Table 3 – Changes to rent based on the rent calculation in the lease

	Column A	Column B	Column C	Column D
Basis for calculating rent
Initial rent				
1 year				
5 years				
10 years				
15 years				
20 years				

Table 3 shows how rent of (insert initial rent amount) per(insert frequency rent is paid, e.g. per week) may change over a 20 year long-stay agreement if the rent is changed using (insert basis for calculating rent, e.g. CPI or CPI + x %.)

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.....(insert further explanation as needed.)