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| Rights and duties of a site tenant  Residential *****Tenancies Act 1997*** Section 206ZR(1) and** 206ZS Part 4A(1) | Consumer Affairs Victoria |

The Part 4A site owner must give the site tenant a copy of this statement and a plan of the Part 4A site which identifies the site tenant’s dwelling, before the tenant enters into a site agreement*.*

For further information, visit the renting section – Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call the Consumer Affairs Victoria Helpline on **1300 55 81 81**.

# A site tenant has a right to:

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| * 24 hour vehicular access to the site and 24 hour access to the park * reasonable access to the recreational areas and laundry and communal facilities |
| * privacy, peace and quiet enjoyment of the dwelling, site and communal facilities |
| * have their site maintained in good repair by the owner |
| * the site owner’s or agent’s contact details, including their name, address and emergency phone number |
| * receive two copies (or one copy electronically) of a condition report for the site they are renting. The report must show the state of repair and general condition of the site on the day of the report |
| * not have the rent increased more than once in a 12-month period. The owner must give the tenant 28 days’ notice of any fixed rent increase and 60 days’ notice of a non-fixed rent increase |
| * not pay more than one month’srent in advance. They must also be offered a fee free payment option and payment by Centrepay |
| * get a receipt for each rent payment |
| * have their rent reduced if services are reduced |
| * not to have their goods taken by the site owner if they owe rent |
| * live on their site until their tenancy is properly ended and they have vacated the site |
| * not be charged for electricity, gas and water unless the site is separately metered. |

# A site tenant has a duty to:

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| * use the site for residential purposes only unless the owner has given consent otherwise * use the site, park and facilities properly and ensure that their visitors do the same * not use the site for an illegal purpose * pay their rent on time and in the agreed way * not interfere, or let a visitor interfere, with other residents’ privacy, peace and quiet * keep and leave the site reasonably clean and maintained * keep their dwelling in good repair * not install fixtures, erect structures or make any alterations, renovations or additions to the site or park without the owner’s prior written permission * tell the owner about any damage they or their visitors cause to the site or any facility in the park, and pay for the damage to be fixed. Damage does not include fair wear and tear * not allow more than the agreed number of persons to live on the site * follow park rules * allow access to their site and dwelling in certain situations: * if the site tenant agrees; or * if there is an emergency requiring immediate entry; or * if the Tribunal has made an abandonment order; or * for the purpose of:   + showing the site to a prospective site tenant,   + showing the site to a prospective buyer/lender,   + enabling the owner to carry out a duty under the Act,   + enabling an inspection to occur, when entry has not occurred for 6 months, or   + the owner has reason to believe the site tenant has failed to comply with a duty under the Act * pay a bond, as required by the operator. For residents on a fixed term agreement, the bond should be equal to or less than 28 days' rent. For other residents, it should be equal to or less than 14 days' rent |
| * follow all VCAT orders. |