Manufactured homes Form 16

Residential Park Comparison Document

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 20 February 2025

Important

About this document

The Residential Park Comparison Document assists prospective manufactured home owners compare residential parks by providing general information about a park and their facilities and services, including the costs of moving into, living in and leaving the residential park. It is not intended to provide information about individual manufactured homes within a park. It doesn't form advice or guidance, and any prospective home owner is encouraged to seek independent financial and legal advice.

Key things to know about residential parks

Manufactured homes in residential parks are a form of housing where manufactured home owners own their dwelling and position them on sites in a residential park owned by a park owner. Home owners enter into a site agreement with the park owner for the use of the land and communal facilities, services and amenities and pay the park owner site rent.

Buying a manufactured home is a significant commitment, and when you enter into a site agreement you are agreeing to continue paying site rent for as long as you own the home, or until you remove the home from the site in the park.

In a residential park, **site rents can increase at regular intervals based on the terms of your site agreement** and subject to legislation on site rent increases in the *Manufactured Homes (Residential Parks) Act 2003.*

You should carefully consider whether you can afford the ongoing expenses of living in the residential park, and how this will increase over time. You are strongly encouraged to seek independent financial and legal advice from an experienced Queensland lawyer about your rights, options and obligations as a manufactured home owner before buying a manufactured home in a residential park and entering into a site agreement.

For more information about residential parks and the *Manufactured Homes (Residential Parks) Act 2003,* please see *https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/about-manufactured-homes.*

The information in this Residential Park Comparison Document is correct as at 20/02/2025 *[insert date].* Some of the information included may not apply to existing site agreements.

Park owner signature ..... Date 20/02/2025

Residential park details

Park name Bayside Tingalpa

Phone 07 2104 7316

Park address 905 Manly Road

Suburb Tingalpa State QLD Postcode 4173

Website https://hometownaustralia.com.au/qld/brisbane/bayside-tingalpa Number of current manufactured home sites 160

Park contains: ■ only manufactured homes ☐ multiple dwelling types (see section 15)

Total number of sites (including other dwelling types) currently in park 160

Development status: ■ Completed ☐ Under development (see section 16 for details)

Re-development planned in the next 5 years: ☐ Yes ■No (see section 16 for details)

Year Residential Park began operating……2009……..

Part 1 – Site rent and other costs

1 Site rent for new site agreements

*(GST exclusive)

Declaration of what site rent will be for new home owners.

Site rent* (or range of site rent) payable by new owners

$500.00 to $520.00.

This applies to site agreements entered from 20/02/2025. DD/MM/YYYY)

How often is site rent due:

☐ Weekly ■Fortnightly ☐Monthly ☐ Other (specify) ……..…….....

2 Site rent increases

The proposed basis for how site rent can be increased under a site agreement for the site.

How does site rent increase for new home owners in the residential park?

Basis

4% per annum
(This is subject to the increase limitations of "the greater of CPI or 3.5%" under section 69B of the Act.

General increase day……8 May 2025……..…… (DD/MM/YYYY)

A general increase day is the day that site rent increases for all sites using a particular basis. A general site rent increase for a site cannot occur more than once a year.

Frequency

■Annual ☐Other (specify) ……

Additional information (specify any additional basis, increase day and frequency below)

…….....

……..

……..

Note: general site rent increases are limited to once per year using only a single basis at a time. However, some park owners may have multiple bases which apply in different years.

3 Mandatory costs or fees <u>not</u> included in site rent (GST inclusive)

Note: Does not include sales commissions where the park owner resells homes.

Are home owners in the park required to pay any additional costs or fees which are not included in site rent?

☐ Yes (provide details below) ■ No

Total costs / fees: $.....

Details of costs / fees and when payable: ……

……

Part 2 – Utilities and services

4 Electricity	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A Does the park contain an embedded network for the supply of any electricity in the residential park? ☒ Yes ☐ No For more information about embedded networks see: https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers Can solar panels be installed on manufactured homes? ☐ Yes ☒ No Are there any known conditions/restrictions on the installation or use of solar panels in the residential park? ☒ Yes ☐ No If yes, specify The residential park is restricted by conditions set by the network distributor and government authorities regarding excess solar energy which may change from time to time.
5 Water	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) …….. N/A

6 Sewage	Service Charge/s ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A Usage Charge/s ☐ Included in site rent ☒ Not included in Site Rent ☐ Other (specify) N/A
7 Gas	Service Charge/s (individually measured and/or metered) ☐ Included in site rent ☐ Not included in Site Rent ☐ Other (specify) N/A Usage Charge/s (individually measured and/or metered) ☐ Included in site rent ☐ Not included in Site Rent ☐ Other (specify) N/A
8 Telephone	☐ Included in site rent ☒ Available but not included in site rent ☐ Not available ☒ Other (specify) Must be separately arranged with a third party by the home owner
9 Internet	☐ Included in site rent ☐ Available but not included in site rent ☐ Not available ☒ Other (specify) Must be separately arranged with a third party by the home owner
10 Other utilities and services	Details of other services or utilities (for example, food services, gardening services, personal care services, transportation services) including whether provision of these services by the Park Owner is included in site rent N/A

11 Park Manager and staff Please provide details about the availability of park management.	**Is an on-site manager (or representative) available to home owners?** ■ Yes ☐ No Details of on-site availability: Monday - Friday 9:00am - 5:00pm **Does the on-site manager live on-site or work on-site?** ☐ Lives on-site ■ Works on-site ☐ Not applicable **Does the park have an after-hours emergency contact?** ■ Yes ☐ No **After-hours emergency contact details** 07 2104 7324 **Do any other staff work in the residential park?** ■ Yes ☐ No If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc). Grounds person

Part 3 – Facilities and amenities

12 Communal/shared facilities Please provide details about the facilities currently available in the park, including any additional costs for the use of these facilities.

(NOTE: Under section 14 (a) (iii) of the Act, a home-owner has non-exclusive use of the park's common areas and communal facilities).

☒ Activities, workshops or games room/s

Details Community workshop

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

☒ BBQ area outdoors

Details

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

☒ Bowling green

☐ Indoor ☒ Outdoor

Details Recreational bowling green

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

☒ Club House

Details Open plan with kitchen, deck and amenities

Cost: ☒ Included in site rent ☐ Additional fee (specify)

Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

☐ Communal open space

Details……

……

Cost: ☐ Included in site rent ☐ Additional fee (specify)

……

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Gym

Details……

……

Cost: ☐ Included in site rent ☐ Additional fee (specify)

……

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☒ Library

Details……

……

Cost: ☒ Included in site rent ☐ Additional fee (specify)

……

Available to: ☒ Home owners ☐ Guests / Visitors ☐ Public

☐ Restaurant / Cafe

Details……

……

Cost: ☐ Included in site rent ☐ Additional fee (specify)

……

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Shops

Details……

……

Cost: ☐ Included in site rent ☐ Additional fee (specify)

……

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Park bus or other park-supplied transport options

Details (conditions for use)

……

……

Cost: ☐ Included in site rent ☐ Additional fee (specify)

……

Frequency: ……

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

■ Swimming pool

☐Indoor ■ Outdoor ☐ Heated ☐ Not heated

Size: Approx. 9m x 3.5m……

Details. Inground……

……

Cost: ■ Included in site rent ☐ Additional fee (specify)

……

Available to: ■ Home owners ☐ Guests / Visitors ☐ Public

☐ Tennis court / Pickleball

Details……

……

Cost: ☐ Included in site rent ☐ Additional fee (specify)

……

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

■ Changing rooms and showers at sports facilities

Details. Clubhouse amenities……

……

■ Kitchens in communal facilities

Details. Clubhouse kitchen……

……

Cost: ■ Included in site rent ☐ Additional fee (specify)

……

Available to: ■ Home owners ☐ Guests / Visitors ☐ Public

☐ Other facilities and amenities (specify below, including availability and cost)

……

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……

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……

……

13 Parking

Please provide details of parking available to home owners and their guests.

Do home owners have personal parking space/s on their site?

☒ Yes ☐ No ☐ Varies by site

Are there any restrictions on home owners parking on or adjacent to their site (e.g. on their driveway)? If so, please provide details:

Home owners must park vehicles within garage or car ports

Is there additional parking available for home owner use in the park?

☐ Yes ☒ No

If yes, specify number of spaces and any conditions

……..

Is there additional parking available for visitor use?

☒ Yes ☐ No

If yes, specify number of spaces 15 Clubhouse; 8 Internal; 8 External

Is there parking available for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

☐ Yes ☒ No

If yes, specify number of spaces and any conditions

N/A

……

Are there any fees in addition to site rent applicable to the use of parking spaces for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

☒ Yes ☐ No

If yes, provide details

Storage is subject to availability and wait list at the park owners discretion. $30/m (Fees may vary based on size of vehicle and may change form time to time). Availability is not guaranteed.

14 Security and safety Note: Park Owners are required to maintain and implement an emergency plan for the residential park. Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details.	Does the residential park have any of the following security and safety features? ☒ Security cameras ☒ Key fob/pin code operated Security gates ☐ Emergency phones ☒ Defibrillator(s) Provide details of any other notable security or safety features of the park? …… …… …… ……
15 Accessibility features Please provide details of features in the park to assist home owners with mobility or other issues. Details are provided for comparative information only. Home owners with specific accessibility requirements should contact the park owner to ensure the park can meet their needs.	Does the residential park have any of the following accessibility features in the common areas of the residential park? ☐ Ramps ☐ Lifts ☒ Wheelchair-accessible toilets ☐ Extra-wide doors ☐ Wheelchair-accessibility to Letterboxes ☐ Wheelchair-accessibility to Residential Park Office What parts of the park have these features? Clubhouse……

Part 4 – Miscellaneous

16 Other dwellings	Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)? ☐ Yes ■ No If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements) …… …… …… ……
17 Development Indications of future plans may be subject to change. For more information contact the park owner.	Has development of the park been completed? ■ Yes ☐ No If no, provide details of how many sites, including manufactured home sites and other dwellings will be available when planned development is completed and the anticipated date for completion? …… …… …… …… …… If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available …… …… …… …… ……
18 Home owners committee	Does the park have a home owners' committee? ■ Yes ☐ No
19 Letting the home	Do site agreements in the residential park permit home owners to let their home to another person? ☐ Yes ■ No If yes, detail any restriction on letting: …… …… …… ……

20 Temporary stays	Do site agreements in the residential park include any limitations or requirements on people temporarily staying in the residential park? (For example, house sitters, pet sitters or family members temporarily staying at the home)? ☐ Yes ■ No If yes, detail any limitations or requirements? The park owner may consider temporary stays on application in writing by the home owner and must be two months in advance of the proposed stay. Temporary stays are conditional and may be approved at the park owner's discretion. If a temporary stay is approved, no persons under temporary stays are permitted to use common facilities without being accompanied by the home owner who originally made the application.
21 Insurance Please provide details about any insurance taken out over the park land and/or facilities	Are the communal facilities and land in the residential park insured? Yes ■ No ☐ What is covered by the insurance? ☐ Flood ■ Storm ■ Fire ■ Public liability Note: home owners will generally be responsible for insuring their own property in the park. Are home owners required to insure their manufactured home? Yes ☐ No ■ If yes, provide details: Although the requirement of insuring the manufactured home is not mandatory, it is recommended.

Part 5 – Park Rules	
22 Pets	Are there any restrictions on pets in the park? ☒ Yes ☐ No If yes, provide details: Home owners are restricted by local authority guidelines on the keeping of pets within the site. This includes the amount and size of the pet.
23 Park rules	Please provide a list of the park rules (may be provided as an attachment) See Attached

Part 6 – Park details and operations

24 Park owner details	☐ **Individual owner/s** Title……..Full name …….. Title……..Full name …….. Title……..Full name …….. ☐ **Corporate owner** Full company / corporation name Nestle Inn Brisbane Operations Pty Ltd Australian Company Number (ACN) 140 262 522 Australian Business Number (ABN) 86 140 262 522 Business address Suite 3, Level 9 28 Margaret St Suburb Sydney State NSW Post code 2000 Phone number 02 9276 6000 Email address info@hometownaustralia.com.au
25 Park contact Please provide contact details for the residential park for information and enquiries if different from above.	Contact name: Community Manager - Melinda Harper Park phone 07 2104 7316 Park email Bayside@hometownaustralia.com.au

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at **www.hpw.qld.gov.au**

Regulatory Services (Department of Housing and Public Works)
Regulatory Services administers *the Manufactured Homes (Residential Parks) Act 2003*. This includes investigating breaches of the Act.

Department of Housing and Public Works
GPO Box 690, Brisbane, QLD 4001
Phone: 07 3013 2666
Email: regulatoryservices@housing.qld.gov.au
Website: www.housing.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)
Specialist service providing free information and legal assistance to home owners and prospective home owners in residential parks in Queensland.
Caxton Legal Centre Inc
Level 23, 179 Turbot Street
Brisbane Qld 4000
Phone: 07 3214 6333
Email: qrvpas@caxton.org.au
Website: www.caxton.org.au

The Queensland Manufactured Home Owners Association Inc (QMHOA)
Is a peak body representing owners of manufactured homes in Queensland.
They provide information and assistance to home owners and prospective home owners in relation to their rights and responsibilities under the *Manufactured Homes (Residential Parks) Act 2003.*
Phone: 07 3040 2344
Website: www.qmhoa.org.au

Seniors Legal and Support Service
Provides free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.
Caxton Legal Centre Inc
Level 23, 179 Turbot Street
Brisbane Qld 4000
Phone: 07 3214 6333
Email: slass@caxton.org.au
Website: www.caxton.org.au/sails_slass

Queensland Civil and Administrative Tribunal (QCAT)
This independent decision-making body helps resolve disputes and reviews administrative decisions by government.

GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Queensland Law Society
Find a solicitor
Law Society House

179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: info@qls.com.au
Website: www.qls.com.au

Department of Justice and Attorney-General
Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

BAYSIDE – TINGALPA

PARK RULES

1 Communal areas – general

1.1 Rubbish, waste, food scraps, clothes, bottles, cans or refuse of any kind must not be left in any area of the Village other than in the designated rubbish bins.

1.2 Homeowners must not dig holes or damage any vegetation or plants or trees in any of area of the Park.

1.3 Communal recreation areas may only be utilised between 7 am and 9 pm.

1.4 Homeowners are responsible for supervising their children and their behaviour, safety and conduct within the Park at all times.

1.5 Children under 10 years of age must be accompanied by an adult when in the communal and recreation areas.

1.6 Homeowners must not hang washing over the veranda rails of their Home. All washing must be dried on clothes lines and must not be visible to passers-by outside the Site or from the exterior of the Park.

2 Noise

2.1 Homeowners must keep noise to a minimum, especially between the hours of 9.00pm to 5:00 am and strictly obey all laws relating to noise.

2.2 Offensive, excessive, or undue noise of any kind (including but not limited to) loud music, screaming, yelling, offensive language, loud parties, excessively loud cars and car stereos, excessively loud motor vehicles or power tools, excessively loud televisions, live drums and music from a live amplified band or amplified DJ are not permitted in the Park at any time unless for events approved by the Park Owner.

3 Sporting and other recreational activities

3.1 If Homeowners or their visitors do ride any bicycles, scooters or other recreational device thing in the Park then they must ensure that they do so in a manner that does not endanger or is not likely to endanger any other person.
Homeowners must comply with:
(a) relevant laws and these rules at all times, including wearing a helmet. and
(b) in particular, the 10 kilometre per hour speed limit in the Park.

3.2 All sporting activities must be confined to the communal areas designated on the Annexure to these rules as “Sporting Areas” (if any) on the Annexure to these rules.

3.3 Homeowners must not participate in violent or dangerous recreational and sporting activities in the designated Sporting areas (including, but not limited to; boxing, wrestling, archery, martial arts, rugby league and rugby union).

3.4 Cricket balls, baseballs, golf balls, bowling balls, weapons and dangerous objects of any kind are not permitted to be used in the designated communal, sporting and recreational areas for safety reasons.

3.5 Recreational and communal sporting areas may only be used between 7 am and 9 pm.

4 Car parking and motor vehicles

4.1 The speed limit for all motor vehicles in the Park is 10 km p/h.

4.2 Homeowners are limited to parking one motor vehicle per Home on each Site, unless the Home has an approved double garage or carport, in which case a second vehicle may be parked:
(a) with a minimum clearance of 1 metre from where the driveway joins the road; and
(b) on the hard surface driveways of their Site.

4.3 Motor vehicles must be parked entirely on the Site of the Homeowner who owns them.

4.4 Homeowners may park one additional motor vehicle on their Site if:
(a) the written consent of the Park Owner is obtained; and
(b) all vehicles parked on the site are registered and can be legally driven on public roads.

4.5 Invitees of Homeowners must only park: -
(a) on the Site of the associated Homeowner; or
(b) in legally designated parking areas; or
(c) in designated visitor parking areas.

4.6 Heavy vehicles are not permitted in the Park without the permission of the Park Owner.

4.7 The roads of the Park are not to be used as a training ground for learner drivers. Drivers with L plates must only use roads in the Park to enter and exit directly to and from the Park.

4.8 Any motor vehicles may be towed away by the Park Owner:
(a) if the vehicle is parked in breach of the Rules.
(b) if the vehicle causes or is likely to cause an obstruction to communal areas, to the Park Owner, Homeowners or Other Parties;
(c) the vehicle causes or is likely to cause an obstruction to emergency services; or
(d) the vehicle is unregistered.
Homeowners will be liable for any costs associated with towing any car.

4.9 Homeowners must not keep boats, caravans, trailers, vans or campervans in the Park without the prior written consent of the Park Owner.

4.10 Motor vehicles may only be washed on a Homeowner's Site or in any designated wash bay area. Vehicles, caravans, boats, and the like must not be washed on common roads or visitors parking areas.

4.11 Mechanical repairs or maintenance of vehicles must not be carried out on the Site or Park.

5 Disposal of refuse and hazardous substances

5.1 Homeowners must:
(a) put out their garbage and recycling bins for collection in the designated areas on the days prescribed by the local area authority.
(b) collect bins immediately after they have been emptied or as soon as is practicable.

5.2 If multiple bin types are used, rubbish must be put in the appropriate bin and left on the site by the edge of the road on the designated collection day.

5.3 Homeowners must:
(a) ensure that all general refuse (other than recycling or green waste) is wrapped and tied in a plastic bag or garbage bag.
(b) not overfill bins so that they can no longer close.
(c) dispose of all cleaning water, used cleaning agents, detergents and other liquid waste through such of the drains, pipes, or utilities or other receptacles as the Park Owner may require;
(d) make alternative arrangements (at the Homeowner's cost) to dispose of any and all refuse that does not fit in the rubbish bins provided.
(e) not bring any Hazardous Substance on to the Park or dispose of any Hazardous Substance within the Park.

6 Pets

6.1 If pets are allowed under the Site Agreement, then the following conditions apply: -
(a) Other than if being walked, they must be kept inside Homes or inside secure and fenced boundaries of the owner's Site at all times.
(b) If being walked, they must be leashed or contained when they are in the Park and outside of the Home.
(c) They must be Registered with Local authorities and vaccinated against all normal diseases particular to the pet, including, but not limited to distemper, hepatitis, parvovirus and rabies by a qualified vet and a certificate to that effect must be provided to the Park Owner.
(d) Homeowner pet owners must remove all of the litter deposited by their pet within:
    (i) their Site or Home.
    (ii) the Park; and
    (iii) 100 metres of the Park.
(e) Any pet litter must be tied in plastic and disposed of in the appropriate way and placed in the appropriate rubbish bin.

6.2 Consent for a pet may be withdrawn by the Park Owner for any reasonable reason, including where a pet:
(a) becomes a danger to or attacks anyone or anything.
(b) becomes fierce, ferocious, disruptive, aggressive, destructive, violent or savage in its behaviour.
(c) becomes a nuisance to other Homeowners in the park due to its behaviour; and
(d) becomes a nuisance because its owner does not clean up its litter in or near the Park.