Principal Policy Officer
Residential Parks Act Review
Fair Trading Policy PO Box 972
PARRAMATTA NSW 2124

7 June 2013

Submission by the Illawarra & South Coast Tenants Advice & Advocacy Service on the Residential (Land Lease) Communities Bill 2013

Dear Sir or Madam,

The Illawarra & South Coast Tenants Advice & Advocacy Service ("ISCTAAS") welcomes the opportunity to comment on the *Residential (Land Lease) Communities Bill* 2013 ('the Bill').

ISCTAAS services the Wollongong, Shellharbour, Kiama, Wingecarribee, Shoalhaven, Eurobodalla, and Bega Valley areas, and provides free information, advice & advocacy to private and public tenants and people whose principal place of residence is in a residential park. As at June 2013, our service covers an area that includes 82 residential parks.

We welcome a number of reforms contained in the Bill which will benefit homeowners, though are concerned with a number of additional rights conferred on park operators which operate to the detriment of homeowners. We have read and endorse many of the submissions provided by the Parks & Village Service ('PAVS'), however we wish to make our own submissions in relation to a number of sections of the Bill, as follows.

General comment on terminology
The Residential (Land Lease) Communities Bill 2013 introduces new terminology to describe the two parties to a site agreement ('park operator' and 'home owner'). ISCTAAS strongly supports these changes, particularly the latter which recognises that people who have purchased residential premises within a park are as much a 'home owner' as their counterparts in the broader community. The reference to 'park operators' has the effect of reminding park operators that they operate a community comprised of people's homes and livelihoods, and should consider this in the course of their business operations.

However, ISCTAAS is concerned that such changes to terminology may result in some confusion surrounding those people who live in residential communities who are not homeowners. Such people include residents who rent the dwelling from the owner, who may or may not be the park operator.

It is vital that the NSW Government recognise the rights of those residents who do not satisfy the definition of 'home owner' as contained in section 1.4(1) of the Bill. There are a number of sections throughout the Bill, which confer a right or obligation specifically on a homeowner, inadvertently ignoring a resident who does not own their own home. In our submission we have

attempted to identify those instances where the term ‘home owner’ ought to be replaced with ‘resident’, however it is acknowledged that we may have overlooked some sections where such a replacement would be appropriate.

1.3 Objects of Act

The current legislation *Residential Parks Act 1998* includes the object of providing legislative protection for residents (section 4A(b)). The *Residential (Land Lease) Communities Bill 2013* does not contain this protection. Instead, it refers to setting out rights and obligations, enabling informed choices, dispute resolution and protection from unfair business practices. Whilst these are worthy goals for the legislation, we submit that this is not as strong as the previous statement of legislative protection. ISCTAAS often assists residents whose residential park dispute is compounded by an inherent power imbalance between themselves and the park operator. It is submitted that park residents are in need of greater legislative protection than merely against unfair business practices. ISCTAAS recommends the insertion of the object “to establish legislative protection for residents” from the *Residential Parks Act 1998* into the *Residential (Land Lease) Communities Bill 2013*.

1.4 Definitions

ISCTAAS welcomes the inclusion of the definition of “close associate”, noting that park management is very often a family run business and as such the conduct of employees or family members should be also be regulated.

ISCTAAS recommends that the definition of “Site Agreement” be rewritten, finding it convolute and unclear.

2.3 Application of Act to homes

Subsection 3(a) excludes the application of the Act where a homeowner has sublet their home under a Residential Tenancy Agreement. Whilst ISCTAAS appreciates that this is likely to be the exception rather than the norm, the resulting lack of protection would be especially deleterious for the homeowner. ISCTAAS recommends subsection 3(a) be deleted.

2.8 Exemptions from operation of Act

Whilst ISCTAAS appreciates the need to exempt certain communities (in addition to those listed in section 2.5), this mechanism is worded broadly, and ISCTAAS is concerned that the Act could be undermined by regulations that too easily exclude the operation of the Act.

2.9 Contracting out prohibited

ISCTAAS supports this section and the accompanying increase in penalty from 20 units under the *Residential Parks Act 1998* to 100 penalty units.

Part 3 – Registration of communities

ISCTAAS supports the proposed Register of Communities, in particular the public access provisions. In addition to the particulars listed in section 3.6(1), ISCTAAS suggests that information about a residents committee can be made available to residents upon application.

4.1 Disclosure statement for prospective homeowners

ISCTAAS supports the insertion of a provision that places an obligation on the park owner to supply the owner, within 7 days, a copy of the disclosure statement upon receipt of a notice of intention to sell. This would allow the homeowner to provide this to the prospective buyer and minimise the potential for a park owner to interfere with the homeowners right to sell their home.

This would also negate the requirement of a homeowner to refer a prospective purchaser to a park operator under section 10.6.

4.3 Time to read information and seek advice

ISCTAAS agrees with PAVS submission.

5.2 Home owner's responsibilities

ISCTAAS agrees with PAVS submission.

5.3 Operator's responsibilities

ISCTAAS submits that the Bill ought to retain the provision contained in the *Residential Parks Act 1998* that the operator of a park must provide the site in a reasonable condition and fit for habitation.

5.4 Right to quiet enjoyment

ISCTAAS submits that the term 'home owner' be replaced with 'resident'.

5.5 Access to residential site by operator

ISCTAAS submits that the term 'home owner' in subsection 1(a) and section 4 be replaced with 'resident'.

Furthermore, the wording "while a site agreement is in force" appears to be redundant.

ISCTAAS also submits that "when entering into the site agreement" should be removed from subsection 1(e), as this may unnecessarily lock parties into an arrangement far beyond their need. For example, an arrangement made at the commencement of a site agreement where an operator has agreed to maintain the site on a weekly basis for a fee may no longer be required if the homeowner elects to undertake the maintenance themselves.

Similarly, residents in residential communities ought to be afforded the same rights as those in the broader community to choose the service of their choice. That is to say, a resident should be given the option to contract an external grounds maintenance service to conduct such work at any point of their occupancy. Such a right is provided under section 5.6 of the Bill. 5.5(1)(e) would appear to contradict that right.

5.6 Access to community by tradespersons and service providers

ISCTAAS submits that the term 'home owner' in subsections 1, 2 and 4 ought to be replaced with 'resident'.

5.7 Access to community by emergency and home care services vehicles

ISCTAAS welcomes the inclusion of this provision but submits that the term 'home owner' in subsection 1(b) and section 2 should be replaced with 'resident'.

5.9 Dilapidation

In its current form, the Bill removes the obligation from a park operator to provide the site in a reasonable condition and fit for habitation. However, section 5.9 gives an operator the right to issue a notice to a homeowner to carry out rectification work if they reasonably believe the site is dilapidated. This could result in a homeowner purchasing a site that the operator has allowed to be unfit for habitation, only to move in and be given a 60 day notice to rectify.

5.10 Additional occupants

ISCTAAS unequivocally supports this section in that it confers a right on a resident to allow additional persons to occupy the residential site. ISCTAAS has assisted a number of residents who, for varying reasons, have sought to have a family member listed as an additional occupant throughout their residency. On each occasions the park operator has declined such a request on spurious grounds. As such, ISCTAAS welcomes the proposed changes.

ISCTAAS is aware that the industry has raised some concern that an unfettered number of occupants may cause overcrowding and have a negative impact on the community. ISCTAAS would not oppose a limit on the number of additional occupants to prevent overcrowding, and suggests that, where a dwelling is fully self-contained, two occupants per room would be appropriate.

5.11 Sub-letting residential site or assignments of site agreement

ISCTAAS submits that section 5.11 should be amended to prevent a park operator from unreasonably withholding consent to sub-let the residential site

or the home located on it. We propose the insertion of words to the effect of "An operator cannot unreasonably withhold consent to sub-let, assign or partially assign the agreement to another person."

A definition of what would be a reasonable ground to refuse consent could be similar to that contained in section 75 of the *Residential Tenancies Act 2010*.

Subsection 2 states that a purported sub-lease or assignment is void if written consent is not provided to the homeowner. Notwithstanding the operators' right to consent to who resides in the community, in the event that a homeowner fails to seek written consent from an operator prior to sub-letting the dwelling, a sub-tenant or assignee would be left in a vulnerable position and without any legal protection.

Voiding this sub-lease would have the effect that a sub-tenant or assignee would not be protected by either the new Act or the *Residential Tenancies Act 2010*, and subsequently would be at high risk of homelessness.

ISCTAAS submits that the failure of a homeowner to seek written consent to sublet or assign may still be considered a breach without voiding the sub-lease or assignment. Rather, the operator may be given the option of applying to the relevant Tribunal seeking orders that the homeowner remedy the breach. This would afford the sub-tenant or assignee an opportunity to locate alternative accommodation and vacate accordingly.

Furthermore, it is noted that that this section does not refer to partial assignment. To avoid confusion, ISCTAAS submits that the words 'or partially assign' be added to subsection 1(b).

5.15 Services, facilities and improvements

ISCTAAS holds great concern over the concept and the drafting of this section. This section has the potential to cause great disunity within a residential park, and there appears to be limited justification for the concept.

Under this section, homeowners may, by a special resolution, request the operator provide a new facility for which the residents are prepared to pay. It is understood that at least 75% of the homeowners who participate in the vote must be in favour of the proposal.

The section goes on to say that a special levy may be recovered as a debt from all homeowners, presumably against those who did not participate in the vote and those who voted against the proposal. Section 5.15(4) does not provide how the debt will be enforced.

The section then states that once all monies have been received the operator must use the funds for the special purpose, and refund any monies unused. The section does not provide a homeowner with a remedy should the operator fail to comply with their obligation under section 5.15(5). It also fails to indicate

if any unused monies should be returned to the original payer if they vacate the community prior to the special purpose being completed.

Furthermore, there is no provision within the section for increased costs, for example if the cost of providing a new service or facility increases between the time of the special resolution and the actual provision or installation of that service or facility.

ISCTAAS would support the inclusion of an exemption for the payment of the special levy on the grounds of hardship. Such an exemption would protect residents unable to pay the special levy, which they may not have supported, and ensure that residents who are unable to pay the levy are not required to sell their premises or face termination.

Further, for an investment such as a residential park to be financially profitable, an operator must make improvements. Land value may naturally increase over time, but it is the quality of the services and facilities on that land that can have a real impact on the value. The proposed section places a financial burden on homeowners, whilst the operator reaps the financial benefit.

ISCTAAS opposes this section outright.

5.18 Rules of conduct

ISCTAAS welcomes this new provision.

5.20 Retaliatory conduct by operators

ISCTAAS recommends that ‘home owner’ should be replaced with ‘resident’.

Part 5, Division 2 – Conduct and education of operators

ISCTAAS welcomes the proposal to introduce rules of conduct and mandatory education for new operators.

As an advocacy service ISCTAAS often comes into contact with operators who are unfamiliar with their obligations under law. This makes it difficult to negotiate outcomes, and is frustrating for residents whose rights are denied or impinged on by park owners unfamiliar with their legal obligations.

Again, ISCTAAS would suggest replacing the words ‘homeowner’ with ‘resident’ throughout division 2, so as to ensure that residents who are not homeowners are also protected from retaliatory conduct by operators.

6.7 How and where site fees to be paid

ISCTAAS submits that this section should require park operators to provide residents with at least one free method of paying site fees.

ISCTAAS submits the insertion of a term to the effect of "a park operator must permit a resident to pay the rent by at least one means for which the resident does not incur a cost (other than bank fees or other account fees usually payable for the resident's transactions) and that is reasonably available to the resident."

This would bring the Act into line with the *Residential Tenancies Act 2010*.

Part 6, Division 4 – Compulsory mediation about increases of site fees by notice

ISCTAAS welcomes the proposal to introduce compulsory mediation in matters involving site fee increase.

ISCTAAS supports PAVS submission in relation to the 25% of homeowners threshold, and calls for a lower threshold to ensure that the right of homeowners to object to excessive rent increases is not overly restricted.

However, it is noted that a homeowner may opt out of mediation and agree to pay the site fee increase. It is unclear if the mediation process will continue if the percentage of homeowners drops below the required percentage.

6.12 Increase of site fees by fixed method

ISCTAAS agrees with PAVS submission.

6.13 Increase of site fees by notice

ISCTAAS welcomes the inclusion of section 6.13 which limits the number of site fee increases a park operator can issue to one every 12 months, when previously there were no limitations to the number of site fee increases that could be issued annually.

6.21 Matters to be considered about excessive increases

ISCTAAS opposes the inclusion of the words "projected increase in the outgoings" in section 6.21(b).

While ISCTAAS does not object to the Tribunal having regard to any actual increase in outgoings in matters involving excessive rent increases, we submit that allowing consideration of projected increases would overcomplicate matters in that future outgoings are difficult to quantify by both the park owner and the Tribunal.

ISCTAAS opposes the inclusion of section 6.21(c), noting that the operator has an obligation to maintain the community. ISCTAAS calls for the removal of section 6.21(c)(ii) on the basis that operators should account for any expenditure on repairs or improvements in the following site fee increase and noting that the Bill does not provide a remedy for residents to recoup additional rent fees if planned repairs or improvements do not proceed.

ISCTAAS submits that the value of the community as determined by the Valuer-General under section 6.21(f) is irrelevant to site fee increases. ISCTAAS takes the position that the value of a community is not based solely on the value of the land, but also on the dwellings situated upon it. Section 5.8(7) supports this, implying that a dwelling does not become part of the land.

As such, the value of the community, which has been contributed to by the homes owned by residents and improvements residents make to their homes, ought not be a relevant factor when determining excessive site fees applications. Additionally, it is our understanding that the Valuer-General values land and not dwellings. Because of this, the appropriateness of a Valuer-General determining the value of a "community" is questionable.

Part 7 – Utility and other charges

It is noted that under the Bill, the definition of utility includes sewerage. This is a change from the current Act. ISCTAAS opposes this change in definition.

Section 7.5(4) provides that the Tribunal may determine an application regarding unpaid utility charges without the need for a hearing. ISCTAAS strongly opposes this section as it runs contrary to principles of procedural fairness which allow a person who is affected by a decision made by the legal system to present their views and evidence to the decision maker before the decision is made.

ISCTAAS submits that in circumstances where an operator has applied to the Tribunal for an order requiring a homeowner to pay any unpaid fee for utilities, the Tribunal ought to seek written submissions from both parties. Where written submissions are not appropriate, for example where either party has limited literacy skills or a disability, then a matter should be heard in the usual manner.

Part 8 – Community rules

ISCTAAS submits that the words 'homeowner' be replaced with 'resident' throughout this section. This would ensure that both homeowners and residents who do not own their own homes are bound by park rules.

ISCTAAS submits that the word "written" be inserted at the start of section 8.5(3).

Whilst it is noted that section 8.7(1) requires residents and the owner and operator of a community to comply with park rules, section 8.8 does not provide a resident with a remedy should the owner or operator fail to do so. ISCTAAS submits that residents should be afforded the opportunity to pursue breaches of the park rules by owners or operators in the Tribunal.

ISCTAAS opposes the inclusion of section 8.8(4)(b). Giving the Tribunal the power to make it a term of a site agreement that the homeowner's right to sell a home located on the residential site is suspended until the breach is remedied is an overly punitive approach to a breach. The breach can be better remedied by orders under subsection (a), and where a resident fails to comply with such orders, the Tribunal may consider termination under subsection (c).

Section 8.8(4)(c) gives the Tribunal the power to terminate a site agreement or tenancy agreement if a resident breaches the park rules. Given the seriousness of the remedy, ISCTAAS submits that the Bill include the requirement for an operator to issue a Notice of Termination to the resident prior to any application being lodged in the Tribunal.

10.3 "For sale" signage

The reference to "adjoining land" should be removed from section 10.3(2) as the park owner cannot dictate what happens on land outside of the park. Additionally, prohibiting a home owner from displaying a "for sale" sign on adjoining land is contrary to section 10.4 which prohibits the operator of a community from permitting or interfering with a home owner's right to sell a home.

10.4 Interference with right to sell home

ISCTAAS submits that interference should be more explicitly defined and include at section 10.4(2) at least an additional ground that reads "Interference with a home owner's right to sell a home includes the making of false and misleading statements regarding the community".

This would work to prevent park owners from making false and misleading statements aimed at interfering with the right of a home owner to sell their home, for example by making false statements that the park is being redeveloped or that the residential site is to be used for a different purpose.

With respect to section 10.4(3), ISCTAAS submits that "reasonable grounds" is not clearly defined. To reduce this ambiguity, this section could explicitly identify reasonable grounds that a park owner could rely on when declining to enter into a site agreement.

10.5 Condition of home for sale

ISCTAAS agrees with PAVS submission.

10.6 Referral of prospective purchaser to operator

ISCTAAS is concerned that this section creates the potential for the park operator to interfere with the sale of the home. To remedy this, an obligation should be placed on the park operator to supply the owner, within 7 days, a copy of the disclosure statement referred to in 4.1 upon receipt of a notice of

intention to sell. This would negate the requirement for a homeowner to advise a genuine prospective purchaser to contact the park owner and minimise the potential for a park owner to interfere with the homeowners right to sell their home.

Additionally, while section 10.6(1) notes that it "helps the operator to comply with the disclosure obligations under Part 4" this section places a positive obligation on the homeowner as opposed to the park operator.

10.7 Obligation of operator to enter new site agreement

ISCTAAS expresses their objection to the removal of the right of homeowners to assign whole or part of the resident's rights and obligations under the agreement. ISCTAAS would support the reintroduction of the right to assign a site agreement.

ISCTAAS is concerned that operators may draw up 'model' sale contracts incorporating the term specified in section 10.7(3)(a) and use this as a method to interfere with the sale. This is particularly an issue where park owners are appointed as selling agents.

ISCTAAS would also support the removal of section 10.7(5)(b) to create more certainty for the resident purchasing the home in terms of the site fees payable.

10.8 Payment of part of sale price to operator

ISCTAAS is concerned that under section 10.8(1)(a) all park operators will include in the site agreement a term requiring the home owner to pay the operator of the community the maximum specified share of 50% of the capital gain in respect of the home. ISCTAAS believes that this section constitutes unjust enrichment, whereby the park owner would reap significant financial benefit as a result of a home owner making improvements to their dwelling that result in a subsequent increase in the value of the property.

Residents of parks are often from a lower socio-economic background, and requiring them to forfeit a large portion of capital gain to the park operator acts as a disincentive to making improvements to their property.

Considering homeowners outside of parks are exempt from paying capital gains tax for property that is a "main residence", it is questionable that up to 50% of a capital gain made by a home owner must be paid to a private park operator. Additionally, current state wide housing shortages mean that people should be encouraged into alternative housing. Allowing park operators to include such a term in a site agreement does not encourage people to consider alternative housing in the form of a residential community.

ISCTAAS submits that section 10.8(1) should be removed entirely for the above reasons.

10.9 Appointing a selling agent

ISCTAAS is concerned that homeowners will not be offered the same protections as a person selling property outside of a park if operators are not required to hold the licences specified in section 10.9(4)(a)(b). Park operators would not have the same level of knowledge or be subject to the same code of conduct as licenced selling agents.

While it is not compulsory for sellers to appoint the operator as a selling agent, homeowners wanting to sell property in residential communities are often older, may be in ill health or may need to sell the home urgently and thus confer selling powers on the park operator purely out of necessity.

ISCTAAS submits that park owners wishing to act as the selling agent should be required to undertake training informing them of their obligations under the *Residential (Land Lease) Communities Act* 2013.

10.11 Operator to hold money in trust

ISCTAAS is concerned that this section does not specify a timeframe for depositing money held in trust by the operator on the homeowners behalf, nor for payment to a homeowner of money held in trust by the operator. Considering an operator of a community is not required to possess licences to operate as a selling agent, it is vital that strict timeframes are prescribed.

ISCTAAS submits that section 10.11(a) be amended to read “Within 7 days, deposit the money in a separate ADI account opened in the name of the operator and the home owner and entitled “sale trust account”, and”.

Section 10.11(b) should also be amended to read “within 30 days of the sale being completed, pay the proceeds at the direction of the home owner”.

10.12 Disputes relating to sale

ISCTAAS submits that section 10.12 should be amended to provide that a homeowner may apply to the tribunal for an urgent hearing in relation to the two types of dispute identified in section 10.12(d) and section 10.12(e).

In many cases a homeowner may be selling their home out of necessity, for example ill health, and needs to sell the property quickly. Allowing the homeowner to make an urgent application to the Tribunal where there is a dispute about the two issues identified in section 10.12(d) and (e) would minimise the potential for a sale to fall through whilst awaiting determination by the Tribunal.

11.1 Termination of site agreements

ISCTAAS agrees with PAVS submission.

11.2 Termination notices

ISCTAAS submits that an additional ground needs to be included in section 11.2(2), specifically “the date the notice was given”. This section should also include a provision stating that “the notice must be served in accordance with section 14.1”.

11.4 Defects in termination notices

ISCTAAS is concerned that this section makes it difficult for homeowners to make an informed decision about whether they should vacate their home in accordance with a defective notice of termination. This section is also contrary to section 11.2(2), which provides that a termination notice “must” be in the approved form and section 11.2(3), which provides that “a termination notice that does not comply with this section is of no effect”.

11.6 Termination notice given by operator for breach of agreement

ISCTAAS welcomes section 11.6(2) which extends the number of days a resident can be in arrears prior to an operator being able to service a notice of termination for arrears from 14 days to 30 days.

11.8 Termination notice by operator for closure or change of use

ISCTAAS submits that the term “different purpose” in section 11.8(1)(c) is ambiguous and needs to be more clearly defined, perhaps with reference to what may constitute a “different purpose”.

We would argue that the rezoning of the residential site from a long term to a short-term site should be explicitly excluded from the definition of a “different purpose”, as this would provide park operators with too broad an opportunity to terminate site agreements and undermine security of tenure for park residents.

Under section 11.8(6), ISCTAAS would support an extension in the time provided to a home owner to apply to the Tribunal for an order postponing the date for vacating from 60 days to 90 days as the home owner may not know of the need to postpone the date for vacating the residential site within 60 days after receiving a termination notice. This is likely to arise of a resident is unable to find a premises in another park, or alternative accommodation.

11.12 Application by operator for termination for serious misconduct

As currently defined, the term “neighbouring property” can be widely interpreted. It would allow park owners to apply to the Tribunal for a termination order on the grounds of serious misconduct committed by a home owner in an area entirely unrelated to their residence at the park, for example a nearby shopping centre or recreational facility.

The term “neighbouring property” should be removed from this section, as the existing reference to “community” is sufficient to uphold the rights of park owners to apply to the tribunal for termination on the ground of serious misconduct.

11.20 Relocation of homeowner by operators request

ISCTAAS agrees with PAVS submission.

11.24 Compensation for relocation

This section should contain a provision to the effect that “identification of the likely reasonable costs should be the responsibility of the park operator who is required to source at least three quotes in formulating a figure that would be ‘reasonable’”.

11.25 Compensation in other circumstances

ISCTAAS submits that section 11.25(3)(f) should be removed as the current on-site market value of the house will have decreased significantly considering a site agreement no longer exists for the house.

Alternatively, in fixing the amount of compensation, the Tribunal should consider the on-site market value of the home as it would have been immediately prior to the termination of the site agreement.

11.27 Home or goods abandoned after site agreement is terminated

ISCTAAS supports the inclusion of a clause regarding the disposal of personal documents, similar to that contained in the *Residential Tenancies Act 2010* (NSW) at section 131.

Part 13 – Administration and enforcement

ISCTAAS is broadly supportive of the changes contained in this section. We particularly support section 13.9(1) which allows a complaint to be made by any person, and section 13.9(2), which allows action to be taken under the division whether or not a complaint has been made.

Schedule 1 – Rules of conduct for operators

ISCTAAS supports the introduction of rules of conduct. We hope that it will clarify park operator’s obligations, reduce the number of disputes and improve the professionalism of the industry. However, we make the following minor suggestions.

ISCTAAS submits that an operator must have a knowledge and understanding of Australian Consumer Law, thus reference should be made to laws relating to consumer law in Schedule 1(1)(b).

ISCTAAS would argue for the insertion of a rule that reflects section 61 of the Competition and Consumer Act 2010, which reads:

> Guarantees as to fitness for a particular purpose
>
> *(1) If:*
>
> *(a) a person (the supplier) supplies, in trade or commerce, services to a consumer; and*
>
> *(b) the consumer, expressly or by implication, makes known to the supplier any particular purpose for which the services are being acquired by the consumer;*
>
> *there is a guarantee that the services, and any product resulting from the services, will be reasonably fit for that purpose.*

This would broadly guarantee that any services provided by a park operator to a resident complies with national consumer law, but specifically ensure that where a resident does, for example, make an arrangement in regards to lawn maintenance under section 5.5(1)(e) at the time of entering into the site agreement that the park operator is aware of their obligations to complete work to the above standard.

We thank you again for the opportunity to provide comment on *The Residential (Land Lease) Communities Bill 2013* and trust that our comments and recommendations will assist in ensuring maximum legislative protection for residents of residential parks.

Yours sincerely,
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