

# Notice to resident of rent increase

## *Residential Parks Act 2007*

## For use by park owner

**To:**

|                                   |  |
|-----------------------------------|--|
| <b>Resident's name</b>            |  |
| <b>Address of rented property</b> | Site number, name and street address of residential park |

I hereby give you notice of a rent increase in relation to the above rented property.

Your new rent will be \$ \_\_\_\_\_ and will take effect from: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(This being not less than 60 days' notice)

Payable:              Weekly                      Fortnightly                      Monthly

(This increase being not less than TWELVE months after the day on which the agreement commenced, or, if the rent has been previously been increased, the day on which it was last increased.)

|                        |           |        |
|------------------------|-----------|--------|
| Park owner or operator | Name      |        |
|                        | Address   |        |
|                        | Telephone | Mobile |
|                        | Email     |        |

|                               |     |
|-------------------------------|-----|
| <b>Park owner's signature</b> |     |
| Signature:                    |     |
| Date:                         | / / |

This notice may be:

1. Given personally to the resident
2. Sent by post addressed to the resident.
3. Left in a letter box or other place likely to come to the attention of the resident.

Note: If two or more persons are residents under an agreement, the notice can be given to any one of them.

***Residential Parks Act 2007*****Section 21 – Variation of rent**

- (1) The park owner may increase the rent payable under a residential park agreement by giving written notice to the resident specifying the date as from which the increase takes effect.
- (2) However—
  - (a) the right to increase the rent may be excluded or limited by the terms of the residential park agreement; and
  - (b) if the residential park agreement is for a fixed term, the agreement is taken to exclude an increase in rent during the term unless the agreement specifically allows for an increase in rent; and
  - (c) the date fixed for an increase of rent must be at least 12 months after the date of the agreement or, if there has been a previous increase of rent under this section, the last increase and, subject to subsection (3), at least 60 days after the notice is given.
- (3) If the maximum rent for the rented property has been fixed by a housing improvement notice, and the notice is revoked, the park owner may, by notice given under this section within 60 days after revocation of the housing improvement notice, increase the rent for the rented property from a date falling at least 14 days after the notice is given.
- (4) The rent payable under a residential park agreement may be reduced by mutual agreement between the park owner\* and the resident.
- (5) A reduction of rent may be made on a temporary basis so that the rent reverts to the level that would have been otherwise applicable at the end of a specified period.
- (6) If the rent payable under a residential park agreement is increased or reduced under this section, the terms of the agreement are varied accordingly.
- (7) This section does not affect the operation of a provision of a residential park agreement under which the rent payable under the agreement changes automatically on a basis set out in the agreement.
- (8) For the purposes of this section, a series of residential park agreements between the same parties and relating to the same site is to be treated as a single residential park agreement unless at least 12 months have elapsed since rent for the rented property was fixed or last increased.