

## Caravan parks and manufactured homes

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) applies to tenancy agreements for caravans, caravan sites, houseboats and rented manufactured homes. Manufactured homes which are occupied by their owners are covered by the *Manufactured Homes (Residential Parks) Act 2003*, which is administered by the Department of Housing.

### Tenancy agreements for moveable dwellings

The Act covers short term moveable dwelling tenancies and long term tenancies but does not apply to holiday lettings. A short term tenancy occurs when a tenant stays in a moveable dwelling for 42 days or less and a tenancy statement or agreement has been signed.

Both tenants and owners/managers have rights and obligations under their agreement and the Act. Full details can be found in the information statement [Pocket guide for tenants – caravan parks \(Form 17b\)](#).

### Starting a tenancy

In a short term tenancy, a written tenancy agreement is not necessary. However, there must be a short tenancy statement confirming that both parties have entered into a short tenancy. There is no prescribed form for this statement, and most owner/managers design their own.

A long term tenancy may be for a fixed term (with a stated end date) or periodic (with no end date). The tenant and the property manager must sign a copy of the [Moveable dwelling tenancy agreement \(Form 18b\)](#). The tenant must be given a signed copy of this agreement by the day they move into the property.

For both short term tenancies and long term tenancies, the owner/manager must give the tenant a copy of the information statement [Pocket guide for tenants – caravan parks \(Form 17b\)](#) a copy of the park rules and an [Entry condition report – moveable dwelling/site \(Form 1b\)](#).

### Rental bonds

Any bond paid by the tenant must be lodged with the Residential Tenancies Authority (RTA). The tenant can lodge their bond directly with the RTA, or the property manager can lodge it on their behalf. A bond can be lodged online via [RTA Web Services](#) or by completing the paper [Bond lodgement \(Form 2\)](#). If the owner/manager is lodging the bond, they must do so within 10 days of receiving payment from the tenant.

The maximum rental bond that can be charged is:

- two weeks rent for a short term tenancy
- two weeks rent for a long term tenancy, or
- three weeks rent for a long term tenancy, if power is separately metered and provided in the owner's/manager's name.

### Park rules

Owners/managers can make rules about the use, management, and control of the park. These rules then automatically become part of the tenancy agreement.

However, if a park rule is to be changed, a strict process must be followed. All tenants must be informed of any proposed changes to the park rules and must be given the chance to object to them. Any objections must be properly considered and the parties may apply to the [Queensland Civil and Administrative Tribunal \(QCAT\)](#) if an agreement cannot be reached about the changes. The owner/manager must give each tenant a written copy of any amended park rules.

### Paying the rent

The owner/manager and tenant must agree on how, where and how often the rent will be paid. This must be included in the tenancy agreement. The owner/manager must give receipts and keep rent payment records.

Property managers/owners must offer tenants/residents at least two options to pay rent. One of these options must not exceed reasonable transactional costs (costs in addition to standard bank transaction fees), and it must be reasonably accessible to the tenant/resident.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered. This is because property managers/owners should be aware of costs associated with the offered payment methods, especially if these costs are not reasonably known by the tenant/resident.

Additionally, from 1 May 2025 property managers/owners must disclose any financial benefits they may receive if the tenant/resident uses a specific rent payment method. For example, if a property manager/owner receives an incentive payment from a third-party platform or a share of the fees charged by the platform, it must be disclosed to the tenant/resident upfront. The owner/manager must pay all charges, levies, premiums, rates or taxes payable for the premises. If the premises are separately metered, tenants may have to pay a service charge for using electricity, gas, water or sewerage services. Where these service costs are included in the rent, the rent may be reduced if a service or facility in the park can no longer be used by the tenant due to the owner's/manager's actions.

## Site maintenance

Owners/managers cannot charge site preservation fees in addition to rent, but park rules may include reasonable requirements for maintenance of the site.

Tenants who own their caravan but rent the site are responsible for maintaining their caravan. Both the tenant and owner/manager are responsible for maintaining the site, including preservation and landscaping of the area around the caravan. The tenancy agreement should clearly state the tenant's responsibilities for the site at the end of the tenancy.

## Relocation to another site

Tenants can be asked to relocate within the caravan park in certain circumstances, such as an emergency, to carry out necessary or desirable work, or for health and safety reasons. The new site must be reasonably comparable with the old site. The owner/manager must give a written notice with at least one month to relocate, stating the reasons why the move is necessary and identifying the new site.

However, if the move is for emergency or for health or safety reasons, reasonable notice needs to be given.

## Ending a tenancy

### Short term tenancies

At the end of a short term tenancy, a new agreement must be entered into if the tenant wishes to stay. A short term tenancy can be extended for a second term of up to 42 days, but only once. If the tenancy is extended again, by law it becomes a long term tenancy. Long term tenancies must have a tenancy agreement and have different rules, such as longer notice periods.

### Long term tenancies

If the tenant is on a fixed term agreement, at the end of the tenancy they may:

- move out by giving a [Notice of intention to leave \(Form 13\)](#) with two weeks' notice
- stay on for another fixed term (see the [Continuing a fixed term tenancy fact sheet](#)), or
- stay on under a periodic agreement. This requires no new paperwork and the existing tenancy agreement can continue indefinitely.

Tenants on a long term fixed term or periodic agreement, they may be given notice to leave the park for reasons including:

- the park is to be closed
- the area is to be used for another purpose
- the park has become unfit to live in.

For a full list of reasons to end a long term tenancy for a moveable dwelling, read the [Pocket guide for tenants – caravan parks \(Form 17b\)](#).

The owner/manager must give a tenant a [Notice to leave \(Form 12\)](#). The amount of notice required varies depending on the circumstances. See the [Allowing time when serving notices – moveable dwellings](#) or the information statement [Pocket guide for tenants – caravan parks \(Form 17b\)](#) for more information.

The owner/manager may make an urgent application to QCAT for the immediate termination of a tenancy if:

- the tenant causes a serious disturbance or serious nuisance within the park, or
- the tenant causes damage or injury to the premises or other people.

Tenants can apply to QCAT for a termination order against an owner/manager who has caused serious damage to their possessions or has threatened to cause injury, or has actually caused injury, to the tenant or another person on the premises. Tenants can also apply for a termination order where an owner/manager harasses, intimidates or verbally abuses the tenant or another person on the premises.

## Resolving disputes

If either party believes the terms of their agreement have been breached, they should talk to the other party and try to reach an agreement. If agreement cannot be reached in a short term tenancy, either party can leave with written notice. In a long term tenancy, either party can serve a [Notice to remedy breach \(Form 11\)](#). Alternatively, the matter may be pursued through the RTA's dispute resolution service and QCAT. Customers can lodge a request for dispute resolution via [RTA Web Services](#) or by submitting a paper [Dispute resolution request \(Form 16\)](#).

## Further information

For more information about caravan park tenancies, contact the Residential Tenancies Authority on 1300 366 311.

For more information about manufactured home agreements, contact the Department of Housing on 13 QGOV (13 74 68).

## Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- [rta.qld.gov.au](http://rta.qld.gov.au)
- 1300 366 311 (Mon – Fri: 8:30am – 5:00pm)
- Level 11, Midtown Centre, 150 Mary Street, Brisbane



**Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

### Further information

For more information contact the Residential Tenancies Authority.



[rta.qld.gov.au](http://rta.qld.gov.au)



1300 366 311



[RTA Web Services](#)

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#### Disclaimer:

*This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.*

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