

# 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 ..... [insert date]. Some of the information included may not apply to existing site agreements.

Park owner signature ..... Date .....

### Residential park details

Park name .....

Phone .....

Park address .....

Suburb ..... State ..... Postcode .....

Website..... Number of current manufactured home sites .....

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

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

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.....

## 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

.....

This applies to site agreements entered from 31/01/2026... 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

.....

.....

**General increase day** 31/01/2027..... (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 not 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) .....

Usage Charge/s (individually measured and/or metered)

Included in site rent     Not included in Site Rent

Other (specify) .....

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

.....  
 .....

### 5 Water

Service Charge/s (individually measured and/or metered)

Included in site rent     Not included in Site Rent

Other (specify) .....

Usage Charge/s (individually measured and/or metered)

Included in site rent     Not included in Site Rent

Other (specify) .....

.....



**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:

.....  
.....

**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**

.....  
.....

**Do any other staff work in the residential park?**

Yes  No

If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).

.....  
.....  
.....  
.....  
.....

## 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.....  
.....

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.....  
.....

Cost:  Included in site rent       Additional fee (specify)

.....

Available to:  Home owners    Guests / Visitors    Public

Club House

Details.....  
.....

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: .....

Details.....

.....

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.....

.....

Kitchens in communal facilities

Details.....

.....

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)

.....  
.....  
.....  
.....  
.....  
.....  
.....

**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:

.....

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 .....

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

.....  
.....

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

.....  
.....



## Part 4 – Miscellaneous

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





## 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

.....

Australian Company Number (ACN) .....

Australian Business Number (ABN) .....

Business address

.....

.....

Suburb ..... State ..... Post code .....

Phone number .....

Email address .....

### 25 Park contact

Please provide contact details for the residential park for information and enquiries if different from above.

Contact name.....

Park phone.....

Park email.....

## 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](http://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](mailto:regulatoryservices@housing.qld.gov.au)  
Website: [www.housing.qld.gov.au/housing](http://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](mailto:qrvpas@caxton.org.au)  
Website: [www.caxton.org.au](http://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](http://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: [slas@caxton.org.au](mailto:slas@caxton.org.au)  
Website: [www.caxton.org.au/sails\\_slas](http://www.caxton.org.au/sails_slas)

### **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](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://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](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://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](http://www.justice.qld.gov.au)

## PARK RULES

These Park Rules are made in relation to Liven Coastline and are to be complied with by all Home Owners, Authorised Occupants and Visitors.

These Park Rules are subject always to the requirements of the *Manufactured Homes (Residential Parks) Act 2003* (Qld).

### 1. Definitions

In this document, terms defined in the Site Agreement have the meaning given there and:

- (a) **Authorised Occupant** means any spouse or de facto partner of a Home Owner.
- (b) **Communal Area** means any area in the Park that is not for the exclusive use of:
  - (i) a Home Owner pursuant to their Site Agreement; or
  - (ii) the Park Owner or Park Manager.
- (c) **Communal Facility** means any communal buildings or other communal facilities in the Park.
- (d) **Home Owner** means the owner of a home in the Park.
- (e) **Park** means Liven Coastline.
- (f) **Park Manager** means Liven Communities Pty Ltd.
- (g) **Park Owner** means Liven LLC Land 4 Pty Ltd as trustee for the Liven Land 4 Trust.
- (h) **Resident** means Home Owners and Authorised Occupants.
- (i) **Site** means that area set out in a Site Agreement as being the Site for a Home Owner.
- (j) **Visitor** means any visitor, guest, invitee, agent or contractor of a Resident.

### 2. Rules

- (a) Each Home Owner must ensure that any Authorised Occupant or Visitor of the Home Owner are made aware of, and comply with, these Park Rules.
- (b) The Park Manager may require that a Visitor leaves the Park or may refuse admission to a Visitor if in the Park Manager's opinion the Visitor has not adhered to a reasonable request or demand to comply with these Park Rules or has committed a significant breach of these Park Rules.
- (c) If a Resident witnesses a breach of these Park Rules, it should be reported as soon as possible to the Park Manager.

### 3. Use of Communal Facilities

- (a) Residents and Visitors must comply with any signs or notices in the Communal Areas relating to the use of those Communal Areas, including for their hours of use.
- (b) All Visitors who are under the age of 16 must be accompanied and supervised by a Resident when using Communal Facilities, and must be accompanied and supervised by an adult at all other times.



- (c) Communal Facilities or Communal Areas may be closed by the Park Manager at any time for construction, repair or maintenance purposes, or for safety or hazard reduction purposes. Communal Facilities or Communal Areas may be closed at any time without notice for emergency situations.
- (d) Any Resident may make a written application to the Park Manager to host a private function in a Communal Facility. The Park Manager may decide whether to approve this and if any conditions apply.
- (e) Footwear must be worn in the Communal Facilities, other than in the swimming pool area or the bowling green. Appropriate attire must be worn in any indoor Communal Facilities, and wet clothing is not permitted in any indoor Communal Facilities.
- (f) Consumption of alcohol in the swimming pool area is not permitted, and no glass or other breakable materials may be taken into the swimming pool area. Eating and drinking in the pool and spa is not permitted.
- (g) If a Resident uses the barbeque, kitchen, bar or private dining areas, the Resident must ensure that the area is cleaned, with waste disposed of in the bins provided and the area returned to the state that it was in prior to its use.
- (h) Gym users must clean and wipe down any gym equipment after use.
- (i) Use of the workshop is not permitted unless the user has undertaken the induction process provided by the Park Manager.
- (j) The bowling green may not be used for any purpose other than lawn bowls. Only flat soled footwear or bare feet are permitted on the bowling green. No glass or other breakable materials may be taken onto the bowling green. Eating and drinking on the bowling green is not permitted.
- (k) The community van is for approved community purposes only and not for personal use. All bookings must be made in advance through the Park Manager. Only pre-approved drivers may operate the van. The Park Manager reserves the right to revoke access at any time.
- (l) The community golf cart is for approved community purposes only and not for personal use. All bookings must be made in advance through the Park Manager. Only pre-approved drivers may operate the cart. The Park Manager reserves the right to revoke access at any time.
- (m) Residents must not alter any Communal Areas or Communal Facilities (including undertaking any gardening outside of a Resident's Site);
- (n) The Park Manager will provide Residents with all keys and security access devices necessary to access Communal Areas and Communal Facilities. If a Resident loses their key or security access device, the Resident must notify the Park Manager promptly and will pay the reasonable cost nominated by the Park Manager for its replacement.
- (o) Smoking is not permitted in any Communal Facilities. Residents and Visitors must not smoke within 10 metres from any entrance to a Communal Facility.
- (p) To the extent permitted by law:
  - (i) the use of any Communal Facilities and the Park is at the risk of the applicable Resident or Visitor; and
  - (ii) each Resident or Visitor release the Park Manager, the Park Owner and their related parties from any claims arising from or in connection with the use of the Communal Facilities or the Park, except to the extent that any claim arises from our negligence, breach of contract or wrongful act of the Park Manager, the Park Owner or their related parties.

#### 4. Sporting and Other Recreational Activities

- (a) Residents and Visitors must not play any ball games on any road or on another Home Owner's Site.
- (b) Residents and Visitors must not play on bicycles, scooters, rollerblades, roller skates, skateboards or other similar equipment on any road or on another Home Owner's Site. However, Residents and Visitors may ride a bicycle or scooter in the Park if travelling directly to or from a Site and provided they comply with all speed limits, road rules and signs in the Park.



## 5. Noise

- (a) Residents must respect the quiet enjoyment of others and must not make any noise that would unreasonably interfere with the enjoyment by other Residents of their Site or the Communal Areas.
- (b) Residents may only use motorised lawnmowers, blowers, whipper snippers, hedgers and the like between the hours 9am to 5pm.
- (c) Noise must be kept to a minimum if Residents are conducting any early morning or late evening or nighttime outdoor activities.
- (d) Excessive noise is not permitted after 8pm unless specifically pre-approved by the Park Manager. Residents must request approval from the Park Manager at least two (2) weeks' prior to the event so that, if approved, the Park Manager can provide at least two (2) weeks' prior notice to all Residents.

## 6. Motor Vehicles

- (a) All roadways in the Park are a "shared zone" for motor vehicles, pedestrians, cyclists and other vehicles. Residents must:
  - (i) comply with all driving laws, including in relation to licensing and registration;
  - (ii) have third party liability insurance in place for their motor vehicle or mobility device;
  - (iii) comply with all speed limits, road rules and signs in the Park; and
  - (iv) only park in:
    - (A) the garage or carport (if any) on their Site (if any); or
    - (B) any separate car space with the prior approval of the Park Manager.
- (b) Except as otherwise provided in these rules, vehicles must not be parked on roadways, verges, grassed areas or on another Home Owner's Site.
- (c) Visitors may park in the designated visitor parking areas in the Park for no longer than 24 consecutive hours. If staying for longer than 24 hours, visitors must park either in the driveway of the Resident whom they are visiting or where directed by the Park Owner. Residents must not park in the designated visitor parking areas in the Park.
- (d) The Park Manager may arrange for a vehicle to be towed away (at the relevant Home Owner's expense) where that vehicle is parked in breach of these Park Rules or where the vehicle is deemed by the Park Manager to cause an obstruction to emergency vehicles.
- (e) Heavy motor vehicles are not permitted in the Park without the permission of the Park Manager.
- (f) A Resident's vehicle may only be washed within their Site or in any designated wash bay in the Park.
- (g) Other than professional mobile mechanics, mechanical repairs or maintenance of vehicles may not be carried out in the Park, other than in internal garage areas of the Home.
- (h) An application may be made to the Park Manager to park a caravan, boat or other vehicle within the designated area of the Park for such vehicles. A charge determined by the Park Manager may be levied on caravan, boat or other vehicle parking within the Park. These spaces are subject to availability.

## 7. Disposal of Rubbish

- (a) Residents must put out their garbage and recycling bins for collection on the grassed area beside the internal village roadway on the days prescribed by Bundaberg Regional Council and bring them in within a reasonable period after being emptied. Bins are to be stored in the designated areas within the Site.
- (b) Bins are not to be over-filled such as to prevent/restrict lid closure.
- (c) Residents may request that the Park Manager attend to bins when Residents are absent, or to dispose of rubbish that does not fit in the bins provided, for a fee.



## 8. Pets

- (a) Residents may, without consent, keep at their Site:
  - (i) a certified guide, hearing or assistance dog where proof of certification is provided to the Park Manager before the pet enters the site; and
  - (ii) fish kept in an aquarium.
- (b) A Resident may, with the prior written consent of the Park Manager, keep dogs, cats or birds or other animals as a pet or pets.
- (c) As a general rule, the Park Manager will not consent to:
  - (i) any pet where the keeping of that pet at the Site would contravene the rules of any applicable authority;
  - (ii) more than two pets being kept per home, excluding any pet that does not require consent under paragraph 8(a) above; and
  - (iii) a dog or cat unless it has been de-sexed (except where there are extenuating circumstances), microchipped and vaccinated;
  - (iv) if an animal is required by law to be licensed or registered, an unlicensed or unregistered animal; or
  - (v) any dog that is a "Regulated Dog" or a "Restricted Dog" under the *Animal Management (Cats and Dogs) Act 2008* (Qld).
- (d) Residents are responsible for supervising their pets at all times in the Park precinct to ensure their proper safety and behaviour. Residents must ensure that:
  - (i) the pet is not a nuisance to other Residents, including due to noise from that pet;
  - (ii) the pet is not aggressive towards any person or other animal;
  - (iii) the pet does not leave the Resident's Site other than when it is on a leash or being carried, other than a designated off-leash area;
  - (iv) the pet does not cause any damage to any Communal Area;
  - (v) the pet does not go on or in any Communal Facility, other than a designated off-leash area; and
  - (vi) all faeces from the pet, including those on the Site, are promptly disposed of appropriately.
- (e) A Resident must repair any damage or clean up any caused by their pet. A Resident is responsible for any damage to or loss of property or injury to any person caused by their pet.
- (f) The Park Manager may by notice in writing withdraw its consent to any pet where these Park Rules are not complied with repeatedly or flagrantly or where the Park Manager believes the pet may cause a risk of injury to a person or other animal, in which case the Resident must arrange for the pet to be re-homed within a reasonable period, or during the period notified by the Park Manager where the pet has been aggressive towards any person or other animal and the Park Manager reasonably believes it is necessary to take that action to prevent any risk of harm.
- (g) Visitors may, with the prior written consent of the Park Manager, bring pets into the Park on the terms and conditions advised by the Park Manager.

