

Queensland



# MOBILE HOMES ACT 1989

**Reprinted as in force on 28 July 1998  
(includes amendments up to Act No. 29 of 1998)**

**Warning—see last endnote for uncommenced amendments**

**Reprint No. 2**

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# Information about this reprint

This Act is reprinted as at 28 July 1998. The reprint shows the law as amended by all amendments that commenced on or before that day (Reprints Act 1992 s 5(c)).

The reprint includes a reference to the law by which each amendment was made—see list of legislation and list of annotations in endnotes.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 mentioned in the following list have also been made to use aspects of format and printing style consistent with current drafting practice (s 35).

This page is specific to this reprint. See previous reprints for information about earlier changes made under the Reprints Act 1992. A table of earlier reprints is included in the endnotes.

**Also see endnotes for information about—**

- **when provisions commenced**
- **provisions that have not commenced and are not incorporated in the reprint**
- **editorial changes made in earlier reprints.**

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# MOBILE HOMES ACT 1989

[as amended by all amendments that commenced on or before 28 July 1998]

## An Act to provide with respect to the siting and occupancy of mobile homes and for related purposes

### PART 1—PRELIMINARY

#### Short title

1. This Act may be cited as the *Mobile Homes Act 1989*.

#### Interpretation

- 3.(1) In this Act—

“**by-law**” means in relation to Brisbane City Council, a local law.

“**caravan**” means—

- (a) a vehicle ordinarily fitted with wheels and designed for attachment to a motor vehicle; or
- (b) a vehicle designed for use as part of a motor vehicle; and designed for use for residence therein.

“**mobile home**” means a structure (other than a caravan) prescribed by regulation.

“**occupier**” means a person who under a relevant agreement is entitled to occupy a mobile home positioned on a site.

“**owner**” means, in relation to a site, the person who is the registered proprietor or registered mortgagee in possession of an estate in fee simple in the site.

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**“relevant agreement”** means an agreement under which a person is entitled—

- (a) to position a mobile home on a site; and
- (b) to occupy the mobile home as the person’s only or principal place of residence.

**“site”** means land made available for positioning of mobile homes under relevant agreements and includes every part of such land.

**“spouse”** means, in relation to—

- (a) an occupier who is male—a woman; or
- (b) an occupier who is female—a man;

who is residing with the occupier in a relationship of man and wife, whether within or outside the bond of marriage and, in relation to an occupier who is deceased, was so residing up to the time of death.

(2) The rights and remedies conferred on an occupier by this Act are in addition to and not in derogation of or substitution for rights and remedies that would be had in law by an occupier apart from this Act.

(3) Where before the commencement of this section a person who is not the owner within the meaning of this Act has made a relevant agreement relating to a site with another who has thereby become an occupier, a reference in this Act, except in section 8(1) or (2), to **“owner”** shall be construed to include reference to that person, and, for the purposes of a provision of this Act, except section 8(1) or (2), that contains reference to **“owner of a site”**, that person shall be deemed to be the owner of the site.

## **PART 2—PROVISIONS ABOUT MOBILE HOMES**

### **Particulars of agreement**

**4.(1)** Within 3 months after the making of a relevant agreement, the owner of the site shall give to the occupier a written statement that—

- (a) specifies the names and addresses of the parties to the relevant agreement and the date of commencement of the agreement; and

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- (b) includes particulars of the land on which the occupier is entitled to position the mobile home, sufficient to identify the position of the mobile home; and
- (c) specifies the express terms of the relevant agreement and the terms implied by an order under section 5(2); and
- (d) complies with such other requirements as are prescribed by the regulations.

Maximum penalty—90 penalty units or imprisonment for 6 months.

**(1AA)** An offence against subsection (1) is a continuing offence and—

- (a) continues, despite the end of the 3 month period, until the written statement is given; and
- (b) may be charged in 1 or more complaints for periods the offence continues.

**(1A)** The owner of the site must not charge a fee for giving the statement.

Maximum penalty—90 penalty units or imprisonment for 6 months.

**(2)** Where a relevant agreement was made before the commencement of this section, the written statement shall be given as prescribed within 6 months after that commencement.

Maximum penalty—90 penalty units or imprisonment for 6 months.

**(3)** Where the owner of the site is bound by and has the benefit of a relevant agreement only by reason of section 8(2) it shall be sufficient compliance with subsection (1) or (2) or with an order made under subsection (5) if the person who made the agreement, not being the occupier thereunder, gives the written statement as prescribed.

**(4)** A reference in subsection (1) or (2) to the making of a relevant agreement includes reference to any variation of an agreement by reason of which the agreement becomes a relevant agreement.

**(5)** Where an owner of a site fails to comply with this section, the occupier may, in a court of competent jurisdiction, apply for and obtain an order that requires the owner to give to the occupier a statement that complies with subsection (1).

### **Terms of agreements**

**5.(1)** The terms specified in part 1 of schedule 1 shall be implied in every relevant agreement, notwithstanding any express term of the agreement or any other agreement made or acknowledgment given by the occupier.

**(2)** A Small Claims Tribunal may, on the application of either party to a relevant agreement, which application is made at any time during the currency of the agreement, order that there shall be implied in the agreement terms concerning all or any of the matters specified in part 2 of schedule 1.

**(3)** A Small Claims Tribunal may, on the application of either party to a relevant agreement, which application is made within 6 months of the giving of the statement required by section 4(1), by order vary or delete any express term of the agreement.

**(4)** On an application under this section the Small Claims Tribunal may make such provision as it considers reasonable and just in the circumstances.

**(5)** Upon the making of an order on an application under this section the relevant agreement shall be construed and given effect in accordance with the order.

### **Successors in title**

**6.(1)** A relevant agreement is binding on and enures for the benefit of any successor in title of the owner of the site and any person claiming through or under the owner or any such successor.

**(2)** Where a relevant agreement is lawfully assigned to any person, the agreement shall be binding on and shall enure for the benefit of that person.

**(3)** Where a person who is bound by and has the benefit of a relevant agreement dies at a time when the person is occupying the mobile home under the agreement as the person's only or principal place of residence, the agreement shall be binding on and shall enure for the benefit of—

- (a) any person residing with that person ("**the deceased**") at that time, being—
  - (i) the spouse of the deceased; or
  - (ii) in default of a spouse so residing—a member of the



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deceased's household; or

- (b) in default of any such person so residing—the person entitled to the mobile home by virtue of the deceased's will or the law relating to intestacy, as the case may be, but subject to subsection (4).

**(4)** A relevant agreement shall not be binding on or enure for the benefit of a person by reason of subsection (3)(b) in so far as—

- (a) it would, but for this subsection, require or enable that person to occupy the mobile home; or
- (b) a term contained or implied therein would entitle the owner to terminate, with or without an order of a Small Claims Tribunal, the agreement on the ground specified in clause 4(c) of part 1 of schedule 1; or
- (c) it includes a term implied therein by virtue of clause 7 of part 1 of schedule 1.

**(5)** To the extent that a relevant agreement is binding on and enures for the benefit of a person by reason of subsection (3)(b) that person shall be deemed, for the purposes of this Act, to be the occupier.

### **Strictures on conduct of site**

**8.(1)** A person—

- (a) shall not make available land as a site, unless the person is the owner of the land;
- (b) shall not make a relevant agreement with another who thereby becomes an occupier, unless the person is the owner of the site to which the agreement relates.

Maximum penalty—90 penalty units or imprisonment for 6 months.

**(2)** Where a person, not being the owner of the site, makes a relevant agreement with another who thereby becomes an occupier—

- (a) the person shall be deemed to have made the agreement as the authorised agent of the owner; and
- (b) the agreement is valid, notwithstanding the provisions of subsection (1); and

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(c) the agreement is binding on and enures for the benefit of the owner.

**(3)** An owner of a site—

(a) shall not limit the occupancy of the site to a mobile home sold or provided by any specific person, unless the site to be occupied has not previously been occupied by a mobile home;

(b) shall not restrict or interfere with an occupier's efforts to sell his or her mobile home positioned on the site;

(c) shall not charge a fee in connection with a sale or attempted sale of a mobile home positioned on the site unless—

(i) the owner has rendered some service with respect to the sale or attempted sale; and

(ii) at the time the service is rendered there is an agreement between the owner and the occupier for the payment of a fee for the service.

Maximum penalty—90 penalty units or imprisonment for 6 months.

**(4)** If an owner of a site is entitled to charge a fee for a service rendered in relation to the sale or attempted sale of a mobile home by an occupier, the amount of the fee demanded or accepted by the owner must not be more than the prescribed amount.

**Termination of agreement**

**9.(1)** The owner of a site shall not terminate a relevant agreement unless the owner has, on application made to a Small Claims Tribunal, obtained an order that permits the owner so to do.

Maximum penalty—90 penalty units or imprisonment for 6 months.

**(2)** A putative termination of a relevant agreement in contravention of subsection (1) is void and without effect.

**Grant of jurisdiction**

**10.(1)** Jurisdiction is hereby conferred on every Small Claims Tribunal to hear and determine all applications made to it pursuant to or for the

purposes of this Act.

(1A) Exercise of such jurisdiction shall be subject to and in accordance with this Act.

(2) A Small Claims Tribunal shall not make an order that permits an owner of a site to terminate a relevant agreement unless—

- (a) the tribunal is satisfied that the ground on which application for the order is based has been made out; and
- (b) the tribunal is satisfied that the making of the order is reasonable and just in the circumstances.

(3) Where application is made to a Small Claims Tribunal for an order that permits termination of a relevant agreement on the ground specified in clause 4(f) of part 1 of schedule 1, if in the circumstances, the tribunal considers the owner of the site should bear the whole or part of the occupier's expenses of relocating the mobile home to which the agreement relates, the tribunal shall not make the order unless it is satisfied that the owner has paid a sum sufficient for that purpose (assessed by the tribunal, should the case require it) to or on account of the occupier.

### **Recovery by occupier of certain moneys**

#### **11. Where—**

- (a) as a consequence of an owner of a site not having the approval or permission of a local government, or of a person on behalf of a local government, for the use of land as a site, an occupier is compelled to relocate a mobile home from the site; or
- (b) in accordance with section 10(3) a Small Claims Tribunal has assessed a sum to be paid by an owner of a site before the tribunal will make an order, such as is referred to in section 10(2), and that sum has not been paid;

the occupier may recover from the owner by way of action for a debt, due and owing and unpaid, in a court of competent jurisdiction or by way of claim for payment of money before a Small Claims Tribunal (if the amount sought is within the jurisdiction of the tribunal) the occupier's expenses

reasonably incurred in relocating the mobile home or, as the case may be, the sum so assessed.

### **Owner of site must comply with cl 6(2A) of implied terms**

**11A.(1)** An owner of a site who does not comply with clause 6(2A) of the implied terms of a relevant agreement mentioned in part 1 of schedule 1 commits an offence.

Maximum penalty—90 penalty units or imprisonment for 6 months.

**(2)** An owner does not commit an offence against subsection (1) if—

- (a) the owner reasonably asked the occupier concerned for information about the proposed assignee to help the owner to make a decision to which clause 6(2A) applies; and
- (b) the occupier did not comply with the request.

## **PART 3—ENFORCEMENT**

### *Division 1—Inspectors*

#### **Appointment**

**12.(1)** The chief executive may appoint employees of the department as inspectors.

**(2)** The chief executive may appoint a person as an inspector only if, in the chief executive's opinion, the person has the necessary expertise or experience to be an inspector.

#### **Inspector's identity card**

**12A.(1)** The chief executive must issue an identity card to each inspector.

**(2)** The identity card must—

- (a) contain a photograph of the inspector; and

(b) be signed by the inspector.

(3) A person who stops being an inspector must return the identity card to the chief executive as soon as practicable after the person stops being an inspector, unless the person has a reasonable excuse for not returning it.

Maximum penalty for subsection (3)—10 penalty units.

### **Production of inspector's identity card**

**12B.(1)** An inspector may exercise a power under this Act in relation to a person only if the inspector first produces or displays the inspector's identity card for inspection by the person.

(2) If, for any reason, it is not practicable to comply with subsection (1), the inspector must produce the identity card for inspection by the person at the first reasonable opportunity.

## *Division 2—Inspectors' powers*

### **Entry of place by inspector**

**12C.** An inspector may enter a place if—

- (a) the occupier of the place consents to the entry; or
- (b) it is a public place and the entry is made when the place is open to the public; or
- (c) the entry is authorised by a warrant.

### **Warrants**

**12D.(1)** An inspector may apply to a magistrate for a warrant for a place.

(2) The application must—

- (a) be sworn; and
- (b) set out the grounds on which the warrant is sought.

(3) The magistrate may refuse to consider the application until the inspector gives the magistrate all the information that the magistrate requires

about the application in the way that the magistrate requires.

*Example—*

The magistrate may require that additional information supporting the application be given by a statutory declaration.

(4) The magistrate may issue a warrant only if the magistrate is satisfied that there are reasonable grounds for suspecting that—

- (a) there is a particular thing (the “**evidence**”) that may provide evidence of the commission of an offence against this Act; and
- (b) the evidence is, or may be within the next 7 days, at the place.

(5) The warrant must state—

- (a) that the inspector is authorised, with assistance and force that may be necessary and reasonable—
  - (i) to enter the place; and
  - (ii) to exercise the inspector’s powers under this Act; and
- (b) the evidence for which the warrant is issued; and
- (c) the hours of the day when entry may be made; and
- (d) the day (within 14 days after the warrant’s issue) on which the warrant stops having effect.

### **Warrants—applications made otherwise than in person**

**12E.(1)** An inspector may apply for a warrant by phone, fax, radio or another form of communication if the inspector considers it necessary because of—

- (a) urgent circumstances; or
- (b) other special circumstances, including, for example, the inspector’s remote location.

(2) Before applying for the warrant, the inspector must prepare an application that sets out the grounds on which the warrant is sought.

(3) The inspector may apply for the warrant before the application is sworn.

(4) If the magistrate issues the warrant and it is reasonably practicable to

fax a copy of it to the inspector, the magistrate must immediately fax the copy to the inspector.

**(5)** If the magistrate issues the warrant but it is not reasonably practicable to fax a copy of it to the inspector—

- (a) the magistrate must—
  - (i) tell the inspector what the terms of the warrant are; and
  - (ii) tell the inspector the date and time the warrant was signed; and
  - (iii) record the reasons for issuing the warrant on the warrant; and
- (b) the inspector must—
  - (i) complete a form of warrant in the same terms as the warrant issued by the magistrate; and
  - (ii) write on the warrant form the name of the magistrate and the date and time the magistrate signed the warrant.

**(6)** The facsimile warrant, or the warrant form properly completed by the inspector, is authority for the entry and the exercise of the other powers authorised by the warrant issued by the magistrate.

**(7)** The inspector must send to the magistrate—

- (a) the sworn application; and
- (b) if a warrant form was completed by the inspector—the completed warrant form.

**(8)** The sworn application and any completed warrant form must be sent to the magistrate at the earliest practicable opportunity.

**(9)** On receipt of the application and any warrant form, the magistrate must attach them to the warrant issued by the magistrate.

**(10)** If—

- (a) it is material for a court to be satisfied that the exercise of a power was authorised by a warrant issued under this section; and
- (b) the warrant is not produced in evidence;

the court must assume the exercise of power was not authorised by a warrant, unless the contrary is proved.

### **Inspector's general powers in a place**

**12F.(1)** After entering a place under section 12C,<sup>1</sup> an inspector may exercise a power mentioned in subsection (2) only if—

- (a) the occupier of the place consents to the exercise of the power; or
- (b) the entry was authorised by a warrant.

**(2)** The inspector may—

- (a) search any part of the place; or
- (b) if entry was authorised by a warrant—seize the evidence for which the warrant was issued; or
- (c) in any case—seize a thing if the inspector believes on reasonable grounds that—
  - (i) the thing is evidence of the commission of an offence against this Act; and
  - (ii) the seizure is necessary to prevent—
    - (A) the concealment, loss or destruction of the thing; or
    - (B) the use of the thing in committing, continuing or repeating an offence against this Act; or
- (d) inspect, examine, photograph or film anything in or on the place; or
- (e) take extracts from, or make copies of, any documents in or on the place; or
- (f) take into or onto the place any person, equipment and materials that the inspector reasonably requires for the purpose of exercising any powers in relation to the place; or
- (g) require a person in or on the place, or the occupier of the place, to give the inspector reasonable help for the exercise of the powers

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<sup>1</sup> Section 12C (Entry of place by inspector)



mentioned in paragraphs (a) to (f).

(3) A person who is required by an inspector under subsection (2)(g) to give the inspector reasonable help for the exercise of a power must comply with the requirement, unless the person has a reasonable excuse for not complying with it.

Maximum penalty—60 penalty units.

(4) If the help is required to be given by a person by—

- (a) answering a question; or
- (b) producing a document (other than a document required to be kept by the person under this Act);

it is not a reasonable excuse for the person to fail to comply with the requirement on the ground that the information or document might tend to incriminate the person.

(5) However, information or a document mentioned in subsection (4) is not admissible in evidence against the person—

- (a) for an individual—in any criminal proceedings; or
- (b) for person other than an individual—in any criminal proceedings, other than proceedings under this Act.

### **Power to require name and address**

**12G.(1)** An inspector may require a person to state the person's name and address if the inspector—

- (a) finds the person committing an offence against this Act; or
- (b) finds the person in circumstances that lead, or has information that leads, the inspector to suspect on reasonable grounds that the person has committed, or assisted in the commission, an offence against this Act.

(2) When making the requirement, the inspector must warn the person that it is an offence to fail to state the person's name and address, unless the person has a reasonable excuse.

(3) The inspector may require the person to give evidence of the correctness of the person's name or address if the inspector suspects, on

reasonable grounds, that the name or address given is false.

(4) A person must comply with an inspector's requirement under subsection (1) or (3), unless the person has a reasonable excuse for not complying with it.

Maximum penalty—60 penalty units.

(5) The person does not commit an offence against this section if—

- (a) the inspector required the person to state the person's name and address on suspicion of the person having committed an offence against this Act; and
- (b) the person is not proved to have committed the offence.

### *Division 3—Other enforcement matters*

#### **Procedure after thing seized**

**12H.(1)** As soon as practicable after a thing is seized by an inspector under section 12F,<sup>2</sup> the inspector must give a receipt for it to the person from whom it was seized.

(2) The inspector must allow a person who would be entitled to the seized thing if it were not in the inspector's possession—

- (a) to inspect it; or
- (b) if it is a document—to take extracts from it or make copies of it.

(3) The inspector must return the seized thing to the person at the end of—

- (a) 1 year; or
- (b) if a prosecution for an offence involving it is started within 1 year—the proceeding for the offence and any appeal from the proceeding.

(4) Despite subsection (3), the inspector must return the seized thing to the person if the inspector is satisfied that—

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<sup>2</sup> Section 12F (Inspector's general powers in a place)

- (a) its retention as evidence is no longer necessary; and
- (b) its return is not likely to result in its use in repeating the offence.

### **Obstructing etc. inspectors**

**12I.** A person must not obstruct, hinder or resist an inspector in the exercise of a power, unless the person has a reasonable excuse.

Maximum penalty—60 penalty units.

### **Compensation**

**12J.(1)** A person may claim compensation from the State if the person incurs loss or expense because of the exercise or purported exercise of a power under this part.

**(2)** Payment of compensation may be claimed and ordered in a proceeding for—

- (a) compensation brought in a court of competent jurisdiction; or
- (b) an offence against this Act brought against the person making the claim for compensation.

**(3)** A court may order the payment of compensation for the loss or expense only if it is satisfied that it is just to make the order in the circumstances of the particular case.

## **PART 4—MISCELLANEOUS**

### **Proceedings for offences**

**13.(1)** Proceedings for an offence against this Act shall be taken in a summary way under the *Justices Act 1886* upon the complaint of any person authorised in that behalf by the Minister.

**(2)** If in a complaint relating to an offence against this Act the complainant is described as authorised as prescribed to lay the complaint, it

shall not be necessary to prove that authority, in the absence of evidence to the contrary.

### **Evidentiary provision**

**14.** In any proceedings for the purposes of this Act or relating to a relevant agreement or to which any matter provided for by this Act is material—

- (a) a copy of the statement that purports to be given by or on behalf of the owner of a site to an occupier as to all or any of the matters referred to in section 4(1) is admissible as evidence of the matters stated; and
- (b) a certificate purporting to be that of the registrar of a Small Claims Tribunal as to the making of an order under section 5 and as to the particulars of the order is admissible as evidence of the matters stated in the certificate; and
- (c) a certificate purporting to be that of the registrar of a Small Claims Tribunal as to a sum assessed by the tribunal under section 10(3) is admissible as evidence of the matters stated in the certificate.

### **Regulations**

**15.(1)** The Governor in Council may make regulations under this Act.

**(2)** A regulation may make provision with respect to—

- (a) the forms to be used under this Act; or
- (b) enforcing orders of Small Claims Tribunals and the powers of persons enforcing the orders.

### **Application to existing agreements**

**16.** The provisions of this Act apply, not only in respect of relevant agreements made after the commencement of this section and the parties thereto, but, with the exception of section 8(1), (2) and (3)(a), also in respect of relevant agreements made before that commencement and the parties thereto.

## **SCHEDULE 1**

### **PART 1—TERMS IMPLIED IN RELEVANT AGREEMENTS**

section 5(1)

#### **Duration of agreement**

**1.** Subject to clause 2, the right to position a mobile home on the site shall subsist until the agreement is duly terminated in accordance with the *Mobile Homes Act 1989*.

**2.(1)** If the owner's entitlement to use the land as a site is of limited duration, by reason of any planning scheme or an approval or permission of the relevant local government, the period for which the right subsists shall not extend beyond the duration of the owner's entitlement.

**(2)** If before the expiry of the period for which the right would subsist pursuant to subclause (1) there is a change in circumstances that allows for a longer duration of the right, account shall be taken of that change.

#### **Termination by occupier**

**3.** The occupier is entitled to terminate the agreement by written notice given to the owner not less than 4 weeks before the date on which termination is to take effect.

#### **Termination by owner**

**4.** The owner is entitled to apply to a Small Claims Tribunal for an order that permits termination of the agreement and, subject to the order being made, is entitled to terminate the agreement on any of the following grounds—

- (a) the occupier has committed a breach of a term of the agreement and, after service on the occupier of a notice to remedy the breach,

## SCHEDULE 1 (continued)

- has not complied with the notice within a reasonable time;
- (b) the occupier has unlawfully assaulted or threatened to unlawfully assault, or has procured another to unlawfully assault or threaten to unlawfully assault the owner of, or other person lawfully on, the site, or has wilfully destroyed or damaged or threatened to destroy or damage, or has procured another to destroy or damage or threaten to destroy or damage property, other than property of the occupier, on the site;
  - (c) the occupier is not occupying the mobile home positioned on the site as the occupier's only or principal place of residence;
  - (d) the recurrent behaviour on the site of the occupier, or of any person residing with or associated with the occupier, interferes with the quiet enjoyment of the site by any other occupier;
  - (e) the mobile home positioned on the site, having regard to its age and condition is having a detrimental effect on the amenity of the site;
  - (f) the relevant local government has granted its approval of the use of the site for a purpose other than as a site.

**Recovery of overpayments by occupier**

5. Where the agreement is terminated pursuant to clause 3 or 4, the occupier is entitled to recover from the owner so much of any payment made by the occupier pursuant to the agreement as is attributable to a period after the termination.

**Sale of mobile homes**

- 6.(1) The occupier is entitled—
- (a) to sell the mobile home; and
  - (b) to assign the occupier's rights and obligations under the agreement to a person approved by the owner.
- (2) The owner must not unreasonably refuse to approve a proposed

## SCHEDULE 1 (continued)

assignee.

(2A) If the occupier gives the owner a written request to approve a proposed assignee, the owner must, within 1 month of receiving the request—

- (a) give the occupier written notice of the owner's decision; and
- (b) if the owner refuses the request—give written reasons for the refusal.

(3) In the occupier's efforts to sell the mobile home, the occupier shall not engage in, or permit others on the occupier's behalf to engage in, acts that affect the environment of the site or the quiet enjoyment of the site by other occupiers.

**Gift of mobile home**

7.(1) The occupier is entitled to give the mobile home and to assign his or her rights and obligations under the agreement to a member of the occupier's family approved by the owner, who shall not unreasonably withhold approval.

(2) For the purposes of this clause the reference to a member of the occupier's family includes—

- (a) the spouse of the occupier; and
- (b) a child, grandchild or step-child of the occupier.

**Repositioning of mobile home**

8. If the owner is entitled to require the occupier to reposition the mobile home on another part of the site—

- (a) that other part of the site shall be broadly comparable to the part of the site on which the occupier was originally entitled to position the mobile home; and
- (b) all expenses incurred in consequence of the requirement shall be paid by the owner.

## SCHEDULE 1 (continued)

**PART 2—MATTERS CONCERNING WHICH TERMS  
MAY BE IMPLIED**

section 5(2)

1. The right of the occupier to quiet enjoyment.
2. The sums payable by the occupier pursuant to the agreement and the times at which they are to be paid.
3. The review at yearly intervals of sums payable by the occupier pursuant to the agreement.
4. The provision or improvement of services available to occupiers on the site, and the use by the occupier of such services.
5. The preservation of the amenity of the site.
6. The maintenance and repair of the site by the owner, and the maintenance and repair of the mobile home by the occupier.
7. Access by the owner to the land on which the occupier is entitled to position the mobile home.



**ENDNOTES****1 Index to endnotes**

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**2 Date to which amendments incorporated**

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Accordingly, this reprint includes all amendments that commenced operation on or before 28 July 1998. Future amendments of the Mobile Homes Act 1989 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

### 3 Key

#### Key to abbreviations in list of legislation and annotations

AIA	=	Acts Interpretation Act 1954	prev	=	previous
amd	=	amended	(prev)	=	previously
amdt	=	amendment	proc	=	proclamation
ch	=	chapter	prov	=	provision
def	=	definition	pt	=	part
div	=	division	pubd	=	published
exp	=	expires/expired	R[X]	=	Reprint No.[X]
gaz	=	gazette	RA	=	Reprints Act 1992
hdg	=	heading	reloc	=	relocated
ins	=	inserted	renum	=	renumbered
lap	=	lapsed	rep	=	repealed
notfd	=	notified	s	=	section
o in c	=	order in council	sch	=	schedule
om	=	omitted	sdiv	=	subdivision
p	=	page	SIA	=	Statutory Instruments Act 1992
para	=	paragraph	SL	=	subordinate legislation
prec	=	preceding	sub	=	substituted
pres	=	present	unnum	=	unnumbered

### 4 Table of earlier reprints

#### TABLE OF EARLIER REPRINTS

[If a reprint number includes a roman letter, the reprint was released in unauthorised, electronic form only.]

Reprint No.	Amendments included	Reprint date
1	to Act No. 82 of 1993	28 March 1994
1A	to Act No. 87 of 1994	19 July 1996
1B	to Act No. 56 of 1996	8 January 1997
1C	to Act No. 82 of 1997	16 December 1997
1D	to Act No. 29 of 1998	22 June 1998

### 5 Tables in earlier reprints

#### TABLES IN EARLIER REPRINTS

Name of table	Reprint No.
Changed titles	1
Renumbered provisions	1

## **6 List of legislation**

### **Mobile Homes Act 1989 No. 50**

date of assent 5 May 1989

ss 1–2 commenced on date of assent

s 7 never proclaimed into force and on 1994 No. 87 s 3 sch 3 pt 1

remaining provisions commenced 9 September 1989 (proc pubd gaz  
9 September 1989 p 212)

as amended by—

### **Statute Law (Miscellaneous Provisions) Act 1989 No. 103 ss 1–3 sch**

date of assent 25 October 1989

commenced on date of assent

### **Public Service (Administrative Arrangements) Act 1990 (No. 2) No. 80 ss 1–3 sch 6**

date of assent 14 November 1990

commenced 31 August 1989 (see s 2(2)(b))

### **Justice Legislation (Miscellaneous Provisions) Act 1992 No. 40 ss 1–2(1)(a), pt 3A**

date of assent 14 August 1992

ss 1, 2(1)(a) commenced on date of assent

ss 134–135 commenced 14 February 1994 (1994 SL No. 32)

remaining provisions commenced on date of assent

### **Consumer Law (Miscellaneous Provisions) Act 1993 No. 82 pts 1, 7, s 3 sch 1**

date of assent 17 December 1993

commenced on date of assent

### **Statute Law (Miscellaneous Provisions) Act (No. 2) 1994 No. 87 ss 1–3 sch 3 pt 1**

date of assent 1 December 1994

commenced on date of assent

### **Consumer Law and Other Justice Legislation (Miscellaneous Provisions) Act 1996 No. 56 pts 1, 14**

date of assent 20 November 1996

commenced on date of assent

### **Justice and Other Legislation (Miscellaneous Provisions) Act (No. 2) 1997 No. 82 ss 1–2, pt 18**

date of assent 5 December 1997

commenced on date of assent

### **Residential Tenancies Amendment Act 1998 No. 29 ss 1, 2(3) pt 3**

date of assent 18 May 1998

ss 1–2 commenced on date of assent

remaining provisions commence 1 December 1998 (see s 2(3))

## **7 List of annotations**

### **PART 1—PRELIMINARY**

**pt hdg** ins 1996 No. 56 s 130

#### **Commencement**

**s 2** om 1996 No. 56 s 131

#### **Interpretation**

**s 3** def “**caravan**” sub 1998 No. 29 s 145  
def “**Local Authority**” om 1992 No. 40 s 134(1)  
def “**Minister**” ins 1990 No. 80 s 3 sch 6  
om 1992 No. 40 s 134(1)  
def “**mobile home**” sub 1992 No. 40. s 134

### **PART 2—PROVISIONS ABOUT MOBILE HOMES**

**pt hdg** ins 1996 No. 56 s 132

#### **Particulars of agreement**

**s 4** amd 1993 No. 82 s 38; 1997 No. 82 s 72

#### **Local government’s approval**

**s 7** om 1994 No. 87 s 3 sch 3 pt 1

#### **Strictures on conduct of site**

**s 8** amd 1992 No. 40 s 135; 1993 No. 82 s 3 sch 1

#### **Termination of agreement**

**s 9** amd 1993 No. 82 s 3 sch 1

#### **Grant of jurisdiction**

**s 10** amd 1989 No. 103 s 3 sch

#### **Recovery by occupier of certain moneys**

**s 11** amd 1989 No. 103 s 3 sch

#### **Owner of site must comply with cl 6(2A) of implied terms**

**s 11A** ins 1993 No. 82 s 39

### **PART 3—ENFORCEMENT**

**pt hdg** ins 1996 No. 56 s 133

#### **Division 1—Inspectors**

**div hdg** ins 1996 No. 56 s 133

#### **Appointment**

**s 12** prev s 12 om 1993 No. 82 s 3 sch 1  
pres s 12 ins 1996 No. 56 s 133

#### **Inspector’s identity card**

**s 12A** ins 1996 No. 56 s 133

#### **Production of inspectors’ identity card**

**s 12B** ins 1996 No. 56 s 133

**Division 2—Inspector’s powers****div hdg** ins 1996 No. 56 s 133**Entry of place by inspector****s 12C** ins 1996 No. 56 s 133**Warrants****s 12D** ins 1996 No. 56 s 133**Warrants—applications made otherwise than in person****s 12E** ins 1996 No. 56 s 133  
amd 1997 No. 82 s 73**Inspector’s general powers in a place****s 12F** ins 1996 No. 56 s 133**Power to require name and address****s 12G** ins 1996 No. 56 s 133**Division 3—Other enforcement matters****div hdg** ins 1996 No. 56 s 133**Procedure after thing seized****s 12H** ins 1996 No. 56 s 133**Obstructing etc. inspectors****s 12I** ins 1996 No. 56 s 133**Compensation****s 12J** ins 1996 No. 56 s 133**PART 4—MISCELLANEOUS****pt hdg** ins 1996 No. 56 s 134**Proceedings for offences****s 13** amd 1990 No. 80 s 3 sch 6**Evidentiary provision****s 14** amd 1989 No. 103 s 3 sch; 1993 No. 82 s 3 sch 1**Regulations****s 15** sub 1993 No. 82 s 3 sch 1**Application to existing agreements****s 16** amd 1996 No. 56 s 135**Amendment Small Claims Tribunal Act****s 17** amd 1989 No. 103 s 3 sch  
om (see RA s 40)**SCHEDULE 1**

amd 1992 No. 40 s 136; 1993 No. 82 s 40

## **8 Provisions that have not commenced and are not incorporated into reprint**

The following provisions are not incorporated in this reprint because they had not commenced before the reprint date (see Reprints Act 1992, s 5(c)).

**Residential Tenancies Amendment Act 1998 No. 29 pt 3 read as follows—**

### **PART 3—AMENDMENT OF MOBILE HOMES ACT 1989**

#### **Act amended in pt 3**

**144.** This part amends the *Mobile Homes Act 1989*.

#### **Amendment of s 3 (Interpretation)**

**145.** Section 3, definition “**caravan**”—

*omit, insert—*

‘ “**caravan**” see the *Residential Tenancies Act 1994*, section 3A.<sup>3</sup>.’

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<sup>3</sup> Section 3A (Caravan)