

Manufactured Homes (Residential Parks) Amendment Regulation 2025

Human Rights Certificate

Prepared in accordance with Part 3 of the *Human Rights Act 2019*

In accordance with section 41 of the *Human Rights Act 2019*, I, Sam O'Connor, Minister for Housing and Public Works and Minister for Youth provide this human rights certificate with respect to the *Manufactured Homes (Residential Parks) Amendment Regulation 2025* (Amendment Regulation), made under the *Manufactured Homes (Residential Parks) Act 2003* (MHRP Act).

In my opinion, the Amendment Regulation, as tabled in the Legislative Assembly, is compatible with the human rights protected by the *Human Rights Act 2019* (HR Act). I base my opinion on the reasons outlined in this statement.

Overview of the Subordinate Legislation

The Amendment Regulation amends the *Manufactured Homes (Residential Parks) Regulation 2017* to prescribe approved bases on which site rents can increase in residential parks, the content of a simplified precontractual disclosure document which must be provided to prospective home owners as part of precontractual disclosure and information required to be included in site agreements and sale agreements

The Amendment Regulation supports provisions of the *Manufactured Homes (Residential Parks) Amendment Act 2024* (Amendment Act) commencing on 6 December 2025 that streamline and standardise the precontractual disclosure process and approved bases for increasing site rent to provide greater transparency about key terms of contracts for consumers.

The simplified precontractual disclosure document focuses on key rights and obligations for home owners when living in a residential park and replaces two previous precontractual documents, to complement Residential Park Comparison Documents which have been required since 20 February 2025.

The approved bases for site rent increases prescribed by the Amendment Regulation include all current allowable methodologies used by park owners and safeguard future home owners against the inclusion of new increase bases that are unclear or unpredictable. New information requirements for site agreements and sale agreements will ensure the inclusion of key information for prospective home owners. This standardisation will make site agreements and sale agreements easier to understand so that consumers entering an arrangement to purchase a home and reside in a residential park can do so with clarity about their future costs and an ability to budget accordingly.

Human Rights Issues

Human rights relevant to the subordinate legislation (Part 2, Division 2 and 3 HR Act)

The following human rights are relevant to the Regulation:

- property rights (section 24 of the HR Act)
- freedom of expression (section 21 of the HR Act)
- privacy and reputation (section 25 of the HR Act)

Nature of the rights:

Property rights

Section 24 under the HR Act states that—

- a) All persons have the right to own property alone or in association with others
- b) A person must not be arbitrarily deprived of the person's property.

In this context, property is likely to include all real and personal property interests recognised under general law including interests in land, contractual rights, money, and shares. It may also include some statutory rights including traditional aspects of property rights such as to use, transfer, dispose of and exclude others.

The term 'deprived' is not defined by the HR Act. However, deprivation in this context is taken to include the substantial restriction on a person's use or enjoyment of their property, to the extent that it substantially deprives a property owner of the ability to use their property or part of that property, including enjoying exclusive possession of it, disposing of it, transferring it or deriving profits from it. This clause does not provide a right to compensation. The protection against being deprived of property is limited to arbitrary deprivation of property.

Freedom of expression

Under section 21 of the HR Act, every person has the right to freedom of expression to seek, receive and impart information and ideas of all kinds, whether within or outside Queensland.

The right to freedom of expression protects almost all types of expression, as long as it conveys or attempts to convey a meaning. This is judged by its impact on reasonable members of the public who are exposed to it, without knowing the purpose of the person who expressed it.

Examples of measures which could limit freedom of expression include those which:

- regulate the manner, content and format of any public expression (for example, the contents of a speech, publication, broadcast, display or promotion)
- censor materials or require that they be reviewed or approved before being published;
- compel someone to provide information (for example, a subpoena)
- impose a dress code
- regulate or restrict an individual's access to information (including access to material on the internet)
- attach criminal or civil liability to publications of opinions or information.

Privacy and reputation

The scope of the right to privacy is very broad. It protects personal information and data collection, for example. It also extends to a person's private life more generally, so protects the individual against interference with their physical and mental integrity, including appearance, clothing and gender; sexuality and home.

This right protects the privacy of people in Queensland from 'unlawful' or 'arbitrary' interference. Arbitrary interference includes when something is lawful, but also unreasonable, unnecessary or disproportionate.

Assessment of subordinate legislation against relevant human rights

The amendments seek to provide enhanced information about a consumer's obligations and rights in relation to the home they are considering purchasing and the rent of the land on which the home is sited. The amendments also seek to provide transparency and clarity to consumers about the important features of the residential park and the community by prescribing information that must be included in disclosure documents site agreements and sale agreements, and prescribing allowable site rent increase bases.

Simplified precontractual disclosure document

The amendment regulation simplifies precontractual disclosure information which must be provided to prospective home owners subject to the requirements of section 29 of the Amendment Act. New disclosure requirements include information under Schedule 1 of the MHRP Act, as well as the following information prescribed by the Amendment Regulation:

- MHRP Act definitions of: residential park; home owner; park owner; site agreement; sale agreement; park rules; and Consumer Price Index (CPI)
- a description of the process of buying or selling a manufactured home
- details of the buyback and site rent reduction scheme, including eligibility requirements and the process for joining the scheme
- information on establishing and operating a home owner committee
- the process for changing park rules in a residential park.

The additional information required is general in nature, consistent with the type of information already required to be disclosed to prospective home owners by park owners, and consistent with the MHRP Act objective to enable home owners and prospective home owners to make informed choices by being fully aware of their rights and responsibilities in their relationship with park owners.

While this new requirement contributes to consumer awareness and protection under the MHRP Act and enhances the right of prospective manufactured home owners to access information relevant to purchasing a home and living in a residential park, it also involves a limit on the freedom of expression of residential park owners (which may include the right to say nothing or the right not to say certain things) through requiring specified information to be provided to home owners through the precontractual disclosure process.

Consideration of reasonable limitations on human rights (section 13 of the HR Act)

Any interference with the right to freedom of expression is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is whether the interference with freedom of expression is considered arbitrary. While park owners have at least some interest in home owners being aware of MHRP Act provisions which govern their relationship, they may not choose to impart such information in a manner or form other than that prescribed by the Amendment Regulation.
- Purpose – the purpose of prescribing information for precontractual disclosure is to address issues with consumer understanding of the MHRP Act, the terms of site agreements and how these may affect the experience of living in a residential park. Historically, some consumers have purchased manufactured homes and entered site agreements without an appropriate understanding of their rights and obligations, leading to disputes with park owners, and financial and emotional stress. In many cases, this is due to complexity in contract provisions and/or a lack of disclosure of information that may have enabled more informed decision making.
- Relationship between the limitation and its purpose – requiring park owners to disclose general information about the MHRP Act and matters relevant to the operation of site agreements ensures standardised information is provided to prospective home owners through the sales process, mitigating the risk of information being omitted, withheld or presented in an erroneous or misleading way. The contents of the disclosure are prescribed and the department will publish a document that meets most of the requirements for park owners to download/copy, include specific details relevant to the park and hand over to prospective home owners. While this may limit the freedom of expression of park owners, requiring them provide information and provide it in a certain way, it is a reasonable limit which contributes to consumer awareness and protection.
- Less restrictive alternatives – a less restrictive alternative would be to not prescribe information to be included in precontractual disclosure process. However, this would not contribute to enhancing consumer awareness of key features and potential risks of living in a residential park in a way that is streamlined, clear and consistent. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – the impact on freedom of expression is minor and the requirements relating to the precontractual disclosure contribute to enhancing the rights of prospective home owners by ensuring they have access to information relevant to manufactured homes and residential parks.

Approved bases for site rent increases

The Amendment Regulation prescribes the following bases as approved bases for increasing site rent under new site agreements:

- a. the Consumer Price Index (CPI)
- b. a fixed percentage (for example 3 per cent)
- c. a fixed amount (for example \$8)
- d. a formula which apportions increases in local government rates across home owners
- e. the higher or lower of two prescribed bases (for example a fixed percentage or CPI)
- f. a formula which adds any two prescribed bases (for example CPI + 1 per cent).

The restriction on the bases that can be used for increasing site rents engages property rights under section 25 of the HR Act.

Consideration of reasonable limitations on human rights (section 13 HR Act)

Any interference with property rights is considered to be reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is a property owner’s right to protect their property and use or dispose of it without deprivation. Restricting bases for increasing site rent to those approved by Regulation is part of a broader package of measures to address excessive and unsustainable site rent increases under the Amendment Act, including the prohibition of market rent reviews, a cap on increases to the higher of CPI or 3.5% and requiring that CPI-based increases align with the Weighted Average Capital Cities CPI measure. These measures were implemented to help prospective home owners make informed choices about the affordability of site rents, ensure they have clear information and that the mechanisms for increasing site rents allow them to predict future costs, thereby protecting their security of tenure.
- Purpose – the purpose of prescribing approved site rent increase bases is to protect against the possibility of unclear or unpredictable bases, or bases that reintroduce elements of market rent review increases which are now prohibited from being included in future site agreements, mitigating against the possibility of further excessive site rent increases for home owners. More broadly, restrictions on site rent increases reflect the unusual tenure type in residential parks, in which the home owner owns the dwelling while the park owner owns the land, with the value of the dwelling significantly derived from the location of the land and surrounding amenities. This can make the value of a home owner’s investment and their housing stability vulnerable to site rent increases.
- Relationship between limitation and its purpose – the approved bases reflect current standard practice within the residential park industry, with most site agreements including site rent increase clauses based on CPI and/or a fixed percentage. Given this, restricting site rent increases to those commonly used by industry is a modest limitation. The limitation may prevent future innovation in the bases for site rent increases, but this relates to the objective of preventing unpredictable and/or excessive site rent increases, providing long-term certainty and stability in relation to site rents. If a park owner wants to use a new basis that is not yet prescribed, they can request the basis be considered for inclusion in the regulation.
- Less restrictive alternatives – a less restrictive alternative would be to not prescribe approved bases and rely on the prohibition of market rent reviews and the cap on general site rent increases stabilising site rents. However, this would not prevent the future application of another basis which may use arbitrary comparative values, similar to market rent reviews, if/when other restrictions on site rent increases are adjusted or removed. There are no less restrictive alternatives that would achieve the objective.
- Fair balance – the Amendment Regulation strikes an appropriate balance between the freedom of park owners to derive profit from their property and protecting the more vulnerable property rights of home owners. The impact on the property rights of park owners is minor and necessary to ensure fairness in the relationship between park owners and home owners.

New information requirements for site agreements

Section 25(4)(l) of the MHRP Act requires that site agreements comply with requirements which may be prescribed by regulation, in addition to information already required by section 25 of the MHRP Act.

The Amendment Regulation requires new site agreements to:

- state that any park rules in force for the residential park are taken to form part of the site agreements
- include descriptions of any utilities supplied to the site and any utilities which are included in the site rent payable for the site
- state whether landline telephone and/or internet services are available to the site and, if available, whether these services are included in the site rent amount
- where a site agreement provides for a 'for sale' sign to be placed on site, state any requirements which apply to its placement on the site
- state whether or not the park owner may require that the home owner reposition their home on another site within the park
- state any external features of the site that the home owner must maintain
- state any external features of the site that the park owner must maintain
- state whether a home owner may rent the site on which their home is positioned to another person on a temporary basis.

These new requirements restrict information a park owner may exclude from a site agreement and therefore limit the property rights of park owners.

Consideration of reasonable limitations on human rights in relation to approved form site agreements

Any interference with property is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is a property owner's right to protect their property and whether any limitation through requiring that site agreements include certain information prescribed by the Amendment Regulation arbitrarily deprives them of property or the ability to use or dispose of their property.
- Purpose – the purpose of requiring site agreements to include certain information is to provide for greater standardisation of new site agreements, creating a greater common understanding of common site agreement terms, rights, obligations and risks among home owners and prospective home owners. The Amendment Regulation also seeks to ensure that park owners are transparent about certain matters affecting the interests of home owners.
- Relationship between limitation and its purpose – the limitation involved in new information requirements for site agreements regarding the use of the park owner's property (the site) is to strike an appropriate balance between the property rights of park owners and the property rights of home owners who occupy the site. Ensuring

information is included in site agreements which is relevant to a home owner's ongoing ability to afford the cost of living in a residential park, meet their obligations under the MHRP Act and park rules and make informed decisions promotes the property rights of home owners. A small limit on the property rights of park owners is reasonable in this context.

- Less restrictive alternatives – an alternative to prescribing additional information requirements through the Amendment Regulation would be to only require that site agreements comply with existing requirements under section 25 of the MHRP Act.
- Fair balance – the Amendment Regulation strikes an appropriate balance between the freedom of park owners to use and profit from their property and the right of home owners to receive information relevant to their tenure in a residential park. The minor restriction on the property rights of park owners is outweighed by the benefits of greater standardisation of site agreements, greater consumer awareness and consumer protection.

New information requirements for sale agreements

The Amendment Regulation requires that agreements for the sale of a manufactured home include certain information regarding the parties to the agreement, the residential park, the manufactured home and the rights and responsibilities of the parties. Required information about the parties to a sale agreement includes the names, addresses and contact details of the seller, the park owner and, where applicable, their respective solicitors and agents. This could limit the right to privacy of one or more of the parties to the agreement.

The information required by the Amendment Regulation is for the purpose of promoting consistency across sale agreements, with the provision of personal information required to ensure the accountability of all parties and that their rights and obligations are upheld throughout the term of the agreement.

The Amendment Regulation does not require that any information which is part of a sale agreement be made publicly available, or that any such information be collected or stored by a government agency.

Consideration of reasonable limitation on human rights in relation to sale agreements for manufactured homes

Any interference with right to privacy is reasonable and justified as follows:

- Nature of the human right – what is at stake in human rights terms is whether the interference with privacy or freedom of expression is considered arbitrary or unreasonable. The inclusion of names, addresses and contact details in a sale agreement is not considered an arbitrary infringement of privacy as the contents are limited to information necessary for managing the sale agreement between the parties, consistent with the management of contractual agreements more broadly.
- Purpose – the purpose of requiring certain information to be included in sale agreements, including names, addresses and contact details of parties to the agreement, is to provide for greater consistency in sale agreements across the sector and ensure the parties can effectively manage a sale process through all parties discharging their obligations under the agreement. The absence of this requirement could lead to

inconsistent practices across the industry and, potentially, result in agreements which do not provide an adequate basis for some or all parties to uphold their rights.

- Relationship between limitation and its purpose – the Amendment Regulation standardises the personal information collected as part of the sale agreements, limiting it to what is necessary to enter a contract between the parties and who to contact for matters relevant to the sale agreement. The limitation on privacy is not arbitrary and is justifiable in this context.
- Less restrictive alternatives – not requiring some standard information in sale agreements would not achieve the purpose of greater consistency across the residential parks industry and may result in inconsistencies or omissions which adversely affect the rights of manufactured home owners or residential park owners. Not identifying the extent of required personal information could create a risk that parties to a sale agreement may be pressured to provide more extensive, invasive personal information than is reasonable or necessary.
- Fair balance – the impact on privacy is minor for home owners, park owners and, where applicable, their solicitors and agents, and information required by the Amendment Regulation does not extend beyond what would reasonably be expected in any contractual arrangement. The benefit of a more consistent sales process and safeguards created by the limited collection of personal information outweighs the small impacts on privacy and reputation.

Conclusion

I consider that the *Manufactured Homes (Residential Parks) Amendment Regulation 2025* is compatible with the *Human Rights Act 2019* because it does not limit human rights.

THE HONOURABLE SAM O’CONNOR MP
MINISTER FOR HOUSING AND PUBLIC WORKS
MINISTER FOR YOUTH

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