

Retaining Shacks on Crown land and in national parks

Understanding your lease (Crown land)

The South Australian Government is committed to creating new opportunities for shack lessees on Crown land and in national parks who hold life-tenure leases or fixed-term tenure leases for 'Holiday Accommodation' purposes, where this is no existing arrangement for longer tenure or relocation, to retain their shacks.

Transfers

All new shack leases issued under section 37A of the *Crown land Management Act 2009* (CLMA) include a clause that provides a right to transfer.

Consent to transfer a lease may be granted pursuant to section 36(1) of the CLMA.

When is consent to transfer required?

Consent to transfer is required:

- when lessees want to transfer their interest entirely from one holder, or a group of holders, to an entirely new holder, or group of holders (i.e. sell the shack structures and transfer their lease)
- when the existing lessees want to remain, and want one or more new holders to be added
- when some of the lessees want to remain, but one or more lessees want to have their names removed
- when a lessee has died and their name needs to be removed.

The Minister for Environment and Water must issue consent prior to any of the above transfers taking place.

What is the transfer process?

To apply to transfer a lease, fill in an 'Application for consent to transfer a Crown lease' form available at <https://www.environment.sa.gov.au/topics/crown-land/application-forms-and-fees>.

If all requirements are met and approval is granted, the documentation facilitating the transfer will be sent to you for lodgement with the Department of Planning, Transport and Infrastructure (Land Services SA).

What are the fees and charges to transfer?

Fees and charges for lease transfer applications are comprised of:

- a non-refundable application fee, which contributes to the cost of processing applications; and
- charges for processing activities including (but not limited to) the negotiation and preparation of documents for execution and the costs of document lodgment with Land Services SA.

This does not include fees associated with alterations to lease certificates and other related requests. All other costs such as personal legal advice, conveyancer needs, survey requirements, stamp duty etc. will be required to be met by the applicants.

The regulated fees for Crown land leases can be found on the Department for Environment and Water (DEW) webpage at:

<https://www.environment.sa.gov.au/topics/crown-land/application-forms-and-fees>.

All costs relating to improvements or demolition to the site are the responsibility of the lessee.

The CLMA prohibits the transfer of a lease if there is any debt to the Crown outstanding on the lease.

For an application for the Minister for Environment and Water's consent to transfer to be considered, all debt to the Crown must be paid in full.

Variation to lease conditions

Where there is a requirement for a variation to a lease, agreement and consideration from both parties is required. This consideration may include increased rent, or an agreement to change to a more contemporary lease format or additional lease clauses.

DEW will also take into account the improved benefit to government and the satisfactory performance of the tenant under the lease when considering whether to grant a lease variation.

Where an application for a variation is being considered for an older lease, DEW may take the opportunity to review the lease provisions and to negotiate variations of outdated or inadequate provisions.

Any variations to the lease must comply with legislative and regulatory requirements (i.e. *Planning, Development and Infrastructure Act 2016*).

Abandonment of a lease

If a lessee no longer occupies Crown leasehold land the lease may be cancelled. Before a lease is cancelled for abandonment, the Minister for Environment and Water will publish a notice circulating throughout the state that identifies the leasehold land and specifies the intention to cancel the lease.

The lessee has one month to demonstrate to the Minister for Environment and Water that they have not abandoned the land.

Surrender of leases

A lease can be wholly or partially surrendered with the consent of the Minister for Environment and Water pursuant to section 37(1) of the CLMA.

Expired leases

A lease that has expired for more than 12 months and does not have an option to purchase or renew will be removed from the Torrens Title Register on lodgement of any dealing.

Hold-over provisions

Shack leases may provide that at the expiry of the term, the lessee may, with consent from DEW, remain at the premises on a month-to-month basis. The lease may provide that the rent for this period is at the current yearly rate, and DEW may vary the rent with one month's notice.

Under hold-over provisions, the lease will generally be terminable at any time by either party giving one month's notice.

Subleasing

Shack leases are for holiday accommodation purposes only and sub-leasing is not an approved use under the lease. Lessees may not rent or sublet their shack to any other persons. This provision includes rental by the week, day or any other term for payment of any kind

Use of shack sites as a principle residence

Lessees may not use their shack site as a principle place of residence or for year-round purposes. The shack sites are intended for Holiday Accommodation purposes only.

Lease agreement reviews

DEW regularly carries out lease agreement reviews to:

- make sure lessees are meeting the terms and conditions of the lease agreement
- give lessees an opportunity to talk about any problems or questions they might have.

DEW may contact the lessee for further information.

Insurance

Lessees are responsible for arranging insurance for the property/building and for their personal belongings. Lessees should check exactly what their insurance covers.

Services to the shack site

Water and other charges

Lessees must pay for sewerage charges. Information about who pays for water use and supply are included in the lease agreement.

Utilities

Lessees should organise connections for gas, electricity and telephone and are responsible for supply and use charges.

Internet and other services

Lessees are responsible for maintaining any service or infrastructure. At the end of the lease agreement, any service connected and paid for by the shack lessee can be removed and they must repair any damage caused to the property.

The lessee is responsible for arranging an internet connection and associated costs. Lessee are responsible for arranging any phone connections and for paying any associated costs and ongoing charges including the general connection fee.

More information

For further information about the Retaining Shacks commitment please visit the [DEW Retaining Shacks webpage](#) or contact the DEW Shacks Team on (08) 8204 1218 or at DEWshacks@sa.gov.au. The DEW Shacks Team aims to respond to emailed questions within five working days.

<https://www.environment.sa.gov.au/topics/crown-land/retaining-shacks-commitment>