

Park Home Factsheet

Residents Rights and Obligations



Housing

This factsheet is one of a series of factsheets which have been published by Communities and Local Government concerning the rights and obligations of park home owners in England. This factsheet gives some basic guidance to park home owners who use their home as their permanent residence about the terms of their agreements under the Mobile Homes Act 1983 (as amended) ("the 1983 Act").

Throughout this factsheet any reference to "site" includes a park home site (including a mobile home site) and to "park home" includes a mobile home or caravan.

This factsheet does not give an authoritative interpretation of the law; only the courts can do that. Nor does it cover all cases. If further advice or information about legal rights or obligations is needed, a Citizen's Advice Bureau or a solicitor should be contacted.



Introduction

Essentially the law:

- gives a park home owner security in their park home by defining the limited circumstances in which a site owner can terminate the site agreement;
- requires the site owner to provide advance notice of the terms that will apply to the person proposing to occupy a park home on their site (the written statement); and
- dictates exactly what many of the terms and conditions of the contract should be.

The written statement includes implied terms as well as the express terms of the agreement which have been agreed between the site owner and the park home owner. Park Rules may also form part of the agreement and residents should ensure that they obtain a copy.



Implied Terms

Implied terms are contractual terms which must (under the 1983 Act) be implied into all agreements between park home owners and site owners. These implied terms are the minimum rights and obligations residents have irrespective of when the agreement was entered into and irrespective of whether they actually appear in the written statement. **'Park Homes Factsheet – Consolidated Implied Terms'** sets out all the implied terms that apply to the agreement.

There are 28 implied terms. They cover the following areas:

- **Duration of the Agreement**

This sets out the length of time the agreement is for. In essence, the resident's agreement to station their park home on the site will continue indefinitely unless:

- a) The site owner has only a limited interest in the land or the planning permission is temporary (see below under Owner's Estate or Interest in Land); or
- b) The resident terminates the agreement (see below under Termination of the Agreement by the Occupier); or

- c) The site owner terminates the agreement following a decision by a Court or an Arbitrator enabling him to do so (see below under Termination of the Agreement by the Owner).

- **Owners' Estate or Interest in the Land**

If the site owner's interest in the land is for a limited period then they cannot make an agreement for a resident to station their home on the site that goes beyond the end of that period. For example if the site owner has a lease on the land, then the length of the agreement cannot extend beyond the length of the lease. If the planning permission for the site is time limited then the agreement cannot be granted beyond the length of the planning permission. However, if either of these time periods is extended, then this extension should be taken into account in terms of the length of the duration of the agreement.

- **Termination of the Agreement by the Occupier**

The resident may terminate their agreement at any time, as long as they give their site owner at least 28 days notice in writing.

- **Termination of the Agreement by the Owner**

A site owner can only bring an agreement with a resident to an end forthwith following an application to court, or to an arbitrator. They can apply to court, or to an arbitrator, to bring an agreement to an end on one of three grounds:

1. That the resident has broken a term of the agreement. The site owner must tell the resident that they have broken a term of the agreement and give them a reasonable time to put things right before an application can be made on this ground. The court, or arbitrator, can only allow the site owner to bring an agreement to an end on this ground if the court or arbitrator considers it reasonable to do so.
2. That the resident is not living in the park home as his or her main residence. The court, or arbitrator, can only allow the site owner to bring an agreement to an end on this ground if the court or arbitrator is satisfied that it is reasonable to do so.
3. That, because of its condition, the park home is having a detrimental effect on the amenity of the site. The court, or arbitrator, can only allow the site owner to bring an agreement to an end on this ground if the court or arbitrator is satisfied that it is reasonable to do so.

The court or arbitrator may adjourn proceedings if it considers that it would be practical for particular repairs to be carried out and if the resident indicates that they intend to carry out those repairs (that would, when completed, mean that the home would no longer have a detrimental effect on the amenity of the park) within a specified period of time. If the court is subsequently satisfied that the necessary repairs

have not been carried out (within the specified time) the court may make an order to terminate the agreement if the court or arbitrator is satisfied that it is reasonable to do so.

It is important to note that a site owner cannot bring an agreement to an end without first going to court or to an arbitrator on the grounds listed above and if the court or arbitrator is satisfied that it reasonable to do so.

In addition, it is important to note that a resident can only be made to leave the site and remove their park home if the agreement has been brought to an end (see above) and if the site owner has obtained an eviction order from the court.

The site owner should normally be able to apply to the court to bring their agreement with the resident to an end and for an eviction order at the same time. An arbitrator cannot grant an order for eviction. If the court allows the site owner to bring an agreement to an end, they can do so straight away but the court can suspend an eviction order, on a privately owned site, for up to 12 months at a time. The court cannot suspend an order for eviction on a local authority site.

It is a criminal offence for anyone to make a resident leave a park home site without a court order, or to try to make them leave by threats, violence, withholding services such as water, gas or electricity, or any other sort of harassment.

- **Recovery of Overpayments by the Occupier**

If the agreement is ended, the resident is entitled to reclaim any pitch fees or other charges paid in advance for a period after the agreement is terminated.

- **Sale of the Park Home**

See ***Park Home Factsheet – Selling a Park Home.***

- **Gift of the Park Home**

A resident can only give their park home, and pass on their agreement, to a member of their family. The gift must be to a person approved by their site owner but they cannot withhold their approval unreasonably. See ***Park Home factsheet – Selling a Park Home*** for further information about the approval process. If a resident considers that their site owner is withholding their approval unreasonably they can apply to the court, or an arbitrator, for an order declaring that the purchaser is approved so the gift can go ahead. A site owner is not entitled to receive commission if the resident gives the park home to a family member.

The definition of “family” in the Act covers: a wife or husband, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. Any relation by marriage or of half-blood counts as a full relation. Stepchildren, adopted children, and illegitimate children are also included, as are people living together as husband and wife.

- Re-siting of the Park Home

A site owner may move a resident's park home for essential repair or emergency works only if it is necessary for the home to be moved in order for the works to be carried out. In addition, the park home should only be moved for the period necessary to carry out the essential repair or emergency works. Such works are considered to be:

- (a) repairs to the base on which the resident's park home is stationed;
- (b) works or repairs needed to comply with any relevant legal requirements (such as to comply with the site's licence conditions and therefore required by the local authority); or
- (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Other than for essential repair or emergency works, the site owner must make an application to the court if they wish to move the home. The court must be satisfied that the move is reasonable before permission would be granted.

In all cases, the resident's new pitch must be broadly comparable to the resident's original pitch and their site owner would be liable for any costs and expenses that the resident incurs in connection with the move to and from the pitch.

Additionally, if a resident's home is to be moved for repairs to the base, the site owner must return the home to its original pitch on completion of the repairs if that is the resident's wish or if the court makes an order to that effect.

- Quiet enjoyment of the Home and Pitch

Park home residents are entitled to the quiet enjoyment of their home and pitch. 'Quiet enjoyment' is a technical, legal term which means that residents are entitled to enjoy their home and the pitch without their site owner or anyone else involved in the site business intruding into their home or onto the pitch. 'Quiet enjoyment' does not refer to noise or disturbance as may be inferred from the phrase.

However it does mean that, for example, park home owners must not be subject to harassment or intimidation, threats of physical eviction, continual obstruction of access to the park home, interruptions in the supply of utilities or otherwise be prevented from uninterrupted use of the home and the pitch as their permanent residence.

A site owner may only enter the pitch in the circumstances set out below. He has no right under the implied terms in the 1983 Act to enter a resident's home under any circumstances.

- Owners' right of entry to the pitch

The site owner, their staff or agents, may enter a resident's pitch without prior notice between 9 am and 6 pm to deliver mail or other written communications to the resident or to read meters which they are responsible for.

The site owner, their staff or agents, may also enter a resident's pitch, in order to carry out essential repairs or emergency works. Before doing so they must give as much notice as reasonably practicable in the circumstances.

If a site owner needs to enter a resident's pitch for any other reason they must give the resident at least 14 days notice in writing, stating the date, time and reason for his visit. The implied term does not restrict the site owner as to what he may do, but clearly he must not do anything that would interfere with the occupier's right to quiet enjoyment of the pitch and park home. It would be desirable if the visit were arranged at a time convenient to both parties.

A site owner has no right under the implied terms in the 1983 Act to enter a resident's home under any circumstances.

- Pitch Fee Reviews

See ***Park Home Factsheet – Pitch Fees and other Payments to the Park Owner.***

- Occupiers' Obligations

These implied terms set out residents' obligations. They are that the resident must:

- pay their pitch fee and any other charges payable under their agreement;
- keep their home in a sound state of repair;
- keep the outside of their home and their pitch in a clean and tidy condition. This includes all fences and outbuildings belonging to or enjoyed with the pitch and the park home; and
- if the occupier seeks re-imbusement for any costs or expenses, he must, if requested by the site owner, provide documentary evidence of the costs and expenses claimed.

- Owners' Obligations

These implied terms sets out the site owner's obligations. They must:

- At the occupier's request, provide accurate written details about the occupier's pitch such as the location of the pitch on the site and the size of the pitch and base on which the park home stands. These details must include measurements from fixed points. Site owners can charge up to £30 for this to existing residents.

- At the resident’s request, and at no cost to the resident, provide documentary evidence to support and explain any charges such as pitch fee increases or utility costs, or any other costs or expenses payable by the occupier to the owner under the terms of the agreement.
- Repair the base for the park home if necessary.
- Maintain any services which they supply to the park home and pitch.
- Maintain in a clean and tidy condition parts of the site which are not the responsibility of a resident.
- Consult individual residents on any improvements to the site – in particular if they intend to take them into account at the next pitch fee review.
- Consult any Qualifying Residents’ Association about the operation and management or improvements to the site that may affect the residents either directly or indirectly. See also ***Park Home Factsheet – Qualifying Residents’ Associations.***
- When consulting, for example about proposed improvements to the site, a site owner must give at least 28 days notice in writing, outlining how the site (and if appropriate the pitch fee) will be affected and how residents can make their views known. A site owner must take these representations into account.

- Owner's Name and Address

The site owner must provide residents and any Qualifying Residents' Association with an address in England or Wales where legal or other notices can be served, or correspondence sent. If they do not do this the resident is entitled to withhold payment of the pitch fee until they do so.

- Qualifying Residents' Associations

See ***Park Home Factsheet – Qualifying Residents' Associations.***



Express Terms

Express terms are the terms of the agreement that a site owner has included in the agreement with a resident, or with the previous owner of the park home if a resident has entered into the agreement by assignment from a previous owner. They cannot over-rule any of the implied terms that are contained in the 1983 Act.

The express terms in the agreement must also comply with The Unfair Terms in Consumer Contracts Regulations (UTCCR). This means that the express terms of the agreement cannot reduce a resident's statutory or common law rights or impose unfair burdens on them over and above the ordinary rules of law. If a resident thinks that any term set out in their agreement is unfair they should seek the advice of a solicitor or Citizen's Advice Bureau, or contact the Office of Fair Trading (www.of.gov.uk), Trading Standards or Consumer Direct (www.consumerdirect.gov.uk)



Park Rules

Park rules are usually in place to underpin good management of the site and for the benefit of all who use it. With park rules in place, disputes can be more easily resolved or avoided all together. Park rules cover, for example, car parking arrangements, permission to have pets (or otherwise), etc.

Park rules form an integral part of the agreement between the site owner and the park home owner, under the Mobile Homes Act 1983 (as amended), and a procedure for making changes to the park rules is usually included in the express terms of the agreement.

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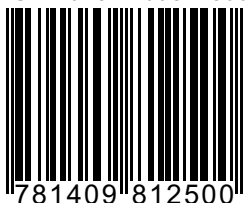
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