



Department for Communities and Local Government – Fact sheet

Understanding the Mobile Homes Act 1983 – Residents’ rights and responsibilities

This fact sheet gives some basic information if you live in a home on a mobile home site in England, about the terms of your pitch agreement and how you are affected by the Mobile Homes Act 1983.

This fact sheet is not a full statement of the law and does not cover all cases. Only tribunals or the courts can give an interpretation of the law that applies. If you need more advice or information about your legal rights or responsibilities, you should contact a citizen’s advice bureau or a solicitor.

In this fact sheet, when we refer to ‘site’, it includes a park home site, an authorised privately owned traveller site and a permanent local-authority traveller site. When we refer to ‘home’, it includes a mobile home (including a park home) or a caravan.

It does not apply to residents who rent their homes or live on a pitch on a local-authority transit site.

Introduction

The Mobile Homes Act 1983 gives residents certain rights.

- It says that the site owner must give you a written statement. This is notice of the terms of the pitch agreement that will apply if you buy a home from the site owner or bring one onto the pitch with permission.
- It sets out a number of terms of the pitch agreement which are implied in it as a matter of law. This means that they are part of the agreement whether or not they are written down.
- It gives a home owner security of tenure by defining the limited circumstances in which a site owner can end the site agreement.

When you move onto a site

The written statement

- 1.1 The site owner must give you a written statement if you are buying a home from them or bringing your own home onto the site. The site owner **does not have to give you**

a new statement if you are buying a second-hand home from a resident and taking over the agreement_(see below for more details on this kind of situation).

- 1.2 The written statement must be given to you 28 days before you sign the agreement, unless you agree otherwise. However, the site owner cannot make you. The statement must include (among other things) certain information about your rights, details of the pitch you are going to rent, and the terms of the agreement. These are known as 'implied terms' (more information on the implied terms is set out below). Other terms agreed between you and the site owner are known as 'express terms'. These should also be included in the written statement. If there is a difference between an implied term and an express term in the agreement, the implied term will apply.
- 1.3 If the written statement is not given you can apply to a residential property tribunal for an order making the site owner to do so. The site owner cannot enforce any express terms in the agreement (including charging the pitch fee) until you have had the written statement.

Taking over a second-hand home

- 1.4 If you buy a second-hand home from a resident, you will automatically take over their agreement. This is called an 'assignment'. You and the site owner will have to keep to the terms and conditions of the existing agreement. This includes the amount of pitch fee due, which cannot be more than the last resident was paying when the assignment took place.
- 1.5 You can find more information on pitch fees and reviews and on buying a home in the fact sheets *"Understanding the Mobile Homes Act 1983 – pitch fees and other payments to the site owner"* and *"Understanding the Mobile Homes Act 1983 – selling a mobile home"*.

Implied terms in all agreements for pitches

- 2.1 The implied terms listed below are the minimum terms which are implied by the Mobile Homes Act 1983 in all pitch agreements. These terms cannot be excluded or ignored.

Your general responsibilities

- 2.2 You have certain responsibilities. You must:
 - pay your pitch fee and any other charges due under the agreement;
 - keep your home in a good state of repair; and
 - keep the outside of your home and the pitch in a clean and tidy condition. This includes all fences and outbuildings you own or use.
- 2.3 If you want the site owner to repay any costs or expenses you have incurred you will need to provide proof.

Your right to Quiet Enjoyment

- 2.4 “Quiet enjoyment ” is a technical legal term which means that you are entitled to use and occupy your home and pitch without undue interruption, interference or disturbance from the site owner or anyone else acting on their behalf.
- 2.5 This means that the site owner or anyone acting on their behalf must not harass, intimidate or threaten you or keep obstructing access to the home, interrupt any gas, water or electricity supplies or otherwise prevent you from using the home and the pitch in a normal way.

Qualifying residents’ associations

- 2.6 You are entitled to form a residents’ association which the site owner must recognise if it meets certain conditions. For more information see the fact sheet *Understanding the Mobile Homes Act 1983 – Qualifying residents’ associations*.

Site owner’s general responsibilities

- 2.7 The site owner must:
- repair the base for the home when necessary;
 - maintain any services which they supply to your home and pitch;
 - maintain, in a clean and tidy condition, parts of the site which are not your responsibility;
 - if you ask, provide documentary evidence to support and explain any charges such as pitch fee increases or utility (gas, electricity or water) costs, or any other costs or expenses you have to pay under the terms of the agreement (they cannot charge you for providing this information); and
 - if you ask, give you accurate written details about the pitch such as the location of the pitch on the site and the size of the pitch and base on which your home stands. These details must include measurements from fixed points. The site owner can charge you up to £30 for providing this information to an existing resident.

Pitch fee reviews

- 2.8 The site owner can review the pitch fee from time to time. Please see the fact sheet *Understanding the Mobile Homes Act 1983 – Pitch fees and other payments to the site owner* for more information.

Site owner’s duty to consult you about certain matters

- 2.9 The site owner must consult you and any qualifying residents’ association on improvements to the site, particularly if the improvements will affect the pitch fee. See the fact sheet on pitch fees and other charges for more information on this.
- 2.10 The site owner must also consult any qualifying residents’ association about operating and managing the site and any improvements to it that may affect you either directly or indirectly. See also the fact sheet on qualifying residents’ associations for more information on this.

2.11 Any consultation must be in writing. It must outline the proposals, how the site will be affected and, if appropriate, what effect the proposals will have on pitch fees. You will have 28 days to give your comments to the site owner, who must take account of your views when deciding whether to carry out their plans.

Moving a mobile home

2.12 A site owner can move your home for essential repairs or emergency work. These are:

- repairs to the base on which the home is placed;
- work or repairs needed to keep to any relevant legal requirements (such as to keep to the site licence conditions); or
- work or repairs in connection with restoration following flood, landslide or other natural disaster.

2.13 If a home is to be moved for repairs to the base, the site owner must return your home to its original pitch when the repairs are finished unless you agree otherwise. If the site owner doesn't, you can apply to the residential property tribunal for an order making them return your home to its original pitch.

2.14 If a site owner wants to move a home for any other reason (whether temporarily or permanently), for example, to carry out site improvements or as part of a redevelopment, they can only do so with authorisation from a residential property tribunal. The tribunal must be satisfied that the move is reasonable before they will give permission.

2.15 In all cases, the new pitch must be broadly similar to your current pitch and the site owner will have to pay any costs and expenses that you have to pay in connection with the move to and from the pitch.

Site owner's right to enter your pitch

2.16 The site owner (or their employees or agent) may enter your pitch without notice between 9am and 6pm to deliver post or other written communications to you or to read meters for which they are responsible.

2.17 The site owner (or their employees and agents) may also enter your pitch to carry out essential repairs or emergency work. Before doing so, they must give you as much notice as reasonably possible in the circumstances.

2.18 If the site owner needs to enter your pitch for any other reason, they must give you at least 14 days' notice in writing. The notice must give the date and time of the visit and the reason for it.

2.19 The site owner or their employees and agents have **no right** to enter your home unless you invite them.

The site owner's name and address

2.20 The site owner must give you and any qualifying residents' association their name and address. This needs to include an address in England or Wales where legal or other notices can be served and correspondence sent. If they do not give you this information, you can refuse to pay the pitch fee until they do.

- 2.21 Any demand for you to pay the pitch fee (or any other charges) must also include an address in England or Wales. If not, you do not have to make the payment until you are given the address.

Other terms implied in certain agreements

- 3.1 As a resident you have certain other rights to sell or give away your home with the benefit of the pitch. These do not apply if you live on a local-authority traveller site.

Selling your home

- 3.2 You can sell your home and the site owner is entitled to receive up to 10% commission on the sale. For more details, see the fact sheet *Understanding the Mobile Homes Act 1983 – Selling a mobile home*.

If you give your home away

- 3.3 You can give your home, and pass on the agreement, to a member of your family. The gift must be to a person the site owner approves, but the owner cannot withhold the approval unreasonably. The approval process (and role of the residential property tribunal) for giving away a home is identical to that which applies to selling a home. See the fact sheet on “Selling a mobile home” for more information about the approval process.
- 3.4 A site owner is not entitled to receive commission or any other payment in connection with giving away a home.

Express terms

- 4.1 Express terms are those that you (or a former resident) and the site owner have agreed will be included in the agreement. If you have bought your home from an existing resident, you will have to keep to the express terms in the existing agreement.
- 4.2 An express term cannot replace an implied term and if there is any difference between an express and implied term in an agreement, the implied term will apply.
- 4.3 If you have entered into an agreement with the site owner, but decide that you want to delete or change an express term, you can apply to a residential property tribunal to ask it to do so. (The site owner can also make this type of application). You only have six months from entering into the agreement or receiving the written statement (if given later) to do so.
- 4.4 In general you have no right to challenge the express terms if you took over the agreement from another resident. This is because, by taking over the agreement, you are agreeing to those terms. However, if you believe the site owner may have changed the express terms illegally (in other words, changed one or more terms that applied immediately before you took over the agreement, for example the pitch fee) you can ask for a declaration from the residential property tribunal.

- 4.5 All agreements must keep to the Unfair Terms in Consumer Contracts Regulations 1999. This means that the express terms of the agreement cannot reduce your legal or common-law rights or place unfair burdens on you over and above the ordinary rules of law. If you think that any term set out in their agreement is unfair, you should get the advice of a solicitor or citizen's advice bureau, or contact the Office of Fair Trading (www.oft.gov.uk), Trading Standards or Consumer Direct (www.consumerdirect.gov.uk). If you think an express term is not keeping to the regulations, you can apply to a residential property tribunal for a declaration saying so. A term which does not keep to the regulations cannot be enforced.

Site rules

- 5.1 Some sites will have specific rules covering matters such as age and family conditions for eligibility to live on the site and general management rules, for example on keeping pets, car parking arrangements, collecting rubbish and so on.
- 5.2 Site rules are usually made so the site is managed well for the benefit of everyone who uses it. With rules in place, disputes can be more easily dealt with or avoided altogether.
- 5.3 Usually site rules form part of the pitch agreement (being included in the express terms), and procedures for making rules or changing existing ones will normally be included in the express terms of the agreement.
- 5.4 If the site rules are not included in the agreement, they are unlikely to be binding (you do not have to keep to them). But if they are included, you and the site owner must keep to them. For example, a site owner cannot use an age restriction for approving whether someone can buy a home if there is no age restriction in the rules, or if they have already broken those rules by letting or selling to people who do not meet the age conditions.
- 5.5 If there are disputes about site rules and whether they can be enforced, these can be referred to a residential property tribunal.

Security of tenure and length of the agreement

- 6.1 The Mobile Homes Act gives you 'security of tenure'. This means that the site owner can only end an agreement for certain reasons and with the approval of the county court. We explain these rules in more detail below. A site owner cannot give you a time-limited agreement unless they have only a limited interest in the land (for example, a short-term lease) or unless the planning permission to use the site for stationing homes is for a limited period.

If you end the agreement

- 6.2 You may end your agreement at any time, by giving the site owner at least 28 days' notice in writing. However, if you give up your pitch, you will be responsible for the costs of removing the home unless your agreement says otherwise, or you make separate arrangements with the site owner.

If the site owner ends the agreement

- 6.3 A site owner can only bring an agreement to an end if they get permission from a county court. There are three reasons they can use to apply.

- **You have broken the terms of the agreement**

Before applying to the court using this reason, the site owner must serve notice on you telling you what terms of the agreement have been broken and allowing a reasonable time to put things right. The court can only allow the agreement to be ended for this reason if they are satisfied that you are still breaking the agreement and that it is reasonable for the agreement to be ended.

- **You are not living in the home as your main home**

The court can only allow the site owner to end an agreement for this reason if they are satisfied that you are no longer living in the home as your main home and consider it reasonable to end the agreement.

- **The condition of the home is having a negative effect on residents' ability to use the site**

A site owner cannot apply to the court for this reason unless they have a final decision from a residential property tribunal that your home is having a negative effect on the site.

The tribunal will decide whether you are willing and able to put the situation right. If the tribunal makes a final decision, the site owner can then apply to the court for permission to end the agreement. In deciding whether to grant the application, the court will take account of the tribunal's decision, and whether in the circumstances it is reasonable to end your agreement.

(For more details on the role of the tribunal in dealing with applications for this reason, see the fact sheet *Mobile Homes Act 1983 – Disputes and proceedings*.)

Fixed-term agreements

- 6.4 Sometimes the site owner's interest in the land may be limited. The site owner may only own the leasehold, not the freehold, of the land, or may only have temporary planning permission. In these circumstances, your agreement will be time limited as the site owner cannot give you permission to use the land longer than their lease allows. If the site owner's interest in the land is extended or made indefinite, your agreement must be extended in the same way.
- 6.5 If you do not leave the site when your agreement comes to an end (and the agreement has not been extended), the owner of the land cannot evict you unless they get a court order under section 3 of the Caravan Sites Act 1968.
- 6.6 However, they can end your agreement during the fixed term if the court authorises this for one or more of the reasons above.

- 6.7 **It is important if you are thinking of buying a home to see whether the agreement will be time limited, as this may affect your decision to buy.**

Eviction and harassment

- 7.1 You cannot be evicted from your home or your home removed from the site by the site owner, without an eviction order from the court. This is separate to the court's authorisation to end the agreement. The site owner can, and normally will, apply for the eviction order under section 3 of the Caravan Sites Act 1968 at the same time as they apply for authorisation to end the agreement. The court has a power to suspend the eviction order, except where a fixed term agreement comes to an end.
- 7.2 It is a criminal offence for anyone to evict you or remove your home from the site without a court order. It is also an offence to try to make you leave by threats, violence, withholding services (such as water, gas or electricity) or any other sort of harassment. **You should contact the local-authority tenancy relations officer (or similar) or the police if think you are being harassed or intimidated.**

Rights to take over the agreement

- 8.1 If the pitch agreement was entered into by, or has been transferred to, two or more people living in the home and one of those people dies, the surviving person will keep the agreement and can continue to live in the home.
- 8.2 If the agreement was only entered into by, or has been transferred to, one of the people living in the home and that person dies, their husband, wife or civil partner living in the home will automatically take over the pitch agreement and can continue to live in the home.
- 8.3 If there is no surviving husband, wife or civil partner, any member of the family who was living with the person at the time of their death can take over the agreement. If the person was living with a partner but not married, the partner will be treated as a part of the family and can take over the agreement.
- 8.4 If the person lived alone at the time of their death, the pitch agreement will pass to whoever is named in any will (or under intestacy law if the owner did not make a will). However, in this situation the agreement is not the same.
- First, although that person inheriting the home becomes the new owner, they do not automatically have the right to live in it, but would need to get permission from the site owner.
 - Second, the site owner cannot make the person live in the home, but they cannot end the agreement using the reason that the new owner is not living in the home as their only or main home.
 - Third, the person inheriting cannot give the home to another person. So, if they don't want to live in it, they have to sell it

In all other respects, the agreement will apply in the same way as with the previous resident.

Disputes and proceedings

- 9.1 Under the Mobile Homes Act most types of disputes and proceedings are dealt with by residential property tribunals. Cases involving ending agreements are dealt with by the county court. You can get more information about what the tribunals do and how they deal with cases in the fact sheet *Mobile Homes Act 1983 – Disputes and proceedings*. You can download application forms and recent decisions of tribunals from the residential property tribunal page on www.justice.gov.uk.

Arbitration

- 10.1 Some agreements may say that some or all disputes and proceedings between you and the site owner must be decided by an arbitrator (instead of a court or a residential property tribunal). From 30 April 2011, any conditions about arbitration will no longer have any effect and any disputes or proceedings arising after that date must instead be referred to a tribunal for adjudication.
- 10.2 You and the site owner can agree in writing, outside of the agreement, to refer a dispute for adjudication by an arbitrator rather than to a residential property tribunal. However, you need to think carefully about doing so, as you cannot then refer the arbitrator's decision to a tribunal or appeal against it (except on a point of law) and you may have to pay costs. Although you can agree that an arbitrator makes a decision on whether an agreement can be ended, possession proceedings must still be brought in the court.