

Rights of mobile home owners and site owners

Owning a mobile home

The Mobile Homes Act 1983 made important changes in the way the law applies to mobile home sites. It applies to privately owned licensed sites, and to sites owned by local authorities. The Act, which replaces sections 1 to 6 of The Mobile Homes Act 1975, came into force on 20 May 1983 .

It introduced important new rules about security of tenure, the sale of mobile homes and other details of agreements between site owners and residents. If you are a resident on a mobile home site, or if you own a mobile home site, the information on the following web pages may apply to you.

The Act applies to all residents who had an agreement with the site owner to be on site on 20 May 1983 , when it came into force, whatever form that agreement took - whether it was an agreement under the 1975 Act, another form of written agreement, or an oral agreement. The Act also applies to all those who make an agreement to come on to site after 20 May 1983 .

The Act does not apply to:

- people who rent the mobile home itself from the site owner
- people who use a mobile home or caravan for holiday purposes.

The Act applies to privately owned licensed sites and sites owned by local authorities (but not local authority gipsy sites).

The Act gives certain rights to all residents whose agreements with their site owner allow them to live in their mobile homes on site as their main residences. These include:

- security of tenure
- the right to sell a mobile home on site
- the right to give a mobile home to a member of the resident's family
- rights concerning the inheritance of a mobile home

These rights apply from 20 May 1983 , whatever an agreement between site owner and resident says, even if the agreement was made under the Mobile Homes Act 1975. A resident's rights on other subjects depend on the terms of the agreement he or she has with the site owner.

The site owner must give each resident a written statement setting out the implied terms and express terms of the agreement between them (see below).

For residents on site on 20 May 1983 , when the Act came into force, the site owner must have provided the written statement within six months of that date.

After 20 May 1983 a written statement must be provided within three months of the date the resident agrees to come onto the site.

The written statement must be in the form laid down by law and must:

- give the names and addresses of site owner and resident and the date the agreement between them began
- include a description of the pitch on which the mobile home is stationed
- say if the site owner's interest in the land or his or her planning permission for the site are temporary

- set out information for residents as required by law
- set out the implied terms of the agreement. This means the rights which the Mobile Homes Act 1983 says the agreement must give residents
- set out the express terms. This means the details of the agreement between resident and site owner which are not rights given by the Mobile Homes Act 1983.

The express terms will normally cover pitch fees and other charges, the services a site owner provides and the obligations of residents.

If the site owner does not provide a written statement in the required period you, the resident, can ask a court or an arbitrator, at any time after the end of the period, to order the site owner to do so. The rights which are given by the Mobile Homes Act 1983 apply whether or not a site owner provides a written statement.

Under the Mobile Homes Act 1983 the content of the agreement cannot be changed. The express terms can be changed, either by agreement between site owner and resident, or if either party applies to the court or to an arbitrator.

If you, as a resident, find any of the express terms of the agreement unacceptable, or you would like to see extra terms added, you should ask the site owner if he or she is prepared to make changes. If the site owner refuses, you can apply to court, or to an arbitrator, to ask for the changes to be made.

You, the resident, can ask for any of the express terms to be changed or removed. You can also ask for new terms to be added, provided the new terms are within a list set out in the Mobile Homes Act 1983. The court, or the arbitrator, will then decide what changes, if any, should be made, on a basis which they consider just and equitable in the circumstances.

A resident has six months, from the date he or she is given the written statement, in which he or she can apply to court or to an arbitrator for changes to be made.

The site owner has the same rights as a resident to ask the court or an arbitrator to change the express terms of the agreement, within six months of the date he or she gives the resident the written statement.

If neither party applies to the court, or to an arbitrator, for the express terms set out in the written statement to be changed within six months, the terms will become binding on both sides.

After the six month period, either the site owner or resident can ask the court, or an arbitrator, to settle a dispute about the way in which the agreement works but they will no longer have the right to seek changes in the actual terms through the court or arbitrator (though they can agree changes between themselves).

It is therefore essential that both site owner and resident should consider the express terms very carefully. If either party is in any doubt about the effect the terms may have, they should get advice from a solicitor or a Citizens Advice Bureau.

In most cases, residents have the right to keep their mobile homes on site indefinitely unless either they or the site owner bring their agreements to an end.

If the site owner's planning permission for the site or interest in the land are subject to a time limit, the resident's right to be on site is similarly limited. The site owner must tell residents if there is a time limit in the written statement.

If, after the beginning of the agreement with the resident, the time limit on the site owner's planning permission or interest in the land is extended, the resident's right to stay

on site will also be extended. If there is no time limit of this kind, the resident's agreement can only be brought to an end in one of the ways explained below:

A resident can bring the agreement with the site owner to an end at any time, provided that he or she gives the site owner at least four weeks notice in writing.

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

- o that the resident is not living in the mobile home as his or her main residence
- o that, because of its age and condition, the mobile home is having a detrimental effect on the amenity of the site, or is likely to have such an effect within the next five years. The site owner will only be able to bring an agreement to an end on this ground - if the court or arbitrator agrees - every five years, starting from the date the agreement began
- o that the resident has broken a term of the agreement. The site owner must tell the resident that he or she has broken a term of the agreement and give him or her 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 consider it reasonable to do so.

A site owner cannot bring an agreement to an end without first going to court or to an arbitrator.

A resident can only be made to leave the site and remove his or her mobile 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 his or her 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, he or she 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 mobile home site without a court order, or to try to make him or her leave by threats, violence, withholding services such as water, gas or electricity, or any other sort of harassment.

If a resident believes he or she is being harassed or threatened with illegal eviction, he or she should consult a solicitor or contact his or her local authority or Citizens Advice Bureau.

Local authorities can start legal proceedings for offences of harassment and illegal eviction. If physical violence is involved, the resident should contact the police.

A resident can recover any payments made under the agreement which cover a period after the date at which the agreement ended.

If, for example, a resident has paid his or her pitch fees in advance and the agreement is then brought to an end (either by the resident or the site owner), he or she can recover the amount he or she has paid for the period which starts after the ending of the agreement.

A site owner can move a mobile home from one part of the site to another, only if a term of the agreement with the resident allows him or her to do so - either permanently or temporarily. If it does, the agreement must also contain the following rules:

- the pitch to which the mobile home is moved must be broadly comparable to the pitch on which it was originally stationed;
- all the costs and expenses which result from the move must be paid by the site owner. This will include both the costs of the move itself and the costs of reconnecting the mobile home to services such as gas, electricity and water.

If the agreement does not give the site owner the right to alter the position of the mobile home, he or she will only be able to do so if the resident is willing.

A resident has the right to sell his or her home on site and pass on his or her agreement with the site owner to the person who buys the mobile home. The sale must be to a person approved by the site owner but the site owner cannot withhold his or her approval unreasonably.

If a resident considers that the site owner is withholding his or her approval unreasonably, he or she can apply to the court or to an arbitrator for an order requiring the site owner to give approval.

The site owner can claim a commission up to a maximum fixed by law, currently set at ten per cent of the sale price. It applies to all sales after 20 May 1983. Site owners can charge a lower percentage than the legal maximum if they wish but they cannot charge a higher one.

A resident who wishes to sell his or her mobile home does not have to offer it for sale to the site owner first. Some agreements may include reference to a site owner's 'right' of first refusal to purchase the home, but it is doubtful whether such a provision is enforceable.

A resident can give his or her mobile home, and pass on the agreement, only to a member of his or her family. The gift must be to a person approved by the site owner but the site owner cannot withhold his or her approval unreasonably.

If a resident considers that the site owner is withholding his or her approval unreasonably he or she can apply to the court, or an arbitrator, for an order requiring the site owner to give approval. The resident does not have to pay the site owner commission if he or she gives the mobile home to a member of his or her family.

In the Act 'family member' is defined as: 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

If the resident's spouse was living with him or her in the mobile home when he or she died, that person will inherit the agreement with the site owner and all the rights he or she had.

If there is no such spouse, any member of the resident's family who was living with him or her in the mobile home when he or she died can inherit the agreement and his or her rights. In these cases, the rights given by the Mobile Homes Act 1983 and the express terms of the agreement will all continue to apply.

When a resident dies and they are the sole occupier, the rules are different. The person who inherits the mobile home will have the right to sell the home on site, and to pass on the full benefit of the agreement between the site owner and the deceased to the purchaser. The sale will be subject to normal rules about sales on site.

The person who inherits the mobile home will not, however, have the automatic right to live in it, nor to give it to a member of his or her family, unless the site owner agrees that he or she can.

During the period between the death of the resident and the sale of the mobile home, the other terms and conditions of the agreement will continue to apply to the person who inherits the home.

He or she will, for example, be liable for the pitch fees and for the maintenance of the mobile home as required by the agreement. In the same way, the agreement will continue to apply to the site owner, except that he or she will not be able to ask the court, or an arbitrator, to end the agreement on the grounds that the resident is not living in the mobile home.

An agreement between a site owner and a resident is binding not only on the site owner who made the agreement but also on any new owner of the site. Thus agreements will continue to apply in full if the site is sold or the site owner dies and a new owner inherits the site.

The agreement between site owner and resident set out in the written statement will normally include express terms which fix the pitch fee the resident has to pay the site owner, when it is to be paid (weekly or monthly, etc) and how it is to be reviewed each year. The site owner can at first only ask the resident to pay the pitch fee mentioned in their agreement and he or she can only increase (or reduce) the pitch fee as the agreement allows him or her to.

If an agreement does not include any of these terms about pitch fees, either the site owner or the resident can go to court, or to an arbitrator, within six months, to ask for them to be added.

Both site owner and resident also have six months in which to ask the court, or an arbitrator, to change the terms about pitch fees in their agreement. The rules about adding to or changing the terms about pitch fees are the same as those for other express terms of the agreement.

Residents and site owners should think very carefully about the initial level of pitch fee and about the arrangements for it to be increased.

Any charges for services, for example, which the site owner asks the resident to pay, should be included in the express terms of the agreement set out in the written statement. Both resident and site owner can try to get them changed as they can other express terms of the agreement.

It is up to the resident and the site owner to agree what express terms should be included in their agreement, though those terms must not conflict with the rights given by the Mobile Homes Act 1983.

For residents on site before 20 May 1983, the terms will be those which applied on that date.

For people who came on to site after 20 May 1983, the terms are those which the resident agrees with the site owner. The agreed terms must be set out in the written statement the site owner gives the resident.

Neither party can change the rights given by the Mobile Homes Act 1983 but they can agree to change or remove other terms or to add terms (see below) or they can ask a court, or arbitrator, to do so.

If the resident and site owner cannot agree on additional terms, they can ask a court, or arbitrator, who can order that terms must be added to the agreement about the payments a resident has to make (see above) and also:

- to provide for the resident's quiet enjoyment - that is, for the resident to be able to live in the mobile home without interference
- to say what services the site owner will provide, what improvements he or she will make to those services and what use the resident is entitled to make of them
- to provide for the way in which the amenity of the site is to be preserved
- to provide for the site owner to repair and maintain the site
- to provide for the resident to repair and maintain his or her mobile home
- to provide for the site owner to have access to the pitch on which the resident's mobile home is stationed.

Either party must apply to court, or to an arbitrator, within six months of the date the site owner gives the resident the written statement, for any of these terms to be added. The court or arbitrator will then add terms on a basis which they consider just and equitable.

After the six months is up, the site owner and resident can only add terms to their agreement if both agree.

If the resident and site owner cannot settle a dispute, they can ask a court or an arbitrator to sort it out. Either of them can apply:

- for the terms of the agreement to be changed or new terms to be added
- to settle a dispute about the way in which the agreement works.

The resident can also apply

- to claim a written statement.

The site owner can also apply

- to bring his or her agreement with a resident to an end.

The appointment of an arbitrator must be agreed between site owner and resident. If they cannot agree, they must ask the court to settle their dispute.

The agreement set out in the written statement may include express terms saying that disputes are to be settled by arbitration and who the arbitrator is, or how he or she is to be appointed.

Both resident and site owner can challenge these express terms as they can other express terms. Arbitration may sometimes be quicker and cheaper than the courts, but residents and site owners should consider the terms about arbitration in their agreements very carefully.

Once they have agreed to use an arbitrator and accepted the terms that deal with his or her appointment they must refer their disputes to him or her and accept his or her judgment.

They will not have the choice of going to court - unless either of them has reason to believe that the arbitrator may be biased (perhaps because he or she is related to, or has a business connection with, the other party).

If one party believes the arbitrator is biased, he or she can ask the court to set aside the appointment of the arbitrator and any decision the arbitrator has made.

If there are no express terms about arbitration in their agreement, the site owner and resident can still agree in writing to appoint an arbitrator instead of going to court.

The park homes industry has established an arbitration scheme to resolve pitch fee disputes. This is administered by the Chartered Institute of Arbitrators.

Maximum prices are fixed for the re-sale of mains electricity and gas. A resident who pays for these by a meter supplied by the site owner should not be charged more than the maximum price laid down for the amount of electricity or gas he or she has used.

Renting a mobile home

The Mobile Homes Act 1983 does not apply to residents who rent their mobile homes. They may, however, have other forms of protection - depending on their circumstances - in particular whether or not the mobile home is firmly fixed to the ground and connected to services.

In general, residents who rent their homes from private site owners and whose letting agreements started before 15 January 1989 may be protected by the Rent Acts if they fulfil the conditions in the Acts. Those who are protected may have the right to apply to the rent officer to have a fair rent registered and they may have security of tenure in their home.

Residents whose letting agreements started on or after 15 January 1989 may be assured tenants, or assured shorthold tenants, with security of tenure, under the Housing Act 1988, if they fulfil the conditions in the Act.

A mobile home as a holiday let

The Mobile Homes Act 1983 does not apply to people who use their mobile home or caravan for holidays. But if a holiday caravan owner agrees with the site owner that he or she should come and live in the caravan as his or her main residence, he or she will have the full protection of The Mobile Homes Act 1983 as described above.