



Office of the  
Deputy Prime Minister

Creating sustainable communities

# Mobile Homes

A guide for residents and site owners



# housing

*This booklet does not give an authoritative interpretation of the law; only the courts can do that. Nor does it cover every case. If you are in doubt about your legal rights or obligations you should ask for information from a Citizens Advice Bureau or see a solicitor. Help with all or part of the cost of legal advice may be available under the Legal Aid Scheme.*

## Contents

<b>The Mobile Homes Act 1983</b>	4
The written statement	5
<b>Security of tenure</b>	8
Bringing the agreement to an end	8
Resiting	10
<b>Sales and gifts of mobile homes</b>	11
<b>Inheritance and changes of site ownership</b>	12
<b>Pitch fees and the other terms of the agreement</b>	14
<b>Disputes</b>	16
<b>Other issues</b>	18
Conditions on site	18
Gas and electricity	18
Renting a mobile home	19
Council tax	21
Holiday homes	22
The mobile home in law	22
Value Added Tax	23
Sample written statement under the Mobile Homes Act 1983	24



## Mobile homes

The Mobile Homes Act 1983 made important changes in the way the law applies to mobile home sites. The Act 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, this booklet may apply to you. It appears in the series of housing booklets produced jointly by the Office of the Deputy Prime Minister and the Office of the National Assembly for Wales. This booklet has also been produced jointly with the Scottish Executive Development Department. The housing booklets are free from rent offices, Citizens Advice Bureaux, housing aid centres and local authorities.

*\*In this booklet, the phrase 'mobile home' is used to refer to structures that may also be defined as residential caravans and park homes and 'site' to describe a park. Terms commonly used by the trade are not always the same as those in the legislation.*

## The Mobile Homes Act 1983



### Who is affected by the Act?

Owners of residential mobile home sites and all residents who own the mobile home in which they live and rent the pitch from the site owner. 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 (see page 19);
- people who use a mobile home or caravan for holiday purposes (see page 22).

### *Which sites does the Act apply to?*

Privately owned licensed sites and sites owned by local authorities (but not local authority gipsy sites).

### *What rights does the Act provide for mobile home residents?*

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 (see page 8);
- the right to sell a mobile home on site (see page 11);
- the right to give a mobile home to a member of the resident's family (see page 12);
- rights concerning the inheritance of a mobile home (see page 12).

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 (see pages 14-16).



### The written statement

#### *Does the site owner have to tell a resident what his or her rights are?*

Yes. 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.

#### *What rules must the written statement follow?*

It must be in the form laid down by law (an example is shown on pages 24-30) and must:

- give the names and addresses of site owner and resident and the date the agreement between them began (Part I of the example);
- include a description of the pitch on which the mobile home is stationed (Part I of the example);
- say if the site owner's interest in the land or his or her planning permission for the site are temporary (Part I of the example);
- set out information for residents as required by law (Part II of the example);
- set out the *implied terms* of the agreement. This means the rights which the Mobile Homes Act 1983 says the agreement must give residents (Part III of the example);
- 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 (Part IV of the example).

### *What are the express terms about?*

The *express terms* will normally cover pitch fees and other charges, the services a site owner provides and the obligations of residents (see page 14).

### *What happens if the site owner does not provide a written statement?*

If the site owner does not provide a written statement in the required period (see page 5) the resident can ask a court or an arbitrator\* (see pages 16-17), 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 (see pages 4 and 8-13) apply whether or not a site owner provides a written statement.

### *Can the contents of the agreement be changed?*

The rights given by the Mobile Homes Act 1983 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.

### *What should the resident do if he or she is unhappy about any of the express terms of the agreement?*

A resident who finds any of the *express terms* of the agreement unacceptable, or who would like to see extra terms added, should ask the site owner if he or she is prepared to make changes. If the site owner refuses, the resident can apply to court, or to an arbitrator, to ask for the changes to be made. The resident can ask for any of the *express terms* to be changed or removed. He or she 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 (see page 15). 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. For more information about *express terms* see pages 14-16. The rules about courts and arbitrators are set out on pages 16-17.

\*Reference to 'court' means the county court in England and Wales, and the sheriff court in Scotland. The arbitrator is known as the arbiter in Scotland.

### *How long does the resident have to challenge the express terms?*

The 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.

### *Can the site owner try to change the express terms?*

Yes. The site owner has the same rights as the 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.

### *What happens if neither site owner nor resident takes action within six months?*

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 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.

## Security of tenure

### *How long can a resident keep the mobile home on site?*

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 (see page 25 – Part I). 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.



### Bringing the agreement to an end

#### *How does a resident bring an agreement to an end?*

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.

#### *How does a site owner bring an agreement to an end?*

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:

- that the resident is not living in the mobile home as his or her main residence;
- 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;

- 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.

### *How can a resident be made to leave?*

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. In Scotland, a decree of removing is the equivalent of an eviction order.

*What should a resident do if he or she is being harassed or threatened with eviction?*

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.

*Can a resident recover payments he or she has made once the agreement has come to an end?*

Yes. 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.



**Resiting**

*Can a site owner 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.

*\*In Scotland, prosecutions are brought by the Procurator Fiscal.*

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.

## Sales and gifts of mobile homes

### *Can a resident sell his or her mobile home on site?*

Yes. The 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.

### *Can a site owner claim a commission on a sale?*

Yes. The site owner can claim a commission up to a maximum fixed by law,\* currently set at 10 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.

### *Can a site owner buy the mobile home?*

Yes, if the resident wants to sell to him or her. 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.

\*Order made by the Secretary of State (SI 1983/748).

### *What are the rules about giving a mobile home to someone else?*

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. For the rules about who counts as a member of the resident's family, see page 13.

## **Inheritance and changes of site ownership**

### *Can a member of a resident's family inherit his or her agreement with the site owner?*

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.

### *What happens if no member of a resident's family is living with him or her when he or she dies?*

In this case, 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 (see page 11). 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.

### *What happens if the ownership of the site changes hands?*

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.

### *Who counts as a member of the family for the purposes of an agreement under the Act?*

The definition 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.

## Pitch fees and the other terms of the agreement

This section describes the rules about the *express terms* of the agreement between site owner and resident. Both parties have the right to ask the court or an arbitrator to change these terms, within six months of the date the site owner gives the resident the written statement. If either party is in any doubt about the terms, he or she should get legal advice.

### *What are the rules about pitch fees?*

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 (see pages 6-7). Residents and site owners should think very carefully about the initial level of pitch fee and about the arrangements for it to be increased.

### *What other charges can a site owner impose?*

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 (see pages 6-7).

### *What other terms should be included in agreements?*

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 (see page 4) but they can agree to change or remove other terms (see pages 6-7) or to add terms (see below) or they can ask a court, or arbitrator, to do so.

### *What terms can the resident or site owner ask to be added to agreements?*

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 page 14) and also:

- to provide for the resident's quiet enjoyment (in Scotland, undisturbed possession) – 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.

## Disputes

### *How can a resident and site owner settle a dispute if they cannot agree between them?*

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 (see pages 6-7);
- to settle a dispute about the way in which the agreement works.

The resident can also apply:

- to claim a written statement (see page 5).

The site owner can also apply:

- to bring his or her agreement with a resident to an end (see page 8).

### *How do the resident and site owner decide whether to go to court or to an arbitrator?*

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

\*Reference to 'court' means the county court in England and Wales, and the sheriff court in Scotland. The arbitrator is known as the arbiter in Scotland.

*express terms* (see pages 6-7). 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.

### *Is there an alternative form of arbitration?*

The park homes industry has established an arbitration scheme to resolve pitch fee disputes. This is administered by the Chartered Institute of Arbitrators. For further information, contact the Institute at 24 Angel Gate, City Road, London EC1V 2RS.

## Other Issues



### Conditions on site

#### *What are the rules about conditions on mobile home sites?*

Privately owned sites must have a licence from the local authority, which will normally carry conditions affecting such matters as:

- how many mobile homes there may be on site;
- landscaping;
- fire precautions;
- health and safety.

The site owner must keep to the conditions attached to the licence. Any complaints about site conditions which cannot be resolved by discussion with the owner should be made to the local authority. Guidance is issued on licence conditions by the Office of the Deputy Prime Minister and the Office of the National Assembly for Wales in the form of model standards.\* There are similar model standards for sites in Scotland issued by the Scottish Executive Development Department.

#### *Must site owners display their site licence?*

Yes. A copy of the site licence must, by law, be displayed where residents can see it.



### Gas and electricity

#### *Is there a maximum price for metered gas and electricity?*

Yes. 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. Any resident who thinks he or she may have been overcharged should contact **energywatch** (phone 0845 906 0708).

\*The current standards (1989) are available from The Stationery Office in separate versions for permanent residential sites and holiday caravan sites (ISBN Nos 011 752217/8)



## Renting a mobile home

### *What rights does a resident who rents his or her mobile home from the site owner have?*

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. Information about the fair rent system and security of tenure under the Rent Acts is given in housing booklet *Regulated Tenancies*.

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. See housing booklets *Assured and assured shorthold tenancies – a guide for landlords or tenants*.

In Scotland, residents who rent their homes from private site owners may be protected under either the Rent Acts or the Housing (Scotland) Act 1988, depending on whether their letting agreements started before or after 2 January 1989. Further information is given in corresponding booklets produced by the Scottish Executive Development Department, *Assured Tenancies in Scotland – Your Rights and Responsibilities and Regulated Tenancies in Scotland – Your Rents, Rights and Responsibilities*.

Residents who rent their homes from local authorities may have rights under the Tenants' Charter and may also have the right to buy their

mobile homes. Information about these rights is given in housing booklet *Your Rights As A Council Tenant – The Council Tenants Charter*, and in the booklet *Your Right to Buy your Home*.

***Where can residents who rent their mobile homes find out more about their rights?***

The housing booklets referred to above are free and should be available from rent offices, council offices and housing aid centres. The rights of residents who rent their mobile homes will, however, depend on the details of their own situation. A resident who wants to find out exactly what his or her position is should get advice from a solicitor or a Citizens Advice Bureau.

***Can mobile home residents get help in paying their rent?***

In many cases, yes. People who own the mobile home in which they live and rent the pitch from the site owner, and those who rent the mobile home itself may be able to claim a rent allowance or rebate under the housing benefit scheme, depending on their income, size of family, the level of rent, and the cost and size of the property. Details of the housing benefit scheme are available from local authorities' Housing Benefit Departments. Information can also be obtained from a Citizens Advice Bureau.



## Council tax

### *How does council tax affect mobile home residents?*

A mobile home which is someone's sole or main residence (ie his or her main home) is subject to council tax. Responsibility for the bill falls on the resident. A 25 per cent discount applies if he or she lives alone.

A residential mobile home which is temporarily empty is still considered to be a dwelling for council tax purposes. Unoccupied mobile homes may be exempt from council tax for up to six months whether furnished or not.

Within a local area, the council tax will vary between the different council tax valuation bands according to proportions laid down by law. These proportions are set out in the ODPM booklet *Council Tax – Valuation and Banding*. Most mobile homes fall within the lowest valuation band, and the residents therefore pay the lowest possible rate of council tax for their area. Some homes, however, will be in a higher band, and therefore attract a higher council tax.

Permanently sited caravans which are no one's sole or main residence are normally subject to non domestic rates, for which the site owner is responsible. The rates bill for the whole site is paid by the site owner who can agree with the occupants how he can recover the appropriate amount for holiday caravans. If residents on mixed holiday and residential sites want further information on whether their caravan is subject to council tax, they can ask the appropriate council or local valuation office for details of the council tax valuation list.

### *How can I find out about my valuation?*

The Listings Officer (an officer of the Valuation Office Agency based at the local valuation office), not the council, is responsible for the valuation and banding of dwellings. Each council responsible for collecting the council tax (normally the borough or district council) has a copy

of the valuation list for its area from the Valuation Office Agency. This list is available for public inspection at council offices or at the local office of the Valuation Office Agency.

### *Council tax benefit scheme*

Council tax benefit of up to 100 per cent is available for council tax payers who are on income support or low incomes. The amount of benefit depends on the amount of the council tax bill, income, savings and personal circumstances. Taxpayers already getting housing benefit will not usually need to make a separate application for council tax benefit. Local authorities administer the council tax benefit scheme and will be able to advise on benefit entitlements for individual cases.



### *Holiday homes*

#### *Can someone who uses a mobile home or caravan for holidays get the protection of the Mobile Homes Act 1983?*

Not necessarily. The Mobile Homes Act 1983 does not apply to people who use their mobile home or caravan for holidays. It only applies to people who have agreements to station their home on land forming part of a “protected site”, **and** to occupy the home as their “only or main residence”. A site which has planning permission or a site licence granted for holiday use only, or which is subject to a condition that it must be closed for part of the year is **not** a protected site.

This means that people who live on such sites, even if occupying a mobile home as their main residence, do not come under the protection of the Mobile Homes Act 1983.

For the planning consent and/or site licence to be changed the site owner must approach the Local Authority to change the use of land. The Local Authority may or may not grant permission for change of use following such an application, or may grant it subject to conditions.



## The mobile home in law

### *What is the legal definition of a mobile home?*

The legal definition of a mobile home is the same as that for a caravan. Broadly speaking, it covers any structure designed or adapted for people to live in which is capable of being moved from one place to another (whether by being towed or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted. This does not include railway stock on a railway line which is in use, nor tents. It does include twin units separately constructed and designed for assembly on site, provided that the twin unit is physically capable of being moved when assembled (whether by being towed or by being transported on a motor vehicle or trailer). The twin unit must be no more than 60ft (18.288 metres) long, 20ft (6.096 metres) wide and the living accommodation no more than 10ft (3.048 metres) high.

The question of whether any individual mobile home is within this definition can only be decided finally by a court. If you are not sure whether the definition applies to your mobile home you should consult your local authority or Citizens Advice Bureau or seek advice from a solicitor.



## Value Added Tax

### *Is the site owner's commission on a sale liable for VAT?*

No, the commission is exempt from tax. But if the site owner acts as an agent in selling a home, any charge he or she makes for these services is taxable.\*

\*Further information on VAT regulations for mobile homes can be obtained from HM Customs and Excise VAT leaflet No 701/20, available from local VAT offices.



## Sample written statement under the Mobile Homes Act 1983

Important – please read the statement carefully and keep it in a safe place. It sets out the terms on which you are entitled to keep your mobile home on site and tells you about the rights given you by law. If there is anything you do not understand you should get advice (for example, from a solicitor or a Citizens Advice Bureau).

### Part I

1. You have an agreement to which the Mobile Homes Act 1983 applies
  
2. The parties to the agreement are .....  
 .....  
 .....  
*(name and address of mobile home occupier)*  
 .....  
 .....  
*(name and address of site owner)*
  
3. The agreement commenced on .....  
*(fill in date)*
  
4. The particulars of the land on which you are entitled to station  
 your mobile home are .....  
 .....

[5. The site owner's estate or interest in the land will end on  
..... ; or  
(fill in date)

the site owner's planning permission for the site will end on  
.....  
(fill in date)

*This means that your right to stay on the site will not continue after that date unless the site owner's interest or planning permission is extended.]  
Cross out words in square brackets if they do not apply.*

## Part II

### Information

1. Because you have an agreement with a site owner which entitles you to keep your mobile home on his site and live in it as your home, the Mobile Homes Act 1983 gives you certain rights, affecting in particular your security of tenure and the sale of your mobile home.
2. These rights, which are contained in the implied terms set out in Part III of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which this Act applies.
3. A full explanation of your rights can be found in the booklet *Mobile Homes*, produced jointly by the Office of the Deputy Prime Minister, the Office of the National Assembly for Wales and the Scottish Executive Development Department. The booklet is available free from council offices and housing aid centres and you are advised to read it.

4. If you are not sure what any of the terms of your agreement mean or how they will work in future, you should get advice at once from a solicitor or Citizens Advice Bureau.
5. If you are not happy with any of the express terms of your agreement (as set out in Part IV of this statement) you should discuss them with the site owner, who may agree to change them. But if you are still not satisfied you can challenge the agreement in two ways, as explained in paragraphs 6 to 9 below, provided you do so within six months of the time you are given this statement.
6. A challenge can be made either in the county court (in Scotland, the sheriff court) or before an arbitrator (in Scotland, an arbiter). You can:
  - (a) ask for any of the express terms of the agreement (those set out in Part IV of this statement) to be changed or deleted;
  - (b) ask for further terms to be included in the agreement concerning the matters set out in Part II of Schedule I to the Act (see paragraph 9 below).

The site owner can also go to court or to an arbitrator to ask for the agreement to be changed in these two ways.

7. The appointment of an arbitrator may be provided for in one of the express terms of the agreement. If not, you and the site owner can still agree in writing to appoint an arbitrator to settle a dispute between you.
8. The court or the arbitrator must make an order on terms they consider just and equitable in the circumstances. If you wish to challenge your agreement, you should get advice from a solicitor or Citizens Advice Bureau.

9. The matters set out in Part II of Schedule I to the Act are as follows:
  - (a) the right of the occupier to quiet enjoyment or, in Scotland, undisturbed possession of the mobile home;
  - (b) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
  - (c) the review at yearly intervals of the sums so payable;
  - (d) the provision or improvement of services available on the protected site, and the use by the occupier of such services;
  - (e) the preservation of the amenity of the protected site;
  - (f) the maintenance and repair of the protected site by the owner, and the maintenance and repair of the mobile home by the occupier;
  - (g) access by the owner to the land on which the occupier is entitled to station the mobile home.
  
10. If no application to court or an arbitrator is made within the six months time limit, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

## Part III

### Implied Terms

*Under the Act, certain terms must be contained in your agreement. This part of the statement sets out those terms.*

#### ***Duration of agreement***

1. Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site shall subsist until the agreement is determined under paragraph 3, 4, 5 or 6 below.

2. (1) If the owner's estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the owner's estate or interest determines. (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists shall not extend beyond the date when the planning permission expires. (3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

#### *Termination by occupier*

3. The occupier shall be entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

#### *Termination by owner*

4. The owner shall be entitled to terminate the agreement forthwith, if, on the application of the owner, the court:
  - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
  - (b) considers it reasonable for the agreement to be terminated.
5. The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the court is satisfied that the occupier is not occupying the mobile home as his only or main residence.
6. (1) The owner shall be entitled to terminate the agreement at the end of a relevant period if, on the application of the owner, the court is satisfied that, having regard to its age and condition, the mobile home:
  - (a) is having a detrimental effect on the amenity of the site; or
  - (b) is likely to have such an effect before the end of the next relevant period.

(2) In sub-paragraph (1) above, the ‘relevant period’ means the period of five years beginning with the commencement of the agreement and each succeeding period of five years.

### *Recovery of overpayments by occupier*

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6 above, the occupier shall be entitled to recover from the owner so much of any payment made by him in pursuance of the agreement as is attributable to a period beginning after the termination.

### *Sale of mobile home*

8. (1) The occupier shall be entitled to sell the mobile home and to assign the agreement to a person approved of by the owner, whose approval shall not be unreasonably withheld. (2) Where the occupier sells the mobile home, and assigns the agreement, as mentioned in sub-paragraph (1) above, the owner shall be entitled to receive a commission on the sale at a rate not exceeding such rate as may be specified by an order made by the Secretary of State.

*The maximum rate is presently fixed at 10 per cent by the Mobile Homes (Commissions) Order 1983 (SI 1983/748).*

### *Gift of mobile home*

9. The occupier shall be entitled to give the mobile home, and to assign the agreement, to a member of his family approved by the owner, whose approval shall not be unreasonably withheld.

### *Resiting of mobile home*

10. If the owner is entitled to require that the occupier’s right to station the mobile home shall be exercisable for any period in relation to other land forming part of the protected site:
  - (a) that other land shall be broadly comparable to the land on which the occupier was originally entitled to station the mobile home; and
  - (b) all costs and expenses incurred in consequence of the requirement shall be paid by the owner.

## Part IV

### *Express Terms of the Agreement*

*This part of the statement sets out the terms of the agreement settled between you and the site owner in addition to the implied terms.*

*Terms to be filled in by site owner.*

*The other housing booklets referred to in this booklet are:*

*Your Rights As A Council Tenant – The Council Tenants Charter.  
Regulated Tenancies.*

*Assured and assured shorthold tenancies – a guide for landlords or tenants.*

*Assured Tenancies in Scotland – Your Rights and Responsibilities.*

*Regulated Tenancies in Scotland – Your Rents,  
Rights and Responsibilities.*

If you would like further copies of this booklet, please contact the Office of the Deputy Prime Minister, ODPM Free Literature, PO Box No 236, Wetherby LS23 7NB.  
Tel: 0870 1226 236, Fax: 0870 1226 237. Text phone 0870 1207 405.  
E-mail: [odpm@twoten.press.net](mailto:odpm@twoten.press.net)  
Electronic version is available via the ODPM website  
at: [www.housing.odpm.gov.uk/order/hpog.htm](http://www.housing.odpm.gov.uk/order/hpog.htm)



Llywodraeth Cynulliad Cymru  
Welsh Assembly Government

Published by the Office of the Deputy Prime Minister,  
the Office of the National Assembly for Wales  
and the Scottish Executive Development Department.

Crown Copyright 2000. Reprinted in the UK May 2004 (04 HC 02176)  
on paper comprising 75% post consumer waste and 25% ECF pulp.

Product code 99 HC 0206.