

Factsheet 71

Park homes

February 2017

About this factsheet

This factsheet gives information about the law relating to park homes (also called mobile homes or caravans).

It is aimed at park homeowners who are entitled to use their home as a permanent residence, not people staying or living holiday caravans.

It includes points to consider when buying a park home and refers to organisations that offer advice and support to park home residents.

The information given in this factsheet is applicable in England and Wales. Please contact Age Scotland or Age NI for information applicable to those nations. Contact details can be found at the back of the factsheet.

Contact details for other organisations mentioned in the factsheet can be found under Useful organisations.

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1 Introduction

Park homes are typically prefabricated single-storey houses that are manufactured off-site and installed on land owned privately or by a local authority. They are also known as mobile homes or caravans.

To fall within the definition of a park home, the house must be capable of being moved in one or two pieces, either on its own wheels or by being towed or transported by another vehicle. It must not be more than 20 metres in length, 6.8 metres in width, and 3.05 metres from floor to the ceiling internally.

Most park home residents own their home but rent the pitch on which it stands, paying a pitch fee to the site owner. The pitch fee is usually payable monthly, but on some parks it can be paid weekly or even annually.

This factsheet sets out the key rights that park homeowners have. However, the majority of these only apply if your agreement with the site owner is '*protected*' under the *Mobile Homes Act 1983*. Your agreement is protected if both the following conditions apply:

- you are entitled to station your park home on land forming part of a '*protected site*'
- you are entitled to occupy it as your only, or main, residence.

A site is protected if its planning permission or site licence allows both:

- residential use of the site by some, or all, of the residents
- caravans to be stationed on the site all-year round.

If you are thinking of buying a park home to use as your only or main residence or moving your permanent home to a new park, it is extremely important that your agreement with the new site owner is protected. It is also very important for you to find out if the site owner's right to the land or planning permission is time limited, as this may affect your security.

You will not be in a strong position if you live full-time on an unprotected site, for example, a site licensed for holiday use only, or if you live full-time in a park home that is not supposed to be your only or main residence. You should seek advice immediately if you are in this position and are threatened with eviction.

The Leasehold Advisory Service (LEASE) provide free advice on the law relating to park homes in **England**, by telephone, letter or email, or in person. They have a range of advice guides on park homes on their website. Alternatively, you can contact a local advice agency like Citizens Advice or your local Age UK. In **Wales**, contact Citizens Advice, the Welsh Government or Age Cymru Advice.

2 Written statement

If you buy a new home, the site owner must provide you with a written statement at least 28 days before any agreement of sale is made. This must include:

- your name and address and the name and address of the site owner
- the date the agreement commences
- a description and plan of the pitch
- details of the site owner's interest in the land
- the date when the site owner's interest in the land or planning permission is due to end (if applicable) and an explanation of how this affects your right to stay
- terms '*implied*' into the agreement by law which cannot be overridden
- any additional terms agreed with the site owner ('*express*' terms)
- the pitch fee, the services included in it and the period for which it is payable
- the procedure for review of the pitch fee
- any additional charges.

If the site owner fails to produce a written statement, you can apply to the First-tier Tribunal (Property Chamber) in **England** or the Residential Property Tribunal in **Wales** for an order requiring a statement to be produced. In this factsheet, we call these bodies '*the Tribunal*'.

If you buy a pre-owned home from a resident of a park, the written statement is assigned to you at the time of sale. The express terms will already have been agreed by the previous resident and you have no right to demand they are varied.

3 Implied terms

Implied terms are statutory rights and cannot be changed by the site owner. They are the minimum rights that park homeowners have and they apply even if they are not written into the written statement.

3.1 Security of tenure

Security of tenure means how easy or difficult it is to evict you from your pitch, meaning you would have to sell the home or move it elsewhere.

You have the right to keep your home on the site you occupy indefinitely or for as long as the site owner's planning permission or their right to the land lasts. If there is a time limit, the site owner must include this information in the written statement. You can bring an agreement to an end at any point by giving four weeks' notice.

The site owner can only bring the agreement to an end by applying to the county court. There are three grounds for terminating an agreement:

- you do not live in your mobile home as your only or main residence.
- your home has a detrimental effect on the amenity of the site because of its condition. In this case, the court has power to adjourn the termination proceedings to allow repairs to be done.
- you have broken the terms of the agreement, for example, you are in arrears with your pitch fee, and the court thinks it is reasonable to end the agreement. The site owner must tell you that you have broken the agreement and give you enough time to put things right.

Any dispute about the terms of the agreement or the condition of the home normally needs to be resolved by the Tribunal before the court can decide whether it is reasonable to end the agreement.

The site owner can ask the court to end the agreement and make an order authorising them to regain possession of the pitch at the same time. You have the right to the return of money you have paid in advance when an agreement ends.

If you live on a protected site and are entitled to occupy your caravan as your only or main residence, it is a criminal offence for a site owner to evict you without a court order. It is an offence for them to carry out acts likely to interfere with your peace or comfort, to withdraw or withhold services from you.

It is an offence to knowingly or recklessly provide you with false or misleading information if they know, or have reasonable cause to believe, that doing so is likely to make you leave the site or refrain from exercising your rights. This includes cutting off services such as electricity or gas, being aggressive, or threatening to tow your home off the site.

Seek advice or contact your local authority or the police if this happens to you. Local authorities can prosecute site owners for offences of illegal eviction or harassment.

3.2 Re-siting of the park home

The site owner can move your home to another part of the park to carry out essential or emergency works such as:

- repairs to the base on which your home is stationed
- works or repairs needed to comply with any relevant legal requirements
- works or repairs in connection with restoration following a natural disaster such as a flood or landslide.

If the site owner wants to move your home for other reasons, they must apply to the Tribunal, who must be satisfied the move is reasonable. In all cases, the new pitch must be similar to the original one and the site owner must cover all expenses incurred in connection with the move such as the cost of transporting the home and reconnection charges.

If you are being moved so that the owner can replace or carry out repairs to the base, you have the right to insist on your home being returned to the original pitch on completion of the work.

3.3 Your rights to sell your home

You have the right to sell your home on the park, but the rules are different depending on when your pitch agreement was made or last '*assigned*'. An agreement is assigned when it is passed on to another person.

Relevant date

If your pitch agreement was made before 26 May 2013 in **England** or before 1 October 2014 in **Wales** (the '*relevant date*') and has not been assigned since then, you must send a '*Notice of proposed sale*' to the site owner.

The owner has 21 days to apply to the Tribunal for a refusal order, which can only be made on limited grounds. These include if the proposed new occupier or another member of their household would breach site rules because of their age or the fact they keep certain pets.

If your pitch agreement was made on or after the relevant date or has been assigned since then, you do not need the site owner to approve a buyer. This is the case even if they say their approval is necessary.

Regardless of when your pitch agreement was made or last assigned, you must give a prospective buyer a '*Buyer's information form*' and certain other required documents. Seek advice if you are unsure about your obligations, as failure to meet them can result in legal action being taken against you.

In all cases, a buyer must send a '*Notice of assignment*' form to the site owner within 7 days of the sale being completed and the site owner is entitled to a commission from the sale of up to 10 per cent.

The Department for Communities and Local Government produce a range of factsheets for park homeowners, including *Park homes: know your rights*. This has a flowchart taking you through the steps of selling or gifting your home depending on when your pitch agreement was made or last assigned. In Wales, see the Welsh Government's leaflet, *Mobile homes – know your rights*.

3.4 Your right to gift your home

You have the right to give or 'gift' your home and pitch agreement to a member of your family. The rules are different depending on when your pitch agreement was made or last assigned.

If your pitch agreement was made before the relevant date and has not been assigned since, you need to send a 'Notice of proposed gift' form to the site owner. The site owner has 21 days to apply to the Tribunal for a refusal order, which can only be made on certain limited grounds.

You do not have to send a formal notice if your pitch agreement was made on or after the relevant date or has been assigned since then. You must provide the site owner with evidence of your relationship to the person to whom you intend to gift your home.

In both cases, your family member must send a 'Notice of assignment' form to the site owner within 7 days of the transfer of ownership.

You do not have to pay a site owner commission on your gift.

Note

In this situation, family member means a partner, civil partner, spouse, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece or a relative by marriage or half-blood.

3.5 Inheritance

If you die whilst occupying the park home as your only or main residence, a member of your family living with you at the time inherits the agreement with the site owner and all your legal rights. A husband, wife or civil partner has preference over another family member.

If no member of your family lives with you at the time, whoever inherits the home has the right to sell it. They have no right to live in the home, but may do so with the site owner's permission.

3.6 Other implied terms

These include:

- **your right to 'quiet enjoyment' of the park home** – this means you must not be harassed or intimidated and the supply of utilities must not be interrupted.
- **the site owner's right of entry to the pitch (but not the park home itself)** – unless certain circumstances apply, the site owner must give you 14 days' written notice before entering your pitch.

- **the procedure for reviewing the pitch fee** – the pitch fee can only be reviewed annually and can only be changed with your agreement or if the Tribunal makes an order.
- **the site owner’s obligations** – the site owner is responsible for repairing the park home’s base, maintaining communal areas, and gas, electricity, water, sewerage or other services they supply. They must consult you if they make improvements to the site, particularly if they want these to be reflected in the pitch fee, and provide evidence to explain charges payable under the agreement on request and for free.
- **your obligations** – you must pay your pitch fee and service charges, keep your park home in a sound state of repair, maintain the outside of the park home and the pitch in a clean and tidy condition and, if requested, provide the site owner with documentary evidence of any costs or expenses in respect of which you are seeking reimbursement.
- **a ‘qualifying’ residents’ association**– a residents’ association that meets certain conditions (*‘qualifies’*) must be formally recognised by the site owner and must be consulted if the owner wishes to make changes to the operation and management of the site.

For more information, in **England** see the factsheet *Consolidated implied terms in park home pitch agreements* from the Department for Communities and Local Government:

www.gov.uk/government/publications/consolidated-implied-terms-in-park-home-pitch-agreements

In **Wales**, contact Citizens Advice, the Welsh Government or Age Cymru Advice.

4 Express terms

Express terms are agreed between the site owner and the park homeowner when an agreement is made. They cannot override or undermine any implied terms. They usually cover areas such as services provided by the site owner and their cost, the resident’s use of their home and pitch, their obligation to keep their home in repair and the site owner’s obligation to maintain the park and its facilities.

Express terms can be altered by agreement with the site owner or by order of the Tribunal. Within six months of entering into an agreement, you can apply to the Tribunal for a term to be inserted, deleted or varied. This does not apply if an existing agreement was transferred to you when the home was gifted or sold (*‘assignment’*), but express terms are sometimes varied as a condition of sale.

After six months, neither you nor the site owner has the right to change the express terms unless you both agree to do so.

The site rules form part of the express terms of the agreement. They may restrict occupation of the park to certain age groups or prevent you from keeping certain pets. Express terms that are not site rules are unenforceable if they are not contained in a written statement given to the occupier.

Site rules can only be made, varied or deleted if the site owner follows a very specific procedure and, once agreed, they must be deposited with the local authority within a specified time period. Contact your local authority if you are unsure about your site rules and want to look at any rules the site owner has deposited.

Certain site rules cannot be enforced as they are deemed to be unfair. These include rules:

- preventing you from selling or gifting your home to anyone but the site owner
- requiring you to provide the site owner with the home address and contact details of a proposed new occupier and other personal and financial information about them
- prohibiting you from making improvements to the home or pitch
- requiring you to pay certain unauthorised deposits or charges
- requiring you to use tradespeople appointed by the site owner or only purchase goods and services supplied by them.

A full list of unenforceable terms is given in the *Mobile Homes (Site Rules) (England) Regulations 2014*. In Wales, see the *Mobile Homes (Site Rules) (Wales) Regulations 2014*.

5 Site licence

Private mobile home parks must be licensed by the local authority. Sites owned by the local authority do not have to be licensed, but should operate to similar standards.

A licence is only issued if the park has planning permission. A copy of the licence must be displayed on the park notice board where it can easily be seen. The licence should state whether the park is for residential or holiday use and whether it has indefinite planning permission or a date of expiry if it is leased. It is extremely important to establish these two points if you are considering living on a park.

The licence sets out minimum standards in relation to the number of homes that can be stationed on the site, fire safety, health and safety and landscaping. Any complaints about site conditions that cannot be resolved with the owner of the site should be directed to the local authority.

6 Gas, electricity and water resale

The '*Maximum Resale Price*' is the maximum amount a site owner can charge you for gas, electricity, water and sewerage services. There is no Maximum Resale Price for liquefied petroleum gas (LPG or LP gas) in cylinders or bulk tanks.

For gas and electricity, the Maximum Resale Price is the amount your site owner paid for the energy plus VAT at the appropriate rate. The site owner can recover the supplier's standing charge by dividing it amongst you and the other residents according to your varying levels of consumption. For further information, contact the Citizens Advice consumer service.

Anyone reselling water or sewerage services should charge no more than the amount they are charged by the water company plus a reasonable administration charge. Maintenance costs for water or sewerage pipe work are not included in the resale price. These costs are usually recovered through the pitch fee or by separate agreement. For more information, contact the Office of Water Services (OFWAT).

7 Help with Council Tax and pitch fees

If your park home is your sole or main residence, you are responsible for paying Council Tax. A 25 per cent discount applies if you live alone. If you are on a low income, you may be able to claim Council Tax Support, known as the Council Tax Reduction Scheme in Wales.

If you own your park home and are on a low income, you may be able to get help towards your pitch fee and service charges through some social security benefits.

For more information, contact your local authority or an advice agency such as Citizens Advice or your local Age UK (Age Cymru in Wales).

8 Help with repairs, adaptations and improvements

If you need to make repairs or other home improvements such as disability-related adaptations, you may be able to get help from your local authority or other organisations like charities or a Home Improvement Agency. For more information see factsheet 67, *Home improvements and repairs*.

Seek advice before carrying out any major works to ensure this does not take your property outside the definition of a mobile home. For example, adding exterior cladding for extra insulation increases the width of your home and may take it outside the legal definition

For information on help available to make your home more energy efficient and allowances you can claim to cover heating costs, see factsheet 1, *Help with heating costs* or, in Wales, Age Cymru's factsheet 1w *Help with heating costs in Wales*.

9 What to consider before you buy a park home

Among the issues you need to consider before buying a park home, you should ask yourself:

- are you aware of your rights as a park homeowner?
- is the site licence indefinite and for a residential park?
- what would the express terms of the agreement be?
- can you tour the park unaccompanied, meet and talk to the residents?
- are the pitch fees and other charges clearly stated in the agreement?
- what are the site rules?
- is there a residents' association on the site?

10 Resolving disputes

Most disputes between park homeowners and site owners can be dealt with by the Tribunal. This includes disputes about pitch fees, the express terms of an agreement and the written statement. For guidance and application forms, see the relevant Tribunal website.

Alternatively, you can use an arbitrator if both you and the site owner agree to do so. The arbitrator's decision is binding and you cannot usually go to court at a later stage if you do not accept it.

There are pros and cons to using either of the above and you may want to take advice before making your decision. For more information about getting advice, see factsheet 43, *Getting legal advice*.

Useful organisations

British Holiday and Home Parks Association Ltd (The)

www.bhHPA.org.uk

Telephone 01452 526911

The representative body of the UK parks industry.

Citizens Advice

England or Wales go to www.citizensadvice.org.uk

In England telephone 0344 411 1444

In Wales telephone 0344 477 2020

National network of advice centres offering free, confidential, independent advice, face to face or by telephone.

Citizens Advice Consumer Service

www.citizensadvice.org.uk/consumer_service

Telephone 08454 04 05 06

Provides information and advice to consumers by telephone and online.

Department for Communities and Local Government (DCLG)

www.gov.uk/government/collections/park-homes

Telephone 0303 444 0000

Publishes a series of downloadable factsheets relating to park homes. In Wales, see the entry Welsh Government below.

First-tier Tribunal (Property Chamber)

www.gov.uk/housing-tribunals

See the website for details of local offices. In Wales, see the entry Residential Property Tribunal Wales below.

Independent Park Home Advisory Service (IPHAS) (The)

www.iphas.co.uk

Telephone 0800 612 8938 (advice for members, must quote membership number)

An advisory service for park homeowners. Membership fee required.

LEASE (Leasehold Advisory Service)

<https://parkhomes.lease-advice.org/>

Telephone 020 7832 2525

LEASE provide free advice on the law relating to park homes in England by telephone, letter or email, or face to face. They have a range of advice guides on park homes on their website.

National Association of Park Home Residents (NAPHR)

www.naphr.org.uk/

A voluntary advisory service for park home residents and those wishing to purchase park homes. Membership fee required.

National Caravan Council (The)

www.thencc.org.uk/

Telephone 01252 318251

The representative body for the residential park home industry.

Office of Water Services (OFWAT) (The)

www.ofwat.gov.uk

Telephone 0121 644 7500

The independent regulatory body set up to monitor and regulate the activities of the water companies.

Park Home Residents Action Alliance (PHRAA)

www.parkhomesphraanews.co.uk/

Telephone 01902 374987

A voluntary, national park home association working exclusively for the rights of park homeowners.

Residential Property Tribunal Wales

www.rpt.gov.wales

Telephone 03000 252 777

Welsh Government

www.wales.gov.uk

Telephone 0300 060 4400

The devolved government for Wales. Produces a range of downloadable factsheets relating to park homes, including *Mobile homes – know your rights*.

Age UK

Age UK provides advice and information for people in later life through our Age UK Advice line, publications and online. Call Age UK Advice to find out whether there is a local Age UK near you, and to order free copies of our information guides and factsheets.

Age UK Advice

www.ageuk.org.uk

0800 169 65 65

Lines are open seven days a week from 8.00am to 7.00pm

In Wales contact

Age Cymru Advice

www.agecymru.org.uk

0800 022 3444

In Northern Ireland contact

Age NI

www.ageni.org

0808 808 7575

In Scotland contact

Age Scotland

www.agescotland.org.uk

0800 124 4222

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To see the evidence sources used in this document please contact resources@ageuk.org.uk

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