



Park (Mobile) Homes (May 2006)

Ref IS/9

This information sheet refers to the situation in England. If you live in Scotland, Wales or Northern Ireland you may wish to contact:

Age Concern Scotland, Causewayside House, 160 Causewayside, Edinburgh EH9 1PR, tel: 0845 125 9732 (local call rate), website: www.ageconcernscotland.org.uk;

Age Concern Cymru, Units 13 & 14 Neptune Court, Vanguard Way, Cardiff CF24 5PJ, tel: 029 2043 1555 (national call rate); website: www.accymru.org.uk;

Age Concern Northern Ireland, 3 Lower Crescent, Belfast BT7 1NR, tel: 028 9032 5055 (national call rate) Monday to Friday 9.30am - 1pm.

This information sheet provides some basic information about legislation relating to park homes (also called mobile homes), rights of park home owners and park owners, charges for gas, electricity, water and council tax and where to find more information and support. It is intended for people who own a park home as their permanent residence or for those who are considering buying such a home.

Park homes are usually prefabricated single-storey houses that are manufactured off-site and installed on land that is owned privately or by a local authority. Most residents own their own homes and pay the park owner a pitch fee for the pitch on which the home is installed and for the

maintenance of the common areas of the park and for the services provided on the park. This pitch fee (sometimes called a site rent) is usually payable monthly but on some parks can be paid weekly or even annually. Because the residents do not own the land on which their home resides, they are not deemed to be owners of property in full sense, but have security of tenure under the 1983 Mobile Homes Act. This Act has been amended by the Housing Act 2004 which came into force on 18 January 2005.

You are protected by the Act if you own your park home and live in it on a permanent basis as your only residence. The Act does not cover you if you only use the home for holidays or if you rent the mobile home itself from the site owner.

The written statement

The Housing Act 2004 states that if you buy a new park home, the park owner must provide you with a written statement of the terms of occupation at least 28 days before any agreement of sale is made. If the site owner fails to produce a written statement at all, the park home owner can apply to the court at any time after the making of an agreement for an order requiring the site owner to produce the written statement.

The statement must contain the name and address of the site owner and resident and the date the agreement between them began, a description of the pitch to which the agreement relates together with *implied* and *express* terms. Implied terms (listed below) are statutory rights and cannot be changed. The express terms are specific to the park and will cover such matters as pitch fees and how and when they can be increased, service charges, details about maintenance responsibilities for the site and the homes. The express terms will not be enforceable by the site owner if the written statement was not provided 28 days in advance as required, but they can be enforced by the residents if the terms would work in their favour.

The express terms can be altered either by agreement or by order of the court or an arbitrator. You have six months from the date of the issue of the written statement or six months from the date of the making of the agreement (whichever is later) in which you can apply for the changes to be made. After six months has passed neither the park home owner nor the site owner has the right to change the express terms unless they both agree to do so.

In practice the Written Statement now most widely used is the model form issued by the British Holiday and Home Parks Association (BH&HPA), the National Park Homes Council (NPHC) and the National Caravan Council (NCC).

If you buy a pre-owned home from a resident on the park, the Written Statement is assigned to you at the time of sale. The terms will have already been agreed by the previous resident and you have no right to ask for a change in the express terms.

The Housing Act 2004 gives the Secretary of State the power to amend the implied terms of the agreement. The first time this is done, the changes will apply retrospectively and all existing agreements will have to be changed. This is not likely to happen until late 2006.

Security of tenure

You have the right to keep your home on the site you occupy indefinitely or for as long as the park owner's planning permission or the right to the land lasts. If there is a time limit the site owner must include this information in the written statement.

The site owner can only bring the agreement to an end by applying to court or an arbitrator. There are only three grounds for the termination of the agreement:

- You are not living in your mobile home as your main residence;
- Your home is having a detrimental effect on the amenity of the site because of its condition or it is likely to do so within the next five years. (The Housing Act 2004 has removed the age of a home as a criterion for ending an agreement). The court can adjourn the termination proceedings to allow for repairs to be done ;
- You have broken the terms of the agreement and the court/arbitrator 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.

The site owner can normally apply to the court to end the agreement and for an eviction order in the same time. An arbitrator cannot grant an eviction order. You have the right to the return of any overpayment that you have made when an agreement ends.

If a site owner tries to evict you without a court order, harasses or threatens you, he is committing a criminal offence under the Caravan Sites Act 1968 and you should take advice and/or contact your Local Authority or police. The Local Authority has the power to prosecute for offences of harassment or unlawful eviction. The Caravan Sites Act 1968 was amended by Housing Act 2004 to give mobile home residents more protection. The amendment makes it an offence for a site owner to do 'acts likely to interfere with the peace or comfort' of the occupier, rather than 'acts calculated to interfere' as previously. The new offence means that it is no longer necessary to prove intent on the part of a site owner- it is enough if a site owner or his agent knew, or had reasonable cause to believe, that his conduct would have that result. Examples of behaviour which constitute harassment are cutting of services such as electricity or gas, being aggressive, threatening to tow the home off the site etc.

The park owner can move your home to another part of the park (permanently or temporarily) only if your Written Statement allows him to and:

- The new pitch must be broadly comparable to the original one;
- The site owner covers all expenses incurred by the move such as the move itself and reconnection charges.

A resident can bring an agreement to an end at any time by giving four weeks notice.

Your right to sell your home

You have the right to sell your home on the park to a person approved by the park owner. The park owner must give approval or a valid reason for disapproval within 28 days. If the park owner does not make a decision within the prescribed time, then the park home owner can apply to the court for an order declaring that the prospective purchaser is approved or to seek damages for breach of contract.

The Park Owner is entitled to a commission from the sale (currently set at a maximum of 10%).

Your right to gift your home

You have the right to give your home and pass on the agreement to a member of your family subject to the approval of the site owner to the new resident; such approval must not be unreasonably withheld. If you think that he or she withholds the approval unreasonably you can apply to the court or an arbitrator requiring the site owner to give the approval. You do not have to pay the site owner commission on your gift.

Inheritance

If you die, a member of your family living with you at the time will inherit the agreement with the site owner and all your legal rights.

If there is no member of family living with you at the time, whoever inherits the home has the right to sell the home (see above). The person inheriting the agreement has no right to live in the home but may do so with the park owner's permission.

Change of the ownership of the park

If the park is purchased by a new owner then all agreements made with the previous owner will continue to apply.

Caravan Sites and Control of Development Act 1960

All mobile home parks have to be licensed by the Local Authority. The licence will only be 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 will state whether the park is for residential or holiday use and whether the park has indefinite planning permission or a date of expiry if leasehold. It is important to determine these two points when considering living on a park.

The licence will also contain conditions which specify minimum standards which must be achieved by the site owners with regard to such matters as: how many mobile homes there may be on site, fire precautions, health and safety, landscaping. Any complaints about site conditions which cannot be resolved with the owner of the site should be directed to the Local Authority.

Parks owned by local authorities will not have a licence but should still operate to similar standards.

The Park Home Owners Charter

The British Holiday and Home Parks Association and The National Park Homes Council (see page 7 for contact details) have jointly drawn up The Park Home Owners Charter. The charter aims to help park owners and residents to understand and use the law in a fair and even way and explains the statutory rights and obligations. However only those park owners who are members of either organisation are subject to the disciplinary and conciliation procedures described in the charter. To find out which park owner is a member of either organisation or to receive a copy of the Charter contact either of the organisations.

Gas, Electricity and Water Resale

The Maximum Resale Price is the maximum amount a landlord or park owner can charge you for gas or electricity. The maximum amount that your park owner can now charge for gas or electricity is the amount that they have paid for it, plus VAT at the appropriate rate. Your park owner can also recover the supplier's standing charge, by dividing on a pro-rata basis amongst tenants according to their varying levels of consumption. There is no maximum resale price for gas (LPG) in cylinders or bulk tanks. For further information contact Energywatch, the independent gas and electricity consumer watchdog (see page 8 for contact details).

There is also a maximum resale price for water or sewerage services which came into effect from April 2001. 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 Office of Water Services OFWAT (see page 8 for contact details).

Council Tax

If a mobile 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 low income you might be able to claim Council Tax Benefit (contact your local council for advice).

Help with pitch fees or rent

If you own your mobile home and you are on low income you might be able to get to help pay pitch fees through benefit system; get advice from your local Benefit Agency.

Help with repairs, improvements and adaptations

Mobile home owners may be able to obtain help from local authority to carry out repairs, improvements or adaptations. For more information see Age Concern factsheet 13, *Older home owners – financial help with repairs and adaptations*. (To obtain a copy see page 9 for details).

Ensure that any work carried out on your home would not take it outside the definition of a mobile home. For example, adding exterior cladding for extra insulation will increase the width of your home and may take it outside the definition.

Things you might want to consider when buying a park home

- Is your chosen park a member of BH&HPA and/or NPHC (members of the organisations who subscribe to the voluntary Charter)?
- Are you fully aware of your rights as a mobile home owner?
- What are the express terms of your park?
- Can you tour the park unaccompanied, meet and talk to the residents?
- Are the pitch fees and other charges clearly stated in the agreement; how and when can the charges be increased?
- What are the site rules and how can they be changed?
- Is there a residents association on the site?
- Is the site licence indefinite and for a residential park?

Further information

Publications

Mobile homes: A guide for residents and site owners. Available free from Publication Centre, PO Box 236, Wetherby, West Yorkshire LS23 7NB.

Tel: 0870 1226 236, Textphone: 0870 1207 405; or from the Office of the Deputy Prime Minister, website: www.odpm.gov.uk.

The Park Homes Charter: Your guide to buying, living in, and selling your Park Home. Available from The British Holiday and Home Parks Association Ltd. or The National Park Homes Council (see below).

National Trade Organisations

The British Holiday and Home Parks Association Ltd.

The representative body of the UK parks industry
Chichester House, 6 Pullman Court, Great Western Road,
Gloucester GL1 3ND; Tel: 01452 526911, website: www.ukparks.com.

The National Park Homes Council

NPHC is the representative body for the residential park home industry.
Catherine House, Victoria Road, Aldershot, Hants GU11 1SS;
Tel: 01252 318251, website: www.theparkhome.net.

National Residents Associations

The Independent Park Home Advisory Service (IPHAS)

An advisory service for park home owners; membership fee £5.00 year.
IPHAS, 17 Ashley Wood Park, Tarrant Keyneston, Blandford Forum,
Dorset DT11 9JJ; website: www.iphas.co.uk.

National Association for Park Home Residents (NAPHR)

N.A.P.H.R is a voluntary advisory service for park home residents, and those wishing to purchase mobile homes. Membership fee required.
38 B Abergele Road, Colwyn Bay, North Wales LL29 7PA, Tel: 01492 535677; website: www.naphr.com

Park Home Residents Action Alliance (PHRAA)

5 Silver Poplars, Kingswood, Albrighton, Wolverhampton,
South Staffs, WV7 3AP; Tel: 01902 373462; website: www.phraa.co.uk.

Energywatch

4th Floor, Artillery House, Artillery Row, London SW1P 1RT
Tel: 08459 060708; RNID Typetalk: 18001 0845 060708, website:
www.energywatch.org.uk.

Ofwat

Office of Water Services, Centre City Tower, 7 Hill Street, Birmingham B5 4UA; tel: 0121 6251300, website: www.ofwat.gov.uk.

Further information from Age Concern

If you would like to receive this information

- in large print or
- all the other Age Concern Factsheets and Information Sheets referred to throughout this document (maximum five copies per request available free of charge)

phone 0800 00 99 66 (free call) or write to Age Concern FREEPOST (SWB 30375), Ashburton, Devon TQ13 7ZZ. They are also available on our website.

Find out more about Age Concern England online at www.ageconcern.org.uk

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