STATUTORY INSTRUMENTS

1983 No. 749

MOBILE HOMES

The Mobile Homes (Written Statement) Regulations 1983

Made - - - -	16*th May* 1983
Coming into Operation	20*th May* 1983

The Secretary of State in exercise of the powers conferred upon him by section 1(2)(*e*) and (6) of the Mobile Homes Act 1983(**a**) and of all other powers enabling him in that behalf, hereby makes the following regulations:—

1. These regulations may be cited as the Mobile Homes (Written Statement) Regulations 1983 and shall come into operation on 20th May 1983.

2. The requirements with which a written statement has to comply for the purposes of section 1(2)(*e*) of the Mobile Homes Act 1983 are that it shall be in the form prescribed in the Schedule to these regulations or a form substantially to the like effect.

SCHEDULE

WRITTEN STATEMENT UNDER MOBILE HOMES ACT 1983

IMPORTANT—PLEASE READ THIS 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).

(**a**) 1983 c.34.

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.]

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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 Department of the Environment, the Welsh Office and the Scottish Development Department. From 1st August 1983 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 6 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 1 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 1 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 a 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% by the Mobile Homes (Commissions) Order 1983 (S.I. 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.

Re-siting 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.

Tom King,
One of Her Majesty's Principal
Secretaries of State.

16th May 1983.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

Under section 1 of the Mobile Homes Act 1983, the owner of a mobile home site must give a written statement under the Act to any person who has a right to station his mobile home on the site as a residence. Section 1(2) of the Act provides that this written statement must contain certain information and comply with such other requirements as the Secretary of State may prescribe.

These regulations require such a statement to be in the form set out in the Schedule or a form substantially similar.

SI 1983/749
ISBN 0-11-036749-9

