

Factsheet 71 • August 2011

Park Homes

About this factsheet

This factsheet provides information about legislation relating to park homes (also called mobile homes). It is intended for people who own a park home as their permanent residence or for those who are considering buying such a home. It includes points to be considered when buying a park home and refers to organisations set up to offer advice and support to park home owners.

The information given in this factsheet is applicable in England. Different rules may apply in Wales, Northern Ireland and Scotland. Readers in these nations should contact their respective national Age UK organisation for information specific to where they live – see section 12 for details.

For details of how to order other Age UK factsheets and information materials go to section 12.

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1 Introduction

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 homes and pay the site owner a fee for the pitch on which the home is installed, 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 the full sense, but have security of tenure under the 1983 *Mobile Homes Act* as amended by the *Housing Act 2004*.

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 park home itself from the site owner.

2 Written statement

If you buy a new home, the site 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 they fail to produce a written statement, 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 (see sections 3 and 4).

If you buy a pre-owned home from a resident of 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.

3 Implied terms

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

3.1 Security of tenure

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 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 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, in which case the court can adjourn the termination proceedings to allow 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 at 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, they may be committing a criminal offence under the *Caravan Sites Act 1968* as amended by the *Housing Act 2004*. The Act makes it an offence for a site owner to do 'acts likely to interfere with the peace or comfort' of the occupier. It means that it is not necessary to prove intent on the part of a site owner – it is enough if a site owner or their agent knew, or had reasonable cause to believe, that their conduct would have that result

Examples of behaviour that constitute harassment include cutting off services such as electricity or gas, being aggressive, threatening to tow the home off the site, etc. 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.

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

3.2 Re-sitting 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 the resident's park 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 the park home for other reasons, they must apply to the court and the court must be satisfied that 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 by the move such as the move itself and reconnection charges.

3.3 Your rights to sell your home

You have the right to sell your home on the park to a person approved by the site owner. The site owner must give approval or a valid reason for disapproval within 28 days. If the site owner does not make a decision within the prescribed time, 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 site owner is entitled to a commission from the sale (currently set at a maximum of 10%).

3.4 **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.

3.5 **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 section 3.3). The person inheriting the agreement has no right to live in the home but may do so with the site owner's permission.

3.6 **Other implied terms**

These include:

- quiet enjoyment of the park home – it means that, for example, they must not be harassed or intimidated, and that the supply of utilities must not be interrupted
- conditions under which the site owner can enter the pitch – for example, the site owner can enter the resident's pitch to deliver the post or to deal with emergencies, otherwise they have to give the resident at least 14 days
- the procedure for reviewing the pitch fee
- site owner obligation – this includes site owner obligation to provide, on request and free of charge, documentary evidence to explain any charges such as pitch fee increases or utility costs
- right of park home owners to form a residents' association and conditions under which it would qualify.

For more information see the website of the Communities and Local Governments (section 11).

4 Express terms

The express terms are specific to the park. They cannot overrule any of the implied terms (see section 3). They also have to be fair and comply with *The Unfair Terms in Consumer Contracts Regulations*. If you think that any of the express terms is unfair, get advice. 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 the residents can enforce them 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.

5 *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 noticeboard 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 specifying minimum standards 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 that 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.

6 Gas, electricity and water resale

The Maximum Resale Price is the maximum amount a landlord or site owner can charge you for gas or electricity. The maximum amount that your site owner can now charge for gas or electricity is the amount that they have paid for it, plus VAT at the appropriate rate. Your site owner can also recover the supplier's standing charge, by dividing it on a pro-rata basis among tenants according to their varying levels of consumption. There is no Maximum Resale Price for liquefied petroleum gas (LPG or LP gas) in cylinders or bulk tanks. For further information contact Consumer Direct.

There is also a Maximum Resale Price for water or sewerage services. 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, pitch fees and rent

If a park home is your sole or main residence you are responsible for paying Council Tax. A 25% 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).

If you own your park home and you are on low income you might be able to get help to pay rent or pitch fees through the benefit system; get advice from your local benefit agency.

8 Help with repairs, improvements and adaptations

Park home owners may be able to obtain help from the local authority to carry out repairs, improvements or adaptations. For more information see Age UK's Factsheet 13, *Funding repairs, improvements and adaptations*.

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.

Warm Front Scheme

You may be able to get a grant to help you with heating and insulation improvements. To be eligible for the grant you have to own or privately rent your home, be in receipt of a qualifying benefit and live in a property that is not energy efficient.

For more information see Age UK's Factsheet 1, *Help with heating costs* or contact the Warm Front.

9 What to consider before you buy a park home

- Are you aware of your rights as a park 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?
- 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?

10 Resolving disputes

If you have a dispute with a park home owner you can have it settled through a Residential Property Tribunal, an independent legal body set up to resolve disputes without the need to go to court. Decisions made by the Tribunal are legally binding. The Tribunal will deal with most cases regarding disputes between park home owners and park owners such as changing the pitch fee, changing terms of the agreement, serving of a written statement. For more information and application forms see Direct Gov website: http://www.direct.gov.uk/en/HomeAndCommunity/BuyingAndSellingYourHome/MobileHousing/DG_198415.

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 will not be able to go to court later if you do not agree with the arbitrator's decision.

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

11 Useful organisations

The British Holiday and Home Parks Association Ltd

The representative body of the UK parks industry.

6 Pullman Court, Great Western Road, Gloucester GL1 3ND

Tel: 01452 526911

Website: www.bhhpa.org.uk

Communities and Local Government (CLG)

Publishes a series of factsheets relating to park homes, which can be downloaded or ordered from the Publication Centre.

Communities and Local Government Publications, Cambertown House, Goldthorpe Industrial Estate, Rotherham S63 9BL

Tel: 0300 123 1124

Website: www.communities.gov.uk

Consumer Direct

A government helpline that provides information and advice to consumers by telephone and online.

Tel: 08454 04 05 06

Website:

http://www.direct.gov.uk/en/DI1/Directories/UsefulContactsByCategory/Governmentcitizensandrightscontacts/DG_195948

The Independent Park Home Advisory Service (IPHAS)

An advisory service for park home owners. Membership fee required.

17 Ashley Wood Park, Tarrant Keyneston, Blandford Forum, Dorset DT11 9JJ

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

Website: www.iphas.co.uk

National Association for Park Home Residents (NAPHR)

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

38B Abergele Road, Colwyn Bay, Conwy LL29 7PA

Tel: 01492 535677

Website: www.naphr.org

The National Caravan Council

The representative body for the residential park home industry.

Catherine House, Victoria Road, Aldershot, Hants GU11 1SS

Tel: 01252 318251

Website: www.nationalcaravan.co.uk

The Office of Water Services (OFWAT)

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

Centre City Tower, 7 Hill Street, Birmingham B5 4UA

Tel: 0121 644 7500

Website: www.ofwat.gov.uk

Park Home Residents Action Alliance (PHRAA)

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

5 Silver Poplars, Kingswood, Wolverhampton, South Staffs, WV7 3AP

Tel: 01902 373462

Website: www.phraa.co.uk

Warm Front

The warm front is a Government-funded initiative and the scheme is managed by Carillion.

Carillion Energy Services, Freepost NEA12 054, Newcastle upon Tyne, NE2 1BR

Tel: 0800 316 2805

Website:

http://www.direct.gov.uk/en/Environmentandgreenerliving/Energyandwatersaving/Energygrants/DG_10018661

12 Further information from Age UK

Age UK Information Materials

Age UK publishes a large number of free Information Guides and factsheets on a range of subjects including money and benefits, health, social care, consumer issues, end of life, legal, issues employment and equality issues. Whether you need information for yourself, a relative or a client our information guides will help you find the answers you are looking for and useful organisations who may be able to help. You can order as many copies of guides as you need and organisations can place bulk orders. Our factsheets provide detailed information if you are an adviser or you have a specific problem.

Age UK Advice

Visit the Age UK website, www.ageuk.org.uk, or call Age UK Advice free on 0800 169 65 65 if you would like:

- further information about our full range of information products
- to order copies of any of our information materials
- to request information in large print and audio
- expert advice if you cannot find the information you need in this factsheet
- contact details for your nearest local Age UK

Age UK

Age UK is the new force combining Age Concern and Help the Aged. We provide advice and information for people in later life through our publications, online or by calling Age UK Advice.

Age UK Advice: 0800 169 65 65

Website: www.ageuk.org.uk

In Wales, contact:

Age Cymru: 0800 169 65 65

Website: www.agecymru.org.uk

In Scotland, contact:

Age Scotland: 0845 125 9732

Website: www.agescotland.org.uk

In Northern Ireland, contact:

Age NI: 0808 808 7575

Website: www.ageni.org.uk

Support our work

Age UK is the largest provider of services to older people in the UK after the NHS. We make a difference to the lives of thousands of older people through local resources such as our befriending schemes, day centres and lunch clubs; we distribute free information materials; and taking calls at Age UK Advice on 0800 169 65 65.

If you would like to support our work by making a donation please call Supporter Services on 08000 169 80 80 (8.30 am–5.30 pm) or visit www.ageuk.org.uk/donate.

Legal statement

Age UK is a registered charity (number 1128267) and company limited by guarantee (number 6825798). The registered address is 207–221 Pentonville Road, London, N1 9UZ. VAT number: 564559800. Age Concern England (charity number 261794) and Help the Aged (charity number 272786) and their trading and other associated companies merged on 1 April 2009. Together they have formed Age UK, a single charity dedicated to improving the lives of people in later life. Age Concern and Help the Aged are brands of Age UK. The three national Age Concerns in Scotland, Northern Ireland and Wales have also merged with Help the Aged in these nations to form three registered charities: Age Scotland, Age Northern Ireland, Age Cymru.

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