

Factsheet 71

Park homes

February 2019

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 in 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 in this factsheet is applicable in England and Wales. If you live in Scotland or Northern Ireland, 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 in the *Useful organisations* section.

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1 Recent developments

Changes are being made to park homes law in **England**. The government plans to:

- amend and clarify the definition of a '*pitch fee*' and prevent service charges from being levied in addition to these fees
- stop site owners issuing pitch agreements through a subsidiary company with a time-limited right to the land – this reduces residents' security
- introduce a '*fit and proper person*' test for site owners
- assess the impact of a potential change to the 10 per cent commission owners can currently take when a resident sells their home.

It is likely that these changes will only apply to park homeowners with '*protected*' agreements – see below for what this means.

In **Wales**, the Welsh Government are consulting on a phased abolition of the 10 per cent commission rate for park homeowners.

2 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 called mobile homes or caravans.

To be classed as 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 annually.

Park homeowners have certain key rights. Most of these only apply if the 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 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.

The Leasehold Advisory Service (LEASE) provide free advice on the law relating to park homes. They have a range of guides on park homes on their website. Alternatively, contact an advice agency like Citizens Advice or your local Age UK or Age Cymru in Wales.

Important - living full time without permission

You are not 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.

Seek advice immediately if you are threatened with eviction. It is also important to check the terms of your agreement and the site licence. The agreement is a contract which binds you and the site owner - unless you are in breach of the terms, you should be able to stay on the park until the agreement terminates.

If you own a holiday caravan, you can get advice on your security of tenure from the National Association of Caravan Owners, although you have to become a member first, paying their membership fee.

If you were sold your home for year-round use but the agreement or site licence prevents this, seek legal advice.

3 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:

- do I understand my rights and obligations as a park homeowner?
- is the site licence indefinite and for a residential park?
- am I happy with the express terms of the agreement?
- can I tour the park unaccompanied, meet and talk to the residents?
- what are the energy supply arrangements – do I buy my energy from the site owner?
- 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?

When buying, LEASE recommend you use a solicitor and have an independent survey carried out, although this is not compulsory.

4 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 right to the land (their legal '*interest*')
- the date when the site owner's legal interest 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 paid for and the period for which it is payable
- the procedure for review of the pitch fee
- any additional charges, e.g. for utilities or other services (although the Government plans to prevent separate service charges being levied).

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 someone living on a park, their written statement is assigned to you at the time of sale. The express terms have already been agreed by them and you have no right to demand they are varied.

5 Implied terms

Implied terms are rights inserted into all agreements by the law, which cannot be changed by the site owner. They are the minimum rights park homeowners have and they apply even if not included in a written statement.

5.1 Security of tenure

Security of tenure is how easy or difficult it is to evict you from your pitch, meaning you have to sell your 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 right to the land lasts. If there is a time limit, the site owner must put this in the written statement.

You can bring your 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 on any of the following grounds:

- 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. If so, the court can adjourn 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 a 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 if an agreement ends.

If you live on a protected site and are entitled to occupy your caravan as a sole or main residence, it is a criminal offence for your site owner to evict you without a court order.

It is an offence for a site owner to carry out acts likely to interfere with your peace or comfort, or to withdraw or withhold services from you. 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 the local authority or police if this happens. Local authorities can prosecute site owners for offences of illegal eviction or harassment.

5.2 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. This means repairs to the base on which your home is stationed, works or repairs needed to comply with any relevant legal requirements, and works or repairs following a natural disaster such as a flood or landslide.

If you are moved so 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.

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.

5.3 Rights to sell your home

You have the right to sell your home on the park, but 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 1 October 2014 in **Wales** (the '*relevant date*') and has not been assigned since, 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 seven 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 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. In Wales, see the Welsh Government leaflet *Mobile homes – know your rights*.

5.4 Rights 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 seven 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.

5.5 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.

5.6 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 changed with your agreement or if the Tribunal makes an order. There is a presumption that it will only increase or decrease in line with the Retail Price Index (in England) or Consumer Price Index (in Wales). Changes on other grounds, for example, site improvements, must meet specified criteria set out in the implied terms.
- **the site owner's obligations** – the site owner is responsible for maintaining the park home's base, communal areas, and supply of any services provided, for example gas, electricity, water and sewerage. They must consult you if they want to make improvements to the site. They must provide evidence to explain charges payable under the agreement on request and for free.

- **your obligations** – you must pay your pitch fee and other 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 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 Ministry of Housing, Communities and Local Government. In **Wales**, contact LEASE, Citizens Advice, or Age Cymru Advice.

6 Express terms

The express terms of the agreement are not *'implied'* by the law. Instead, they are drawn up by the site owner.

Express terms usually cover areas such as the services provided by the site owner and their obligation to maintain the park and its facilities, your use of your home and pitch, and your obligation to keep your home in repair. They cannot conflict with the implied terms.

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.

Site rules

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 only enforceable by the site owner if they are set out in the written statement.

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 the local authority if you are unsure about your site rules and want to look at any rules the owner has deposited.

Certain site rules cannot be enforced as they are deemed to be unfair, see overleaf for examples.

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 your 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 in the *Mobile Homes (Site Rules) (England) Regulations 2014*. In Wales, see the *Mobile Homes (Site Rules) (Wales) Regulations 2014*.

7 Site licence

Private sites 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 moving to a particular site.

The licence may have other conditions attached, for example around the number of homes that can be stationed on the site, fire safety, health and safety and landscaping. Any complaints about these issues that cannot be resolved with the site owner should be directed to the local authority.

8 Utilities

Some park homeowners pay their bills directly to their energy supplier. However, it is more common for the site owner to be the account holder and sell the energy on to residents, usually on a pro-rata basis.

If your site owner is the account holder, there is a maximum amount they can charge you for gas, electricity, water and sewerage services (the '*Maximum Resale Price*'). This is the amount they paid for the energy, plus VAT at the appropriate rate.

They can recover the supplier's standing charge by dividing it amongst you and the other residents according to your varying levels of consumption. For more information, contact Citizens Advice consumer service.

There is no Maximum Resale Price for liquefied petroleum gas (LPG or LP gas) in cylinders or bulk tanks.

Anyone reselling water or sewerage services should charge no more than the amount they are charged by the water company plus a reasonable administration fee. 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.

9 Help with Council Tax, pitch fees and bills

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

If you are on a low income, you may be able to get help towards your pitch fees through Housing Benefit or Pension Credit. For more information, contact your local authority or an advice agency such as Citizens Advice or your local Age UK (Age Cymru in Wales).

Warm Home Discount

The Warm Home Discount is a one-off £140 payment applied to eligible customers' electricity bills to help with the cost of energy over the winter months. The scheme is centrally managed for park home residents, meaning you do not need to have a direct relationship with a particular supplier to benefit.

The main way you qualify for a payment is if you or your partner receive Pension Credit Guarantee Credit (or Guarantee and Savings Credit). You must also be paying Council Tax. The other ways are:

- you are in receipt of other eligible means-tested benefits, including Universal Credit with a limited capability for work element
- you have a mental or physical disability or illness, or someone in your household is vulnerable, and your gross annual household income is less than £16,190
- your gross annual household income is less than £16,190 and you spend 10 per cent or more of this on energy bills to heat the property.

At the time of writing, the scheme is closed as it is oversubscribed for this year. It may reopen if more funds become available. You can express an interest in the scheme by contacting Charis Grants.

10 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 such as 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 factsheet 1w *Help with heating costs in Wales*.

11 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 and if both you and the site owner agree to do so, you could use an arbitrator. 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

A representative body of the UK parks industry.

Charis Grants Ltd

<https://www.parkhomeswhd.com/>

Telephone 0330 380 1040

Manages the Warm Home Discount scheme for park home residents. The scheme is closed to new applications at the time of writing, but you can ask to be contacted if more funds become available.

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.

Ministry of Housing, Communities and Local Government (MHCLG)

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 and Wales 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 Caravan Owners (NACO)

<https://www.nacoservices.com/>

Telephone 01255 820 321

A membership organisation offering advice and support to holiday caravan owners. Membership costs £30 per year and allows access to unlimited advice and support from team of specialists by phone or email, members-only resources and discounted products and services.

National Caravan Council (The)

www.thencc.org.uk/

Telephone 01252 318251

A 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 373462

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 the information leaflet *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 or Age Cymru 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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The evidence sources used to create this factsheet are available on request. Contact resources@ageuk.org.uk

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