

2012 No. 2675 (W. 289)

MOBILE HOMES, WALES

The Mobile Homes (Written
Statement) (Wales) Regulations
2012

EXPLANATORY NOTE

(This note is not part of the Regulations)

The Mobile Homes Act 1983 (“the 1983 Act”) applies to all agreements under which persons are entitled to station a mobile home on a protected site and occupy it as their only or main residence. The 1983 Act provides that before such an agreement is entered into, the site owner must give a written statement to the proposed occupier of the mobile home. This statement must include the matters specified in section 1(2)(a) to (d) of the 1983 Act and such other matters which are specified by regulations.

These Regulations specify that the written statement must contain certain information, in addition to that required by section 1(2)(a) to (d) of the 1983 Act, and must be in the form set out in the Schedule to these Regulations.

Part 1 of the Schedule contains information about the occupier's rights under the agreement.

Part 2 of the Schedule sets out the main provisions of the agreement, name and address, particulars of the land, pitch fee, its review and additional charges.

Part 3 of the Schedule contains any other express terms of the agreement.

These Regulations revoke the Mobile Homes (Written Statement) (Wales) Regulations 2007.

The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, it was not considered necessary to carry out a regulatory impact assessment as to the likely costs and benefits of complying with these Regulations.

2012 No. 2675 (W. 289)

MOBILE HOMES, WALES

The Mobile Homes (Written
Statement) (Wales) Regulations
2012

Made 24 October 2012

Laid before the National Assembly for Wales
29 October 2012

Coming into force 19 November 2012

The Welsh Ministers⁽¹⁾ are, in relation to Wales, the appropriate national authority for the purposes of exercising the powers conferred by section 1(2)(e) of the Mobile Homes Act 1983⁽²⁾ and make the following Regulations in exercise of those powers.

Title, commencement and application

1.—(1) The title of these Regulations is the Mobile Homes (Written Statement) (Wales) Regulations 2012 and they come into force on 19 November 2012.

(2) These Regulations apply in relation to any written statement given after 19 November 2012 with respect to an agreement—

- (a) for the stationing of a mobile home on a protected site⁽³⁾ in Wales, and

(1) The functions of the National Assembly for Wales are vested in the Welsh Ministers by virtue of section 162 of, and paragraph 30 of Schedule 11 to the Government of Wales Act 2006 (c.32).

(2) 1983 c.34. Section 1 of the Mobile Homes Act 1983 was substituted by section 206(1) of the Housing Act 2004 (c. 34). In relation to Wales, the appropriate national authority is the National Assembly for Wales; see the definition of “the appropriate national authority” in section 5(1) of the 1983 Act (as amended by section 206(3) of the 2004 Act). The 1983 Act extends to England and Wales and Scotland and has been substantially amended in relation to Wales by sections 206 to 208 of the Housing Act 2004 and the Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals) (Wales) Order 2012 (S.I. 2012/899 (W.119)).

(3) For the definition of “mobile home” and “protected site”, see section 5(1) of the Mobile Homes Act 1983.

- (b) to which the Mobile Homes Act 1983 will apply.

Interpretation

2. In these Regulations—

“the 1983 Act” (“*Deddf 1983*”) means the Mobile Homes Act 1983;

“written statement” (“*datganiad ysgrifenedig*”) means the written statement that the owner of a protected site is required by section 1(2) of the 1983 Act to give to the proposed occupier.

Written statement: prescribed requirements

3. The requirements with which a written statement must comply for the purposes of section 1(2) of the 1983 Act (in addition to the requirements of sections 1(2)(a) to (d) of the 1983 Act) are—

- (a) that it must contain—
 - (i) the note preceding Part 1 of the Schedule to these Regulations, and
 - (ii) the information mentioned in Parts 1 to 3 of that Schedule (so far as not already required by section 1(2)(a) to (d) of the 1983 Act), and
- (b) that it must be in the form set out in that Schedule or a form substantially to the same effect.

Revocation

4. The Mobile Homes (Written Statement) (Wales) Regulations 2007(1) are revoked.

Huw Lewis

Minister for Housing, Regeneration and Heritage,
one of the Welsh Ministers

24 October 2012

(1) S.I. 2007/3164 (W.275).

SCHEDULE
WRITTEN STATEMENT UNDER THE
MOBILE HOMES ACT 1983
REQUIRED TO BE GIVEN TO A
PROPOSED OCCUPIER OF A PITCH

Regulation 3

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO 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).

PART 1

Information About Your Rights

The Mobile Homes Act 1983

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under the Mobile Homes Act 1983 (“the 1983 Act”). These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.

Implied terms

2. Part 1 of Schedule 1 to the 1983 Act contains implied terms (Chapter 2 applies in relation to all pitches on a protected site except those on local authority Gypsy and Traveller sites; Chapter 3 applies to transit pitches on local authority and county council Gypsy and Traveller sites in England and Chapter 4 applies to permanent pitches on local authority and county council Gypsy and Traveller sites in England) which will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which the 1983 Act applies. Part 3 of Schedule 1 to the 1983 Act, if applicable, sets out provisions which supplement the implied terms. The terms that will apply to you are contained in the annex to Part 2 of this statement.

Express terms

3. The express terms that are set out in Part 3 of this statement will apply to you. If you are not happy with any of these express terms you should discuss them with the site owner, who may agree to change them.

Additional terms

4. There are additional terms set out in Part 2 of Schedule 1 to the 1983 Act which you can ask to be included in your agreement. These deal with the following matters:

- (a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
- (b) the review at yearly intervals of the sums so payable;
- (c) the provision or improvement of services available on the protected site, and the use by the occupier of such services; and
- (d) the preservation of the amenity of the protected site.

Right to challenge express terms

5. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them, but you must do so within six months of the date on which you enter into the agreement or the date you received the written statement, whichever is later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizens advice bureau.

6. You can challenge the express terms by making an application to a residential property tribunal. You can ask for any express terms of the agreement (those set out in Part 3 of this statement) to be changed or deleted.

7. The site owner can also go to a residential property tribunal to ask for the agreement to be changed in these two ways.

8. The residential property tribunal must make an order on terms it considers just and equitable in the circumstances.

Six months time limit for challenging the terms

9. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a tribunal within six months of the date on which you entered into the agreement or the date you received the written statement, whichever is later, 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.

Unfair terms

10. If you consider that any of the express terms of the agreement (as set out in Part 3 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999(1) complain to the Office of Fair Trading or any qualifying body under those Regulations.

Disputes

11. If you have a disagreement with your site owner about rights or obligations under your agreement, or the 1983 Act more generally, and you are unable to resolve the matter between yourselves, you can refer the matter to a Residential Property Tribunal. Sometimes there is a time limit for doing so. More information on applications to the tribunal can be found at www.rpts.gov.uk or from your local Residential Property Tribunal Office.

12. Your site owner can only terminate your agreement on the grounds specified in the implied terms. You cannot be evicted from the site without an order from the court. If you are notified of termination proceedings and you wish to take legal advice, you should do so promptly.

Arbitration

13. You can agree in writing with your site owner to refer a particular dispute to arbitration.

14. If the agreement to go to arbitration was made before the dispute arose the 1983 Act provides that such a term will have no effect. Instead such disputes may only be determined by a Residential Property Tribunal.

PART 2

Particulars of the Agreement

1. The Mobile Homes Act 1983 will apply to the agreement.

Parties to the agreement

2. The parties to the agreement will be—

.....

(1) S.I. 1999/2083. Schedule 1 to the Regulations contains a list of qualifying bodies.

(insert name and address of mobile home occupier)

.....
(insert name and address of site owner)

Start date

3. The agreement will begin on

.....
(insert date)

Particulars of the pitch

4. The particulars of the land on which you will be entitled to station your mobile home are

.....
.....
.....

Plan

5. A plan showing—

- (a) the size and location of the pitch;
- (b) the size of the base on which the mobile home is to be stationed; and
- (c) measurements between identifiable fixed points on the site and the pitch and base,

is attached to this statement.

Site owner's interest

6. The site owner's estate or interest in the land will end on

(If this statement applies insert date);

Or

The site owner's planning permission for the site will end on.....

(If this statement applies insert date)

This means that your right to stay on the site will not continue after either of these dates unless the site owner's interest or planning permission is extended.

(If only one of these statements applies, cross out the words that do not apply. If neither of these statements apply, delete this paragraph.)

Pitch fee

7. The pitch fee will be payable from

..... *(insert date)*

The pitch fee will be payable weekly/monthly/quarterly/annually

(cross out the words which do not apply)

The pitch fee is.....

The following services are included in the pitch fee—

Water

Sewerage

.....

.....

(Cross out the services which are not included and add any others which are included in the pitch fee)

Review of pitch fee

8. The pitch fee will be reviewed on *(insert date)*.

This date is the review date.

(Cross out this paragraph if not applicable)

Additional charges

9. An additional charge will be made for the following matters—

.....

(List the matters for which an additional charge will be made)

Annex to Part 2

This Annex sets out the implied terms which automatically apply to the agreement.

[Site owner to include in this Annex the correct set of implied terms: the implied terms in Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 apply in relation to all pitches on protected sites except those on local authority Gypsy and Traveller sites; the implied terms in Chapter 3 of that Schedule apply to transit pitches on local authority and county council Gypsy and Traveller sites in England; and the implied terms in Chapter 4 of that Schedule apply to permanent pitches on local authority and county council Gypsy and Traveller sites in England]

PART 3

Express Terms of the Agreement

This part of the written statement sets out other terms of the agreement which may be agreed between you and the site owner in addition to the implied terms.

[Terms to be inserted by site owner]