

Form of proposal notice

Mobile Homes (Site Rules) (Wales) Regulations 2014
Mobile Homes (Wales) Act 2013

1. Clearly set out the proposal(s) being made [see note i].

2. State the reasons for making the proposal(s).

3. I confirm that the proposals comply with regulations 4 and 5 (prescribed matters) [see note ii].

4. I confirm that the consultation response document [see note iii] will be sent to each consultee [see note iv].

Deemed date of service of this notice ('first consultation day')

[see note v]

Responding to the consultation

My name and address to which responses are to be sent:

Date by which any responses must be received

[see note vi]

Signature

Date

[see note vii]

Data Protection Act 1998

Any representations made in response to the consultation cannot be treated as confidential. To comply with the duties contained in the Mobile Homes (Site Rules) (Wales) Regulations 2014, it will be necessary for me to disclose information received from you to others, which may include other occupiers, a tribunal and a local authority.

Notes

- (i) A proposal means a proposal to make, vary or delete a site rule. A proposal notice may contain more than one proposal, as set out in regulation 8(4).
- (ii) **Prescribed matters to which site rules may relate**

(Regulation 4 – matters prescribed for the purposes of section 52(2)(b) of the 2013 Act)

A site rule must be necessary:

- (a) to ensure acceptable standards are maintained on the site, which will be of general benefit to occupiers; or
- (b) to promote and maintain community cohesion on the site.

Prescribed matters to which site rules are of no effect so far as they make provision in relation to (Regulation 5 (Schedule 5) – matters prescribed for the purposes of section 52(8) of the 2013 Act)

In relation to the sale or gift of a mobile home:

- (a) whether the occupier should be prevented from selling or gifting the mobile home to anyone other than the owner;
- (b) whether the occupier should be required to notify the owner of the occupier's intention to sell or gift the mobile home;
- (c) whether the occupier should be required to use the services of the owner or a person specified by the owner for the purposes of selling or gifting the mobile home;

- (d) whether the occupier should be prevented from using the services of an estate agent for the purposes of selling the mobile home;
- (e) whether the occupier should be prevented from using services provided by a solicitor for the purposes of selling or gifting the mobile home and assigning the agreement;
- (f) whether the occupier should be prevented from using any services that would otherwise be available to the occupier for the purposes of selling or gifting the mobile home;
- (g) whether the occupier should be prevented from advertising the mobile home for sale by means of a notice, board or placard affixed to the mobile home or to the pitch;
- (h) whether the occupier should be required to:
 - (i) obtain a survey of the mobile home or the pitch; or
 - (ii) permit the owner or their agent(s) to undertake a survey of the mobile home or the pitch before selling or gifting the mobile home;
- (i) whether the occupier should be required to sell or gift the mobile home or assign the agreement in the presence of the owner;
- (j) whether the occupier or the proposed occupier should be required to provide the site owner with the personal details of the proposed occupier or of any other person intending to live in the mobile home with the proposed occupier;
- (k) whether the proposed occupier should be required to attend a meeting with the owner.

The following are examples of “personal details” –

- (a) the home address, other contact details or vehicle registration number of the person concerned;
- (b) any financial information relating to the person concerned;
- (c) a birth certificate or certificate of marriage or civil partnership of the person concerned; and
- (d) details of the age, ethnic origin, sex or sexual orientation of the person concerned.

In sub-paragraphs (c), (d), (e), (f) and (h) above, references to selling a mobile home include a reference to marketing, advertising or offering the mobile home for sale.

Other matters:

- (a) any matter which is expressed to grant an occupier a right subject to the exercise of a discretion by the owner, except in relation to improvements to an occupier’s plot (although this will not prevent an owner from exercising discretion to grant an occupier a right in order to accommodate that occupier’s disability);
- (b) any matter which is expressed to apply retrospectively;
- (c) any matter which is contrary to the implied terms of the agreement, as defined by sections 48 and 49 of the 2013 Act;
- (d) any matter which is expressed to apply only to particular persons or to persons of a particular description, apart from where a rule makes an exception for the owner, the owner’s family or an employee of the owner (where an employee of the owner does not occupy the site under an agreement to which the 2013 Act applies);
- (e) whether the occupier should be absolutely prohibited from making improvements to the home or pitch;
- (f) whether visitors to the sites should be required to report to the owner on arrival;
- (g) whether any category of person should be restricted from visiting the site, regardless of whether the site has an age restriction in place;
- (h) whether the owner should be allowed to reduce the size of a pitch or its reorientation;

- (i) whether the owner should require the collection of deposits or charge for other services or permissions in addition to charges for the pitch fee, utility charges, for parking or sheds, where the charge is not permitted to be made under the agreement (as defined by sections 48 and 49 of the 2013 Act) or by other legislation;
- (j) whether vehicular access to the site should be restricted in any way;
- (k) whether the occupier may have visitors to stay for short periods of time, whether or not the occupier is present at the time;
- (l) whether the occupier should be required to purchase only goods or services supplied by the owner or such other person as the owner may nominate;
- (m) whether the occupier should be required to use only such tradesmen as the owner may nominate, including the owner;
- (n) whether the site rules may be changed other than by the procedure set out in regulations 7 to 13 of these Regulations;
- (o) whether the site rules may purport to threaten eviction for failure to comply with the site rules.

Where –

- (a) prior to the deposit of a site rule, the occupier of site enjoyed a benefit; and
- (b) the effect of the coming into force of the deposited site rule is that the enjoyment of the benefit by the occupier will be in breach of the deposited site rule;

the occupier will not be in breach of the deposited site rule for the period that the benefit continues to subsist.

On the cessation of the benefit, the occupier will be bound by the deposited site rule.

- (iii) The consultation response document is the document referred to in regulation 9, in the form set out in Schedule 2 or in a form substantially to the same effect.
- (iv) Regulation 7 sets out the requirement to consult every occupier and any qualifying residents' association (as defined by section 61 of the Mobile Homes (Wales) Act 2013).
- (v) Regulation 3(2) sets out the rules of service. The first consultation day is the day on which notice is deemed served on a consultee.
- (vi) The date by which any representations made in response to the proposal must be received by the site owner must be at least 28 days after the first consultation day.
- (vii) Signature of the site owner or a person authorised to sign on the site owner's behalf.