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# Mobile Homes (Wales) Act 2013 – Information Sheet

## Written Statements

## Implied Terms and Express Terms

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This information sheet is part of a series about the rights and obligations of mobile home owners and site owners in Wales.

It gives some basic guidance to mobile home owners and site owners about the terms of their written agreements under the Mobile Homes (Wales) Act 2013.

This information sheet does not give an authoritative interpretation of the law; only the courts can do that. Nor does it cover all cases. If further advice or information about legal rights or obligations is needed, a Citizen's Advice Bureau or a solicitor should be contacted.

## Introduction

The Mobile Homes (Wales) Act 2013 and the Mobile Homes (Written Statement) (Wales) Regulations 2014:

- gives a mobile home owner security in their home by defining the limited circumstances in which a site owner can end the pitch agreement;
- requires the site owner to provide advance notice of the terms that will apply to the person wanting to occupy a park home on their site (the written statement); and
- lays out exactly what many of the terms and conditions of the contract should be.

A Written Statement must be given to a new mobile home owner by a site owner when entering into an agreement. This is the agreement which entitles them to station a mobile home and occupy it on the site. The Written Statement should include the names and addresses of the site owner and the new home owner, details about the site, the implied terms as well as the express terms of the agreement which have been agreed between the site owner and the mobile home owner.

The Written Statement must be given to the new owner of the mobile home no later than 28 days from which the agreement of the sale took place. The site rules will also form part of the agreement and residents should make sure that they get a copy. If a site owner fails to provide a written statement to a resident, an appeal may be made to the Residential Property Tribunal Wales

## Implied Terms

Implied terms are contractual terms which must be implied into all agreements between mobile home owners and site owners (under Chapter 2 of Part 1 of Schedule 2 to the 2013 Act). These implied terms are the minimum rights and obligations mobile home owners have no matter when the agreement was entered into and whether they actually appear in the written statement.

The implied terms cover the following areas:

- **Duration of the Agreement**

This sets out the length of time the agreement is for. In essence, the mobile home owner's agreement to station their park home on the site is indefinite or until the agreement is terminated as set out in paragraph 3, 4, 5 or 6 below.

- **Owners' Estate or Interest in the Land**

If the site owner's ownership or interest in the land is not for an indefinite period, the site owner can not make agreements for a period longer than that which exists for the site owner.

Similarly, if the site owner has planning permission for a limited period, the site owner may not make agreements for a period longer than that which exists for the owner. Should there be a change in circumstances, that change shall be taken into account.

#### **Termination of the Agreement by the Occupier**

The resident may end their agreement at any time, as long as they give their site owner at least four weeks notice in writing.

#### **Termination of the Agreement by the Owner**

A site owner can only bring an agreement with a resident to an end following an application to court, or to an arbitrator. They can apply to court, or to an arbitrator, to bring an agreement to an end on one of three grounds:

- a) That a resident has broken a term of the agreement. The site owner must tell the resident that they have broken a term of the agreement and give them a reasonable time to put things right before an application can be made on this ground. The court, or arbitrator, can only allow the site owner to bring an agreement to an end on this ground if the court or arbitrator considers it reasonable to do so.
- b) That the resident is not living in the park home as his or her main residence. The court, or arbitrator, can only allow the site owner to bring an agreement to an end on this ground if the court or arbitrator is satisfied that it is reasonable to do so.
- c) That, because of its condition, the park home is having a detrimental effect on the amenity of the site. The court, or arbitrator, can only allow the site owner to bring an agreement to an end on this ground if the court or arbitrator, upon consideration of all other circumstances, is satisfied that it reasonable to do so.

The court or arbitrator may adjourn proceedings if it considers that it would be practical for repairs to be carried out and if the resident indicates that they intend to carry out those repairs within a specified period of time. This can only happen if the repairs, when completed, would mean the home no longer has a detrimental effect on the amenity of the park.

If the court is subsequently satisfied that the necessary repairs have not been carried out within the specified time, the court may make an order to end the agreement if the court or arbitrator is satisfied that it is reasonable

to do so.

In such a case, the tribunal may make an interim order

- specifying the repairs that must be carried out and the time within which they must be carried out; and
- adjourning the proceedings on the application for such period specified in the interim order as the tribunal considers reasonable to enable the repairs to be carried out.

If the tribunal makes an interim order, it must not end the agreement until it is satisfied that the specified period set out in the interim order has expired without the repairs having been carried out.

It is important to note that a site owner cannot bring an agreement to an end without first going to court or to an arbitrator on the grounds listed above.

In addition, it is important to note that a resident can only be made to leave the site and remove their park home if the agreement has been brought to an end and if the site owner has been granted an eviction order from the court.

#### [Recovery of Overpayments by the Occupier](#)

If the agreement is ended, the resident is entitled to reclaim any pitch fees or other charges paid in advance for a period after the agreement ends.

#### [Sale of the Park Home](#)

See ***Mobile Homes (Wales) Act 2013 – Information Sheet Selling and Gifting a Mobile Home in Wales.***

#### [Gift of the Park Home](#)

See ***Mobile Homes (Wales) Act 2013 – Information Sheet Selling and Gifting a Mobile Home in Wales.***

#### [Re-siting of the Park Home](#)

A site owner may require a resident to move their mobile home to another pitch if:

- a) following an application by the owner, a tribunal is satisfied that the other pitch is broadly comparable to the resident's original pitch, or
- b) the owner needs to carry out essential repair or emergency works and it is necessary for the home to be moved in order for the works to be carried out. A tribunal will need to be satisfied that the other pitch is broadly comparable or the urgency of the need makes it impractical to make an application to the tribunal before the mobile home is sited.

If a tribunal is not satisfied as mentioned above, the owner must immediately return the mobile home securely to its original pitch.

Following the completion of the repairs that required the resident to move to the other pitch, the site owner must return the home to the original pitch. The owner must pay all the costs and expenses incurred by the resident in connection with the move of the home from the original pitch.

Essential repair or emergency works are considered to be:

- (a) repairs to the base on which the resident's mobile home is stationed;
- (b) works or repairs needed to comply with any relevant legal requirements (such as to comply with the site's licence conditions and therefore required by the local authority); or
- (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.

### Quiet enjoyment of the Home and Pitch

Mobile home residents are entitled to the quiet enjoyment of their home and pitch. 'Quiet enjoyment' is a technical, legal term which means that residents are entitled to enjoy their home and the pitch without their site owner or anyone else involved in the site management intruding into their home or onto the pitch. 'Quiet enjoyment' **does not** refer to noise or disturbance as may be inferred from the phrase.

Mobile home owners must not be subject to harassment or intimidation, threats of physical eviction, continual obstruction of access to the mobile home, interruptions in the supply of utilities or otherwise be prevented from uninterrupted use of the home and the pitch as their permanent residence.

A site owner may only enter the pitch in the circumstances set out below. He has no right under the implied terms in the 2013 Act to enter a resident's home under any circumstances.

### Owners' right of entry to the pitch

The site owner, their staff or agents, may enter a resident's pitch without prior notice between 9am and 6pm to deliver mail or other written communications to the resident or to read utility meters which they are responsible for.

The site owner, their staff or agents, may also enter a resident's pitch, in order to carry out essential repairs or emergency works. Before doing so they must give as much notice as reasonably practicable in the circumstances.

If a site owner needs to enter a resident's pitch for any other reason they must give the resident at least 14 days notice in writing, stating the date, time and reason for the visit. The site owner is not restricted in what he/she may do, but clearly he/she must not do anything that would interfere with the occupier's right to quiet enjoyment of the pitch and park home. It would be desirable if the visit were arranged at a time convenient to both parties.

A site owner has no right under the implied terms in the 1983 Act to enter a resident's home under any circumstances.

### Pitch Fee Reviews

See ***Mobile Homes (Wales) Act 2013 – Information Sheet  
Pitch Fees and other payments to the site owner***

### Occupiers' Obligations

These implied terms set out residents' obligations. The resident must:

- pay the pitch fee to the owner
- pay the owner all other payments under the agreement in respect of gas, electricity, water, sewerage or any other services supplied by the owner
- keep their home in a sound state of repair
- maintain the outside of their home and the pitch in a clean and tidy condition. This includes all fences and outbuildings belonging to or enjoyed with the pitch and the mobile home, and
- if the resident seeks re-imbusement for any costs or expenses, they must, if requested by the site owner, provide documentary evidence of the costs and expenses claimed.

A site owner must not do or cause to be done anything which may adversely affect the ability of a resident to carry out such obligations or which may deter the resident from making internal or external improvements to their home.

The resident may not however carry out works to their mobile home which are prohibited under the terms of their agreement with the site owner.

Where the terms of an agreement permit works to the mobile home only with permission of the site owner, permission must not be unreasonably withheld.

## Owners' Obligations

These implied terms sets out the site owner's obligations. The owner must:

- At the occupier's request, provide accurate written details about the resident's pitch such as the location of the pitch on the site and the size of the pitch and base on which the mobile home stands. These details must include measurements from fixed points. Site owners can charge up to £30 for this to existing residents.
- At the resident's request, and at no cost to the resident, provide documentary evidence to support and explain any charges such as pitch fee increases or utility costs, or any other costs or expenses payable by the occupier to the owner under the terms of the agreement.
- Be responsible for the repair of the base on which the mobile home is stationed and for maintaining any utility service provided by the site owner if necessary.
- Maintain in a clean and tidy condition parts of the site which are not the responsibility of a resident such as access ways, boundary fences and trees.
- Consult individual residents on any improvements to the site – in particular if they intend to take them into account at the next pitch fee review.

Consult any Qualifying Residents' Association about the operation and management or improvements to the site that may affect the residents either directly or indirectly. See also ***Mobile Homes (Wales) Act 2013 – Information Sheet - Qualifying Residents' Associations***.

When consulting, for example about proposed improvements to the site, a site owner must give an occupier or qualifying residents' association at least 28 days notice in writing, outlining how the site will benefit from the improvement, how the pitch fee may be affected when it is next reviewed and how residents can make their views known about the proposed improvements. A site owner must take these representations into account.

## Owner's Name and Address

The site owner must provide residents and any Qualifying Residents' Association with an address in England or Wales where legal or other notices can be served, or correspondence sent. If they do not do this the resident is entitled to withhold payment of the pitch fee until they do so.

Where the site owner gives any written notice to a resident or qualifying residents' association, it must include the name and address of the site owner. If that address is not in England or Wales, and address in England or Wales, it must give an address in England or Wales where a notice may be served on the owner.

Where the site owner makes any demand for payment from a resident either of the pitch fee, for services supplied or other charges, the demand must contain the name and address of the owner, or if that address is not in England or Wales, an address in England or Wales where a notice may be served on the owner.

## Qualifying Residents' Associations

See ***Mobile Homes (Wales) Act 2013 – Information Sheet Qualifying Residents' Association***

## Express Terms

Express terms are the terms of the agreement that a site owner has included in the agreement with a mobile home owner, or with the previous owner of the mobile home if a resident has entered into the agreement by assignment from a previous owner (for example, following a sale). They can not over-rule any of the implied terms contained in the 2013 Act.

The express terms in the agreement must also comply with the Unfair Terms in Consumer Contracts Regulations (UTCCR). This means that the express terms of the agreement cannot reduce a resident's statutory or common law rights or impose unfair burdens on them over and above the ordinary rules of law.

If a resident thinks that any term set out in their agreement is unfair they should seek the advice of a solicitor or Citizen's Advice Bureau, or contact the Office of Fair Trading ([www.of.gov.uk](http://www.of.gov.uk)), Trading Standards or Consumer Direct ([www.tradingstandardswales.org.uk](http://www.tradingstandardswales.org.uk)).

## Site Rules

Site Rules are usually in place to underpin good management of the site and for the benefit of all who use it. With site rules in place, disputes can be more easily resolved or avoided all together. Site rules cover, for example, car parking arrangements, permission to have pets (or otherwise), etc.

Site rules form an integral part of the written agreement between the site owner and the park home owner, under the Mobile Homes (Wales) Act 2013. When seeking to change any site rules, a site owner must consult with the mobile home owners of the site. The procedure for making changes to site rules is set out in ***Mobile Homes (Wales) Act 2013 – Information Sheet Site Rules***