

Status: Point in time view as at 30/04/2011.

Changes to legislation: There are currently no known outstanding effects for the Mobile Homes Act 1983, SCHEDULE 1. (See end of Document for details)

SCHEDULES

SCHEDULE 1 **E+W+S**

Section 2.

AGREEMENTS UNDER ACT

PART I **E+W+S**

TERMS IMPLIED BY ACT

^[F1]CHAPTER 1 **E+W+S**

APPLICATION AND INTERPRETATION

Textual Amendments

- F1** Sch. 1 Pt. I Ch. 1 inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 1 para. 2** (with art. 1(3))

1. (1) The implied terms set out in Chapter 2 apply to all agreements which relate to a pitch in England and Wales except an agreement which relates to a pitch in England on a local authority gypsy and traveller site or a county council gypsy and traveller site.
- (2) The implied terms set out in Chapter 3 apply to an agreement which relates to a transit pitch in England on a local authority gypsy and traveller site or a county council gypsy and traveller site.
- (3) The implied terms set out in Chapter 4 apply to an agreement which relates to a permanent pitch in England on a local authority gypsy and traveller site or a county council gypsy and traveller site.
- (4) In this Part of this Schedule—
 - “caravan site” has the same meaning as in Part 1 of the Caravan Sites and Control of Development Act 1960,
 - “county council gypsy and traveller site” means any land which—
 - (a) is occupied by a county council as a caravan site providing accommodation for gypsies and travellers, and
 - (b) is a protected site,
 - “gypsies and travellers” means persons of nomadic habit of life, whatever their race or origin, but does not include members of an organised group of travelling showpeople, or persons engaged in travelling circuses, travelling together as such,
 - “local authority gypsy and traveller site” means any land which—

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- (a) is occupied by a local authority as a caravan site providing accommodation for gypsies and travellers, and
- (b) is a protected site,
- “permanent pitch” means a pitch which is not a transit pitch,
- “pitch” means the land, forming part of a protected site and including any garden area, on which an occupier is entitled to station a mobile home under the terms of the agreement, and
- “transit pitch” means a pitch on which a person is entitled to station a mobile home under the terms of the agreement for a fixed period of up to 3 months.]

[^{F2}CHAPTER 2 E+W+S

AGREEMENTS RELATING TO PITCHES IN ENGLAND AND WALES EXCEPT PITCHES IN ENGLAND ON LOCAL AUTHORITY GYPSY AND TRAVELLER SITES AND COUNTY COUNCIL GYPSY AND TRAVELLER SITES]

Textual Amendments

- F2** Sch. 1 Pt. 1 renumbered as Sch. 1 Pt. 1 Ch. 2 (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 1 para. 2** (with art. 1(3))

Duration of agreement

- 1 Subject to paragraph 2 below, the right to station the mobile home on land forming part of the protected site shall subsist until the agreement is determined under paragraph 3, 4, 5 or 6 below.
- 2 (1) If the owner’s estate or interest is insufficient to enable him to grant the right for an indefinite period, the period for which the right subsists shall not extend beyond the date when the owner’s estate or interest determines.
- (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists shall not extend beyond the date when the planning permission expires.
- (3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account shall be taken of that change.

Termination by occupier

- 3 The occupier shall be entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

Termination by owner

- 4 The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the [^{F3}court][^{F3}appropriate judicial body] —

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- (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
- (b) considers it reasonable for the agreement to be terminated.

Textual Amendments

F3 Words in Sch. 1 Pt. I Ch. 2 para. 4 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(a)**

- 5 The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, [^{F4}the court is satisfied that the occupier is not occupying the mobile home as his only or main residence.][^{F4}the [^{F5}appropriate judicial body] —
- (a) is satisfied that the occupier is not occupying the mobile home as his only or main residence; and
 - (b) considers it reasonable for the agreement to be terminated.]

Textual Amendments

F4 Words in Sch. 1 Pt. 1 para. 5 substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(2)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(2)** (with arts. 1(2)(3), 4)

F5 Words in Sch. 1 Pt. I Ch. 2 para. 5 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(b)**

- [^{F6}5A. (1) This paragraph applies in relation to a protected site in England.
- (2) The owner is entitled to terminate the agreement forthwith if—
 - (a) on the application of the owner, a tribunal has determined that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site; and
 - (b) then, on the application of the owner, the appropriate judicial body, having regard to the tribunal’s determination and to any other circumstances, considers it reasonable for the agreement to be terminated.
 - (3) Sub-paragraphs (4) and (5) apply if, on an application to the tribunal under sub-paragraph (2)(a)—
 - (a) the tribunal considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but
 - (b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and
 - (c) the occupier indicates to the tribunal that the occupier intends to carry out those repairs.
 - (4) In such a case, the tribunal may make an interim order—
 - (a) specifying the repairs that must be carried out and the time within which they must be carried out; and

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- (b) 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.
- (5) If the tribunal makes an interim order under sub-paragraph (4), it must not make a determination under sub-paragraph (2)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.]

Textual Amendments

F6 Sch. 1 Pt. I Ch. 2 para. 5A inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(c)**

- 6 [F7(A1) This paragraph applies in relation to a protected site in Wales.]
- (1) The owner shall be entitled to terminate the agreement [F8at the end of a relevant period][F8forthwith] if, on the application of the owner, the court is satisfied that, having regard to its F9... condition, the mobile home—
- (a) is having a detrimental effect on the amenity of the site[F10; or][F10; and]
- [F11(b) the court considers it reasonable for the agreement to be terminated.]
- [F12(2) In subparagraph (1) above “relevant period” means the period of five years beginning with the commencement of the agreement and each succeeding period of five years.]
- [F13(3) Sub-paragraphs (4) and (5) below apply if, on an application under sub-paragraph (1) above—
- (a) the court considers that, having regard to the present condition of the mobile home, paragraph (a) [F14or (b)] of that sub-paragraph applies to it, but
- (b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that [F15would result in neither of those paragraphs applying to it][F15would result in sub-paragraph (1)(a) not applying to it], and
- (c) the occupier indicates that he intends to carry out those repairs.
- (4) In such a case the court may make an order adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out.
- The repairs must be set out in the order.
- (5) If the court makes such an order, the application shall not be further proceeded with unless the court is satisfied that the specified period has expired without the repairs having been carried out.]
- [F16(3) Sub-paragraphs (4) and (5) below apply if, on an application under sub-paragraph (1) above—
- (a) the court considers that—
- (i) having regard to the present condition of the mobile home, paragraph (a) or (b) of that sub-paragraph applies to it; but
- (ii) it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in neither of those paragraphs applying to it; and

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- (b) the occupier indicates an intention to carry out those repairs.
- (4) In such a case the court may make an order setting out the repairs and adjourning proceedings on the application for such period specified in the order as the court considers reasonable to allow the repairs to be carried out.
- (5) If the court makes such an order, the application is not to be further proceeded with unless the court is satisfied that the specified period has expired without the repairs having been carried out.]

Textual Amendments

- F7** Sch. 1 Pt. 1 Ch. 2 para. 6(A1) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(d)**
- F8** Word in Sch. 1 Pt. 1 para. 6(1) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(3)(a)(i)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(3)(a)(i)** (with arts. 1(2)(3), 4)
- F9** Words in Sch. 1 Pt. 1 para. 6 repealed (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), ss. 207(2)(a), 270(3)(a), [Sch. 16](#) (with s. 207(6)(7)) and (S.) (28.5.2007) by [Housing \(Scotland\) Act 2006 \(asp 1\)](#), ss. 169(2)(a), 195(3) (with ss. 169(5)(6), 193); [S.S.I. 2007/270](#), [art. 3](#)
- F10** Word in Sch. 1 Pt. 1 para. 6(1)(a) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(3)(a)(ii)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(3)(a)(ii)** (with arts. 1(2)(3), 4)
- F11** Sch. 1 Pt. 1 para. 6(1)(b) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(3)(a)(iii)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(3)(a)(iii)** (with arts. 1(2)(3), 4)
- F12** Sch. 1 Pt. 1 para. 6(2) omitted (E.) (1.10.2006) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(3)(b)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(3)(b)** (with arts. 1(2)(3), 4)
- F13** Sch. 1 Pt. 1 para. 6(3)-(5) inserted (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), [ss. 207\(2\)\(b\)](#), 270(3)(a) (with s. 207(6)(7))
- F14** Words in Sch. 1 Pt. 1 para. 6(3)(a) omitted (E.) (1.10.2006) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(3)(c)(i)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(3)(c)(i)** (with arts. 1(2)(3), 4)
- F15** Words in Sch. 1 Pt. 1 para. 6(3)(b) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(3)(c)(ii)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(3)(c)(ii)** (with arts. 1(2)(3), 4)
- F16** Sch. 1 Pt. 1 para. 6(3)-(5) inserted (S.) (28.5.2007) by [Housing \(Scotland\) Act 2006 \(asp 1\)](#), [ss. 169\(2\)\(b\)](#), 195(3) (with ss. 169(5)(6), 193); [S.S.I. 2007/270](#), [art. 3](#)

Recovery of overpayments by occupier

- 7 Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6 above, the occupier shall be entitled to recover from the owner so much of any payment made by him in pursuance of the agreement as is attributable to a period beginning after the termination.

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Sale of mobile home

- 8 (1) The occupier shall be entitled to sell the mobile home, and to assign the agreement, to a person approved of by the owner, whose approval shall not be unreasonably withheld.
- [^{F17}(1A) The occupier may serve on the owner a request for the owner to approve a person for the purposes of sub-paragraph (1) above.
- (1B) Where the owner receives such a request, he must, within the period of 28 days beginning with the date on which he received the request—
- (a) approve the person, unless it is reasonable for him not to do so, and
 - (b) serve on the occupier notice of his decision whether or not to approve the person.
- [The owner may not give his approval subject to conditions.]
- ^{F18}(1C)
- [If the approval is withheld, the notice under sub-paragraph (1B) above must specify
- ^{F19}(1D) the reasons for withholding it.]
- (1E) If the owner fails to notify the occupier as required by [^{F20}sub-paragraph (1B) (and, if applicable, sub-paragraph (1D))] above, the occupier may apply to the [^{F21}court][^{F21}appropriate judicial body] for an order declaring that the person is approved for the purposes of sub-paragraph (1) above; and the [^{F21}court][^{F21}appropriate judicial body] may make such an order if it thinks fit.
- (1F) It is for the owner—
- (a) if he served a notice as mentioned in [^{F22}sub-paragraph (1B) (and, if applicable, sub-paragraph (1D))] and the question arises whether he served the notice within the required period of 28 days, to show that he did;
 - ^{F23}(b)
 - (c) if he did not give his approval and the question arises whether it was reasonable for him not to do so, to show that it was reasonable.
- (1G) A request or notice under this paragraph—
- (a) must be in writing, and
 - (b) may be served by post.]
- [^{F24}(1H) Subject to sub-paragraph (1I), an application to a tribunal under sub-paragraph (1E) by an occupier must be made—
- (a) within the period of three months beginning with the day after the date on which the occupier receives notice of the owner’s decision under sub-paragraph (1B); or
 - (b) where the occupier receives no notice from the owner as required by sub-paragraph (1B), within the period of three months beginning with the date which is 29 days after the date upon which the occupier served the request under sub-paragraph (1A).
- (1I) A tribunal may permit an application under sub-paragraph (1E) to be made to the tribunal after the applicable period specified in sub-paragraph (1H) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply before the end of that period and for any delay since then in applying for permission to make the application out of time.]

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- [^{F25}(1A) The occupier may serve on the owner a request for the owner to approve a person for the purposes of sub-paragraph (1) above.
- (1B) The owner must, within 28 days of receipt of the request—
- (a) approve the person, unless it is reasonable for the owner not to do so; and
 - (b) serve on the occupier notice of the decision whether or not to approve the person.
- (1C) An approval may be made subject to conditions.
- (1D) But any such conditions must be—
- (a) reasonable, and
 - (b) capable of being satisfied without varying or deleting any express term of the agreement.
- (1E) A notice under sub-paragraph (1B) above must specify—
- (a) if the approval is given subject to conditions, the conditions;
 - (b) if the approval is withheld, the reasons for withholding it.
- (1F) The occupier may appeal to the court if—
- (a) the owner fails to notify the occupier as required by sub-paragraphs (1B) and (1E) above;
 - (b) the owner decides not to approve the person; or
 - (c) the occupier is aggrieved by any condition imposed in an approval.
- (1G) The court may determine such an appeal by—
- (a) making an order declaring that the person is approved (subject to such conditions, if any, as may be specified in the order), or
 - (b) making such other order as it thinks fit.
- (1H) It is for the owner—
- (a) if the owner served a notice under sub-paragraph (1B) above and the question arises whether the notice was served within the required period of 28 days, to show that it was;
 - (b) if the owner gave approval subject to any condition and the question arises whether the condition falls within sub-paragraph (1D) above, to show that it does;
 - (c) if the owner withheld approval and the question arises whether it was reasonable for the owner to do so, to show that it was.
- (1I) A request or notice under this paragraph—
- (a) must be in writing; and
 - (b) may be either delivered personally or sent by post.]
- (2) Where the occupier sells the mobile home, and assigns the agreement, as mentioned in subparagraph (1) above, the owner shall be entitled to receive a commission on the sale at a rate not exceeding such rate as may be specified by an order made by [^{F26}the appropriate national authority][^{F27}Scottish Ministers].
- [^{F28}(2A) Except to the extent mentioned in sub-paragraph (2) above, the owner may not require any payment to be made (whether to himself or otherwise) in connection with the sale of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (1) above.]

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- (3) An order under this paragraph—
- (a) shall be made by statutory instrument which [^{F29}(if made by the Secretary of State)] shall be subject to annulment in pursuance of a resolution of either House of Parliament; and
 - (b) may make different provision for different areas or for sales at different prices.

Textual Amendments

- F17** Sch. 1 Pt. 1 para. 8(1A)-(1G) inserted (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), **ss. 207(3)(a), 270(3)(a)** (with [s. 207\(6\)\(7\)](#))
- F18** Sch. 1 Pt. 1 para. 8(1C) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(4)(a)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(4)(a)** (with arts. 1(2)(3), 4)
- F19** Sch. 1 Pt. 1 para. 8(1D) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(4)(b)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(4)(b)** (with arts. 1(2)(3), 4)
- F20** Words in Sch. 1 Pt. 1 para. 8(1E) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(4)(c)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(4)(c)** (with arts. 1(2)(3), 4)
- F21** Word in Sch. 1 Pt. 1 Ch. 2 para. 8(1E) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(e)(i)**
- F22** Words in Sch. 1 Pt. 1 para. 8(1F)(a) substituted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(4)(d)(i)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(4)(d)(i)** (with arts. 1(2)(3), 4)
- F23** Sch. 1 Pt. 1 para. 8(1F)(b) omitted (E.) (1.10.2006) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(4)(d)(ii)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(4)(d)(ii)** (with arts. 1(2)(3), 4)
- F24** Sch. 1 Pt. 1 Ch. 2 paras. 8(1H), (1I) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(e)(ii)**
- F25** Sch. 1 Pt. 1 para. 8(1A)-(1I) inserted (S.) (28.5.2007) by [Housing \(Scotland\) Act 2006 \(asp 1\)](#), **ss. 169(3)(a), 195(3)** (with [ss. 169\(5\)\(6\), 193](#)); [S.S.I. 2007/270](#), art. 3
- F26** Words in Sch. 1 Pt. 1 para. 8(2) substituted (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), **ss. 207(3)(b), 270(3)(a)** (with [s. 207\(6\)\(7\)](#))
- F27** Words in Sch. 1 Pt. 1 para. 8(2) substituted (S.) (28.5.2007) by [Housing \(Scotland\) Act 2006 \(asp 1\)](#), **ss. 169(3)(b), 195(3)** (with [ss. 169\(5\), 193](#)); [S.S.I. 2007/270](#), art. 3
- F28** Sch. 1 Pt. 1 para. 8(2A) inserted (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **2(4)(e)** (with arts. 1(2)(3), 4) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **2(4)(e)** (with arts. 1(2)(3), 4)
- F29** Words in Sch. 1 Pt. 1 para. 8(3)(a) inserted (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), **ss. 207(3)(c), 270(3)(a)** (with [s. 207\(6\)\(7\)](#))

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Gift of mobile home

- 9 ^{F30}(1) The occupier shall be entitled to give the mobile home, and to assign the agreement, to a member of his family approved by the owner, whose approval shall not be unreasonably withheld.
- ^{F31}(2) Sub-paragraphs (1A) to ^{F32}(1G)]^{F32}(1I)] of paragraph 8 above shall apply in relation to the approval of a person for the purposes of sub-paragraph (1) above as they apply in relation to the approval of a person for the purposes of sub-paragraph (1) of that paragraph.]
- ^{F33}(2) Sub-paragraphs (1A) to (1I) of paragraph 8 above shall apply in relation to the approval of a person for the purposes of sub-paragraph (1) above as they apply in relation to the approval of a person for the purposes of sub-paragraph (1) of that paragraph.]
- ^{F34}(3) The owner may not require any payment to be made (whether to himself or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (1) above.]

Textual Amendments

- F30** Sch. 1 Pt. 1 para. 9 renumbered as Sch. 1 Pt. 1 para. 9(1) (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), [ss. 207\(4\)](#), [270\(3\)\(a\)](#) (with [s. 207\(6\)\(7\)](#)) and (S.) (28.5.2007) by [Housing \(Scotland\) Act 2006 \(asp 1\)](#), [ss. 169\(4\)](#), [195\(3\)](#) (with [ss. 169\(5\)\(6\)](#), [193](#)); S.S.I. 2007/270, [art. 3](#)
- F31** Sch. 1 Pt. 1 para. 9(2) inserted (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), [ss. 207\(4\)](#), [270\(3\)\(a\)](#) (with [s. 207\(6\)\(7\)](#))
- F32** Word in Sch. 1 Pt. 1 Ch. 2 para. 9(2) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), [arts. 1\(1\)](#), [3\(7\)\(f\)](#)
- F33** Sch. 1 Pt. 1 para. 9(2) inserted (S.) (28.5.2007) by [Housing \(Scotland\) Act 2006 \(asp 1\)](#), [ss. 169\(4\)](#), [195\(3\)](#) (with [s. 169\(5\)\(6\)](#), [193](#)); S.S.I. 2007/270, [art. 3](#)
- F34** Sch. 1 Pt. 1 para. 9(3) added (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), [arts. 1\(1\)](#), [2\(5\)](#) (with [arts. 1\(2\)\(3\)](#), [4](#)) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), [arts. 1\(1\)](#), [2\(5\)](#) (with [arts. 1\(2\)\(3\)](#), [4](#))

^{F35}Resiting of mobile home]]^{F35}Re-siting of mobile home]

Textual Amendments

- F35** Sch. 1 Pt. 1 paras. 10-29 and cross-headings substituted for Sch. 1 Pt. 1 para. 10 and cross-heading (E.) (1.10.2006) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), [arts. 1\(1\)](#), [2\(6\)](#) (with [arts. 1\(2\)\(3\)](#), [4](#)) and (W.) (30.11.2007) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), [arts. 1\(1\)](#), [2\(6\)](#) (with [arts. 1\(2\)\(3\)](#), [4](#))

- 10 ^{F35}(1) The owner shall be entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site ("the other pitch") if (and only if)—
- (a) on the application of the owner, the ^{F36}court]^{F36}appropriate judicial body] is satisfied that the other pitch is broadly comparable to the occupier's original

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- pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or
- (b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier’s original pitch.
- (2) If the owner requires the occupier to station the mobile home on the other pitch so that he can replace, or carry out repairs to, the base on which the mobile home is stationed, he must if the occupier so requires, or the [^{F37}court][^{F37}appropriate judicial body] on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.
- (3) The owner shall pay all the costs and expenses incurred by the occupier in connection with his mobile home being moved to and from the other pitch.
- (4) In this paragraph and in paragraph 13 below, “essential repair or emergency works” means—
- (a) repairs to the base on which the mobile home is stationed;
- (b) works or repairs needed to comply with any relevant legal requirements; or
- (c) works or repairs in connection with restoration following flood, landslide or other natural disaster.]

Textual Amendments

- F36** Words in Sch. 1 Pt. I Ch. 2 para. 10(1)(a) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(g)**
- F37** Words in Sch. 1 Pt. I Ch. 2 para. 10(2) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(g)**

[^{F35}Quiet enjoyment of the mobile home

- 11 The occupier shall be entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 10, 12, 13 and 14.

Owner’s right of entry to the pitch

- 12 The owner may enter the pitch without prior notice between the hours of 9 a.m. and 6 p.m.
- (a) to deliver written communications, including post and notices, to the occupier; and
- (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.
- 13 The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
- 14 Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 12 or 13 only if he has given the occupier at least 14 clear days’ written notice of the date, time and reason for his visit.

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- 15 The rights conferred by paragraphs 12 to 14 above do not extend to the mobile home.

The pitch fee

- 16 The pitch fee can only be changed in accordance with paragraph 17, either—
- (a) with the agreement of the occupier, or
 - (b) if the [^{F38}court][^{F38}appropriate judicial body] , on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

Textual Amendments

F38 Words in Sch. 1 Pt. I Ch. 2 para. 16(b) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(h\)](#)

- 17 (1) The pitch fee shall be reviewed annually as at the review date.
- (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.
- (3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.
- (4) If the occupier does not agree to the proposed new pitch fee—
- (a) the owner may apply to the [^{F39}court][^{F39}appropriate judicial body] for an order under paragraph 16(b) determining the amount of the new pitch fee;
 - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the [^{F39}court][^{F39}appropriate judicial body] under paragraph 16(b); and
 - (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the [^{F39}court][^{F39}appropriate judicial body] order determining the amount of the new pitch fee.
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date [^{F40}but, in the case of an application in relation to a protected site in England, no later than three months after the review date].
- (6) Sub-paragraphs (7) to (10) apply if the owner—
- (a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
 - (b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.
- (7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

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- (8) If the occupier has not agreed to the proposed pitch fee—
- (a) the owner may apply to the [^{F39}court][^{F39}appropriate judicial body] for an order under paragraph 16(b) determining the amount of the new pitch fee;
 - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the [^{F39}court][^{F39}appropriate judicial body] under paragraph 16(b); and
 - (c) if the [^{F39}court][^{F39}appropriate judicial body] makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).
- (9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (6)(b) [^{F41}but, in the case of an application in relation to a protected site in England, no later than four months after the date on which the owner serves that notice].
- [A tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made to it outside the time limit specified in ^{F42}(9A) sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.]
- (10) The occupier shall not be treated as being in arrears—
- (a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or
 - (b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the [^{F39}court][^{F39}appropriate judicial body] order determining the amount of the new pitch fee.

Textual Amendments

- F39** Words in Sch. 1 Pt. 1 Ch. 2 para. 17 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(i\)\(i\)](#)
- F40** Words in Sch. 1 Pt. 1 Ch. 2 para. 17(5) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(i\)\(ii\)](#)
- F41** Words in Sch. 1 Pt. 1 Ch. 2 para. 17(9) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(i\)\(iii\)](#)
- F42** Sch. 1 Pt. 1 Ch. 2 para. 17(9A) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(i\)\(iv\)](#)

- 18 (1) When determining the amount of the new pitch fee particular regard shall be had to—
- (a) any sums expended by the owner since the last review date on improvements—

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- (i) which are for the benefit of the occupiers of mobile homes on the protected site;
 - (ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and
 - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the [^{F43}court][^{F43}appropriate judicial body] , on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;
- (b) any decrease in the amenity of the protected site since the last review date; and
- (c) the effect of any enactment, other than an order made under paragraph 8(2) above, which has come into force since the last review date.
- (2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.
- (3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

Textual Amendments

F43 Words in Sch. 1 Pt. 1 Ch. 2 para. 18(1)(a)(iii) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(j\)](#)

19 [^{F44}(1)] When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

[In the case of a protected site in England, when determining the amount of the new ^{F45}(2) pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.]

Textual Amendments

F44 Sch. 1 Pt. 1 Ch. 2 para. 19 renumbered as Sch. 1 Pt. 1 Ch. 2 para. 19(1) (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(k\)\(i\)](#)

F45 Sch. 1 Pt. 1 Ch. 2 para. 19(2) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), [3\(7\)\(k\)\(ii\)](#)

20 (1) There is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1) above.

(2) Paragraph 18(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 18.

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Occupier's obligations

- 21 The occupier shall—
- (a) pay the pitch fee to the owner;
 - (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
 - (c) keep the mobile home in a sound state of repair;
 - (d) maintain—
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,
 in a clean and tidy condition; and
 - (e) if requested by the owner, provide him with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

- 22 The owner shall—
- (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—
 - (i) the size of the pitch and the base on which the mobile home is stationed; and
 - (ii) the location of the pitch and the base within the protected site;
 and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;
 - (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
 - (i) any new pitch fee;
 - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
 - (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;
 - (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;
 - (d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;
 - (e) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and
 - (f) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.

23 The owner shall not do or cause to be done anything which may adversely affect the ability of the occupier to perform his obligations under paragraph 21(c) and (d) above.

24 For the purposes of paragraph 22(e) above, to “consult” the occupier means—

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- (a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—
 - (i) describes the proposed improvements and how they will benefit the occupier in the long and short term;
 - (ii) details how the pitch fee may be affected when it is next reviewed; and
 - (iii) states when and where the occupier can make representations about the proposed improvements; and
 - (b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.
- 25 For the purposes of paragraph 22(f) above, to “consult” a qualifying residents' association means—
- (a) to give the association at least 28 clear days' notice in writing of the matters referred to in paragraph 22(f) which—
 - (i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
 - (ii) states when and where the association can make representations about the matters; and
 - (b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

Owner's name and address

- 26 (1) The owner shall by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on him by the occupier or a qualifying residents' association.
- (2) If the owner fails to comply with sub-paragraph (1), then (subject to sub-paragraph (5) below) any amount otherwise due from the occupier to the owner in respect of the pitch fee shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.
- (3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the notice must contain the following information—
- (a) the name and address of the owner; and
 - (b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.
- (4) Subject to sub-paragraph (5) below, where—
- (a) the occupier or a qualifying residents' association receives such a notice, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3) above,
- the notice shall be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

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- (5) An amount or notice within sub-paragraph (2) or (4) (as the case may be) shall not be treated as mentioned in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.
- (6) Nothing in sub-paragraphs (3) to (5) applies to any notice containing a demand to which paragraph 27(1) below applies.
- 27 (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain—
- (a) the name and address of the owner; and
 - (b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.
- (2) Subject to sub-paragraph (3) below, where—
- (a) the occupier receives such a demand, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),
- the amount demanded shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.
- (3) The amount demanded shall not be so treated in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges.

Qualifying residents' association

- 28 (1) A residents' association is a qualifying residents' association in relation to a protected site if—
- (a) it is an association representing the occupiers of mobile homes on that site;
 - (b) at least 50 per cent. of the occupiers of the mobile homes on that site are members of the association;
 - (c) it is independent from the owner, who together with any agent or employee of his is excluded from membership;
 - (d) subject to paragraph(c) above, membership is open to all occupiers who own a mobile home on that site;
 - (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;
 - (f) it has a chairman, secretary and treasurer who are elected by and from among the members;
 - (g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and
 - (h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, the [F46court][F46appropriate judicial body] has so ordered.

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- (2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1) (b) above, each mobile home shall be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Textual Amendments

- F46** Words in Sch. 1 Pt. 1 Ch. 2 para. 28(1)(h) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(7)(1)**

Interpretation

- 29 In [^{F47}this Schedule][^{F47}this Chapter]—

[^{F48}“pitch” means the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement;]

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;

“retail prices index” means the general index (for all items) published by the [^{F49}Statistics Board] or, if that index is not published for a relevant month, any substituted index or index figures published by [^{F50}the Board];

“review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced; and

“written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.]

Textual Amendments

- F47** Words in Sch. 1 Pt. 1 Ch. 2 para. 29 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 1 para. 3(a)** (with art. 1(3))
- F48** Words in Sch. 1 Pt. 1 Ch. 2 para. 29 repealed (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 1 para. 3(b)** (with art. 1(3))
- F49** Words in Sch. 1 Pt. 1 para. 29 substituted (1.4.2008) by [Statistics and Registration Service Act 2007 \(c. 18\), s. 74\(1\), Sch. 3 para. 2\(a\)](#); S.I. 2008/839, art. 2
- F50** Words in Sch. 1 Pt. 1 para. 29 substituted (1.4.2008) by [Statistics and Registration Service Act 2007 \(c. 18\), s. 74\(1\), Sch. 3 para. 2\(b\)](#); S.I. 2008/839, art. 2

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[^{F51}CHAPTER 3 E+W+S]

AGREEMENTS RELATING TO TRANSIT PITCHES IN ENGLAND ON A LOCAL AUTHORITY GYPSY AND TRAVELLER SITE OR A COUNTY COUNCIL GYPSY AND TRAVELLER SITE

Textual Amendments

F51 Sch. 1 Pt. I Chs. 3, 4 inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 1 para. 4** (with art. 1(3))

Duration of agreement

1. Subject to paragraph 2, the right to station the mobile home on the transit pitch subsists until the fixed period set out in the agreement expires or termination of the agreement under paragraph 3 or 4, whichever is sooner.
2. (1) If the owner's estate or interest is insufficient to enable the owner to grant the right for the fixed period set out in the agreement, the period for which the right subsists does not extend beyond the date when the owner's estate or interest determines.
 - (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in such terms that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.
 - (3) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it requires the owner to limit the duration of stay for mobile homes on the site, the period for which the right subsists does not extend beyond that duration.

Early termination by occupier

3. The occupier may terminate the agreement before the expiry of the fixed period set out in the agreement by giving written notice to the owner.

Early termination by owner

4. The owner may terminate the agreement before the expiry of the fixed period set out in the agreement—
 - (a) without being required to show any reason, by giving written notice not less than four weeks before the date on which that notice is to take effect, or
 - (b) forthwith, where—
 - (i) the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time, and
 - (ii) the owner considers it reasonable for the agreement to be terminated.

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Recovery of overpayments by occupier

5. Where the agreement is terminated as mentioned in paragraph 3 or 4, the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

Quiet enjoyment of the mobile home

6. The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 7, 8 and 9.

Owner's right of entry to the pitch

7. The owner may enter the pitch without prior notice between the hours of 9am and 6pm—
- (a) to deliver written communications, including post and notices, to the occupier; and
 - (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.
8. (1) The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
- (2) In this paragraph, “essential repair or emergency works” means—
- (a) repairs to the base on which the mobile home is stationed;
 - (b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;
 - (c) works or repairs needed to comply with any relevant legal requirements; or
 - (d) works or repairs in connection with restoration following flood, landslide or other natural disaster.
9. Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 7 or 8 only if the owner has given the occupier at least 14 clear days’ written notice of the date, time and reason for the owner’s visit.
10. The rights conferred by paragraphs 7 to 9 do not extend to the mobile home.

Owner's name and address

11. (1) The owner must by notice inform the occupier of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier.
- (2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.
- (3) Where in accordance with the agreement the owner gives any written notice to the occupier the notice must contain the name and address of the owner.

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Changes to legislation: There are currently no known outstanding effects for the Mobile Homes Act 1983, SCHEDULE 1. (See end of Document for details)

- (4) Where—
- (a) the occupier receives such a notice, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3),
- the notice is to be treated as not having been given until such time as the owner gives the information to the occupier in respect of the notice.
- (5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 12(1) applies.
12. (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.
- (2) Where—
- (a) the occupier receives such a demand, but
 - (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),
- the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

Interpretation

13. In this Chapter, “pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water, sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts.

CHAPTER 4 E+W+S

AGREEMENTS RELATING TO PERMANENT PITCHES IN ENGLAND ON A LOCAL AUTHORITY GYPSY AND TRAVELLER SITE OR A COUNTY COUNCIL GYPSY AND TRAVELLER SITE

Duration of agreement

1. Subject to paragraph 2, the right to station the mobile home on land forming part of the protected site subsists until the agreement is determined under paragraph 3, 4, 5 or 6.
2. (1) If the owner’s estate or interest is insufficient to enable the owner to grant the right for an indefinite period, the period for which the right subsists does not extend beyond the date when the owner’s estate or interest determines.
- (2) If planning permission for the use of the protected site as a site for mobile homes has been granted in terms such that it will expire at the end of a specified period, the period for which the right subsists does not extend beyond the date when the planning permission expires.

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- (3) If before the end of a period determined by this paragraph there is a change in circumstances which allows a longer period, account is to be taken of that change.

Termination by occupier

3. The occupier is entitled to terminate the agreement by notice in writing given to the owner not less than four weeks before the date on which it is to take effect.

Termination by owner

4. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the [F52court][F52appropriate judicial body]—
- (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.

Textual Amendments

F52 Words in Sch. 1 Pt. I Ch. 4 para. 4 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(a)**

5. The owner is entitled to terminate the agreement forthwith if, on the application of the owner, the [F53court][F53appropriate judicial body]—
- (a) is satisfied that the occupier is not occupying the mobile home as the occupier's only or main residence; and
 - (b) considers it reasonable for the agreement to be terminated.

Textual Amendments

F53 Words in Sch. 1 Pt. I Ch. 4 para. 5 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(b)**

6. (1) The owner is entitled to terminate the agreement forthwith if—
- (a) on the application of the owner, [F54the court][F54a tribunal] has determined that, having regard to its condition, the mobile home is having a detrimental effect on the amenity of the site, and
 - (b) then, on the application of the owner, the [F55court][F55appropriate judicial body], having regard to [F56its determination][F56the tribunal's determination] and to any other circumstances, considers it reasonable for the agreement to be terminated.
- (2) Sub-paragraphs (3) and (4) apply if, on an application to the [F57court][F57tribunal] under sub-paragraph (1)(a)—
- (a) the [F57court][F57tribunal] considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but

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- (b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and
 - (c) the occupier indicates to the ^{F57} court^{F57} tribunal that the occupier intends to carry out those repairs.
- (3) In such a case the ^{F58} court^{F58} tribunal may make an interim order—
- (a) specifying the repairs that must be carried out and the time within which they must be carried out, and
 - (b) adjourning the proceedings on the application for such period specified in the interim order as the ^{F58} court^{F58} tribunal considers reasonable to enable the repairs to be carried out.
- (4) If the ^{F59} court^{F59} tribunal makes an interim order under sub-paragraph (3), it must not make a determination under sub-paragraph (1)(a) unless it is satisfied that the specified period has expired without the repairs having been carried out.

Textual Amendments

- F54** Words in Sch. 1 Pt. I Ch. 4 para. 6(1)(a) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(i)**
- F55** Words in Sch. 1 Pt. I Ch. 4 para. 6(1)(b) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(ii)(aa)**
- F56** Words in Sch. 1 Pt. I Ch. 4 para. 6(1)(b) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(ii)(bb)**
- F57** Word in Sch. 1 Pt. I Ch. 4 para. 6(2) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(iii)**
- F58** Word in Sch. 1 Pt. I Ch. 4 para. 6(3) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(iii)**
- F59** Word in Sch. 1 Pt. I Ch. 4 para. 6(4) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(iii)**

Textual Amendments

- F52** Words in Sch. 1 Pt. I Ch. 4 para. 4 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(a)**
- F53** Words in Sch. 1 Pt. I Ch. 4 para. 5 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(b)**
- F54** Words in Sch. 1 Pt. I Ch. 4 para. 6(1)(a) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(i)**
- F55** Words in Sch. 1 Pt. I Ch. 4 para. 6(1)(b) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(ii)(aa)**

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- F56** Words in Sch. 1 Pt. I Ch. 4 para. 6(1)(b) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(ii)(bb)**
- F57** Word in Sch. 1 Pt. I Ch. 4 para. 6(2) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(iii)**
- F58** Word in Sch. 1 Pt. I Ch. 4 para. 6(3) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(iii)**
- F59** Word in Sch. 1 Pt. I Ch. 4 para. 6(4) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(c)(iii)**

Recovery of overpayments by occupier

7. Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6, the occupier is entitled to recover from the owner so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the termination.

Re-siting of mobile home

8. (1) The owner is entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site or a pitch forming part of another protected site ("the other pitch") if (and only if)—
- (a) on the application of the owner, [^{F60}the court][^{F60}a tribunal] is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or
 - (b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.
- (2) If the owner requires the occupier to station the mobile home on the other pitch so that the owner can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must if the occupier so requires, or [^{F60}the court][^{F60}a tribunal] on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.
- (3) The owner must pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.
- (4) In this paragraph and in paragraph 11, "essential repair or emergency works" means—
- (a) repairs to the base on which the mobile home is stationed;
 - (b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;
 - (c) works or repairs needed to comply with any relevant legal requirements; or

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- (d) works or repairs in connection with restoration following flood, landslide or other natural disaster.

Textual Amendments

F60 Word in Sch. 1 Pt. I Ch. 4 para. 8 substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(d)**

Quiet enjoyment of the mobile home

9. The occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 8, 10, 11 and 12.

Owner's right of entry to the pitch

10. The owner may enter the pitch without prior notice between the hours of 9am and 6pm—
- (a) to deliver written communications, including post and notices, to the occupier; and
 - (b) to read any meter for gas, electricity, water, sewerage or other services supplied by the owner.
11. The owner may enter the pitch to carry out essential repair or emergency works on giving as much notice to the occupier (whether in writing or otherwise) as is reasonably practicable in the circumstances.
12. Unless the occupier has agreed otherwise, the owner may enter the pitch for a reason other than one specified in paragraph 10 or 11 only if the owner has given the occupier at least 14 clear days' written notice of the date, time and reason for the owner's visit.
13. The rights conferred by paragraphs 10 to 12 do not extend to the mobile home.

The pitch fee

14. The pitch fee can only be changed in accordance with paragraph 15, either—
- (a) with the agreement of the occupier, or
 - (b) if [^{F61}the court][^{F61}a tribunal], on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

Textual Amendments

F61 Word in Sch. 1 Pt. I Ch. 4 para. 14(b) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(e)**

15. (1) The pitch fee will be reviewed annually as at the review date.
- (2) At least 28 clear days before the review date the owner must serve on the occupier a written notice setting out the owner's proposals in respect of the new pitch fee.

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- (3) If the occupier agrees to the proposed new pitch fee, it is payable as from the review date.
- (4) If the occupier does not agree to the proposed new pitch fee—
 - (a) the owner may apply to [F62the court][F62a tribunal] for an order under paragraph 14(b) determining the amount of the new pitch fee;
 - (b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by [F62the court][F62a tribunal] under paragraph 14(b); and
 - (c) the new pitch fee is payable as from the review date but the occupier is not to be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of [F62the court][F62a tribunal] order determining the amount of the new pitch fee.
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but no later than three months after the review date.
- (6) Sub-paragraphs (7) to (11) apply if the owner—
 - (a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
 - (b) at any time thereafter serves on the occupier a written notice setting out the owner’s proposals in respect of a new pitch fee.
- (7) If (at any time) the occupier agrees to the proposed pitch fee, it is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).
- (8) If the occupier has not agreed to the proposed pitch fee—
 - (a) the owner may apply to [F63the court][F63a tribunal] for an order under paragraph 14(b) determining the amount of the new pitch fee;
 - (b) the occupier must continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by [F63the court][F63a tribunal] under paragraph 14(b); and
 - (c) if [F63the court][F63a tribunal] makes such an order, the new pitch fee is payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).
- (9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice.
- (10) [F64The court][F64A tribunal] may permit an application under sub-paragraph (4)(a) or (8)(a) to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable

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time limit and for any delay since then in applying for permission to make the application out of time.

- (11) The occupier is not to be treated as being in arrears—
- (a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or
 - (b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of [^{F65}the court][^{F65}a tribunal] order determining the amount of the new pitch fee.

Textual Amendments

- F62** Word in Sch. 1 Pt. I Ch. 4 para. 15(4) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(i)**
- F63** Word in Sch. 1 Pt. I Ch. 4 para. 15(8) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(i)**
- F64** Word in Sch. 1 Pt. I Ch. 4 para. 15(10) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(ii)**
- F65** Word in Sch. 1 Pt. I Ch. 4 para. 15(11) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(i)**

16. (1) When determining the amount of the new pitch fee particular regard must be had to—
- (a) any sums expended by the owner since the last review date on improvements—
 - (i) which are for the benefit of the occupiers of mobile homes on the protected site;
 - (ii) which were the subject of consultation in accordance with paragraph 20(f) and (g); and
 - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, [^{F66}the court][^{F66}a tribunal], on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;
 - (b) any decrease in the amenity of the protected site since the last review date; and
 - (c) the effect of any enactment which has come into force since the last review date.
- (2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.
- (3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

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Textual Amendments

F66 Words in Sch. 1 Pt. I Ch. 4 para. 16(1)(a)(iii) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(g)**

17. When determining the amount of the new pitch fee no regard may be had to—
- (a) any costs incurred by the owner in connection with expanding the protected site, or
 - (b) any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.
18. (1) There is a presumption that the pitch fee will increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 16(1).
- (2) Paragraph 16(3) applies for the purposes of this paragraph as it applies for the purposes of paragraph 16.

Textual Amendments

F61 Word in Sch. 1 Pt. I Ch. 4 para. 14(b) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(e)**

F62 Word in Sch. 1 Pt. I Ch. 4 para. 15(4) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(i)**

F63 Word in Sch. 1 Pt. I Ch. 4 para. 15(8) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(i)**

F64 Word in Sch. 1 Pt. I Ch. 4 para. 15(10) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(ii)**

F65 Word in Sch. 1 Pt. I Ch. 4 para. 15(11) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(f)(i)**

F66 Words in Sch. 1 Pt. I Ch. 4 para. 16(1)(a)(iii) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(g)**

Occupier's obligations

19. The occupier must—
- (a) pay the pitch fee to the owner;
 - (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
 - (c) keep the mobile home in a sound state of repair;
 - (d) maintain—
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,in a clean and tidy condition; and

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- (e) if requested by the owner, provide the owner with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

Owner's obligations

20. The owner must—
- (a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—
 - (i) the size of the pitch and the base on which the mobile home is stationed; and
 - (ii) the location of the pitch and the base within the protected site; and such details must include measurements between identifiable fixed points on the protected site and the pitch and the base;
 - (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
 - (i) any new pitch fee;
 - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
 - (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;
 - (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;
 - (d) be responsible for repairing other amenities provided by the owner on the pitch including any outhouses and facilities provided;
 - (e) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;
 - (f) consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee; and
 - (g) consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly.
21. The owner must not do or cause to be done anything which may adversely affect the ability of the occupier to perform the occupier's obligations under paragraph 19(c) and (d).
22. For the purposes of paragraph 20(f), to "consult" the occupier means—
- (a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—
 - (i) describes the proposed improvements and how they will benefit the occupier in the long and short term;
 - (ii) details how the pitch fee may be affected when it is next reviewed; and
 - (iii) states when and where the occupier can make representations about the proposed improvements; and

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- (b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.
23. For the purposes of paragraph 20(g), to “consult” a qualifying residents’ association means—
- (a) to give the association at least 28 clear days’ notice in writing of the matters referred to in paragraph 20(g) which—
- (i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
- (ii) states when and where the association can make representations about the matters; and
- (b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

Owner’s name and address

24. (1) The owner must by notice inform the occupier and any qualifying residents’ association of the address in England or Wales at which notices (including notices of proceedings) may be served on the owner by the occupier or a qualifying residents’ association.
- (2) If the owner fails to comply with sub-paragraph (1), then any amount otherwise due from the occupier to the owner in respect of the pitch fee is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.
- (3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents’ association, the notice must contain the name and address of the owner.
- (4) Where—
- (a) the occupier or a qualifying residents’ association receives such a notice, but
- (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3),
- the notice is to be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.
- (5) Nothing in sub-paragraphs (3) and (4) applies to any notice containing a demand to which paragraph 25(1) applies.
25. (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain the name and address of the owner.
- (2) Where—
- (a) the occupier receives such a demand, but
- (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),
- the amount demanded is to be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

Status: Point in time view as at 30/04/2011.

Changes to legislation: There are currently no known outstanding effects for the Mobile Homes Act 1983, SCHEDULE 1. (See end of Document for details)

Qualifying residents' association

26. (1) A residents' association is a qualifying residents' association in relation to a protected site if—
- (a) it is an association representing the occupiers of mobile homes on that site;
 - (b) at least 50 per cent of the occupiers of the mobile homes on that site are members of the association;
 - (c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;
 - (d) subject to paragraph (c), membership is open to all occupiers who own a mobile home on that site;
 - (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the residents' association;
 - (f) it has a chair, secretary and treasurer who are elected by and from among the members;
 - (g) with the exception of administrative decisions taken by the chair, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each mobile home; and
 - (h) the owner has acknowledged in writing to the secretary that the association is a qualifying residents' association, or, in default of this, [F67 the court][F67 a tribunal] has so ordered.
- (2) When calculating the percentage of occupiers for the purpose of sub-paragraph (1) (b), each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Textual Amendments

F67 Words in Sch. 1 Pt. I Ch. 4 para. 26(1)(h) substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(8)(h)**

Interpretation

27. In this Chapter—
- “pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water, sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts;
- “retail prices index” means the general index (for all items) published by the Statistics Board or, if that index is not published for a relevant month, any substituted index or index figures published by the Board;
- “review date” means the date specified in the written statement as the date on which the pitch fee will be reviewed in each year, or if no such date is specified, each anniversary of the date the agreement commenced; and
- “written statement” means the written statement that the owner of the protected site is required to give to the occupier by section 1(2) of this Act.]

Status: Point in time view as at 30/04/2011.

Changes to legislation: There are currently no known outstanding effects for the Mobile Homes Act 1983, SCHEDULE 1. (See end of Document for details)

PART II **E**

MATTERS CONCERNING WHICH TERMS MAY BE IMPLIED BY [^{F68}COURT][^{F68}APPROPRIATE JUDICIAL BODY]

Textual Amendments

F68 Words in Sch. 1 Pt. II heading substituted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Jurisdiction of Residential Property Tribunals\) \(England\) Order 2011 \(S.I. 2011/1005\)](#), arts. 1(1), **3(9)**

^{F69}[^{F70}1 The right of the occupier to quiet enjoyment or, in Scotland, undisturbed possession of the mobile home.]

Textual Amendments

F69 Sch. 1 Pt. 2 para. 1 omitted (W.) (30.11.2007) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **3** (with arts. 1(2)(3), 4)

F70 Sch. 1 Pt. 2 para. 1 omitted (E.) (1.10.2006) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **3** (with arts. 1(2)(3), 4)

2 The sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid.

3 The review at yearly intervals of the sums so payable.

4 The provision or improvement of services available on the protected site, and the use by the occupier of such services.

5 The preservation of the amenity of the protected site.

^{F71}[^{F72}6 The maintenance and repair of the protected site by the owner, and the maintenance and repair of the mobile home by the occupier.]

Textual Amendments

F71 Sch. 1 Pt. 2 para. 6 omitted (W.) (30.11.2007) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **3** (with arts. 1(2)(3), 4)

F72 Sch. 1 Pt. 2 para. 6 omitted (E.) (1.10.2006) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. 1(1), **3** (with art. 1(2)(3), 4)

^{F73}[^{F74}7 Access by the owner to the land on which the occupier is entitled to station the mobile home.]

Textual Amendments

F73 Sch. 1 Pt. 2 para. 7 omitted (W.) (30.11.2007) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(Wales\) Order 2007 \(S.I. 2007/3151\)](#), arts. 1(1), **3** (with arts. 1(2)(3), 4)

F74 Sch. 1 Pt. 2 para. 7 omitted (E.) (1.10.2006) by virtue of [The Mobile Homes Act 1983 \(Amendment of Schedule 1\) \(England\) Order 2006 \(S.I. 2006/1755\)](#), arts. **1(1)**, **3** (with art. 1(2)(3), 4)

Status: Point in time view as at 30/04/2011.

Changes to legislation: There are currently no known outstanding effects for the Mobile Homes Act 1983, SCHEDULE 1. (See end of Document for details)

[^{F75}PART 3 E+W

SUPPLEMENTARY PROVISIONS

Textual Amendments

F75 Sch. 1 Pt. 3 inserted (E.W.) (18.1.2005) by [Housing Act 2004 \(c. 34\)](#), **ss. 207(5), 270(3)(a)** (with s. 207(6)(7))

Duty to forward requests under paragraph 8 or 9 [^{F76}of Chapter 2] of Part 1

Textual Amendments

F76 Words in Sch. 1 Pt. 3 para. 1 heading inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 2 para. 1(4)(a)** (with art. 1(3))

- 1 (1) This paragraph applies to—
- (a) a request by the occupier for the owner to approve a person for the purposes of paragraph 8(1) [^{F77}of Chapter 2] of Part 1 (see paragraph 8(1A)), or
 - (b) a request by the occupier for the owner to approve a person for the purposes of paragraph 9(1) [^{F78}of Chapter 2] of Part 1 (see paragraph 8(1A) as applied by paragraph 9(2)).
- (2) If a person (“the recipient”) receives such a request and he—
- (a) though not the owner, has an estate or interest in the protected site, and
 - (b) believes that another person is the owner (and that the other person has not received such a request),
- the recipient owes a duty to the occupier to take such steps as are reasonable to secure that the other person receives the request within the period of 28 days beginning with the date on which the recipient receives it.
- (3) In paragraph 8(1B) [^{F79}of Chapter 2] of Part 1 of this Schedule (as it applies to any request within sub-paragraph (1) above) any reference to the owner receiving such a request includes a reference to his receiving it in accordance with sub-paragraph (2) above.

Textual Amendments

F77 Words in Sch. 1 Pt. 3 para. 1(1)(a) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 2 para. 1(4)(b)** (with art. 1(3))

F78 Words in Sch. 1 Pt. 3 para. 1(1)(b) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 2 para. 1(4)(c)** (with art. 1(3))

F79 Words in Sch. 1 Pt. 3 para. 1(3) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), **Sch. 2 para. 1(4)(d)** (with art. 1(3))

Status: Point in time view as at 30/04/2011.

Changes to legislation: There are currently no known outstanding effects for the Mobile Homes Act 1983, SCHEDULE 1. (See end of Document for details)

Action for breach of duty under paragraph 1

- 2 (1) A claim that a person has broken the duty under paragraph 1(2) above may be made the subject of civil proceedings in like manner as any other claim in tort for breach of statutory duty.
- (2) The right conferred by sub-paragraph (1) is in addition to any right to bring proceedings, in respect of a breach of any implied term having effect by virtue of paragraph 8 or 9 [^{F80}of Chapter 2] of Part 1 of this Schedule, against a person bound by that term.]

Textual Amendments

F80 Words in Sch. 1 Pt. 3 para. 2(2) inserted (E.) (30.4.2011) by [The Mobile Homes Act 1983 \(Amendment of Schedule 1 and Consequential Amendments\) \(England\) Order 2011 \(S.I. 2011/1003\)](#), art. 1(1), [Sch. 2 para. 1\(4\)\(e\)](#) (with art. 1(3))

Status:

Point in time view as at 30/04/2011.

Changes to legislation:

There are currently no known outstanding effects for the Mobile Homes Act 1983, SCHEDULE 1.