

2014 No. 1762 (W. 177)

MOBILE HOMES, WALES

The Mobile Homes (Written
Statement) (Wales) Regulations
2014

EXPLANATORY NOTE

(This note is not part of the Regulations)

Part 4 of the Mobile Homes (Wales) Act 2013 (“the 2013 Act”) applies to all agreements under which persons are entitled to station a mobile home on a protected site and occupy it as their only or main residence. Part 4 of the 2013 Act provides that before such an agreement is entered into, the site owner must give a written statement to the proposed occupier of the mobile home. This statement must include the matters specified in section 49(1)(a) to (d) of Part 4 of the 2013 Act and must comply with such other requirements as may be prescribed by the Welsh Ministers by regulations.

These Regulations specify that the written statement must contain certain information, in addition to that required by section 49(1)(a) to (d) of Part 4 of the 2013 Act, and must be in the form set out in the Schedule to these Regulations.

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

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

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

These Regulations revoke the Mobile Homes (Written Statement) (Wales) Regulations 2012.

The Welsh Ministers’ Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, it was not considered necessary to carry out a

Regulatory Impact Assessment as to the likely costs and benefits of complying with these Regulations.

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Statement) (Wales) Regulations
2014

Made 2 July 2014

Laid before the National Assembly for Wales
July 2014

Coming into force 1 October 2014

The Welsh Ministers, in exercise of their power under section 49(1)(e) of Part 4 of the Mobile Homes (Wales) Act 2013(1), make the following Regulations.

Title, commencement and application

1.—(1) The title of these Regulations is the Mobile Homes (Written Statement) (Wales) Regulations 2014 and they come into force on 1 October 2014.

(2) These Regulations apply in relation to any written statement given on or after 1 October 2014 with respect to an agreement—

- (a) for the stationing of a mobile home(2) on a protected site(3) in Wales, and
- (b) to which Part 4 of the Mobile Homes (Wales) Act 2013 will apply.

Interpretation

2. In these Regulations—

“the 2013 Act” (“*Deddf 2013*”) means the Mobile Homes (Wales) Act 2013; and

“written statement” (“*datganiad ysgrifenedig*”) means the written statement that the owner of a protected site is required by section 49(1) of the 2013 Act to give to the proposed occupier.

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- (1) 2013 anaw 6.
 - (2) For the definition of “mobile home”, see section 60 of the Mobile Homes (Wales) Act 2013.
 - (3) For the definition of “protected site”, see section 2(2) of the Mobile Homes (Wales) Act 2013.

Written statement: prescribed requirements

3. The requirements with which a written statement must comply for the purposes of section 49(1) of the 2013 Act (in addition to the requirements of section 49(1)(a) to (d) of the 2013 Act) are—

- (a) that it must contain—
 - (i) the note preceding Part 1 of the Schedule to these Regulations, and
 - (ii) the information mentioned in Parts 1 to 3 of that Schedule (so far as not already required by section 49(1)(a) to (d) of the 2013 Act), and
- (b) that it must be in the form set out in that Schedule or a form substantially to the same effect.

Revocation

4. The Mobile Homes (Written Statement) (Wales) Regulations 2012⁽¹⁾ are revoked.

Carl Sargeant

Minister for Housing and Regeneration, one of the
Welsh Ministers

2 July 2014

(1) S.I. 2012/2675 (W. 289).

SCHEDULE

Regulation 3

WRITTEN STATEMENT UNDER THE MOBILE HOMES (WALES) ACT 2013 REQUIRED TO BE GIVEN TO A PROPOSED OCCUPIER OF A PITCH

IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE, FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

PART 1

Information about your Rights

The Mobile Homes (Wales) Act 2013

1. You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under Part 4 of the Mobile Homes (Wales) Act 2013 ("the 2013 Act"). These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.

Implied Terms

2. Part 1 of Schedule 2 to the 2013 Act contains implied terms (Chapter 2 applies to agreements relating to all pitches on a protected site except those on local authority Gypsy and Traveller sites; Chapter 3 applies to agreements relating to transit pitches on local authority Gypsy and Traveller sites and Chapter 4 applies to agreements relating to permanent pitches on local authority Gypsy and Traveller sites) which will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which Part 4 of the 2013 Act applies. The terms that will apply to you are contained in the Annex to Part 2 of this statement.

Express Terms

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

(The following paragraph does not apply to an agreement for a transit or permanent pitch on a local authority Gypsy and Traveller site.)

4. The site rules for your site, as deposited with your local authority, also form part of the express terms of your agreement, which are set out in Part 3 of this statement. Site rules may only be made, varied or deleted in accordance with the prescribed procedure, as set out in section 52 of the 2013 Act.

Additional Terms

(The following paragraph does not apply to an agreement that relates to a transit pitch on a local authority Gypsy and Traveller Site.)

5. There are additional terms set out in Part 2 of Schedule 2 to the 2013 Act which you can ask a residential property tribunal to be included in your agreement. These deal with the following matters:

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

Right to challenge express terms

(The following paragraphs do not apply to an agreement that relates to a transit pitch on a local authority Gypsy and Traveller Site. They also do not apply to site rules which form part of the express terms of your agreement.)

6. If you enter into the agreement and subsequently become dissatisfied with the express terms of the agreement you can challenge them, but you must do so within 6 months of the date on which you enter into the agreement or the date you received the written statement, whichever is later. If you wish to challenge your agreement, you are advised to consult a solicitor or citizens advice bureau.

7. You can challenge the express terms by making an application to a residential property tribunal. You can

ask for any express terms of the agreement (those set out in Part 3 of this statement) to be changed or deleted.

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

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

Six months time limit for challenging the terms

(The following paragraph does not apply to an agreement that relates to a transit pitch on a local authority Gypsy and Traveller Site. It also does not apply to site rules which form part of the express terms of your agreement.)

10. You must act quickly if you want to challenge the terms. If you or the site owner make no application to a tribunal within 6 months of the date on which you entered into the agreement or the date you received the written statement, whichever is later, both you and the site owner will be bound by the terms of the agreement and will not be able to change them unless both parties agree.

Unfair terms

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

Disputes

12. If you have a disagreement with your site owner about rights or obligations under your agreement, or Part 4 of the 2013 Act more generally, and you are unable to resolve the matter between yourselves, you can refer the matter to a Residential Property Tribunal. Sometimes there is a time limit for doing so. More information on applications to the tribunal can be found at <http://rpt.wales.gov.uk> or from your local Residential Property Tribunal Office.

13. Your site owner can only terminate your agreement on the grounds specified in the implied terms. You cannot be evicted from the site without an order from the court. If you are notified of termination

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

proceedings and you wish to take legal advice, you should do so promptly.

Arbitration

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

15. If the agreement to go to arbitration was made before the dispute arose, Part 4 the 2013 Act provides that such a term will have no effect. Instead such disputes may only be determined by a Residential Property Tribunal.

PART 2

Particulars of the Agreement

1. The Mobile Homes Act (Wales) 2013 will apply to the agreement.

Parties to the agreement

2. The parties to the agreement will be:

.....

.....
(insert name(s) and address of mobile home occupier(s))

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

Start date

3. The agreement will begin on

.....

(insert date)

Particulars of the pitch

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

.....

.....

.....

Plan

5. A plan showing—

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

is attached to this statement.

Site owner’s interest

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

.....
(if this *statement* applies, insert date);

Or

The site owner’s planning permission for the site will end on:

.....
(if this *statement* applies, insert date)

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

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

Pitch fee

7. The pitch fee will be payable from:

..... *(insert date)*

The pitch fee will be payable
weekly/monthly/quarterly/annually
(cross out the words which do not apply)

The pitch fee is

The following services are included in the pitch fee –

Water

Sewerage

.....

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

Review of pitch fee

8. The pitch fee will be reviewed on:

..... (insert date)

This date is the review date.
(cross out this paragraph if not applicable)

Additional charges

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

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

Annex to Part 2

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

[Site owner to include in this Annex the correct set of implied terms:

the implied terms in Chapter 2 of Part 1 of Schedule 2 to the Mobile Homes (Wales) Act 2013 apply in relation to all pitches on protected sites except those on local authority Gypsy and Traveller sites;

the implied terms in Chapter 3 of that Schedule apply to transit pitches on local authority Gypsy and Traveller sites;

and the implied terms in Chapter 4 of that Schedule apply to permanent pitches on local authority Gypsy and Traveller sites.]

PART 3

Express Terms of the Agreement

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

[Terms to be inserted by site owner]