WELSH STATUTORY INSTRUMENTS

2012 No. 2675 (W.289)

MOBILE HOMES, WALES

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

Made - - - -	*24 October 2012*
Laid before the National Assembly for Wales - -	*29 October 2012*
Coming into force - -	*19 November 2012*

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

Title, commencement and application

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

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

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

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

Interpretation

2. In these Regulations—

"the 1983 Act" ("*Deddf 1983*") means the Mobile Homes Act 1983;

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

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

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

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

Written statement: prescribed requirements

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

(a) that it must contain—

(i) the note preceding Part 1 of the Schedule to these Regulations, and

(ii) the information mentioned in Parts 1 to 3 of that Schedule (so far as not already required by section 1(2)(a) to (d) of the 1983 Act), and

(b) that it must be in the form set out in that Schedule or a form substantially to the same effect.

Revocation

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

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

24 October 2012

(**4**) S.I. 2007/3164 (W.275).

SCHEDULE Regulation 3

WRITTEN STATEMENT UNDER THE MOBILE HOMES ACT 1983 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 Act 1983

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

Implied terms

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

Express terms

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

Additional terms

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

(a) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;

(b) the review at yearly intervals of the sums so payable;

(c) the provision or improvement of services available on the protected site, and the use by the occupier of such services; and

(d) the preservation of the amenity of the protected site.

Right to challenge express terms

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

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

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

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

Six months time limit for challenging the terms

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