Draft Order laid before Parliament under section 2A(6) of the Mobile Homes Act 1983, for approval by resolution of each House of Parliament.

DRAFT STATUTORY INSTRUMENTS

2011 No.

MOBILE HOMES, ENGLAND

The Mobile Homes Act 1983 (Amendment of Schedule 1 and Consequential Amendments) (England) Order 2011

Made - - - -	*2011*
Coming into force - -	*30th April 2011*

The Secretary of State, in exercise of the powers conferred by section 2A of the Mobile Homes Act 1983(**1**) and following consultation in accordance with section 2A(5) of that Act, makes the following Order.

A draft of this instrument has been laid before, and approved by a resolution of, each House of Parliament in accordance with section 2A(6) of the Mobile Homes Act 1983.

Citation, commencement, extent and application

1.—(1) This Order may be cited as the Mobile Homes Act 1983 (Amendment of Schedule 1 and Consequential Amendments) (England) Order 2011 and comes into force on 30th April 2011 ("the commencement date").

(2) This Order extends to England and Wales only.

(3) The amendments made by this Order apply in relation to agreements made on or after the commencement date.

Amendments of Part 1 of Schedule 1 to the Mobile Homes Act 1983

2. The amendments in Schedule 1 to this Order have effect.

Consequential amendments

3. The amendments in Schedule 2 to this Order have effect.

(**1**) 1983 c. 34. Section 2A was inserted by section 208(1) of the Housing Act 2004 (c. 34).

Signed by authority of the Secretary of State for Communities and Local Government

Name
Minister of State
Department for Communities and Local Government

Date

SCHEDULE 1

Article 2

1. Part 1 of Schedule 1 to the Mobile Homes Act 1983 (terms implied into agreements to which the Act applies) is amended as follows.

2. After the heading "Terms implied by Act" insert—

"CHAPTER 1

Application and interpretation

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—

(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.

CHAPTER 2

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"

3. In paragraph 29 of Part 1 of Schedule 1 (interpretation)—

(a) for "this Schedule" substitute "this Chapter"; and

(b) the definition of "pitch" is repealed.

4. After paragraph 29 of Schedule 1 insert—

"CHAPTER 3

Agreements relating to transit 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 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.

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.

(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.