



THE LEASEHOLD ADVISORY SERVICE

PARK HOMES *ADVICE GUIDE*

BUYING A PARK HOME

BACKGROUND _____ (2)

IMPLIED TERMS _____ (2)

BUYING A PARK HOME FROM THE SITE OWNER _____ (2)

BUYING A PARK HOME
FROM AN EXISTING HOME OWNER _____ (3)

THE NEW PROCESS FOR BUYING A PARK HOME
IN ENGLAND _____ (4)

GIFTING A PARK HOME TO A FAMILY MEMBER _____ (5)

USEFUL ADDRESSES _____ (7)

This guide is not meant to describe or give a full interpretation of the law – only the courts can do that. Nor does it cover every case. If you are in any doubt about your rights and duties then seek specific advice.

BUYING (OR GIFTING) A PARK HOME

Important changes have been made to the process by which park homes can be bought from existing home owners in England following recent amendments to the Mobile Homes Act 1983.

BACKGROUND

The Mobile Homes Act 1983 (the 1983 Act) provides a framework of rights and obligations to park home owners on ‘**protected sites**’. These are sites that are required to be licensed by the local authority (under Part 1 of the Caravan Sites and Control of Development Act 1960) and have planning permission that allows for residential homes or a mixture of residential and holiday homes and does not stipulate periods of the year where no home on the site can be occupied.

A ‘**park home**’ falls within the definition of a caravan for these purposes, which means that they are subject to certain size restrictions and must be capable of being moved, although they are referred to as ‘mobile homes’ in the legislation.

IMPLIED TERMS

If you have an agreement to station your park home on a protected site and occupy it as your only or main residence then you will have the benefit of the rights and protections provided by the 1983 Act. Implied terms are the minimum rights and obligations that all park homes owners in England have. The 1983 Act contains 28 implied terms, covering such areas as security of tenure, dealing with the circumstances in which the agreement can be terminated, your right to sell (or gift) the home, the review of the pitch fee and the other obligations of both the site and home owner. The current implied terms came into force on 30 April 2011 (amended by the Mobile Homes Act 2013) whether or not the agreement was made after that date and cannot be excluded by any express term in the agreement.

Please see the [Park Homes Factsheet](#) produced by the Department for Communities and Local Government which sets out in detail these implied terms under Schedule 1 of the 1983 Act subject to the changes made by the Mobile Homes Act 2013.

BUYING A PARK HOME FROM THE SITE OWNER

The recent changes made by the Mobile Homes Act 2013 will have little impact upon the process of purchasing a park home from the site owner.



What will be the terms of your agreement with the site owner?

Where you are buying a park home directly from the site owner (or bringing your own home onto the site) you can seek to negotiate the terms of your agreement with the site owner, although certain terms will be implied into the agreement by the 1983 Act.



What you should receive

The site owner should provide you with a **written statement** setting out the specific terms of your agreement to live in your park home on the site. This must be given to you **28 days** before you sign the agreement (or if there is no such agreement at least 28 days before occupation).

The terms of the written statement will apply whether or not they are part of any written agreement with the site owner.

The form of the written statement has been prescribed by regulations. The latest version is contained in the [Mobile Homes \(Written Statement\) \(England\) Regulations 2011](#) which applies to written statements provided after 30 April 2011.

The written statement contains information about your rights and the particulars of your agreement such as the details of the pitch on which the park home rests, the pitch fee, the terms that are implied into the agreement under the 1983 Act including repairing responsibilities and any additional express terms that it is proposed should be included in the agreement.



What happens if you don't receive a written statement?

Then any express terms in the agreement such as those providing for the payment of the pitch fee cannot be enforced by the site owner.

You can apply to a tribunal for an order that the written statement is provided by the site owner.

The form that should be used is **Form PH1**.



Will there be any other rules that I will have to comply with?

There will often be specific rules that will apply to your particular site (site rules) which deal with such matters as any age restrictions, the use of car parking areas and keeping pets.



Can the terms of my agreement be changed?

You or the site owner can apply to a tribunal to delete, vary or add an express term within the first six months of the original agreement being made.

The form that should be used is **Form PH2**.

BUYING A PARK HOME FROM AN EXISTING HOME OWNER

Significant changes have been made by the Mobile Homes Act 2013 to the process by which a mobile home is bought and sold in England following changes made by the Mobile Homes Act 2013. These changes mean that as from 26 May 2013 a buyer does not have to have any contact with the site owner before buying the home.

Please note that until changes are made to the law that applies in Wales, the consent of the site owner will still be required for you to purchase a park home there.



What will be the terms of your agreement with the site owner?

You will be taking over an existing agreement with the site owner and so this will depend upon the particular agreement that was previously made with the site owner for the home to be stationed on the site. However certain terms will be implied into your agreement and these are the terms that were referred to at the beginning of this guide.

THE NEW PROCESS FOR BUYING A PARK HOME IN ENGLAND

New terms concerning the sale of the park home are now being implied into agreements between park home owners and site owners. These new implied terms vary depending on whether the home was acquired by the current owner on or before 26 May 2013.

However the changes that have been introduced will mean that in all cases the site owner will have **no direct involvement** in the sale or gift of a park home and any inconsistent provision in the agreement or site rules will not be enforceable.

The process

Once you have agreed with the seller to purchase the park home, the seller will be required to serve you with a prescribed notice called a [Buyer's Information Form](#) at least 28 days before the sale date. This notice will include prescribed information including the proposed sale price and details about the pitch fee and the site owner.



Does any other documentation need to accompany this?

The other documentation that the seller must also give you is set out in the above [Buyer's Information Form](#) and includes the agreement, site rules, evidence of charges payable for utilities and any survey of the park home.



Is there any need to inform the site owner about the sale and purchase of the park home?

If the current home owner acquired their park home **before 26 May 2013**, you and the seller will be required to send to the site owner a [Notice of Proposed Sale Form](#) containing your name and, if the site has rules, confirmation that you will comply with any site rules concerning age restrictions, the keeping of pets and the parking of vehicles.

The sale can go ahead if the seller does not receive a notification **within 21 days** of the service of the [Notice of Proposed Sale Form](#) that the site owner has applied to a tribunal for a **Refusal Order** on the grounds that you will not comply with these rules, or there is insufficient evidence of compliance. The seller will have to transfer the pitch agreement (this is called the Assignment) to you. Both of you will need to complete an [Assignment Form](#) which provides confirmation of the agreed purchase price, the commission payable to the site owner and the pitch fee payable by the new occupier.

You will be required to provide the site owner with details of the seller's forwarding address when you notify the site owner that you are the new owner of the home. You must therefore ensure that the seller provides you with a forwarding address.

You will need to retain 10% of the purchase price to pay to the site owner, although this does not become payable until the site owner has provided his bank details following the service of the [Notice of Assignment](#) (see below).

Please note that there will be no need to inform the site owner of the sale where the home was acquired by the seller **after 26 May 2013**.



Is there anything else that needs to be done?

Within seven days of the assignment, you must complete and send a [Notice of Assignment](#) form to the site owner with documentary evidence of the price paid for the park home..

As soon as is practicable after receipt of the [Notice of Assignment](#), the site owner must provide you with details of their bank account into which the commission should be paid. The payment of the commission does not become due until the site owner has provided you with his bank details. On receipt of the details, you will have seven days to pay the commission into the site owner's bank account.



Is the site owner entitled to any commission on the sale?

It is an implied term under the Mobile Homes Act 1983 that the site owner is entitled to receive a commission on the sale of a park home at a rate not exceeding 10% of the sale price.

You (the buyer) must retain 10% of the purchase price to pay to the site owner although this does not become payable until the site owner has provided his bank details.

GIFTING A PARK HOME TO A FAMILY MEMBER

The Mobile Homes Act 1983 enables a park home owner to assign their agreement with the site owner to a member of their family (this is defined in the Mobile Homes Act 1983 and includes spouse, parent, child, grandparent, grandchild and brother or sister). The changes introduced by the Mobile Homes Act 2013 to the process whereby a park home in England can be gifted to a family member mirror those for the sale of a park home. This means that the site owner is not required to approve the gift and any inconsistent provision in the agreement or site rules will not be enforceable.

Please note that until changes are made to the law in Wales, the consent of the site owner will be required for a gift of a park home to a family member there.

The new process for receiving a gift of a park home in England



What documentation should be provided to the family member to whom it is proposed to gift the park home?

You should receive a copy of the agreement, site rules, evidence of the charges payable for utilities and any survey of the park home as for a normal sale (although there is no requirement for the current occupier to provide you with the [Buyer's Information Form](#)).



Is there any need to inform the site owner about the gift of the home?

Where the current occupier (the family member gifting the home to you) acquired the park home **before 26 May 2013**, they will need to complete and send a [Notice of Proposed Gift](#) to the site owner providing details of how you are related to him or her, together with supporting documentary evidence such as a birth or marriage certificate.

Where there are site rules concerning the age of the occupant, the keeping of pets and the parking of vehicles, the person making the gift will need to provide information to the site owner confirming that you are able to comply with these rules.

The family member gifting the park home can then proceed with the assignment provided that he has not been informed by the site owner **within 21 days** of the service of the [Notice of Proposed Gift](#) that an application has been made to a **First-tier Tribunal (Property Chamber)** for a **Refusal Order**, or if he has already been informed that there is no objection to the proposed gift.

Please note that this stage will not be necessary where the home is acquired **after 26 May 2013**.

The family member gifting the home will have to transfer the pitch agreement (this is called the Assignment) to you. Both of you will need to complete and sign an [Assignment Form](#). You must also ensure that your family member gifting the home to you provides you with a forwarding address.



Is there anything else that needs to be done?

The final stage is for you to complete a [Notice of Assignment](#) which you as the new owner must send to the site owner within seven days of the assignment.

No commission will be payable on the gift of a park home to a family member.

JULY 2013

FIRST-TIER TRIBUNAL (PROPERTY CHAMBER)

Tel: 0845 600 3178 Website: www.justice.gov.uk

Alternative Dispute Resolution

LawWorks

National Pro Bono Centre

48 Chancery Lane

London WC2A 1JF

Tel: 020 7092 3940

Website: www.lawworks.org.uk/lw_mediation

OTHER**British Holiday & Home Parks Association (BH&HPA)**

6 Pullman Court

Great Western Road

Gloucester GL1 3ND

Tel: 01452 526911 Email: enquiries@bhHPA.org.uk

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The Leasehold Advisory Service (LEASE), Maple House, 149 Tottenham Court Road, London W1T 7BN
Telephone: 020 7383 9844 Fax: 020 7383 9849 Email: info@lease-advice.org Website: www.lease-advice.org