FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case references	**:**	CAM/11UE/PHC/2021/0010
Property	**:**	Plot 51 Wyatts Covert, Denham, Uxbridge, Middx UB9 5DH
Applicant	**:**	Andrea Little
Applicant's Representative	**:**	N/A
Respondent	**:**	Mackland Limited
Respondent's Representative	**:**	John Clement, solicitor
Type of application	**:**	Application for determination of a question arising under an agreement to which the Mobile Homes Act 1983 applies
Tribunal members	**:**	Mr Max Thorowgood and Mrs Mary Hardman FRICS IRRV(Hons)
Venue	**:**	Watford County Court, Cassiobury House, Station Road, Watford
Date of Decision	**:**	23 May 2022

DECISION

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1. The application

1.1. The Applicant applies pursuant to s. 4 Mobile Homes Act 1983 ("MHA 83") the determination of a question arising under an agreement to which the Act applies.

1.2. The matter principally in issue is whether the Respondent would be entitled to enter onto the pitch which is the subject of the agreement of which the Applicant is the assignee for the purpose of either reducing in height, removing altogether or otherwise doing works to the leylandii hedge ("the Hedge") planted at the front of pitch.

1.3. In addition, the Applicant wishes to establish that her agreement incorporates the implied terms as to access by the site owner and quiet enjoyment to be implied by virtue of §§12-14 of Chapter 2 of Part 1 of Schedule 1 to the Act.

2. The factual background

2.1. Wyatts Covert Mobile Home Park was, until 2005, owned and operated by South Buckinghamshire District Council ("SBDC").

2.2. On 31st May 1988 it granted a Licence in respect of pitch or plot 51 on the site to Mrs P. E. Emslie-Henry. Mrs Emslie-Henry stationed a mobile home on the plot and lived there until her death. Because SBDC was the original site owner, and was thus exempt from the requirement to have a site licence, the agreement in question does not refer, as such agreements usually do, to the terms of the site licence and is not made expressly subject to those terms.

2.3. In September/October 2015 the Applicant made an offer to purchase the benefit of the late Mrs Emslie-Henry's licence from her executors which was accepted. She said that it was a significant factor in her making the offer that the Hedge was already in situ and that it protected the privacy of the mobile home. It was her evidence, based upon what she had been told by the sellers and not disputed by the Respondent, that the Hedge had been in situ since 1988 at least.

2.4. Prior to the completion of her purchase, the question of the removal of the Hedge was raised by the Seller's solicitors who had been informed by Mr Carl Barnard, the director of the Respondent, that he wished the Hedge to be removed. The Applicant investigated the position with SBDC which informed her that its only concern related to the distance/the hedge between plots 51 and 52, not the Hedge.

2.5. On this basis and on the basis that the sellers informed her that the Hedge had been in situ since 1988 she decided to complete her purchase.

2.6. Shortly thereafter, on 3rd February 2016, the Applicant called at the site office to pay the site licence fee. She was asked to speak with Mr Barnard and he reiterated to her that he wished her to remove the Hedge because, he said, he had an agreement with SBDC and the Fire Department that he would do so when the plot changed hands.

2.7. Correspondence between the Applicant and Mr Barnard regarding the Hedge continued through until about August 2017. The Applicant's position was that the Respondent was not entitled and that she could not be obliged to remove the Hedge because it had been *in situ* since 1988. She said it was a benefit which had been enjoyed by the occupants of the plot since 1988. It was therefore a benefit which pre-dated any site rules which the Respondent might seek to impose requiring its removal and/or any other such requirements. It was accordingly the effect of §4 of Schedule 5 to the Mobile Homes (Site Rules) (England) Regulations 2014/5 that no rule could now be imposed which might have the effect of removing the benefit for so long as it might last.

2.8. The Respondent for its part sought to rely upon the terms of the Site Licence dated 27th September 2005 pursuant to which it operates the Wyatts Covert Mobile Homes Park. That licence, which is in accordance with the Model Standards, provides in particular as follows:

> "Long grass and vegetation should be cut at frequent and regular intervals where necessary to prevent it becoming a fire hazard to caravans, buildings or other installations on the site. Such

vegetation should be limited to 1 meter in height. Any such cuttings should be removed from the vicinity of caravans. The space beneath and between caravans should both be used for the storage of combustible materials."

2.9. It also introduced in 2014 a new set of Site Rules which include the following provisions:

"1. Private gardens are to be kept neat and tidy. Hedges and fences are only permitted on the rear boundary of a pitch, and must be no more than 6 feet in height. Fences must not be of the wooden panel type, and must comply with current site licence conditions. In consideration to all residents, grass cutting should not take place before 10:30 am on Sundays. Gardens are to be left intact when the occupier vacates the pitch.

7. Occupiers or their guests must not damage, remove or interfere with any equipment, property flora or fauna on the Park which is owned by the Park owner or any third party.

10. Occupiers are responsible for ensuring that their pitches are maintained in a sake and accessible condition at all times."

2.10. Although Mr Barnard accepted that the Respondent had initially pressed the Applicant to remove the Hedge, he said, and the Applicant accepted, that since 2017 that pressure had ceased. She did, however, report that other park residents had been subject to pressure to remove structures fronting onto the Park roads since then and said she remained concerned that it was the Respondent's long-term goal to achieve a 'look' or style of pitch which was not consistent with the continued presence of the Hedge.

2.11. The Respondent for its part confirmed by its Statement of Case in these proceedings that it currently has no plans to remove the Hedge. It did point, however, to the fact that a recent fire assessment conducted at the Park had drawn attention to the possible fire risks attributable to the height of various hedges on the Park, including the Hedge, and suggested that it was possible in the future that the Council might recommend or require the Respondent to cut back the Hedge in order to comply with Condition 14 of its site licence. In that situation, it submitted, the current

position would become untenable because it would have been found to be in breach of the terms of its site licence and at risk of criminal prosecution if it did not remedy that breach by reducing the height of the Hedge at least.

2.12. The Applicant said that the Council had no real concerns on this score and certainly there was no evidence of any recent expressions of concern by the Council.

2.13. The final element of the relevant background concerns the Applicant's mother who came to live with her on the Park in 2021. For reasons, the precise nature of which the Applicant was reluctant to discuss, the Applicant's mother has a particular need for the privacy/freedom from overlooking, which the Hedge affords. It was concern for the protection of her mother's privacy, the Applicant said, coupled with the Respondent's previously expressed concern (as well as more recently rumblings in relation to other residents of the Park) which had prompted her to make this application; not any specific threat by the Respondent to take any action to reduce the height of the Hedge or even remove it altogether.

3. Propositions of law in relation to the Hedge

3.1. Mr Clement submitted that in order to understand the web of rights and obligations affecting the Park in general and Plot 51 in particular, it was necessary to begin by looking at the Applicant's Plot Licence Agreement. That, he said, made it clear that the Hedge belonged to the Respondent, as the Applicant accepted. He said that the only obligation imposed upon the Applicant by virtue to the terms to be implied by §21(d)(ii) of Chapter 2 of Schedule 1 to the MHA 1983 (as amended with retrospective effect by the MHA 2013) was to maintain the pitch and any fences enjoyed with it in a clean and tidy condition. To the extent that the fences were not within the scope of the obligation upon the occupier, he said that the Site owner was under a like obligation.

3.2. He also referred to the 2013 decision of Bruce Edgington sitting as a Judge of the First-tier Tribunal in *Turner v Cooper* as being illustrative of the limitations of the 'clean and tidy' obligation upon an occupier. In that case, the question arose as to whether the site owner or the occupier was liable to bear the cost of cutting down a dangerous tree located in the occupier's garden. Applying the *contra proferentem* rule of interpretation Mr Edgington concluded that any ambiguity in the statutory implied terms as to the obligation upon the occupier to keep his pitch clean and tidy was to be resolved in favour of the occupier and, since the park owner owned the tree, it was reasonable to suppose that it was intended to be responsible for cutting it down if it became dangerous. That case Mr Clement said clearly established that the burden of carrying out essential works of maintenance to hedges lay upon the Respondent and that it must therefore be entitled to do what was necessary in order to discharge that obligation.

3.3. Mr Clement then sought to make good that submission by reference to §13 and 10(4)(d) of the implied terms which provide, respectively as follows:

> "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." (Our emphasis)

"Essential repairs" are defined for these purposes by §10(4)(b):

> "(4) In this paragraph and in paragraph 13 below, "essential repair or emergency works" means—
>
> …
>
> (b) works or repairs needed to comply with any relevant legal requirements; or …"

Thus, he submitted, it was a term to be implied into the Applicant's agreement by virtue of the MHA 1983 that the Respondent as the site owner would be entitled to go onto the pitch for the purposes of carrying out works needed to comply with any relevant legal requirement. Such a requirement would arise, he submitted, if the Council were to serve a Compliance Notice on the Respondent pursuant to s. 9A Caravan Sites and Control of Development Act 1960 in respect of a breach of its site licence by reason, for instance of a failure to comply with the requirement that vegetation should be no higher 1 metre pursuant to condition 14.

3.4. Any such access to the Applicant's pitch would still be subject to the requirement upon the Respondent to give as much notice as reasonably practicable in the circumstances (and we cannot imagine that in circumstances of the sort we are considering that could be any less than 14 days) and to the right of the Applicant to apply to the F-tT for a determination under MHA 1983 as to the Respondent's entitlement. Nevertheless, we do consider as a matter of principle that the site owner would be placed in an impossible position if it was served with a compliance notice but was prohibited by the non-retrospectivity provision on which the Applicant seeks to rely from doing any works to the Hedge. Quite apart from anything else, it is quite clear from s. 2A(4) MHA 1983 (as amended) that the Secretary of State is empowered to amend the implied terms prescribed by Schedule 1 to the Act and that any such amended implied terms may apply retrospectively. Thus, although the Applicant's agreement dates from 1988 and refers to the statutory implied terms applicable at that date, which do not include those on which the Respondent seeks to rely, it is nevertheless clear, we think, that whether the agreement so provides or not, the implied terms currently set out in Chapter 2 of Schedule 1 apply to the Applicant's agreement as they apply to all agreements to station caravans on protected sites such as this.

3.5. We therefore consider it probable that it is the effect of the provisions of §§13 and 10(4(b) of the implied terms that if the Respondent were to

come under a 'relevant legal requirement' to take action to reduce the height of the hedge that it would be entitled upon giving proper notice to go onto the Applicant's pitch for the purpose of carrying out that work.

3.6. However, before making any determinations in respect of the parties' respective rights in relation to the Hedge, we must first consider the nature of our jurisdiction to do so.

3.7. S. 4 of MHA 1983 provides that:

> **"4 Jurisdiction of a tribunal or the court**
>
> (1) In relation to a protected site . . ., a tribunal has jurisdiction—
>
> (a) *to determine any question arising under this Act or any agreement to which it applies*; and
>
> (b) to entertain any proceedings brought under this Act or any such agreement,
>
> subject to subsections (2) to (6)."

Despite the apparent width of those words, we are doubtful that it was the intention of Parliament to confer upon the First-tier Tribunal a power to make a declaration of right in relation to what is in effect a hypothetical question. At the very least, the need for caution in such cases is illustrated by the decisions in *Lever Bros & Unilever Ltd v Manchester Ship Canal Co.* (1948) 78 Lloyds LR 507 and *Re Clay* [1919] 1 Ch 66, although the attitude of the Courts to granting relief in such cases has perhaps softened in more recent years to the extent that the question is now thought to be one of discretion rather than jurisdiction.

3.8. It is not suggested by either party that the Respondent is under a relevant legal requirement to do anything to the Hedge at present or that it has threatened to do anything to, it lawfully or otherwise, at least not within the last 5 years. Quite the reverse in fact, the Respondent actively disclaims any such intention. It merely wishes to preserve for the future

the entitlement to do so, if necessary. It seems to us that the wording of condition 14 is loose (for instance, it is unclear whether the requirement to reduce the height of vegetation to 1 metre applies only where that vegetation might give rise to a fire hazard and we think it is unlikely that the condition is intended to impose a complete prohibition on trees on mobile home parks) and designed to permit flexible approach to enforcement by way of compliance notice served under s. 9A Caravan Sites and Control of Development Act 1960 by SBDC. Thus, until either such a notice is served, or the Respondent proposes for some other reason or on some other basis to carry out works to the Hedge, it seems doubtful to us whether any question within the meaning of s. 4 MHA 1983 has arisen for determination.

3.9. If no question has arisen, then we have no jurisdiction to make the orders sought. If, contrary to our tentative conclusion in that regard, a question can properly said to have arisen as to the parties' respective future rights and obligations in respect of the Hedge, it would not be appropriate in our view to exercise our discretion to resolve now the question whether it might ever, at some point in the future, be appropriate for the Respondent to exercise its claimed rights in respect of the Hedge. There is too much uncertainty in the words, 'relevant legal obligation,' for it to be appropriate for us to rule now what the nature of the required future obligation might possibly be.

4. <u>Quiet enjoyment</u>

4.1. The Applicant also sought an order or determination that the Respondent was bound by conditions 12-14 of the implied terms to permit her quietly to enjoy her pitch. Upon enquiry, she did not suggest that there had been any actual infringement of that right by the Respondent.

4.2. It is quite clear that the Applicant has the benefit of a right quietly to enjoy the benefit of her agreement as the Respondent rightly and candidly accepted.

4.3. Therefore, for the reasons which we have more fully expressed above as to the limit of our jurisdiction, we do not think there is anything further for us to say in this regard.

5. Conclusions

5.1. Our conclusion therefore is that, in the absence of any definite question for determination, we either have no jurisdiction to make the orders sought by the parties or, if we do have jurisdiction, it would not be appropriate for us to exercise it at this stage. For those reasons we decline to do so and therefore dismiss the application.

APPENDIX 1- RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 2

RELEVANT LEGISLATION

2A Power to amend implied terms

(1) The [Secretary of State] may by order make such amendments of Part 1 or 2 of Schedule 1 to this Act as the [Secretary of State] considers appropriate.
(2) An order under this section—
(a) shall be made by statutory instrument;
(b) may make different provision with respect to different cases or descriptions of case, including different provision for different areas;
(c) may contain such incidental, supplementary, consequential, transitional or saving provisions as the authority making the order considers appropriate.
(3) Without prejudice to the generality of subsections (1) and (2), an order under this section may—
(a) make provision for or in connection with the determination by the court [or a tribunal] of such questions, or the making by the court [or a tribunal] of such orders, as are specified in the order;
(b) make such amendments of any provision of this Act as the authority making the order considers appropriate in consequence of any amendment made by the order in Part 1 or 2 of Schedule 1.
(4) The first order made under this section in relation to England or Wales respectively may provide for all or any of its provisions to apply in relation to agreements to which this Act applies that were made at any time before the day on which the order comes into force (as well as in relation to such agreements made on or after that day).
(5) No order may be made . . . under this section unless [the Secretary of State] has consulted—
(a) such organisations as appear to [the Secretary of State] to be representative of interests substantially affected by the order; and
(b) such other persons as [the Secretary of State] considers appropriate.
(6) No order may be made . . . under this section unless a draft of the order has been laid before, and approved by a resolution of, each House of Parliament.]

4 Jurisdiction of a tribunal or the court

(1) In relation to a protected site . . ., a tribunal has jurisdiction—
(a) to determine any question arising under this Act or any agreement to which it applies; and
(b) to entertain any proceedings brought under this Act or any such agreement,
subject to subsections (2) to (6).

(2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement which has been entered into before that question arose.
(3) In relation to a protected site . . ., the court has jurisdiction—
(a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and
(b) to entertain any proceedings so arising brought under this Act or any such agreement,
subject to subsections (4) to (6).
(4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.
(5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.
(6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).
(7) . . .]

SCHEDULE 1 Agreements under Act/Part I Terms implied by Act

SCHEDULE 1 Agreements under Act

Part I Terms implied by Act

Chapter 1

Application and Interpretation

1
(1) The implied terms set out in Chapter 2 apply to all agreements which relate to a pitch . . . except an agreement which relates to a pitch . . . 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 . . . 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 . . . 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 . . . Except Pitches . . . on Local Authority Gypsy and Traveller Sites and County Council Gypsy and Traveller Sites]

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* [or 5A] below.
[1A
(1) The right to station the mobile home under in paragraph 1 is not affected by—
(a) the expiry of a Part 1A site licence in accordance with section 32J(1)(b)(ii) of the 1960 Act,
(b) the refusal to issue or renew a Part 1A site licence under section 32D of the 1960 Act,
(c) the revocation of a Part 1A site licence under section 32L of the 1960 Act, or
(d) the expiry of a site licence in accordance with section 83(2) of the Housing (Scotland) Act 2014 (asp 14).
(2) Sub-paragraph (1) applies in relation to agreements that were made at any time before the day on which that sub-paragraph comes into force (as well as in relation to agreements made on or after that day).
(3) In this paragraph—
"the 1960 Act" means the Caravan Sites and Control of Development Act 1960 (c 62), and
"Part 1A site licence" has the same meaning as in section 32Z6 of the 1960 Act.]
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.
4
The owner shall be entitled to terminate the agreement *forthwith* [at a date to be determined by the court] if, on the application of the owner, the *court* [appropriate 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.
5
The owner shall be entitled to terminate the agreement *forthwith* [at a date to be determined by the court] if, on the application of the owner, [the *court* [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].
[5A
(1) . . .
(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
(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.]

6

. . .

. . .

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.

[Repayment of sums paid by occupier on termination of agreement

7

Where the agreement is terminated as mentioned in paragraph 3, 4, 5 or 6, the owner must, within 2 months of the date of the termination, repay to the occupier so much of any payment made by the occupier in pursuance of the agreement as is attributable to a period beginning after the date of termination.]

Sale of mobile home

[7A

(1) . . .

(2) Where the agreement is a new agreement, the occupier is entitled to sell the mobile home and to assign the agreement to the person to whom the mobile home is sold (referred to in this paragraph as the "new occupier") without the approval of the owner.

(3) In this paragraph and paragraph 7B, "new agreement" means an agreement—

(a) which was made after the commencement of this paragraph, or

(b) which was made before, but which has been assigned after, that commencement.

(4) The new occupier must, as soon as reasonably practicable, notify the owner of the completion of the sale and assignment of the agreement.

(5) The new occupier is required to pay the owner a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.

(6) Except to the extent mentioned in sub-paragraph (5), the owner may not require any payment to be made (whether to the owner or otherwise) in

connection with the sale of the mobile home and the assignment of the agreement to the new occupier.
(7) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier or the new occupier in connection with—
(a) the sale of the mobile home and assignment of the agreement;
(b) the payment of commission by virtue of sub-paragraph (5).
7B
(1) Where the agreement is not a new agreement, the occupier is entitled to sell the mobile home and assign the agreement without the approval of the owner if—
(a) the occupier serves on the owner a notice (a "notice of proposed sale") that the occupier proposes to sell the mobile home, and assign the agreement, to the person named in the notice (the "proposed occupier"), and
(b) the first or second condition is satisfied.
(2) The first condition is that, within the period of 21 days beginning with the date on which the owner received the notice of proposed sale ("the 21-day period"), the occupier does not receive a notice from the owner that the owner has applied to a tribunal for an order preventing the occupier from selling the mobile home, and assigning the agreement, to the proposed occupier (a "refusal order").
(3) The second condition is that—
(a) within the 21-day period—
(i) the owner applies to a tribunal for a refusal order, and
(ii) the occupier receives a notice of the application from the owner, and
(b) the tribunal rejects the application.
(4) If the owner applies to a tribunal for a refusal order within the 21-day period but the occupier does not receive notice of the application from the owner within that period—
(a) the application is to be treated as not having been made, and
(b) the first condition is accordingly to be treated as satisfied.
(5) A notice of proposed sale must include such information as may be prescribed in regulations made by the Secretary of State.
(6) A notice of proposed sale or notice of an application for a refusal order—
(a) must be in writing, and
(b) may be served by post.
(7) An application for a refusal order may be made only on one or more of the grounds prescribed in regulations made by the Secretary of State; and a notice of an application for a refusal order must specify the ground or grounds on which the application is made.
(8) The person to whom the mobile home is sold ("the new occupier") is required to pay the owner a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.
(9) Except to the extent mentioned in sub-paragraph (8), the owner may not require any payment to be made (whether to the owner or otherwise) in connection with the sale of the mobile home and the assignment of the agreement.

(10) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier, a proposed occupier or the new occupier in connection with—
(a) the sale of the mobile home and assignment of the agreement;
(b) the payment of commission by virtue of sub-paragraph (8).
7C
(1) Regulations under paragraph 7A or 7B must be made by statutory instrument and may—
(a) make different provision for different cases or descriptions of case, including different provision for different areas or for sales at different prices;
(b) contain incidental, supplementary, transitional or saving provisions.
(2) Regulations under paragraph 7A or 7B are subject to annulment in pursuance of a resolution of either House of Parliament.]
8
[*(A1) This paragraph applies in relation to a protected site in Wales.*]
(1) The occupier shall [*, subject to sub-paragraph (2A),*] *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.*
[*(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.
[*(1C) The owner may not give his approval subject to conditions.*]
[*(1D) If the approval is withheld, the notice under sub-paragraph (1B) above must specify the reasons for withholding it.*]
(1E) If the owner fails to notify the occupier as required by [*sub-paragraph (1B) (and, if applicable, sub-paragraph (1D))*] *above, the occupier may apply to the* [*appropriate judicial body*] *for an order declaring that the person is approved for the purposes of sub-paragraph (1) above; and the* [*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 [*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;*
(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.]
[*(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.]
(2) Where the occupier sells the mobile home, and assigns the agreement, as mentioned in sub-paragraph (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 [*the appropriate national authority*].
[*(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.*]
(3) An order under this paragraph—
(a) shall be made by statutory instrument which [*(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.

Gift of mobile home

[8A
(1) . . .
(2) Where the agreement is a new agreement (as defined by paragraph 7A(3)), provided that the occupier has supplied the owner with the relevant evidence, the occupier is entitled to give the mobile home, and to assign the agreement, to a member of the occupier's family (referred to in this paragraph as the "new occupier") without the approval of the owner.
(3) The relevant evidence is—
(a) evidence, or evidence of a description, prescribed in regulations made by the Secretary of State that the person to whom the occupier proposes to give the mobile home, and to assign the agreement, is a member of the occupier's family, or
(b) any other satisfactory evidence that the person concerned is a member of the occupier's family.
(4) The new occupier must, as soon as reasonably practicable, notify the owner of the receipt of the mobile home and assignment of the agreement.
(5) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (2).
(6) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier or the new

occupier in connection with the gift of the mobile home, and assignment of the agreement, as mentioned in sub-paragraph (2).

8B

(1) Where the agreement is not a new agreement (as defined by paragraph 7A(3)), the occupier is entitled to give the mobile home, and assign the agreement, to a member of the occupier's family (referred to in this paragraph as the "proposed occupier") without the approval of the owner if—

(a) the occupier serves on the owner a notice (a "notice of proposed gift") that the occupier proposes to give the mobile home to the proposed occupier, and

(b) the first or second condition is satisfied.

(2) The first condition is that, within the period of 21 days beginning with the date on which the owner received the notice of proposed gift ("the 21-day period"), the occupier does not receive a notice from the owner that the owner has applied to a tribunal for an order preventing the occupier from giving the mobile home, and assigning the agreement, to the proposed occupier (a "refusal order").

(3) The second condition is that—

(a) within the 21-day period—

(i) the owner applies to a tribunal for a refusal order, and

(ii) the occupier receives a notice of the application from the owner, and

(b) the tribunal rejects the application.

(4) If the owner applies to a tribunal for a refusal order within the 21-day period but the occupier does not receive notice of the application from the owner within that period—

(a) the application is to be treated as not having been made, and

(b) the first condition is accordingly to be treated as satisfied.

(5) A notice of proposed gift must include—

(a) the relevant evidence (as defined by paragraph 8A(3)), and

(b) such other information as may be prescribed in regulations made by the Secretary of State.

(6) A notice of proposed gift or notice of an application for a refusal order—

(a) must be in writing, and

(b) may be served by post.

(7) An application for a refusal order may be made only on one or more of the grounds prescribed in regulations made by the Secretary of State; and a notice of an application for a refusal order must specify the ground or grounds on which the application is made.

(8) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the mobile home, and the assignment of the agreement, as mentioned in sub-paragraph (1).

(9) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier, a proposed occupier or the person to whom the mobile home is given in connection with the gift of the mobile home, and assignment of the agreement, as mentioned in sub-paragraph (1).

8C

(1) Regulations under paragraph 8A or 8B must be made by statutory instrument and may—
(a) make different provision for different cases or descriptions of case, including different provision for different areas;
(b) contain incidental, supplementary, transitional or saving provisions.
(2) Regulations under paragraph 8A or 8B are subject to annulment in pursuance of a resolution of either House of Parliament.]

9

[*(A1) This paragraph applies in relation to a protected site in Wales.*]

[*(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.*

[*(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.*]

[*(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.*]

[9

(1) This paragraph applies to an agreement which relates to a pitch other than a pitch on—
(a) a local authority gypsy and traveller site; or
(b) a registered social landlord gypsy and traveller site.
(2) Subject to sub-paragraph (5), the occupier is entitled to gift the mobile home, and to assign the agreement, to a member of the occupier's family (the "new occupier") without the approval of the owner.
(3) The occupier must, if requested by the owner, give the owner such evidence as the owner, acting reasonably, may require to confirm that the new occupier is a member of the occupier's family.
(4) The new occupier must, as soon as practicable, notify the owner of the new occupier's acceptance of the gift of the mobile home and assignation of the agreement.
(5) Neither the gift nor the assignation are to have any effect until the owner has received the evidence mentioned in sub-paragraph (3) and the notification required in sub-paragraph (4).
(6) The owner may not require any payment to be made (whether to the owner or otherwise) in connection with the gift of the mobile home, and the assignation of the agreement.]

[Re-siting of mobile home

10

(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 [appropriate judicial body] 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 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 [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.

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 am and 6 pm
(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.
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 [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.
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.
[(2A) [A] notice under sub-paragraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.]
(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 [. . . the occupier] may apply to the [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 [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 [appropriate judicial body's] 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 (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.
[(6A) [A] notice under sub-paragraph (6)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.]
(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).
(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner [or . . . the occupier] may apply to the [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 [appropriate judicial body] under paragraph 16(b); and
(c) if the [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) [but. . . no later than four months after the date on which the owner serves that notice].
[(9A) A 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 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 [appropriate judicial body's] order determining the amount of the new pitch fee.
[(11) Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch . . ., is satisfied that—
(a) a notice under sub-paragraph (2) or (6)(b) was of no effect as a result of sub-paragraph (2A) or (6A), but
(b) the occupier nonetheless paid the owner the pitch fee proposed in the notice.
(12) The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—
(a) the amount which the occupier was required to pay the owner for the period in question, and
(b) the amount which the occupier has paid the owner for that period.]
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—
(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 [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;
[(aa) . . . any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);
(ab) . . . any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph);]
(b) . . .
[(ba) . . . any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and]
(c) . . ..
[(1A) But. . . no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.]
(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.
19
[(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.
[(2) . . . when determining the amount of the new 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.]
[(3) [When] determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of—
(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);
(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).]
[(4) [When] determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with—
(a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc);

(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).]

20

[(A1) [Unless] this would be unreasonable having regard to paragraph 18(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 calculated by reference only to—

(a) the latest index, and

(b) the index published for the month which was 12 months before that to which the latest index relates.

(A2) In sub-paragraph (A1), "the latest index"—

(a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;

(b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2).]

(1) [*In the case of a protected site in Wales,*] *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.*

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—
(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.
[25A
(1) The document referred to in paragraph 17(2A) and (6A) must—
(a) be in such form as the Secretary of State may by regulations prescribe,
(b) specify any percentage increase or decrease in the retail prices index calculated in accordance with paragraph 20(A1),
(c) explain the effect of paragraph 17,
(d) specify the matters to which the amount proposed for the new pitch fee is attributable,
(e) refer to the occupier's obligations in paragraph 21(c) to (e) and the owner's obligations in paragraph 22(c) and (d), and
(f) refer to the owner's obligations in paragraph 22(e) and (f) (as glossed by paragraphs 24 and 25).
(2) Regulations under this paragraph must be made by statutory instrument.
(3) The first regulations to be made under this paragraph are subject to annulment in pursuance of a resolution of either House of Parliament.
(4) But regulations made under any other provision of this Act which are subject to annulment in pursuance of a resolution of either House of Parliament may also contain regulations made under this paragraph.]

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.

(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 [appropriate judicial body] has so ordered.
(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.

Interpretation

29
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 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 [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.]