FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case references	**:**	CAM/11UE/PHC/2022/0007
Property	**:**	Plot 56 Wyatts Covert, Denham, Uxbridge, Middx UB9 5DH
Applicant	**:**	Mackland Limited
Applicant's Representative	**:**	John Clement, solicitor
Respondent	**:**	Mark Long
Respondent's Representative	**:**	In person
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, 10 King Street, Watford WD18 0BW
Date of Decision	**:**	8 December 2022

DECISION

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1. The application

1.1. The Applicant applies, pursuant to s. 4 Mobile Homes Act 1983 ("MHA 83"), for the determination of the following questions arising in connection with the licence agreement relating to plot 56 Wyatts Covert to which the MHA 83 applies and of which the Respondent has been the assignee since 6th April 2018.

1.2. The matters upon which we are asked to rule are these:

1.2.1. Whether the Respondent is in breach of Part IV(B)(3)(c) of the express terms of his licence agreement[1] in that he has failed or refused to keep his pitch clean and tidy and in particular to keep the grass at the front of the pitch regularly mown.

1.2.2. Whether the Respondent, by removing the wooden panel fence which had surrounded the rear of the pitch (particularly the boundary of the site with other land), had wilfully damaged the property of the Applicant and/or other site occupiers or neighbouring persons contrary to Part IV(B)(3)(k).

1.2.3. Whether the Respondent would be acting in breach of paragraph Part IV(B)(3)(m) of the express terms of his licence agreement and/or paragraph 1 of the Site Rules if, without the written consent of the Applicant, he were to erect a fence around the rear of the pitch of the wooden panel type which he has removed.

1.3. Whilst it was the first of these questions which was the only subject of the original application, we were much more concerned in the course of the hearing with the second and third questions. That is because the Respondent very candidly admitted that he had not cut the grass at the front of his pitch because of (or in protest about) the disagreement

[1] And/or paragraph 21(d) of Part 1 of Schedule 1 to MHA 1983 (Terms implied into agreements into licence agreements)

between him and the Applicant in relation to the matters raised by the second and third questions. Whether that was a legitimate stance for him to take is a matter which we will consider further below but it does not give rise to any separate questions of fact which it will be necessary for us to resolve.

2. The factual background

2.1. Wyatts Covert Mobile Home Park was, until 2005, owned and operated by or on behalf of South Buckinghamshire District Council ("SBDC"). Since 27th September 2005 Mr Barnard (t/a Mackland Limited) has been the Site Licensee.

2.2. The pitch licence with which we are concerned is dated 4th November 2002 and was granted by Beacon Housing Association to Mr Keith Williams.

2.3. The terms of the Respondent's purchase from Mr Williams included the mobile home on the pitch and a substantial wooden shed/summerhouse which had been erected on the rear of the site.

2.4. It is also common ground that at the time of the Respondent's purchase the rear garden of his pitch and much of each side was fenced. The fencing was of a conventional wooden panel type. The panels were slotted into concrete posts and were topped by wooden trellising. It is a matter of dispute between the parties whether that fencing was a fixture and as such part of the land belonging to the site owner or a demountable fitting belonging to the pitch licensee, Mr Williams, and so subsequently, upon sale, to the Respondent. The condition of the fencing is also a matter of dispute. In reliance upon photographs taken before the Respondent's purchase and later in 2019, the Applicant says it was in reasonable condition and certainly not in need of replacement. The Respondent by contrast claims that it was rotten in a number of places and began to disintegrate once he began attempting to demount the panels, which he said that he needed to do in order to be able to

repair the decking to the rear garden, which was rotten. We find that, as is so often the case, this is a matter of perspective. The photographs upon which the Applicant relies do appear to show that the fencing was in reasonable order (certainly it was not so dilapidated as to be in obvious need of repair or replacement). That said, it is obviously also not new. It is therefore quite likely, we think, that it would not have withstood the rough which might well have been needed to demount it.

2.5. Until he purchased the rights under the site licence from Mr Williams in April 2018 the Respondent had lived throughout his life with his mother who had relatively recently died. During that time he had come to know and rely upon a solicitor with the firm Payne Hicks Beach, Michael Parkinson. Mr Parkinson has corresponded with Mr Barnard on the Respondent's behalf (albeit in a personal rather than professional capacity) on some occasions during the course of the discussions which have been ongoing in relation to various matters more or less since the Respondent moved onto the site.

2.6. In November 2018 the question of the Respondent's removal of fencing at the rear of his pitch was first raised with him and he was asked what he was proposing.

2.7. The matter then seems to have gone quiet until June 2019 when the Respondent's neighbour, Mrs Stephens (the licensee of Plot 55), complained to Mr Barnard about the Respondent's proposals that she should contribute to the cost of replacing the fencing between their two pitches. Mr Barnard then wrote to the Respondent reminding him of what he said was the requirement under the park rules to provide him with details of his proposals regarding any new fencing.

2.8. Mr Barnard's email provoked a somewhat angry response from the Respondent but he did then set out in writing the various items of what was described as, 'Garden Maintenance', which he proposed to undertake. It seems reasonable to assume, given the way in which those proposed works were itemised, that the Respondent was assisted in

preparing the list by Mr Parkinson. The items of work were described as follows, so far as material:

> "Back fencing – replace missing/broken fence and trellis panels to match existing fencing (approx.. 3 panels), repair existing panels as required, apply woodstain to match Summerhouse.
>
> Side fencing (between 55 & 56) – replace broken fence and trellis panels to match existing fencing (approx.. 3 panels), repair existing panels as required, apply woodstain to match Summerhouse."

In addition, the Respondent proposed works of repair to the Summerhouse, the decking and the footpath.

2.9. On 22nd July 2019 Mr Barnard wrote to the Respondent approving all the proposed works except the fencing in respect of which he said the following:

> "New fencing work between the homes in the 6 meter distance must be approved before constructing as we do not allow solid fence panels any longer the type that currently exists on your pitch, the correct style of fencing, which is widely used on the park can be seen on plot 36 opposite your home. However, we must receive an application from you stating the type of fencing you will be erecting in accordance with the park rules, for our consideration, after which we will confirm in writing."

2.10. Correspondence between Mr Barnard and Mr Parkinson on the Respondent's behalf then ensued and continued over the course of several months. It was somewhat repetitious but may be summarised in this way. Mr Barnard insisted that the Respondent must seek his approval before erecting any new fencing and that it must not be of the wood panel sort which was then in place. Mr Parkinson contended that mere repairs of the existing fencing would not give rise to a need for the Respondent to apply for permission to erect a new fence.

2.11. That correspondence came to a head in July 2020 when the Respondent began to remove the fencing between his pitch and Mrs Stephens' at which point a further complaint was made to Mr Barnard. He then wrote to the Respondent repeating his requirement that the Respondent must seek permission before erecting a new fence. Mr Parkinson then became involved again and, after some further discussion, on 20th July 2020, Mr Parkinson wrote to Mr Barnard in the following terms:

> "I had not realised that the extent of the proposed fencing work had increased since our last conversation in November (I understand that this followed discussions which Mark had with his neighbours Sylvia and Cliff).
>
> Mark now accepts that this crosses the line between repair and improvement, and that he should therefore have sought Mackland's approval in advance in accordance with the park rules when the work turned out to be more extensive than originally planned. He apologises for this.
>
> It would be very helpful if you could indicate the general type/style/size of fencing around Mark's garden that would be acceptable to Mackland, to give Mark a steer when it comes to making the application for permission. As you might expect, Mark's primary concerns are (i) privacy and (ii) security (which is a particular issue on the rear boundary with the publicly accessible woodland), so any different style of fencing would need to address those concerns.
>
> Finally, I understand that fencing work is now being undertaken by Mackland on the shared boundary between Mark and Sylvia's pitches. I appreciate that the working relationship between you and Mark is trained to the point where communication is difficult but it is disappointing that Mark was not even informed, let alone consulted, about this work before it commenced. Please could you let us know what work is being done ?

2.12. Following that email some correspondence went astray, but in the meantime a new fence was erected by the Applicant (purporting to act on behalf of Mrs Stephens) along the rear portion of the boundary between plots 55 and 56. That fence was only 3' in height and of a wooden picket type. It is objectionable to the Respondent for a number

of reasons the most cogent of which is that (unlike the fencing which it replaced) it does not afford him any sort of privacy in his home (not least when he is bathing or using the lavatory with the window open).

2.13. The Respondent admitted, somewhat reluctantly, that he disposed of the remains of the panels which he had removed so that they could not now be replaced. He said that they had fallen apart as he removed them.

2.14. The matter then seems to have gone to sleep again until the following year when it re-emerged as a dispute primarily about the Respondent's failure to cut the grass at the front of his pitch but which also took in his concerns about the state of the garden to the rear of his pitch and the question of its fencing in particular. The Respondent was pushing for a meeting at which to discuss these matters but at the same time insisting that the Applicant must name two 'witnesses' who would be present during the course of the meeting. Proposals for a meeting seem to have foundered as a result of this requirement but in the end the Respondent did cut his grass in August 2021.

2.15. Then again the matter went to sleep until the Applicant wrote to the Respondent on 6th April 2022 asking that he cut his grass. Despite two reminders, the Respondent still did not cut his grass with the result that this application was issued, initially in relation to the Respondent's failure to cut his grass.

2.16. The Respondent's response to the application, however, made it clear that the Applicant's refusal to permit him to erect fencing to the rear of his pitch of a type which he wished and which the Applicant would not approve underlay the dispute.

2.17. The heart of this dispute lies in the type of fencing which the Respondent wishes to erect. He says, quite reasonably, that he wishes simply to make a like for like replacement and has purchased the panels and trellising necessary for the purpose. It is the Applicant's position, however, that the Site Rules specifically prohibit the use of this type of fencing and for good reasons. Mr Barnard explained that the current

iteration of the Site Rules came into force in 2014 in order to address concerns about fire safety arising from high enclosing fences in close proximity to park homes. Those rules were not intended to operate retrospectively, and so did not require the fencing which had surrounded the Respondent's pitch to be replaced, but since 2014 no new fences of that type have been permitted.

3. The relevant provision of the pitch licence

3.1. The Applicant relies upon the following express terms of the Respondent's pitch licence and the site rules:

> "3. The Occupier shall:
>
> (c) Keep the pitch clean and tidy and any grass therein regularly mown.
>
> …
>
> (k) Not cause any wilful damage to the Property of the [Applicant], or other site occupiers, or neighbouring persons.
>
> …
>
> (m) Not erect or alter any fence without the prior written consent of [the Applicant].
>
> …
>
> (q) comply with the Park Rules from time to time in force a copy of the current Park Rules being annexed hereto."

The relevant Park Rules are as follows:

> "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." (Our emphasis)

3.2. We note, because it is not at all clear from the terms in which r. 1 above is expressed, that it was Mr Barnard's evidence (which the Respondent did not dispute) that the expression, "the rear boundary", includes not just the rear-most boundary between the site and the adjoining land but all the boundary to the rear of the pitch, i.e. including those with the adjoining pitches.

4. Discussion

4.1. The first question which we need to consider is whether the Respondent is in breach of the terms of his licence, specifically cluse 3(k), by removing and disposing of the fence panels which enclosed the rear of his pitch.

4.2. That depends first on whether or not the fence panels which the Respondent removed were the property of the Applicant and that in turn depends on whether they were fixtures or fittings. It may well also be that the removal of the panels constituted an alteration of the fence (without permission) contrary to clause 3(m).

4.3. As to the question whether the panels were fixtures which vested in the site owner as part of the land, we are clear that the fact that the panels were and were designed to be relatively easily demountable means that they were fittings the ownership of which passed to the Respondent upon the sale of the pitch licence and chattels on it to him. His removal of them was therefore not a breach of clause 3(k).

4.4. As to whether their removal was an alteration, it seems to us it must have been. 'Alteration' is a deliberately broad term. It comprehends any substantial change to a feature. The Respondent argued that it was his intention the replace the panels which he removed with identical panels and trellising and that there was not alteration. We recognise the primal force of that argument but nevertheless consider that, as a replacement of the existing panels at minimum, an alteration occurred.

In fact, of course, the panels were not replaced, so the position has changed from one in which there were panels to one in which there are none of the original panels *in situ* and one new sample panel of the Respondent's *in situ* on the rear boundary.

4.5. It follows, we consider, that the Applicant was entitled to insist that the Respondent seek and receive his permission before removing and erecting any new fence.

4.6. The next question is whether the Applicant is entitled to deny the Respondent his consent to the erection by him of the panels which he has bought and wishes to erect ? We consider that he is. The sites rules in this respect are clear that the type of fence which the Respondent wishes to erect is not permitted. It is probably sufficient to say, provided that the policy is consistently applied, that the Applicant is entitled to enforce any reasonable policy in relation to fencing. We would add, however, that the Applicant's policy in this respect seems to be properly developed, sensible and apparently consistently applied.

4.7. The fact, as the Respondent has very vigorously complained, that type of fencing which the Applicant is willing to approve does not offer the same degree of privacy as the previous panels is something to be said against the policy but it is not for us to say what the Applicant's policies in this respect should be. That is a matter for the Applicant and the residents of the site to decide and which they have decided. The fact that the Respondent disagrees with the policy upon which they have decided for cogent reasons is really nothing to the point.

4.8. We therefore find that the Applicant is entitled to prevent the Respondent from erecting the fence panels which he wishes to erect.

5. Conclusions

5.1. Our conclusions are therefore as follows:

5.1.1. The Respondent must cut the grass at the front of his pitch;

5.1.2. The Respondent did alter the fence around the rear of his pitch when he removed it; and

5.1.3. The Applicant is entitled to prevent the Respondent from erecting a fence of the type which he has said he wishes to erect and to insist that he seek the Applicant's permission in writing (providing all necessary supporting information) before erecting any sort of fence to the rear of his pitch.

6.

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.]