



TOWER HILL CARAVAN PARK, COSTESSEY

TENANCY AGREEMENT INCORPORATING THE WRITTEN STATEMENT
REQUIRED BY THE MOBILE HOMES ACT 1983

IMPORTANT - PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU ARE ENTITLED TO KEEP YOUR MOBILE HOME ON THE SITE AND TELLS YOU ABOUT THE RIGHTS GIVEN YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

PART 1

1. You have an agreement to which the Mobile Homes Act 1983 applies.
2. The parties to the agreement are:-

.....
("the occupier") and Saffron Housing Trust, Swan Lane, Long Stratton,
Norwich NR15 2XE ("the owner").
3. The agreement commence on
4. The particulars of the land on which you are entitled to station your mobile home is the plot of land at Tower Hill Caravan Park (which caravan park is hereinafter called "the site" or "the protected site") Old Costessey in the county of Norfolk know as Standing No:together with the shed and water closet situate thereon ("the standing").

PART II

INFORMATION

1. Because you have an agreement with a site owner which entitles you to keep your mobile home on his site and live in it as your home, the Mobile Homes Act 1983 gives you certain rights, affecting in particular your security of tenure and the sale of your mobile home.
2. These rights are contained in the implied terms set out in Part III of this statement, apply automatically and cannot be overridden, so long as your agreement continues to be one to which this Act applies.
3. A full explanation of your rights can be found in the booklet "Mobile Homes" produced jointly by the Department of the Environment, the Welsh Office and the Scottish Development Department. From 1 August 1983 the booklet is available free from Council offices and housing aid centres and you are advised to read it.
4. If you are not sure what any of the terms of your agreement mean or how they will work in future, you should get advice at once from a solicitor or citizens advice bureau.
5. If you are not happy with any of the express terms of your agreement (as set out in Part IV of this statement) you should discuss them with the site owner, who may agree to change them. But if you are still not satisfied you can challenge the agreement in two ways, as explained in paragraphs 6 to 9 below, provided you do so within 6 months of the time you are given this statement.
6. A challenge can be made either in the county court or before an arbitrator. You can:-
 - (a) ask for any of the express terms of the agreement (those set out in Part IV of this statement) to be changed or deleted;
 - (b) as for further terms to be included in the agreement concerning the matters set out in Part II of Schedule 1 to the Act (see paragraph 9 below)

The site owner can also go to court or to an arbitrator to ask for the agreement to be changed in these two ways.

7. The appointment of an arbitrator may be provided for in one of the express terms of the agreement. If not, you and the site owner can still agree in writing to appoint an arbitrator to settle a dispute between you.

8. The court or the arbitrator must make an order on terms they consider just and equitable in the circumstances. If you wish to challenge your agreement, you should get advice from a solicitor or citizen's advice bureau.
9. The matters set out in Part II of Schedule 1 to the Act are as follows:-
 - (a) the right of the occupier to quiet enjoyment of the mobile home;
 - (b) the sums payable by the occupier in pursuance of the agreement and the times at which they are to be paid;
 - (c) the review at yearly intervals of the sums so payable;
 - (d) the provision or improvement of services available on the protected site, and the use by the occupier of such services;
 - (e) the preservation of the amenity of the protected site;
 - (f) the maintenance and repair of the protected site by the owner, and the maintenance and repair of the mobile home by the occupier;
 - (g) access by the owner to the land on which the occupier;
10. If no application to court or an arbitrator is made within the six month's limit, both you and the site owner will be bound by the terms of agreement and will not be able to change them unless both parties agree.

PART III

IMPLIED TERMS

Under the Act, certain terms must be contained in your agreement. This part of the statement sets out those terms.

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 below.
2. (i). If the owner's estate or interest is insufficient to enable him to grant the right for a indefinite period, the period for which the right subsists shall not extend beyond the date when the owner's estate or interest determines.

(ii) 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.

(iii) 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.

Termination by owner

4. The owner shall be entitled to terminate the agreement forthwith, if, on the application of the owner, the court:-
 - (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, if, on the application of the owner, the court is satisfied that the occupier is not occupying the mobile home as his only or main residence.
6. (i) The owner shall be entitled to terminate the agreement at the end of a relevant period if, on the application of the owner, the court is satisfied that, having regard to its age and condition, the mobile home:-
 - (a) is having a detrimental effect on the amenity of the site; or
 - (b) is likely to have such an effect before the end of the next relevant period.
- (ii) In sub-paragraph (1) above, the "relevant period" means the period of five years beginning with the commencement of the agreement and each succeeding period of five years.

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.

Sale of Mobile Home

8. (i) The occupier shall 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.
- (ii). 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 Secretary of State.

The maximum rate is presently fixed at 10% by the Mobile Homes (Commissions) Order 1983 (S.I. 1983/748).

Gift of Mobile Home

9. 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.

Re-siting of mobile home

10. If the owner is entitled to require that the occupier's right to station the mobile home shall be exercisable for any period in relation to other land forming part of the protected site –
 - (a) that other land shall be broadly comparable to the land on which the occupier was originally entitled to station the mobile home; and
 - (b) all costs and expenses incurred in consequence of the requirement shall be paid by the owner.

PART IV

EXPRESS TERMS OF THE AGREEMENT

This part of the statement sets out the terms of the agreement settled between you and the site owner in addition to the implied terms.

1. The occupier shall in consideration of his rights and entitlements under the agreement make a weekly payment to the owner of £....., payable four weeks in advance, subject to review as hereinafter provided, and shall pay all other outgoings in respect of the standing other than property or land tax in respect of the site.
2. The occupier shall:
 - (a) Not use the standing other than for the stationing of a mobile home approved by the owner's Housing Manager, solely for the purpose of human habitation;
 - (b) Keep the standing clean and tidy, remove all refuse there from time to time, and not deposit any refuse on any other part of the site nor on any land adjacent thereto;

- (c) Not park nor allow to be parked any motor vehicle on the standing or site except on that part of the site set aside by the owner for vehicle parking;
 - (d) Not erect any structure nor lay any permanent surface on the standing without the written permission of the Housing Manager aforesaid;
 - (e) Not keep any animals or fowls other than one dog or one cat at any one time or do or permit or suffer to be done in or near the standing or elsewhere on the site any act or thing which may be or become a nuisance or cause damage, annoyance or disturbance to the owner or to its servants, tenants or licensees or to the owners or occupiers of any neighbouring premises or which has a detrimental effect on the amenity of the site;
 - (f) Maintain in a good state of repair and decoration the mobile home, the owner's building, any other structures and fencing on the standing, and all fixtures and fittings, including all service pipes and wires within the standing, and maintain all trees and shrubs thereon, and be liable for any damage done to the owner's property on the standing or on the site by him or his family or visitors, whether accidentally or otherwise;
 - (g) Not permit the mobile home to be occupied by any person other than himself, his children and those persons shown on his form of application for the use of the standing except with the written consent of the Housing Manager aforesaid;
 - (h) Permit the owner's officers, agents and workmen to enter upon the standing at all reasonable hours of the day for the purpose of inspection;
 - (i) Not permit the use of any chemical or pail closet either on the standing or within the mobile home;
 - (j) Be entitled to quiet enjoyment of the standing subject to all other provisions of this agreement.
3. The weekly payment hereby reserved may be increased by the owner giving to the occupier at least four weeks written notice of the new rent, such new rent to commence on the Monday next following twenty eight days after the receipt of the notice.
4. In the event of the termination of the agreement the occupier shall forthwith remove the mobile home and all his other possessions from the site and if such removal is not effected within fourteen days after the date of such termination the owner shall be entitled to remove all such articles without being liable in any way to the occupier or to any other person for any loss destruction deterioration or damage arising from any cause whatsoever including negligence and the owner shall furthermore be entitled to dispose of the said articles and to retain from the proceeds of such disposal all costs arising from such dealings including removal storage and disposal.