

FAQ

Contributed by phraa
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Frequently asked questions.

Q. I want to sell my Park Home but don't know the correct procedure?

A. First obtain an independent valuation. Your local Estate Agent would do this or you. Advertise either privately or use an estate agent and/ or place a "For Sale" sign in the window. Once you have a prospective buyer inform the park owner in writing giving the name and address of your prospective buyer. The park owner must within 28 days respond in writing either giving approval or otherwise of the buyer. If approval is refused the park owner must give his reasons and not withhold approval unreasonably. The park owner can only withhold approval of the buyer, eg. Poor credit rating etc, he must not seek to impose any conditions on the sale, eg. age or condition of the home etc.

Q. Yes I know all this, but my park owner has told me that he won't allow me to sell my home to anyone else but him for a pittance and drives away every prospective buyer I have. What do I do now? As he is breaking the law can I go ahead and sell my home without his approval?

A. No unfortunately you can't. Although the Mobile Homes Act 1983/ 2006 states that you have the right to sell your park home and assign the agreement to a person approved of by the park owner, if he withholds that approval refuses to respond in writing within the stipulated 28 day period, or illegally imposes conditions on the sale, then the only action under the Act, open to the homeowner is to take the park owner to Court seeking approval of the sale. Court Action, as the park owner knows only too well, is in most cases is an almost impossible undertaking for the average elderly and frail park homeowners, due to the prohibitive Solicitors and Court costs involved and the months, if not years of trauma it takes to even get to Court with no guarantee of winning. For further information contact PHRAA.

Q. Is it true that when I sell my home I have to pay the park owner 10% of the sale price?

A. Yes Although the Mobile Homes Act states that the commission rate is actually up to a maximum of 10%, in practice is very rarely any less. This means in practice that if you purchase a park home today for £250,000 and sell it tomorrow for the same price you would have to pay the park owner £25,000.

Q. Does the Pitch Fee I have to pay the park owner for the right to keep my park home on his park increase every year?

A, Yes. On a date (Review Date) i.e. January each year, stipulated in the Written Agreement (Contract) entered into with the park owner by you when you purchase the home, the park owner will Issue a notice of an increase in Pitch Fee's of at least the rate of inflation (RPI), but in many cases the increase demanded annually will far exceed RPI (Retail Price Index) and now in some cases is approaching £200 per month. The procedure governing Pitch Fee increases is rather complicated and details can be obtained from PHRAA.

Q. The concrete base under my home has cracked badly affecting the stability of my home. Who is responsible for the repair?

A. The Park Owner.

Q. I am buying a park home from a resident, but the park owner says that I have to accept a new agreement (contract), is this true?

A. No. The original Agreement (contract) entered into between the park owner and the homeowner when the home was first stationed on the park remains in force for the whole lifetime of the home and should be assigned to any new occupier each time the home changes hands.

Q. Our park has just been sold and the new owner states that we have to sign new Agreements (contracts). Is this true.

A. No. As above, the original Agreement entered into when the home was first stationed on the park, remains binding on any new park owner or new homeowner for the whole of the life of the home.

Q, My park has just been sold and the new owner has told me that my home where I have lived for a number of years is too old and he is going to remove it and all the other older homes from the park, as he intends to redevelop. Can he do this?

A. No. As long as your home is reasonably maintained age of the home is not a reason for it to be removed from the park. The park owner cannot evict any home owner from the park for whatever reason, including non-payment of Pitch Fee's or condition of the home, without first applying to the Court and obtaining an Order for the Termination of your Agreement, (contract).

Q. What age does a park home have to be before It is classed as an older Home.

A. Providing the home is maintained on a regular basis there is no reason that the home should not last indefinitely, indeed homes of over 40 years of age are still commonplace. Many homeowners, very often with considerable opposition from the park owner, add double glazed windows and doors, have the walls reclad adding extra insulation, and with the addition of a pitched tiled roof which brings the oldest park home fully up to date further extending its life. However it seems that homes being allowed to reach that age may become a thing of the past according to a statement issued by Alicia Dunne Director of Policy for the National Park Homes Council (NHPC) one of the two Park Owners Trade Associations in an article in the Park & Holiday Homes Magazine last year which quoted 10 years as being the age at which homes are regarded by the industry as old.

Q. As the small area of grass surrounding my home is part of my Pitch, can I make into a garden?

A, No, Although this area is included in your pitch fee written permission will be needed from the park owner to put so much as a pot plant outside your Home.

Q. I and many of my neighbors have lived in our park homes for several years, but have never been given an Agreement (contract) by the park owner. We are very worried as we have heard rumors that because we have no Written Agreement (contract) with the park owner, he can evict us any time he likes, (a)...Is this true and (b),. Can we force him to issue us with this document?

A, (a)... No He cannot evict you because you have no Written Agreement as under the terms of the Mobile Homes Act 1983 you occupy your home under the protection of the IMPLIED TERMS (law) section of the Act, but are not bound by the EXPRESS TERMS, (park owners terms). (b)... If the park owner fails or refuses to provide you with an Agreement the only action open to you is to apply to the Court for an Order requiring the park owner to comply with the Mobile Homes Act and provide you with an Agreement.

Q, Who is responsible for enforcing the new Legislation concerning the Mobile Homes Act which came into force on October 1st 2006.

A, The Government in its wisdom have decreed that the burden of enforcing this new Legislation is entirely the responsibility of the usually retired elderly and vulnerable park home resident, who in order to obtain any of the basic rights, enjoyed in all other walks of life, but denied park homeowners, is faced with prohibitive Solicitors and Court Costs and months, or even years of extremely traumatic and stressful Litigation just, for example, to be able to sell their home or obtain a Written Agreement etc etc.

These are just a sample of the everyday questions received by PHRAA from park homeowners nationally. Please contact PHRAA for further information on any of the above or any other park home problems you may require assistance with.