



## **Department for Communities and Local Government – Fact sheet**

### **Understanding the Mobile Homes Act 1983 – Selling a mobile home**

This fact sheet gives some basic guidance to owners of mobile homes on protected sites in England about home sales. It will also interest anyone who is considering buying a home from a resident on such a site.

Throughout this fact sheet, whenever we refer to 'site', we mean a mobile home site (including a park home site), and 'home' includes a mobile home or a park home.

This fact sheet is not a full statement of the law and does not cover all cases. Only tribunals or the courts can give an interpretation of the law which applies. If you need more advice or information about your legal rights or responsibilities, you should contact a citizens' advice bureau or a solicitor.

This fact sheet does not apply to homes on local-authority traveller sites because the conditions in the Mobile Homes Act 1983 relating to selling a home do not apply to these sites.

### **Preparing to sell a home**

#### **Am I allowed to sell my home on a site?**

- 1.1 Yes. You can sell your home on a site and transfer the agreement to the person who buys the home. The process of passing on the agreement is called 'assignment'. Once you have found a buyer you must get the site owner's approval of that person. The site owner cannot withhold their approval unreasonably and must respond within 28 days of receiving your request.

#### **Do I have to tell the site owner that I am planning to sell my home?**

- 1.2 No. There is no legal requirement for you to tell the site owner that you are planning to sell your home. However, once you have found a buyer, you must get the site owner's approval of that person.

### **Do I have to give the site owner first refusal to buy my home?**

- 1.3 You do not have to give the site owner first refusal - even if the agreement says you must.

### **Do I need to use an estate agent?**

- 1.4 You may use an estate agent and can choose which estate agent to use. You can get more advice about using an estate agent at [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk), [www.direct.gov.uk](http://www.direct.gov.uk) or from a citizens' advice bureau. However, you do not have to use an estate agent if you don't want to.
- 1.5 Some site owners may offer a sales service on the site and will charge for it. You cannot be made to use this and if you do, you will still need to pay commission on the sale.

### **Do I need to use a solicitor when selling my home?**

- 1.6 You are strongly advised to use a solicitor or someone with expertise in conveyancing. Few people would sell or buy a conventional home without professional help.

### **Do I need an energy performance certificate?**

- 1.7 No, you do not need an energy performance certificate to sell a home.

### **Do I need to get the home surveyed?**

- 1.8 There is no legal requirement to have your home surveyed and the site owner cannot insist on it. However, if the home is more than a few years old, the person buying it would be wise to ask for a survey. How this is arranged and paid for is a decision for you and the buyer. The site owner is not involved.

## **Agreeing a sale with a buyer**

### **Should I give the potential buyer a copy of the pitch agreement and other information?**

- 2.1 Yes. The buyer will be legally taking over the agreement and will have to keep to its terms. So, it is essential that you give them a copy of the agreement, together with any amendments to it and updates, such as details of the current pitch fee and other charges.
- 2.2 You are responsible for making sure that you give the buyer full and accurate information so that they can make an informed decision about whether to go ahead. If you do not do this, the sale may fall through at a later stage. If the sale goes ahead, and during the process you failed to reveal relevant information that was available to you or you gave information that you knew was false or misleading, you may be legally responsible if the buyer has any problems in the future.

- 2.3 This is why it would be useful for you to put together a package of accurate and up-to-date information for a potential buyer that may include, as well as the written agreement and any amendments to it:
- the current pitch fee and any other charges due to the site owner (such as for using a car parking space and outbuildings);
  - any site rules;
  - any warranty and maintenance information about the home; and
  - information about council tax, water rates, and gas and electricity charges where appropriate.

We recommend you give the buyer a copy of the agreement together with the other information at least 28 days before you complete the purchase.

### **How do I get the site owner's approval of the buyer?**

- 2.4 You must write to the site owner for their approval. Your request should include the buyer's details such as their name and age, details of all other people who will live in the home and any pets that they plan to bring with them, to ensure they comply with the site rules. We recommend that the buyer confirms this information as an accurate statement of the truth.
- 2.5 The site owner must give you a reply in writing within 28 days. The 28-day period starts from the date the site owner receives your request and ends when you receive the reply in writing. You may find it helpful to use a recorded postal service.
- 2.6 The site owner may only approve or refuse to approve the person and must give you their decision in writing. They cannot attach conditions to the approval.

### **What happens if the site owner doesn't give approval?**

- 2.7 If the site owner refuses approval, the notice must include their reasons for refusal.
- 2.8 If they do not respond in writing within 28 days or refuses to approve the sale, you may apply to the residential property tribunal for an order to make the site owner approve your request. The tribunal may either approve the proposed buyer or refuse to do so.
- 2.9 You cannot apply to the tribunal before the end of the 28-day period which the site owner has to respond to the request for approval (or later than three months from then, unless the tribunal gives you permission to make the application).
- 2.10 If the person buying your home is ready and able to go ahead and you think the site owner has withheld their approval in the past unreasonably or they put someone off buying in any other way, you can ask the tribunal to deal with the application under its urgency procedure.
- 2.11 You can find more details on the tribunal in our fact sheet *Mobile Homes Act 1983 – Disputes and proceedings*. You can download application forms and other information from the residential property tribunal's website page at [www.justice.gov.uk](http://www.justice.gov.uk).

### **Does a site owner need to contact the buyer to approve them?**

- 2.12 By law, a site owner does not have to contact the buyer to approve them.

- 2.13 However, the buyer may want to meet the site owner to get a greater feel for the site and to ask any specific questions they may have. The site owner cannot insist on a meeting and cannot make it a condition of approval that the meeting is held. If the site owner insists on a meeting and the buyer does not want one and the site owner then withholds approval, you can apply to the residential property tribunal for them to give the approval instead.
- 2.14 You and the site owner must act honestly in all your negotiations and communications. In particular, site owners should remember that if they knowingly and deliberately give any false information to the potential buyer (in other words, tell lies or mislead the potential buyer), and that false representation results in either the site owner making a gain or causing you or the potential buyer to make a loss, the site owner's actions may be a criminal offence under the Fraud Act 2006. They could also be guilty if they dishonestly fail to reveal information that they have a legal duty to reveal if by doing so they will make a gain or cause you or the buyer to suffer a loss. An example of behaviour amounting to fraud would be if the site owner put a potential buyer off buying a home by lying about noise levels, or proposals to vastly extend a site, or to increase the pitch fee.

## **Completing the sale**

### **Can a site owner claim a commission when I sell my home?**

- 3.1 Yes. The site owner can claim a commission up to a maximum amount fixed by law. This is currently set at 10% of the sale price. Site owners can charge a lower percentage than the legal maximum but cannot charge a higher one. The rate should be set out in your written statement.
- 3.2 The site owner's entitlement to receive a commission when you sell your home is an 'implied term' in all agreements. There is no VAT due on the commission payment.

### **Can a site owner change the terms of the agreement for the buyer such as increasing the pitch fee?**

- 3.3 No. The terms of the agreement must stay the same when the transfer takes place. The site owner cannot change the pitch fee or charge anything extra. (For more information about express terms in the agreement, please see the fact sheet *Understanding the Mobile Homes Act 1983 – Residents' rights and responsibilities*). For more details on the rules about the pitch fee due when buying a mobile home, please see the fact sheet 'Understanding the Mobile Homes Act 1983 – pitch fees and other charges'.

### **What happens if a resident dies?**

- 3.4 If the pitch agreement is with two or more people living in the home and one of those people dies, the surviving person or people will continue to have the agreement and can continue to live in the home.
- 3.5 If your husband, wife or civil partner dies and your name was not on the agreement you can take it over and continue living in the home. This also applies if you were not

married to your partner or are a member of the resident's family living at the home at the time of death.

3.6 If you lived alone at the time of your death, the pitch agreement will pass to anyone you have named in your will or will be dealt with under intestacy law if you did not make a will. However, in this situation the agreement is not binding in the following circumstances.

- Although that person inheriting the home becomes the new owner, they do not automatically have the right to live in the home and would need to get the permission of the site owner.
- Secondly, the site owner cannot insist that that person lives in the home. However the owner cannot try to end the agreement because the new owner is not living in it as their only or main home.
- Thirdly, the person inheriting cannot give the home to another person. So, if they do not want to live in it, their only option is to sell it.

In all other circumstances the agreement is binding on the person who inherits the home