

Chapter 5—The Mobile Homes Act 1983

Introduction

•The text of the 1975 Act is set out at A-51 and the 1983 Act at A-54.

•See 2-74 for model standards.

•See 1-8 for “stationing”.

•See 5-20 for “the court”.

5-0 Part I of the Caravan Sites Act 1968 Act gives some protection to occupiers of caravans. The Mobile Homes Acts 1975 and 1983[•] were passed to provide a greater degree of protection. The 1975 Act is now relevant only because it contains a power by which the DCLG can lay down minimum standards for sites containing mobile homes. The power has not yet been exercised. If it were exercised, the standards would have to be met—they would not be merely guides to the site licence conditions which local authorities should set. Meanwhile, the model standards set out in 2008 under the 1960 Act for permanent residential sites will apply.[•]

5-1 The Mobile Homes Act 1983 Act adds to the Caravan Sites 1968 Act; it is not a substitute for it. However the 1983 Act applies less widely, in two ways:

- It protects only owner-occupiers of mobile homes.
- It applies only where the occupier has an agreement with the site owner.

Some occupiers of caravans will thus have the protection of the 1968 Act, and a smaller class will have the protection of both Acts.

5-2 The 1983 Act is concerned with regulating agreements for stationing mobile homes on land¹.[•] The Act lays down what the main terms of an agreement must be, and says that there must be a written statement setting out those terms. The 1983 Act also contains provisions dealing with the transfer of agreements. It gives the court (the County Court, or an arbitrator)[•] the power to amend agreements in certain ways and to deal with disputes about agreements.

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1. The Court of Appeal decision in *Howard v Charlton* [2002] EWCA Civ 1086 illustrates how the focus of the Act is the agreement rather than the home. The occupier had an agreement that was protected by s.1 of the 1983 Act. She made an extension to her home, which the site owner argued made the mobile home a fixture, so that the protection afforded by the Act ceased to apply. The site owner sought possession. The Court of Appeal held that the Act applied to the agreement not to the mobile home, so that the question was not whether the structure was still a mobile home, but whether the agreement entitled the occupier to station a mobile home on the relevant land and had been validly terminated in accordance with its terms.