

What you need to know before purchasing a Residential Caravan in Northern Ireland (Known as a park home in GB) – Residential Occupiers

MOVING TO A RESIDENTIAL CARAVAN PARK CAN MARK A COMPLETE LIFESTYLE CHANGE. IT ALSO PROVIDES AN OPPORTUNITY TO DOWNSIZE AND RELEASE CAPITAL TO FUND RETIREMENT. IT IS THEREFORE VERY IMPORTANT THAT, BEFORE COMMITTING TO THE PURCHASE OF A RESIDENTIAL CARAVAN, A POTENTIAL BUYER CONSIDERS ALL THE RELEVANT AVAILABLE INFORMATION, AND FULLY UNDERSTANDS AND ACCEPTS WHAT THEIR RIGHTS AND OBLIGATIONS ARE BEFORE SIGNING ANY CONTRACT - SEE LINK BELOW TO THE CARAVANS ACT (NI) 2011 FOR FURTHER INFORMATION.

Points to consider before purchasing a residential caravan

The lifespan of the residential caravan you are buying

With modern construction methods a new residential caravan can on average last 40-70 years if well maintained. It will have been built off-site before being transported to the park and connected to services such as electricity, drainage and sometimes gas.

Whether the park is completely residential or a mixed site (residential/holiday)

There are important differences between a residential caravan, which is designed and built for permanent living to a specific residential British Standard (BS3632), and a caravan holiday home which is usually constructed to different standards to reflect its holiday occupancy. Potential purchasers should, therefore, ensure that the park where they are wanting to live permanently is licensed for permanent residential use and that the unit they are buying is designed and built for permanent living.

Park Licensing conditions

Site Owners are required to hold a Site Licence from the local council for land used as a Residential Caravan Park. The licence will be subject to such conditions as the council thinks necessary, or desirable, in the interest of those dwelling on the site in caravans and the public at large. In drawing up the conditions for a residential site, councils must have regard to the Department for Infrastructure's (DfI) Model Licence Conditions. These model licence conditions regulate the layout of and provision of facilities, services and equipment for caravan sites and represent the standards normally expected as a matter of good practice.

Points to consider before purchasing a residential caravan

Ultimately it is for the council to decide what conditions to apply in any site licence having regard to the particular circumstances of the relevant site, including its physical character, any relevant services, facilities or other amenities that are available within, or in the locality of, the site and other applicable conditions. At the discretion of the councils, these licences can vary slightly from one Park or council area to another. The licence may have conditions attached such as number of homes that can be stationed on the site, fire safety, health and safety and landscaping. Councils have the powers to enforce the conditions if they are breached.

What conditions apply to the Residential Caravan Park you are interested in living on in respect of the layout and provision of facilities, services, and equipment

All Residential Caravan sites must conform to the site licence issued by the relevant council. See link below to Model Licence Conditions for further information.

See link to Model Licence Conditions at end of Fact Sheet for further information.

Points to Note

It is important to be aware that when purchasing a residential caravan the buyer will not actually own the land on which the caravan is situated. A regular payment, known as a Pitch Fee, is payable to the Site/Park Owner in respect of this land and the services provided.

The Pitch Fee does **not** include amounts due in respect of rates, gas, electricity, water and sewerage and other services (e.g. the renting out of a garage) unless the Written Agreement between the Site Owner and Residential Occupier specifically states that these amounts are included in the Pitch Fee.

Residential Caravans can be purchased from the Site Owner, through an Estate Agent (where advertised), directly from an existing Residential Occupier or online. However, irrespective of where a residential caravan is purchased from it is essential that a potential buyer seeks professional help from e.g. a Solicitor who can assist with the legalities of the transaction.

Any potential purchaser should also ensure that they receive a copy of the park rules and are content to abide by them before buying the residential caravan.

It may be worthwhile to consider having a home survey carried out on a potential residential caravan before purchasing in order to have reassurance that it is in a satisfactory condition. This is particularly pertinent in respect of an older residential caravan. In relation to newer residential caravans it is a good idea to ask the Site Owner (or the outgoing Residential Occupier (if buying from them) what, if any, warranties apply.

A potential purchaser may find it worthwhile to meet with the Site Owner and chat with some of the Residential Occupiers, if they were agreeable, to ask questions and gather more information before committing to purchase.

Points to Note

A **Written Agreement** (also known as Written Statement), which is a legal agreement between the Residential Occupier and the Caravan Site Owner, should be received from the Site Owner no later than 28 days from the date on which the Agreement for the sale of the caravan was made or the date on which the residential agreement is made. Note that if it is the case that the caravan is being bought via a private sale from an existing resident that will prompt the transfer 'assignment' of the current Written Agreement from the seller to the buyer rather than the issue of a new Written Agreement from the Site Owner.

The Agreement contains a number of Implied Terms set out in the Caravans Act (NI) 2011, which are mandatory, as well as any additional Express Terms covering such things as e.g. parking, keeping of pets, maintenance, and repair of the caravan. These Express Terms must be mutually agreed between both parties prior to signing the Written Agreement. The Agreement should set out clearly the rights and obligations of both the Site Owner and the Residential Occupier so that there is no ambiguity or misunderstanding.

If any of the Express Terms are unacceptable or if the new Residential Occupier wants others to be added they will need to firstly ask the Site Owner, within 6 months of being given the Written Agreement. If a mutual agreement cannot be reached either party (Occupier or Site Owner) can make an application to Court for a conclusive ruling on the matter.

If neither the Site Owner or Residential Occupier applies to the Court for the Express Terms in the Written Agreement to be changed within 6 months the terms will become binding on both sides.

Obligations and Rights of the Caravan Park/Site Owner

A Site Owner is required to hold a Site Licence from the local council in respect of the land used as a Residential Caravan Park. At the discretion of the councils, these site licences can vary slightly from one Park or council area to another.

A site licence will be subject to certain conditions in respect of the layout and provision of facilities, services and equipment for residential caravan sites. A council must have regard to the Department for Infrastructure's Model Licence Conditions when issuing a site licence for residential caravan sites – see links at end of Fact Sheet to the Model Licence Conditions and the Caravans Act (NI) 1963 for further information.

A Site Licence will only be issued by the local council if the Park has secured planning permission. The Site Owner should ensure that the licence is displayed on the park notice board where it can be easily seen, and it should clearly state whether:

- the park is for residential or holiday use;
- it has indefinite planning permission, or if it has a date of expiry.

Points to Note

It is for the council to decide what conditions to apply in any site licence having regard to the particular circumstances of the relevant site. Conditions may include the number of homes that can be stationed on the site, fire safety, health and safety and landscaping. Councils have the powers to enforce the conditions if they are breached.

The Site Owner should ensure that they meet with any potential Residential Occupier before the signing of the Written Agreement to ensure that the purchaser fully understands and accepts the terms of the Written Agreement and to answer any questions that the purchaser may have. The only exception to that being the case is when a private sale is proceeding from an existing resident prompting the transfer 'assignment' of the current Written Agreement from the seller to the buyer.

The Site Owner should make every effort to facilitate a visit to the park if a potential purchaser requests this prior to purchase, and also be amenable to answering questions or arranging an informal opportunity for the purchaser to chat to any of the residents if they were agreeable. This allows a potential purchaser to make an informed decision before committing to becoming a Residential Occupier.

WHO CAN I CONTACT FOR ADVICE?

Consumerline (Department for the Economy) **0300 123 6262**

Private Rented Branch (Department for Communities) email: **prs@communities-ni.gov.uk**

WHERE CAN I FIND MORE DETAILED INFORMATION OR ADVICE?

Fact Sheets

Caravans Act (Northern Ireland) 2011

Model Licence Conditions 2019 for Caravan Sites - Consultation (infrastructure-ni.gov.uk)

Caravans Act (Northern Ireland) 1963 (legislation.gov.uk)

This fact sheet is not intended to be an Authoritative Statement of the Law.