

Written Agreements – Residential Occupiers

A WRITTEN AGREEMENT (ALSO KNOWN AS A WRITTEN STATEMENT) IS A LEGAL AGREEMENT BETWEEN THE RESIDENTIAL OCCUPIER AND THE CARAVAN SITE OWNER. IT CONTAINS A NUMBER OF IMPLIED TERMS, WHICH ARE MANDATORY, AS WELL AS ANY ADDITIONAL EXPRESS TERMS WHERE THESE HAVE BEEN AGREED BETWEEN BOTH PARTIES. THE AGREEMENT SETS OUT THE CLEAR RIGHTS AND OBLIGATIONS OF BOTH THE SITE OWNER AND THE RESIDENTIAL OCCUPIER IN RELATION TO THIS AGREEMENT.

What Residential Occupiers need to be aware of

Before confirming a Written Agreement, it would be best practice and highly recommended for a potential Residential Occupier to read and fully understand what their rights and obligations are under the terms of the Agreement as **this is legally binding** by both the Occupier and the Site Owner. Although this can be an oral Agreement and still be legally binding, it would be advisable for any such Agreement to be signed by both parties as it would be easier, should a dispute arise, to prove what has been agreed. Therefore, neither party can easily deny its content or intended effect.

The Residential Occupier should be given this Written Agreement no later than 28 days from the date on which the Agreement for the sale of the caravan to the proposed Occupier was made or the date on which the residential agreement is made. A shorter period (28 days or less) can be agreed in writing between the Site Owner and the Occupier. A Residential Occupier can apply to the County Court for an order requiring the Site Owner to provide them with a Written Agreement if they have not received this in the required 28-day timeframe.

The Written Agreement should contain the names and addresses of both parties, clear details about the land on which the caravan is to be situated so that it is easily identifiable and the following list of mandatory Implied Terms, which can only be changed by the Department for Communities amending the current legislation:

- The duration of the Agreement.
- Termination by the Occupier.
- Termination by the Site Owner.
- Recovery of overpayments by the Occupier.

What Residential Occupiers need to be aware of

- The sale of the caravan.
- The gift of the caravan to someone else.
- The re-siting of the caravan.
- The right to quiet enjoyment of the caravan.
- Site owner's right of entry to the pitch.
- The Pitch Fee.
- The Occupier's obligation.
- The Site Owner's obligation.
- The Site Owner's name and address.
- The criteria to be recognised as a Qualifying Residents' Association.

Additional Express Terms eg. car parking arrangements, keeping of pets etc can also be included in the Written Agreement but these must be agreed first between the Site Owner and the Residential Occupier and included in the Agreement before both parties confirm and, advisedly, sign the Agreement. Any Express Terms that may have been agreed but are not included in the Agreement are unenforceable unless a court orders otherwise.

If any of the Express Terms are unacceptable or if the Residential Occupier wants others to be added they should firstly ask the Site Owner, within 6 months of being given the Written Agreement if they are prepared to make the changes. 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.

What Caravan Park/Site Owners need to be aware of

A Site Owner must ensure that the Residential Occupier is provided with a Written Statement no later than 28 days from the date on which the Agreement for the sale of the caravan to the proposed Occupier was made or the date on which the residential agreement is made. A shorter period (28 days or less) can be agreed in writing between the Site Owner and Caravan Owner.

The Site Owner must ensure that the Agreement contains all the Implied Terms, as required by the Caravans Act (Northern Ireland) 2011 as well as any additional Express Terms which they and the Residential Occupier have agreed prior to both parties signing the Agreement.

A Site Owner also has a right to seek changes to the Express Terms and, where the Residential Occupier refuses, they can ask an arbitrator or the court, within 6 months of giving the Written Agreement to the Residential Occupier, for a decision.

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?

Caravans Act (Northern Ireland) 2011

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