

Duration and Termination of the Agreement – Residential Occupiers

THE WRITTEN AGREEMENT WILL CONTAIN DETAILS ABOUT DURATION AND TERMINATION IN RELATION TO THE OCCUPANCY OF A CARAVAN AS A RESIDENTIAL OCCUPIER'S ONLY OR MAIN RESIDENCE FOR A PERIOD EXCEEDING 12 MONTHS.

What Residential Occupiers need to be aware of

The Written Agreement must contain details on the length of time the Agreement is for, which is likely to continue indefinitely, unless:

- the Site Owner has only a limited interest in the land or the planning permission is temporary eg. if a Site Owner has a lease on the land then the duration of the Written Agreement cannot extend beyond that time or beyond the length of planning permission; or
- the Resident Occupier terminates the Agreement; or
- the Site Owner terminates the Agreement.

A Residential Occupier can terminate their Agreement at any time but must give their Site Owner at least 4 weeks' notice, in writing.

What Caravan Park/Site Owners need to be aware of

A Site Owner can only terminate an Agreement with the Residential Occupier without delay following a decision by the Court on one or more grounds:

- The Residential Occupier has broken a term of the Agreement. [However, the Site Owner must notify the Residential Occupier in writing that they have broken a term of their Agreement, and allow reasonable time to put things right before an application can be made on this ground.]
- The Residential Occupier is not living in the caravan as his or her main or only residence.
- The condition of the caravan is having a detrimental effect on the amenity of the site. The Court may adjourn proceedings if it considers repairs could be carried out and if the Residential Occupier indicates they intend to carry out those repairs to a satisfactory standard within a specified timescale.

What Caravan Park/Site Owners need to be aware of

A Residential Occupier can only be made to leave the site and remove their caravan if the Agreement has been brought to an end and the Site Owner has obtained an order to terminate the Agreement (eviction order) from the Court. It is a criminal offence for a Site Owner or anyone else to make a Residential Occupier leave a caravan site without a Court Order, or to try to make them leave by threats, violence, withholding services such as water, gas or electricity, or any other sort of harassment either to the Residential Occupier or any person residing with the 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?

Caravans Act (Northern Ireland) 2011

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