

Pitch Fees – Residential Occupiers

A PITCH FEE IS THE AMOUNT A RESIDENTIAL OCCUPIER IS REQUIRED TO PAY TO THE CARAVAN PARK/SITE OWNER UNDER THE WRITTEN AGREEMENT/STATEMENT FOR BEING ABLE TO PLACE A RESIDENTIAL CARAVAN ON A PITCH IN THE CARAVAN PARK, AND FOR THE USE AND MAINTENANCE OF THE COMMUNAL AREAS OF THE PARK.

A RESIDENTIAL OCCUPIER DOES NOT OWN THE PITCH ON WHICH THE CARAVAN IS SITED AS THEY DO NOT OWN THE LAND ON WHICH THE CARAVAN IS SITUATED.

What Residential Occupiers need to be aware of

The Written Agreement between the Site Owner and Residential Occupier will include details of the Pitch Fee that the Residential Occupier has to pay the Site Owner, when and how it is to be paid (weekly or monthly, etc) and will usually state the annual review date.

Site Owners can only review the Pitch Fees annually, on one occasion in that year, and the Residential Occupier must be informed, in writing, at least 28 days in advance of the Review Date by the Site Owner.

If the Residential Occupier is not informed 28 days in advance of the Review Date, then the Site Owner may inform them at a later time, but the proposed Pitch Fee will then be payable only from the 28th day after the date on which the notice is served.

The Residential Occupier and the Site Owner need to agree on any increase/decrease to the annual pitch fees which will then become payable on the Review Date stated in the Written Agreement. In the event of a dispute on the amount of the increase/decrease either the Residential Occupier or the Site Owner has the right to pursue the matter through the Court. The Court will determine the new level of Pitch Fee and the ruling will be binding.

The Site Owner cannot change the Pitch Fee without the Residential Occupier's agreement (or the Court's ruling, which will be binding). If disputed, the Residential Occupier must continue to pay their existing Pitch Fee until the new level of Pitch Fee is agreed or determined by the Court.

What Residential Occupiers need to be aware of

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 Agreement between the Site Owner and the Residential Occupier specifically states that these amounts are included in the Pitch Fee.

It is a working presumption that the Pitch Fee will only be changed by a percentage equivalent to any change (whether an increase or decrease) in the Retail Price Index (RPI) since the last review date unless this would be unreasonable due to for example the site owner making improvements to site facilities to benefit residents.

If the Site Owner has not given the Residential Occupier a Written Statement containing the mandatory Implied Terms and any agreed Express Terms, then the Residential Occupier can apply to the court for an order requiring the Site Owner to provide the Residential Occupier with a Written Statement containing these Terms. In relation to an agreement made **after** its commencement an application for the court order can be made beginning on the date on which the agreement is made and ending 6 months after this date. Where an agreement is made **before** commencement then the 6-month period permitted for making an application for a court order means beginning with the commencement date.

Any change to the Pitch Fee will take into account any money spent on improvements to the site by the Site Owner since the last review date which are of benefit to the Residential Occupiers of the site and which the Site Owner has consulted upon, and to which the majority of Residential Occupiers have not disagreed in writing. It will also consider any decrease in amenity of the site since the last review date and the effect of any law that has come into force since the last review date. The effect of such law must be directly relevant to the actual costs of the management or maintenance of the particular site.

A Residential Occupier has the right to request documentation from the Site Owner to breakdown and a how the new Pitch Fee has been calculated.

Pitch Fees can vary from one site or pitch to another depending on factors present when the Agreement started, such as the location which may be deemed to be a 'prime' location.

Potential purchasers of caravans in residential parks should ensure that they have fully read and understood what the Site Owners' obligations are in relation to the Pitch Fee charge **before** they confirm (advisedly, by signing) their Written Agreement with the Site Owner.

What Caravan Park/Site Owners need to be aware of

A Site Owner needs to inform the Residential Occupier, in writing, at least 28 days before the Review Date of the Pitch Fees and agree any change with them (unless a scenario occurs to cause a late review point).

What Caravan Park/Site Owners need to be aware of

The Written Agreement must describe the procedures and rules that have to be followed when the Site Owner wants to review the Pitch Fee (either to increase or decrease it).

If a Site Owner wishes to increase in the Pitch Fee to take effect in line with the annual review date, then the Residential Occupier must be served with a notice in writing at least 28 days before the review date (unless there is a scenario around a late review), setting out the Site Owner's proposals in respect of the Pitch Fee. If a Site Owner serves the notice at any time after this, then any increase in the Pitch Fee, whether agreed between the Site Owner and the Residential Occupier or fixed by court order, will only be payable 28 days after the date on which the Site Owner served the notice.

At the request of a Residential Occupier a Site Owner should provide, free of charge, breakdown documentation which supports or explains any proposed increase/decrease of a Pitch Fee to the Residential Occupier so that they can make an informed decision on whether that proposal is reasonable.

Site Owners must ensure that potential purchasers of residential caravans on their site fully understand and agree the Pitch Fee **before** both parties sign the Written Agreement.

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.