

*These notes refer to the Caravans Act (Northern Ireland)
2011 (c.12) which received Royal Assent on 16 March 2011*

Caravans Act (Northern Ireland) 2011

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Schedule: Agreements under Part 1 of this Act

Part 1: Terms implied by Section 3

Part 1 of the Schedule sets out the terms to be implied in any residential agreement.

Paragraphs 1-2: Duration of agreement

Paragraphs 1 and 2 establish that residential agreements last until they are legitimately ended by either the caravan owner or site owner (in line with the requirements in paragraphs 3 to 6). In cases where planning permission or the site owner's right to the land are time-limited, residential agreements will be similarly time-limited.

Paragraph 3 – Termination by occupier

Paragraph 3 entitles a caravan owner to terminate a residential agreement as long as they provide the site owner with at least four weeks notice in writing.

Paragraph 4-6 – Termination by owner

Paragraphs 4-6 establish the grounds on which a site owner can seek, through the court, to terminate a residential agreement.

Paragraph 7 – Recovery of overpayments by occupier

Paragraph 7 entitles the caravan owner to recover any payments made to the site owner for the period following the end of any residential agreement.

Paragraph 8 – Sale of caravan

Paragraph 8 establishes the process for the sale of a caravan on a protected site. A caravan owner is entitled to sell a caravan and assign their residential agreement to a person approved by the site owner. The site owner's approval cannot be unreasonably withheld and must be notified to the caravan owner within 28 days of a written request being made. If this does not occur, the caravan owner can apply to the court for an order approving a person.

The site owner is entitled to receive a maximum commission of 10% on the sale. This provision does not apply to the Northern Ireland Housing Executive in respect of the sites it provides and manages for Irish Travellers.

Paragraph 9 – Gift of caravan

Paragraph 9 establishes the process for the gifting of a caravan on a protected site. A caravan owner is entitled to gift a caravan and assign their residential agreement to a family member approved by the site owner. The site owner's approval cannot be unreasonably withheld and must be notified to the caravan owner within 28 days of a written request being made. If this does not occur, the caravan owner can apply to the court for an order approving a family member.

Paragraph 10 – Re-siting of caravan

Paragraph 10 allows the site owner to move a caravan to conduct essential or emergency repairs, or to apply to the court to move a caravan, to another comparable pitch on the same site or a different site in their ownership. All costs associated with such moves are the responsibility of the site owner.

Paragraphs 16-20 – The pitch fee

Site owners are entitled to charge a pitch fee and paragraphs 16-20 set out the conditions for changes to and payment of the pitch fee.

The pitch fee can only be changed either with the agreement of the caravan owner or by order of the court.

Paragraph 17 describes the process associated with the annual review of the pitch fee, including mechanisms for dealing with disputes.

Paragraphs 18, 19 and 20 establish the factors that can be taken into account in determining the new pitch fee.

Paragraphs 22-25 – Owner's obligations

Paragraphs 22-25 establish the site owner's obligations. These include providing written information on a range of issues, such as charges payable under the residential agreement, and requirements to consult caravan owners and any qualifying residents' association on matters such as site improvements.

Paragraphs 26-27 – Owner's name and address

Paragraph 26 requires the site owner to provide caravan owners and any qualifying residents' associations with an address in Northern Ireland. Caravan owners can, in certain circumstances, reasonably withhold pitch fee payments until such information is provided. All notices from the site owner must also include an address in Northern Ireland.

Paragraph 27 similarly requires site owners to provide an address in Northern Ireland on any demand for payment. Caravan owners can, in

certain circumstances, reasonably withhold payments until such information is provided.

Paragraph 28 – Qualifying residents’ association

Paragraph 28 establishes the circumstances in which a residents’ association on a protected site becomes a qualifying residents’ association which the site owner must consult on matters such as the operation and management of the site.