



2011 CHAPTER 12

PART 1

AGREEMENTS FOR RESIDENTIAL OCCUPIERS ON PROTECTED SITES

Application of this Part

1.—(1) This Part applies to any agreement (whether made before or after commencement) under which a person is entitled—

- (a) to station a caravan on land forming part of a protected site; and
- (b) to occupy the caravan as that person's only or main residence for a period exceeding 12 months.

(2) In this Part—

“residential agreement” means an agreement to which this Part applies;

“occupier” means the person entitled as mentioned in subsection (1).

Particulars of agreements

2.—(1) In the case of a residential agreement to be made after commencement, the owner of the protected site (“the owner”) must give to the proposed occupier under the agreement a written statement which—

- (a) specifies the names and addresses of the parties;
- (b) includes particulars of the land on which the occupier is to be entitled to station the caravan that are sufficient to identify that land;
- (c) sets out the express terms to be contained in the agreement;
- (d) sets out the terms implied by section 3(1); and

- (e) complies with such other requirements as may be prescribed by regulations made by the Department for Social Development.
- (2) The written statement required by subsection (1) must be given not later than the minimum period before—
 - (a) the date on which any agreement for the sale of the caravan to the proposed occupier is made, or
 - (b) (if earlier) the date on which the residential agreement is made.
- (3) The minimum period is 28 days or such shorter period as may be agreed in writing by the proposed occupier.
- (4) In the case of a residential agreement made before commencement, the owner of the protected site must, not later than 28 days after commencement, give to the occupier a written statement which—
 - (a) specifies the names and addresses of the parties;
 - (b) includes particulars of the land on which the occupier is entitled to station the caravan that are sufficient to identify that land;
 - (c) sets out the express terms contained in the agreement;
 - (d) sets out the terms implied by section 3(1); and
 - (e) complies with such other requirements as may be prescribed by regulations made by the Department for Social Development.
- (5) Subject to any order made by the court under section 3(3), if any express term—
 - (a) is contained in a residential agreement, but
 - (b) was not set out in a written statement given by the owner in accordance with this section,the term is unenforceable by the owner or any person within section 5(1).
- (6) If the owner has failed to give the occupier a written statement in accordance with this section, the occupier may, at any time after the making of the agreement, apply to the court for an order requiring the owner—
 - (a) to give the occupier a written statement which complies with paragraphs (a) to (e) of subsection (4), and
 - (b) to do so not later than such date as is specified in the order.
- (7) A statement required to be given to a person under this section may be delivered to that person personally or sent to that person by post.
- (8) Any reference in this section to the making of a residential agreement includes a reference to any variation of an agreement by virtue of which the agreement becomes a residential agreement.
- (9) Regulations under this section are subject to negative resolution.

Terms of agreements

3.—(1) In any residential agreement there shall be implied the terms set out in Part 1 of the Schedule; and this subsection shall have effect notwithstanding any express term of the agreement.

(2) The court may, on the application of either party made within the relevant period, order that there shall be implied in the agreement terms concerning the matters mentioned in Part 2 of the Schedule.

(3) The court may, on the application of either party made within the relevant period, make an order—

- (a) varying or deleting any express term of the agreement;
- (b) in the case of any express term to which section 2(5) applies, provide for the term to have full effect or to have such effect subject to any variation specified in the order.

(4) In relation to an agreement made after commencement, “the relevant period” means the period beginning with the date on which the agreement is made and ending—

- (a) 6 months after that date; or
- (b) where a written statement relating to the agreement is given to the occupier after that date (whether or not in compliance with an order under section 2(6)), 6 months after the date on which the statement is given;

and section 2(8) applies for the purposes of this subsection as it applies for the purposes of section 2.

(5) In relation to an agreement made before commencement, “the relevant period” means the period of 6 months beginning with commencement.

(6) On an application under this section, the court shall make such provision as the court considers just and equitable in the circumstances.

(7) The supplementary provisions in Part 3 of the Schedule have effect for the purposes of paragraphs 8 and 9 of Part 1 of the Schedule.

Power to amend implied terms

4.—(1) The Department for Social Development may by order make such amendments of Part 1 or 2 of the Schedule as that Department considers appropriate.

(2) An order under this section may contain such incidental, supplementary, consequential, transitional or saving provisions as that Department considers appropriate.

(3) An order under this section may in particular—

- (a) make provision for or in connection with the determination by the court of such questions, or the making by the court of such orders, as are specified in the order;
- (b) make such amendments of any provision of this Part as that Department considers appropriate in consequence of any amendment made by the order in Part 1 or 2 of the Schedule.

(4) No order may be made under this section unless the Department for Social Development has consulted—

- (a) such organisations as appear to it to be representative of interests substantially affected by the order; and
- (b) such other persons as it considers appropriate.

(5) No order may be made under this section unless a draft of the order has been laid before, and approved by a resolution of, the Assembly.

(6) The Department for Social Development shall—

- (a) not later than 5 years after the coming into operation of this Act, and
- (b) at least once in every period of 5 years thereafter,

review Parts 1 and 2 of the Schedule and determine whether it should exercise the power to make an order under this section.

Successors in title

5.—(1) A residential agreement is binding on and has effect for the benefit of any successor in title of the owner and any person claiming through or under the owner or any such successor.

(2) Where a residential agreement is lawfully assigned to any person, the agreement has effect for the benefit of and is binding on that person.

(3) The following subsections apply where a person entitled to the benefit of and bound by a residential agreement dies at a time when that person is occupying the caravan as that person's only or main residence; and in those subsections—

- (a) that person is referred to as “the deceased”;
- (b) references to “the beneficiary” of the deceased are to the person entitled to the caravan by virtue of the deceased's will or under the law relating to intestacy;
- (c) references to “a travellers' site” are to a caravan site provided and managed by the Northern Ireland Housing Executive under Article 28A of the Housing (Northern Ireland) Order 1981 (caravan sites for members of Irish Traveller community); and
- (d) a beneficiary of the deceased is a qualifying person if the beneficiary satisfies the Housing Executive that the beneficiary—

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- (i) is a member of the Irish Traveller community (within the meaning of Article 5 of the Race Relations (Northern Ireland) Order 1997); and
- (ii) intends to occupy the caravan as the beneficiary's only or main residence.

(4) The agreement has effect for the benefit of and is binding on any person residing with the deceased at the time of death who is—

- (a) the surviving spouse or civil partner of the deceased; or
- (b) if there is no surviving spouse or civil partner so residing, a member of the deceased's family.

(5) If—

- (a) there is no person falling within subsection (4); and
- (b) the agreement relates to a caravan on a caravan site other than a travellers' site,

the agreement has effect for the benefit of and is binding on the beneficiary of the deceased, but subject to subsection (7).

(6) If—

- (a) there is no person falling within subsection (4),
- (b) the agreement relates to a caravan on a travellers' site, and
- (c) the beneficiary of the deceased is a qualifying person,

the agreement has effect for the benefit of and is binding on the beneficiary of the deceased.

(7) A residential agreement does not have effect for the benefit of or bind a person by virtue of subsection (5) in so far as—

- (a) it would, but for this subsection, enable or require that person to occupy the caravan; or
- (b) it includes terms implied by virtue of paragraph 5 of Part 1 of the Schedule.

(8) In relation to a residential agreement—

- (a) any reference in this Part to the owner includes a reference to any person who is bound by and entitled to the benefit of the agreement by virtue of subsection (1); and
- (b) subject to subsection (7), any reference in this Part to the occupier includes a reference to any person who is entitled to the benefit of and bound by the agreement by virtue of any of subsections (2) to (6).

Jurisdiction

6.—(1) The county court for the county court division in which the protected site is situated shall have jurisdiction—

- (a) to determine any question arising under this Part or any residential agreement, and
- (b) to entertain any proceedings brought under this Part or any such agreement;

and references in this Part to “the court” shall be construed accordingly.

(2) But where the parties have agreed in writing to submit any question arising under this Part or, as the case may be, any residential agreement to arbitration, references in this Part to the court shall be read as references to the arbitrator.

PART 2

AGREEMENTS FOR OTHER OCCUPIERS OF CARAVAN SITES

Application of this Part

7.—(1) This Part applies to any agreement (whether made before or after commencement)—

- (a) under which a person is entitled to station a caravan on land forming part of a caravan site and occupy the caravan for a period exceeding 28 days; and
- (b) which is not a residential agreement within the meaning of Part 1.

(2) In this Part—

“seasonal agreement” means an agreement to which this Part applies;

“occupier” means the person entitled as mentioned in subsection (1)(a) under a seasonal agreement.

Particulars of agreements

8.—(1) In the case of a seasonal agreement to be made after commencement, the owner of the caravan site must give to the proposed occupier under the agreement a written statement which—

- (a) specifies the names and addresses of the parties;
- (b) includes particulars of the land on which the occupier is to be entitled to station the caravan that are sufficient to identify that land;
- (c) sets out the express terms to be contained in the agreement; and
- (d) sets out the terms implied by section 9(1).

(2) The written statement required by subsection (1) must be given not later than the minimum period before—

- (a) the date on which any agreement for the sale of the caravan to the proposed occupier is made, or
- (b) (if earlier) the date on which the seasonal agreement is made.

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(3) The minimum period is 28 days or such shorter period as may be agreed in writing by the proposed occupier.

(4) In the case of a seasonal agreement made before commencement, the owner of the caravan site must, not later than 28 days after commencement, give to the occupier under the seasonal agreement a written statement which—

- (a) specifies the names and addresses of the parties;
- (b) includes particulars of the land on which the occupier is entitled to station the caravan that are sufficient to identify that land;
- (c) sets out the express terms contained in the agreement; and
- (d) sets out the terms implied by section 9(1).

(5) If any express term—

- (a) is contained in a seasonal agreement, but
- (b) was not set out in a written statement given by the owner of the caravan site in accordance with this section,

the term is unenforceable by the owner.

(6) A statement required to be given to a person under this section may be delivered to that person personally or sent to that person by post.

(7) Any reference in this section to the making of a seasonal agreement includes a reference to any variation of an agreement by virtue of which the agreement becomes a seasonal agreement.

Implied terms as to consultation with occupiers' association

9.—(1) In any seasonal agreement there shall be implied the terms set out in subsections (3) and (4) (read with subsections (5) and (6)); and this subsection shall have effect notwithstanding any express term of the agreement.

(2) If the owner fails to comply with those terms, the occupier may apply to the court for an order requiring the owner to comply with those terms.

(3) The owner shall consult a qualifying occupiers' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the caravan site which may affect the occupiers either directly or indirectly.

(4) For the purposes of consultation the owner shall give the association at least 28 days' notice in writing of the matters referred to in subsection (3) which—

- (a) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
- (b) states when and where the association can make representations about the matters.

(5) For the purposes of subsection (3) an association is a qualifying occupiers' association in relation to a caravan site if—

- (a) it is an association representing the occupiers of caravans on that site;
- (b) at least 50% of the occupiers of the caravans on that site are members of the association;
- (c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;
- (d) subject to paragraph (c), membership is open to all occupiers who own a caravan on that site;
- (e) it maintains a list of members which is open to public inspection together with the rules and constitution of the association;
- (f) it has a chairman, secretary and treasurer who are elected by and from among the members;
- (g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each caravan;
- (h) the owner has acknowledged in writing to the secretary that the association is a qualifying occupiers' association or, in default of this, the court has so ordered.

(6) When calculating the percentage of occupiers for the purpose of subsection (5)(b), each caravan shall be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, its occupier is to be taken to be the occupier whose name first appears on the agreement.

Jurisdiction

10.—(1) The county court for the county court division in which the caravan site is situated shall have jurisdiction—

- (a) to determine any question arising under this Part or any seasonal agreement, and
- (b) to entertain any proceedings brought under this Part or any such agreement;

and references in this Part to “the court” shall be construed accordingly.

(2) But where the parties have agreed in writing to submit any question arising under this Part or, as the case may be, any seasonal agreement to arbitration, references in this Part to the court shall be read as references to the arbitrator.

PART 3

PROTECTION OF RESIDENTIAL OCCUPIERS FROM EVICTION AND HARASSMENT

Application of this Part

11.—(1) This Part applies to any agreement (whether made before or after commencement) under which a person is entitled—

- (a) to station a caravan on a protected site and occupy it as that person’s only or main residence; or
- (b) to occupy as that person’s only or main residence a caravan stationed on a protected site.

(2) In this Part—

“residential agreement” means an agreement to which this Part applies;

“occupier” means the person entitled as mentioned in subsection (1)(a) or (b).

Protection of occupiers against eviction and harassment

12.—(1) A person is guilty of an offence if, during the subsistence of a residential agreement, that person unlawfully deprives the occupier of occupation on the protected site of any caravan which the occupier is entitled by the agreement to station and occupy, or to occupy, as the occupier’s residence on that site.

(2) A person is guilty of an offence if, after the expiration or determination of a residential agreement, that person enforces, otherwise than by proceedings in the court, any right to exclude the occupier from the protected site or from any such caravan as is mentioned in subsection (1), or to remove or exclude any such caravan from the site.

(3) A person is guilty of an offence if, whether during the subsistence or after the expiration or determination of a residential agreement, that person—

- (a) does acts likely to interfere with the peace or comfort of the occupier or persons residing with the occupier, or
- (b) persistently withdraws or withholds services or facilities reasonably required for the occupation of the caravan as a residence on the site,

and (in either case) that person intends to cause the occupier to do any of the things mentioned in subsection (5).

(4) The owner of a protected site is guilty of an offence if, whether during the subsistence or after the expiration or determination of a residential agreement—

- (a) that person does acts likely to interfere with the peace or comfort of the occupier or persons residing with the occupier, or

- (b) that person persistently withdraws or withholds services or facilities reasonably required for the occupation of the caravan as a residence on the site,

and (in either case) that person knows, or has reasonable cause to believe, that such conduct is likely to cause the occupier to do any of the things mentioned in subsection (5).

- (5) The things referred to in subsections (3) and (4) are—

- (a) to abandon the occupation of the caravan or remove it from the site, or
- (b) to refrain from exercising any right or pursuing any remedy in respect of the caravan.

- (6) References in subsection (4) to the owner of a protected site include references—

- (a) to a person with an estate in the site which is superior to that of the owner;
- (b) to an agent of the owner.

- (7) References in this section to the occupier include references—

- (a) to the person who was the occupier under a residential agreement which has expired or been determined, and
- (b) in the case of the death of the occupier (whether during the subsistence or after the expiration or determination of the agreement), to any person then residing with the occupier being—
 - (i) the surviving spouse or civil partner of the occupier; or
 - (ii) if there is no surviving spouse or civil partner so residing, any member of the occupier's family.

- (8) A person guilty of an offence under this section is liable—

- (a) on summary conviction, to a fine not exceeding the statutory maximum or to imprisonment for a term not exceeding 6 months, or to both;
- (b) on conviction on indictment, to a fine or to imprisonment for a term not exceeding 2 years, or to both.

(9) In proceedings for an offence under subsection (1) or (2), it is a defence to prove that the accused believed, and had reasonable cause to believe, that the occupier of the caravan had ceased to reside on the site.

(10) In proceedings for an offence under subsection (4) it is a defence to prove that the accused had reasonable grounds for doing the acts or withdrawing or withholding the services or facilities in question.

- (11) Nothing in this section applies to—

- (a) the exercise by any person of a right to take possession of a caravan of which that person is the owner, other than a right conferred by or arising on the expiration or determination of a residential agreement, or

(b) anything done pursuant to the order of any court.

(12) Proceedings for an offence under this section may be instituted by the district council in whose district the site is situated.

Provision for suspension of eviction orders

13.—(1) If in proceedings by the owner of a protected site the court makes an order for enforcing in relation thereto any such right as is mentioned in section 12(2), the court may—

- (a) suspend the enforcement of the order for such period not exceeding 12 months from the date of the order as the court thinks reasonable; and
- (b) if it does so, impose such terms and conditions, including conditions as to the payment of rent or other periodical payments or of arrears of such rent or payments, as the court thinks reasonable.

(2) Subsection (1)(a) is—

- (a) without prejudice to any power apart from this section to postpone the operation or suspend the execution of an order, and
- (b) subject to the following provisions of this section.

(3) The court may from time to time, on the application of either party—

- (a) extend, reduce or terminate the period of suspension ordered under subsection (1)(a), or
- (b) vary any terms or conditions imposed under subsection (1)(b),

but the court shall not extend the period of suspension for more than 12 months at a time.

(4) In considering whether or how to exercise its powers under this section, the court shall have regard to all the circumstances, and in particular—

- (a) whether the occupier has failed, whether before or after the expiration or determination of the relevant residential agreement, to observe—
 - (i) any terms or conditions of that agreement,
 - (ii) any conditions of the site licence, or
 - (iii) any reasonable rules made by the owner for the management and conduct of the site or the maintenance of caravans on the site;
- (b) whether the occupier has unreasonably refused an offer by the owner to renew the residential agreement or make another such agreement for a reasonable period and on reasonable terms;
- (c) whether the occupier has failed to make reasonable efforts to obtain elsewhere other suitable accommodation for the occupier's caravan (or, as the case may be, another suitable caravan and accommodation for it).

(5) Where the court makes such an order as is mentioned in subsection (1) but suspends the enforcement of that order by virtue of this section, the court shall make no order for costs unless it appears to the court, having regard to the conduct of the owner or of the occupier, that there are special reasons for making such an order.

(6) The court shall not suspend the enforcement of an order by virtue of this section if—

- (a) no site licence is in force in respect of the site, and
- (b) paragraph 11 of the Schedule to the Caravans Act (exemption for sites owned by council) does not apply.

(7) Where a site licence in respect of the site is expressed to expire at the end of a specified period, the period for which enforcement may be suspended by virtue of this section shall not extend beyond the expiration of the licence.

(8) The power of the court under subsection (1) to suspend the enforcement of an order applies to any order made but not executed before commencement.

Supplementary

14.—(1) In this Part “the court” means the county court.

(2) Section 12(1) of the Caravans Act (power of site occupier to take possession and terminate a licence or tenancy in case of contravention of section 1 of that Act) shall have effect subject to the foregoing provisions of this Part.

(3) Part 9 of the [Rent \(Northern Ireland\) Order 1978 \(NI 20\)](#) (protection against harassment and eviction without due process of law) shall not apply to any caravan stationed on a protected site.

PART 4

MEANING OF “CARAVAN”

Meaning of “caravan” in this Act

15.—(1) In this Act “caravan” means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted, but does not include—

- (a) any railway rolling stock which is for the time being on rails forming part of a railway system for the time being in use as such;
- (b) any tent; or
- (c) a structure—

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- (i) which falls within subsection (2); and
 - (ii) any dimensions of which, when the structure is assembled, exceed a limit specified in subsection (3).
- (2) A structure falls within this subsection if it is—
- (a) composed of not more than two sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices; and
 - (b) when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer).
- (3) The limits referred to in subsection (1)(c)(ii) are—
- (a) length (exclusive of any drawbar): 20 metres;
 - (b) width: 6.8 metres;
 - (c) overall height of living accommodation (measured internally from the floor at the lowest level to the ceiling at the highest level): 3.05 metres.
- (4) A structure which falls within subsection (2) is not excluded from being a caravan by reason only that when assembled it cannot lawfully be moved from one place to another on a road.
- (5) The Department of the Environment may by order, after consultation with such persons or bodies as appear to it to be concerned, substitute for any figure mentioned in subsection (3) such other figure as may be specified in the order.
- (6) An order under subsection (5) is subject to negative resolution.

Definition of “caravan” in Caravans Act

16. In section 25 of the Caravans Act (interpretation) for the definition of “caravan” substitute—

““caravan” has the meaning given by section 15 of the Caravans Act (Northern Ireland) 2011;”.

PART 5

SUPPLEMENTARY

Interpretation

17.—(1) In this Act—

“the Caravans Act” means the Caravans Act (Northern Ireland) 1963 (c. 17);

“caravan site” means any land in respect of which a site licence is required under the Caravans Act (or would be required if paragraph 11 of the Schedule to that Act were omitted);

“commencement” means the coming into operation of this Act;

“occupier”—

- (a) in Part 1 has the meaning given by section 1(2);
- (b) in Part 2 has the meaning given by section 7(2);
- (c) in Part 3 has the meaning given by section 11(2);

“owner”, in relation to a caravan site, means the person who, by virtue of an estate held by that person, is entitled to possession of the site or would be so entitled but for the rights of any persons to station caravans on land forming part of the site;

“planning permission” means planning permission under Part 4 of the [Planning \(Northern Ireland\) Order 1991 \(NI 11\)](#);

“protected site” means a caravan site other than a site in respect of which the relevant planning permission or site licence—

- (a) is expressed to be granted for holiday use only; or
- (b) is otherwise so expressed or subject to such conditions that there are times of the year when no caravan may be stationed on the land for human habitation;

“residential agreement”—

- (a) in Part 1 has the meaning given by section 1(2);
- (b) in Part 3 has the meaning given by section 11(2);

“site licence” has the meaning given in section 25 of the Caravans Act.

(2) For the purposes of this Act a person is a member of another’s family if that person is—

- (a) the other’s spouse, civil partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, or
- (b) they live together as husband and wife or as if they were civil partners.

(3) For the purposes of subsection (2)(a)—

- (a) any relationship by marriage or civil partnership is to be treated as a relationship by blood,
- (b) any relationship of the half blood is to be treated as a relationship of the whole blood, and
- (c) the stepchild of any person is to be treated as the child of that person.

Commencement

18. This Act comes into operation at the end of the period of 6 months beginning with the day on which this Act receives Royal Assent.

Short title

19. This Act may be cited as the Caravans Act (Northern Ireland) 2011.