



2011 CHAPTER 12

PART 1

AGREEMENTS FOR RESIDENTIAL OCCUPIERS ON PROTECTED SITES

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—

- (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).