

**Nuneaton
&
Bedworth**



United to Achieve

Mobile Home Sites Policy

Housing Communities and Economic Development

POLICY MANAGEMENT

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Policy for Maintenance and Improvement of Mobile Home Sites

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1. Objective

- 1.1 Nuneaton and Bedworth Borough Council are responsible for mobile homes sites within the Borough and this policy will apply to all sites.
 - a) Caldwell Caravan Site, Bradestone Road Nuneaton
 - b) Ash Green Mobile Home Site, Coventry (Elwy Circle, High View Drive, and Exton Close)
- 1.2 This policy sets out clear guidance, responsibilities and procedures relating to Nuneaton and Bedworth Borough Council and the mobile home occupier.

2. Purpose

- 2.1 To ensure that Nuneaton and Bedworth Council apply a consistent, fair and transparent approach in the way it deals with and manages their mobile home sites fire related incidents

3. Council Responsibilities

- 3.1 Section 318 of the Housing and Regeneration Act 2008 amended the definition of a protected site in the Mobile Homes Act 1983 (the "MHA 83") and removed the exclusion of Local Authority run and owned Gypsy and Traveller sites. The MHA 83 is applicable to both Council sites.
- 3.2 The Council will be responsible for repairing the base (plot) on which the mobile home is stationed, with the exception of changing the slab size for a new home, this is to be carried out by the mobile home occupier. Services from the plot to the connection point are maintained by the Council or the utility company providing the service.
- 3.3 Any fire equipment and hydrants on the site are the responsibility of the council.
- 3.4 Where applicable - Laundry equipment and shower blocks (Caldwell Mobile Home site only) are maintained and cleaned by the Council and are available for use by the mobile home residents only.
- 3.5 The Council will maintain all communal areas (areas outside the curtilage of the tenants allocated plot) this includes access ways, roads, site boundary fences and other communal grounds maintenance.

4. Mobile home occupiers responsibilities

- 4.1 The mobile home occupier must adhere to the terms set out in the Licence Agreement

- 4.2 The mobile home occupier is to comply with the site rules at all times. Please refer to 'Appendix A – Site Rules', for a full list.
- 4.3 The Council will be responsible for maintaining any gas, electricity, water, sewerage, or other services supplied to the Mobile home occupier from the connection point to the mobile home.
- 4.4 The mobile home occupier will be responsible for the ongoing maintenance and up keep of the mobile home at all times. The mobile home shall not be allowed to fall into a poor condition.
- 4.5 The Mobile Homes Act 83 provides a number of circumstances in which the Council can seek to terminate its agreement with the mobile home occupier. The agreement terms as set out above effectively mirror those set out in the MHA 83 act however for clarity Schedule 1, Part 1, Chapter 2 paragraph 4 of the MHA 83 states:

“The Council shall be entitled to terminate the agreement forthwith at a date to be determined by the court if, on the application of the Council, the court-
(a) Is satisfied that the Occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice with a reasonable time; and (b) Considers it reasonable for the agreement to be terminated”

- 4.6 If the mobile home occupier is in breach of section 21 of the Agreement which requires them to keep the Property in a sound state of repair then Court action will be sought.
- 4.7 The Council will offer guidance to the mobile home occupier if a home falls into disrepair and will advise what action is required in order to alleviate the breach.
- 4.8 The Council may seek to remove any immediate and serious health and safety risk on a rechargeable basis to the mobile home occupier.
- 4.9 The Council may issue a Notice requiring the mobile home occupier to remedy the breaches of the agreement before initiating proceedings through the County Court.
- 4.10 Installation of utility services meters will be the responsibility of the Council.
- 4.11 The mobile home occupier must maintain the home in a clean and tidy condition, including those parts of the allocated boundary pitch, including access ways, plot boundary fences and shrubs, trees, including grassed areas.
- 4.12 The mobile home occupier is responsible for ensuring insurance is taken out annually for the mobile home contents and the structure.

- 4.13 The mobile home occupier shall not or cause to do anything which may adversely affect the ability of the Council to perform its obligations under the terms of the written statement.
- 4.14 The mobile home occupier shall request permission in writing from Nuneaton and Bedworth Borough Council prior to any alteration work carried out to the home or the plot. This will include the replacement of any home.

5. General Information

- 5.1 Keys for the block are issued by the Council at the change of ownership and a charge for replacement keys will be charged to the mobile home occupier should a key get lost or stolen. Charges for replacement keys are charged in accordance to the relevant published fees and charges.
- 5.2 Refuse areas – these are for domestic waste and garden waste only - all other bulk items are the mobile home occupiers responsibility to be disposed of and should not be disposed or left within the refuse areas.
- 5.3 The Council will consult the mobile home occupier about future proposed improvements to the site giving the mobile home occupier at least 28 clear days' notice in writing of any proposed improvements which should include the following:
- Describe the proposed improvements and how they will benefit the occupier in the long and short term;
 - State when and where the occupier can make representations about the proposed improvements
 - Take into account any representations made by the mobile home occupier about the proposed improvements.
 - Should there be any costs to be incurred by the mobile home occupier these will be taken into account with the consultation.
- 5.4 The Council will not tolerate acts of vandalism to or within the site from the mobile home occupier or any visitor associated to the mobile home occupier. The Council will escalate action accordingly when it is made aware of a breach of tenancy conditions.

6. Equality Impact Assessment

- 6.1 All Council policies aim to address the general duty of the Public Sector Equality Duty (A requirement on Public Bodies within the Equality Act 2010) to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - Advance equality of opportunity between people from different groups; and
 - Foster good relations between people from different groups.

7. Review and Monitoring

- 7.1 This policy will be reviewed every 3 years or sooner if we receive notification of a change in regulation or legislation which may affect a policy review or change.

Appendix A – Site Rules

Definitions

In these rules:

- *“Mobile Home” means The Mobile Home situated on the Pitch*
- *“Occupier” means anyone who occupies the park*
- *“Park” means any park managed by Nuneaton and Bedworth Borough Council*
- *“Park Owner” means the owners of the Mobile Home Park*
- *“Plot” Means the land on which your Mobile Home is sited and as defined in your written statement*
- *“We” and “Our” refers to the Park Owner.*
- *“You” and “Your” refers to the Occupier of a Park Home*

These rules are in place to ensure acceptable standards are maintained on the Mobile Home Park, which will be of general benefit to Occupiers, and to promote and maintain community cohesion. They form part of the agreement by which You occupy Your Mobile Home Park and should be read in conjunction with the Mobile Homes Act 2013, as amended, Model Standards 2008 for Caravan Sites in England and Your tenancy agreement.

Conditions of the Plot and Safety

1. You must keep your plot clean and tidy and for reasons of ventilation and safety you must keep the underneath of you home clear.
2. You are responsible for ensuring that electrical and gas installations and appliances comply at all times with the requirements of the appropriate authorities/legislations.
3. You must not have external fires, including incinerators or open flame barbeques.
4. You must not keep inflammable or explosive substances on the Park, except in quantities reasonable for domestic use.
5. You must not introduce foreign objects into the sewage system such as toilet wipes, cleaning cloths, nappies, sanitary products, baby wipes, or cooking fat/oil
6. Any building work to your mobile home or within the plot must not begin without written consent form the plot owner. This includes the positioning of a new home on the plot.
7. Access to Vacant Plots is not allowed in the interests of safety.

Refuse

8. You are responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service. You must not overfill

containers and must place them in the approved position for the local authority collections

9. You must not deposit any waste or rubbish other than in local authority approved containers on any park of the park (including any individual/unused pitch)
10. Skips may be permitted for use for refurbishment work with prior consent from the site owner.

Noise Nuisance

11. You must not use musical instruments, all forms of recorder music players, radios and other similar appliances and motor vehicles so as to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8.00am.

Vehicles and Parking

12. You must drive all vehicles on the Park carefully and within the displayed speed limit.
13. All traffic system are to be followed, including one way systems where present.
14. You must not park more than 2 vehicles on your plot.
15. You must not park anywhere except in the permitted parking spaces, or on your plot.
16. Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park.
17. You must hold a full current driving licence and be insured to drive any vehicle You keep on the park. You must also ensure that any vehicle you drive on the Park is taxed and has a valid MOT in accordance with the requirements of law and is in a roadworthy condition.
18. Disused or un-roadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle, which is abandoned and charge any storage costs of such vehicle to You.
19. You must not carry out major vehicle repair work on the site.

Visitors

20. You are responsible for the conduct of all guests visiting your Mobile Home
21. The home must not be hired or rented to paying guests