



Factsheet - Selling or gifting a park home

June 2013

This fact sheet gives some basic guidance to owners of park homes on protected sites in England about selling or gifting a home.

A separate fact sheet has been prepared for someone intending to buy a park home. This can be downloaded from www.gov.uk/park-homes-guidance . We strongly recommend that you give a copy of that fact sheet to your proposed buyer so the transaction runs smoothly and mistakes are avoided.

This fact sheet does not apply to homes on local-authority traveller sites because the provisions in the Mobile Homes Act 1983 relating to selling a home do not apply to these sites.

This fact sheet is not a full or definitive statement of the law and does not cover all cases. Ultimately, interpretation of the law is a matter for the courts and tribunals based on the individual facts of any particular case. The key legislation governing the selling and gifting of park homes is contained in Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act (as amended) and in the Mobile Homes (Selling and Gifting) (England) Regulations 2013. If you need more advice or information about your legal rights or responsibilities, you should contact a citizens' advice bureau, a solicitor or the Leasehold Advisory Service.

Summary

On 26 May 2013 important changes in the law affecting how you sell or gift a park home on private sites came into force. From that date:

- The site owner's approval of the buyer is no longer required, even if your pitch agreement or site rules say it is. However, if you acquired your home before 26 May 2013 you will need to notify the site owner of the proposed sale.
- Your buyer will need to meet relevant site rules. However, any site rules which could be used by a site owner to block sales or interfere in the sale process are banned. It is also a criminal offence to put people off buying a home by telling lies.
- You and the buyer need to follow a set procedure and use certain forms when completing the process. Details about the procedure are set out in this fact sheet and the forms can be downloaded from www.gov.uk/park-homes-guidance.

Getting further advice and help in selling your home

The Mobile Homes Act 2013 places a number of obligations on both the seller and the buyer. A failure to meet these obligations could result in the purchaser or a site owner taking legal action against you.

You are, therefore, strongly advised to use a solicitor or someone with expertise in selling homes independent from the site owner when selling your home. Few people would sell or buy a conventional home without professional help and many of the same considerations and issues apply when selling a park home.

If you need advice about your rights and obligations you can contact the Leasehold Advisory Service (LEASE) on **020 7383 9800** or at www.lease-advice.org. LEASE can provide free initial advice on the requirements, but it cannot help you fill in the forms or act on your behalf.

You should read the relevant sections in this factsheet as these contain important information about your obligations and rights.

- If you are selling a home you bought before 26 May 2013 you should read sections 1, 2, 8 and 9.
- If you are selling a home you bought on or after 26 May 2013 you should read sections 1, 3, 8 and 9.
- If you bought your home before 26 May 2013, and are planning to give it away to a relative, you should read sections 4, 5, 8 and 9.
- If you bought your home on or after 26 May 2013, and are planning to give it away to a relative, you should read sections 4, 6, 8 and 9.
- If you are selling a home you have inherited you should read sections 1, 7, 8 and 9.

1. Preparing to sell your home

1.1 You can sell your home on the site and transfer the agreement to anyone you choose. But if the site has rules your buyer will need to confirm that they are able to comply with them.

1.2 You do not need the site owner's permission to sell the home or tell the site owner you are planning to sell.

1.3 You may use an estate agent and can choose which estate agent to use. Some site owners may offer a sales service. You should think very carefully before deciding to use such a service because you will be charged for it and your buyer's details will be available to the site owner.

1.4 You do not need an energy performance certificate to sell a home. There is also no legal requirement to have your home surveyed and **the site owner cannot insist on it**. When you send details of the sale to the buyer you will need to let them know whether a survey has been carried out. The buyer can ask that this is done. If a survey is required how this is arranged and paid for is a decision for you and the buyer. You do not need to

involve the site owner.

1.5 You are responsible for making sure that you give the buyer full and accurate information so that they can make an informed decision about whether to go ahead. If you do not do this, the sale may fall through at a later stage. If the sale goes ahead, and during the process you failed to reveal relevant information that was available to you or you gave information that you knew was false or misleading, you may be legally responsible if the buyer has any problems in the future.

2. Selling procedure if you became an occupier of the home before 26 May 2013

2.1 This section applies to you if you bought or otherwise obtained ownership of your park home before 26 May 2013.

2.2 From 26 May 2013, you no longer need to seek the site owner's approval of the buyer. You will, however, be required to complete a number of forms during the sales process and notify the site owner of the proposed sale.

When you have found a buyer

2.3 When you have found an interested buyer, you must supply them with certain prescribed information and documents using a '**Buyer's information form**'. The purpose of this form and the documents accompanying it is to give the proposed purchaser the necessary information to enable them to decide whether they want to purchase your home. A copy of the '**Buyer's information form**' is available at www.gov.uk/park-homes-guidance

2.4 The information and documents that you are required to provide the buyer are listed in the Buyer's information form.

2.5 You might want to send only photocopies of the documents at this stage, but you must ensure they are legible. You will need to sign the form confirming the information is up to date and accurate. If you are not able to provide a document or give certain information you need to let the buyer know why.

2.6 You can give the form and documents to the proposed buyer personally or send it to them by post. You must provide the information and documents at least 28 days before the completion date. You don't need to decide a completion date at this stage. However, if the buyer agrees to an earlier completion date, but if the completion date you agree with the buyer is less than 28 days from the date you provided the information and documents to the proposed buyer, you must get confirmation from the buyer in writing that they have agreed to a period which is shorter than 28 days.

What if I haven't got all the paper work or information?

2.7 If you are not able to provide some of the information or documents that are required to be given with the Buyer's information form you must let the proposed buyer know what this is and explain why you are unable to provide it.

2.8 It is your responsibility to make all diligent enquiries to obtain the necessary information and documents. Failure to disclose may result in the proposed buyer withdrawing from the transaction and if you give incomplete or misleading information this

could result in action being taken against you by the proposed buyer should the sale go ahead.

2.9 It is therefore, in your interest to ensure all your paper work is up to date before you embark on finding a buyer. If you are unsure you have all the correct documents you are strongly advised to seek advice from a solicitor before marketing your home.

Agreeing a sale with the buyer and telling the site owner

2.10 The buyer will consider the information you provided them and might seek further details or clarification. **The site owner has no legal right to have or make contact with a proposed buyer, even if the owner tells you they do.**

2.11 If the proposed buyer confirms that they wish to proceed with the sale, you will need to notify the site owner of the purchase by completing a **'Notice of proposed sale' form**. The form provides the site owner with confirmation of the sale price and commission payable and where the park has site rules, confirmation that the buyer meets the rules. The form can be downloaded from www.gov.uk/park-homes-guidance.

2.12 Where the rules relate to the permitted age of residents, the keeping of pets and the parking of vehicles the proposed buyer will need to provide relevant details. You and the proposed buyer will need to complete and sign the form, to confirm the information in it is accurate and up to date.

2.13 You can give the form to the site owner personally or send it by post to the site owner's address where notices can be served. Where this address has not been supplied to you in accordance with the law, you can serve the notice to any other known address of the owner.

What happens when I send the form to the site owner?

2.14 **The site owner may contact you to seek the contact or personal details of the proposed buyer. Although they may tell you they are entitled to this information, they are not.**

2.15 When the site owner receives the form, they will have 21 days to decide whether or not to object to the sale. If the site owner has no objection to the sale going ahead, they may let you know. If they don't, you will still need to wait 21 days before proceeding with the sale.

2.16 If the site owner objects to the sale going ahead, they must make an application to the tribunal for a refusal order and must also notify you in writing of their application. They must do these two things within 21 days of you giving the notice of proposed sale. If you are not given the notice within the 21 day period their application will not be valid.

2.17 If you are notified that the site owner has applied for a Refusal Order you will need to put your sale on hold until the tribunal makes a decision on the application.

2.18 A site owner can only apply to a tribunal for a Refusal Order on three grounds. These are that if the sale were to go ahead the buyer (or someone intending to reside in the park home with the buyer) would not meet an existing site rule

- by reason of age

- by keeping any prohibited animals or
- by parking prohibited vehicles or more than the number of vehicles permitted than they should

2.19 The tribunal will only ask you and the proposed buyer to participate in the proceedings if it thinks the site owner has a reasonable prospect of getting the order they want. They will want to hear your side of the case.

2.20 If the tribunal dismisses the application as lacking in merit or because the case is not made out sufficiently, you will be able to go ahead with the sale without any further involvement of the site owner.

2.21 However, if the tribunal accepts the application and makes a Refusal Order you will not be able to sell your home to the proposed buyer. You can however start the procedure afresh and sell your home to a new buyer who meets the relevant site rules.

Assignment of the agreement

2.22 If the site owner doesn't object to the sale or fails to apply to the tribunal and notify you of the application in 21 days or the tribunal has decided in your favour, the sale can proceed.

2.23 If at this stage, your proposed buyer still wants to proceed with the purchase and is satisfied that they meet the rules and are able to comply with the obligations under the pitch agreement, you will have to transfer the pitch agreement to them. This is called the Assignment. You and the proposed buyer will need to complete an '**Assignment form**' which gives effect to the assignment. The form provides confirmation of the agreed purchase price, the commission payable to the site owner and the pitch fee payable by the new occupier. A copy of the form can be downloaded from www.gov.uk/park-homes-guidance.

2.24 You must give the proposed buyer your forwarding address at this stage and also ensure that they have all the correct paper work, including the agreement, written statement and site rules.

2.25 You must also tell the buyer what they must do after the assignment of the agreement to ensure the transaction completes legally.

2.26 Remember the site owner is no longer involved in the sale. Their consent is not needed to assign the agreement and you do not have to go to their office to do so.

Payment for the park home

2.27 Before you exchange money you might need to agree with the buyer final meter readings and apportionment of any outstanding bills. Remember to give the buyer your new address for any future correspondence.

2.28 You are entitled to 90 % of the sale price when the sale is completed. The buyer must hold the remaining 10% as commission which has to be paid to the site owner later.

2.29 Once you have completed the assignment, handed over the relevant paper work and received payment, you have sold the home and should, of course, hand over the keys to the buyer.

The new occupier's responsibilities after the assignment

2.30 Within 7 days of the assignment, your buyer, the new occupier, must send the site owner a **Notice of assignment form** together with a number of documents. The new occupier will need to sign the form and confirm the information and documents supplied are true and up to date. A copy of the form can be downloaded from www.gov.uk/park-homes-guidance.

2.31 The new occupier can give the form to the site owner personally or send it by post to the site owner's address where notices can be served. Where this address is not available, they can serve the notice to any other known address of the owner.

2.32 The information and documents that the new occupier is required to give the site owner are listed in the **Notice of assignment form**.

Payment of commission

2.33 As soon as is practicable after receipt of the Notice of assignment form, the site owner must provide the new occupier with details of their bank account into which the commission should be paid. **The payment of the commission does not become due until the site owner has provided the new occupier with his bank details.** On receipt of the details, the new occupier will have 7 days to pay the commission into the site owner's bank account.

2.34 There is no VAT due on the commission payment. The site owner is also not entitled to any other payments in relation to the sale of a home.

What are the rules if I found a buyer before 26 May 2013, but have not yet completed the sale?

2.35 If you found a buyer before 26 May 2013 but the sale has not yet gone through, the procedure set out in paragraphs 2.3 to 2.34 will apply **unless, before 26 May, you wrote to the site owner seeking approval of the buyer under the old rules.**

2.36 In that case, you can proceed with the sale under the old rules, whether or not the site owner has given approval of the buyer. If they have not given approval within 28 days of you asking for it and you think this is unreasonable you can apply to a tribunal for an order approving the buyer.

2.37 However, if you think the site owner's approval has been unreasonably withheld and you don't want to go to the tribunal you can write to the site owner to tell him that you no longer seek his approval of the purchaser. If you do this you can continue with the sale, but you will need to comply with the procedure set out in paragraphs 2.3 to 2.34.

2.38 If you already have a case at the tribunal (as of 26 May) under the old rules the changes do not affect you.

3. Selling procedure if you became an occupier of the home on or after 26 May 2013

3.1 This section applies if you bought or otherwise obtained ownership of your park home on or after 26 May 2013.

When you have found a buyer

3.2 When you have found an interested buyer, you must supply them with certain prescribed information and documents using a '**Buyer's information form**'. The purpose of this form and the documents accompanying it is to give the proposed purchaser the necessary information to enable them to decide whether they want to purchase your home. A copy of the '**Buyer's information form**' is available at www.gov.uk/park-homes-guidance.

3.3 The information and documents that you are required to provide the buyer are listed in the Buyer's information form.

3.4 You might want to send only photocopies of the documents at this stage, but you must ensure they are legible. You will need to sign the form confirming the information is up to date and accurate. If you are not able to provide a document or give certain information you need to let the buyer know why.

3.5 You can give the form and documents to the proposed buyer personally or send it to them by post. You must provide the information and documents at least 28 days before the proposed completion date. You don't need to decide a completion date at this stage. However, if the buyer agrees to an earlier completion date, they must confirm the date in writing to you.

What if I haven't got all the paper work or information?

3.6 If you are not able to provide some of the information or documents that are required to be given with the Buyer's information form you must let the proposed buyer know what this is and explain why you are unable to provide it.

3.7 It is your responsibility to make all diligent enquiries to obtain the necessary information and documents. Failure to disclose may result in the proposed buyer withdrawing from the transaction and if you give incomplete or misleading information this could result in action being taken against you by the proposed buyer should the sale go ahead.

3.8 It is, therefore, in your interest to ensure all your paper work is up to date before you embark on finding a buyer. If you are unsure you have all the correct documents you are strongly advised to seek advice from a solicitor before marketing your home.

Agreeing a sale with the buyer and assignment of the agreement

3.9 The proposed buyer will consider the information you provided them and might seek further details or clarification. In particular the proposed buyer will need to satisfy themselves that they meet the relevant rules for living on the site, otherwise they could end up losing their home. Also, if you didn't give them the correct information about the rules they may have grounds for taking legal action against you.

3.10 The site owner has no legal right to have or make contact with your buyer, even if the owner tells you they do. The site owner is not entitled to demand a meeting with or require an interview with them.

3.11 If at this stage your proposed buyer wants to proceed with the purchase and is satisfied that they meet the rules and can comply with the obligations under the pitch agreement, you will have to transfer the pitch agreement to them. This is called the Assignment.

3.12 You and the proposed buyer will need to complete an '**Assignment form**' which gives effect to the assignment. The form provides confirmation of the agreed purchase price, the commission payable to the site owner and the pitch fee payable by the new occupier. A copy of the form is available at www.gov.uk/park-homes-guidance.

3.13 You must give the proposed buyer your forwarding address at this stage and also ensure that they have all the correct paper work, including the agreement, written statement and site rules.

3.14 You must also tell the buyer what they must do after the assignment of the agreement to ensure the transaction completes legally.

3.15 The site owner is not involved in the sale. You do not need to send them a Notice of proposed sale form. That form is only relevant if you became an occupier of your home prior to 26 May 2013 (see section 2 of this fact sheet). Nor do you require the site owner's consent to assign the agreement. You do not have to go to the site owner's office to assign the agreement.

Payment for the park home

3.16 Before you exchange money you might need to agree with the buyer final meter readings and apportionment of any outstanding bills. Remember to give the buyer your new address for any future correspondence.

3.17 You are entitled to 90 % of the sale price when the sale is completed. The buyer must hold the remaining 10% as commission which has to be paid to the site owner later.

3.18 Once you have completed the assignment, handed over the relevant paper work and received payment, you have sold the home and should, of course, hand over the keys to the buyer.

The new occupier's responsibilities after the assignment

3.19 Within 7 days of the assignment, your buyer, the new occupier, must send the site owner a **Notice of assignment form** together with a number of documents. The new occupier will need to sign the form and confirm the information and documents supplied are true and up to date. In particular the new occupier is confirming that they will comply with any relevant rules that apply to the site. A copy of the form can be downloaded from www.gov.uk/park-homes-guidance.

3.20 The new occupier can give the form to the site owner personally or send it by post to the site owner's address where notices can be served. Where this address is not available, they can serve the notice to any other known address of the owner.

3.21 The information and documents that the new occupier is required to give the site owner are listed in the Notice of assignment form.

Payment of commission

3.22 As soon as is practicable after receipt of the Notice of assignment form, the site owner must provide the new occupier with details of their bank account into which the commission should be paid. **The payment of the commission does not become due until the site owner has provided the home owner with his bank details.** On receipt of the details, the new occupier will have 7 days to pay the commission into the site owner's bank account.

3.23 There is no VAT due on the commission payment. The site owner is not entitled to any other payments in relation to the sale of a home.

4. Gifting a Home

4.1 By law if you own and live in your home, you can give it away and assign the agreement (known as "gifting") to a member of your family. You cannot gift the home other than to a person who is a 'member of your family' within the legal definition set out in section 5(3) of the Mobile Homes Act 1983 (as amended by the Civil Partnership Act 2004). Your family member will need to prove they are related to you within that definition. You cannot gift a home if you inherited it, but are not entitled to live in it.

4.2 You are not allowed to receive any payment in connection with the gift. Neither is the site owner entitled to receive commission or any other payment.

4.3 Different rules apply on the procedure that you need to go through to gift your home depending on **when you acquired ownership** of the home.

5. Gifting a home you acquired before 26 May 2013

5.1 Before you and your relative agree to the gift of the home and assignment of the agreement you must make sure your relative is aware of their responsibilities and liabilities should they agree to accept the gift. In particular they will need to know the terms of the pitch agreement, the current pitch fee and when it is next to be renewed and any other charges that apply, such as for gas, electricity, water or council tax. You will need to let them have a copy of the site rules so they can satisfy themselves they meet those rules.

5.2 If you and your relative are happy to go ahead with the gift you will both need to complete a **Notice of proposed gift form** and sign it to confirm the information in it is accurate and up to date. The form can be downloaded from www.gov.uk/park-homes-guidance.

5.3 The notice of proposed gift form provides the site owner with confirmation that the person to whom the home is being gifted is a member of your family and where the park has site rules, confirmation that that person meets the rules.

5.4 You will also need to provide proof to the site owner that the person to whom you are gifting the home is a member of your family. (Note (ii) in the notice of proposed gift form sets out the relevant definition). The evidence which is acceptable is listed in section 1 of the form and is further explained in note (iii) in that form. Such evidence includes;

- a written declaration under oath explaining your relationship;
- a birth or adoption certificate or
- a marriage or civil partnership certificate.

5.5 If the site has rules that relate to the permitted age of residents, the keeping of pets and the parking of vehicles your relative will need to provide relevant information to enable the site owner to see that they will be able to comply with the rules (see section 2 of the notice of proposed gift form).

5.6. You can give the form to the site owner personally or send it by post to the site owner's address where notices can be served. Where this address has not been supplied to you in accordance with the law, you can serve the notice to any other known address of the owner.

What happens when I send the form to the site owner?

5.7 The site owner may contact you to seek the contact or personal details of your relative. Although they may tell you they are entitled to this information, they are not.

5.8 When the site owner receives the form, they will have 21 days to decide whether or not to object to the gift. If the site owner has no objection to the gift going ahead, they may let you know. If they don't, you will still need to wait 21 days before proceeding with the gift.

5.9 If the site owner objects to the gift going ahead, they must make an application to the tribunal for a refusal order and must also notify you in writing of their application. They must do these two things within 21 days of you giving them the notice of proposed gift form. If you are not given the notice within the 21 day period the application will not be valid.

5.10 If you are notified that the site owner has applied for a Refusal Order you will need to put your gift on hold until the tribunal makes a decision on the application.

5.11 A site owner can only apply to a tribunal for a Refusal Order on four specific grounds. The first three are that if the transaction were to go ahead, the person to whom you propose to gift the park home (or someone intending to reside in the park home with that person) would not meet an existing site rule:

- by reason of age
- by keeping any prohibited animals or
- by parking prohibited vehicles or more than the number of vehicles permitted than they should

5.12 The fourth ground is that you have not provided the site owner with evidence that the person to whom you proposed to gift your park home is a member of your family. This would include cases where the site owner has reason to believe the evidence provided is not correct.

5.13 The tribunal will only ask you and the person to whom the home is to be gifted to participate in the proceedings if it thinks the site owner has a reasonable prospect of getting the order they want. They will want to hear your side of the case.

5.14 If the tribunal dismisses the application as lacking in merit or because the case is not made out sufficiently, you will be able to go ahead with the gift without any further involvement of the site owner.

5.15 However, if the tribunal accepts the application and makes a Refusal Order you will not be able to gift your home to this particular person on the basis of the evidence the tribunal has considered.

Assignment of the agreement

5.16 If the site owner doesn't object to the gift, or fails to apply to the tribunal and notify you of the application within the 21 day period, or else the tribunal has decided in your favour, the gift can proceed.

5.17 If your relative is satisfied that they meet the rules and are able to pay the pitch fee and comply with the obligations under the pitch agreement, you will have to transfer the pitch agreement to your relative (this is called the Assignment). Both of you will need to complete an '**Assignment form**' which gives effect to the assignment. A copy of the form is available at www.gov.uk/park-homes-guidance.

5.18 Your relative will need your forwarding address so you must ensure that they have it by this stage. You will also need to ensure they have all the correct paper work, including the agreement, written statement and any site rules.

5.19 You must also tell your relative what they must do after the assignment of the agreement to ensure the transaction completes legally

5.20 The site owner is not involved in the gifting process. You do not need to send them a Notice of proposed gift form and do not require their consent to assign the agreement. You do not have to go to the site owner's office to assign the agreement.

The new occupier's responsibilities after the assignment

5.21 When you complete the assignment, ownership of the home passes to your relative and they become responsible for the pitch agreement and other liabilities. Within 7 days of the assignment, your relative, the new occupier, must send the site owner a **Notice of assignment form** together with a number of documents. The form can be downloaded from www.gov.uk/park-homes-guidance .

5.22 The new occupier can deliver the form and documents to the site owner either personally or by post. They will need to sign the form and confirm the information and documents supplied are true and up to date. In particular the new occupier will be confirming that they will comply with any relevant rules that apply to the site.

5.23 The information and documents the new occupier is required to give the site owner are listed in the **Notice of assignment form**.

6. Gifting a home you acquired on or after 26 May 2013

6.1 Before you and your relative agree to the assignment of the agreement you must make sure your relative is aware of their responsibilities and liabilities should they agree to

accept the gift. In particular they will need to know the terms of the pitch agreement, the current pitch fee and when it is next to be renewed and any other charges that apply, such as for gas, electricity, water or council tax. You will need to let them have a copy of the site rules so they can satisfy themselves they meet those rules.

6.2 You need to go through some formalities before the home can be gifted to ensure that the gifting is a bona fide transaction and is completely legal so as to protect the interests of the parties and the site owner.

Notifying the site owner of the family relationship

6.3 Before you can gift the home you must provide the site owner with evidence that the person to whom you intend to gift the park home is a member of your family as defined in section 5(3) of the Mobile Homes Act 1983. Such evidence includes any one or more of the following which explains the relationship:

- a written declaration under oath explaining your relationship;
- a birth or adoption certificate
- a marriage or civil partnership certificate
- any other evidence which provides proof of the relationship.

6.4 You do not need the site owner's permission to gift the home and they have no right to interview your relative. You do not need to send them a Notice of proposed gift form. That form is only relevant if you became an occupier of your home prior to 26 May 2013 (see section 5 of this fact sheet).

Assignment of the agreement

6.5 Next you and the relative will need to assign the agreement. Before doing so your relative will need to satisfy themselves that they meet the relevant rules for living on the site, otherwise they could end up losing the home.

6.6 If your relative is satisfied that they meet the rules and are able to pay the pitch fee and comply with the obligations under the pitch agreement, you will have to transfer the pitch agreement (this is called the Assignment) to the relative. Both of you will need to complete an '**Assignment form**' which gives effect to the assignment. The form provides confirmation of the agreed purchase price, the commission payable to the site owner and the pitch fee payable by the new occupier. A copy of the form is available at www.gov.uk/park-homes-guidance.

6.7 Your relative will need your forwarding address so you must ensure that they have it by this stage. You will also need to ensure they have all the correct paper work, including the agreement, written statement and site rules.

6.8 You must also tell your relative what they must do after the assignment of the agreement to ensure the transaction completes legally.

6.9 You do not require the site owner's consent to assign the agreement. You do not have to go to the site owner's office to assign the agreement. The site owner is also not entitled to receive your relative's contact details until after the gift has gone through.

The new occupier's responsibilities after the assignment

6.10 When you complete the assignment, ownership of the home passes to your relative and they become responsible for the pitch agreement and other liabilities. Within 7 days of the assignment, your relative, the new occupier, must send the site owner a **Notice of assignment form** together with a number of documents. The form can be downloaded from www.gov.uk/park-homes-guidance.

6.11 The new occupier can deliver the form and documents to the site owner either personally or by post. They will need to sign the form and confirm the information and documents supplied are true and up to date. In particular the new occupier will be confirming that they will comply with any relevant rules that apply to the site.

6.12 The information and documents that the new occupier is required to give the site owner are listed in the Notice of assignment form.

7. Selling a home after a home owner has died

7.1 This section applies if you inherit a home following the death of the owner and do not live in the home.

7.2 Until you sell the home you are liable for pitch fees and other outgoings and are responsible for ensuring the terms of the pitch agreement are complied with. You cannot, however, move into it (without the site owner's permission) or rent it out.

7.3 You are entitled to sell the home in the open market. (You cannot, however, gift (give it away) it to a relative as explained in **section 4** of this fact sheet). You do not need the site owner's permission to sell the home or seek their approval of the purchaser.

7.4 You may, however, need to notify the site owner of the proposed buyer. This will depend on when the person you inherited it from acquired it themselves. If this was **before 26 May 2013** the rules in **section 2** of this fact sheet apply. If it was on or **after that date** the rules in **section 3** of this fact sheet apply.

7.5 You should read the relevant section carefully before attempting to sell the home, as it sets out the lawful procedures that must be followed.

7.6 You should also be aware that the site owner cannot require you to remove the home from the site or remove it from the site himself. A court order is required to obtain possession of the pitch. This can only be granted in certain circumstances and you must be told about the proceedings. It is illegal to evict you from the site without an order from the court and it is also illegal to harass you into giving up the home. More about this is explained in **section 9** of this fact sheet.

7.7 The site owner cannot require you to sell the home to them and nor are they entitled to first refusal on the sale. The ban on certain site rules (see section 8 of this fact sheet) apply to your sale as much as they apply to sales by owner occupiers.

8. Site Rules

Pre-commencement Banned rules

8.1 From 26 May 2013 any site rules which were made by the site owner prior to that date (referred to in the legislation as 'pre commencement rules') which could lead to a site owner interfering with or blocking a sale or gift of a home have been banned.

8.2 The banned rules are those that say:

- You, or the proposed occupier, must give the site owner all, or any of the following details about the proposed occupier or anyone intending to reside in the home with the proposed occupier – their address or contact details (including e-mail address or telephone number); their financial details (including bank account details, card numbers), their age, sex, ethnic origin or sexual orientation.
- The proposed occupier must attend a meeting with the site owner (or their representatives);
- The home must be sold to the site owner or they must be given first right of refusal;
- You must let the site owner know you are planning to sell or gift your home;
- You must sell or gift your home through the site owner or someone else they nominate;
- The home may not be sold through an estate agent or with the services of a solicitor;
- That you cannot use any other type of service (whether specified or not) to sell your home;
- That no sale board or other means of advertising the home for sale is permitted on the pitch or on the home ;
- That a survey is required before the home can be sold or gifted (whether or not such a survey is to be the site owner or anyone else);

8.3 If any of the matters listed above are included in rules that apply to your site, they will no longer be enforceable and can be ignored. You will not be in breach of your agreement by not complying with them and nor can a sale be held up or threatened with invalidity because a banned rule has not been complied with.

Making Site rules

8.4 A new statutory procedure for the making of site rules is due to be implemented later this year. Under the new procedure site owners will be required to consult with residents about making new site rules (if they want to apply site rules to the park home site) and will be required to deposit the rules with the local authority. The new site rules cannot include rules that have been "banned" (as explained above). Until such time as the new statutory procedure is in place, any site rules made before the 26 May 2013 (known as 'pre-commencement rules'), other than any which have been banned (see above), will continue to apply to the site.

8.5 A fact sheet on site rules giving further information on the new system will be published shortly at www.gov.uk/park-homes-guidance.

9. Interfering with or stopping a sale: Criminal offences

9.1 It is illegal for the site owner, or anyone acting on his behalf, like a manager or warden to do or say things that are designed to try to prevent a sale going ahead. These are criminal offences and the site owner, if convicted, can face an unlimited fine or even imprisonment.

9.2 The types of things that are illegal include:

- Doing things that interfere with the peace or comfort of the occupation of the home, such as blocking the entrance to the home, lighting bonfires in close proximity to it, blocking out natural light;
- Withdrawing or withholding services or facilities, such as cutting off the water supply or electricity when a home is being viewed or blocking car parking spaces;
- Making false or misleading representations, such as about the condition of the home or a requirement to comply with banned rules.

9.3 The examples of what could constitute offences are not exhaustive and some may constitute wider criminal conduct such as fraud, criminal damage or arson. Nor are such offences only committed in connection with a sale of a home. For example, the offence might be committed for the purpose of trying to get a resident to abandon the home or as a means to coerce the owner to give it to the site owner or to prevent the resident from taking a case against the site owner to a court or tribunal.

9.4 If you believe that an offence has been, or is being, committed with a view to prevent your sale from going ahead you should in the first instance report the matter to your local authority which has the power to investigate your complaint and take appropriate action where there is evidence of a criminal offence - including a prosecution.