

**Communities, Equality and Local Government Committee
Regulated Mobile Homes Sites (Wales) Bill
RMHS 10a National Association of Park Home Residents**

N.A.P.H.R. National Association for Park Home Residents

A totally voluntary advisory service for
Permanent Park Homes & Mobile Home Residents

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**N.A.P.H.R. RESPONSE TO THE PROPOSED
MOBILE HOMES (WALES) BILL MAY 2012**

This response is made for and on behalf of The National Association of Park Home Residents who wishes to thank the Department for inviting us to take part in the Consultation.

N.A.P.H.R. is currently one of three National Bodies and have growing Membership of some 12,500 in England-Scotland and Wales of which we ensure that our Members are kept fully informed of all aspects of Mobile Home Law and any changes in Legislation.

We welcome the opportunity to be able to make an input to the Proposal for Reforms to Park Home Legislation including Park Licensing for Wales.

We do therefore have concerns that the Rogues of the Industry are increasing and it is therefore essential that the Proposals in this Document do not create loopholes or is flawed to benefit these people and that the Conversion to Law can reflect these concerns.

We have had many concerns with Licensing for many years as Licence Conditions have not always been monitored as they should be as is well known the Rogue/Unscrupulous Park Owner have flouted any form of Authority for a long time which means that to rectify the situation the Proposed Changes must be accurate and fit for purpose.

It is further proposed that the Licensing System has to be Retrospective and enforced as failure to imply this would give the Unscrupulous Park Owner an Extension to Law breaking that he already has.

We also believe that Council run Sites should comply with Licence Conditions as applicable to other Parks in that area or their neighbouring Councils so as to be on the same level and protection to Residents as all other Parks otherwise if the Park is sold the New Owner could create immediate troubles for the Residents.

Brian Doick
President
N.A.P.H.R.

12th July 2012

N.A.P.H.R. RESPONSE TO CONSULTATION (WALES 2012)

1. Do you agree that the Residential Property Tribunal should have jurisdiction to deal with all disputes relating to this Bill, aside from criminal prosecutions? Please give your reasons.

Q 1/ Answer Yes

The Tribunal currently has the Jurisdiction to all aspects of the Mobile Homes Act 1983 apart from Eviction Orders which should go to County Courts as they hold more power to award appeals.

Further to the above it would be right that the Tribunal should have the Jurisdiction to deal with disputes as related to the proposed New Bill.

With regard to the mention in the question of Criminal Prosecutions they must remain with the Higher Courts without question.

The reason for the Tribunal System is that the cost to all parties is far cheaper than any court which enables Residents to obtain Justice without great expenditure secondly it is a less formal process which relieves pressure and fear to Residents they do not have to obtain assistance from any legal body and therefore have the right to self representation or any include the following:-third party.

2. Do you have any experience of a sale being prevented or if you are a site operator have you ever objected to a sale and why?

Q2/ Answer Yes

There are various methods of Sale Blocking as you are probably aware of which may include the following:-

(a)

Park Owners through the Agreement insisting on 1st refusal so as to attempt a Purchase at a knockdown price.

(b)

Demand that to sell your home you must complete an Application Form which has to include the Proposed Purchasers details so as to contact them to put them off the purchase and offer a deal on a new home from himself and after he has succeeded purchase the home cheaply.

(c)

The latest Block is to obtain the Purchasers details in which they have stated that they own a property in another country which they are selling the Park Owner then decides that the

Purchaser will not be living in the home as their only residence and therefore the purchase is void.

(d)

The Law is quite clear as to the occupiers right to sell however the Owners of some Sites will harass and frighten elderly occupants into selling the home to them for very little money which is thousands of pounds outside market values either to re-sell or replace for large profits further to which they claim that the home is detrimental to the Site and shall have to tell any prospective purchaser that he shall have the home removed from the Park which will completely put off the proposed purchaser.

We know the Act gives Residents the right to Civil Action against the Owners in these circumstances but elderly residents are intimidated and scared of the outcome as their home in many cases is their only asset.

(e)

Implied Term 8(1c) states that the Owner may not give his approval subject to conditions which is being ignored by the Unscrupulous Owner who is demanding that the occupant can only sell if they sign a paper that will increase the Pitch Fee for the Purchaser and he will not sign the Agreement to the Sale this is undoubtedly against Implied Terms and is a fraudulent activity.

There is insufficient clauses within the Legislation to prevent these Unlawful activities and even less deterrents.

3. Should the law be reformed to prevent sale blocking or is it necessary for site operators to have this power? If the law should be changed which of the suggested alternatives outlined above do you prefer? Please give your reasons

Q3/ Answer Yes

The Law should be changed so as to remove the Park Owner from the Sale process altogether.

Under the Mobile Home Act 1983 it states that the Park Owner has to approve the Purchaser and his approval shall not be withheld unreasonably therefore the Owner has no right to obstruct or interview any prospective purchaser unfortunately the process is seriously abused by the unscrupulous Owners.

We therefore recommend the option to remove the right to veto a prospective Purchaser which would eliminate the Site Owner from the Sale process and it should be emphasized that this must include any form of relative of the Park Owner and or

Managers/Wardens/Agents/Employees or any other person that are representing the Park Owner.

We would also recommend that implied into this option should be the obligation of the seller or their agent that they are obligated to ensure that the Purchaser is fully aware of the Terms of the Agreement including Pitch Fees and any other Charges that will occur also in addition to and part of the Agreement is Park Rules and can understand and comply with the same.

It is also the Sellers legal responsibility to pay the Park Owner his Commission and should inform the Park Owner of the New Resident that has taken the Assignment and occupies the said home.

Failure to supply the correct information or to supply misleading information by the seller would make them liable to Prosecution further to the above there are still a fair number of Residents in Park Homes that have no Agreements and never have which will need addressing before a Sale can take place.

4. Do you agree that there should be a meeting involving all parties prior to the sale/purchase? Please give your reasons

Q4/ Answer No

We cannot agree with the Proposed Meeting with all the parties before the Sale as we have already removed the Park Owner from the Sale process in Q3/ above we believe that if we re-introduce the Park Owner into the Sale scene would create a loop-hole which would enable the Owner to make statements that could be detrimental to the Sale such as "I shall have to move this home next year" which would be enough for a Purchaser to think again and withdraw.

Further it has to be pointed out that if we think that limiting the discussions to Park Rules and Agreements will prevent his comments our experience tells us differently.

Further to the above the use of the Tribunal to deal with disputes with Ownership will not help a Sale people do not wish to attend any form of Court to make a purchase.

5. What are your views on the current licensing system for mobile home sites? What could be improved?

The current licensing system is inadequate as the Site Owner is issued a licence to operate the Mobile Home Park as a business whether he has any idea of Management or not it is the opinion of N.A.P.H.R. that there should be two licences one to licence the Site to be in line with the legal requirement under the Caravan Sites and Control of Development Act 1960 and the second licence to licence the Owner and or any Manager or joint Owners to operate the Park and comply with licence conditions this would enable the Local Authority to take action that could mean revoking the Management Licence without jeopardising the security of the Residents.

Further there should be a system of training that would educate Local Authority Officers of the Licensing requirements including the flexibility of Model Standards and the importance of making conditions to the Licence that reflect the requirements to suit that Park and not allow U.P.O. to demand that Model Standards should apply when they know that the Model could in affect make some-one homeless.

We should not enforce Model Standards if they are not implied to a Licence Condition which needs to be remembered they are Guide Lines not Law.

6. How often should local authorities inspect sites and how should these inspections be financed?

Q6/ The inspection of Sites should be carried out at the discretion of the Authority they should monitor the Licence Conditions and take action if required depending on the condition of and how well the Park is run but not exceeding 3 years it is further recommended Park Owners shall inform the Local Authorities when they are re-siting or replacing a home and re-inspect before the home is sold.

The concern is that the Unscrupulous Owner will have placed a new home on a small plot which he knows is wrong and then will attempt to enforce the Occupant of an older home (next door) into a situation claiming the home is in breach of Licence Conditions re-spacing between homes and file proceedings to terminate their Agreement it is therefore essential that if any home is replaced or redevelopment takes place it should be mandatory to inform the Local Authority so as to police the new sitings to ensure compliance with Site Conditions is maintained.

Finance as Q10.

7. Should Welsh Government issue guidance on the frequency and nature of such inspections?

Q7/ We believe that the Local Authorities that have power to inspect Parks should also be given the duty this could be done with an Amendment to the 1960 Caravan Sites and Control of Development Act 1960 which should be giving them Government support.

8. What are your views on what should be included in licence conditions? Should there be guidance on this issued by the Welsh Government?

Q8/ We have the view that the Government do contribute to Licence Conditions by way of Model Standards the latest being 2008 that are produced by the Secretary of State.

We at N.A.P.H.R. believe that there should be better allowances for Residents to be able to apply alterations to their homes to accommodate needs which can be required as and when people become disabled there is a definite requirement for Councils to Imply Conditions to Licences so that Residents can obtain the required aids without being charged with a notice of breach by U.P.O. there is no doubt that disability needs require addressing and should be a Licensing Issue

9. How long should each licence normally last, and should local authorities be able to grant licences for shorter periods if necessary?

Q9/ The Mobile Homes Act 1983 refers to a site with Planning Permission and a Licence as a protected site which gives Residents security of tenure therefore the Licence should be in perpetuity.

Section 4(1) of the Caravan Sites and Control of Development Act 1960 states that where land has been granted permission for use as a Caravan Site and has been so granted in terms that will expire at the end of a specified period then any licence issued to that land by virtue of the said permission shall expire and be stated so but subject to the aforesaid a site licence shall not be issued for a limited period only.

As I have stated in the answer to Q5. There should be two licences one to licence the Park therefore protecting Residents and their rights and a second one to licence the Park Operators which would enable you to take an action against the Park Operator and safeguard the occupier Shorter Licences Periods. No.

10. How should the fees for mobile home site licensing be determined? Should the fee be calculated by reference to the number of pitches the total area of the site, the cost of inspections to the local authority or a combination of all or any of these factors?

Q10/ The Licence Fee structure in our opinion is a system that will become self financing and regulated by the Local Authorities Financial Purse and Fees being charged by the Park size it would appear that the economics of this structure may not have the right guidance for Payments of Fees and would vary due to Park sizes therefore creating an imbalance of Payments.

11. Should there be a regular annual charge to cover on-going administrative costs borne by local Authorities during the licence period?

Q11/ Answer No As Unscrupulous

Park Owners will simply pass the charges on to the Residents through the Pitch Fees we cannot accept or agree that the Licence Holder could have the pleasure to recover Licence Fees through Pitch Fees every business has costings against that business and Licence Fees is one of those costs which is an overhead that he has to bear.

We fail to see how it would be right for Residents to pay for a Licence that is to run a business for somebody else.

12. Do you agree that site operators must pass a fit and proper person test before being granted a licence (with the local authority undertaking relevant checks) and that this should be based on the standard introduced for Houses in Multiple Occupation under the Housing Act 2004? Please give your reasons.

Q12/ We at NAPHR are all agreed that a fit and Proper Person is a must for owning and or running a Mobile Home Park and for many years this has not been the case. However it is imperative that the system to be set up to obtain the correct answers and information regarding a person or persons that has made an Application for a Site Licence or a Site Certificate is positive and professional.

The experience that we have gained over some 30 years as a Residents Association has shown that Unscrupulous Park Owners will use any trick they can to avoid abiding by the Law i.e.complying with the time factor to complete the laid down Conditions and use methods that will divert Authorities to think they have sold the park when they have passed it to a family member i.e. wife/son/brother/cousin etc; and nullify the Council Directive which therefore means there is a lot more people involved that need to be criminally checked upon.

We at NAPHR will support proposals that will assist the creation of 'A Fit and Proper Person' who shall be Licensed to own and/or Manage Residential Mobile Home Parks.

However we cannot see any Local Authority being able to conduct an essential search for information when Park Owners can and do have a number of Parks spread over many different Local Authority Areas.

It is therefore essential that a National Body should be sent to organize a responsible team that can conduct a procedure to obtain all relevant information appertaining to those persons that are to be responsible for the Management and/or Ownership of a Park.

At National Level a Register could be kept of all Owners with information regarding their Status Financially-Managerial or Criminal including Convictions of any descriptions.

Local Authorities should have to contact this Body both to obtain information and to inform them of any Conviction or wrongdoing that they have been involved with or informed of. This type of System would ensure that there would be no differential between the standards of enquiry into these persons.

We have to remember that a Park Owner can have an up to-date Park in one county where the Authority think he is a fit and proper person he can also have Parks in other counties where he carries out illegal acts that creates fear in people there is therefore a situation where two Authorities have different opinions and obviously is not passed between each other.It is quite apparent that a National/Central Body is essential.

To form a consistency with whatever format is applied to the Fit and Proper person and if a person is found to be unfit then that Body can see that all Parks that are under the Unfit Persons name are given some form of protection to Residents of those Parks in conjunction with the Local Authority for those areas.

To have an effective National Body to operate a consistent criteria to be applied for Fit and Proper Persons would need an Organization that has a Professional Status.

We believe that the Institution of Environmental Health Officers who play an important role in advising Government Departments on Policies and Legislation Changes within their field could be the appropriate body to fill that role.

The delegation of the above responsibility to Local Authorities could become flawed as these Authorities do not all work in the same ways as their counterparts and would probably not know or be able to obtain knowledge of any other Parks known to be owned by the Applicant throughout the country where a Central Body would the Local Authority would continue to address the Licensing of the Parks and as it is not financially viable to have all his family or staff checked as fit and proper then make the Park Owners responsible for their managers/wardens/members of their families and any other employee of which failure to comply should lead to Prosecution.

As a Park Owner can reject a Sale of Property by a Resident on the grounds that the purchaser is not acceptable to his Park then to protect Residents Rights prospective Park Owners should apply for a Fit and Proper Status before being allowed to Purchase THE Park.

13. Apart from criminal convictions what should be taken into consideration when deciding whether the proposed licence holder is a fit and proper person?

Q13/ This question is answered above in (12) but additionally the Licence Applicant should be able to prove that he understands his responsibilities under the Health and Safety Regulations and his Duty of Care which is usually ignored as not their problem which would also indicate what Management skills they may have especially for elderly people.

14. What are your views on increasing the maximum fine for operating a site without a licence or breaching a licence condition.

Q14/ Site Licences are issued under the Caravan Sites and Control of Development Act 1960 which means operating without a licence is breaking the law and a serious offence which jeopardizes the Residents security of tenure as implied in the Mobile Homes Act 1983 we would therefore be in full agreement with your proposal.

15. Should local authorities be able to issue fixed penalty notices and,if so, for what types of infringement? Please give your reasons.

15/ Answer Yes

This is an area that we would agree with as a fixed penalty attached to the time factor to rectify the breach followed by a further penalty for failure to comply could well speed up the process of rectification.

16. Should local authorities have powers to serve enforcement notices and to carry out work in default if necessary following breaches of licence conditions. Please give your reasons.

16/ Under the provisions of the Caravan Sites and Control of Development Act 1960 it is an offence if the Occupier of the land fails to comply with any condition attached to Site Licence held by him in respect of the law.

Further to which Section 9(3) states:- Where an occupier of land fails within the time limit specified in a condition attached to a Site Licence held by him to complete to the satisfaction of the Local Authority in whose area the land is situated any works required by the condition to be so completed, the Local Authority may carry out those works and may recover as a simple contract debt in any court of competent jurisdiction from that person any expenses reasonably incurred by them on their behalf

Therefore your proposal already has a Legal standing under an Act of Parliament which should be enforceable by giving the Local Authority the duty and the power to monitor and enforce condition with use of the Law.

Further to the above we agree that Local Authority should have the power to serve Enforcement Notices.

Park Owners are granted Licences under the above act and should be made to abide by the Conditions of this Licence or be forced by Law to comply or face Prosecution

17. Under what circumstances should a licence be provoked?

Q17/ The Local Authority should be able to revoke a Licence where a Licence Holder or his Manager are guilty of criminal and fraudulent activity whether against Residents or the general public or fails to comply with Licence Conditions that is a threat to the health and safety of Residents or any other persons that may require to enter the Park for whatever reason or sends malicious communications/intimidates and harasses Residents.

Further to the above it is essential that to revoke a Licence a managerial system would have to be installed to run the Park.

18. What are your views on local authorities being able to take over management of mobile home sites and do you envisage any practical difficulties?

18/ The Local Authorities could take overall responsibility of the Park but they may not have the management skills required for the task it would therefore be appropriate to make a

management order that would enable the Authority to authorise a professional person or organisation to take over the Management of the Park.

19. Should mobile home owners be able to take over management of a site and how should this work in practice?

19/ Answer No

There is every possibility that no Residents has any knowledge of Management and also would not want the responsibility.

There is also the problem of the Owner having his Licence revoked but he will still own the land which gives him the right to enter the Park when he wishes which without doubt would create a major problem for Managing Residents a problem that they could not deal with.

20. How should site operators consult with home owners when proposing changes to written agreements or site rules?

Q20/ The Written Agreements (Statement) cannot be changed by the Park Owner the Agreement is an individual Agreement between both parties and therefore any changes has to be agreed by both parties.

There is a section in the Express Terms which gives the criteria that should be followed by the Owner when proposing any changes which states "Not to add to or amend the Park Rules except in accordance with the following provisions"

- (i) The Owner shall give twenty eight days Notice of any additions or amendments he proposes either by displaying the same on the Park Notice Board or by supplying copies thereof to each Occupier.
- (ii) If within such period of twenty eight days as aforesaid at least one third of the Occupiers shall deliver to the Owner a written request that a meeting shall be called to discuss the proposals then the Owner shall either withdraw them or by giving reasonable notice convene a meeting of the Occupiers to consider the proposals in detail and to vote upon the same the issue to be determined by a simple majority of those Occupiers voting.
- (iii) If no such written request is delivered to the Owner within such twenty eight day period as aforesaid then a majority of the Occupiers shall be deemed to have accepted them and they shall come into force immediately on the expiry date of such twenty eight day period.

The above terms are open to an abuse of process under Section (1) as a notice placed on

A notice board may not be read or not even placed on the board but the Unscrupulous Owners will claim that they did put it there.

We would propose that any proposed rule changes should be notified by letter to each Home and be an Implied Term.

**21. Should the RPT have the power to award damages and compensation for breaches of the written agreement or any requirement imposed by this Bill?
Please give your reasons.**

Q21/ We believe that it is right for the RPT to award damages where appropriate the proposition states that RPT could award damages and compensation for breaches to the Written Agreement it has to be said that it may not be possible for this to apply in all cases as an award of damages would be for loss or injury and compensation is awarded for loss or as a recompense this means that breaches not come under this banner.

Further to the above any requirement under the proposed bill that is breached may have to be viewed the same as above.

The proposal needs further work to identify the areas of the proposal that would affect Residents in such a way that it would warrant compensation in principle we do agree.

22. Should pitch fees be regulated and if so how?

Q22/ Pitch Fees are increasing to high levels and should be regulated and controlling the following points.

- 1/ The Pitch Fee as stated in the 1983 Act shall be reviewed annually in which the Park Owner takes as his right to increase the Fees.
- 2/ The 1983 Act also says there is a presumption that the Pitch Fee will increase by the RPI again the Park Owner claims that it is his right.
- 3/ The Park Owner sets the annual Pitch Fee as an example on the 1st January and then sells a new home on the Park and as he has a new Resident he sets the Pitch Fee at a higher rate than the rest of the Park which creates different fees than other Residents making the annual increase which is raised by a percentage figure higher for some Residents than others and they all have the same rights and amenities on the Park.
- 4/ Further to the above when an Agreement to pay through the Pitch Fee for improvements is made the figure added to the Pitch Fee is never removed and increases annually which means that you never stop paying for an improvement with a fixed costing.
- 5/ We believe that as the C.P.I. is the main UK measure of inflation for the average month to month changes in the prices of Consumer Goods and Services purchased in the UK then that should be the measure used relating to Pitch Fee increases it seems neither fair nor

reasonable for Residents to have to pay the RPI which includes payment of mortgage interest which gives the Park Owner extra payments from Residents towards his property. All of the above points would assist in controlling the ever increasing Pitch Fees which is making the affordable form of housing very unaffordable and liable to cripple the industry through greed these points are essential.

23. Do you have any comments that specifically relate to pitch fees?

23/ We have knowledge of large numbers of Residents that have charges made to them on various dates throughout the year (mainly quarterly) in addition to Pitch Fees for maintenance and repairs plus other items these charges range between £100-00 to £400-00 these charges are out-side the Pitch Fee process which makes the charges far greater. Further to the above Section 29 Implied Terms- Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended) states:-“ Pitch Fee” means the amount which the occupier is required by the Agreement to pay to the Owner for the right to station the Mobile Home on the Pitch and for the use of the common areas of the protected site and their maintenance. The above quote must therefore clarify that the charges are not a legal payment as a said charges are already encompassed into the Pitch Fee.

We would further propose that the Park Owners should issue a statement to specify how the Pitch Fee is calculated this would ensure that Residents are not being charged for items or repairs that they are not responsible for.

24. Do you agree that the site operator's maintenance and repairing obligations would benefit from clarification?

24/ Answer definitely Yes! And Identified.

25. Should there be a standard consultation format that must be followed when a site operator is proposing improvements?

This answer is Yes but there is also a definite need to identify improvements and that they are for Residents benefit also that if the Park Owner has to consult the Residents they must have the right to refuse the said improvement and not give the Owner the right to seek approval via RPT.

26. Do you agree that home owners should be able to make alterations and improvements inside their home without requiring the consent of the site operator? Please give your reasons?

26/ We at N.A.P.H.R. believe that the Resident who is the Home Owner should never have to have permission to improve the interior of their home which they purchased and paid for I do not believe that any other industry demands that you must gain approval from a third party carry out any type of work on your own property.

27. What would you deem to be a fair and reasonable reason for refusing permission to alter a mobile home externally.

27/ A fair and reasonable refusal for external work would be any type of works that would contravene Site Licence Conditions or the Written Agreement.
In addition to your proposal the following issue needs to be addressed that any form of external insulation material should not be refused as it is Governments Policy that the Council can make Grants for this type of insulation and keep the elderly warm these materials are of a high fire safety rating but some Park Owners are refusing to allow the work to be done.

28. Should the Residential Property Tribunal have to agree to all re-siting requests proposed by the site operator including emergencies? Please give your reasons.

Q28/ Yes the RPT should have to agree to all re-sitings the reasons being for this is that U.P.O. would abuse the system and not return Homes to the original pitch to create a beneficial plot to make a financial advantage by putting a new home on the said plot. Further to the above by this move now becoming permanent and not returning to the original pitch it would enable the Park Owner to issue a new Agreement as per your proposal which we cannot agree to.

Section 1 of the Mobile Homes Act 1983 gives the right to the Home Owner to station a Home on the Park the Agreement is nothing to do with the Home which means a New Agreement is not required and the opportunity to alter the Agreement content has been averted.

There is a further problem of where the Home is moved to for these repairs when there are no spare plots secondly this could mean that the Home would have to be taken off the Park or placed in the car park all the Home Owners effects would have to be securely stored and a guarantee for the Homes security thirdly accommodation has to be found for the Resident and all costs met by the Park Owner which should be made an order by the Tribunal this order should also cover compensation for any damage to the Home caused by the move.

29. Do you believe the rules on succession and inheritance in Wales should be modernised and do you have any comments on the above proposals?

Q29/ Yes we agree the succession and inheritance rule do require updating.

The inheritance of a Park Home has to be seen the same as gifting the home to a family member as by a will it has been gifted to the Inheritor apart from the fact that the Inheritor may not be a family member therefore the person inheriting the Home should be entitled to live in it as they have become the Owners of the said property.

All the above should apply subject to the Inheritor being able to comply with Park Rules. Further to the above the Implied Terms relating to the Gift of a Mobile Home states the Owner may not require any payment to be made whether to himself or otherwise in connection with the Gift of the Mobile Home and the Assignment of the Agreement, We would propose that the above Implied Term should be amended to read after the words Gift add the words or Inheritance this would prevent the Owner from claiming an unlawful charge.

30. What do you consider would be the financial impact of the proposed Bill on yourself your organisation or your business?

Q30/ The proposals that are forwarded through the Bill are being brought about due to the failure of Local Authorities to ensure that Unscrupulous Park Owners complied with the Legislation which is laid down for them to operate and run a Mobile Home Park which also suggests that the Legislation was a failure or too weak the proposals in this Bill are being done so as to bring the Park Owners in line with the obligations that they should have been complying with for many years.

The Site Licence will be a business expense which is an overhead that all businesses have along with other business costs the Pitch Fee is a Fee that is set by Park Owners to recover for them the costs of running and maintaining the Park along with wages and a profit so unless the Government gives the Park Owner an outlet or loophole to reclaim any costs then the Residents (which is our Organisation) should obtain the rights they have been denied that they already pay for.

31. Do you consider that there would be a disproportionate financial impact upon any particular groups affected by this Bill?

Q31/ As I have stated in Q30 above there should not be any disproportionate as Residents should be getting their rights which they already pay for in their Pitch Fees.

We have to remember that due to the Commission Legislation the Park Owner already owns 10% of the Residents Property and any improvements that they make to that Home of which he makes no contribution this without doubt is disproportionate.