

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference:RPT/0019/11/21

In the Matter of 25 Tavern Park, Forden, Nr Welshpool, SY21 8FA

And in the matter of an application under section 54 of the Mobile Homes (Wales) Act 2013

Applicant: Maguires Developments

Representation: John Clement of IBB Law LLP

Respondent: Janet Ayres

Representation: In person/Michael Ayres

Type of Application: Section 54(1) of the Mobile Homes (Wales) Act 2013

**Tribunal: Mr. C. R. Green (Chairman)
Mr. H. Lewis (Valuer Member)
Mr. H. Jones (Lay Member)**

Date of determination: 18 February 2022

DECISION

The Respondent, Janet Ayres, is in breach of rule 23 of the site rules and clause 3(h) of the agreement made between herself and the Applicant, Maguires Developments, dated 2 April 2016 by permitting her son, Michael Ayres, to reside with her at her mobile home at pitch 25, Tavern Park, Forden, Welshpool SY21 8FA.

REASONS FOR DECISION

Background

1. The residential mobile home park known as Tavern Park, Forden, Welshpool SY21 8FA ("the Park") is a protected site within the meaning of the Mobile Homes (Wales) Act 2013. The Park is owned by Wayne Maguire and his wife, trading in partnership under the name of "Maguires Developments".

2. Janet Ayres, aged 65, is the owner and occupier of a park home stationed on pitch 25 of the Park, which she occupies under the terms of a written agreement made with the Applicant dated 2 April 2016 (“The Agreement”) when she purchased the mobile home. Clause 3(h) of the Agreement provides:

“You must comply with the park rules. A copy of the current park rules is attached to this Written Statement.”

Rules 23 and 24 of the Site Rules provide:

“23. No person under the age of 50 years (with the exception of the park owner, his family, his employees, and members of the employee’s family) is permitted to live on the park.

24. You may allow relatives and friends under this age to stay over on an occasional basis for holiday purposes, but for no more than one week in any given calendar month.”

3. Mrs. Ayres son, Michael (“Mr. Ayres”) who is in his late 20s, has been living with his mother in the mobile home since 24 June 2021.
4. Pursuant to s. 54(1)(a) of the 2013 Act (set out in the Appendix of Statutory Provisions below) the Applicant has applied to the Tribunal for determination of a question arising in respect of the Agreement, namely, that by permitting her son to reside with her at the mobile home Mrs. Ayres is in breach of the site rules and the terms of her mobile home agreement.

The hearing

5. Mr. Lewis, the valuer member, visited the Park to carry out an external inspection on 16 February and the hearing took place via CVP video technology on 18 February. The Applicant was represented by John Clement, a solicitor. The presentation of Mrs. Ayres’ case was dealt with jointly by herself and Mr. Ayres. In addition to the documents in the hearing bundle evidence was heard from Mr. Maguire, Mrs. Ayres and Mr. Ayres. The Tribunal is grateful for the careful and thorough way both parties’ cases were presented.

Consent

6. There is no dispute concerning the fundamental facts save in one respect, which is whether Mr. Maguire consented to Mrs. Ayres’ son living with her during a conversation they had on 11 June. There was an initial discussion on the telephone and then a face-to-face conversation later that day. Mr. Maguire’s account is that he was asked whether a carer under the age of 50 could move in with Mrs. Ayres, to which Mr. Maguire replied that he did not know if there were any special

provisions in the legislation for such circumstances and that he assumed they would have to be over 50 to comply with the site rules. On enquiring if it might be a member of her family Mrs. Ayres said she didn't know and made no mention of her son.

7. Mrs. Ayres accepts she was fully aware of the age restriction that applied to the Park at the time she purchased her mobile home. Her version of the conversation is that she told Mr. Maguire that she wanted her son to come and live with her as her carer, making it clear that he was under the age of 50, and Mr. Maguire said "yes" straight away. Mrs. Ayres asked him to put it in writing.
8. For the following reasons the Tribunal prefers Mr. Maguire's account.
 - 8.1. The Tribunal accepts Mr. Maguire's statement that the age restriction has been in place on the Park, and other mobile home sites owned by he and his wife, for many years and consent for residence by a person under 50 has never before been given. It seems unlikely that in such circumstances Mr. Maguire would have consented so readily during the conversation on 11 June. It is accepted that he was unsure of the legal position in respect of a carer under 50 and wanted to investigate the matter.
 - 8.2. The subsequent email correspondence and exchange of text messages, beginning with Mrs. Ayres' email of 15 June, are inconsistent with clear and unequivocal consent having been given on 11 June. Indeed, as such correspondence continued and Mr. Maguire raised concerns, qualifications, and further questions regarding Mr. Ayres, the parties moved further apart. Mr. Maguire made it clear that his objection was not to Mr. Ayres personally, or arising out of his conduct, or to Mrs. Ayres having a live-in carer, provided they were not under 50.
 - 8.3. In the Tribunal's view, perhaps buoyed by the fact that Mr. Maguire had not rejected her request at the outset, Mrs. Ayres arranged for her son to come and live with her before the issue had been resolved: as she put it in a text message, she "jumped the gun".

Variation of the site rules

9. It is important to note that strictly speaking, one is not concerned with consent here but a variation of the site rules. Rule 23 is not what is known as a qualified covenant – expressed as subject to the owner giving consent – but an absolute restriction. Therefore, to be legally effective any consent for Mrs. Ayres' son residing with her would have to amount to an alteration of rule 23 in respect of Mr. Ayres and a variation of the contract between the Applicant and Mrs. Ayres.

10. Accordingly, even if Mr. Maguire had provided consent, Mr. Clement raised other difficulties which would face Mrs. Ayres in establishing that there was an effective variation of the site rules. First, where a contract is required to be in writing any variation of the contract must also be in writing. Mr. Clement argued that an agreement incorporating site rules is required to be in writing under section 49 of the 2013 Act (see Appendix). The Tribunal does not agree. Although a written statement is required, and the occupier can apply to the appropriate judicial body for an order that one be provided, it is recognised by such provisions that there is a difference between an agreement and written particulars. Section 49(4) provides that no express term is enforceable unless it was set out in a written statement, but this does not apply to site rules.
11. Second, as a matter of general law, a variation of a contract must be supported by consideration. That is, something of value (though not necessarily of equivalent value) must have been provided by Mrs. Ayres in return for the age limit being removed in respect of her son. There is some force in this point although it might be argued that her being properly cared for was of benefit to the owner of the site.
12. Third, and possibly most important, the Mobile Homes (Site Rules) (Wales) Regulations 2014 contain provisions at regulations 7 to 11 for a mandatory procedure to effect variations to site rules pursuant to the powers conferred by section 52 of the 2013 Act (see Appendix). Since site rules are for the benefit of all the occupiers of the site the procedure requires that every occupier and qualifying residents' association be given notice of a proposed variation and that there be a consultation process, with a right of appeal against the owner's decision. Clearly, that procedure was not followed here.

Additional submissions

13. Mrs. Ayres adopted as part of her case the submissions set out by Mr. B. J. Doick MBE, President of the National Association of Park Home Residents, in an email of 3 January 2022. The Tribunal has found it difficult to follow but the argument appears to be this. By virtue of regulation 5 and paragraphs 2(a) and 3 of Schedule 5 to the 2014 Regulations (see Appendix), a site rule is of no effect to the extent that it grants to an occupier a right subject to the owner's discretion unless it relates to improvements to an occupier's plot, or the owner's discretion is being exercised to accommodate the occupier's disability. In the Tribunal's view, such considerations have no relevance here as rule 23 of the site rules does not grant the occupier a right subject to the owner's discretion, so that paragraphs 2(a) and 3 are not engaged. Rather, as noted above, rule 23 is in the nature of an absolute restriction on the age of the persons who can live on the Park, not a qualified restriction subject to the owner's discretionary consent.

14. Mr. Doick submits that there is no reason why Mr. Maguire should not give a discretionary right to Mr. Ayres for him to live with Mrs. Ayres as her carer but as seen above there is no discretionary right conferred by rule 23. He also submits that all park rules have to be fair and reasonable but cites no specific power of the Tribunal in a case such as this to vary or override the site rules, other than as provided for by Schedule 5 of the 2014 Regulations.

15. In the light of the above, the Tribunal must conclude that there has been no consent and no variation of the site rules and that by reason of Mrs. Ayres having given her son permission to reside with her, she is in breach of rule 23 of the site rules and clause 3(h) of the Agreement.

What order should the Tribunal make?

16. In his written statement, Mr. Maguire asks for a finding that Mrs. Ayres is in breach of the site rules and the terms of the Agreement – which the Tribunal is able to make – and an order that Mr. Ayres must vacate the Park within 28 days or such other period as the Tribunal considers reasonable. In respect of the latter the Tribunal was concerned whether it had power to make such an order and asked Mr. Clement to investigate the issue of jurisdiction over the luncheon adjournment.

17. He relies on the provisions of section 230 of the Housing Act 2004 – powers and procedure of residential property tribunals (see Appendix) – specifically, the Tribunal’s power under s. 230(2) to give a direction it considers “necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue raised in or in connection with them.”

18. The Tribunal’s concern is that a direction that Mr. Ayres vacate is equivalent to an order for possession. Although no such direction is expressly referred to in s. 230 that is not of itself, conclusive. The illustrations of the kinds of directions that can be made are inclusive, not exhaustive, but Mr. Clement was unable to find any authority that such a direction was within the scope of the Tribunal’s powers under s. 230. In the light of this the Tribunal is hesitant to conclude that it has jurisdiction to make the order sought.

19. Assuming that it could do so however, it is not considered appropriate to make such an order where the Agreement remains in force. To use an analogy, if a tenancy includes a qualified covenant against the subletting of part and the tenant sublets part without seeking consent, he is in breach, but no order for possession can be made unless the tenancy is first terminated by, for example, forfeiture. Until then, there is no right to possession – the breach itself confers no entitlement to possession. In the present case, and as accepted by Mr. Clement,

the Tribunal has no jurisdiction to terminate the Agreement under paragraph 5 of Schedule 2 to the 2013 Act as a result of the breach since although notice to remedy has been served by the Applicant, the parties did not enter into an arbitration agreement which covers the matter in question, before the question arose, as required by s.54(4) in order for the Tribunal to have jurisdiction to terminate. Without termination no order for possession can be made.

20. Alternatively, Mr. Clement asked that an order be made that Mrs. Ayres cause her son to vacate. Again, this is not considered appropriate as it is in substance an order for possession by another name. In addition, to the extent that the Tribunal can make such an order it is a matter of discretion, and the Tribunal does not consider it necessary or desirable for securing a just disposal of the application to direct Mrs. Ayres to evict her son. In reaching that conclusion reliance is placed on the following matters.

21. Mrs. Ayres has exhibited a number of documents to her statement which include a lengthy integrated assessment by Ruth Melling, an occupational therapist with Adult Social Services, and a letter of recommendations from her dated 12 November, which concludes:

“Janet has been provided with equipment to promote her independence and aim to reduce effort and risk, and Michael has been available to support Janet when required, as well as encouraging and promoting her independence with functional tasks and ability to attend to her everyday tasks. This support greatly improves Janet’s physical and mental well-being, enhancing her quality of life, as well as reducing the need to have care package.”

22. There is also a letter to Mrs. Ayres’ GP from Dr. Sunhoury Elsideeg, a rheumatologist, dated 21 December, written after seeing Mrs. Ayres on 14 December. It lists a number of serious conditions by way of diagnosis The final paragraph of the letter, “Plan & Opinion”, concludes:

“I can see that recently she has been assessed by Occupational Therapy and ... Janet experiences significant difficulties in her daily physical activities. Today I understand her son is present with her in the house and was of great support and help and I do support the Occupational Therapist recommendations.”

23. Based on such evidence the Tribunal concludes that Mr. Ayres is providing important care and support for his mother and is concerned as to the

consequences for Mrs. Ayres' health should he vacate and what suitable care packages would be available for her.

Dated this 11th day of April 2022

C. R. Green
Chair, Residential Property Tribunal

Appendix of Statutory Provisions

Mobile Homes (Wales) Act 2013

49 Particulars of agreements

- (1) Before making an agreement to which this Part applies, the owner of the protected 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 proposed occupier is to be entitled to station the mobile home that are sufficient to identify that land,
 - (c) sets out the express terms to be contained in the agreement (including any site rules),
 - (d) sets out the terms to be implied by section 50(1), and
 - (e) complies with such other requirements as may be prescribed by regulations made by the Welsh Ministers.
- (2) The written statement required by subsection (1) must be given—
 - (a) no later than 28 days before the date on which any agreement for the sale of the mobile home to the proposed occupier is made, or
 - (b) (if no such agreement is made before the making of the agreement to which this Part applies) no later than 28 days before the date on which the agreement to which this Part applies is made.
- (3) But if the proposed occupier consents in writing to that statement being given by a date (“the chosen date”) which is less than 28 days before the date mentioned in subsection (2)(a) or (b), the statement must be given to the proposed occupier not later than the chosen date.
- (4) If any express term other than a site rule—
 - (a) is contained in an agreement to which this Part applies, but

- (b) was not set out in a written statement given to the proposed occupier in accordance with subsections (1) to (3), the term is unenforceable by the owner or any person within section 53(1); but this is subject to any order made by the appropriate judicial body under section 50(3).
- (5) If the owner has failed to give the occupier a written statement in accordance with subsections (1) to (3) the occupier may, at any time after the making of the agreement, apply to the appropriate judicial body for an order requiring the owner—
 - (a) to give the occupier a written statement which complies with paragraphs (a) to (e) of subsection (1) (read with any modifications necessary to reflect the fact that the agreement has been made), and
 - (b) to do so not later than such date as is specified in the order.
- (6) A statement required to be given to a person under this section may be either delivered to the person personally or sent to the person by post.
- (7) Any reference in this section to the making of an agreement to which this Part applies includes a reference to any variation of an agreement by virtue of which the agreement becomes one to which this Part applies.
- (8) Subsections (2), (3) and (5) do not apply in relation to a person occupying or proposing to occupy a transit pitch on a local authority Gypsy and Traveller site; and in such a case the reference in subsection (4) to subsections (1) to (3) is to be treated as a reference to subsection (1).

52 Site rules

- (1) In the case of a protected site, other than a local authority Gypsy and Traveller site, for which there are site rules, each of the rules is to be an express term of each agreement to which this Part applies that relates to a pitch on the site (including an agreement made before commencement or one made before the making of the rules).
- (2) The “site rules” for a protected site are rules made by the owner, in accordance with such procedure as may be prescribed by regulations made by the Welsh Ministers, which relate to—

- (a) the management and conduct of the site, or
 - (b) such other matters as may be prescribed by regulations made by the Welsh Ministers.
- (3) Any rules made by the owner before the coming into force of this section which relate to a matter mentioned in subsection (2) cease to have effect at the end of such period beginning with the day on which this section comes into force as may be prescribed by regulations made by the Welsh Ministers.
- (4) Site rules come into force at the end of such period beginning with the first consultation day as may be prescribed by regulations made by the Welsh Ministers, if before the end of that period a copy of the rules is deposited with the local authority in whose area the protected site is situated.
- (5) Where a site rule is varied, the rule as varied comes into force at the end of such period beginning with the first consultation day as may be prescribed by regulations made by the Welsh Ministers, if—
- (a) the rule is varied in accordance with the procedure prescribed by regulations made by the Welsh Ministers, and
 - (b) a copy of the rule as varied is before the end of that period deposited with the local authority in whose area the protected site is situated.
- (6) Where a site rule is deleted, the deletion comes into force at the end of such period beginning with the first consultation day as may be prescribed by regulations made by the Welsh Ministers, if—
- (a) the rule is deleted in accordance with such procedure as may be prescribed by regulations made by the Welsh Ministers, and
 - (b) notice of the deletion is deposited before the end of that period deposited with the local authority in whose area the protected site is situated.
- (7) The Welsh Ministers may by regulations provide that a site rule may not be made, varied or deleted unless a proposal to make, vary or delete the

rule is notified to the occupiers of mobile homes on the site in question in accordance with the regulations.

- (8) The Welsh Ministers may by regulations provide that site rules, or rules such as are mentioned in subsection (3), are of no effect in so far as they make provision in relation to matters prescribed by the regulations.
- (9) The Welsh Ministers may by regulations make provision as to the resolution of disputes—
 - (a) relating to a proposal to make, vary or delete a site rule,
 - (b) as to whether the making, variation or deletion of a site rule was in accordance with the applicable procedure prescribed by the regulations,
 - (c) as to whether a deposit required to be made by virtue of subsection (4), (5) or (6) was made before the end of the relevant period.
- (10) Provision under subsection (9) may confer functions on a tribunal.
- (11) The Welsh Ministers may by regulations—
 - (a) require a local authority to establish and keep up to date a register of site rules in respect of protected sites in its area,
 - (b) require a local authority to publish the up-to-date register,
 - (c) provide that any deposit required to be made by virtue of subsection (4), (5) or (6) must be accompanied by a fee of such amount as the local authority may determine.
- (12) In this section “first consultation day” means the day on which a proposal made under regulations under subsection (7) is notified to the occupiers of mobile homes on the site in accordance with the regulations.

54 Jurisdiction of a tribunal or the court

- (1) A tribunal has jurisdiction—

- (a) to determine any question arising under this Part or any agreement to which it applies, and
 - (b) to entertain any proceedings brought under this Part or any such agreement, subject to subsections (2) to (6).
- (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement which has been entered into before that question arose.
- (3) The court has jurisdiction—
 - (a) to determine any question arising by virtue of paragraph 5, 6, 7(1)(b), 38, 39 or 40(1)(b) of Schedule 2 under this Part or any agreement to which it applies, and
 - (b) to entertain any proceedings arising by virtue of any of those provisions brought under this Part or any such agreement, subject to subsections (4) to (6).
- (4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.
- (5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.
- (6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).

Schedule 2

- 5 The owner is entitled to terminate the agreement immediately if, on the application of the owner, the appropriate judicial body—
 - (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 within a reasonable time, and

- (b) considers it reasonable for the agreement to be terminated.

The Mobile Homes (Site Rules) (Wales) Regulations 2014

Matters prescribed for the purposes of section 52(8) of the 2013 Act

- 5. A site rule is of no effect in so far as it makes provision in relation to any of the matters prescribed in Schedule 5 to these Regulations.

Prescribed procedure

- 6. Regulations 7 to 9 prescribe the procedure for making, varying or deleting site rules⁽²⁾ for the purposes of sub-sections (2), (5), (6) and (7) of section 52 of the 2013 Act.

Requirement to consult on a proposal

- 7. In relation to the protected site concerned, an owner must consult—
 - (a) every occupier; and
 - (b) any qualifying residents' association,on a proposal in accordance with regulations 8 and 9.

Notification of proposal

- 8.(1) The owner must notify each consultee of a proposal, by issuing a proposal notice ("the proposal notice").
- (2) The proposal notice must—
 - (a) clearly set out a proposal;
 - (b) contain a statement of the owner's reasons for making a proposal;
 - (c) contain a statement that the consultation response document will be sent to each consultee;

- (d) contain a list of the matters prescribed by regulations 4 and 5 and a statement confirming that a proposal complies with the requirements of these provisions;
 - (e) specify—
 - (i) the date on which the notice will be deemed to be served on each consultee, in accordance with regulation 3 (“the first consultation day”);
 - (ii) the date by which any representations made in response to the proposal must be received by the owner (“the last consultation day”) which must be at least 28 days after the first consultation day;
 - (iii) the name of the owner and address to which any such representation must be sent;
 - (f) be signed and dated by the owner; and
 - (g) be in the appropriate form set out in Schedule 1 or a form substantially to the same effect.
- (3) A proposal will be treated as notified to the consultees on the first consultation day.
- (4) The proposal notice may contain more than one proposal, and in such cases, this regulation and regulations 9 to 17 apply in relation to those proposals collectively as if they were a single proposal.

Owner’s response to the consultation

- 9.(1) Within 21 days of the last consultation day, the owner, having taken into account any representations received from consultees, must—
- (a) decide whether to implement the proposal (with or without modification) (“the decision”); and
 - (b) send a document, to be known as “the consultation response document”, to each consultee, notifying them of that decision.

- (2) The consultation response document must also—
- (a) give details of the consultation carried out under regulations 7 and 8, including the first consultation day;
 - (b) give details of the representations received, the owner’s response to the representations and such modifications as were made to the proposal (if any) as a result of the consultation;
 - (c) contain a copy of any site rules in the form in which the owner proposes to deposit them with the local authority;
 - (d) where relevant, contain an explanation that the owner intends to deposit a deletion notice with the local authority and a list of the site rules to be deleted;
 - (e) contain a statement that any site rules or deletions will come into force in accordance with regulation 14, provided that a deposit has been made in accordance with regulation 12 and notified in accordance with regulation 13;
 - (f) explain the rights of appeal available to consultees under regulation 10; and
 - (g) be in the form set out in Schedule 2 or in a form substantially to the same effect.
- (3) Where a proposal is modified as a result of the consultation, the reference to “the proposal” in regulation 10 is to be read as a reference to the proposal as modified.

Right to appeal to tribunal in relation to the owner’s decision

10.(1) Within 21 days of receipt of the consultation response document a consultee may appeal to a tribunal⁽³⁾ on one or more of the grounds specified in paragraph (2).

(2) The grounds are that—

- (a) a site rule makes provision in relation to any of the prescribed matters set out in Schedule 5;

- (b) the owner has not complied with a procedural requirement imposed by regulation 7 to 9 of these Regulations;
 - (c) the owner's decision was unreasonable having regard, in particular to—
 - (i) the proposal or the representations received in response to the consultation;
 - (ii) the size, layout, character, services or amenities of the site; or
 - (iii) the terms of any planning permission or conditions of the site licence.
- (3) Where a consultee makes an appeal under this regulation, the consultee must notify the owner of the appeal in writing and provide the owner with a copy of the application made, within the 21 day period referred to in paragraph (1).

Appeal procedure

11. In determining an appeal under regulation 10, the tribunal may—
- (a) confirm the owner's decision;
 - (b) quash or modify the owner's decision;
 - (c) substitute the owner's decision with its own decision; or
 - (d) where the owner has failed to comply with the procedure set out in regulations 7 to 9, order the owner to comply with regulations 7 to 9 (as appropriate), within such time as may be specified by the tribunal.

SCHEDULE 5

Matters prescribed for the purposes of section 52(8) of the 2013 Act

Other matters

2. The matters are—

- (a) subject to paragraph 3, any matter which is expressed to grant an occupier a right subject to the exercise of discretion by the owner, except in relation to improvements to an occupier's plot;
- (b) any matter which is expressed to apply retrospectively;
- (c) any matter which is contrary to the implied terms of the agreement, as defined by sections 48 and 49 of the 2013 Act;
- (d) any matter which is expressed to apply only to particular persons or to persons of a particular description, apart from where a rule makes an exception for the owner, the owner's family or an employee of the owner (where an employee of the owner does not occupy the site under an agreement to which the 2013 Act applies);
- (e) whether the occupier should be absolutely prohibited from making improvements to the home or pitch;
- (f) whether visitors to the site should be required to report to the owner on arrival;
- (g) whether any category of person should be restricted from visiting the site, regardless of whether the site has an age restriction in place;
- (h) whether the owner should be allowed to reduce the size of a pitch or its reorientation;
- (i) whether the owner should require the collection of deposits or charge for other services or permissions in addition to charges for the pitch fee, utility charges, for parking or sheds, where the charge is not permitted to be made under the agreement (as defined by sections 48 and 49 of the 2013 Act) or by other legislation;
- (j) whether vehicular access to the site should be restricted in any way;
- (k) whether the occupier may have visitors to stay for short periods of time, whether or not the occupier is present at the time;
- (l) whether the occupier should be required to purchase only goods or services supplied by the owner or such other person as the owner may nominate;

- (m) whether the occupier should be required to use only such tradesmen as the owner may nominate, including the owner themselves;
 - (n) whether the site rules may be changed other than by the procedure set out in regulations 7 to 13 of these Regulations;
 - (o) whether the site rules may purport to threaten eviction for failure to comply with the site rules.
3. Sub-paragraph 2(a) of this Schedule does not prevent an owner from exercising discretion to grant an occupier a right in order to accommodate that occupier's disability.

Housing Act 2004

230 Powers and procedure of residential property tribunals

- (1) A residential property tribunal exercising any jurisdiction in respect of premises situated in Wales by virtue of any enactment has, in addition to any specific powers exercisable by it in exercising that jurisdiction, the general power mentioned in subsection (2).
- (2) The tribunal's general power is a power by order to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue raised in or in connection with them.
- (3) In deciding whether to give directions under its general power a tribunal must have regard to—
 - (a) the matters falling to be determined in the proceedings,
 - (b) any other circumstances appearing to the tribunal to be relevant, and
 - (c) the provisions of the enactment by virtue of which it is exercising jurisdiction and of any other enactment appearing to it to be relevant.
- (4) A tribunal may give directions under its general power whether or not they were originally sought by a party to the proceedings.

- (5) When exercising jurisdiction under this Act, the directions which may be given by a tribunal under its general power include (where appropriate)—
- (a) directions requiring a licence to be granted under Part 2 or 3 of this Act;
 - (b) directions requiring any licence so granted to contain such terms as are specified in the directions;
 - (c) directions requiring any order made under Part 4 of this Act to contain such terms as are so specified;
 - (d) directions that any building or part of a building so specified is to be treated as if an HMO declaration had been served in respect of it on such date as is so specified (without there being any right to appeal against it under section 255(9));
 - (e) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise.
- (5ZA) When exercising jurisdiction under the Caravan Sites and Control of Development Act 1960, the directions which may be given by a tribunal under its general power include (where appropriate) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise.]
- (5A) When exercising jurisdiction under the Mobile Homes Act 1983 or Part 4 of the Mobile Homes (Wales) Act 2013, the directions which may be given by a tribunal under its general power include (where appropriate)—
- (a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;
 - (b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be paid in such manner and by such date as may be specified in the directions;
 - (c) directions requiring cleaning, repairs, restoration, re-positioning or other works to be carried out in connection with a mobile home,

pitch or the protected site in such manner as may be specified in the directions;

- (d) directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.

(5B) In subsection (5A)—

“mobile home” and “protected site” have the same meaning as in the Mobile Homes 1983 (see section 5 of that Act or the Mobile Homes (Wales) Act 2013 (see sections 2 and 60 of that Act));

“pitch” has the meaning given by paragraph 1(4) of Chapter 1 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 or section 55 of the Mobile Homes (Wales) Act 2013 ;

“pitch fee” has the meaning given in paragraph 29 of Chapter 2, paragraph 13 of Chapter 3, or paragraph 27 of Chapter 4, of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as the case may be) or section 60 of the Mobile Homes (Wales) Act 2013.

- (6) Nothing in any enactment conferring specific powers on a residential property tribunal is to be regarded as affecting the operation of the preceding provisions of this section.
- (7) Schedule 13 (residential property tribunals: procedure) has effect.
- (8) Section 229(5) applies also for the purposes of this section and Schedule 13.