



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00BE/PHG/2017/0001-0005**

Property : **Plots 21, 23, 27, 47 & 49 Ilderton Road,
Travellers Site, London SE16 3JU**

Applicant : **The Mayor & Burgesses of the London
Borough of Southwark (“the Council”)**

Representative : **Emily Springford, Legal Services**

Respondents : **1. Mary Corcoran (Plot 21)
2. Mary Ellen Corcoran (23)
3. Diane O’Donnell (27)
4. Catherina McDonagh (47)
5. Joseph Ward (49)**

Representative : **Southwark Travellers Action Group**

Type of application : **To require the respondents to move
their mobile homes**

Tribunal members : **Angus Andrew
Aileen Hamilton-Farey FRICS FCI Arb**

**Date and Venue of
hearing** : **29 November 2017 and
5 December 2016
10 Alfred Place, London WC1E 7LR**

Date of decision : **14 December 2017**

DECISIONS

DECISION

1. Subject to (a) completion of the fitting out works to the Devonshire Grove Site as shown on the attached plan B and (b) Mary Ellen Corcoran agreeing to vacate her mobile home, the Council is entitled to:-
 - i. require Mary Corcoran to station her existing mobile home and tow caravan on the pitches shown marked C and D on plan B; and
 - ii. require Mary Ellen Corcoran and Diane O'Donnell to station their mobile homes on pitches the rear boundaries of which are at least two metres in front of the rear boundaries of their existing pitches on the Ilderton Road site; and
 - iii. require Catharina Louisa McDonagh to station her existing mobile home on the pitch shown marked B on plan B;
 - iv. require Josephine Ward to station her existing mobile home on the pitch shown marked A on plan B;

for the period commencing on 8 January 2018 and expiring at 4 pm on 30 April 2018 or if earlier on the expiration of 7 days written notice.

APPLICATIONS

2. On 25 October 2017 the tribunal received 5 applications from the Council for determinations that it may require the respondents to move their mobile homes, either to a different position on the Ilderton Road Travellers Site or to a temporary site at Devonshire Grove London SE15 1NJ. The applications were made under section 8(1)(a) of chapter 4 of part 1 of schedule 1 to the Mobile Homes Act 1983 (as amended). Directions were issued on 8 November 2013. The respondents requested an oral hearing and the applications were listed for an inspection in the morning with a hearing during the afternoon of the same day.

THE INSPECTION

3. We inspected both the Ilderton Road site and the proposed Devonshire Grove site on the morning of 29 November 2017. The respondents' representatives, Harriet Ballance and Matthew Henderson, were present during both inspections. From the Council, Paul Jeffery was present during our inspection of the Ilderton Road site and Fiaze Sheikh was present during our inspection of the proposed Devonshire Grove site. Both are Council employees.
4. Attached to this decision are plans A and B. Plan A shows the configuration of the Ilderton Road Travellers site. In this case we are concerned with the western section of the site that comprises plots 21 to 29 and 43 to 49. In the remainder of this decision we refer to the western section simply as the Ilderton Road site. Plan B shows the proposed Devonshire Grove site as it will be when all the fitting out work has been completed. It should be noted that the two plans are not to the same scale. Plan A is to scale 1-500 and plan B to scale 1-100.

5. At the time of our inspection the perimeter fence, the toilet cubicles and the washing and drying facilities had been installed. However much work remains to be completed before any move to the site can be contemplated. In particular the portkabin, the touring caravans, the playground and the stocked planters remain to be installed.

THE HEARING

6. The Council was represented by Helen Greatorex and the respondents by Matthew Henderson, both of whom are barristers. At the hearing on 29 November 2017, we heard evidence from Martin Kovets who is the Council's Supported Housing Services Manager. No other witnesses were present and with the agreement of the parties we adjourned the hearing to 5 December 2017 when we heard oral evidence from Richard Newell and Mary Corcoran. Richard Newell is the senior asset engineer with Network Rail Infrastructure Ltd ("Network Rail"). Mary Corcoran is the first respondent and the mother of the other 4 respondents.

BACKGROUND

7. The northern boundary of the Ilderton Road site abuts a steep embankment that supports a footpath that provides the only means of access to South Bermondsey railway station. The Embankment is owned by Network Rail and the Ilderton Road site by the Council.
8. Mr Newell's evidence, that in this respect was not seriously challenged, was that the embankment is unstable and in need of repair. In answer to questions from Ms Greatorex, Mary Corcoran said she wanted the work "*to be done*" and that she accepts that she "*will have to move*".
9. It is apparent that the disrepair was first identified in 2005. The long delay in starting the repair work results from a number of factors. There appears to have been an ongoing dispute between the Council and Network Rail as to both who should undertake the work and who should pay for it. The dispute appears to have resulted from Network Rail's belief that the instability was caused by the occupiers of the Ilderton Road site some of whom have encroached onto the foot of the Embankment. Ultimately it was agreed that the Network Rail would undertake the work with the cost being shared equally with the Council. Further delays appear to have been caused by Network Rail's budgetary constraints and by some internal wrangling between two divisions.
10. It is also apparent that Network Rail's proposals for the repairs have changed overtime. On the basis of Mr Newell's evidence the repairs as currently formulated will "*require the use of heavy machinery to cut away the toe of the embankment, insert compacted material to reinforce it and reinstate the slope*". When the work is completed Network Rail will erect "*a robust fence to prevent further encroachment*".
11. Mr Newell's unchallenged evidence was that "*it will not be safe for the residents of plots 21, 23, 27, 45, 47 and 49 to occupy the site whilst the engineering work is carried out*". For the sake of completeness it should

be said that plots 25 and 29 are vacant and that Mr Newell is satisfied that the occupier of plot 43 can remain on site whilst the work is completed.

12. Mr Martin McDonagh is the occupier of plot 45. He is not a member of Mary Corcoran's family. The Council does not seek a determination against Mr McDonagh but relies on an agreement with him with which we are not concerned.
13. The Council accepts its responsibility to re-home the respondents whilst the work is being completed. To that end it is apparent that there has been a lengthy dialogue between Mr Kovats and the respondents. That dialogue concluded in a meeting on 3 November 2017, the minutes of which are at pages 18-21 of the supplementary bundle.
14. With the possible exception of Mary Ellen Corcoran the respondents told Mr Kovats that whilst the work is completed they wanted to be re-homed on a suitable temporary site.
15. On the basis of Mr Kovats evidence we are satisfied and find that he made an extensive search of the borough for an alternative site. The Devonshire Grove site was eventually identified as being the only suitable site. On 6 July 2017 the Council granted planning permission for a travellers' site for a period until 14 December 2018.
16. The proposals for all the occupiers and mobile homes on the Ilderton Road site can be summarised in the following table:

Plot number	Occupier	Proposal
21	Mary Corcoran and her son Martin Corcoran	The mobile home and tow caravan together with the occupiers will move to pitches C and D on the proposed site
23	Mary Ellen Corcoran	The mobile home will be moved forward by at least two metres and the occupier will move to alternative off-site accommodation
25	The plot is vacant	
27	Dianne O'Donnell	The mobile home will be moved forward by at least two metres. The occupier and her motor-home will move to pitch E on the proposed site
29	The plot is vacant	

43	Not known	Vacant possession is not required and the mobile home and the occupier will remain on site
45	Martin McDonagh	The mobile home will remain on site but will be hoarded off. The occupier will move to the portkabin to be installed on the proposed site
47	Catharina McDonagh	The mobile home together with the occupier will move to pitch B on the proposed site
49	Josephine Ward	The mobile home together with the occupier will move to pitch A on the proposed site

17. It will be seen that the Council does not intend to re-home Mary Ellen Corcoran on the proposed Devonshire Grove site and we will return to this omission in due course.

18. At this juncture it is appropriate to record that we have considerable sympathy for the position in which the respondents find themselves. They were originally told that the repairs could be completed whilst they remained on site. It is 12 years since the instability in the embankment was first identified and the respondents were told that it would have to be repaired. During the last year alone the start date for the repairs had been put back on at least three occasions although the last delay appears to have been at the respondents request to enable them to remain in their current homes over the Christmas period. Against this background it is perhaps not surprising that the respondents have little trust either in Network Rail's ability to complete the work on time or the Council's intention to adequately re-home them.

19. Notwithstanding the respondents' reservations Mr Newell's evidence as to both the start date and timing of the repairs was persuasive and we accept it. He said unequivocally: *"Network Rail Contractors are aware of the timescale and will be ready to start work on 15 January 2018 provided the site has been cleared. We expect the work to take 8-10 weeks and it is very unlikely that it will take longer this"*.

STATUTORY FRAMEWORK

20. It was common ground that the Mobile Homes Act 1983 ("1983 Act") applies to the existing agreements between the Council and the Respondents for the siting of their mobile homes on the Ilderton Road site. In that context Ms Greatorex and Mr Henderson agreed that the relevant statutory provisions are to be found in sections 2, 2A and 4 and paragraph

8 of Chapter 4 of Part 1 of Schedule 1 to the 1983 Act and they are recited in the schedule of relevant legislation.

21. Section 4 confers jurisdiction on this tribunal “to determine any question arising under this Act or any agreement to which it applies”. By section 2 the terms set out in Part 1 of Schedule 1 are incorporated into the agreements. Paragraph 8 allows for the re-siting of the mobile homes in limited circumstances and for specific periods.

Issues in dispute

22. The issues in this case are encapsulated by the following questions:-

- i. Had the respondents agreed to the re-siting of their mobile homes on the Devonshire Grove site?
- ii. Does the Council’s failure to provide Mary Ellen Corcoran with alternative accommodation preclude the making of an order for the re-siting of the mobile homes?
- iii. In deciding whether the proposed pitches are “broadly comparable” to the existing pitches can we have regard to the limited period of the proposed re-siting?
- iv. In any event are the proposed pitches “broadly comparable” to the existing pitches?
- v. Can we ensure the completion of the fitting out works, the payment of the dislocation allowances and the performance of the Council’s transport and parking proposals?
- vi. Is it “reasonable” for the mobile homes to be resited on the proposed pitches for the proposed period?
- vii. Would requiring the respondents to move to the Devonshire Grove site breach their rights under Article 8 of the European Convention on Human Rights (“ECHR”).

Reasons for our decision

Had the respondents agreed to the re-siting of their mobile homes on the Devonshire Grove site?

23. During the first day of the hearing Mr Kovats asserted that the respondents had not only agreed to move their mobile homes but had also agreed the terms upon which they would be moved. If that was correct it was difficult to understand that why the Council had made the application at all or conversely why it had not included Martin McDonagh as a respondent.

24. Mary Corcoran’ evidence on the second day of the hearing was more nuanced. She was adamant that no final agreement had been reached and to the extent that there may have been an agreement it was based on a mistaken belief that the council had an absolute right to “evict” the respondents. Although the respondents had received assistance from the

Southwark Travellers Action Group Ms Corcoran told us it was only after the meeting on 3 November 2017 that they obtained formal legal advice and realised they had the protection of the statutory provisions to which we have referred.

25. Having heard the evidence of both Mr Kovats and Ms Corcoran we find that there was no concluded agreement between the parties such that it could be said that the respondents had accepted both that the two sites were broadly comparable and that it was reasonable to move them to the Devonshire Grove site. That said it is apparent that negotiations continued over many months, that many of the respondents concerns were addressed by the Council and the parties came close to an agreement.
26. The tipping point seems to have been the Council's decision to reduce a dislocation allowance of £4,000 per resident to £1,000. As Mr Kovats explained there may well have been good reasons for the reduction but it had unsurprisingly ruptured any remaining trust that the respondents had in the Council's good faith. With the benefit of hindsight it may not have been a wise decision.

Does the Council's failure to provide Mary Ellen Corcoran with alternative accommodation preclude the making of an order for the re-siting of the mobile homes?

27. As observed, Mr Newell's evidence was unequivocal. The residents of 21, 23, 27, 45, 47 and 49 had to vacate before work could commence. Accommodation for 4 of the 5 respondents would be provided on the Devonshire Grove site. However there is no accommodation on the new site for Mary Ellen Corcoran. Mr Kovats initial evidence was that she had agreed to go and stay with friends. Mr Henderson who acts for the respondents said that Mr Kovats' evidence was not consistent with his instructions. By the end of the second day of the hearing Mr Kovats told us that the Council would provide suitable alternative accommodation for Mary Ellen Corcoran although no accommodation had been either identified or agreed.
28. In his skeleton argument Mr Henderson said that on that basis alone the application in respect of Mary Ellen Corcoran must fail. At the hearing he said that all 5 applications must fail because until Mary Ellen Corcoran was re-housed work could not commence and it would be unreasonable to require the other respondents to move when there was a distinct possibility that Rail Track could not start the work because Mary Ellen Corcoran remained in residence.
29. We remind ourselves that we do not have power to order any of the respondents either to vacate Ilderton Road or to move to Devonshire Grove. Our jurisdiction is limited to the re-siting of the mobile homes. That said Mr Henderson raises a practical problem. Nevertheless we are satisfied that it can be resolved by providing that the period of re-siting will only come into effect after Mary Ellen Corcoran has agreed to vacate her mobile home.

In deciding whether the proposed pitches are “broadly comparable” to the existing pitches can we have regard to the limited period of the proposed re-siting?

30. We consider the comparability of the two sites in the following section but for the time being it is sufficient to say that if the respondents were being requested to move to the Devonshire Court site on a permanent basis we would not consider it to be broadly comparable with the Ilderton Road site. On that basis Mr Henderson said that the applications must fail because in considering the test of broad comparability we could not take into account anything other than the physical characteristics of the two sites.
31. This reasoning rather overlooks the fact that a test of broad comparability in paragraph 8 applies to the pitches rather than the two sites. In applying the test Mr Henderson had regard not only to the wider physical amenities of the two sites but also to local amenities such as parking, schools and the Catholic Church. If they are to be taken into account we see no reason why the duration of the re-siting should not also be taken into account. We agree with Ms Greatorex that in applying the broad comparability test we can have regard to the factual matrix underpinning the case and that includes the timing of the proposed re-siting.

In any event are the proposed pitches “broadly comparable” to the existing pitches?

32. In terms of location the Devonshire Court Site is inferior to the Ilderton Road site. It is situated in a light industrial area and a faint smell from a nearby refuse and recycling centre permeates the air. That said the perceived advantages the Ilderton Road site are somewhat overstated. Although the other side of Ilderton Road is largely residential the rear of the site is dominated by a steep Embankment with a main railway line running to the east. The ground of Millwall Football Club is nearby and from our inspection it would seem that much of the areas to the north and east of the site beyond the footpath and railway line are light industrial.
33. The Devonshire Grove site lacks the amenity of an adjacent parade of mixed shops enjoyed by the Ilderton Road site. That said a large Aldi supermarket and a smaller parade of shops are within easy walking distance and the Old Kent Road offers reasonable transport facilities.
34. The distance between the two sites is approximately one mile. It will be more difficult for the respondents’ children to get to school and for Mary Corcoran to attend her local Catholic church which is less than 5 minutes walk from the Ilderton Road site. The Council have however sought to mitigate those disadvantages by arranging for free transport although the exact nature of the arrangements has not fully been explained to the respondents.
35. On the basis of our inspection the Devonshire Grove site is at least as large as the Ilderton Road site and we reject Mr Henderson’s suggestion that it is smaller. The perimeter fencing is stark and contrast unfavourably with the

green Embankment and trees on the Ilderton Road site. That however will be mitigated by the proposal to install a new playground and a number of stocked planters on the Devonshire Grove site.

36. There are five dedicated parking spaces on the Devonshire Grove site together with 6 bicycle stands for 12 bicycles. Ms Corcoran suggested that this compared unfavourably with the Ilderton Road site that she told us would accommodate up to 10 cars. Having inspected the site and whilst intending no disrespect to Ms Corcoran we have some difficulty in understanding how 10 cars could be parked on the site without blocking the driveway that bisects it. The provision of 5 dedicated parking spaces appears reasonable and in any event Mr Kovats told us that parking permits would be made available to the respondents so that additional vehicles could be parked locally.
37. In the Ilderton Road site each plot has the benefit of a brick building containing cooking, washing and sanitary facilities and on the basis of our inspection some of the respondents have extended these buildings to provide a dining room. On the Devonshire Grove site these facilities will be provided by 6 single toilet cubicles, 3 touring caravans for cooking and bathroom facilities and 3 communal laundry blocks, to be shared by the respondents and their families.
38. Taken together we agree with Mr Henderson that the amenities and facilities will be inferior to those currently enjoyed by the respondents on the Ilderton Road site although taken in the round we consider that the disadvantages have been exaggerated. We accept that if the respondents were being asked to move to the Devonshire Grove site on a permanent basis it would not be broadly comparable with the Ilderton Road site. That however is not what is being asked of the respondents. They will be at the Devonshire Grove site for a period of less than four months. On that basis we are satisfied and find that the proposed site is broadly comparable to the existing site.

Can we ensure the completion of the fitting out works, the payment of the dislocation allowances and the performance of the Council's transport and parking proposals?

39. The council has not yet completed the fitting out work to the Devonshire Grove site. For example neither the children's playground nor the stocked planters have been installed and the touring caravans have not been purchased. The respondents are concerned that this work may not be completed before they have to move to the proposed site. Mr Kovats told us that the cost of providing the proposed site will be in excess of £500,000 and the Council not unreasonably wishes to know that it can proceed before committing the whole of the projected expenditure.
40. Clearly the proposed site will not be broadly comparable until the fitting out work has been completed. This concern can be dealt with by providing that the period of re-siting will only come into effect after the fitting out work has been completed.

41. Not unnaturally the respondents are also concerned that the Council may not pay the dislocation allowances or provide the additional transport and parking facilities that have been promised. Again if these promises are not honoured the proposed site will not be broadly comparable.
42. At the hearing we canvassed the possibility making our determination conditional upon the Council's performance of these promises. Perhaps surprisingly Ms Greateorex agreed with Mr Henderson that we cannot attach conditions to our determination. Consequently we have not pursued the possibility. Nevertheless we have taken these promises into account and the respondents may at any time apply to us to consider whether they have been honoured.

Is it "reasonable" for the mobile homes to be re-sited on the proposed pitches for the proposed period?

43. In his skeleton argument Mr Henderson gave four reasons for asserting that it would be unreasonable to make an order. The first was that the Council had not specified the period of the re-siting. The second was that the Council had failed to demonstrate that the order was necessary.
44. Both these reasons fell away following Mr Newell's evidence. He said that the work will commence on 15 January 2018 and will be completed within 8 to 10 weeks. The period will expire on 30 April 2018, which allows for some slippage. Mr Newell is an engineer and there was no serious challenge to his evidence that the embankment is unstable and that the work is necessary: indeed Ms Corcoran accepted this.
45. The third reason was that there was no evidence either of the Council's internal decision making process or the delegated authority to apply for planning permission for the Devonshire Grove site. At the hearing Mr Henderson did not pursue the point and he was right not to do so. The application was validly made by the Council's legal team and the planning permission was included in the hearing bundle. There was no evidence of any procedural irregularity and in the absence of such evidence it is not for the Council to prove that none exists.
46. The final reason was that the respondents will be moved during the winter to pitches that will be more exposed to the elements. The Devonshire Grove site has a more open aspect but it will be surrounded by a perimeter fence with screening. Furthermore the current open aspect of the site will be mitigated when the stocked planters and touring caravans have been installed and the mobile homes that will be re-sited. We are satisfied that any increased exposure will be small and certainly not of an order that would make it unreasonable to make the order sought.

Would requiring the respondents to move to the Devonshire Grove site breach their rights under Article 8 of the European Convention on Human Rights ("ECHR").

47. In asserting that the proposed move would breach the respondents' rights under article 8 Mr Henderson relied on Buckley V United Kingdom (1997) 23 EHRR. 101 and Chapman v United Kingdom (2001) 33 EHRR. 18.

48. We do not find any assistance in either case. Both related not to the temporary re-siting of mobile homes but to local authority decisions to refuse planning permission to use land on a permanent basis for a caravan or mobile home.

49. There can be no doubt that respondents are entitled to the benefit of article 8 and we accept Mr Henderson's analysis that ultimately the issue is one of proportionality. In this case we have no doubt that the proposed re-siting for a period of less than four months is proportionate. Although it is difficult to assess the urgency of repairs that have been outstanding for many years it is apparent that the unstable embankment poses a risk to the respondents and their property as Ms Corcoran impliedly acknowledged when she accepted that the repairs are necessary. Indeed it could be said that leaving the respondents at risk on the Ilderton Road poses a bigger threat to their article 8 rights.

50. Consequently and for each of these reasons we are satisfied that there would not be a breach of the respondents' article 8 rights.

Conclusion

51. For each of the above reasons we are satisfied that it is appropriate to make the decision recorded at paragraph 1 above.

Name: Angus Andrew

Date: 14 December 2017

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Schedule of relevant legislation

2.— Terms of agreements.

(1) In any agreement to which this Act applies there shall be implied the applicable terms set out in Part I of Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement.

(2) The appropriate judicial body may, on the application of either party made within the relevant period, order that there shall be implied in the agreement terms concerning the matters mentioned in Part II of Schedule 1 to this Act.

(3) The appropriate judicial body may, on the application of either party made within the relevant period, make an order—

- (a) varying or deleting any express term of the agreement other than a site rule (see section 2C);
- (b) in the case of any express term to which section 1(6) above applies other than a site rule (see section 2C), provide for the term to have full effect or to have such effect subject to any variation specified in the order.

(3A) In subsections (2) and (3) above “the relevant period” means the period beginning with the date on which the agreement is made and ending—

- (a) six months after that date, or
- (b) where a written statement relating to the agreement is given to the occupier after that date (whether or not in compliance with an order under section 1(6) above), six months after the date on which the statement is given;

and section 1(8) above applies for the purposes of this subsection as it applies for the purposes of section 1.

(4) On an application under this section, the appropriate judicial body shall make such provision as the appropriate judicial body considers just and equitable in the circumstances.

(5) The supplementary provisions in Part 3 of Schedule 1 to this Act have effect for the purposes of paragraphs 8 and 9 of Chapter 2 of Part 1 of that Schedule.

(6) Subsections (2) to (4) do not apply in relation to a person occupying or proposing to occupy a transit pitch on a local authority gypsy and traveller site or a county council gypsy and traveller site.

(7) In subsection (6) “county council gypsy and traveller site”, “local authority gypsy and traveller site” and “transit pitch” all have the same meanings as in paragraph 1(4) of Chapter 1 of Part 1 of Schedule 1 to this Act.

4.— Jurisdiction of a tribunal or the court

(1) In relation to a protected site a tribunal has jurisdiction—

- (a) to determine any question arising under this Act or any agreement to which it applies; and
- (b) to entertain any proceedings brought under this Act 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) In relation to a protected site the court has jurisdiction—

(a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and

(b) to entertain any proceedings so arising brought under this Act 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).

CHAPTER 4

Agreements relating to permanent pitches on a local authority gypsy and traveller site or a county council gypsy and traveller site

8.—

(1) The owner is entitled to require that the occupier's right to station the mobile home is exercisable for any period in relation to another pitch forming part of the protected site or a pitch forming part of another protected site (“the other pitch”) if (and only if)—

(a) on the application of the owner, a tribunal is satisfied that the other pitch is broadly comparable to the occupier's original pitch and that it is reasonable for the mobile home to be stationed on the other pitch for that period; or

(b) the owner needs to carry out essential repair or emergency works that can only be carried out if the mobile home is moved to the other pitch for that period, and the other pitch is broadly comparable to the occupier's original pitch.

(2) If the owner requires the occupier to station the mobile home on the other pitch so that the owner can replace, or carry out repairs to, the base on which the mobile home is stationed, the owner must if the occupier so requires, or a tribunal on the application of the occupier so orders, secure that the mobile home is returned to the original pitch on the completion of the replacement or repairs.

(3) The owner must pay all the costs and expenses incurred by the occupier in connection with the mobile home being moved to and from the other pitch.

(4) In this paragraph and in paragraph 11, “essential repair or emergency works” means—

- (a) repairs to the base on which the mobile home is stationed;
- (b) repairs to any outhouses and facilities provided by the owner on the pitch and to any gas, electricity, water, sewerage or other services or other amenities provided by the owner in such outhouses;
- (c) works or repairs needed to comply with any relevant legal requirements; or
- (d) works or repairs in connection with restoration following flood, landslide or other natural disaster.