



## 2011 CHAPTER 12

### **PART 3**

#### **PROTECTION OF RESIDENTIAL OCCUPIERS FROM EVICTION AND HARASSMENT**

##### **Application of this Part**

**11.—(1)** This Part applies to any agreement (whether made before or after commencement) under which a person is entitled—

- (a) to station a caravan on a protected site and occupy it as that person's only or main residence; or
- (b) to occupy as that person's only or main residence a caravan stationed on a protected site.

(2) In this Part—

“residential agreement” means an agreement to which this Part applies;

“occupier” means the person entitled as mentioned in subsection (1)(a) or (b).

##### **Protection of occupiers against eviction and harassment**

**12.—(1)** A person is guilty of an offence if, during the subsistence of a residential agreement, that person unlawfully deprives the occupier of occupation on the protected site of any caravan which the occupier is entitled by the agreement to station and occupy, or to occupy, as the occupier's residence on that site.

(2) A person is guilty of an offence if, after the expiration or determination of a residential agreement, that person enforces, otherwise than by proceedings in the court, any right to exclude the occupier from the protected site or from

any such caravan as is mentioned in subsection (1), or to remove or exclude any such caravan from the site.

(3) A person is guilty of an offence if, whether during the subsistence or after the expiration or determination of a residential agreement, that person—

(a) does acts likely to interfere with the peace or comfort of the occupier or persons residing with the occupier, or

(b) persistently withdraws or withholds services or facilities reasonably required for the occupation of the caravan as a residence on the site,

and (in either case) that person intends to cause the occupier to do any of the things mentioned in subsection (5).

(4) The owner of a protected site is guilty of an offence if, whether during the subsistence or after the expiration or determination of a residential agreement—

(a) that person does acts likely to interfere with the peace or comfort of the occupier or persons residing with the occupier, or

(b) that person persistently withdraws or withholds services or facilities reasonably required for the occupation of the caravan as a residence on the site,

and (in either case) that person knows, or has reasonable cause to believe, that such conduct is likely to cause the occupier to do any of the things mentioned in subsection (5).

(5) The things referred to in subsections (3) and (4) are—

(a) to abandon the occupation of the caravan or remove it from the site, or

(b) to refrain from exercising any right or pursuing any remedy in respect of the caravan.

(6) References in subsection (4) to the owner of a protected site include references—

(a) to a person with an estate in the site which is superior to that of the owner;

(b) to an agent of the owner.

(7) References in this section to the occupier include references—

(a) to the person who was the occupier under a residential agreement which has expired or been determined, and

(b) in the case of the death of the occupier (whether during the subsistence or after the expiration or determination of the agreement), to any person then residing with the occupier being—

(i) the surviving spouse or civil partner of the occupier; or

(ii) if there is no surviving spouse or civil partner so residing, any member of the occupier's family.

(8) A person guilty of an offence under this section is liable—

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- (a) on summary conviction, to a fine not exceeding the statutory maximum or to imprisonment for a term not exceeding 6 months, or to both;
- (b) on conviction on indictment, to a fine or to imprisonment for a term not exceeding 2 years, or to both.

(9) In proceedings for an offence under subsection (1) or (2), it is a defence to prove that the accused believed, and had reasonable cause to believe, that the occupier of the caravan had ceased to reside on the site.

(10) In proceedings for an offence under subsection (4) it is a defence to prove that the accused had reasonable grounds for doing the acts or withdrawing or withholding the services or facilities in question.

(11) Nothing in this section applies to—

- (a) the exercise by any person of a right to take possession of a caravan of which that person is the owner, other than a right conferred by or arising on the expiration or determination of a residential agreement, or
- (b) anything done pursuant to the order of any court.

(12) Proceedings for an offence under this section may be instituted by the district council in whose district the site is situated.

### **Provision for suspension of eviction orders**

**13.—**(1) If in proceedings by the owner of a protected site the court makes an order for enforcing in relation thereto any such right as is mentioned in section 12(2), the court may—

- (a) suspend the enforcement of the order for such period not exceeding 12 months from the date of the order as the court thinks reasonable; and
- (b) if it does so, impose such terms and conditions, including conditions as to the payment of rent or other periodical payments or of arrears of such rent or payments, as the court thinks reasonable.

(2) Subsection (1)(a) is—

- (a) without prejudice to any power apart from this section to postpone the operation or suspend the execution of an order, and
- (b) subject to the following provisions of this section.

(3) The court may from time to time, on the application of either party—

- (a) extend, reduce or terminate the period of suspension ordered under subsection (1)(a), or
- (b) vary any terms or conditions imposed under subsection (1)(b),

but the court shall not extend the period of suspension for more than 12 months at a time.

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(4) In considering whether or how to exercise its powers under this section, the court shall have regard to all the circumstances, and in particular—

- (a) whether the occupier has failed, whether before or after the expiration or determination of the relevant residential agreement, to observe—
  - (i) any terms or conditions of that agreement,
  - (ii) any conditions of the site licence, or
  - (iii) any reasonable rules made by the owner for the management and conduct of the site or the maintenance of caravans on the site;
- (b) whether the occupier has unreasonably refused an offer by the owner to renew the residential agreement or make another such agreement for a reasonable period and on reasonable terms;
- (c) whether the occupier has failed to make reasonable efforts to obtain elsewhere other suitable accommodation for the occupier's caravan (or, as the case may be, another suitable caravan and accommodation for it).

(5) Where the court makes such an order as is mentioned in subsection (1) but suspends the enforcement of that order by virtue of this section, the court shall make no order for costs unless it appears to the court, having regard to the conduct of the owner or of the occupier, that there are special reasons for making such an order.

(6) The court shall not suspend the enforcement of an order by virtue of this section if—

- (a) no site licence is in force in respect of the site, and
- (b) paragraph 11 of the Schedule to the Caravans Act (exemption for sites owned by council) does not apply.

(7) Where a site licence in respect of the site is expressed to expire at the end of a specified period, the period for which enforcement may be suspended by virtue of this section shall not extend beyond the expiration of the licence.

(8) The power of the court under subsection (1) to suspend the enforcement of an order applies to any order made but not executed before commencement.

### **Supplementary**

**14.—**(1) In this Part “the court” means the county court.

(2) Section 12(1) of the Caravans Act (power of site occupier to take possession and terminate a licence or tenancy in case of contravention of section 1 of that Act) shall have effect subject to the foregoing provisions of this Part.

(3) Part 9 of the Rent (Northern Ireland) Order 1978 (NI 20) (protection against harassment and eviction without due process of law) shall not apply to any caravan stationed on a protected site.

**Changes to legislation:**

There are currently no known outstanding effects for the Caravans Act (Northern Ireland) 2011, PART 3.