Oxfordshire & Buckinghamshire

Gypsy & Traveller Services

Working for you

OXFORDSHIRE COUNTY COUNCIL
www.oxfordshire.gov.uk

Oxfordshire County Council's Pitch Agreement Policy

All residents residing on an Oxfordshire County Council managed site will sign a Pitch Agreement agreeing to abide by the site rules, a copy of which is given to the resident.

If the behaviour of a resident contradicts the agreement the matter will be dealt with in a swift and forceful manner in order to maintain the smooth running of the site where residents can reside in a safe and harmonious environment.

If a resident constantly breaches the Agreement the course of action will lead to eviction.

Mobile Homes Act 1983
Enforcement of Tenancy Breaches

- Must have a robust Written Statement / Pitch Agreement (WS / PA).
- Ensure the WS / PA has been fully sanctioned by your legal team and that they have a copy.
- Parts 3 & 4, must highlight what you think the breaches will be.
- Ensure the tenant fully understands the contents of the WS / PA especially Parts 3 & 4.
- The WS / PA is signed and dated by both the tenant and the Traveller Site Manager / Officer (TSM / TSO).
- The WS / PA is photocopied with the tenant being given the original.
- The contents of the WS / PA will be quoted in all correspondence to those who breach it!

The procedures for dealing with constant minor and major Pitch Agreement breaches and physical assaults to OBGTS Staff or contractors are as follows:

- Minor Breach:

  Verbal warning from TSM.
  Warning letter from TSM.
  Warning letter from OBGTS Manager.
  Warning letter from legal services.
  Repossession proceedings.

- Major Breach:

  Verbal warning from TSM.
  Warning letter from OBGTS Manager.
  Warning letter from legal services.
  Repossession proceedings.

- Physical Assault on OBGTS Staff or Contractors

  Verbal warning from TSM.
  TSM informs OBGTS Manager and Police.
  OBGTS Manager informs legal services.
  Repossession proceedings.

Types of WA / PA Breaches

- Rent, Electricity or Water arrears.

Dear

I am writing with regards to your rent / water arrears, which as of (day/date/year) stands at £…….

I must remind you that it is a condition of your Pitch Agreement PART 3, IMPLIED TERMS (paragraph 19 a-b) that:

<u>OCCUPIERS OBLIGATIONS</u>

19. *The occupier shall:*
(a) pay the pitch fee to the owner;
(b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;

I would be grateful if you would make arrangements for repayment. We will be happy to make an agreement for you to pay in regular instalments if you cannot manage the whole sum at once.
It may be advisable to visit your housing benefit office if you would like to make a new claim or if you are having financial difficulties, I would advise you to contact the Citizens Advice Bureau or a solicitor.
If no attempt at repayment is made within four weeks of the date of this letter, I shall refer the matter to the Gypsy and Traveller Services Manager for further action.

Yours sincerely

Traveller Site Manager

Dear

Further to the letter from the Traveller Site Manager dated…….. I am writing with regard to your rent / water arrears, which as of (day/date/year) stands at £……

No attempt at repayment has been made to date. This is a serious matter and I must remind you, again, that it is a condition of your Pitch Agreement PART 3, IMPLIED TERMS (paragraph 19 a-b) that:

OCCUPIERS OBLIGATIONS

19. *The occupier shall:*
(a) pay the pitch fee to the owner;
(b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;

As you were advised in the previous letter from the Traveller Site Manager, if you are in financial difficulties, then you may wish to contact the Citizens Advice Bureau. We will be happy to agree a plan for payment in regular instalments if you are unable to pay the total sum owing immediately.
If no attempt at repayment is made within four weeks of the date of this letter, I shall refer the matter to the Council's solicitors. Please note that any legal costs will be added to the sums you owe.

Yours sincerely

Gary Brewer
Oxfordshire & Buckinghamshire Gypsy & Traveller Services Manager

							Arrears Breakdown					
Site Name	**Plot No**	**Name**	**Verbal Warning Date**	**TSM Warning Letter Sent**	**Manager Warning Letter Sent**	**Date Forwarded to Legal**	**Rent**	**Electric**	**Water**	**Legal Letter Sent**	**NTQ Date**	**Notes**
RB	23	Ms Smith	1st June 11	29th June 11	27th July 11	24th Aug 11	£186.00	£89.00	£0.00	30th Aug 11	NFA	Paid in Full
Benson	1	Ms McDonagh	4th July 11	1st Aug 11	NFA	NFA	£248.00	£0.00	£0.00	NFA	NFA	Paid in Full

Types of WA / PA Breaches

- Rent, Electricity or Water arrears.
- Visitors and overcrowding.

Dear

I am writing with regard to your *[brother, sister, mother etc],* whose caravan has now been on your plot for some considerable period of time. Whilst pitch holders are of course at liberty to have visitors, we cannot allow visitors to turn into permanent residents. I would also remind you that your Pitch Agreement PART 4, EXPRESS TERMS paragraph 5.0.3 states:

"You must not park any other caravans/mobile homes on your plot/pitch without the permission of the Council"

I would ask you to ensure your visitors departure by *[date]*, failing which I
[If appropriate] understand that *[name]* wishes to apply for a pitch, and that you have been given an application form for *[him/her]*. You should note that *[his/her]* application will not be considered if he remains on the site without permission.
Yours sincerely

Traveller Site Manager

Types of WA / PA Breaches

- Rent, Electric and Water arrears.
- Visitors and overcrowding.
- Behaviour: *intimidation, obstruction, any physical or verbal abuse, threats or harassment.*

Dear

I am writing with regard to your *[or your son/daughter's]* behaviour on *[date]* when
.....
.....

I must remind you that it is a condition of your Pitch Agreement PART 4 EXPRESS TERMS (Paragraph 16, **Dealing with Council Employees, the Council's Agents, and the Police)** that;

16.0.1 You must ensure that you, members of your family, lodgers, and anyone living with or visiting you (including children), co-operate with Council employees, their agents and the Police.

16.0.2You must never subject them, or cause them to be subjected to, intimidation, obstruction, any physical or verbal abuse, threats or harassment in any location including the employee's home, at any time whether during their work or otherwise.

(a) Physical abuse includes any actual or threatened assault, attack violent act or aggression.
(b) Verbal abuse includes any act that is unreasonable and/or unlawful or which is intended or likely to alarm, distress or intimidate.
(c) Harassment includes any (but is not limited to) racist behaviour or racist language, damaging or threatening to damage property belonging to Council employees or their agents, breaking into home or vehicle owned by Council employees or their agents.

16.0.3 You and anyone living with you or visiting you must not do anything which in the opinion of the Council interferes with, prevents, obstructs or makes more difficult the work of the Council, its agents, its employees. You must allow the Council, its agents and employees, immediate access when required urgently and, at all other times following a period of reasonable notice.

In the event of any further incidents of this nature, I shall refer the matter to the Gypsy and Traveller Service Manager.
Yours sincerely

Traveller Site Manager

Types of WA / PA Breaches

- Rent, Electric and Water arrears.
- Visitors and overcrowding.
- Behaviour: *intimidation, obstruction, any physical or verbal abuse, threats or harassment.*
- Alterations and damage.

Dear

I am writing with regard to the fact that you have *[altered boundary/taken down fencing/wall/removed gate etc]* on your plot without permission. I must remind you that it is a condition of your Pitch Agreement PART 4 EXPRESS TERMS (paragraph 4) that:

4. ALTERATIONS AND DAMAGE

*4.0.1You must **not** carry out **any** alteration to any area of the site or to your individual plot/pitch without the permission of the Council. The Council's permission will not be unreasonably withheld. This includes any alteration or removal of any items such as fences, gates or barriers. The Council will require you to pay for any alterations, changes or damage you cause, or which you allow or incite to be caused without the permission of the Council.*

*4.0.2 You must **not** erect any structures on your plot/pitch or anywhere else on the site without the permission of the Council. The Council's permission will not be unreasonably withheld.*

4.0.3 You will be required to pay for the following in cases where you have been the cause, or where the cause has been people living with you (temporarily or permanently) or people visiting you, including children:

(a) damage to any entrance way/area to the site, buildings, structures, fences, walls, paths, roadways, barriers, trees, shrubs or similar structures;

I must ask you to *[restore/replace the fence/boundary/gate etc]* by *(day/date/year)*, failing which I shall need to refer the matter to the Gypsy and Traveller Service Manager.

Yours sincerely

Traveller Site Manager

Types of WA / PA Breaches

- Rent, Electric and Water arrears.
- Visitors and overcrowding.
- Behaviour: *intimidation, obstruction, any physical or verbal abuse, threats or harassment.*
- Alterations and damage.
- Loose dogs.
- Burning.
- Fly Tipping.
- Etc, Etc.

Thank you for listening
Any Questions?

Working for you

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