

19 January 2024

Our Ref: EIR 269

Request

We received your request on 17 January 2024 for the following information:

Researching provision of transit sites for Gypsies and Travellers (and transit pitches on permanent sites) situated on land which is owned and/or managed by public authorities throughout the UK

Your request has been handled under the Environmental Information Regulations 2004 (EIR).

Our response

By way of context, the Race Relations (NI) Order 1997 identifies the Irish Traveller community as an ethnic minority thereby making it unlawful for members of the community to be discriminated against on the basis of their ethnicity.

In 2003, the strategic role and responsibility for the provision of accommodation for Irish Travellers was transferred from local District Councils to the Housing Executive under the Housing (NI) Order 2003.

1. Does this local authority own and/or manage any transit sites OR transit pitches situated on permanent sites?

If 'yes,' please continue to answer the following questions below.

Yes. As noted in the cover email with your request, local authorities in Northern Ireland are not responsible for Irish Travellers accommodation, the Housing Executive, as the strategic regional housing authority has that responsibility.

2. How many

a) transit sites, and/or

b) transit pitches are there in total in your local authority area?

The Housing Executive owns two Transit sites. Ballyarnett, Derry/Londonderry is an 11 pitch site. Greenbrae in Strabane is a 6 pitch site.

3. Of these transit pitches, on the 16th November 2023, how many were:

- a) occupied**
- b) vacant?**

On 16th November 2023 the Ballyarnett site was occupied, the Greenbrae site was vacant.

4. What is the name and full address of each transit site, and/or permanent site containing one or more transit pitch(es), within your jurisdiction?

- Ballyarnett Park, Racecourse Road, Londonderry
- Grenbrae Park, Branch Road, Strabane

5. What are the criteria which must be met to be allocated a pitch on a transit site, or a transit pitch on a permanent site (if you have an allocation policy for one or both types of site, please can you share copies via email)?

There is no specific allocations policy for transit sites. Please see sign up documentation for transit sites included with this response which sets out the conditions which must be agreed to by persons wishing to make use of a site.

6. What is the process by which people can apply for a transit pitch, and what are the contact details for applying for a pitch (e.g., list telephone number of site warden, and/or online form, depending on specific site arrangements)? And;
a) What are the operational hours on site?

b) Are staff always on site?

c) Is there weekend cover?

Applications can be made by contacting or presenting in person any NIHE Local Office. Sites are managed by NIHE Local Office staff. An Out of Hours service is provided outside office hours. Contact details for Housing Executive Local Offices are available on our website. [Housing Executive Office Locations](#)

7. What is the maximum length of time for which people are permitted to stay on the transit site(s)/pitch(es)?

Transit pitches are allocated for a maximum 28-day period. This can be renewed twice.

8. Please indicate how each transit site the local authority owns/manages is managed day to day, e.g.:

- **Managed in-house by your local authority which owns the site (please provide details)**

- **Managed by another local authority within your jurisdiction, e.g., a district or borough council on behalf of a county council (please provide details)**
- **Outsourced to a separate housing provider or similar (please provide details)**
- **Managed by a security company (please provide details)**
- **Leased to a named individual, who may themselves live on the site (please provide details)**
- **Named person who manages them and contact details (please provide details)**

The Housing Executive's transit sites are managed in-house. The location of each site determines which Housing Executive Local Office manages the site on a day-to-day basis. All sites have a patch manager, warden and maintenance manager which is overseen by a Traveller Liaison Officer.

9. Have the police used Section 62a-e (Criminal Justice and Public Order Act 1994) to direct people to the site?

The Housing Executive holds no information meeting the description of your request. The Police Service of Northern Ireland may be able to advise you in respect of this portion of your request.

10. How much are the costs for:

- a) rent for a pitch?**
- b) a deposit to secure a pitch?**

There is currently no rent charge for a transit pitch in Northern Ireland.

11. Are there any additional utility costs not included in the nominal rent amount for which residents are liable? Please provide details (e.g., water, electricity, other utilities).

There are no additional utility costs.

12. Is there a license agreement or another form of written contract for stays on the site, and if so, please can you share a copy?

Please see documentation enclosed with this response.

13. What facilities and services operate on the site? Please list, for example:

- **Traveller education**
- **Health visitor**
- **Support services**
- **Meeting room to hold interviews**
- **CCTV**
- **Height restrictor/gate**

Support Services do not operate directly on either site. The Patch Manager will support and direct families to all necessary support services. Meeting rooms can be made available upon request and if height restrictors or gates are requested the Housing Executive will seek to provide as necessary. The Housing Executive does not operate CCTV on any of our sites.

14. Does the local authority accept welfare benefit payments to cover rent for transit pitches, or transit sites?

There is currently no rent charge for a transit pitch in NI

15. Have there been any difficulties with setting up Universal Credit or Housing Benefit payments to cover rent for a transit pitch? If so, please outline these.

N/A

16. Following a stay on a transit site or transit pitch, is there a certain time period on each site before which those who have vacated are permitted to return to the transit site or pitch? If so, please specify.

There is no time period before which those who have vacated may return to the site.

17. Have there been changes made to individual site policies, with regard to the amount of time before which those who have vacated are permitted to return to the transit site or pitch, since the introduction of the Police, Crime, Sentencing and Courts Act 2022 (if applicable in your area)? If so, please provide details.

N/A

This concludes our response.

SCHEDULE Written Statement Under the Caravans Act (Northern Ireland) 2011 Required to be Given to a Proposed Occupier of a Transit site pitch

IMPORTANT—PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOME ON A PROTECTED SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU).

Part 1 Information About Your Rights

The Caravans Act (Northern Ireland) 2011

1

You will be entering into an agreement with a site owner which will entitle you to keep your mobile home on the site owner's land and live in it as your home. You will automatically be protected and given certain rights under the Caravans Act (Northern Ireland) 2011. These rights affect in particular your security of tenure, the sale of your home and the review of the pitch fee.

Express terms

2

The express terms that are set out in Part 2 of this statement will apply to you.

Implied terms

3

Section 9 of Part 2 to the 2011 Act contains implied terms which will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which the 2011 Act applies. These terms are contained in the annex to Part 3 of this statement.

Unfair terms

4

If you consider that any of the express terms of the agreement (as set out in Part 3 of this statement) are unfair, you can, in accordance with the provisions of the Unfair Terms in Consumer Contracts Regulations 1999 complain to the Office of Fair Trading or any qualifying body under those Regulations.

Disputes

5

If you have a disagreement with your site owner about rights or obligations under your agreement, or the 2011 Act more generally, and you are unable to resolve the matter between yourselves you can refer the matter to the court.

6

Your site owner can only terminate your agreement on the grounds specified in the express terms. You cannot be evicted from the site without an order from the court. If you are notified of termination proceedings and you wish to take legal advice, you should do so promptly.

Arbitration

7

You can agree in writing with your site owner to refer a particular dispute to arbitration.

Part 2 Particulars of the Agreement

1

The Caravans Act (Northern Ireland) 2011 will apply to the agreement.

Parties to the agreement

2

The parties to the agreement will be—

.....

(insert name and address of mobile home occupier)

**Northern Ireland Housing Executive , Housing Centre , 2 Adelaide Street ,
Belfast . BT2 8PB**

Start date

3

The agreement will begin on *(insert date)*

Particulars of the pitch

4

The particulars of the land on which you will be entitled to station your mobile home are

.....
.....
.....

Site owner's interest

5

The site owner's estate or interest in the land will end on

.....

(If this statement applies insert date);

Or

The site owner's planning permission for the site will end on.....

(If this statement applies insert date)

This means that your right to stay on the site will not continue after either of these dates unless the site owner's interest or planning permission is extended.

(If only one of these statements apply, cross out the words that do not apply. If neither of these statements apply, delete this paragraph.)

Pitch fee

6

The pitch fee will be payable from *(insert date)*

The pitch fee will be payable weekly

The pitch fee is.....

The following services are included in the pitch fee—

Water

Sewerage

.....

.....

(Cross out the services which are not included and add any others which are included in the pitch fee)

Review of pitch fee

7

The pitch fee will be reviewed annually from the commencement date of this agreement.

PART 3 Express Terms of the Agreement

This part of the written statement sets out other terms of the agreement which may be agreed between you and the site owner in addition to the implied terms. These are found at appendix 1 of this agreement

PART 4 Implied Terms of the Agreement

This Appendix sets out the implied terms which automatically apply to the agreement. These are found at appendix 2 of that agreement. For the purposes of the statute NIHE is called the “owner” and you are called the “occupier”

APPENDIX 1 Express Terms- this is your agreement with NIHE.

TRANSIT- LICENCE TO OCCUPY

PRELIMINARIES

1. The Executive agrees to grant the Licensee a licence from day to day, up to a maximum period of 3 months from the date of this Licence, for the keeping of his/her caravan on the Site, subject to the terms and conditions set out below.

DEFINITIONS

In these conditions:-

“District Manager”

means the Housing Executive’s District Manager in charge of the Site in which the Pitch is located or any other person authorised, in writing, by the Executive’s District Manager, to carry out these functions under this Agreement.

“Pitch”

means the individual area allocated to each Licensee.

“Site”

means the area known as the Traveller Transit site at _____ which

provides Traveller families with a temporary base to park their caravan, and includes the provision of * electricity, water and toilet facilities. (* delete as appropriate)

NOW IT IS AGREED AS FOLLOWS:

1. (i) The Executive grants the Licensee a licence to occupy such a pitch in the Site as the Executive in its discretion shall determine but does not grant any right of exclusive occupation of any part of the Site to the Licensee.

(ii) The Executive shall have access at all times to the Pitch.

- (iii) The Executive shall be entitled on notice to move the Licensee and his/her family from the Pitch to any other alternative pitch not necessarily at the Site.
- (iv) The Executive has no responsibility for the security, safety or condition of the Licensee's personal property or belongings or that of his/her family.

THE LICENSEE AGREES:

- 2. (i) To pay to the Executive promptly on demand a daily charge of £
.
The Licensee shall be responsible for the cost of all electricity, where provided, used within the Pitch which shall be purchased by means of a card available on payment of the appropriate charge.
- (ii) To keep the Pitch in a clean and tidy condition and to deliver same in a clean and tidy condition at the termination of this Licence.
- (iii) To keep all communal areas in a clean and tidy condition
- (iv) To place all domestic or other refuse in the appropriate bins provided on the Site for this purpose.
- (v) To cause no damage to the Pitch or Site. For the avoidance of doubt this includes the toilet facilities, electricity, water supply, fire fighting equipment and any refuse collection facilities.
- (vi) Not to keep any horse(s), donkey(s) or other non-domestic animal(s) on the Pitch or on the Site, or on any other land belonging to the Executive in the neighbourhood of the Site, without the consent of the District Manager.
- (vii) Not to keep more than one domestic pet on the pitch and/or Site without the consent of the District Manager and to keep any such pet under control.
- (viii) Not to do or permit or suffer to be done within the Pitch, or within the Site, or within the neighbourhood of the Site, any act or thing causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality.
- (ix) To ensure that care is taken to avoid causing fire or creating other hazards which would endanger other persons in the Site

- (x) Not to park or permit or suffer to be parked on the Pitch, more than one caravan and not to park any other caravan on the Site without the consent of the District Manager.
- (xi) Not to park or permit or suffer to be parked more than two vehicles on the Pitch or any other vehicle on the Site without the consent of the District Manager.
- (xii) To use the caravan only as accommodation for himself/herself and members of his/her family.
- (xiii) Not to use the Pitch and or Site to carry out any trade or business or to keep scrap metal or similar materials on the Pitch or Site.
- (xiv) To be solely responsible for the security and safety of all his/her personal property and belongings and that of his/her family.
- (xv) To remove all his/her personal property and belongings and that of his/her family from the Pitch and Site at the termination of this Licence.
- (xvi) To indemnify and keep indemnified the Executive against all claims for death, personal injuries, loss and damage, howsoever arising from the granting of this Licence to you.

IT IS FURTHER AGREED AND DECLARED AS FOLLOWS:-

- 3. (i) Nothing contained in this Licence shall be construed as creating a demise or tenancy or any estate or interest in the Licence greater than a Licence on its terms.
- (ii) This Licence is personal to the Licensee for himself/herself (and his/her wife/husband/partner and children) only and shall not be capable of being assigned or otherwise disposed of.
- (iii) Should the Licensee breach any term of this Licence, this Licence may be terminated immediately. That is to say without notice
- (iv) In other circumstances, this Licence shall cease and determine by the Executive giving 24 hours notice in writing to the Licensee. Notice terminating the licence may be served on the Licensee either personally or by leaving it with some person over the age of sixteen years resident on the Pitch or by posting it in a prominent position on the Pitch.

- (v) If the Licensee removes his/her caravan from the Site for a period in excess of 24 hours and in the absence of the District Manager's consent this Licence shall be deemed to be terminated in those circumstances
- (vi) If the Licensee fails to remove any personal property or belonging of his/her family from the Pitch or the Site at the termination of this Licence the Executive shall dispose of them by way of sale or otherwise and shall be entitled to retain the proceeds of the sale to offset any expenses arising from that failure.

I have read the terms and conditions of this Licence and agreed to be bound by them.

Dated _____

Signed _____

APPENDIX 2 Implied Terms under Section 9 Caravans Act (Northern Ireland) 2011

Implied terms as to consultation with occupiers' association

9—(1) In any seasonal agreement there shall be implied the terms set out in subsections (3) and (4) (read with subsections (5) and (6)); and this subsection shall have effect notwithstanding any express term of the agreement.

(2) If the owner fails to comply with those terms, the occupier may apply to the court for an order requiring the owner to comply with those terms.

(3) The owner shall consult a qualifying occupiers' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the caravan site which may affect the occupiers either directly or indirectly.

(4) For the purposes of consultation the owner shall give the association at least 28 days' notice in writing of the matters referred to in subsection (3) which—

(a) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and

(b) states when and where the association can make representations about the matters.

(5) For the purposes of subsection (3) an association is a qualifying occupiers' association in relation to a caravan site if—

(a) it is an association representing the occupiers of caravans on that site;

(b) at least 50% of the occupiers of the caravans on that site are members of the association;

(c) it is independent from the owner, who together with any agent or employee of the owner is excluded from membership;

(d) subject to paragraph (c), membership is open to all occupiers who own a caravan on that site;

(e) it maintains a list of members which is open to public inspection together with the rules and constitution of the association;

(f) it has a chairman, secretary and treasurer who are elected by and from among the members;

(g) with the exception of administrative decisions taken by the chairman, secretary and treasurer acting in their official capacities, decisions are taken by voting and there is only one vote for each caravan;

(h) the owner has acknowledged in writing to the secretary that the association is a qualifying occupiers' association or, in default of this, the court has so ordered.

(6) When calculating the percentage of occupiers for the purpose of subsection (5)(b), each caravan shall be taken to have only one occupier and, in the event of there being more than one occupier of a caravan, its occupier is to be taken to be the occupier whose name first appears on the agreement.

