

## HOUSEBOAT CERTIFICATES INFORMATION, May 2014

### 1. What is the definition of a Houseboat?

A Houseboat is defined as a boat whose predominant use is for a purpose other than navigation and which, if required for the purpose, has planning permission, for the site where it is moored. A Houseboat may be used for navigation from time to time provided it does not become its predominant use. Houseboat Certificates are generally associated with a particular Canal & River Trust long term mooring permit and carry with them a limited right of assignment of the mooring permit.

Note that this is not the same the definition used by HMRC for VAT purposes<sup>1</sup>

### 2. What's the difference between a standard Pleasure Boat Licence and a Houseboat Certificate

These are alternative forms of licence for keeping a boat on our waterways. The terms and conditions – i.e. your obligations and ours – are essentially the same. You may opt for a houseboat certificate if the predominant use of your boat is NOT for cruising – for example, it is your home and you keep it on a long term mooring.

The main reason why you might want to consider a Houseboat Certificate instead of a standard licence is that, providing you hold a permit issued by the Trust for a long term residential mooring, you gain a limited right of assignment of the permit as and when you decide to sell your boat. The permit and Houseboat Certificate must run concurrently with the same expiry dates.

### 3. Tell me more about assignability of mooring permits

Long term mooring agreements are specific to an individual, not to a particular boat. This applies widely and not only on Canal & River Trust moorings.

The 1971 and 1995 Acts enable a licence holder to assign the unexpired portion of their Houseboat Certificate to the new owner of the boat when it is sold, subject to our consent. This means that if you sell your boat with (say) three months licence and mooring permit left, the new owner can make use of these. We can withhold consent under certain conditions – for example, if you or the new owner has a history of not complying with licence terms. The conditions are listed in the mooring agreement<sup>2</sup>

Over many years, it was our practice to allow assignment not only until the expiry date, but then to also permit the new owner to renew, thus enabling a succession of owners to sell a boat at its mooring. This was more generous than the provisions contained in the statute (which provides for assignment only of the remaining portion of the certificate). This practice ceased in 2012.

### 4. I paid a premium for my boat because it had a mooring permit – are you saying that I will not be able to recoup that when I come to sell?

NO. If you purchased your boat on its mooring and were assigned the mooring permit with our consent, you in turn will be permitted to assign the mooring permit when you come to sell your boat – subject the reasonable conditions mentioned above. We may ask you for evidence that the assignment was made with our consent.

### 5. So what does 'assignment of the unexpired portion' of the permit mean?

Simply that they may remain on the previous owner's mooring until its permit expires. At that point, they may apply via our [mooring sales website](#) for the vacancy, or move away from the site.

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<sup>1</sup> HMRC Reference Notice 701/20 (April 2012) 7.1 What is a houseboat? A houseboat is defined for the purposes of VAT as being a floating decked structure which is designed or adapted for use solely as a place of permanent habitation and which does not have the means of, and which is not capable of being readily adapted for, self-propulsion.

<sup>2</sup> See <http://canalrivertrust.org.uk/about-us/consultations/completed-consultations> - foot of page, in particular [Proposed mooring agreement for holders of houseboat certificates](#). This is pending publication as a Canal & River Trust document by our commercial moorings team.