



**First-tier Tribunal
Property Chamber
(Residential Property)**

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| Case reference | : | CAM/22UL/PHI/2019/0002 |
| Site | : | Hockley Park, Lower Road, Hockley, Essex SS5 5NQ |
| Park Home address | : | 59 Hockley Park |
| Applicant | : | Tingdene Parks Ltd. |
| Respondent | : | Leonard Mitty (described as Mr. L. Mitty in the application) |
| Date of Application | : | 21st December 2018 |
| Type of application | : | to determine pitch fee for the address |
| The Tribunal | : | Bruce Edgington (lawyer chair) Mary Hardman FRICS IRRV (Hons) |

DECISION

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1. The Tribunal determines that the annual pitch fee for the pitch known as 11 Hockley Park as from 1st October 2018 is £2,187.72.

Reasons

Introduction

2. The Respondent is the occupier of the park home known as 59 Hockley Park placed on the pitch forming part of the Applicant's park home site at Hockley Park, Lower Road, Hockley, Essex and he has not agreed to an increase in pitch fees for 2018 in line with the Retail Prices Index ("RPI"). The site owner must therefore apply to this Tribunal if it is to obtain an increase in pitch fee. There does not appear to be any dispute that the annual review date for pitch fees is on 1st October.
3. On the 27th July 2018, a letter was written to the Respondent, explaining that following a pitch fee review, as from the 1st October 2018 the pitch fee would be increased in line with RPI in June 2018 being the month before the letter, i.e. 3.4%, in accordance with the Office for National Statistics figures produced at page 57 in the bundle supplied to the Tribunal for this determination.

4. The Tribunal issued a directions Order on the 4th January 2019 ordering the Respondent to file and serve any statement of case. The Order also said that the Tribunal was content to deal with this matter by considering the papers only, to include any representations from the parties, and would do so on or after 28th February 2019 unless any party requested an oral hearing which would then be arranged. No such request was received.

The Occupation Agreement

5. A copy of such agreement has been produced which seems to comply in all material respects with those terms imposed by the **Mobile Homes Act 1983** (“the 1983 Act”).
6. The express and Statutory terms are intended to provide protection to park home owners because the site owner is perceived to have the ‘upper hand’ in an unequal negotiating position. As far as pitch fees are concerned, the provisions are quite straightforward. The initial pitch fee is negotiated between the parties and the site owner can only increase the pitch fee annually with the agreement of the occupier or with the permission of this Tribunal.
7. There can be an annual review of the pitch fee. If there is, notice then has to be given to the occupier of the result of that review within certain time constraints set out in the agreement prior to the ‘review date’. Certain statutory information has to be served on the occupier in addition to the notification of the result of the pitch fee review.
8. As to the pitch fee set out in the agreement, this is a contractual matter. This Tribunal has no power to interfere with what was agreed. Unlike the jurisdiction of this Tribunal to assess fair and open market rents, there is no suggestion in the 1983 Act that the Tribunal starts a *de novo* consideration of the open market position with regard to pitch fees either on the same site or other sites.
9. As to the amount of any increase or decrease in the pitch fee, the starting point is that regard shall be had to the RPI. Schedule 1, paragraph 20 of the 1983 Act goes further than this by saying that there is a presumption that the pitch fee will increase no more than the RPI.
10. Upon application, the Tribunal has to determine 2 things. Firstly that a change in the pitch fee is reasonable and, if so, it has to determine the new pitch fee. There is no requirement to find that the level of the pitch fee is reasonable.
11. There are other matters which may be taken into account, depending on the circumstances, i.e. monies spent on the site by the site owner, whether there has been a reduction in the ‘amenity’ of the site since the last increase and any other statutory requirement. None is relevant to this application.

Site Inspection

12. As no-one had raised any issues which required an inspection of the site or the pitch, none was arranged in this case.

The Respondent's case

- 13. Mr. Mitty wrote to the Tribunal on the 10th January, 2019, challenging the new pitch fee and suggesting that it should be reduced. He describes his park home as being a *“single one bedroom mobile home which is of course my own choosing on a very small plot that is situated on a very tight corner so my side and front gardens are both roadside, therefore cannot be used for normal garden pleasure and enjoyment”*.
- 14. He then describes his gardens as being small and with no privacy. He compares his pitch and park home with two and three bedroom homes which, he says, have *“room enough for two off road vehicles and very large gardens, some even back onto a large wooded area which gives them even more garden and privacy”*.
- 15. A director of the Applicant, Jeremy Pearson, has provided a written statement dated 1st February 2019 in which he comments on Mr. Mitty’s case by pointing out that he, Mr. Mitty, agreed to pay £1,992.24 per annum when he entered into his occupation agreement on 21st November 2014. Since then he says, the pitch fee has only risen in line with RPI and neither his park home nor the pitch has changed.

Conclusions

- 16. As to whether a change in the pitch fee is reasonable, the Tribunal is conscious of the wording of the 1983 Act as mentioned above i.e. that the starting point is a change in line with the RPI. Where, as in this case, there has been a change in RPI, one is almost bound to conclude that a change is reasonable. The Tribunal does so find in this case.
- 17. There does not seem to be any dispute that the formalities imposed by the 1983 Act as to the undertaking of a pitch fee review, the service of notice of increase plus statutory information and the time limits for the application to this Tribunal have been complied with. Thus the Tribunal accepts that they have all been complied with.
- 18. Unfortunately for Mr. Mitty, this Tribunal does not have the ability to look at other pitch fees in order to determine whether this one is reasonable or fair. As has been said, it looks at the pitch fee agreed at the outset and then looks at the provisions in the 1983 Act as described above. In essence, they say that the starting point is RPI. Only such matters as the money spent by the site owner or a reduction in the amenity of the site since the last review date are relevant.
- 19. The Tribunal therefore concludes that the pitch fees shall be increased in accordance with RPI as from 1st October 2018 as set out in the decision above.

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Bruce Edgington
Regional Judge, 28th February 2019

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.