



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **CHI/19UD/PHC/2019/0007**

Property : **Premises: 13 Hillbury Park, Hillbury Road, Alderholt, Fordinbridge, Hampshire SP6 3BW**

Applicant : **Eileen Carole Bird**

Respondent : **John Romans Park Homes Ltd**

Type of Application : **Section 4 Mobiles Homes Act 1983: Application by occupier for determination of a question arising under the Act.**

Tribunal Member : **Judge M Davey**

Date of Decision with reasons : **14 October 2019**

Decision

1. In accordance with section 2 and paragraph 22 (b) of Chapter 2 of Schedule 1 to the Mobile Homes Act 1983, the Respondent is required to provide the Applicant with the details requested, with regard to demands received from the Respondent in respect of electricity and water charges in 2018 and 2019.
2. The Tribunal orders, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, that the Respondent reimburse to the Applicant the fee of £100 paid by her to the Tribunal.

Reasons for decision

The Application

3. These are the reasons for decision of the First-tier Tribunal (Property Chamber)(Residential Property) (“the Tribunal”) in respect of an application (“the Application”) to the Tribunal under section 4 of the Mobile Homes Act 1983 (“the 1983 Act”).
4. The Application, which is undated, was for a declaration from the Tribunal as to the following matters: (a) that the site owner of Hillbury Park, Hillbury Road, Alderholt, Fordingbridge, Hampshire SP6 3BW (“the site”) produce supporting evidence with regard to resale of utility services (water and electricity) to occupiers; (b) the information that should be provided on a notice board in a conspicuous place on the site.
5. The Applicant, Mrs Eileen Carole Bird, is the occupier of a mobile home placed on pitch 13 of the site. The site owner is John Romans Park Homes Limited (“the Respondent”).
6. Judge P J Barber issued Directions to the parties on 5 June 2019 stating that the Tribunal had identified the issue to be determined as “whether the site owner should provide documentary evidence in support and explanation of water and electricity charges, if requested by the occupier.”
7. The Directions then set out a timetable for determination of the matter. Judge M Davey was subsequently appointed to determine the matter on the basis of the written representations of the parties, neither of the parties having requested an oral hearing.

The agreement

8. Mrs Bird bought her home and stationed it on Pitch 13 of the site under the terms of an agreement with the Respondent site owner, dated 29 June 2009. Clause 7 of that agreement contained an obligation by the occupier to pay to the site owner, as from 1 July 2009, a specified monthly pitch fee subject to periodic review on 1 July each year. The fee

was payable monthly in advance on the first day of each month. Clause 9 of the agreement stated that “An additional charge will be made for the following matters – Electric and water: all other utilities direct to supplier.”

The Law

9. The relevant law is set out in the Annex to this decision.

The Applicant’s case

10. The Applicant says that the Respondent has been asked on several occasions to substantiate the charges it makes for water and electricity. She says that all letters that she has written demanding the same, of which she has provided copies, have been unanswered and this is why she has made the Application to the Tribunal. In her letter of 9 June 2018, Mrs Bird asked for a copy of the most recent water bill. In her letter of 12 August 2018, Mrs Bird reiterated her request for the water bill and also asked for a copy of the electricity bill for the site. Her letter of 16 October 2019 repeated these requests.
11. In her subsequent letter of 18 January 2019, Mrs Bird states that, having received the first electricity bill of 2019, she had still not received the information requested and referred to not having paid the last bills of 2018. She said that as a sign of good faith she would be providing a cheque in part payment of the electricity bills received in October and January, at a base rate of 12p per unit used. Mrs Bird concluded, “If I receive another water bill and have no supporting evidence of that, I will similarly make a good faith payment as these services are indeed provided and used, but I will not pay the full amount without substantiation of the amounts paid by John Romans Park Homes.”
12. On 1 April 2019, Mrs Bird wrote to Mr Romans stating that she had now received the water invoice dated March 2019 but had not received the information regarding the same that she had requested on previous occasions. She stated that once again she would not make payment of the full amount and that she would apply to the Tribunal for a determination with regard to this matter.

The Respondent’s case

13. Mr John Romans, stated the case on behalf of the Respondent, in a written submission dated 22 July 2019. Mr Romans says that the only information he had available with regard to electricity was a letter from Dual Energy dated 11 November 2016, which set out the details of a proposed renewal of the Respondent’s existing contract for 12 months from 29 January 2017. This stated that the standing charge would be 69 pence per day and the universal unit price would be 15.91 pence per kWh. This was an increase, over the current year, from a standing charge of 41.1 pence per day and a unit price of 14.60 pence per

kWh. All prices are exclusive of VAT. Annual electricity usage was stated to be 108,485 kWh.

14. Mr Romans says that “when taking all extras into account” the sum paid by the Respondent is above 16 pence per unit but for the sake of ease they only charge the residents on Hillbury Park 16p.
15. With regard to water charges Mr Romans produced a copy of an invoice issued by the Respondent to occupiers at Hillbury Park headed “Water Invoice October 2018”. It stated “WATER USED FROM 05/02/18 TO 31/08/18 £54.15” followed by a statement that “The above has been calculated on the basis of the water account received from Bournemouth Water. This has been divided by the number of homes.”
16. Mr Romans also produced for the Tribunal a bill dated 25 September 2018, sent to the Respondent by Bournemouth Water Business. The bill is for services at Hillbury Park from 1 May 2018 to 31 August 2018. The usage charge was £1,781.91 (being for 1618 cubic metres at £1.1013 each and the fixed charge was £20.85. (Total £1,802.76). The reading on 31 August 2018 was estimated, as was the previous reading of 30 April 2018.
17. Mr Romans explained that the charge of £54.15 was calculated as follows. 4 months usage at £1,802.76 divided by 4 and multiplied by 7 = £3,154.83. Divide 64 occupied homes = £49.29 per home. Mr Romans says that the “permitted administration charge and availability is 2.5p per day x 364 days = £9.10 per year divide by 12 months = 75p per month x 7 = £5.25. This gives a total of £54.54 but, Mr Romans states “in view of the few days overlap, we decreased bill to say £54.15 as per copy invoice above.”
18. Mr Romans thus submitted that they had undercharged for water and electricity but continued

“However, for the sake of administration costs etc and entirely without prejudice, we have already written off the applicant’s monies she has refused to pay and for this reason will start afresh with full details being given about calculation on all future invoices. We confirm we do not keep records of any workings other than invoices issued to residents, as these are always within the permitted guidelines.”

Discussion

19. The issue raised by the Application before the Tribunal can be simply stated. It is whether the site owner should provide documentary evidence in support and explanation of water and electricity charges, if requested by the occupier.

20. The law governing the rights and obligations of, on the one hand, mobile home site owners and, on the other hand, occupiers who have bought a home and entered into an agreement with the site owner to station that home on the site, is contained in the Mobile Homes Act 1983 (“the Act”). The Act has since been amended on a number of occasions and has to be read alongside other related statutory orders and regulations.
21. Section 1 of the Act provides that the Act applies to any agreement under which a person (“the occupier”) is entitled (a) to station a mobile home on land forming part of a protected site; and (b) to occupy the mobile home as his only or main residence. It is not disputed that Mrs Bird’s agreement meets those requirements.
22. Section 2(1) of the Act provides that in any agreement to which the Act applies there shall be implied the applicable terms set out in Part 1 of Schedule 1 to the Act. The relevant terms that govern Mrs Bird’s agreement are those set out in Chapter 2 of Part 1 of Schedule 1.
23. One of those terms is that contained in paragraph 22 which provides
“The owner shall –
.....
(b) if requested by the occupier, provide free of charge documentary evidence in support and explanation of
 - (i)
 - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
 - (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement.”
24. The Tribunal has no hesitation in finding that the Respondent was in breach of this obligation from at least 9 June 2018, because it has evidence that the Applicant requested the relevant information from that date onwards. Mr Romans says that he has called at Mrs Bird’s home on more than one occasion to discuss Mrs Bird’s concerns but has not been able to make contact with her in person or in the absence of her telephone number, by telephone. Be that as it may there is no evidence of any written replies from the Respondent to any of Mrs Bird’s repeated written requests.
25. The Respondent provided some limited information with regard to utility charges in its response to this Application on 22 July 2019 and

only then in relation to (a) a proposed renewal of the Respondent's contract with an electricity supply company in respect of the period from 29 January 2017 to 28 January 2018 and (b) a water invoice dated October 2018 based on a water company bill to the Respondent for the period 1 May to 31 August 2018. Furthermore, with regard to the latter, there is no reference to the authority by which the Respondent claims to be able to levy a "permitted administration and availability" charge on the occupier.

26. There is no evidence of any information provided by the Respondent with regard to the electricity charge demand made of Mrs Bird in January 2019 or the water charge demand made of her in March 2019. The Respondent should therefore reply fully to the outstanding requests made by the Applicant.
27. The Tribunal notes Mr Romans' statement that he has written off Mrs Bird's unpaid charges and in future will provide the necessary required information along with the invoices for electricity and water charges.
28. Because the Respondent did not respond to the Applicant's request for information with regard to the fuel bills for October 2018 to March 2019 until these proceedings were underway, and even then only partially, the Tribunal orders, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that the Respondent reimburse the fee of £100 paid by the Applicant to the Tribunal.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional Office, which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, that person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Martin Davey

Chairman

14 October 2019

Annex: The Law

Mobile Homes Act 1983

Section 1 Particulars of agreement

- (1) This Act applies to any agreement under which a person (“the occupier”) is entitled—
- (a) to station a mobile home on land forming part of a protected site; and
 - (b) to occupy the mobile home as his only or main residence.

Section 2 Terms of agreements.

- (1) In any agreement to which this Act applies there shall be implied the terms set out in Part I of Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement.

Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983

Paragraph 22

The owner shall—

- (a).....
- (b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—
 - (i) any new pitch fee;
 - (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
 - (iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement