



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

Case Reference : **CAM/11UE/PHC/2020/0006**
HMCTS Code : **P:PAPERREMOTE**

Site : **The Orchards, Langley, Berks**

Park Home address : **17 The Pippins, Trenches Lane, Langley,
Berks SL3 6QB**

Applicant : **1.Redlane Sites Limited (owner)
2.Tingdene Parks Limited (operator)**

Respondent : **Mr Sidney A Hutchinson**

Date of Application : **28 July 2020**

Type of application : **to determine a question arising under
the Mobile Homes Act 1983 (“the 1983
Act”) or the agreement to which it
applies (breach of agreement)**

Decision

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Covid 19 pandemic: description of hearing

This has been a remote hearing on the papers which has been consented to by the parties. A face-to-face hearing was not held as it was not necessary and all issues could be determined in a remote hearing on paper. The form of the remote hearing was P:PAPERREMOTE. The applicants provided a bundle for the hearing to which I have had regard, together with subsequent emails from both parties. The order made is described below.

The tribunal determines that:

- 1. The respondent is in breach of his undertaking in the written statement to pay his pitch fee and utility charges. The arrears as at 20 August 2020 were £6,950.87.**
- 2. The respondent is directed to pay £60 per week from 1 December 2020 to satisfy his current pitch fee, utilities and a small contribution towards the arrears, pending the sale of the property, to be reviewed after 1 March 2021.**

Background

1. The application was dated 28 July 2020. A statement of account set out the arrears, which had arisen due to an irregular pattern of small weekly payments by the respondent which were less than the current pitch fee and outgoings for his plot.
2. Directions were given on 10 August 2020 for bundles to be filed by both parties. The applicants' bundle was filed in accordance with the directions but the only contact from the respondent, after a prompt by the tribunal, was by an email dated 12 October 2020. A response to that email was provided by the applicants on 16 October 2020.
3. On a review of the papers, I was satisfied that a paper hearing was in accordance with the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and in particular the overriding objective to deal with cases fairly and justly.

The applicants' case

4. The applicants' statement of case dated 3 September 2020 confirmed that Redlane Sites Ltd own the site known as The Orchards which is operated by Tingdene Parks Ltd. Redlane is a wholly owned subsidiary of Tingdene. The site is protected under the Mobile Homes Act 1983 (as amended) "the 1983 Act".
5. A written statement made under the 1983 Act was issued to the respondent on 17 February 2005, entitling him to station his mobile home on plot 17 The Pippins. That statement contains the following relevant express terms:

"3 – The Occupier undertakes with the owner as follows-

- (a) To pay to the owner an annual pitch fee as laid down in the Second Schedule attached hereto subject to review as hereinafter provided by equal monthly payments in advance on the first day of each month in Bank Standing Order Mandate*
- (b) To pay and discharge all general and/or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch (and/or a proportionate part thereof where the same are assessed in respect of the residential part of the park) and charges in respect of electricity gas water telephone and other services."*

6. The pitch fee at the commencement of the written statement was £1,206.72 per annum and was increased to £1,870.68 on 1 October 2019, the date treated as the review date by both parties. Presumably there has been a further increase on 1 October 2020 but the tribunal has not been advised of the new amount.

7. The applicants relied on the evidence of Miss Kerry Wild, the Sales Ledger and Credit Controller for Tingdene. Her statement was dated 26 August 2020 and exhibited a copy of the statement of account for the respondent from 2 June 2015 to 20 August 2020. That account showed a pattern of arrears, which had grown substantially since the end of 2017 and stood at £6,950.87 as at 20 August 2020.
8. There were several emails from the respondent promising to pay weekly amounts ranging from £34 to £36. The last email exhibited to the statement confirmed that the respondent only received an income of £150 per week but that he would be moving soon and the arrears would be cleared from the proceeds of sale of his home.

The respondent's case

9. As stated above, the respondent failed to provide a bundle but on receipt of the applicants' bundle and the email address for the respondent, the tribunal wrote to him to ask for confirmation of whether he accepted the arrears were due and was able to continue to pay £36 per week pending the sale of the property. The respondent replied on 12 October 2020 saying that he had now increased his payment to £40 per week but reiterating that he has to rely on his pension of £150 per week and is currently in ill health. He also reiterated his promise to clear the arrears when he was in the position to sell his unit. He made reference to the outstanding debt on two occasions but did not indicate whether he accepted the amount stated by the applicants.
10. The applicants' solicitors also wrote to the tribunal in response to its letter seeking instructions on whether £36 per week was acceptable. Their email, dated 16 October 2020, stated that the respondent's current liability was approximately £55 per week and therefore £36 was insufficient. The applicants requested that the tribunal make a determination on the basis of their bundle.

The law

11. This application was made under section 4 of the 1983 Act which states that the tribunal has jurisdiction to determine any question under the Act or any agreement to which it applies and to entertain any proceedings brought under the Act or any such agreement. It is well established that this enables the tribunal to decide whether there has been a breach of the agreement.
12. In addition, section 231A of the Housing Act 2004 gives the tribunal additional powers when exercising our jurisdiction under the 1983 Act and, in particular, to give directions requiring the payment of money by one party to the other by way of compensation, damages or otherwise and any arrears of pitch fees to be paid in such manner and by such date as may be specified in the directions (s231A (4)(a) and (b)).

13. Under paragraph 4 of Schedule 1 to the 1983 Act the owner can apply to the County Court for an order terminating the agreement if the occupier has breached a term of the agreement and it is reasonable for it to be terminated. Such an order would end the respondent's right to place his home on the plot.

The tribunal's decision

14. The respondent has not denied his arrears or challenged the statement of account. In the circumstances I am satisfied that the respondent is in breach of his agreement as his arrears of pitch fee and outgoings were £6,950.87 as at 20 August 2020.
15. In terms of directions under the additional powers given to the tribunal by the Housing Act 2004, the respondent must pay the pitch fee and utilities going forward. I have not been advised of the new pitch fee from 1 October 2020, but a pitch fee of £1,870.68 would require a weekly payment of £36, the amount already promised by the respondent. From the statement of account, the respondent has also been charged £838.99 in respect of "Goods/Services" over a 12 month period, presumably in respect of outgoings payable by him under his agreement. This equates to about £16 per week. That makes a total of £52 based on the amounts due for 2019/20.
16. The respondent claims that his only income is £150 per week and there is no evidence to dispute that. In the circumstances I direct that he must pay £60 a week from 1 December 2020 to cover his current pitch fee and outgoings due under the terms of his agreement and a small payment towards the arrears. The respondent has indicated that he wishes to sell his home and will use any proceeds to clear the arrears. Given that they are substantial, the tribunal will review this direction on application by either party after 1 March 2021.
17. **The respondent is strongly advised to seek advice as to his financial situation as any failure to comply with this direction may lead to possession proceedings in respect of the plot.**

Judge Wayte

28 October 2020