



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

**Case reference** : **CAM/42UE/PHI/2020/0004**

**Site** : **The Forge Caravan Park, Combs Lane, Great Finborough IP14 3BH**

**Park Home address** : **3 The Forge**

**Applicant** : **Marisa Carroll**

**Respondent** : **Levi Gumble**

**Type of application** : **Application under the Mobile Homes Act 1983 (the “Act”) to determine a pitch fee**

**Tribunal** : **Judge David Wyatt**

**Date of decision** : **18 November 2020**

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**NOTICE OF DECISION TO STRIKE OUT A CASE**

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**Decision**

These proceedings are hereby struck out under rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the “**2013 Rules**”).

**Reasons**

1. The applicant park home occupier applied to the tribunal, using a different form but apparently intending to apply under paragraph 16 of Chapter 2 of Part 1 of Schedule 1 to the Act to determine the pitch fee for the Park Home.
2. This followed a notice from the respondent, requesting “renewal” of the agreement between them and an increase in the pitch fee from £360 to £430 per month with effect from 1 June 2020.

3. On 5 August 2020, the tribunal gave case management directions, requiring (amongst other things) the respondent to prepare a bundle of documents as set out in the directions and deliver them by 9 September 2020, and the applicant to prepare a bundle of documents as set out in the directions and deliver them by 7 October 2020. They also required the parties to provide answers to basic questions to enable the tribunal to consider whether a remote hearing was necessary and appropriate. Those directions warned that, if the applicant failed to comply with them, the tribunal could strike out all or part of their case pursuant to rule 9(3)(a) of the 2013 Rules.
4. Both parties failed to comply with those directions. On 8 October 2020, the tribunal wrote to the parties to give them a final opportunity to comply, allowing until 21 October 2020 for the parties to deliver the bundles required by the directions and, if they said they were unable to do so, any representations they wished to make. The tribunal warned again that if either party failed to produce the requisite bundles the tribunal could strike out the application, or bar the respondent from taking part in the proceedings.
5. The applicant failed to respond. On 20 October 2020, the tribunal received a letter from Isabelle Campbell on behalf of the respondent. This letter makes statements about disputed matters and refers to various possible sources of information but fails to produce any of them, let alone a bundle. Despite reminders from the tribunal that all correspondence must be copied to the other party, it is not clear whether it has been.
6. The documents which have been produced by the parties are not adequate for the tribunal to make a fair determination, with or without a hearing. Despite the detailed requirements in the directions, the parties have produced no adequate information about the background or evidence in respect of the alleged disrepair/deterioration or the other factual issues between them. They have been given ample time for compliance, were warned twice of the potential consequences of non-compliance and have not provided any good reasons for their non-compliance.
7. In the circumstances, I strike out the whole of these proceedings under rule 9(3)(a) of the 2013 Rules.
8. A copy of this notice is sent to all parties.

### **Observations**

9. While I make no findings about the following matters, the respondent should take independent specialist legal advice in relation to the indications in his documents that he believes the applicant is a “tolerated trespasser” if his proposed new rent is not agreed. Based on the limited information provided, this seems to be incorrect. In particular:

- paragraphs 1 to 5A of Chapter 2 of Part 1 of Schedule 1 to the Act specify the duration of the agreement and the limited situations in which it can be terminated by the site owner; and
- it appears that the occupier is continuing to pay the same current pitch fee of £360 per month. By paragraph 16 of Chapter 2 of Part 1 of Schedule 1 to the Act, the pitch fee can only be changed with the agreement of the occupier or if the tribunal considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee. Paragraph 17 sets out the procedure to be followed by a site owner intending to seek an increase in the pitch fee, including service of notices with prescribed information and in default of agreement application to the tribunal within fixed periods of time.

**Judge David Wyatt**

**18 November 2020**

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).