



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

Case References : **CAM/00MF/PHC/2020/0007**

HMCTS : **CVP**

Site : **Mereoak Park, Three Mile Cross,
Reading, RG7 1NR**

Park Home Addresses : **1, 2, 3, 4, 5, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22,
23, 24, 27, 30, 31, 32, 34, 36, 37, 39, 40, 42,
43, 46, 48, 49 and 50 Mere Oak**

Applicants : **The Occupiers of the Addresses**
Representative : **Mrs Hazel Kelston-Merritt, Secretary
Mereoak Park Residents' Association**

Respondent : **East Sussex Mobile Home Parks Ltd**
Representative : **Mr John Clement of IBB Solicitors**

Date of Application : **28th July 2020**

Type of Application : **To determine questions arising under the
Mobile Homes Act 1983 or an agreement to
which it applies – section 4 Mobile Homes
Act 198**

Tribunal : **Judge JR Morris**
Mr G Smith MRICS, FAAV, REV

Date of Hearing : **16th November 2020**

Date of Decision : **21st December 2020**

DECISION

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Covid-19 Pandemic: Remote Video Hearing

This determination included a remote video hearing on the papers which has been consented to by the parties. The form of remote hearing was Video (V: SKYPEREMOTE). A face-to-face hearing was not held because it was not practicable, and all issues could be determined in a remote hearing/on paper. The documents referred to are in a bundle, the contents of which are noted.

Pursuant to Rule 33(2A) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and to enable this case to be heard remotely during the Covid-19 pandemic in accordance with the Practice Direction: Contingency Arrangements in the First-tier Tribunal and the Upper Tribunal the Tribunal has directed that the hearing be held in private. The Tribunal has directed that the proceedings are to be conducted wholly as video proceedings; it is not reasonably practicable for such a hearing, or such part, to be accessed in a court or tribunal venue by persons who are not parties entitled to participate in the hearing; a media representative is not able to access the proceedings remotely while they are taking place; and such a direction is necessary to secure the proper administration of justice.

Decision

1. The Tribunal therefore determines the reasonable Service Charge for the year 1st April 2019 to 2020 payable during the year 1st April 2020 to 31st March 2021 is a total of £43,759.98. For each of the 55 Mobile Homes (including the Rented Units) is £795.63 per annum which is £66.30 per month.
2. The Tribunal determines that the method of charging for the Water Charge should not be changed for the year 1st April 2020 to 31st March 2021.
3. The Tribunal determines that on receipt of the invoice for the period 1st April 2019 to 31st March 2020 the water charge should be calculated on a monthly basis in order that the water charge for 1st April 2019 to 31st March 2020 is fully paid before the commencement of the year 1st April 2021 to 31st March 2022. Any change in the method of payment for the water charge incurred for the year 1st April 2020 to 31st March 2021 and to be incurred for the year 1st April 2021 to 31st March 2022 must be explained to Occupiers and transitional arrangements put in place to avoid hardship.
4. The Tribunal determines that the Pitch Fee is to be paid separately from any other charge.

Reasons

Introduction

5. An Application was made on 28th July 2020 by the Park Home Occupiers listed in the Application for a determination of a question arising under the Mobile Homes Act 1983 or an agreement to which it relates under section 4 of the Mobile Homes Act 1983 as amended, for the following:

- (1) To determine the invoices to be included and the reasonableness of their cost in respect of the Service Charge incurred in the year ending 31st March 2020 payable in the year ending 31st March 2021.
- (2) To determine the payment of the water charge.

Description

6. The Tribunal did not inspect the Site (also referred to as “the Park”) but has done so on a previous occasion and so was able to interpret the plans and photographs provided. A plan of the site was provided. The Applicants state that a new office has been partly installed but is not yet in use.
7. At the hearing the Applicants referred to the area in the centre of the Park relating to numbers 53, 54A and 54B and 28, which are owned by the Respondent and rented out (“the Rented Units”). Around front of these homes has been laid artificial grass and a low white picket fence erected. There is a high fence around the rear of the 54A and the Appellants were under the impression that artificial grass had been laid there however a submission of a photograph confirmed that the grass was natural.

The Law

8. Section 2 of the Mobile Homes Act 1983 (“the Act”) provides that the terms of Part 1 of Schedule 1 to the Act shall be implied and shall have effect notwithstanding the express terms of the Agreement. Paragraphs 16 to 20 of Chapter 2 of Schedule 1 to the Act were introduced by the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006 and the Mobile Homes Act 2013.
9. Paragraph 1(g) of the Express Terms of the Written Agreement defines the Service Charge as follows:

“Service Charge” means a proportioned payment of the general costs of running and maintenance of the Park including the roads garages paths gardens fences and public areas drains electricity water and other service insurance and charges for electricity and water supplied to the Mobile Home Park (but not to the individually occupied Mobile Homes) and the reasonable salary of any site warden such sums to be determined or estimated annually by the Owner’s Accountant whose decision shall be final and binding. Provided that where the owner seeks to rely on estimates provided by the Owner’s accountant then there should be appropriate adjustment during the following year when the exact costs are ascertained. The proportion payable by the Occupier shall be a fraction of the whole calculated by dividing the number of weeks the Occupier’s mobile home has been on the mobile home park in the year in question by a figure arrived at by adding together a similar calculation for each mobile home (including the Occupier’s mobile home) that has been on the mobile home park during the year.”

The Hearing

10. A hearing was held on the 16th November 2020 by CVP, which was attended by Mrs Hazel Kelston-Merrett, Secretary of the MereOak Park Residents Association for the Applicants and Mr John Clement, Solicitor, and Miss Claire Barney, Joint Site Warden for the Respondents.

Issues

11. The Applicants stated that on 2nd March 2020 they received the request for the service charge for the year ending 31st March 2020 payable over the year 1st April 2020 to 31st March 2021 (Copy provided). The Applicants informed the Respondent on 14th March 2020 that they objected to certain invoices, outlining their reasons (copy provided) which the Respondent replied to on 10th April 2020 (copy provided).
12. The Respondent does not produce a service charge account but a list of all the invoices. The amounts of the respective invoices are placed in columns according to an allotted category of: maintenance, Payroll, Office and Electricity. Mrs Kelston-Merritt on behalf of the Occupiers has then produced a spread sheet giving each of the invoices in the Respondent's list a number and identifying those invoices which were agreed and those invoices that were questioned by the Occupiers.
13. It was apparent from the Bundle that following the initial exchange Mrs Kelston Merritt for the Applicants and Miss Barney for the respondent have had considerable correspondence and discussions. As a result, amounts have been withdrawn and others agreed but there remain some amounts which are still disputed.
14. The Final Version of the Spread Sheet identified invoices which were in issue for the Tribunal at the hearing and fell into the following headings:
 - 1) Business Expenses
 - 2) Rented Units owned by the Respondent & Landscaping
 - 3) Tribunal Costs
 - 4) Unclear Invoices
 - 5) Sage Computer System
 - 6) Water Mains Work
 - 7) Insurance
 - 8) Salaries
 - 9) Water
15. The Tribunal took account of the written and oral evidence adduced on each of the Invoices still in issue at the hearing and made its determination accordingly. Some of the invoices had been agreed just before the hearing or at the hearing and this agreement is confirmed and recorded.

Evidence and Determinations

16. The Parties provided Written Statements of Case in a Bundle with supporting documentation which are précised and paraphrased below. The written cases

were confirmed and discussed at the hearing. In addition, further submissions were made in respect of Issue 2, Rented Units owned by the Respondent & Landscaping, Issue 8, Salaries and Issue 9, Water Charges which are recorded additionally.

1) Business Expenses

Applicants' Case

17. The following invoices numbered as per the Applicants' Spread sheet were disputed under this heading in the written representations as being business expenses and so not part of the Service Charge:

Invoice	Date	Description	Amount £
2	07/10/19	Pension- Withdrawn	0
23	11/07/219	Pension - Withdrawn	0
24	07/07/19	Pension - Withdrawn	0
33	17/06/19	Site Licence	756.00
41	07/05/19	CCTV Cert	40.00

18. The Applicants stated at the hearing that they agreed these items as being part of the Service Charge. It was noted that the Pension Invoices had been in dispute as business expenses but that these had been withdrawn by the Respondent.

Respondent's Case

19. The Respondent stated that the annual licence fee has recently been brought in by the local council which licences the Park. It was submitted that it is "*part of the general costs of running and maintenance of the Park*" and so within the scope of the Service Charge.
20. The Tribunal has previously accepted that the cost of the CCTV system on the park was recoverable through the Service Charge. The Respondent is required to have an ICO Certificate to be compliant with GDPR. It was submitted that the cost of the Certificate was part of running the system and so within the Service Charge.
21. The Respondent confirmed that it had been agreed that the Pension Invoices were withdrawn from the Service Charge and no longer payable.

Tribunal's Decision

22. The Tribunal records that the Applicants agree that the cost of the Site Licence and CCTV Certificate are chargeable to the Service Charge and that the respondent has withdrawn the Pension Invoices from the Service Charge.

2) Respondent Owned Rented Units & Landscaping

Applicants' Case

23. The Applicants submitted that some of the invoices were for costs incurred solely for the benefit of the Rented Units owned by the Respondent and were related to Park development and so should not be part of the Service Charge at all. Others were accepted in principle as being part of the Service Charge but that the amount apportioned between the Occupied Park Homes and the Rented Units favoured the Rented Units. In the Applicants' submissions these were divided into two groups of disputed charges: Rented Units and Landscaping. It was noted that the reason for disputing the Landscaping Invoices was that they related to the cost of work around the Rented Units and not Communal Areas. Therefore, the Tribunal has dealt with these under one heading.

24. The amounts disputed were as follows:

Invoice	Date	Description	Amount Accepted £	Amount Rejected £
1	21/09/19	Landscaping – Scapes Gardens	120.00	40.00
3	23/09/19	Landscaping Contractor J Rose	400.00	420.00
7	17/07/19	Landscaping Contractor J Rose	660.00	600.00
8	11/06/19	Skip		552.00
9	02/06/19	Electricity for Unit 54A		20.00
25	20/05/19	Landscaping Materials B&Q – Grass Seed/Artificial Grass/Top Soil/Sharp Sand		600.00
*26	23/05/19	Landscaping Materials M's Building Supplies - Top soil/Sharp Sand		263.40
27	23/05/19	Landscaping Materials M's Building Supplies - Artificial Grass, Adhesive & Pins		520.80
*28	29/05/19	Landscaping Materials M's Building Supplies - Shingle/Topsoil/Cement/Landscape Fabric		365.76
29	25/05/19	Landscaping Materials M's Building Supplies - Sharp Sand		90.00
30	11/06/19	Landscaping Contractor J Rose		675.00
35	03/06/19	Landscaping Contractor J Rose		550.00
39	24/05/19	Digging Out Water Mains		50.00
*46	23/0719	Landscaping Materials M's Building Supplies – Shingle/Landscape Fabric/Cement/Edging		2,084.10
47	23/07/19	Landscaping Materials M's Building Supplies - Artificial		8.40

		Grass Pins		
49d	30/07/19	Electricity for Unit 54A		34.41
*50	30/07/19	Re-enforced Mesh		604.80
*51	10/06/19	Landscaping Materials M's Building Supplies - Shingle/ Concrete Slabs		550.50
52	04/07/19	Landscaping Materials M's Building Supplies - Artificial Grass & Pins		90.60
*53	08/07/19	Landscaping Materials M's Building Supplies - Shingle		225.00
54	10/12/19	Portable Gas for Unit 54A		102.90
57	31/08/19	Landscaping Materials - Concrete Slabs		32.88
59	13/02/19	IP Box Extension		30.00
60	18/11/19	Drain Block at 54A		102.00
64	24/10/19	PAT		30.00
* Invoices referred to under Landscaping in Applicant submissions				

Landscaping Works

25. The Applicants state that the Landscaping Materials and Contractor (J Rose) work in respect of Invoices 1, 3, 7 and 46 refer to costs incurred for an area that is next to Unit 25, which is a Rented Unit, and extends down the side and rear of that Unit to terminate at the fence of Unit 52 (photographs 5 and 6). It goes nowhere else. It was submitted that this is not a part of the Park for which the Occupiers are responsible.
26. The Applicants submitted that the Landscaping Materials (MS Building Supplies) in respect of Invoices 25, 26, 27, 28, 29, 47, 52 and 57 and half of 46 and the Contractor's (J Rose) work in respect of Invoices 30 and 35 and half of 3 and 7 are only for Rented Units owned by the Respondent.
27. The Applicants submitted that Invoices 28, 46, 51 and 53 are for a total of 53 bags of shingle plus landscaping membrane had been laid at the front of the Park (photographs 3 and 4). Shingle had also been laid around the car parking area in the centre in the gap between the concrete and surrounding fences. The Applicant estimated that half the shingle referred to in Invoice 46 was used at the front of the Park and therefore they accepted that but not the rest.
28. The re-enforcing mesh itemised in Invoice 50 was understood to have been used for the construction of the central parking area, the cost of which was considered to be outside the service charge taking into account the Tribunal's Decision in case number CAM/00MF/PHI/2019/0006 at [37].

Skip Hire

29. The Applicants believe that Invoice 8 for Skip Hire (1st Reynolds) was for the removal of waste from the Rented Units owned by the Respondent as there were household items deposited in it.

Digging out Water Main

30. The Applicants believed that Invoice 39 was for a Rented Unit (54A) owned by the Respondent as the Respondent does not carry out any water repairs on Occupiers' Homes.

Gas & Electricity

31. Invoices 9, 49 and 54 are for electricity use in Unit 54A which is owned by the Respondent.

Clearing Blocked Drain

32. The Applicants believed that Invoice 60 was for a Rented Unit (54A) owned by the Respondent as the Respondent does not carry out any water repairs on Occupiers' Homes.

IP Box

33. Invoice 59 is for an IP Box to be fitted to Rented Units owned by the Respondent.

Portable Appliance Electrical Test

34. Invoice 64 is for a Portable Appliance Electrical Test (PAT) on equipment in Unit 53 which is owned by the Respondent.

Respondent's Case

Landscaping Works

35. The Respondent said that Unit 25 has only recently been purchased by the Respondent so at the time the work was carried out in respect of Invoices 1, 3, 7 and 46 it was in private ownership and not a Rented Unit owned by the Respondent.
36. The Respondent made the following statement in respect of the other disputed invoices itemised in the above table.
37. Invoices 25, 26, 27, 30, 47, 52 and 57 related to works which were not in respect of the Rented Units owned by the Respondent. These works were for landscaping at the front of the park and other Communal Areas. The invoice of the contractor, J Rose, was to carry out works listed in Invoice 30 and Invoices 25, 26, 27, 30, 47, 52 and 57 were for materials used within those works.
38. The decision was made to landscape Communal Areas and land falling outside any individual pitches with shingle so that this would reduce the long-term maintenance of the site carried out on a monthly basis resulting in a long-term saving for Occupiers and aesthetically enhancing the appearance of the Park.

39. Invoices 28, 29, 50 and 51 did not relate to the Rented Units. These Invoices were for labour and materials for making good the concrete hardstanding for visitor car parking which had been re-sited from the front of the park. This work was held in the Tribunal's Decision in case number CAM/00MF/PHI/2019/0006 to be chargeable to the Service Charge. Invoice 50 may be mischarged as the order to M's Building Supplies was for membrane lining to go under the shingle to stop weed growth.

Skip Hire

40. Invoice 8 relates to the skip used for landscaping. Unfortunately, it also contained kitchen units and furniture that been disposed of by a Park Home Occupier without authorisation who despite investigation could not be identified. It was stated that these articles were not from the Rented Units which had not had new kitchens or furniture.

Digging Out Water Mains

41. Invoice 39 was for digging out the water main meter at the front of the Park for inspection by the plumber.

Gas & Electricity

42. Invoice 54 is for a gas cylinder for heating, Invoice 49 is for electricity from 9th to 26th July 2019 and Invoice 9 is for electricity via a credit meter in respect of Unit 54A while it was being used to provide toilet facilities for office staff until the office at the front of the Park was completed.

Blocked Drain

43. Invoice 60 was to unblock the foul drain from the toilet to Unit 54A which was being used by office staff until the office at the front of the Park was completed.

IP Box

44. Invoice 59 is the cost of installing an outside electric socket for contractors to use when carrying out work on the Park. It was attached to Rented Unit 53 because it is at a central point on the Park reducing the need for long extension leads and as the Unit is owned by the Respondent permission was not required to affix it.

Portable Appliance Electrical Test

45. Invoice 64 relates to Portable Appliance Electrical Test (PAT) carried out on the office equipment which is a legal requirement.

Applicants' Reply to Respondent's Case

46. In a subsequent written reply, the Applicants conceded that Unit 25 was owned privately at the time of the work referred to and accepted £40.00 of Invoice 1, £600 of Invoice 7 and Invoices 28, 46, 51 and 53.
47. If the grass and shingle is laid in all the areas outside individual pitches then it must also be laid around the Rented Units. The Applicants submitted that the cost of works which only benefited the Rented Units should not be charged to the Service Charge.
48. The Applicants were of the opinion that the laying of Shingle does not reduce maintenance or cost. In support reference was made to Invoice 43 for £30.00 for mowing the grass. If this were done every month for six months it would only cost £180.00. It will take many months to recoup the cost of laying the shingle.
49. Invoice 30 refers to clearing debris from Unit 29 which is a Rented Unit and coincides with the skip, Invoice 8. The Applicants suggested the household items were actually from Unit 29.
50. Invoice 60 should be paid by the Respondent as Anne Barny was living in Unit 54A at the time and it was not an office, therefore Invoices 9, 49 and 54 were rejected.
51. The Applicants accepted the costs relating to invoice 59 in the light of the Respondent's explanation.
52. The Applicants noted that Invoice 64 was for the Portable Appliance Electrical Test referred to Unit 53 and not 54A which was used as the Office.

Hearing Discussion

53. At the hearing the Parties confirmed their written statements and the Invoices accepted as being Service Charge items or withdrawn by the Respondent were noted. The additional points that were raised at the hearing are précised and paraphrased as follows:

Landscaping Works

54. Mrs Kelston-Merritt for the Applicants stated that the Landscaping Materials and Contractor (J Rose) work relating to Invoice 3 referred to Units 54A and 53 (£120.00) and Unit 41 (£300.00) all three of which are Rented Units.
55. The Respondent said that the works referred to were all in the vicinity of the Units but were actually carried out on the Communal Area. Mr Rose had used the Units nearest to identify where he had carried out the work. The whole Invoice was for landscaping work on the Communal Area.

56. Mrs Kelston-Merritt referred the Tribunal to Invoices 25 (£600.00), 26 (263.40), 27 (520.80), 29 (£90.00), 47 (£8.40) and 52 (£90.60) all of which were for landscaping materials related to laying artificial grass including the grass itself, adhesive, pins for securing the grass to the ground sharp sand laid under the artificial grass. They also referred to Invoice 35 which included levelling and Astro-turfing outside Unit 54 (£150.00) which is a Rented Unit.
57. Miss Barney for the Respondent said that all this work was carried out on and around the Rented Unit pitches and not on the Communal Areas. The Tribunal was referred to photograph 11 which was taken between Unit 29 and 28 looking towards Unit 53. Attention was drawn to the picket fence in front of Unit 53 which is a Rented Unit. It was said that beyond the fence the fronts of Units 53 and 54A and 54B, which are all Rented Units, had been laid with artificial grass. It was said that Occupiers of other Park Homes had been told that this area was reserved for the Rented Units and the position of the picket fence reinforced this view. The pitches of all the Park Homes that were not Rented Units included the front area therefore there was no reason to suppose that was not the case with the Rented Units. It was added that the tenants of the Rented Units placed or stored items on the front area. Therefore, the artificial grass had been laid on the pitches of the Rented Units and not the Communal Areas so its cost should not be charged to the Service Charge.
58. Miss Barney agreed that the artificial grass had been laid in front of the Rented Units. However, the fronts of these particular units are part of the Communal Area. These Rented Units have enclosed rear gardens and only the Home and the rear garden are demised. The tenancy agreements do not allow the tenants to place or store anything in front of the Homes. Reference was made to photograph 11 in which a wooden fence could be seen beyond the picket fence and to the side of Unit 53 in support of the statement that the rear gardens of these Units were enclosed by a wooden fence.
59. Mr Clement for the Respondent stated that as these Rented Units were owned by the Respondent Site Owner it was open to the Respondent to designate the fronts of these Units as part of the Communal Area. The presence of the timber fence enclosing the rear showed a clear demarcation between what was demised and what was the Communal Area.
60. In response to the Tribunal's questions Miss Barney confirmed that were the Rented Units to be sold together with a pitch agreement under the Mobile Homes Act 1983 then it was likely that, in line with the other pitches which were contracted on this basis, both the front and rear garden area would be included. However, this was not the case at the present time with the Rented Units. She added that the picket fence was a decorative feature and did not form any kind of boundary or excluded area.
61. Mrs Kelston-Merritt said that she thought that some of the artificial grass had been laid in the enclosed rear garden of 54A. Following the hearing she subsequently viewed the garden and was able to confirm that the garden was laid to natural grass. She forwarded a photograph to the Tribunal and the Respondent by way of confirmation.

62. Mrs Kelston-Merritt said that Invoices 28, 29 and 51 were accepted for labour and materials with regard to making good the front of the Park when the hardstanding for visitor car parking had been re-sited. It had been noted that three visitor spaces had been created and it appeared their cost had been charged to the Service Charge in Invoice 30. However, the Tribunal's Decision in case number CAM/00MF/PHI/2019/0006 determined that only two spaces were to be charged.
63. Mrs Kelston-Merritt also identified Invoices 31 for £5 for Diesel and 32 for £21.34 for two brushes as being duplicated costs of the amounts that were itemised on Invoice 30. These were: Additional Diesel for Ground Working Machine £5.00 and 2 Yard Brooms Purchased £20.00. She said that it appeared that Invoices 31 and 32, which were in the form of receipts, had been attached to Invoice 30 as proof of purchase.
64. In response Miss Barney said that three concrete visitor parking spaces had been laid. However, it had not been possible to employ one of the Respondent's regular contractors. The contractor who was engaged failed to tamp the surface satisfactorily so that vehicles and pedestrians were likely to slip on it in wet or icy conditions. The contractor accepted the work was not up to standard and did not charge. Nevertheless, remedial action was required and Mr Rose planed the concrete surface using a diesel-powered diamond blade plane to create a safe and suitable finish. Miss Barney said that Invoices 31 and 32 were not repeats of diesel or brushes on Invoice 30 as Mr Rose had to purchase several lots of diesel and materials.
65. Mrs Kelston-Merritt said the Applicant sought a one third reduction for planing the existing surface (£150.00) and the diamond blade (£50.00). She also submitted that Invoices 31 and 32 should be disallowed as being costs included in Invoice 30.

Skip Hire

66. Mrs Kelston-Merritt referred to photograph 2 which showed household waste including a chair and plasterboard and not landscaping waste in the skip hired under Invoice 8.
67. Miss Barney said that the skip was hired for landscaping waste and had been filled with household waste by one or more Park Home Occupier within 24 hours of it being delivered. Attempts were made to identify the person who fly tipped the waste but without success.

Digging Out Water Mains

68. In the absence of evidence to the contrary the Tribunal finds the clearing of the main water meter to be a Service Charge expense.

IP Box

69. It was noted that Invoice 59 was accepted by the Applicants as being a Service Charge cost.

Gas & Electricity, Blocked Drain & Portable Appliance Electrical Test

70. Miss Barney said that Unit 54A was being used as an office and electricity, gas and toilet facilities were required. Invoices 9, 49 and 54, were for the cost of electricity and gas and Invoice 60 was for unblocking the foul drain. Invoice 64 relates to Portable Appliance Electrical Test (PAT) carried out on the office equipment, which is a legal requirement.
71. The Table below sets out the costs which were agreed to be chargeable to the Service Charge and those that were in dispute and required determination.

Invoice	Date	Description	Amount Accepted £	Amount Rejected £
1	21/09/19	Landscaping – Scapes Gardens	160.00	
3	23/09/19	Landscaping Contractor J Rose	400.00	420.00
7	17/07/19	Landscaping Contractor J Rose	1,200.00	
8	11/06/19	Skip		552.00
9	02/06/19	Electricity for Unit 54A		20.00
25	20/05/19	Landscaping Materials B&Q – Grass Seed/Artificial Grass/Top Soil/Sharp Sand		600.00
26	23/05/19	Landscaping Materials M’s Building Supplies - Top soil/Sharp Sand		263.40
27	23/05/19	Landscaping Materials M’s Building Supplies - Artificial Grass, Adhesive & Pins		520.80
28	29/05/19	Landscaping Materials M’s Building Supplies - Shingle/Topsoil/Cement/Landscape Fabric	365.76	
29	25/05/19	Landscaping Materials M’s Building Supplies - Sharp Sand		90.00
30	11/06/19	Landscaping Contractor J Rose		675.00
31	11/06/19	Diesel Machine		5
32	08/06/19	Brushware		10.67
35	03/06/19	Landscaping Contractor J Rose		550.00
39	24/05/19	Digging Out Water Mains		50.00
46	23/0719	Landscaping Materials M’s Building Supplies – Shingle/Landscape Fabric/Cement/Edging	2,084.10	
47	23/07/19	Landscaping Materials M’s Building Supplies - Artificial Grass Pins		8.40
49	30/07/19	Electricity for Unit 54A		34.41
50	30/07/19	Re-enforced Mesh – Withdrawn		

51	10/06/19	Landscaping Materials M's Building Supplies - Shingle/ Concrete Slabs	55.50	
52	04/07/19	Landscaping Materials M's Building Supplies - Artificial Grass & Pins		90.60
53	08/07/19	Landscaping Materials M's Building Supplies - Shingle	225.00	
54	10/12/19	Portable Gas for Unit 54A		102.90
57	31/08/19	Landscaping Materials - Concrete Slabs		32.88
59	13/02/19	IP Box Extension	30.00	
60	18/11/19	Drain Block at 54A		102.00
64	24/10/19	PAT		30.00

Tribunal's Decision

Landscaping Works

72. The Tribunal noted that Invoices 1, 7, 28, 46, 51 and 53 were agreed by the Applicants with the Respondent, and the Respondent had withdrawn invoice 50 from the Service Charge. The sum of £60.00 on Invoice 7 was not agreed.
73. The Tribunal considered Invoices 25 (£600.00), 26 (263.40), 27 (520.80), 29 (£90.00), 47 (£8.40) and 52 (£90.60) and Invoice 35 (£150.00) with regard to the laying of artificial grass around the Rented Units.
74. The Tribunal found that the Respondent as Site Owner was entitled to designate the area in front of the Rented Units of 53 and 54A and 54B as a Communal Area on the strict understanding that the other Park Home Owners were not in any way excluded from that area and the tenants of the Rented Units were not permitted to place or store any items on the front areas. The Tribunal was persuaded in its finding that the front areas of the Rented Units of 53 and 54A and 54B are part of the Communal Area by the fact that these Units had enclosed rear gardens distinct from those front areas.
75. In making this finding the Tribunal took into account that Rented Units also contribute to the Service Charge. Therefore, the Rented Units contributed to the maintenance of the Communal Areas.
76. The Tribunal therefore found that the artificial grass had been laid in a Communal Area and that the invoices for the cost of purchasing and laying the grass is chargeable to the Service Charge.
77. Also taking into account the above finding, the Tribunal finds that the works referred to in Invoice 3 regarding Rented Units 54A and 53 (£120.00) and 41 (300.00) and Invoice 7 (£60.00) were carried out on the Communal Area and so are costs chargeable to the Service Charge.

78. With regard to the charge for the additional parking spaces the Tribunal determined that irrespective of whether there were two or three parking spaces a diamond planer blade would be required. The Tribunal therefore determines that a reduction of £50.00, being a third of £150.00 for labour, is reasonable.
79. The Tribunal considered Invoices 31 and 32. It noted that Invoice 30 was for work carried out on or around 11th June 2019 and the receipts comprising Invoice 31 which was for diesel for the ground working machine was dated 11th June 2019 and Invoice 32 which was for 'brushware' was dated 8th June 2019. The brushes referred to in Invoice 30 were, in the Tribunal's knowledge and experience, probably for creating a surface on the concrete and so specific to the job and unlikely to be able to be suitable for use again. The Tribunal found that Invoices 31 and 32, as receipts were probably proof of purchase for the same products itemised on Invoice 30. Therefore, the Tribunal determined that they should be disallowed as a double charge and not included in the Service Charge. It was noted that although the Invoice 32 was for £21.34 only £10.67 was charged to the Service Charge.

Skip Hire

80. The Tribunal is well aware of the problem of unauthorised fly tipping in skips hired and paid for by others and finds the Respondent's explanation credible. The Tribunal determines the cost of the skips to be chargeable to the Service Charge.

Digging Out Water Mains

81. In the absence of evidence to the contrary the Tribunal finds the clearing of the main water meter to be a Service Charge expense.

IP Box

82. The Tribunal noted that Invoice 59 was accepted by the Applicants as being a Service Charge cost.

Gas & Electricity, Blocked Drain & Portable Appliance Electrical Test

83. In the absence of evidence to the contrary the Tribunal found that Unit 54A was being used as an office in 2019 and that Invoices 9, 49, 54, 60 and 64 are all related to that use and chargeable to the Service Charge.

3) Tribunal Costs

Applicants' Case

84. The Applicants referred to the following invoices:

Invoice	Date	Description	Amount Accepted £	Amount Rejected £
10	01/05/19	Postage	14.72	
11	16/05/19	Printing	15.00	
12	16/05/19	Postage	35.30	
13	18/05/19	Postage	4.10	
14	24/04/19	Postage		7.40
15	30/05/19	Postage		13.92
16	23/05/19	Postage		7.40
17	24/05/19	Printing - Withdrawn		
21	01/06/19	Printing	20.00	

85. The Applicants submitted that the Invoices they do not accept are because they exceed the amount of £54.13 agreed by the Tribunal Decision in case number CAM/00MF/PHI/2019/0006 [125]. It was believed that the excess costs were to do with the sending papers to the Tribunal and that Tribunal costs were not to be included in the Service Charge. It was also stated that there was no receipt for signing in respect of the documents which were said to be sent by special delivery.

Respondent's Case

86. The Respondent said that the Postage costs were incurred between mid-April to the end of May 2018 which fall outside the time when documents must be sent to Occupiers regarding the annual service charge or pitch fee which must be done in March. Anything in relation to tribunal proceedings are e mailed to the solicitor who forwards the to the tribunal office. All the postage costs are to send documents (e.g. to the accountants) by recorded delivery and the purchase of stamps.

Tribunal's Decision

87. The Tribunal accepted that the documents relating to the Tribunal proceedings were sent via email and found that the postage costs were not excessive and were of an amount that corresponded with documents being sent to the accountant and general correspondence that may be sent by post. The Tribunal therefore determined that they were a reasonable Service Charge cost.

5) Unclear Costs

Applicants' Case

88. The Applicants referred to the following invoices:

Invoice	Date	Description	Amount Accepted £	Amount Rejected £
18	26/05/19	B&M Store	8.90	
19	25/05/19	Cleaning Materials		32.83

89. Invoice 18 was indecipherable although as a goodwill gesture it was accepted. Invoice 19 is for household cleaning materials. Since the office at Mere oak is still not operative there is nothing in the park that requires window cleaning products and so it is not accepted.
90. Invoice 31 which was for a yard broom was believed to be included in Invoice 30 in respect of work undertaken by the Landscape Contractor, Mr Rose.

Respondent's Case

91. The Respondent said that Invoice 19 was for office cleaning materials and that Unit 54A was still used as an office in 2019.

Tribunal's Decision

92. The Tribunal had found that Unit 54A was being used as an office in 2019 and the cost is determined to be reasonable and a Service Charge Item.

6) Water Mains Work

Applicants' Case

93. The Applicants referred to the following invoices:

Invoice	Date	Description	Amount Accepted £	Amount Rejected £
20	29/05/19	Lawn Seed		50.35
30	11/06/19	Landscaping Contractor		675.00
35	03/06/19	Landscaping Contractor		550.00

94. The Applicants referred to the works carried out in 2017 to replace the water mains on the Park. In the course of the work, fencing was removed and gardens were dug up. The cost of replacing fencing and reinstating the gardens was included in the Service Charge for 2018/19 and 2019/20. The original contractor employed to carry out the replacement of the water mains was also to replace the fencing and reinstate the gardens within the price. In the event the original contractor did not complete this work and another new contractor has been employed to finish it. The Applicant submitted that the original contractor has been paid for the work and yet it has not been finished. The Applicant contends that it was for the Respondent to ensure that the work was carried out before paying the original contractor.

95. The Applicants state that Invoices 20, 30 and 35 are all for reinstatement of the gardens which is work carried out by the new contractor that the Respondent should have ensured was carried out before paying the original contractor. It is therefore for the Respondent to meet the cost of these invoices which it is submitted should not be part of the Service Charge.
96. At the hearing Mrs Kelston-Merritt referred to an Invoice which was a bank receipt for £240.00 that had been provided for the year 2018/19 which stated it was the "Last watermain payment".

Respondent's Case

97. The Respondent stated that the original contractor was not paid in advance for labour, only for materials. Due to the original contractor not completing the work another new contractor (J Rose) had to be engaged to complete the work. Some of the materials purchased and paid for by the original contractor were not left on site and so these had to be re-purchased. It would not be cost effective to pursue the original contractor for these Invoices or their cost.
98. The new contractor has completed most of the outstanding work. All missing and damaged fencing has been replaced.
99. Miss Barney said that it was the final payment to Berks 24/7 for the water mains work. Mr Clement reminded the Tribunal that Mr Santos, the principal of Berk 24/7 was in financial difficulties and had not been able to complete the reinstatement of the gardens. He was not paid in advance for this work. As he had not done the work he was not paid for it. He re-affirmed that Invoices 20, 30 and 35 were for labour only to carry out the work that Mr Santos did not do and was not paid to do.

Tribunal's Decision

100. The Tribunal examined Invoices 20, 30 and 35. It found that Invoice 20 was for grass seed (£50.35). The relevant parts of Invoice 30 were for debris clearing, relaying new slabs and capping the water stop cock at Unit 50 (£50.00) and the relevant part of Invoice 35 was for Landscaping Robins Garden (£150.00). Other items on Invoices 30 and 35 have already been considered. All the relevant items were for grass seed and labour regarding landscaping work. The Tribunal accepted that Mr Santos and Berks 24/7 had not been paid for this work in advance even though it was something that he had agreed to do at the beginning. The Tribunal determined that Invoice 20 and the relevant parts of Invoices 30 and 35 are Service Charge costs.

7) Insurance

Applicants' Case

101. With regard to Invoice 68 for Insurance. The Applicants asked for a copy of what was covered i.e. the Insurance Schedule. The Applicants state that the cover relates to landlord fixtures and fittings, loss of revenue and park homes. It was said that this cover is for the Rented Units owned by the Respondent

and should not be part of the Service Charge. There is no office at MereOak now and therefore “contents of the office” and “safe” should not be included. Cover for money in transit is not required as no pitch fees or service charges are paid in cash. Claims in respect to public and employer liability would be made if the Respondent was negligent and so should not be included in the Service Charge. The garages are not mentioned which are the property of the Respondent and so cannot be insured by the Occupiers as they do not have an insurable interest.

Respondent’s Case

102. The Respondent said that the Insurance had always been considered a Service Charge cost and is renewed yearly. The only increase is in respect of inflation. The Respondent has sought a better rate. However, the same provider has offered extremely competitive premiums. Fixtures and fittings are included automatically due to the Respondent’s office use and does not cover the Rented Units. The cover of £570,000 covers the full replacement, removal and reconstruction costs of the 50 garages. The Respondent provided a letter dated 11th September 2020 from Finch Group Commercial, its insurance brokers, to support its submission.

Applicants’ Reply

103. The Applicants said that the letter from Finch Group Commercial clarifies matters and the cost is accepted as being part of the Service Charge.

Tribunal’s Decision

104. The Tribunal notes that Invoice 68 is no longer in issue.

8) Salaries

Applicants’ Case

105. The Applicants disputed the amount of the salaries paid to Ms Anne and Ms Claire Barney. The Applicant referred to a copy of the Tribunal Decision Number CHI/21UF/PHC/2019/004 in which it was stated that Ms Claire Barney was the Site Warden of Tudor Rose Park. The office there is open from 9.00 to 4.00 Monday to Wednesday. The Applicants stated that taking into account Miss Claire Barney’s contract she is able to work at MereOak Park and Tudor Rose Park and her working day is six and a half hours and her working week is Monday to Wednesday. If Ms Barney is working there three days a week then she is only working at MereOak one and a half days a week which is nine and three quarter hours so Tudor Rose Park should pay half her wages. It was calculated that the current hourly rate is £13.91 and therefore her salary payable by MereOak should be reduced to £7,052.37.

Respondent’s Case

106. The Respondent stated that the Tribunal has previously accepted that the salaries paid to Anne and Claire Barney for the work they do as wardens on

the Park were in line with comparable job roles within the area. In 2016 the Tribunal found that the warden's salary is a cost to the Service Charge and in 2017 that the reasonable salary of a site warden was £26,325 per annum divided equally between them. In 2018 the Tribunal determined that a 3% uplift was reasonable on the 2016 salary making it £27,114.75 per annum.

107. The tasks which Anne and Claire Barney collectively carry out on the Park have not changed or reduced since the issue was last determined by the Tribunal. However, some of the responsibilities are shared differently between them than previously due to Anne Barney having suffered victimisation/harassment and damage to her property. Following these incidents, she was advised by the Police not to communicate with Park Home Occupiers directly. As a result, Claire Barney handles all customer facing management support processes. Nevertheless, Anne Barney still carries out other duties during the year to fulfil her role as Park Warden and between them they provide the equivalent of a full-time warden working five days a week with additional out of hours 'on call' time. A copy of the Contract of Employment was provided.
108. With regard to Claire Barney also being the warden managing Tudor Rose Park as stated in the Tribunal Decision Number CHI/21UF/PHC/2019/004 it was said that this was not correct. There is a manager who is at the Tudor Rose Park office and deals with the day to day running of that park. She is occasionally involved in more complicated matters if they arise at Tudor Rose Park but this in no way affects her role as Warden at Mere oak.
109. The Rented Units are handled by a local letting agent and neither Claire nor Anne Barney are involved.

Hearing Discussion

110. Mrs Kelston-Merritt said that Tudor Rose Park was twice the size of Mere oak and yet was able to be run by a site manager employed for three days a week. She questioned the service that was provided asking how much more work was carried out by Misses Claire and Anne Barney compared with that carried out by the site manager of Tudor Rose Park. Although it is claimed that the Mere oak wardens are on call 24 hours a day 7 days a week, there is no office or office opening hours and therefore it is difficult to get hold of them as it is not known when they are on site. Calls are taken at a central point and so it is not always possible to speak to Misses Claire and Anne Barney. Now that Miss Anne Barney was not on site it appeared that only one warden was being paid for. It needed to be clear what Miss Anne Barney now did. It was submitted that the points raised provided sufficient evidence to support the review of the salaries.
111. In reply and in response to the Tribunal's questions Miss Barney said that she was available any time and all the Occupiers knew her contact number. The office has not been open in 2019/20 but she felt that a full service had been provided. She said she was on site most days 8.30 to 16.30 and often at weekends.

112. Between Anne and herself she said that they deal with financial matters such as maintaining the accounts and dealing with non-payment;
- read water meters;
 - check boundary fences and maintenance work and calling contractors as necessary;
 - meeting and instructing contractors for maintenance, landscaping,
 - keeping the park tidy, ensuring there are no breaches of the Written Agreement, Site Rules or Site Licence;
 - meeting council officers etc.;
 - Deal with parking issues and complaints.
113. Miss Barney gave some recent examples of work carried out. With regard to a road marking contract, she obtained three quotations, met the contractors on site dealt with health and safety issues, negotiated the contract, dealt with problems. A recent case of underestimating by the contractor part way through the work meant that the contract had to be re-negotiated to ensure it was carried out to specification.
114. Miss Barney said that all the Occupiers are over 55 years of age and some have health issues and may require assistance. Recently an Occupier fell and Miss Barney had to ring for and wait for the ambulance. Another occupier had a problem regarding her cat and the RSPCA had to be called.
115. Miss Claire Barney said that her sister, Anne, did the paper work at home although she was regularly on site.
116. Mr Clement said that the Contract or Employment and the work had not changed from when the Tribunal made its original determination regarding the warden's salary. The Occupiers had between the two sisters the benefit of a full time Site Warden who was on call 24 hours a day 7 days a week. If, as with Tudor Rose Park a site owner was employed with fixed terms then the availability of the site manager would be limited to the manger's contractual ours of employment, e.g. 09.00 to 17.00 without call out.
117. With regard to the Tribunal Decision Number CHI/21UF/PHC/2019/004 Miss Barney said that she knows Tudor Rose park well and was asked to represent the Site Owner, her father, of Tudor Rose Park, at the Tribunal inspection and hearing, by Ms J Russell who is a relatively new site manager, having taken over from Ms Tracey Adams. The Tribunal had assumed she was the site manager rather than just representing the Site Owner on that occasion.

Tribunal's Decision

118. In the knowledge and experience of the Tribunal the position of site warden or manager varies from site to site. Some have wardens or managers living on the Site, some are full time others part time wardens, some have offices others not, some have call out and others are limited to specific hours. The work also varies with some undertaking full managerial roles and others just keep the site tidy.

119. On considering the present split role of Miss Claire and Anne Barney the Tribunal found that on the evidence adduced their role has not altered since the Tribunal's original determination on salary and that the salary is commensurate with the role in that part of the country for the type of site manager or warden. The Tribunal would like to see the office fully commissioned, as it would maintain the role of warden and support the Occupiers, as soon as practicable following the current restrictions.
120. The Tribunal determined that there was insufficient evidence to support a review of the salaries of the site wardens.

9) Sage

Applicants' Case

121. The Applicants referred to Invoice 65 stating that the whole of the cost of Sage had been included in the Service Charge for Mere oak. The Applicants said it was logical that the same system should be used for both Mere oak and Tudor Rose and therefore the costs should be split. If not then then proof should be provided that Mere oak is run as a separate business from Tudor Rose Park e.g. invoice with different account number.

Respondent's Case

122. The Respondent said that Mere oak and Tudor Rose Park are operated as different businesses and have completely different Sage and business accounting software systems. The accounts at Mere oak are different for a number of reasons such as the Site Owner at Mere oak is a limited company whereas at Tudor Rose it is a sole trader.

Tribunal's Decision

123. In the knowledge and experience of the Tribunal the Sage Program, as with other similar programs, is licensed to a specific organisation or individual and it may not be permitted under the licence to share with another organisation or individual. The Tribunal found that the Respondent is an artificial individual (a registered limited company) and the Site Owner of Tudor Rose Park is a natural individual (a sole trader) and there was no obligation upon the Respondent to share its business computer system with another organisation with a view to reducing costs. The Tribunal therefore determined that the cost of the Sage Program was a reasonable Service Charge item.

10) Water

Applicants' Case

124. The Applicants said that in April 2019 the Respondent said that they were to receive monthly bills. However, this does not appear to have happened and the water bills are not included in the Service Charges.

125. The Applicants asked if the bills have been sent monthly why are they not included in the Service Charge? If they have not been sent monthly then why has the Respondent not chased this up? The Applicants have asked for the water bills but have not received them.
126. Applicants submitted that it would be better to have estimates so they do not receive a large bill all at once if the bills have not been sent.

Respondent's Case

127. The Respondent said that it was decided that the water bills should be sent to Occupiers quarterly rather than in the Service Charge. The Respondent is still waiting for the water invoices from Thames Water which have been delayed due to Covid-19.
128. When the invoices are available the Respondent will calculate how much each Occupier is required to pay and will then submit invoices to the Occupiers; these invoices will explain how the relevant charge has been calculated and copies of the Thames Water invoices will be provided in order to comply with the Respondent's obligations under the statutory implied terms.
129. It was added that whether the charge is made under the express service charge term or the implied term it will be the same.

Hearing Discussion

130. At the hearing Mrs Kelston-Merritt said that Covid 19 should not have held up the production of the water charges as these were incurred in 2019 not 2020. She was particularly concerned that her members should not receive very large bills all at once. She said that it would be noted from the Tribunal Decision of CAM/00MF/PHI/2019/0010, that due to faulty meters, water leakage and the failure by Thames Water to invoice the Respondent regularly, arrears of £17,725.33 had accrued of which at the time of that Decision in 2019, £7,683.52 was payable immediately and some Occupiers struggled to meet the demands.
131. Mrs Kelston-Merritt said that she thought it was unlawful to change the manner for charging for water. Occupiers expect it to be part of their Service Charge. She felt that there should have been some consultation if the method of payment was to be changed.
132. Mrs Kelston-Merritt added that the Tribunal in its CAM/00MF/PHI/2019/0010 Decision had required Occupiers to be provided with a statement of their water account because some were in credit and others in debit due to the difficulties caused by faulty meters, water leakage and water company's invoicing. Some Occupiers who were in credit then thought they could offset their credit by reducing their pitch fee payments. This may have caused confusion.
133. Miss Barney said that for a number of years the water invoices from the previous year have not been available in time so that an amount can be

calculated to be included in the Service Charge for the following year commencing on 1st April. As a result, the Respondent had little choice but to charge Occupiers under the Implied Terms of the Written Agreement on a quarterly basis as and when the invoices are received rather than under the Express Terms of the Service Charge.

134. She added that the invoices should have been received but have not, and as soon as they are, she will calculate the charge and send it to Occupiers.
135. Mr Clement said that Occupiers were paying the water charge in arrears and should be aware that a charge would be made and so set aside funds accordingly. He reiterated the point made in written representations that whether the charge is made under the express service charge term or the implied term it will be the same.
136. Miss Barney said that the 'off setting' of any perceived water charge credit by Occupiers reducing their pitch fee or service charge payments had resulted in considerable problems and caused a number of Occupiers to be in arrears due to miscalculations and misunderstandings as to when amounts fell due.
137. Mr Clement submitted that the pitch fee was a separate payment and should not be confused with any other payments such as water, electricity or service charges. He referred to *Stroud v Weir Associates* (1987) HLR 151 which he said construed the assessment of pitch fees narrowly. Therefore, in his view it followed that payment of a pitch fee could not be off set by any other amount.

Tribunal's Decision

138. First, the Tribunal has already found in previous decisions that the Water Charge is a part of the Service Charge because it is included in paragraph 1(g) of the Express Terms of the Written Agreement. It is also payable by reason of Implied Term.
139. Secondly, the Tribunal is aware that the water invoices have not been available for several years when the Service Charge is calculated and past problems have led to arrears due to unreliable readings and inconsistent demands. The Tribunal is of the opinion that to avoid these problems the Respondent needs to ensure that the water company, Thames Water, provide their invoices consistently. If the Respondent wishes to charge on a quarterly basis then it must ensure it receives the invoices quarterly, whether estimated or based on actual readings. Although if the usage is estimated, each year must have at least one actual reading.
140. For the transition from annual payments in arrears to quarterly payments Occupiers will in effect be paying double bills for the transition year. This will be the charge for the previous year and the charge for the current year. As and when this occurs Occupiers will need reasonable warning so that they are in a position to adapt.
141. Thirdly, the Tribunal finds that for the year 1st April 2019 to 31st March 2020 the Respondent has not received the invoices quarterly and as at the date of

the hearing no costs were available. Therefore, the Tribunal determines that the method of charging should not be changed for the year 1st April 2020 to 31st March 2021, particularly since, from what Miss Barney said, some Occupiers are still in arrears from the previous difficulties.

142. The Tribunal determines that on receipt of the invoice for the period 1st April 2019 to 31st March 2020 the water charge should be calculated on a monthly basis in order that the water charge for 1st April 2019 to 31st March 2020 is fully paid before the commencement of the year 1st April 2021 to 31st March 2022. Any change in the method of payment for the water charge incurred for the year 1st April 2020 to 31st March 2021 and to be incurred for the year 1st April 2021 to 31st March 2022 must be explained to Occupiers and transitional arrangements put in place to avoid hardship.
143. Fourthly, the Tribunal agrees with Mr Clement that the pitch fee must not be offset by any other payments such as water, electricity or service charges. The account of each must be kept separate. *Stroud v Weir Associates* (1987) HLR 151 and other similar cases, although not on that specific point, nevertheless give support to that view. Therefore, the Tribunal determines that the Pitch Fee is to be paid separately from any other charge.

Summary

144. The Tribunal found that the following Invoices, either prior to or at the hearing, were withdrawn by the Respondent as not being Service Charge costs

Invoice	Date	Description	Amount £
2	07/10/19	Pension- Withdrawn	0
6	12/08/19	Pension- Withdrawn	0
17	24/05/19	Printing - Withdrawn	0
23	11/07/219	Pension - Withdrawn	0
24	07/07/19	Pension - Withdrawn	0
34	12/06/19	Pension - Withdrawn	0
42	07/05/19	Pension - Withdrawn	0
48	12/11/19	Pension - Withdrawn	0
50	30/07/19	Re-enforced Mesh – Withdrawn	0
55	12/02/20	Pension - Withdrawn	0
61	12/12/19	Pension - Withdrawn	0

145. The Tribunal found that the following Invoices, were agreed either prior to the hearing or at the hearing, or were not in dispute and so accepted by the Applicant as being Service Charge costs:

Invoice	Date	Description	Amount Accepted £
1	21/09/19	Landscaping – Scapes Gardens	160.00
3	23/09/19	Landscaping Contractor J Rose	400.00
4*	03/09/19	SSE - Electricity	53.66

5*	08/08/19	Bloomfield Hatch	48.00
7	17/07/19	Landscaping Contractor J Rose	1,200.00
10	01/05/19	Postage	14.72
11	16/05/19	Printing	15.00
12	16/05/19	Postage	35.30
13	18/05/19	Postage	4.10
18	26/05/19	B&M Store	8.90
21	01/06/19	Printing	20.00
22*	09/08/19	Boundary Fence	468.83
28	29/05/19	Landscaping Materials M's Building Supplies - Shingle/ Topsoil/Cement/Landscape Fabric	365.76
33	17/06/19	Site Licence	756.00
36*	24/05/19	Pyrotech - Extinguisher Service	151.30
37*	04/06/19	SSE - Electricity	79.14
38*	04/06/19	SSE - Electricity	53.50
40*	14/05/19	Grass Cut	30.00
41	07/05/19	CCTV Cert	40.00
43*	24/04/19	Grass Cut	30.00
44*	20/03/19	SSE - Electricity	91.67
45*	23/03/19	SSE - Electricity	45.61
46	23/07/19	Landscaping Materials M's Building Supplies - Shingle/ Landscape Fabric/Cement/ Edging	2,084.10
51	10/06/19	Landscaping Materials M's Building Supplies - Shingle/ Concrete Slabs	55.50
53	08/07/19	Landscaping Materials M's Building Supplies - Shingle	225.00
56*	08/11/19	Landscaping Materials M's Building Supplies - Rock Salt	71.40
58*	05/09/19	Landscaping Materials M's Building Supplies - Cement	44.40
59	13/02/19	IP Box Extension	30.00
62*	04/12/19	SSE - Electricity	56.61
63*	04/12/19	SSE - Electricity	86.19
Sub - Total			6,724.69
68	Annual	Insurance	2,006.00
69	Annual	Vodafone	360.00
70	Annual	CCTV	1,296.00
Sub - Total			3,662.00
Total			10,386.69
		*Not in dispute	

146. The following Invoices or part thereof were disputed and the Tribunal determined the following amounts to be reasonable and a cost chargeable to the Service Charge:

Invoice	Date	Description	Amount Disputed £	Amount Determined reasonable and chargeable to the Service Charge £
3	23/09/19	Landscaping Contractor J Rose	420.00	420.00
7	17/07/19	Landscaping Contractor J Rose	60.00	60.00
8	11/06/19	Skip	552.00	552.00
9	02/06/19	Electricity for Unit 54A	20.00	20.00
14	24/04/19	Postage	7.40	7.40
15	30/05/19	Postage	13.92	13.92
16	23/05/19	Postage	7.40	7.40
19	24/04/19	Cleaning Materials	32.83	32.83
20	29/05/19	Lawn Seed	50.35	50.35
25	20/05/19	Landscaping Materials B&Q – Grass Seed/Artificial Grass/Top Soil/Sharp Sand	600.00	600.00
26	23/05/19	Landscaping Materials M's Building Supplies - Top soil/Sharp Sand	263.40	263.40
27	23/05/19	Landscaping Materials M's Building Supplies - Artificial Grass, Adhesive & Pins	520.80	520.80
29	25/05/19	Landscaping Materials M's Building Supplies - Sharp Sand	90.00	90.00
30	11/06/19	Landscaping Contractor J Rose	675.00	675.00
31	11/06/19	Diesel Machine	5	0
32	08/06/19	Brushware	10.67	0
35	03/06/19	Landscaping Contractor J Rose	550.00	500.00
39	24/05/19	Digging Out Water Mains	50.00	50.00
47	23/07/19	Landscaping Materials M's Building Supplies - Artificial Grass Pins	8.40	8.40
49	30/07/19	Electricity for Unit 54A	34.41	34.41
52	04/07/19	Landscaping Materials	90.60	90.60

		M's Building Supplies - Artificial Grass & Pins		
54	10/12/19	Portable Gas for Unit 54A	102.90	102.90
57	31/08/19	Landscaping Materials - Concrete Slabs	32.88	32.88
60	18/11/19	Drain Block at 54A	102.00	102.00
64	24/10/19	PAT	30.00	30.00
Sub - Total			4,329.96	4,264.29
65	Annual	Sage	1,180.80	1,180.80
66	Annual	Salary - Miss Anne Barney	13,964.10	13,964.10
67	Annual	Salary – Miss Claire Barney	13,964.10	13,964.10
Sub - Total			29,109.00	29,109.00
Total			33,438.96	33,423.29

147. The Service Charge determination is as follows:
- The Annual Charges agreed = £3,662.00, Tribunal determines
 - The Other Charges agreed = £6,724.69
 - The Annual Charges disputed which the Tribunal determines reasonable and a cost chargeable to the Service Charge = £29,109.00
 - The Other Charges disputed which the Tribunal determines reasonable and a cost chargeable to the Service Charge = £4,254.29
148. The Tribunal therefore determines the reasonable Service Charge for the year 1st April 2019 to 2020 payable during the year 1st April 2020 to 31st March 2021 is a total of £43,759.98. For each of the 55 Mobile Homes (including the Rented Units) is £795.63 per annum which is £66.30 per month.
149. The Tribunal determines that the method of charging for the Water Charge should not be changed for the year 1st April 2020 to 31st March 2021.
150. The Tribunal determines that on receipt of the invoice for the period 1st April 2019 to 31st March 2020 the water charge should be calculated on a monthly basis in order that the water charge for 1st April 2019 to 31st March 2020 is fully paid before the commencement of the year 1st April 2021 to 31st March 2022. Any change in the method of payment for the water charge incurred for the year 1st April 2020 to 31st March 2021 and to be incurred for the year 1st April 2021 to 31st March 2022 must be explained to Occupiers and transitional arrangements put in place to avoid hardship.
151. The Tribunal determines that the Pitch Fee is to be paid separately from any other charge.

Judge JR Morris

APPENDIX 1 - RIGHTS OF APPEAL

1. If a party wishes to appeal the 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.
2. 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.
3. 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.
4. 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.

APPENDIX 2 – THE LAW

The Law

Section 4 of the Mobile Homes Act 1983 (as amended)

- (1) In relation to a protected site in England, a tribunal has jurisdiction –
 - (a) to determine any question arising under this Act or any agreement to which it applies, and
 - (b) to entertain any proceedings brought under this Act or any such agreement subject to subsection (2) to (6).
- (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement, which has been entered into before that question arose.
- (3) In relation to a protected site in England, the court has jurisdiction—
 - (a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and
 - (b) to entertain any proceedings so arising brought under this Act or any such agreement, subject to subsections (4) to (6).
- (4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.

- (5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.
- (6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).