



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

**Case Reference** : **CAM/22UN/PHC/2020/0009**

**HMCTS Code** : **A: BTMMREMOTE**

**Site** : **Sacketts Grove Residential Park, Jaywick Lane, Clacton-on-Sea, Essex CO16 7JD**

**Park Home address** : **20 Woodlands**

**Applicant** : **Keith Ryan for Tingdene Parks Limited**

**Respondent** : **Miss J E Bird**

**Date of Application** : **2 September 2020**

**Date of Hearing** : **15 December 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)**

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## **Decision**

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### **Covid 19 pandemic: description of hearing**

This has been a remote hearing by telephone 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 A:BTMMREMOTE. The applicants provided a bundle for the hearing to which I have had regard. The order made is described below.

#### **The tribunal determines that:**

- 1. The respondent is in breach of her undertaking in the written statement to pay her pitch fee and utility charges. The arrears as at 11 December 2020 were £3,041.55**
- 2. The respondent is directed to pay £20 per month from 1 February 2021 to satisfy the arrears, in addition to meeting ongoing charges for the pitch fee and utilities.**

- 3. The respondent is directed to pay to the applicant 50% of the application and hearing fees which amounts to £150. This will be added to the arrears and as such payable within the £20 per month as set out in 2 above.**

### **Background**

1. The application was dated 2 September 2020. A statement of account set out the arrears, which had arisen due to an irregular pattern of payments by the respondent over a number of years which were less than the current pitch fee and outgoings for her plot. Direct debits for the pitch fee had been returned unpaid by the bank since October 2019 and no payments had been made since this date for utilities.
2. Directions were given on 10 September 2020 for bundles to be filed by both parties. The applicant's bundle was filed in accordance with the directions but the only contact from the respondent, after a prompt by the tribunal, was an indication via telephone that she would be attending the hearing.

### **The applicant's case**

3. The applicant's statement of case dated 7 October 2020 confirmed that Tingdene Parks Ltd own and operate the site known as Sacketts Grove Residential Park. The site is protected under the Mobile Homes Act 1983 (as amended) "the 1983 Act".
4. A written statement made under the 1983 Act between T.S.T (Parks) Ltd and Mr and Mrs Hexley was assigned to Miss Bird in February 2011 entitling her to station her mobile home on plot 20 Woodlands. 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 .....subject to review as hereinafter provided by equal monthly payments in advance on the first day of each month*
- (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."*

5. The pitch fee at the commencement of the written statement was £588.00 per annum and was increased to £1,259.52 on 1 January 2020, the date treated as the review date by both parties.
6. The applicant relied on the evidence of Miss Kerry Wild, the Sales Ledger and Credit Controller for Tingdene Parks Limited. Her first statement was

dated 7 October 2020 and exhibited a copy of the statement of account for the respondent from 1 March 2015 to 5 October 2020. That account showed a pattern of arrears, which had grown substantially since the end of 2018 and stood at £2,763.15 as at 5 October 2020.

7. The applicant then filed a second witness statement from Miss Wild dated 11 December 2020 which said that Miss Bird had made no payments since the previous witness statement of 7 October 2020 and that the arrears now stood at £3,041.55.
8. At the hearing Miss Wild confirmed the level of arrears. When asked by the tribunal she explained that in terms of utilities all occupiers had individual meters for electricity and were billed on usage plus the standing charge. Water and sewerage charges were billed to the company and allocated on a per mobile home basis.
9. Mr Ryan for the Applicant asked the tribunal to make an order that Miss Bird reimburse the tribunal fees and that such sum should be added to the arrears.

### **The respondent's case**

10. As stated above, the respondent failed to provide a bundle but indicated to the tribunal that she would attend the hearing.
11. At the hearing she explained that she had been in hospital but had every intention of paying the amounts outstanding. She hoped to have a small capital sum from a PPI payment coming through in the next few months. Her monthly income was around £400.

### **The law**

12. 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.
13. 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)).
14. 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 her home on the plot.

### **Discussion and decision**

15. The respondent has not denied her arrears or challenged the statement of account. In the circumstances I am satisfied that the respondent is in breach of her agreement and her arrears of pitch fee and outgoings were £3,041.55 as at 11 December 2020.
16. 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.
17. At the hearing Mr Ryan for the applicant agreed that that the company would be prepared to accept a payment of £20 per month towards the arrears and the respondent confirmed that she felt she was able to pay this in addition to her pitch fee and utility payments.
18. The respondent claims that her only income is £100 per week and there is no evidence to dispute that. Whilst she stated that she is also hoping to receive a capital sum shortly the tribunal has not had regard to this, given that it is neither yet received nor presumably guaranteed.
19. In the circumstances I direct that she must make the monthly payments toward the pitch fee (currently £104.96 but subject to any increase on review), the payment for utilities and £20 per month towards the arrears.
20. I have also had regard to the circumstances of the case and the Respondent's means and I direct that Miss Bird should make a payment of 50% of the application and hearing fees – which amounts to £150 and such sum should be added to the arrears and repaid as part of the £20 per month.
21. **The respondent is strongly advised to seek advice as to her financial situation as any failure to comply with this direction may lead to possession proceedings in respect of the plot.**

**M Hardman FRICS IRRV(Hons)**

**20 January 2021**