



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

Case References : **CAM/00MF/PHC/2021/0006**

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 : **9th August 2021**

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**
**Regional Valuer Mrs M Hardman FRICS,
IRRV (Hons)**

Date of Hearing : **24th March 2022**

Date of Decision : **26th April 2022**

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. 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 determines the reasonable Service Charge for the year 1st April 2020 to 31st March 2021 payable during the year 1st April 2021 to 31st March 2022 is a total of £38,705.51. For each of the 54 Mobile Homes (including the Rented Units) it is £716.77 per annum which is £59.73 per month.
2. The Tribunal determines that the Water Charge for the year 1st April 2020 to 31st March 2021 payable during the year 1st April 2021 to 31st March 2022 is a total of £17,224.39. For each of the 54 Mobile Homes (including the Rented Units) it is £318.97 per annum which is £26.58 per month.
3. The Tribunal orders
 - 1) The Current Method of monthly payment in arrears shall continue as follows:
 - a) The water charges incurred during the year ending 31st March 2021 are to be paid monthly in arrears during the year ending 31st March 2022.
 - b) The water charges incurred for the year ending 31st March 2022 are to be paid monthly in arrears during the year ending 31st March 2023.
 - 2) During 2022, the Respondent must:
 - a) provide each Occupier with an account of how much they are in debit or credit under the present method of charging by 31st July 2022. For those in debit a scheme should be proposed to ensure that their monthly payments up to 31st March 2023 cover all

outstanding sums so that they are up to date with their payments under the Current Method by 31st March 2023.

- b) carry out a consultation under paragraph 22(f) of the Written Agreement with regard to Transitional Arrangements for the payment of the Water Charge quarterly.

Reasons

Introduction

4. An Application dated 9th August 2021 was made 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 2021 payable in the year ending 31st March 2022.
 - (2) To determine the payment of the water charge.

Description

5. The Tribunal did not inspect the Site (also referred to as “the Park”) in respect of this Application 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.
6. It is noted that the site is served by a tarmac roadway, giving access to single and double Park Homes. Most of the units have concrete sectional garages. There are some mature trees on site. The Site Office at the front entrance of the Park was originally a single unit Terrapin type building, containing one room with mains electricity connected. This fell into disrepair and was relocated in Number 53 in about 2016 which is one of a number of Park Home units owned by the Site Owner and rented out (the Rented Units).
7. In 2018 a portable jack leg cabin was purchased as an office and placed in much the same position at the entrance to the Park. At the same time an identical cabin was purchased which belongs to the Respondent and was placed alongside the Site Office.

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 24th March 2022, 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 Respondent.

Issues

11. The Applicants stated that on 1st April 2021 they received the demand for the Service Charge for the year ending 31st March 2021 payable over the year 1st April 2021 to 31st March 2022 (Copy provided). Following the belated receipt of the Service Charge spread sheet the Applicants informed the Respondent that they objected to certain invoices, outlining their reasons (copy provided) which the Respondent replied to on 10th April 2021 (copy provided).
12. The Respondent produced a spread sheet listing the invoices, amounts and item description incurred for the year 1st April 2020 to 31st March 2021 and payable over the year 1st April 2021 to 31st March 2022. Mrs Kelston-Merritt on behalf of the Applicant Occupiers then produced a spread sheet which repeats the information and order on the Respondent’s spread sheet but adds an annotation as to which items are accepted and which are disputed.
13. Costs incurred for 2020/21 and payable 200/22 which are accepted and disputed.

	Date	Description	Amount £	Amount Accepted £	Amount Disputed £	Reason Disputed
1	18.12.20	Apple Laptop	1,299.00	649.50	649.50	Used by Tudor Rose
2	28.11.20	Adaptor	19.00	9.50	9.50	Used by Tudor Rose
3	29.05.20	Electricity/ Pump	56.18	56.18		

4	01.09.20	Electricity/ Pump	174.10	89.83	84.27	Previous Bill
5	24.11.20	Electricity/ Pump	261.04	86.94	174.10	Previous Bill
6	04.03.20	Electricity/ Pump	96.07	96.07		
7	28.05.21	Electricity/ Pump	32.02	0	32.02	2022/23 charge
8	15.11.20	Archive Boxes	80.92	80.92		
9	09.07.20	Skip	360.00	0	360.00	Used for Rented Home
10	13.07.20	Fencing	750.00	750.00		
11	23.06.20	Fencing	1,298.50	1,298.50		
12	16.06.20	Fire Check	116,94	116,94		
13	29.05.20	Office Electricity	53.50	53.50		
14	01.09.20	Office Electricity	55.06	55.06		
15	24.11.20	Office Electricity	56.61	56.61		
16	01.02.21	Office Electricity	52.75	52.75		
17	04.03.21	Office Electricity	60.37	60.37		
18	08.04.20	ICO-DPA Cert	40.00	40.00		
19	28.11.29	CCTV	1,296.00	1,296.00		
20	28.11.19	Insurance	2,726.84	2,726.84		
21	28.11.20	Sage software	1,186.80	593.40	593.40	Used by Tudor Rose
22		Wages	28,766.05	27,928.20	837.85	Unjustified
23		Mobile	240.00			
24		Site Licence	756.00			
			39,833.75	37,093.11	2,740.64	
		Per 55 units per annum		674.42		
		Per unit per month		56.20		

14. Therefore, the following invoices are in issue:
- 1) Computer and Adaptor and Sage Software
 - 2) Skip
 - 3) Electricity Bills for Pump
 - 4) Salaries
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 together with an account of the discussion of the evidence and submissions at the hearing.

1) Computer and Adaptor and Sage Software

Applicants' Case

17. The Applicants questioned Invoices 1, 2 and 21 which related to the cost of the computer and adaptor and the Sage accounting program. It was submitted that these items are used by the Tudor Rose Park Home Site as well as Mere oak and therefore the Tudor Rose Site should meet half the cost. The delivery address for the computer was obscured which made the Applicants think it was for the Tudor Rose Site and no licence has been produced for operating the Sage Accounting program at Tudor Rose which made the Applicant think the accounts for both sites were being produced at the sole cost of Mere oak. At the hearing Mrs Kelston-Merritt said that the Applicants' concerns would be allayed if they were presented with some evidence of a licence in the name of Mere oak to use the program.

Respondent's Case

18. The Respondent stated that Invoices 1 and 2 related to the purchase of a new computer which is used by the Respondent to manage the park and which replaced the Respondent's outdated computer which was over five years old and had become slow and unreliable and issues were being experienced which could not be resolved with technical support.
19. In answer to the Tribunal's questions Miss Claire Barney said that it was an Apple make and the price included a full suite of programs such as Excel, Word etc. She said as it was a valuable item it had been delivered to her home address which had been redacted on the invoice.
20. Invoice 21 related to the cost of the annual Sage accounting subscription which a tribunal has previously held to be a recoverable expense. In answer to the Tribunal's questions Miss Claire Barney said that the Sage Accounting Program was used by the accountants only for Mere oak Park which is owned by East Sussex Mobile Home Parks Limited. This is a separate business from Tudor Rose Park which is owned by a sole trader. Miss Barney said she believed the Program was downloaded (as opposed to being purchased on a disk) following ongoing payment of a licence to use it. The licence was purchased specifically for Mere oak. The logins and information relating to the licence are held by the accountants.

Tribunal's Decision

21. Firstly, the Tribunal considered the cost of the computer and adaptor. Apple products tend to be at the upper end of the market but have a reputation for reliability and security. It was appreciated that cheaper computers were

available but these often did not come with a suite of programs which would need to be purchased separately. In this instance the cost included a full suite of programs. In addition, as a lap top the computer could be used for both office and homeworking. The Tribunal considered it reasonable that a computer for business use might be changed after 5 years. The Tribunal found from its knowledge and experience that the price of £1,299.00 and adaptor of £19.00 did not indicate that the computer was more than a standard product with programs for commercial use. The Tribunal determined that the cost of the computer and adaptor was reasonable.

22. Secondly, the Tribunal considered the Sage Program. An invoice was provided for the Sage Program which was addressed to MereOak Park although it would have been helpful if the Respondent had provided some evidence such as a statement from the accountants confirming that the program licence is for the exclusive use of MereOak. However, notwithstanding this, from its knowledge and experience the Tribunal found that Sage products are now accessed on line on payment of an ongoing charge. The cost of £1,186.80 was commensurate with a basic package allowing a specified number of users to access the program to carry out accountancy. Therefore, the Tribunal determined that the cost was reasonable.

2) Skip

Applicants' Case

23. The Applicants stated that the skip for which a charge of £360.00 was made was placed outside Number 25 which is a Rented Unit and Occupiers observed the contents of the garage belonging to that unit being placed in the skip.
24. Reference was made by the Respondent to the skip being required to remove fly tipped waste. The Applicants said that the only area a fly tipper would have access to is the car park where there was some litter and bags of rubbish but these are still there. There is also waste around the Park left over from work that was carried out in 2017 including bags of builders supplies, a large plastic drum, wooden pallets, a water pipe and stop cocks but these remain (photographs were provided).
25. Mrs Kelston-Merritt said that she had received a number of reports from Park Home Owners that the tenants of Number 25 had put items from their garage into the skip. It was therefore submitted that the skip was for one of the Rented Units, namely Number 25 and its cost should not be included in the Service Charge.

Respondent's Case

26. The Respondent said that Invoice 9 was for the cost of a skip used for clearing rubbish which had been fly tipped at the back of the site. It was not used for waste from any of the Rented Units. Number 25 was refurbished in 2018 and has been since let. The skip was located at the rear of Number 25 as being an open space which the skip lorry could access and where the skip would not cause an obstruction. In the past skips have been placed in the car park at the

front of the Park for disposing of waste from around the site but this has led to individuals depositing their own waste at the expense of the Park Home Owners collectively.

27. Miss Claire Barney said that much of the capacity had been taken up by a large quantity of carpet, which had become sodden, had been fly-tipped, and this took up most of the capacity. In answer to the Tribunal's questions on cost it was said that the skip was 12 cubic yards and was for Mixed Municipal Waste

Tribunal's Decision

28. At the hearing both parties referred the Tribunal to the plan to show the position of the skip. The Tribunal accepted that the skip needed to be positioned 'off road' to avoid the cost of a local authority licence and unauthorised waste being deposited by members of the public. It accepted Miss Barney's statement that the skip was for fly tipped waste, in particular the carpet referred to, and not for clearing waste from any of the Rented Units. However, it also accepted that some Occupiers may have seen other persons resident on the site disposing of items of waste in the skip. From the Tribunal's knowledge and experience it is very difficult to monitor the use of a skip unless it is an enclosed type which may be locked, as often used for food waste, although this increases the price significantly. In the absence of evidence to the contrary the Tribunal found that the skip was necessary and used for fly tipped waste.
29. From its knowledge and experience the Tribunal found that the charge of £360.00 for a 12-yard skip for mixed waste was a standard price in Berkshire. It therefore determined the cost to be reasonable.

3) Electricity Bills

Applicants' Case

30. The Applicants stated that two of the bills for electricity for the sewage pump included the unpaid amount from the previous bill as follows:
- Invoice 4 dated 1st September 2020 for £174.10 includes £84.27 from Invoice 3 dated 29th May 2020
 - Invoice 5 dated 24th November 2020 for £261.04 includes £174.10 from Invoice 4 dated 1st September 2020
- Therefore, Invoice 5 is an aggregate of Invoices 3 and 4 plus the new charge of £86.94
- Invoice 7 dated 28th May 2021 should be included in the 2022/23 Service Charge year.

Respondent's Case

31. In written representations the Respondent said that Invoices 3 to 7 related to the cost of electricity used to operate the sewerage pump which forms part of the maintenance and operation of the site and so recoverable under the Service Charge. At the hearing the invoices were examined. Mr Clement on

behalf of the Respondent noted that Applicants were correct in identifying Invoice 5 as being an aggregate of Invoices 3 and 4. It was also conceded that Invoice 7 should be included in 2022/23 Service Charge year.

Tribunal's Decision

32. The Tribunal found that the parties agreed that Invoice 4 dated 1st September 2020 for £174.10 included £84.27 from Invoice 3 dated 29th May 2020 and Invoice 5 dated 24th November 2020 for £261.04 included £174.10 from Invoice 4 dated 1st September 2020. The Tribunal therefore adjusted the amounts accordingly. It was also agreed that Invoice 7 should be included in the 2022/23 Service Charge year.

4) Salaries

Applicants' Case

33. The Applicants referred to the previous decision of the Tribunal in which the Managers' Salaries were set at £13,964.10 each being a total of £27,928.20 per annum for the Service Charge year from 1st April 2020 to 31st March 2021. Therefore, the increase of 3% was for the year and not over two years.
34. Reference was made to Miss Claire Barney representing Tudor Rose Park at a tribunal and to a reference in a tribunal decision that she had carried out an annual site inspection at Dowland Park which is owned by her mother.
35. It was stated that the Site Managers are rarely on the park and the office does not have a letterbox. Overall, it was submitted that the Applicants received a poor level of service and that therefore there should be no increase.
36. Mrs Kelston-Merritt said that the Applicants felt any wage rise should be linked to performance. They were critical because they said they did not see the Managers on site. They had performed poorly with errors in accounts, lateness in sending out pitch fee and service charge demands and a failure to maintain the park to a high standard with building materials left around the site and a failure to respond in emergencies.

Respondent's Case

37. Miss Claire Barney said that the coronavirus during the year had added to their work load and they had had to use their home as an office and that for the year in issue they sought an increase of 3%. Their apparent lack of availability was because they were restricted from entering the Park during the coronavirus outbreak not least because many of the Occupiers are vulnerable.
38. With reference to Mrs Kelston-Merritt's comment regarding the Park Home Owner's view that wages should be linked to productivity, Mr Clement said that wages were part of the Service Charge and it was not for the Park Home Owners to determine what the warden should be paid. He said that on the Office of National Statistics website between November 2020 and June 2021

wages had grown by 4.8% and average growth between September to November 2021, including bonuses was 4.2% and excluding bonuses was 3.8%. He submitted that an increase of 3% was reasonable.

Tribunal's Decision

39. The Tribunal found that wages had increased little between 2008 and 2020 and inflation had been low during that period. The average percentage increases referred to are a reflection of higher wages being offered in certain sectors such as haulage and hospitality due to staff shortages in the latter part of 2021 and beginning of 2022. There was no evidence that higher pay was offered to fill vacancies at Park Homes Sites and the Tribunal did not consider that wages had increased in respect of wardens' salaries for the period in which the service charge was incurred namely the year ending 31st March 2021. The Tribunal acknowledged that there is currently a rise in the cost of living which may or may not be reflected in wage increases in subsequent years.
40. Therefore, the Tribunal did not consider an increase for the Service Charge year in issue reasonable.
41. With regard to the Applicants' seeking a review of the wardens' salaries they are referred to the previous determination in which it was stated that clear evidence is needed to show that the role has changed.

5) Offices

Applicants' Case

42. The Applicants stated as follows:
 - Firstly, the site office located in one of the cabins is inaccessible as the steps are too high for the elderly Occupiers to climb and in any event the office does not appear to be used.
 - Secondly, there are two cabins with three rooms each. Four rooms have been advertised for rent in 2020. One whole cabin of 3 rooms should be exclusively for the Occupiers because they paid for it on the understanding that it was to be used as the site office. If 4 rooms are let then one of them must be part of the site office.
43. If that is the case then the tenants of the offices that are let have the benefit of the facilities which were paid for by the Occupiers. This includes the toilet including the sewage pump, the CCTV, the security light, the car park and the use of the electricity.
44. The Applicants submit that the two cabins should be treated in the same way as Park Home units and the Service Charge should be divided by 57.
45. In any event Implied Term 22(f) states that the park owners must "consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site

and may affect the occupiers either directly or indirectly”. Renting the offices affects the Occupiers directly and no consultation has taken place.

Respondent’s Case

46. The Respondent said that if the cabins were to be let, they have their own meters. Miss Claire Barney said that they were restricted from entering the Park and using the office during the coronavirus outbreak and so had to work from home. They would not have been able to meet Occupiers because many are vulnerable.

Tribunal’s Decision

47. Firstly, the Tribunal is of the opinion that the issue of letting the cabins relates to the Site Licence and initially is a matter for the local authority and it appears from the Applicants’ statement that they have been in contact with the Council.
48. Secondly, it is noted that the Applicants’ concerns about the use of the cabins in respect of a) whether one and a part of another is let, b) if they are let how the utilities costs are met and c) the use and costs incurred of one of the cabins as an office relates to the costs incurred during the year ending 31st March 2021 whereas the present case is concerned with costs incurred during the year ending 31st March 2022.

Payability of the Service Charge

Applicant’s Case

49. The Applicants submit that the Service Charge accounts are late and that as a result the Respondent has required them to be paid over 11 months instead of 12 months. In addition the Service Charge was divided between 54 homes and not 55.

Respondent’s Case

50. Miss Claire Barney said she had apologised for the lateness which was due to health issues. Mr Clement said that the late service of the Pitch Fee and Service Charge demands had not prejudiced the Applicants as they had continued to pay the first instalment for the year at the previous rate and subsequent instalments would be adjusted.
51. The Respondent agreed that there had been 55 Park Homes on the Park but just prior to the year in issue one of the Park Homes became vacant and had to be removed due to its condition, therefore there were only 54 Park Homes on the Park during the year 1st April 2020 to 31st March 2021. This was not disputed by the Applicants.

Tribunal's Decision

52. The Tribunal determined that the lateness of the pitch fee and service charge demand did not invalidate the demands and they were still payable.
53. The Tribunal found that there were 54 Park homes on the Park for the year 1st April 2020 to 31st March 2021. Taking into account the wording of the paragraph 1(g) of the Express Terms of the Written Agreement the Tribunal determined that the Service Charge was to be divided between the number of Homes on the Park during the year.

Summary of Tribunal's Decision Re Service Charge

54. The Tribunal summarises its decision as follows:

	Date	Description	Amount £	Amount Accepted £
1	18.12.20	Apple Laptop	1,299.00	Determined reasonable
2	28.11.20	Adaptor	19.00	Determined reasonable
3	29.05.20	Electricity/Pump	56.18	Agreed
4	01.09.20	Electricity/Pump	89.83	Agreed
5	24.11.20	Electricity/Pump	86.94	Agreed
6	04.03.20	Electricity/Pump	96.07	Agreed
7	28.05.21	Electricity/Pump	0	Agreed to be charged 2022/23
8	15.11.20	Archive Boxes	80.92	Agreed
9	09.07.20	Skip	360.00	
10	13.07.20	Fencing	750.00	Agreed
11	23.06.20	Fencing	1,298.50	Agreed
12	16.06.20	Fire Check	116.94	Agreed
13	29.05.20	Office Electricity	53.50	Agreed
14	01.09.20	Office Electricity	55.06	Agreed
15	24.11.20	Office Electricity	56.61	Agreed
16	01.02.21	Office Electricity	52.75	Agreed
17	04.03.21	Office Electricity	60.37	Agreed
18	08.04.20	ICO-DPA Cert	40.00	Agreed
19	28.11.20	CCTV	1,296.00	Agreed
20	28.11.19	Insurance	2,726.84	Agreed
21	28.11.20	Sage software	1,186.80	Determined reasonable
22		Wages	27,928.20	No increase determined reasonable
23		Mobile	240.00	Agreed
24		Site Licence	756.00	Agreed
			38,705.51	Total determined reasonable
		Per 54 units per annum	716.77	
		Per unit per month	59.73	

55. Therefore, The Tribunal determines the reasonable Service Charge for the year 1st April 2020 to 31st March 2021 payable during the year 1st April 2021 to 31st March 2022 is a total of £38,705.51. For each of the 54 Mobile Homes

(including the Rented Units) it is £716.77 per annum which is £59.73 per month.

Water

56. The Respondent provided copies of the Water Invoices and a spread sheet of the costs. Mrs Kelston-Merritt was critical of the schedule as item 8 of the period 2016 to 2019 and item 1 of 2019 to 2020 has a split invoice. The Applicants felt this was confusing and provided adjusted figures to avoid the split. Both the Applicant's figures and the Respondent's Schedule are included in the table below. Whichever is used the overall cost of water is the same.

	Respondent's Schedule		Applicant's figures avoiding the split invoice
	2016 to 2019	£	£
1	4 th April 2016 to 13 th May 2016	5,513.90	
2	13 th May 2016 to 1 st June 2016	1,476.90	
3	2 nd June 2016 to 22 nd November 2017	36,609.04	
4	23 rd November 2017 to 22 nd May 2018	16,512.45	
5	23 rd May 2018 to 19 th November 2018	9,186.17	
6	20 th September to 13 th November 2018	2,566.17	
7	14 th November to 10 th March 2019	7,683.52	
8	11 th March 2019 to 31 st March 2019 (21 days)	1,011.80	
	Sub Total	80,559.95	79,548.15
	Adjustment	52,539.49	
	Total payable 1 st April 2020 to 31 st March 2021	28,020.46	27,008.66
	Unit Charge	509.46	491.07
	2019 to 2020		
1	1 st April 2019 to 27 th May 2019 (57 days)	2,746.31	3,758.11
2	28 th May 2019 to 11 th September 2019	5,378.04	
3	12 th September 2019 to 24 th September 2019	3,463.07	
4	25 th November 2019 to 13 th February 2020	5,564.21	
	Total payable 1 st April 2021 to 31 st March 2022	17,151.63	18,163.43
	Unit Charge	311.85	330.24
	2020 to 2021		
1	14 th February 2020 to 14 th May 2020	3,760.36	
2	15 th May 2020 to 14 th August 2020	4,431.47	
3	15 th August 2020 to 20 th November 2020	5,203.00	
4	21 st November 2020 to 18 th February 2021	3,829.56	
	Total	17,224.39	
	Unit Charge	319.44	
	2021 to 2022		
1	19 th February 2021 to 27 th May 2021	5,336.44	
2	28 th May 2021 12 th August 2021	6,977.52	
3	13 th August 2021 to 25 th November 2021	7,287.76	
4	24 th November 2021 to February 2022	To be received	
	Total	19,601.72	

57. The Tribunal noted its previous decisions as follows:

Re Period 2016 to 2019

58. In the decision case reference CAM/00MF/PHI/2019/0010 dated 9th September 2019 it was noted that due to faulty meters, water leakage and the failure to invoice the Respondent regularly, arrears had accrued. The water charge then outstanding was, for periods 1–6 for 2016 to 2019 in the table above, reduced by £52,539.49 which was a leakage allowance negotiated by Miss Ann Barney with the utility company, Thames Water. As at the time of that hearing the outstanding sum was £17,725.33 payable for the year 2016 to 2019 plus £7,683.52 payable for the year 2019 to 2020. The total water charge for the period 4th April 2016 to 31st March 2019 at that time appeared to be £25,408.85. As the water charges are paid in arrears, the decision, based upon the figures then available, required the Respondent to provide a statement to each Occupier informing them to what extent they were in debit or credit. If in debit to demand such amount as would bring the Occupier in balance by 31st March 2020. The need for the demand was that some Occupiers had paid more than others to the Respondent in respect of the water charge which Occupiers should have anticipated would be significant due to the difficulties referred to.
59. On looking at the figures now available it is apparent that the total outstanding for the period 4th April 2016 to 31st March 2019 is £80,559.95 less the £52,539.49 leakage allowance totals £28,020.46 (or £27.008.66 avoiding the split invoice).
60. This sum should have been met, save for £2,611.61 (£47.48 per unit), using the Respondent's Schedule, being the difference between £25,408.85 and £28,020.46, by the Occupiers payments by 31st March 2020 following the demands ordered to be sent out in the decision case reference CAM/00MF/PHI/2019/0010 dated 9th September 2019. This would have brought the Occupiers up to date as at 31st March 2020 on the basis that the charges are paid a year in arrears.

Re Period 2019 to 2020

61. The Water Charge incurred for the period 1st April 2019 to 31st March 2020 was £19,992.79. This, according to past practice, was payable during the year 1st April 2020 to 31st March 2021. In the course of proceedings for case reference CAM/00MF/PHC/2020/0007 dated 21st December 2020 the Respondent stated that it intended to send Occupiers' water bills quarterly.
62. However, the Tribunal determined in its decision that the water charge incurred during the year 1st April 2019 to 31st March 2020 which is to be paid during the year 1st April 2020 and 31st March 2021 is to be paid monthly. Therefore, as now known the sum of £19,992.79, payable by Occupiers during the year 1st April 2020 and 31st March 2021 is to be paid monthly i.e., £363.51 per unit.

63. The Tribunal went on to determine that if the method of payment was to be changed for the water charge incurred for the period 1st April 2020 to 31st March 2021 this was to be explained to the Occupiers and transitional arrangements put in place to avoid hardship.

Applicants' Case

Amount of the Water Charge

64. The Applicant's representative stated that no explanation has been received as to what transitional arrangements are to be made or how the method of payment of the water invoices is to be changed. No proposals have been put forward for a transitional agreement. Reference was made to Implied Term 22(f) which states that the park owners must "consult a qualifying residents' association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly".
65. It was said that contrary to the decision in case reference CAM/ooMF/PHI/2019/0010 dated 9th September 2019 the Occupiers have not received a statement of account for what they have paid.

Payability of Water Charge

66. The Applicants submitted that the Respondent did not provide the Invoices for Water within 28 days of a request. A request was made by the Applicant's Representative by email on 6th March 2020 and on 14th March 2020
67. Therefore Article 9 of the Water resale Order should be applied, which states that half the average charge of the area is payable. As Mere oak Park is the local area for the Water Invoices dated 28th May 2019 to 17th February 2020 the charges should be reduced to £165.12 per unit.

Respondent's Case

68. The Respondent stated that in case reference CAM/ooMF/PHC/2020/0007 dated 21st December 2020 the Tribunal determined that all water charges for the period prior to 31st March 2020 should be paid fully before the commencement of the year 1st April 2021 i.e., by 31st March 2021.
69. It was said that many Occupiers are still not up to date with the payment of the water charge and the Respondent asked for a determination that they were in breach of the Written Agreement.
70. It was stated that in the Decision dated 21st December 2020 the tribunal held that the Respondent was entitled to change the method of charging for water from being included in the annual service charge to being payable under statutory implied term 21(b) of Schedule 1 of Part 1 of the Mobile Homes Act 1983, as amended. However, it also held that the Respondent should put in place transitional arrangements to avoid hardship to the Occupiers due to the change in method of charging.

71. Unfortunately, it was not possible to agree a transitional arrangement for the year 1st April 2020 to 31st March 2021. As a result, the Respondent proposed that the water bills for that year should be paid in full by 31st March 2022 which will be 12 months after the end of that year and so in line with what has happened in previous years.
72. By way of a transitional arrangement the Respondent proposed that all the water charges for the period 1st April 2021 to 31st March 2022 should be paid on a monthly basis starting in April 2022 so that all the bills will have been paid in full no later than 20th September 2022 being six months after the end of that year.
73. With effect from 1st April 2022 the Respondent proposed that Occupiers pay for the water used on site within 28 days of being notified by the Respondent of the sum due based on the invoices received from Thames Water.
74. In recent years Thames Water has typically delivered five bills per annum. The Respondent would then inform the Occupiers of their share of the relevant bill within 28 days of receiving the Thames Water Invoice and the Occupiers would then pay their share of the bill within 28 days of that notification.

Tribunal's Decision

75. Firstly, the Tribunal considered the Applicants' submission that the Water Charges should be halved because the Respondent did not provide a copy of the Water Invoices within four weeks of the request as required by Article 9 of the Water Resale Order 2006. The Tribunal was of the opinion that the purpose of the legislation is to make sure that Occupiers are notified of the amount of the invoice together with the way it is apportioned within 28 days of a request. Until they are notified, the reduced charge is payable.
76. In the present circumstances the water charges are payable in arrears and the Respondent provided the total amount of the charge and the apportionment therefore is compliant with the Order with the demand. The purpose of the Order is not to require the Respondent to provide the invoices within 28 days only to make the amount and apportionment clear. There is a provision which requires the invoices to be produced under paragraph 22 (b) (ii) of the Written Agreement but there is no penalty for failing to provide the requisite information within a specified time.
77. The Tribunal made a decision after a full discussion at the hearing. The Tribunal considered it was reasonable that the water charge should be paid quarterly. Unlike the Service Charge which may vary due to different items and costs, the Water Charge was for a single utility, the costs for which although variable, is when demanded regularly, within certain parameters that can be anticipated by Occupiers.
78. To affect a satisfactory transfer from the current method (the Current Method) whereby Occupiers pay the water charge for the previous year in monthly instalments to charging quarterly (the new Method) the Tribunal

found that it was important that as many Occupiers as possible should be up to date with their water payments under the current method before a change was in place. This is to the benefit of both parties.

79. The time scale envisaged by the previous tribunal were, and as proposed by the Respondent in the present proceedings are, over optimistic in achieving a satisfactory solution.
80. The Tribunal orders that Current Method of monthly payment in arrears should continue as follows:
 - a) The water charges incurred during the year ending 31st March 2021 are to be paid monthly in arrears during the year ending 31st March 2022 as should be happening in any event.
 - b) The water charges incurred for the year ending 31st March 2022 are to be paid monthly in arrears during the year ending 31st March 2023, i.e., this year.
81. However, during the 2022, the Respondent must:
 - a) provide each Occupier with an account of how much they are in debit or credit under the present method of charging by 31st July 2022. For those in debit a scheme should be proposed to ensure that their monthly payments up to 31st March 2023 cover all outstanding sums so that they are up to date with their payments under the Current Method by 31st March 2023 i.e., all water charges incurred to March 2022.
 - b) carry out a consultation under paragraph 22(f) of the Written Agreement with regard to transitional arrangements (Transitional Arrangements) for the payment of the Water Charge quarterly.
82. From its experience of payment schemes for tenants paying through service charges for major works on blocks of flats, the parties should be thinking of Transitional Arrangements being over 24 months.

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).