



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

Case Reference : **CAM/12UE/PHI/2022/0012
P:PAPERREMOTE**

Property : **37 Brookway, St Ives Park,
Needingworth Road, St Ives,
Cambridgeshire PE27 5NT**

Applicant : **The Berkeley Leisure Group
Limited**

Respondent : **Mr Michael Richard Legg**

Type of Application : **Determination of the pitch fee –
paragraph 18 of Schedule 1 Mobile
Homes Act 1983, as amended (“the
Act”)**

Tribunal Member : **Evelyn Flint FRICS**

Date of Decision : **23 June 2022**

DECISION

Decision of the tribunal

The tribunal determines that the new pitch fee from 1st January 2022 for the pitch known as 37 Brookway St Ives Park Needingworth Road St Ives Cambridgeshire PE27 5NT is £120.89 per month

Introduction and background

1. This has been a remote/hearing on the papers which has been consented to/ not objected to by the parties. The form of remote hearing was P:PAPERREMOTE. A face to face hearing was not held because no one requested the same nor was it practicable and all the issues could be determined on the papers. The documents that I was

referred to are in a bundle of 47 pages, the contents of which I have recorded. The order made is described at the end of the reasons.

2. The applicant is the site owner and the Respondent is the occupier of the Park Home address. They have not agreed the new pitch fee effective from 1st January 2022. Consequently, the site owner must apply to the Tribunal in order to obtain an increase. There does not appear to be any dispute regarding the effective date of the increase which is contained in the agreement dated 23 May 1984 made between The Berkeley Leisure Group Limited and Gilbert George Hart and June Hart. The agreement was assigned to the respondent on 5 November 2010.
3. On 18 November 2021 the Applicant, served a notice proposing a new monthly pitch fee of £120.89 based on the current pitch fee of £114.34, increased by the change in the Retail Price Index over the twelve months from October 2020.
4. The Applicant applied to the Tribunal on 9 March 2022 for a determination that a change in the pitch fee is reasonable and the amount of a new pitch fee.
5. Directions were issued on 27 April 2022 stating that the Tribunal would deal with the application on the papers only unless any party requested a hearing by 25 May 2022. No such request was received.

The Law

6. The site owner can only increase the pitch fee annually with the agreement of the occupier or, in the absence of an agreement, by a determination of a new pitch fee by the Tribunal.
7. The site owner must give written notice accompanied by a prescribed Pitch Fee Review Form. The Tribunal notes that the correct form and time limits have been complied with in this case.
8. Paragraph 18 (1) states that
When determining the amount of the new pitch fee particular regard shall be had to—
(a) any sums expended by the owner since the last review date on improvements—
(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

Further by S20 (1) There is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1) above.

Site Inspection

9. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

The Evidence

10. The applicant provided a bundle of documents containing a copy of the application, the Directions, the original agreement, the pitch fee review letter, Pitch Fee Review Form and an extract from the Office for National Statistics Retail Price Index (RPI) for the relevant period and a witness statement that the applicant did not know why the Respondent had not agreed to the new pitch fee.
11. The original agreement complies with the terms imposed by the Act as amended.
12. The Respondent did not provide any evidence or comments on the proposed review.

Determination

13. As the Tribunal has received no evidence from the Respondent and the increase is based on the change in the RPI over the relevant twelve months it determines that the pitch fee should increase from the review date of 1st January 2022 to £120.89 per month in accordance with the Notice dated 18 November 2021.
14. If the Respondent has continued to pay the original pitch fee since the review date, he must pay the difference to the Applicant.

Evelyn Flint FRICS

23 June 2022

RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
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.