



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

Case Reference : **MAN/00EB/PHC/2021/0013**

Property : **45 Seaview Park, Easington Road,
Hartlepool, TS24 9SJ**

Applicants : **Brian Cutter & Louise Stevens**

Respondent : **Richard Hill and William Hill t/a Hill
Enterprises**

Type of Application : **Under s.4 of the Mobile Homes Act**

Tribunal Members : **Judge P Forster
Mr P Mountain**

Date of Decision : **16 February 2022**

**Date of
Determination** : **14 March 2022**

DECISION

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The Decision

The Tribunal answers the Applicants three questions as follows:

- (1) the Respondent has complied with its obligations by providing a sketch plan, albeit only after some delay. There is no sanction available against the Respondent.
- (2) the pitch is the size of the concrete base.
- (3) the Applicants have no legal interest in the land around their Park Home and have no right to exclude anyone from the land. Any agreement between the Respondent and Openreach is a matter for them and not the Applicants.

The Background

1. The Applicants, Brian Cutter and Louise Stevens, apply under s.4 of the Mobile Homes Act 1983 (“the Act”) for the Tribunal to determine three questions arising out of their agreement dated 3 November 2015 with the Respondent, Hill Enterprises, relating to 45 Seaview Park, Easington Road, Hartlepool, TS24 9SJ (“the Park Home”).
2. The Applicants are the owners of the Park Home. The Respondent is the owner and operator of Seaview Park (“the Site”), which is a licensed site under the Caravan Sites and Control of Development Act 1960. “Hill Enterprises” is the trading name of Richard Hill and William Hill. The parties entered into a pitch agreement dated 3 November 2015 that commenced on 20 November 2015.
3. The Applicants’ questions are:
 - (1) *“are Hill Enterprises in breach of Paragraph 229a)(i)(ii) of the Implied Terms, Owners Obligations by not supplying in a timely manner, the information requested and paid for under this Section?”*
 - (2) *In the absence of the requested information, are Hill Enterprises correct in their written definition that our ‘pitch’ described as ‘Seaview 45’ in Section 4 of our written agreement is only the size of the concrete base that our mobile home sits on and the area on all four sides of our home are for the Park Operators use?*
 - (3) *“Would any Wayleave agreement between the Site Owner(s) and a utilities company i.e., Openreach, give the said utility company carte blanche access to utility boxes on our pitch?”*
4. The question to be determined by the Tribunal is the size of the Applicants’ pitch.

5. Directions were issued on 9 November 2021 that provided for the parties to file bundles of documents to include their written statements of case. There was also provision for a site inspection to be made if thought necessary. After considering the papers and hearing the evidence, the Tribunal concluded that a site inspection was not necessary to determine the issues in the application. The parties were asked to provide photographs of the Park Home, and the Respondent to produce a copy of the site licence, to assist the Tribunal. The Tribunal needs to construe the terms of the Written Statement dated 3 November 2015 and this does not require a site inspection. The Tribunal also has regard to the overriding objective which calls for the case to be dealt with in ways that are proportionate to the available resources of the parties and the Tribunal.
6. The hearing was conducted by video on 16 February 2022. The Applicants represented themselves and the Respondent was represented by Mr Mullan. The Tribunal heard evidence from Mr Cutter and Mr Hall. Photographs have been provided together with a copy of the site licence.

The Applicants' Case

7. The Applicants' evidence is that on 3 November 2015 they met Richard Hill of Hill Enterprises to look at park homes on Seaview Park. They chose to purchase the park home that was already sited on plot 45. The Applicants say they were told by Mr Hill that the area around the park home was theirs to do with as they pleased as long as they didn't enclose the front of the Park Home as the Site has an open aspect. They say that Mr Hill pointed to what other residents had done to their garden areas.
8. The Applicants say that in April 2016 they asked Mr Hill for permission to lift the turf at the side of their park home to create a patio area and erect a rotary drier. This involved lifting the turf at the front of the Park Home where that Openreach box is located and covering the area with stone chippings. They also asked for permission to erect a fence between no.45 and no.46 along the line of an existing brick wall. The Applicants say that Mr Hill agreed and the work was carried out.
9. Since November 2015 to the present, the Applicants claim that they have looked after the area that has become their garden, painted the fences, including the door of the electricity meter box and generally maintained the area around their park home in compliance with the terms of the Written Statement.
10. In September 2020, the Respondents started to develop an area to the south of the Site. Between October 2020 and March 2021, Openreach engineers went onto the Applicants' pitch, they say, sometimes several times a day and sometimes as many as six engineers, to access the underground utility box. The Applicants state that they "tolerated bad language, inconvenience, noise

disturbance, lack of privacy, mud on our path and even dirty marks on our home. All these visits were unannounced”.

11. The Applicants say that in late March 2021 an Openreach engineer walked into their garden unannounced at 5.45pm. They had had enough and challenged the engineer. On 4 June 2021, an engineer wanted access and the Site Manager asked Miss Stevens for permission. She said no, and it is alleged that she was threatened by the Site Manager. The police were informed and a letter of complaint was sent to the Respondents.
12. The Applicants say that the pitch extends beyond the concrete base on which the Park Home stands. The base measures 40 feet by 20 feet and the Park Home is 34 feet by 20 feet. The Applicants did not put forward any dimensions for the size of the pitch which they argue for. Mr Cutter described the area around their Park Home as bordered to right by a brick retaining wall that stands between no.45 and no.46; bordered to the left by a brick retaining wall between no.45 and no.44; the front of the plot borders the road on Seaview and the rear border is the fence which separates Seaview from Easington Road.
13. The Applicants’ copy of the Written Statement did not include page 2. They have looked at the copy of page 2 produced by the Respondent and do not remember seeing it or signing it. They take issue with the wording of paragraph 5 which states that “the pitch is the size of the base plus access only”. The Applicants say that they cannot tell if the words on page 2 were added at a later date. They did not go so far as to allege that the document has been altered.
14. At the request of the Applicants, the Respondent produced a sketch plan which purports to show the size of the plot by reference to the base and the adjacent park homes. Mr Cutter has measured the site and says that the Respondent’s measurements are incorrect.

The Respondent’s Case

15. The Respondent’s case is that the pitch is the same size as the base on which the Applicant’s Park Home stands. The Respondent relies on the Written Statement dated 3 November 2015 and in particular on paragraph 5 on page 2. Mr Hall stated this a standard form agreement which they have printed and use on several sites including Seaview. At the time of the agreement, no drawing was made in the space provided in the document because this would have added nothing to the verbal description of the plot set out at paragraph 5. By use of the words, “plus access only” the intention was not that the pitch extended beyond the concrete base but to reassure occupiers that there was access to their homes.
16. Mr Hall explained that the Applicants and other residents on the Site are able to use the land around their park homes but they do not have any rights over it. The objective was to ensure that the Respondent retained control of the land. The

Respondent did not object to the land being used by park homeowners and no objection was taken to the work done by the Applicants.

17. Any suggestion that page 2 of the Written Statement had been altered in any way was denied by Mr Hall. The Applicants were asked to sign each page of the Written Statement as evidence of the fact that the page had been read.

The Law

18. S.4 of the Act which gives the Tribunal jurisdiction provides that:

“The court [the tribunal] shall have jurisdiction to determine any question arising under this Act or any agreement to which it applies, and to entertain any proceedings brought under this Act or any such agreement”.

Reasons for the decision

19. The Tribunal accepted Mr Cutter’s account that he and Ms Stevens travelled down from Scotland on 3 November 2015 with a view to buying a park home at Seaview. They met Richard Hill who showed them around the Site and they looked at a number of park homes that were for sale. This was the first park home site they had visited but they had a good idea of what to look for because Ms Steven’s mother lives in a park home in Scotland. The Applicants chose to buy the park home on plot 45. They negotiated a price that was lower than the one being asked. The Applicants went ahead without taking legal advice and signed a document waiving the 28-day cooling off period. They went through the Written Statement which gave them the right to occupy plot 45, signing each page at the bottom as they were asked to do by Mr Hill.
20. The Applicants’ evidence is that in 2015 the plot was open, bordered on each side by a low retaining wall and that their Park Home stood on a concrete base. They say that the pitch is bigger than the base but they have not given any dimensions.
21. The Applicants’ photographs show the plot now. The area immediately in front of their park home is open to the road and covered with chippings. The manhole cover over the Openreach box can be seen. The pitch appears to be on a slight slope running from left to right. There is a low brick wall between no.45 and no.44 against which a wooden panel fence has been erected on no.44’s side. The path down the left hand side of no.45 is two paving stones wide. These appear to be of a standard size, 600mm x600mm. There are steps giving access to the park home.
22. On the right hand side of the park home there is a low brick wall against which a wooden panel fence has been erected on no.45’s side. The area between no.45 and the wall is laid with blocks to provide a parking space. A wooden panel fence runs across from no.45 to the wall to separate the parking space from the rear of

the plot. Paving stones have been laid on part of the area behind the panel fence and part of the area is covered with stone chippings. This is where the rotary drier is located. There are approximately 10 paving stones between the park home and the wall.

23. In order to determine the size of the Applicants' pitch, the Tribunal must construe the terms of the Written Statement dated 3 November 2015. A copy of the document has been produced. The agreement is subject to the Mobile Homes Act 1983 and incorporates introductory and express terms, information about the homeowners' statutory rights, the implied terms and supplementary provisions. The agreement took effect on 20 November 2015 and permitted the Applicants to occupy the plot.
24. The Applicants say that they have no recollection of signing the Written Statement but both of them did sign each page at the bottom of the document. The Tribunal finds that the Applicants signed the document and intended to be bound by its terms. They did so within an hour or so of arriving at Seaview and without legal advice. They waived their right to the cooling off period in respect of the purchase of the Park Home. This all suggests they were eager to proceed and perhaps did not study the terms of the agreement in great detail.
25. The Applicants did not have a copy of page 2 of the Written Statement and only after several requests did the Respondent produce the missing page. The Tribunal rejects any suggestion that the signatures at the bottom of page 2 have been photocopied. There is no evidence to support such a claim.
26. The Respondent relies on the Written Statement and in particular page 2.
27. Page 2 is headed "Plan". Paragraph 5 reads: "A plan showing (a) the size and location of the pitch; (b) the size of the base on which the park home is to be stationed; and same size as home (c) measurements between identifiable fixed points on the site and the pitch and base". There is a grid box where a plan can be drawn. Underneath the box, is written: "the pitch is the size of the base plus access only".
28. The Applicants point out that in the Respondent's email on 8 June 2021, it is stated that the area of the pitch "is the size of the home only", but now, Mr Hill in his statement dated 8 December 2021, and in his evidence at the hearing, refers to page 2 which states that "the pitch is the size of the base plus access only".
29. The Written Statement is in a standard form and provides for a plan to be drawn to identify certain important matters, but that was not done. Paragraph 5 states that the plan will show the size and location of the pitch but there is no plan and no dimensions are provided. The size of the base is distinguished from the size of the pitch at (b) where dimensions are required but again not given. The words

“and the same size as home” have been added after the semi-colon. This is a clumsy addition which is superfluous.

30. There was discussion about the meaning of “the pitch is the size of the base plus access only”. Mr Hall did not accept this means that the pitch must be larger than the base. The Applicants read the words to mean that the pitch must include the land adjacent to the Park Home.
31. The area to the right of the Park Home between it and the retaining wall is wider than is needed to give access. The Tribunal does not accept the Applicants interpretation of the words used in paragraph 5. The Tribunal finds that “plus access only” does not add anything to “the pitch is the size of the base”.
32. In the Tribunal’s experience it is unusual for the pitch to be confined to the size of the base because within the pitch, provision is made for parking and activities related to the enjoyment of the park home. Notwithstanding this, the size of the pitch is determined by the Written Statement.
33. There is no dispute that when the Applicants asked Mr Hill for permission in 2016 to carry out works around their Park Home, he agreed, and indeed, he has no objection now to what has been done. Asking for permission is consistent with the terms of the Written Statement. Granting permission was not inconsistent with the Respondent’s case that the pitch is limited to the size of the concrete base.
34. The site licence was reissued by Hartlepool Borough Council on 5 January 2017. It is subject to the condition that every caravan must where practicable be spaced at a distance of no less than six metres from any other caravan which is occupied as a separate residence. The park homes on Seaview Park appear to comply with the condition, based on the plan drawn by the Respondent or on the Applicants’ evidence. The Written Statement is consistent with the site licence.
35. The size of the pitch stands to be determined by reference to the Written Statement. It overrides what the Applicants may believe they were told by Mr Hill on 3 November 2015. In the discussions which took place, Mr Hill did not specify the extent of the pitch. They Applicants made an assumption on what they saw.
36. Under s.1(b) of the 1983 Act the written statement of terms must include particulars of the land on which the proposed occupier is to be entitled to station the mobile home that are sufficient to identify the land. The Written Statement at page 2 by use of the words “the pitch is the size of the base” identifies the pitch with sufficient clarity.
37. In the correspondence between the parties since the dispute arose, various statements were made by the Respondent which differ in some degree from the Written Statement. The Applicants rely on this to make their case. The sketch

plan produced by the Respondents includes dimensions disputed by the Applicants. However, the Tribunal must determine the size of the pitch in accordance with the Written Statement and not by what has been written or said since or by the plan which does not form part of the 2015 agreement.

38. The Tribunal finds that the pitch is the size of the concrete base as described in the Written Statement. This is not inconsistent with the Applicants use of the land around their Park Home.
39. It is unfortunate that the dispute between the Applicants and the Respondent has resulted in these proceedings. At the end of the hearing, the Applicants said how much they enjoy living at Seaview and how happy they are with the Site. Hopefully, good relations can be restored because this would be in the best interest of all concerned.

Judge P Forster

16 February 2022