FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	CHI/18/00HE/PHI/2022/0005-9
Property	:	2, 3, 4, 6 & 10 Chy Noweth Park, Barn Lane, St Columb Major, Cornwall TR9 6FQ
Applicant	:	Kernow Park Homes Ltd
Representative	:	Mr Michael Mullins (Counsel) and Ms Kirsty Apps (Apps Legal)
Respondents	:	Mrs Margaret Sullivan (2) Mrs Sue Sloan (3) Mrs Jennifer Humes (4) Mrs Linda Brocklehurst (6) and Ms Marilyn Lee (10)
Type of Application	:	Review of Pitch Fee; Mobile Homes Act 1983 (as amended) the "Act"
Tribunal Members	:	Judge C A Rai Mr R Brown FRICS
Date type and venue of Hearing	:	27 July 2022 "In person" Truro Magistrates Court, Tremorvah Wood Lane, Truro, Cornwall TR1 1HZ
Date of Decision	:	15 August 2022

DECISION

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1. The Tribunal orders that the Applicant may increase the Respondents' current pitch fees by 6% from the 1 January 2022.

2. The reasons for its decision are set out below.

The application

3. The Applicant made five separate applications dated 22 February 2022 to the Tribunal for the determination of the new level of pitch fee for five pitches on the Park. Separate Directions dated 6 April 2022 were issued by the Tribunal in respect of each application. Each application was accompanied by a witness statement made by Mr David Powell director of the Applicant also dated 22 February 2022.

4. A "combined evidence pack" was submitted to the Applicant by Mrs Sue Sloan on behalf of all the Respondents on 3 May 2022 confirming that they disagreed with the proposed increase in their pitch fees. The statement was not dated or signed by any of the Respondents but purported to be sent on behalf of all five Respondents.

5. The Applicant filed a statement in response to the joint and individual submissions and Mr Powell submitted a second witness statement dated 17 May 2022.

Background

6. Chy Noweth Park was developed by the Applicant during 2014/2015. Previously the site was an industrial park. Planning Permission for the redevelopment of the Park was obtained in late 2012. The planning permission restricted the occupation of the residential park homes to persons aged 55 years or above and granted consent for eleven park homes to be stationed on the Park.

7. On 1 January 2022 (the date of the Pitch Fee review) six homes on the Park were occupied.

8. The Applicant served the Pitch Fee review notice in November 2021. The Respondents have not suggested or submitted that the review procedure was flawed. They have refused to pay the increase because of the issues listed in their statement, supported by the information and reasons contained in their combined evidence pack.

Inspection

9. The Tribunal inspected the Park just after 10:15 on 27 July 2022 accompanied by its clerk Mr Webber. The Applicant was accompanied by Mr Powell, his daughter Joanna (Park Manager), his solicitor Ms Apps and Mr Mullins (Counsel). Mrs Sullivan, Mrs Sloan, Mrs Brocklehurst and Ms Lee also attended the inspection accompanied by Mrs Brocklehurst's daughter.

10. Chy Noweth is sited on the north side of Barn Road. The Tribunal looked at the visitor parking "pull in" located to the right of the road at the entrance to the Park. The road providing access to the eleven pitches has been made up to basecoat level with concrete kerb stones. The "pull in" located to the right of that road just beyond the entrance, is adjacent to a low stone wall on which there is some planting. Trees and other plants populate the boundary behind that wall. On the date of the inspection three cars were parked on the right hand side of the road. There was sufficient space for a car to pass the parked cars.

11. Plot 1 has not been developed. A concrete slab has been constructed on part of each undeveloped plot. The Tribunal were told later by the Applicant during the hearing that utilities have been laid. Plot 2 is occupied by Mrs Sullivan. Plots 3 and 4 are occupied by Mrs Sloan and Mrs Humes. Plots 5, 7, 8 and 11 remain undeveloped. Plots 6 and 10 are occupied by Mrs Brocklehurst and Ms Lee. The occupier of Plot 7 has agreed to the increase in the pitch fee.

12. A footpath behind Plot 7 connects Chy Noweth with the adjoining Sun Valley Park which is owned by Mr Powell's family. There is wooden gate at the bottom of that footpath which has been recently installed by Mr Powell.

13. The boundary behind Plots 7 – 11 separates the Park from Sun Valley Park. It consists of a Cornish hedge and a line of trees and shrubs. The Tribunal were told that the area behind Plot 11 contains tree stumps and rubble removed by the builders and other surplus building materials abandoned following the construction of the last home. One tree stump was visible but at the time of its inspection the remainder of that area was covered by foliage and wildflowers.

14. The gardens surrounding the occupied homes were tidy and colourful and all of those homes were attractively presented.

The hearing

15. Prior to the commencement of the formal hearing Mrs Sloan explained that the Respondents wished to submit two further witness statements from other persons supporting the Respondents evidence of past promises made by Mr Powell about visitor parking. Mrs Sloan also wished to submit a copy of an email from Cornwall Council regarding the limitation of parking on the Park.

16. The Applicant objected to the submission of the two witness statements and the email from Cornwall Council. Mr Mullins also said that the joint statement in the bundle was not signed and did not constitute a witness statement. Mr Mullins said that there had been ample time between the date of the Directions and the date of the Hearing for the Respondents to submit evidence.

17. The Tribunal agreed to admit the email from Cornwall Council because its content was likely to be factual but did not consent to the admission of the additional witness statements. A copy of the email was given to the Applicant and the Tribunal. It was short and simply recorded in response to an enquiry that there was no "general" limitation with regard to the number of cars per household that could be parked within the Park.

18. The Judge explained to the Respondents that it was unlikely that the witness statements, which apparently supported the Respondents' suggestion that additional visitor parking had been promised, would influence the Tribunal's decision but it would have been unfair to the Applicant for the Tribunal to admit statements which the Applicant had not seen and had no opportunity to comment on or challenge. Furthermore, the parties who had made those statements were not present at the hearing so the Applicant would be denied any opportunity to test their evidence by cross examination.

19. Mr Mullins asked for clarification with regard to Mrs Jennifer Humes' response to the Application and her participation in the proceedings. She is named as a party to the joint statement but was not in attendance and has made no separate representations. He said the Applicant has not seen written confirmation that she is represented by any of the other Respondents.

20. Mrs Sloan said that Mrs Humes had attended the first joint meeting with the other four Respondents but not participated in the proceedings since. She said each of the four Respondents would speak for themselves but none represented Mrs Humes.

21. The Tribunal explained that parameters of its jurisdiction in detail advising the Respondents that in order to rebut the presumption that the pitch fee should be increased in line with the rise in the Retail Price Index they would need to demonstrate that the amenity of the site has been reduced since 2013 or if later, the date on which they first occupied the Park, (as is the case for all the Respondents in attendance).

22. Mr Mullins helpfully explained that any consideration about the amenity of the Park should be considered in relation to the Park as a whole and in "the round". He said that none of the Respondents had provided any evidence of deterioration in the amenity of the Park. All of their complaints about deficiencies related to deficiencies which existed on the date they first occupied their homes.

23. The Respondents confirmed that each accepted that the statutory procedure regulating the increase of the Pitch Fees in January 2022 has been correctly followed by the Applicant and that their refusal to agree the new level of Pitch Fee is unrelated to procedure.

24. The Respondents put forward several issues as the reason they consider that the amenity of the Park has diminished summarised under the headings below.

Visitor parking

25. Mrs Sloan said and the other Respondents present all agreed that when each bought their home they had understood, and been promised, that the visitor parking provision would be improved. She said that the "pull in" at the entrance to the park is not wide enough to accommodate parked cars and enable vehicular access to the park by larger commercial vehicles such as the refuse lorry. One of the Respondents suggested that a note had been left on the windscreen of a parked car which stated that parking in the pull in was obstructing access to the park. Another of the Respondents suggested that during wet periods mud washed out of the bank on to the road. Another suggested that the tarmac has been damaged by debris washing out of the bank. All of the Respondents claimed that despite prior promises made by or on behalf of the Park owner no improvements to the visitor parking have materialised. Their written and oral submissions referred to a promise of an improved provision and to emails received from the park manager since each had moved on to the Park

Appearance of the Park.

26. The Respondents had also objected to the pitch fee increase because they felt that their general grievances and communications about the appearance of the Park have been ignored by the Applicant. Each of the Respondents complained about the rubble intermittently stored on the empty pitches. Mrs Brocklehurst's home overlooks the Plot 11 and is adjacent to the Plots 6 and 7 which are also both undeveloped. Ms Lee's home is adjacent to Plot 11. Mrs Sullivan's home is next to Plot 1.

27. The Respondents also complained about the appearance of the empty pitches particularly Plot 11. It was suggested that from time to time communal areas have not been adequately maintained. The Respondents described the empty sites as "unsightly as they have been since we each moved in".

28. The Respondents both suggested, individually and collectively, that their requests for the removal of the excess building materials rubble and general detritus were met with vague promises from the Applicant but never resulted in action save that the rubbish would be transferred between the empty plots. Ms Lee said that promises made by the Applicant were never kept. The situation has been the same for five years.

29. There was a collective general disquiet about the length of time it is taking to complete the development It was suggested that the Applicant is "dragging its feet" rather than completing the development of the Park. Although three new homes might be installed by January 2024 two plots will remain empty. Mrs Sloan expressed her frustration with the length of time is it is taking to complete the Park. She said that she objects to the scattered rubble. She claimed that the piles of rubbish affect the residents well-being. She considered that the Park looks shabby. Mrs Sloan conceded that latterly Mr Powell has regularly mowed the communal grassed areas. All the Respondents are particularly unhappy with the appearance of the area between Plot 11 and the lower boundary between the adjacent Sun Valley Park.

30. The Respondents are aware of a recent visit to the Park by the Council's inspector. They did not know the purpose of the visit but assumed it was a periodic visit made by Cornwall Council made to inspect park home sites. They said they had not been informed of the outcome or any subsequent written comments made by the Council. They believed that the inspector had been impressed by, and might even have congratulated the Applicant on, the attractive appearance of the occupied plots but could not believe that he would have formed a similar opinion about the unoccupied plots. The Applicant has responded to their written submission by confirming that he did not receive any form of written report from Cornwall Council following its "inspection".

31. Mrs Sloan said that the complaints which she and the other respondents had set out both in the written submission and orally at the hearing are the accumulation of their collective frustration. Today was the first time that she had met the current site manager. She suggested that the response to the Pitch Fee increase was the result of lack of communication from the Applicant.

Footpath between Park and Sun Valley Park

32. The Respondents collectively and individually agreed that this was no longer an issue. Since the gate has been installed at the bottom of the footpath it is possible to use it to traverse between the parks.

Lighting

33. The Applicants want a light installed at the entrance to the Park to make it easier and more welcoming for the residents when approaching the Park in darkness. There is no complaint about the bollard lighting on the Park road. The Respondent described Barn Road as tree shrouded and narrow and dark. Their request for lighting at the entrance has been refused by the Applicant on the basis that it is not responsible for lighting on Barn Road.

Generally

34. Ms Lee is unhappy with settlement which has occurred on her brick porch but accepted that this issue was not one which could be taken account of by the Tribunal. Notwithstanding her acceptance of that fact, she was clearly unhappy and frustrated by how long it has taken hitherto for the Applicant to rectify the defect. Her evidence suggested that she has been ignored because she has not made a fuss and might have made more progress if she had complained more vociferously and more frequently.

35. The Respondents stated that because they concluded that the Applicant does not intend to address the issues they have raised, they decided that the only leverage they could exert was to withhold payment of the proposed pitch fee increase. They all said that they had dealt with the Applicant in good faith and accepted its promises and assurances. However, they believed that the Applicant has not met its commitment to deliver an attractive and safe environment on the Park and instead has "fobbed them off" with excuses and denials, rather than undertaking the requested promised works in a timely manner.

The Applicant's Case
Decrease in amenity of the Park generally

36. When Mr Mullins responded on behalf of the Applicant to the Respondents submissions it was apparent that the Respondents were angry with and took issue with any suggestion that the Applicant questioned the accuracy of some of their evidence, particularly in relation to the promise of visitor parking and the general appearance of the Park.

37. Mr Mullins told the Tribunal that he was unsure that there was much to be gained by the Applicant challenging the veracity of some of the Respondent's submissions by cross examination, particularly as the Tribunal had already indicated the criteria which it could and would take into account when determining the Application.

38. The Tribunal advised Mr Mullins that it considered it was both fair and equitable to ask Mr Powell to respond to the Respondents' submissions generally and be given the opportunity to present his case particularly with regard to the issues identified by the Respondents as having influenced their decision not to agree to the increase in the Pitch Fees.

39. It was agreed by Mr Mullins that he would invite the Applicant to respond to specific questions relating to the Respondent's reasons for disputing the increase in the pitch fees.

40. The Respondents were reminded not to interrupt either Mr Mullins or Mr Powell during their submissions.

41. Mr Mullins said that Mr Powell was prepared to give evidence under oath which, in his view, underlined his opinion that the evidence given by the Respondents was completely at odds with his own evidence.

42. Mr Powell said that he felt strongly about the allegations and comments which the Respondents have made about the appearance of the Park. He disputes much of what has been said. The Tribunal had visited the Park and he does not recognise the description of it put forward by the Respondents at the Hearing. He also disputed the accuracy of some of the statements made and views expressed at the Hearing.

Visitor Parking

43. Mr Powell said that the Tribunal had seen three cars parked in the area designated for parking at the entrance to the Park. He accepted that parking must not interfere with the access to Plot 1 when it is occupied.

44. Mr Powell said that the Respondents were never promised a different parking provision. He had explored whether or not the pull in could be widened and made enquiries but was told it was not possible to dig out the existing bank without compromising its stability. He does not own more land adjacent to that boundary. Therefore, it is not possible to increase the width of the pull in. He has never seen that area become muddy, neither has he seen any emails which expressed the view that it was, although he conceded that these might have been sent to Jessica. He is unaware of any damage to the road surface caused by stones or mud falling out of the bank. The park rules do not entitle the residents to a right to visitor parking. They do restrict the parking to one car per pitch. Nothing has changed since the first home was occupied and he does not consider it either unsafe or in appropriate for visitors to park on the road at the entrance.

Appearance of the Park

45. Mr Powell accepted that the Park remains "in the course of construction". Whilst that is an ongoing process and it was not what he would have chosen.

46. The Applicant told the Tribunal that the completion of the development of the remainder of the Park had been continually delayed because it was difficult to source the new homes. This has come about as a result of the Covid-19 pandemic. Although he has already contracted to sell his "next" home the delivery of the home had taken more than a year. He said that he had expected delivery of the home in June 2021 but this had been put back by the manufacturer and or supplier until June 2022.

47. The delay in the supply of new park homes has resulted in the completion of the Park being delayed for much longer than either party might have anticipated when the Respondents each moved on to the Park.

48. The industry standard for construction of a residential park is for installation of the utilities serving a plot at the point of the sale of the Plot and home. He says that Chy Noweth Park is much tidier than other partly constructed Parks because he has already installed all the utilities.

49. All of the Respondents purchased their homes during the construction period and were aware of that. He does not accept that any of their complaints entitle them to challenge the proposed increase in the Pitch Fee.

50. Mr Powell believes that the Park is both attractive and well maintained, particularly in comparison with other local parks. He disputed that there are any large unsightly piles of rubble. He said he has stored unused building materials on empty plots. A cage was erected on Plot 9. At the moment there is a set of steps which will be used when constructing the new home which he has recently been informed is now likely to be delivered in August 2022**.**

51. He said he has no current plans with regard to the earth bank below Plot 11 but that it might be retained as a noise buffer. He has been using soil from that bank to level other areas. He provided topsoil to both Mrs Sloan (2) and Mrs Brocklehurst (6) who were so grateful that they gave him a bottle of gin.

52. He does not recognise the Respondents' description of the Park as shabby with piles of detritus.

53. He said it is not in his interest to put off prospective buyers of the remaining homes. He said that he regularly walks around the Park with his daughter Joanna who has succeeded his other daughter Jessica as Park Manager.

54. He confirmed that he and Mrs Brocklehurst had semi-formal discussions about the formation of a Residents' committee if one homeowner wanted to represent all the owners in discussion with the Park Owner. He said he offered information and paperwork from LEASE.

55. He said that February 2024 is next available date for delivery of another new park home.

56. Mr Powell said that the existing homes resell very quickly. He believes that one was recently sold and another is on the market. He finds this disappointing as it impacts on the sale of his new homes. The park is owned by the company. The shares are held by himself, his wife and his children. The adjacent Sun Valley Park belonged to his parents.

57. Mr Powell said that he is happy with the condition and appearance of the Park. To date prospective buyers have been impressed. He refused to be apologetic about the appearance.

58. Mr Powell said that Ms Lee's brick porch is not relevant in relation to the payment of the increase in the Pitch Fee. He said however that continuing communication has been exchanged between them and once his contractors return to the site her concerns will be addressed.

59. Mr Mullins said that the Respondents had admitted that the purpose of their refusal to agree the Pitch Fee increase was "leverage" . Forcing the Applicant to make an application to the Tribunal was not an appropriate course of action. The Respondents could have made a claim in the small claims court or another form of application to the Tribunal.

The Law

60. The relevant legislation with which a Park owner must comply is contained in the Schedule to the Act. The Tribunal were referred to the paragraph 18 and 20 of the Mobile Homes Act 1983 by the Applicant. The Applicant also referred the Tribunal to some case law in which the Upper Tribunal has considered loss of amenity and provided direction about the way in which the Tribunal might consider submissions from homeowners who put this forward as a ground for it being unreasonable to implement an increase in Pitch Fees in line with any increase in RPI during the relevant preceding twelve month period.

61. Extracts from the legislation are set out in the schedule to this decision.

Reasons for the Decision

62. The Act formulates a presumption that the pitch fee will increase or decrease annually in line with the identified change in the Retail Price Index during a defined twelve month (para 20). The formula for calculating the increase has been followed by the Applicant. None of the Respondents dispute that the increase has been correctly calculated and that the procedure for informing them of the increase has been correctly followed.

63. Paragraph 18 of the Act refers to the matters to which the Applicant should have particular regard and which factors can displace the presumption in paragraph 20.

64. The Respondents have suggested which factors they consider should be taken into account to displace the presumption of the increase in pitch fees.

65. Case law has developed following previous tribunal decisions about pitch fee increases and it is helpful to refer to those cases which provide guidance as to which factors might displace the presumption of a statutory increase.

66. In **Britaniacrest Case v Bamborough and another [2016] UKUT 144 (LC)** the Upper Tribunal identified that the statutory framework for pitch fee review is shaped by three basic principles.
    a. Pitch fees may be reviewed annually;
    b. Pitch fees cannot be changed unless the change is agreed or unless following an application, the FTT "considers it reasonable for the pitch fee to be changed", and makes an order determining the amount of the new pitch fee;
    c. Unless it would be unreasonable, having regard to the factors set out in section 18(1), there is a presumption that the pitch fee will change by no more that the percentage fluctuation in RPI since the previous review date (20(A1)).

67. In that case, the Tribunal made it clear that whilst the factors set out in paragraph 18 must be taken into account in every case these are not the only factors which might be relevant to a change in the pitch fee. The presumption of the change being limited to an increase or decrease in line with RPI might be displaced.

68. In the **Wyldecrest Parks Management Ltd v Kenyon and others [2017] UKUT 28 (LC)** the Tribunal stated that pitch fee review provisions give rise to at least three questions:-
    a. The pitch fee can only be changed if the appropriate judicial body " considers it reasonable for the pitch fee to be changed". (paragraph 16(b));
    b. What was the status of the factors set out in paragraph 18(1) to which "particular regard" is to be had?
    c. What is the relationship between paragraphs 16(b) and 18(1)?

69. What that Tribunal was exploring is, starting with the presumption of a RPI increase, how strong was it and in what circumstances should other factors displace or rebut it.

70. In **Vyse v Wyldecrest Parks Management Ltd [2017] UKUT 24 (LC),** to which the Applicant's solicitor specifically referred in her written submissions, Judge Alice Robinson said that although the First Tier Tribunal may not alter the amount of a pitch fee unless it considered it to be reasonable to do so, the issue of reasonableness was not of itself a consideration for the Tribunal. "It is not open to the FTT simply to decide what it considers a reasonable pitch fee to be in all the circumstances. Reasonableness has to be determined in the context of the other statutory provisions".

71. Judge Alice Robinson also offered guidance to the Tribunal in relation to the relative weight to be given to the RPI presumption when weighing it up against any other factors which could be taken into account in determining the pitch fee increase. She said that for the RPI presumption to be displaced the other consideration must be of considerable weight. "If it were a consideration of equal weight to RPI then, applying the presumption, the scales would tip the balance in favour of RPI. Of course it is not possible to be prescriptive as to precisely how much weight must be attached to an 'other factor' before it outweighs the presumption in favour of RPI"(para 50).

72. Applying the statutory requirements and also having regard to the case law in which the Upper Tribunal has provided further helpful guidance, the Tribunal has concluded that in this case:-

a. The presumption that the increase in pitch fees should reflect the increase in RPI has been applied and accepted by the Respondents
b. None of the Respondents submissions demonstrate that there have been material changes on the Park since they first occupied their homes.
c. The Tribunal is satisfied that the Respondents have not submitted any evidence of a loss of amenity on the Park during that period
d. There is therefore no reason to displace the statutory presumption of the increase in the pitch fee.

73. On their own admission all the Respondents purchased their homes on the Park during the construction phase. It is unfortunate that, because of circumstances beyond the control of the Applicant, completion of the Park will take much longer than Mr Powell might have expected when he started its construction.

74. The Tribunal has accepted that the Applicant cannot be blamed for any of the factors which have resulted in it being unable to complete the Park .

75. By installing the utilities which will service the unsold plots the Applicant has probably avoided some future disruption. Mr Powell said that he will not finish the surface of the Park Roads until every Plot is occupied. However, the Tribunal found that the current finish of the road was of a sufficient standard to be enable practical use. None of the Respondents have complained about it save and except in relation to an alleged deterioration of the road surface adjacent to the visitor parking pull in. The Tribunal saw no evidence of this although there were three cars parked in that location during the inspection so not all the road surface was visible.

76. If, as the Tribunal believes to be the case, the Respondents have continued to pay the previous pitch fee, the difference between that and the reviewed pitch fee becomes payable 28 days after this decision is issued. [Paragraph 15 (11) Chapter 2 of the Schedule to the Act]. (It understands that one of the Respondents might have paid the increase without admitting that she agreed to it).

77. The Tribunal also records that no submissions were made to it by Mrs Humes and that none of the other Respondents have been authorised or indeed purported to represent her.

78. The Tribunal has concluded that the application before it was made because the Respondents considered that the Applicant has not addressed their concerns or kept promises.

79. Whilst the Respondents' submissions have not influenced its decision because they were not relevant in the context of the legislation it might be helpful to both parties if the Tribunal briefly comment on some of those submissions.

80. The evidence of both parties suggest that the Applicant was originally willing to explore an improvement to the visitor parking pull in. Mr Powell explained why it had not been possible, thus admitting that it had been considered, which suggested to the Tribunal that there had been some discussion between some of the Respondents and the Park management. What was not apparent was whether the reasons why changes could not be undertaken were communicated to all the Respondents.

81. Whilst there is no obligation for the Applicant to illuminate the signage at the entrance to the Park it should not be difficult to agree a practical solution which might satisfy the Respondents without impacting on the Applicant's costs.

82. The Tribunal accepted that the delay in obtaining new Park Homes is the result of factors beyond the Applicant's control but a regular communication forum with the Respondents and other Park residents might improve the Respondents' understanding of the reasons and keep them updated them of what is likely or possible with regard to the completion the Park.

83. If, as the Applicant has suggested, and one of the Respondents has subsequently confirmed current homes are changing hands, the Applicant's ability to sell homes on undeveloped plots is being hampered by supply problems. It is a reasonable assumption that if new homes could be obtained by the Applicant, he would be able to sell them.

84. However, it does not appear that the fact that the Park is and is likely to remain in a construction phase for the next few years has interfered with the current homeowners ability to resell their homes.

Judge C A Rai
Chairman

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Schedule

Extracted paragraphs from Mobile Homes Act 1983 as amended
Schedule 1 Part I Chapter 2

16
The pitch fee can only be changed in accordance with paragraph 17, either--
(a) with the agreement of the occupier, or
(b) if the *court* [appropriate judicial body], on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

18
(1) 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* [appropriate judicial body], on the application of the owner, has ordered
should be taken into account when determining the amount of the new pitch fee;
[(aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);
(ab) in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph);]
(b) [in the case of a protected site in Wales,] any decrease in the amenity of the protected site since the last review date; *and*
[(ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and]

(c) [in the case of a protected site in Wales,] the effect of any enactment, other than an order made under paragraph 8(2) above, which has come into force since the last review date.
[(1A) But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.]
(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.
(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

20
(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.