



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

**Case reference** : **CAM/33UD/PHC/2022/0002**

**Site** : **Parkdean Resorts, Breydon Water, Yare  
Village, Butt Lane, Burgh Castle, Great  
Yarmouth, Norfolk NR 31 9QB**

**Park home address** : **7 Breydon Water**

**Applicant** : **Mr Peter Adams**

**Respondent** : **Park Resorts Limited**

**Type of application** : **Mobile Homes Act 1983, Section 4–  
Determination of a Question arising  
under the Act or Agreement to which it  
applies**

**Tribunal member** : **Judge K. Saward**

**Date of decision** : **31 August 2022**

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**DECISION AND REASONS**

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**Description of hearing**

This has been a determination on the papers. A face-to-face hearing was not held because all issues could be determined on paper and no hearing was requested. The applicant's bundle is a total of 78 pages. It includes summaries of water and sewerage invoices and correspondence. The respondent's bundle comprises 367 pages (including appendices) plus a revised index, a 'respondent's reply' and correspondence. The Tribunal notes the content of all these documents insofar as relevant to the issues before it. The Decisions made are described below.

## **Decisions of the Tribunal**

The Tribunal determines that:

- (1) the respondent's name is corrected to Park Resorts Limited.
- (2) the application made under section 4 of the Mobile Homes Act 1983, as amended, is **struck out** under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013.

## **The application and background**

1. The applicant is the occupier of a park home located at Breydon Water Holiday Park, a protected site within the meaning of the Mobile Homes Act 1983, as amended ('the Act').
2. The applicant's right to station his park home on the pitch at 7 Breydon Water is governed by the terms of a written agreement and the provisions of the Act. The relevant pitch agreement is headed up 'Written Statement'. It is dated 19 August 2013 and made between Mr Peter Adams and Mrs Sandie Adams (1) and Parkdean Resorts Limited (2). However, the Assignment Schedule for the sale of the mobile home to Mr and Mrs Adams (which was completed on the same day) was signed on behalf of another company, Park Resorts Limited, as site owner.
3. The application identifies the respondent as Parkdean Resorts. The name of Parkdean Resorts UK Limited appears on the respondent's correspondence with the Tribunal which is the name it has utilised. By letter dated 20 July 2022, the respondent advised that the correct operating company is Park Resorts Limited. The Tribunal sought clarification as the pitch agreement is expressed to be made with Parkdean Resorts Limited. The respondent replied to say that it appears Parkdean Resorts Limited must have been inputted into Part 2 of the pitch agreement in error. Parkdean Resorts Limited was not incorporated until 22 July 2015, which post-dates the Written Statement with the applicant. Therefore, this should have referred to Park Resorts Limited.
4. A limited company is a separate legal entity and it is important that the correct company is identified. If Parkdean Resorts Limited did not exist at the time that the written agreement was entered then the name must be incorrect. The Tribunal shall substitute the correct name under Rule 10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ('the 2013 Rules').
5. The applicant applies under section 4 of the Act for the determination of a question arising under an agreement to which the Act applies. When the application was made on 21 March 2022, the applicant was seeking

copies of water and sewerage invoices from 2017 as his bills for those services had increased by nearly 50% and the applicant wanted to establish why. No response had been received to his letters to the respondent of 10 February 2022 and 7 March 2022.

6. The Tribunal directed the respondent on 19 May 2022 to send any response to the request, with any documentary evidence and explanation that could be readily provided for the relevant charges. In response, the respondent said that copy water and sewerage invoices and meter readings from 2017 had now been supplied to the applicant with an explanation.
7. There followed a telephone case management hearing ('CMH') conducted by Judge David Wyatt on 29 June 2022. The applicant and agent for the respondent participated in the CMH. The applicant explained that there were still no invoices for 2020 and 2021 and invoices were missing for 2017-2019. In addition, the invoices supplied included all meters (and not just the residential meter). It was confirmed at the CMH that the Tribunal would treat the application as seeking the following matters:
  - (a) an explanation of the water and sewerage charges for 2022, with copy bills for previous years and other evidence in support; and
  - (b) a determination of the water and sewerage charge payable for 2022 under his pitch agreement.

### **Directions**

8. Following the CMH on 29 June 2022, the Tribunal issued written Directions to the parties. The applicant was directed to prepare a bundle of the documents relied upon which must include a full statement of the reasons for opposing the charges sought, including a response to the points made by the respondent and the amount(s) said by the applicant to be payable for 2022.
9. The applicant produced a bundle of documents but did not include a full statement of reasons or a witness statement serving that purpose. The respondent's in-house Solicitor drew this omission to the applicant's attention in letters dated 10 and 12 August 2022. The applicant replied: *"I did not want to provide a statement of response or witness evidence, but thanks for pointing it out to me."* In his covering letter to the Tribunal, the applicant states that there is enough evidence (even with missing invoices and blacked out information) to show that he has been over charged for sewerage and water and *"nothing to justify a nearly 50% increase on our 2022 sewerage and water bill dated 19/01/2022."*

10. The respondent was similarly directed to prepare a bundle to include a statement of case setting out the basis on which the water and sewerage charges for 2022 are being claimed and how they have been calculated and allocated between the relevant park homes on the site. Copies of the invoices for residential meter number 91724579 were also required to be produced for 2017 to 2021.
11. The respondent produced an unsigned and undated statement of case explaining how it is invoiced for water and sewerage charges by the supplier across its holiday park business and how sums are broken down. The respondent does not give specific details on how the charges were calculated with reference to the residential meter serving the applicant's park home.
12. The 'respondent's reply' to the applicant's bundle is dated 19 August 2022. It is signed by its in-house Solicitor and contains a statement of truth.
13. This determination is made in the light of the documentation submitted in response to the Directions.

### **The Law**

14. Primarily, the law is contained within the Mobile Homes Act 1983. Under section 4, a Tribunal has jurisdiction to determine any question arising under the Act or any agreement to which it applies.
15. The relevant law is set out below:

### **The Mobile Homes Act 1983, as amended:**

Section 2(1): In any agreement to which this Act applies there shall be implied the terms set out in Part 1 Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement.

#### Section 4:

(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 subsections (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.

## **Housing Act 2004**

Section 231A: Additional powers of the First-tier Tribunal and Upper Tribunal

(1) The First-tier Tribunal and Upper Tribunal exercising any jurisdiction conferred by or under the Caravan Sites and Control of Development Act 1960, the Mobile Homes Act 1983, the Housing Act 1985 or this Act has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2).

(2) A tribunal's general power is a power to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue in or in connection with them.

(3) [directions under the Housing Act 2004]

(4) When exercising jurisdiction under the Mobile Homes Act 1983, the directions which may be given by the tribunal under its general power include (where appropriate) –

(a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;

(b) [directions regarding pitch fees];

(c) [directions regarding works];

(d) directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.

## **Implied terms – Chapter 2 of Part 1 of Schedule 1 to Mobile Homes Act 1983**

### **Owner's obligations**

**22.** The owner shall—

(b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of –

(ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement

16. In **Elleray v Bourne** [2018] UKUT0003(LC), the Upper Tribunal advised:

*“Despite the apparent breadth of section 4, a power to determine questions or entertain proceedings is not the same as a power to grant specific remedies. The FTT has no inherent jurisdiction and may only make such orders or grant such remedies as Parliament has given it specific powers to make or grant. Although it is rather strangely described as part of a “general power” to “give directions”, in section 231A(4)(a) of the Housing Act 2004 Parliament has given the FTT a specific power to require the payment of money by one party to the proceedings to another. Such “directions” may be given where the FTT considers it necessary or desirable for securing “the just, expeditious and economical disposal of the proceeding.” The use of the word “directions” in this context might give the impression that section 231A(2) is concerned only with procedural matters. It is clear from section 231A(4), however, that the power to give directions is a power to make substantive orders, including for the payment of money, the carrying out of works, and the provision of services.”*

17. In **Away Resorts Limited v Morgan** (2018) UKUT 0123 (LC), the Upper Tribunal said this: “The power to grant additional remedies is exactly what section 231A, Housing Act 2004 provides.”

### **Paper determination**

18. There is express provision under paragraph 9 of Part 2 of the Written Statement for an additional charge (besides the pitch fee) to be made for water, sewerage, electricity, and gas. On 19 January 2022 the applicant was invoiced by the respondent for water and sewerage charges for January to December 2022 in the sum of £327.45. In 2020 the charges were £218.61 and £220.29 in 2019.
19. In its statement of case, the respondent says that it receives monthly invoices for water and sewerage usage for all 66 of its holiday parks from ‘water2business’, its supplier since October 2019. Prior to that date, all the respondent’s parks had different suppliers and were invoiced directly. Now that water2business is the supplier, the invoices provide a total charge across its business. A breakdown is provided according to each individual supplier point i.e., each holiday park, and further broken down into individual meter serial numbers.
20. The respondent explains that freshwater charges are an aggregate of a standing charge and volumetric charges calculated with reference to meter readings. Sewerage charges are calculated on a volumetric basis with reference to the freshwater meter readings.
21. A separate company called ‘Waterscan’ is used by the respondent to

validate the invoices from its supplier and ensure that the breakdown of charges allocated to each holiday park is correct before being processed by the respondent's Finance Team. The figures provided by Waterscan are only broken down to the individual supplier point for each park. They are not broken down further with reference to the meter serial readings.

22. The respondent says that the total usage for meter serial number 91724579 is then aggregated at the end of each year and this is then divided equally between the 35 residential owners to give the yearly water and sewerage charge which is payable in arrears. A £5 administration fee per mobile home is charged by the respondent which it says is in line with Ofwat guidance (i.e., the water sector regulator).
23. The respondent's Solicitor's states that copy invoices and supporting information were provided on 20 July 2022 in compliance with the Tribunal Directions. The respondent is now taking steps to ensure copies of underlying invoices for utilities are, in future, provided to the chairperson of the residents' association. The respondent submits that this limb of the application has been addressed fully and no further consideration is required by the Tribunal.
24. The response goes on to say that it is unclear why the applicant believes there is enough evidence to show that he is being overcharged for water and sewerage and nothing to justify the 2022 increase in charges. There is no statement of case from the applicant to help the Tribunal understand the basis of his claim even though the respondent encouraged the applicant to include this information on two occasions. As matters stand, the respondent's Solicitor maintains that the applicant has done nothing more than point out that the water and sewerage charges have increased since the previous year. The applicant has failed to advance any arguments as to the basis upon which the increase could be disputed and the only conclusion that can be drawn is that the applicant is merely unhappy that charges have increased.
25. Neither party has fully assisted the Tribunal in preparation for this determination. The respondent's statement of case tells the Tribunal how it is invoiced and the principles applied to reach a calculation. It has not gone on to explain the total consumption for meter serial number 91724579 which informed the 2022 invoice and with reference to the appendices. The respondent states that its supplier provides a breakdown into individual meter numbers but has not identified where copies are to be found within the bundle, if at all.
26. All the charges within the bills provided by the respondent from 'water2business' since October 2019 are redacted. This may well be because they cover all of the respondent's sites and not just Breydon Water Holiday Park, but the copy bills are essentially meaningless. A series of heavily redacted and largely incomprehensible spreadsheets have been supplied with no accompanying explanation.

27. Having received the respondent's bundle, the applicant asserts there is enough evidence of overcharging. This indicates that the applicant now possesses sufficient information, as originally sought, and has been able to extract the required details. However, the applicant has not provided a statement saying how much he believes should be payable for 2022 and why.
28. Whilst the respondent could have provided clearer narrative to accompany the documents provided, it was the requirement, and thus expectation, of the Tribunal that the applicant provide a full statement of reasons for opposing the charges sought. This had to include a response to the respondent's case and also specify the amount the applicant believed to be payable. Unless the Tribunal is told what the problem is, it cannot make a determination. It is not for the Tribunal to sift through material to attempt to ascertain the case being made. In addition, as a matter of fairness, the respondent has not had opportunity to address the applicant's concerns absent a full statement.
29. I am mindful that the applicant is a litigant in person. However, the applicant did start a process and was prompted and advised by the Tribunal on the information required to take his case forward. The Tribunal simply cannot resolve the questions being put without being pointed in the right direction by a full statement of reasons from the applicant for opposing the water and sewerage charges sought for 2022.
30. When the Tribunal issued Directions on 29 June 2022, it did warn the applicant that failure to comply with the Directions may result in the Tribunal striking out all or part of his case pursuant to Rule 9(3)(a) of the 2013 Rules. Given the lack of information from the applicant, and the issue of fairness that arises to the respondent in consequence, the most appropriate course of action is to strike out the application.

### **The Tribunal's decision**

31. In exercise of rule 9(3)(a) of the 2013 Rules the Tribunal will strike out the application for failure to produce a full statement of reasons in compliance with Direction 4.(a) issued by the Tribunal on 29 June 2022, the Directions having stated that a failure by the applicant to comply could lead to the striking out of the case.

**Name: Judge K. Saward**

**Date: 31 August 2022**



## **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).