



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

**Case Reference** : **MAN/00CZ/PHI/2022/0022**

**Property** : **24 Justin Way, Hill Tree Park,  
Blackmoorfoot Road, Crosland Hill,  
Huddersfield HD4 7EG**

**Applicant** : **The Berkeley Leisure Group Ltd**

**Respondent** : **Mr & Mrs Thorp**

**Type of Application** ; **Mobile Homes Act 1983 section 4**

**Tribunal Members** : **Mr P Barber (Tribunal Judge)  
Mr J Gallagher (MRICS)**

**Decision Date** : **14 September 2022**

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**DECISION AND REASONS**

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## Decision

The tribunal determines that the new pitch fee from 1<sup>st</sup> January 2022 for the pitch known as 24 Justin Way, Hill Tree Park, Blackmoorfoot Road, Crosland Hill, Huddersfield HD4 7EG is £167.15 per month.

## Introduction and background

1. This has been a decision on the papers which has been consented to/ not objected to by the parties. A face to face hearing was not held because no one requested the same nor was it practicable and all the issues that could be referred to are in a bundle of 68 pages.
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 1<sup>st</sup> 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 made between The Berkeley Leisure Group Limited and Mr Peter and Mrs Browyn Thorpe.
3. On 18 November 2021 the Applicant, served a notice proposing a new monthly pitch fee of £177.18 based on the current pitch fee of £167.15, increased by the change in the Retail Price Index over the preceding twelve months, 6%.
4. Thereafter, the Applicant applied to the Tribunal for determinations that a change in the pitch fee is reasonable and the amount of a new pitch fee.
5. Directions were issued on 28 January 2022 stating that the Tribunal would deal with the application on the papers only unless any party requested a hearing. 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;*
- (aa)...*any deterioration 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)*
- (ab)...*any reduction 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)*

*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 Issues**

- 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 Respondent had not agreed to the new pitch fee. The applicant also provided correspondence between the parties in relation to the pitch fee increase.
- 11. The respondents provided a statement (in the form of a letter) and a bundle in response in which they include the same correspondence as the applicant. In that response they raise a number of arguments as to why they oppose the increase. These are (a) that there are other pitches which are larger who pay less; (b) they raise a number of items of disrepair in the mobile home they purchased; (c) a reduction in the amenity of their site due to the construction of another adjacent site on an open grass area as can be seen from the photographs at the end of the respondent's bundle.

## **Findings of Fact**

12. The original agreement commencing on the 28 September 2020 complies with the terms imposed by the 1983 Act with an initial contractually agreed pitch fee of £165 per calendar month payable from that date. The pitch fee was and subsequently increased to the current pitch fee of £167.15 on the 01 January 2021.
13. Since the increase in January 2021, as can be seen from the photographs in the respondents' bundle, the large patch of grass and trees adjacent to the respondents' pitch has been developed so that a new concrete base for siting another mobile home. We accept that the applicants were not informed of this proposed development at the time of purchase.

## **Determination**

14. Section 20 of the 1983 Act provides that there is a presumption that the pitch fee will increase or decrease by an amount which is no more nor less than the RPI over the preceding 12-month period, unless this would be unreasonable taking account of paragraph 18(1) as reproduced above.
15. As to points (a) and (b) of the response to the application, we agree with the applicants that there is likely to be a number of different pitch fees payable according to the various dates when the various agreements were entered into and increased or decreased in line with the legislation. It follows that there is little merit to the argument that the respondents' fee should not be increased because some other occupier is paying less than them. Neither would it be relevant to take into consideration the factors set out in point (b) such as the faulty back door, dishwasher waste pipe etc. These are contractual in nature and presumably arise out of the purchase of mobile home by the respondents. It follows that neither (a) nor (b) are relevant to our determination.
16. We note that paragraph 18(1)(aa) makes specific reference to any decrease in the amenity of the site and we consider this to be relevant to our determination. Amenity includes the general features which are desirable about a site and it cannot be ignored that the respondents' pitch was, prior to this proposed increase, next to an open area of grassland with trees and bushes on it. As has been set out by the applicants, this was one of the reasons why they purchased that particular site. It must follow that in getting rid of this area of grassland and placing another mobile home on it must reduce the amenity of the site for the respondents.
17. In our expert view, we think that such a reduction in amenity should be reflected by a corresponding reduction in any increase by an equivalent amount. Put another way, and in line with paragraph 16(b) of schedule 1 to the Act, we think that, taking account of this reduction in amenity, it would not be reasonable for the pitch fee to be changed.

18. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on a point of law only. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013) stating the grounds upon which it is intended to rely in the appeal.

P Barber  
Judge of the First-tier Tribunal  
14 September 2022