



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

**Case reference** : CHI/19UJ/PHI/2022/0069

**Property** : 9 White Horse Park, Osmington Hill,  
Weymouth, Dorset, DT3 6ED

**Applicant  
Site Owners** : Mr and Mrs Orman t/a Orman and Sons

**Representative** : Apps Legal Limited

**Respondent  
Park Home Owners** : Mrs Carmen Smith and Mr Garry Smith

**Representative** :

**Type of application** : Determination of new pitch fee  
Mobile Homes Act 1983

**Tribunal member(s)** : Mrs J Coupe FRICS  
Judge D Clarke

**Date of decision** : 30 October 2022

---

**DECISION**

---

© CROWN COPYRIGHT

## **Summary of the Decision**

**The Tribunal determines that the Applicant may increase the Respondents' current pitch fee to £57.28 per week from 11 April 2022.**

**The Respondent shall pay the Applicant the sum of £3,024.00 pursuant to Rule 13(1)(b) of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013.**

**The Respondents shall reimburse the Applicant the application fee.**

The reasons for the Tribunal's decision are set out below.

## **REASONS**

### **Background**

1. On 24 June 2022, the Applicant site owner sought a determination of a pitch fee of £57.28 per week ("p.w") payable by the Respondents as from 11 April 2022.
2. The Applicant initially issued a pitch fee review in November 2021, to take effect from the review date. However, upon identifying that the notice had only been served in the second Respondent's name, that being Mr Garry Smith, the Applicant initiated a further, and late, review on 10 March 2022, in both occupier's names.
3. The pitch fee review notice, dated 10 March 2022, was served on both Respondent occupiers and proposed an increase to the pitch fee by an amount in line with the Retail Prices Index ("RPI"), albeit reduced to 5%. The Respondents did not accept the review and the application was issued.
4. Directions were issued on 9 August 2022, advising that the application would be determined on the papers unless a party objected within 28 days. The Tribunal received no objections.
5. The Tribunal accepted the application and accompanying witness statement as the Applicant's case. The Respondent was required, by 30 August 2022, to advise the Applicant whether they agreed or opposed the proposed increase. If opposed, the Respondents were required to file a statement of case and serve it on the Applicant for inclusion in the bundle. The Applicant was provided with the right of a brief reply.
6. Each party made representations. Those submitted by the Respondents comprised a two-page email dated 29 August 2022 which the Tribunal accepted as the Respondents statement of case. Having reviewed the Respondent's correspondence with the Tribunal case officer, the Tribunal is satisfied that the Respondents have, repeatedly, been advised of the case Directions and time limit for submission of representations and evidence.

7. By way of an application dated 7 September 2022, the Applicant sought an award for costs against the Respondent under Rule 13(1)(b) of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013.
8. A hearing bundle extending to 178 pages was submitted by the Applicant. References in this determination to page numbers in the bundle are indicated as [ ].
9. The Tribunal has reviewed the papers and it is satisfied that the matter remains suitable for a paper determination.

### **The Law**

10. The relevant law is set out in the Mobile Homes Act 1983 (“the Act”), as annexed to this decision.
11. Under the Act terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the Act.
12. The relevant terms for the purposes of a pitch fee review are set out at paragraphs 16-20 of that part of the Schedule. A review of a pitch fee is governed by three statutory principles:
  - i. The pitch fee can only be changed either with the agreement of the occupier or by determination by the Tribunal;
  - ii. The pitch fee shall be reviewed annually as at the review date;
  - iii. A presumption that the fee will increase or decrease in line with the variation in the Retail Price Index (“RPI”).
13. Paragraph 18 requires the Tribunal, in determining the new pitch fee, to have regard to particular factors:
  - i. Any sums expended by the site owner since the last review date on improvements;
  - ii. Any deterioration in the condition and any decrease in the amenity of the site;
  - iii. Any reduction in the services provided by the site owner and any deterioration in the quality of those services;
  - iv. Any legislative changes affecting costs.

### **Discussion and Determination**

14. The first Respondent, Mrs Carmen Smith, entered into an agreement for occupation of a park home, situated on Pitch 9, on 3 December 2018 [29-32]. The pitch fee at said time being £53.85 p.w, reviewed each January 1<sup>st</sup>.

15. By way of a Tribunal determination dated 26 April 2022, the pitch fee was reviewed to £54.55 p.w payable from 1 March 2021 until further review. CHI/19UJ/PHC/2021/0008 and 0010 [49].
16. The Respondents have been party to two earlier determinations in respect of the same property. The first related to an application by Mr and Mrs Smith in relation to Regulation 10 of the Mobile Homes (Site Rules) (England) (Regulations) 2014 and was subject to a determination dated 25 January 2021. Reference CHI/19UJ/PHN/2020/0001. [84]
17. A further application was made by Mr and Mrs Smith for a determination of a question arising under the Act or Agreement. A determination of this application was handed down on 15 November 2021. Reference CHI/19UJ/PHC/2020/0012. [60]
18. The Tribunal has read all three previous Decisions.
19. The Tribunal did not consider it necessary, nor proportionate to the matter before it, to carry out a site inspection. Within the submissions White Horse Park is described as a *“new development of 17 park homes. All 17 park homes are now occupied. The top coat on the road was applied in December 2020”*. The Respondents describe Pitch 9 as a ‘single’ and, within correspondence to the Applicant, the Respondents reference boundary and parking issues as raised within previous aforementioned Tribunal applications. The Tribunal viewed the park home via various publicly available internet resources.

### **The Applicant**

20. The Applicant initiated a pitch fee review in November 2021 however, due to a clerical error, said documentation omitted the first named Respondent.
21. Considering the November 2021 notice to be of no effect due to the error, the Applicant conducted a late review and subsequently issued a revised pitch fee form and documentation, in both Respondents names, on 10 March 2022. The review proposed an increase in pitch fee from £54.55 p.w to £57.28 p.w, with effect from 11 April 2022.
22. At the date of issuing the revised notice, the Tribunal’s determination on application CHI/19UJ/PHC/2021/0010 had not been published. Accordingly, and simultaneously, the Applicant issued an additional notice to the Respondents proposing an alternative pitch fee dependent on the outcome of the previous application. Such notices were served without prejudice to one another. On 26 April 2022, the Tribunal determined a pitch fee of £54.55 payable from 1 March 2021 until further review.
23. The Applicant, within their submissions, produced evidence that the percentage change in the RPI All Items Index for October 2021, that being the latest published figure for a pitch review on 1 January 2022, was 6% [25].

24. However, rather than apply the appropriate 6% increase and as a 'gesture of goodwill', the Applicant applied a percentage increase of 5% to the pitch fee review.
25. The Applicant stated that all other home owners on White Horse Park had agreed their pitch fee review for 2022.
26. The Applicant stated that the Respondents continue to refuse to pay any pitch fee, none having been paid since the Applicant acquired White Horse Park in May 2021.
27. The Applicant advised that due to a change in their circumstances they had agreed a sale, subject to contract, of White Horse Park to the previous owners. However, as at the date of application, the Applicant remained the legal site proprietor.
28. In reply to the Respondent's case, the Applicant alleges that the Respondent relies on grounds similar to those advanced in relation to the pitch fee review for 2021 and, further, that a substantial part of their case is a rehearsal of the case advanced at the Tribunal under reference CHI/19UJ/PHC/2020/0012.
29. The Applicant referred the Tribunal to the aforementioned Tribunal decisions, determined in the Applicant's favour, which addressed those issues relied upon by the Respondents in this application.
30. The Applicant contended that the Respondents had not challenged the validity of the review documentation, nor had any evidence been advanced of any deterioration in the condition of the site or any decreases in amenity, or anything relevant to paragraph 18(1) of the implied terms. Further, the Respondents had not advanced any argument proving it reasonable to displace the RPI presumption or, in this case, the proposal to increase the pitch fee by an amount less than the percentage change in RPI.
31. Accordingly, the Applicant averred that the Respondent failed to identify, or evidence, any relevant grounds in defending this application.
32. On the basis of unreasonable behaviour on the part of the Respondent, the Applicant seeks a Costs Order under Rule 13(1)(b) of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013 for an amount of £2,520 plus VAT, plus reimbursement of the application fee.
33. The Applicant's Costs Order application is submitted on the basis that the Respondents continue to raise matters which have already been determined by the Tribunal, on the misapprehension that a subsequent Tribunal will redetermine matters in the Respondents favour.
34. Further explanation for the justification of a Costs Order by the Applicant include that the Respondents advanced no legitimate grounds of defence; that the Applicant received 27 emails from the Respondent since these proceedings commenced, many of which contain factual inaccuracies, are repetitive and disrespectful; that the Respondents have been advised on numerous occasions to take legal advice; an allegation that the Tribunal has forced them out of their

home; irrelevant allegations of negligence against the Respondent's own former solicitors which have caused the Applicant to incur legal costs; and the Respondents refusal to agree the pitch fee review for 2022 based on reasons already advanced, and defeated, in previous legal proceedings.

### **The Respondents**

35. The Respondents submitted a two page email, dated 29 August 2022 [173-174]. Doing the best it can, the Tribunal extracted the following points from said email.
- i. The Respondents allege health and safety breaches under the conditions of the site licence;
  - ii. The Respondents allege breach of the park rules "*under nuisance annoyance and disturbance as pitch 9 has been changed to pitch 10 which left home 10 on the smiths pitch breaching the smiths quite enjoyment*" [sic].
  - iii. The Respondents claim to have no parking facilities;
  - iv. The Respondents allege that the Tribunal failed to terminate their pitch agreement in favour of another pitch, under case reference CHI/19UJ/PHC/2020/0012;
  - v. The Respondents appear to question the advice provided to them by their former solicitor acting on their behalf in January 2020;
  - vi. The Respondents allege that they have been "*forced to abandoned there home*" [sic].

### **The Tribunal**

36. Both parties refer to previous determinations by the Tribunal in relation to the subject property. The Tribunal therefore find it convenient to address these at the outset.
37. Decision CHI/19UJ/PHC/2020/0012, handed down by the Tribunal on 15 November 2021, determined a question arising under the Act or Agreement. What is clear from the limited submissions made by the Respondents in this current application is that they do not accept the Tribunal's decision within the aforementioned application.
38. In the Tribunal's subsequent determination, under reference CHI/19UJ/PHC/2021/0010, Judge Whitney, in determining a new pitch fee for 2021, found at paragraph 18 of said decision that "*I do consider myself bound by the earlier decision in so far as that Tribunal determined various questions raised by Mr and Mrs Smith. That Tribunal determined the extent of the pitch 9 and found that there was no breach of the covenant of quiet enjoyment*". This Tribunal finds no reason to deviate from Judge Whitney's findings and, accordingly, also considers itself bound by the determination under said case reference.

39. The Respondents advanced no grounds as to why such matters enable a further challenge against a pitch fee review and, as in Tribunal determination CHI/19UJ/2021/0010 concerning the 2021 pitch fee review, this Tribunal prefers the submissions of the Applicant that all such matters have been finally determined by a differently constituted Tribunal dealing specifically with those questions and that this Tribunal should, and does, accept the findings of that Tribunal.
40. The Respondents' submissions include no challenge to the pitch fee review documentation or to the amount of the reviewed fee calculated by reference to October 2021's RPI, albeit reduced to 5%.
41. The Tribunal has considered the Applicant's pitch fee review documentation, evidence and submissions. The Tribunal is satisfied that the Applicant is entitled to serve the Respondents with a notice of increase and that valid documentation has been served within the correct timescale.
42. The Tribunal is satisfied that the RPI increase, calculated as at October 2021, was 6% and that in charging 5% a lessor sum has been applied.
43. Further, the Tribunal is satisfied that no evidence of any other factors relevant to a pitch fee review have been advanced by the Respondents.
44. The Tribunal determines that the proposed increase in pitch fee is calculated in accordance with the Act. The Tribunal determines that the Respondents, Mr and Mrs Smith, are required to pay a pitch fee £57.28 per week, with effect from 11 April 2022 until further review.

### **Costs Application**

45. The Applicant applies for an Order under Rule 13 of the Tribunal (First Tier Tribunal) (Property Chamber) Rules 2013 that the Respondents pay costs of these proceedings on the grounds that they have acted unreasonably.
46. Under Rule 13(1)(b)(ii), where a Tribunal finds that a person has acted "unreasonably in bringing, defending or conducting proceedings" the Tribunal may make an order in respect of costs.
47. It is submitted by the Applicant that the Respondents have acted unreasonably in defending these proceedings on the following grounds:
  - i. These are the fifth set of legal proceedings involving the Respondents and subject property;
  - ii. The Respondents repeatedly rehearse arguments previously determined by the Tribunal;
  - iii. The Respondents take no issue with the pitch fee review documentation served;
  - iv. The Respondents advance no evidence of any material factors under s.18(1) of the Act;
  - v. The Respondents advance no argument as to why the RPI presumption should be displaced;
  - vi. Since these proceedings commenced the Respondents have emailed the Applicant on approximately 27 occasions;

- vii. Despite repeated communication sent by the Respondents, they failed to engage with the Applicant on the substantive points of this application.
48. The Applicant seeks costs in the amount of £2,520.00 + VAT, that being 12 hours work at £210.00/hour + VAT. Further, the Applicant seeks reimbursement of the application fee.
49. The work which forms the Applicant's claim are as follows:
  - i. Pre-action correspondence;
  - ii. Preparation of the application form and witness statement with exhibits;
  - iii. Advice on the Directions;
  - iv. The Respondents emails;
  - v. Taking instruction on the Respondents' response;
  - vi. Preparation of the reply document and bundle;
  - vii. Finalising, filing and serving the reply and bundle.
50. The Respondents made no submissions in response to the Applicant's application for costs.
51. The approach that the Tribunal should adopt on an application under Rule 13(1)(b) was set out by the Upper Tribunal in *Willow Court Management Co (1985) Ltd v Alexander* (2016) UKUT 290 (LC) ("Willow Court").
52. It is a requirement of Rule 13(1)(b) that the party against whom an order may be made must act "unreasonably" in defending the proceedings. The Tribunal must consider whether or not the behaviour complained of can be described as unreasonable.
53. At paragraph 24 of its decision in Willow Court the Upper Tribunal stated:

*"An assessment of whether behaviour is unreasonable requires a value judgement on which views might differ but the standard of behaviour expected of parties in tribunal proceedings ought not to be set at an unrealistic level. We see no reason to depart from the guidance given in Ridehalgh at 232E, despite the slightly different context. "Unreasonable" Conduct includes conduct which is vexatious, and designed to harass the other side rather than advance the resolution of the case. It is not enough that the conduct leads in the event to an unsuccessful outcome. The test may be expressed in different ways. Would a reasonable person in the position of the party have conducted themselves in the manner complained of? Or Sir Thomas Bingham's "acid test": is there a reasonable explanation for the conduct complained of?"*
54. The Respondents failed to engage with the Applicant on the substantive matters of this application, instead rehearsing arguments advanced at previous Tribunals. The Respondents neither argued nor submitted evidence challenging the validity of the pitch fee review documentation, the RPI presumption, or any other factors relevant under statute.
55. In response to Tribunal Directions [177] the Respondents submitted, by way of an email, a two-page statement of case, dated 29 August 2022 [173]. The Respondents have been party to multiple applications before differently



constituted Tribunals and are therefore considered experienced in what is required of them in such circumstances. A two-page statement which rehearses previously determined arguments and fails to advance any points relevant to the current application falls considerably short of what could be considered useful. Further, the Respondents were advised by the Applicant to seek legal advice on the matter.

56. There is, in our judgement, no reasonable explanation for this conduct. We are satisfied that this conduct passes the threshold of unreasonableness as set down in Willow Court.
57. At the second stage, the Upper Tribunal in Willow Court emphasises that the power under Rule 13(1)(b) requires the exercise of a discretion. The Tribunal has considered the nature, seriousness and effect of the unreasonable conduct in reaching its decision and conclude that we should exercise our discretion in favour of making an order.
58. The Applicant has been put to considerable trouble and expense to bring the application to the Tribunal in circumstances that may not have been necessary if the Respondents had engaged responsibly with the Applicant and, further, if the Respondents had accepted previous Tribunal determinations. It is therefore just and equitable that the Respondents meet the Applicant's costs.
59. Having satisfied the above two stages of Willow Court the Tribunal turn to the final stage, which is to determine how much of the costs to which the Applicant has been put the Tribunal should award. Again, in doing so, we exercise a discretion.
60. The Applicant has produced a short schedule of works undertaken totaling 12 hours, to which they apply a rate of £210.00/hr plus VAT [39]. The official guidelines for hourly rates (National band 1) for solicitors and legal executives with over four years' experience is £218.00/hr. The Applicant certified that such costs were reasonably incurred. The Tribunal accepts all aspects of the work claimed and finds the costs of £2,520.00 + VAT reasonable.
61. In accordance with the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013, Rule 13(1)(b), the Tribunal hereby orders that the Respondents shall pay the Applicant the sum of £3,024.00 within 14 days of the date of this decision.
62. Further, the Tribunal orders the Respondent to reimburse the Applicant with the Tribunal application fee of £20.00 within 14 days of the date of this decision.

## **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) 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.
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.

## **Annex: The Law**

### **Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983**

#### *The pitch fee*

#### **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 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.

- (1) The pitch fee shall be reviewed annually as at the review date.
- (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.
  - (2A) In the case of a protected site in England, a notice under sub-paragraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.
- (3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.
- (4) If the occupier does not agree to the proposed new pitch fee—
  - (a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;
  - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and
  - (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the appropriate judicial body's order determining the amount of the new pitch fee.
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but, in the case of an application in relation to a protected site in England, no later than three months after the review date.
- (6) Sub-paragraphs (7) to (10) apply if the owner—
  - (a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
  - (b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.
- (6A) In the case of a protected site in England, a notice under sub-paragraph (6)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.
- (7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;

(b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and

(c) if the appropriate judicial body makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (6)(b) but, in the case of an application in relation to a protected site in England, no later than four months after the date on which the owner serves that notice.

(9A) A tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.

(10) The occupier shall not be treated as being in arrears—

(a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the appropriate judicial body's order determining the amount of the new pitch fee.

(11) Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—

(a) a notice under sub-paragraph (2) or (6)(b) was of no effect as a result of sub-paragraph (2A) or (6A), but

(b) the occupier nonetheless paid the owner the pitch fee proposed in the notice.

(12) The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—

(a) the amount which the occupier was required to pay the owner for the period in question, and

(b) the amount which the occupier has paid the owner for that period.

## 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 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);

(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;

(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.

## 19

(1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

(2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

(3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of—

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).

(4) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with—

(a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc);

(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

## **20**

(A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(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 calculated by reference only to—

(a) the latest index, and

(b) the index published for the month which was 12 months before that to which the latest index relates.

(A2) In sub-paragraph (A1), “the latest index”—

(a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;

(b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2).

(2) Paragraph 18(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 18.

## **25A**

- (1) The document referred to in paragraph 17(2A) and (6A) must—
- (a) be in such form as the Secretary of State may by regulations prescribe,
  - (b) specify any percentage increase or decrease in the retail prices index calculated in accordance with paragraph 20(A1),
  - (c) explain the effect of paragraph 17,
  - (d) specify the matters to which the amount proposed for the new pitch fee is attributable,
  - (e) refer to the occupier's obligations in paragraph 21(c) to (e) and the owner's obligations in paragraph 22(c) and (d), and
  - (f) refer to the owner's obligations in paragraph 22(e) and (f) (as glossed by paragraphs 24 and 25).

## **The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations 2013**

### **Application, citation and commencement**

**1.** These Regulations, which apply in relation to England only, may be cited as the Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations 2013 and come into force on 26th July 2013.

### **Pitch fees: Prescribed form**

**2.** The document referred to in paragraph 17(2A) and (6A) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 shall be in the form prescribed in the Schedule to these Regulations or in a form substantially to the like effect.