



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

Case Reference : **MAN/00BY/PHC/2022/0004**

Property : **8A North Front Halsnead Park Windy Arbor
Road Whiston Merseyside L35 3PU**

Applicant : **Halsnead Park Limited**

Respondent : **Mr. Leslie Alan Cobourne**

Type of Application : **Section 4 Mobile Homes Act 1983**

Tribunal Members : **Mr J Murray LLB
Mr. J Platt FRICS FIRPM**

Date of Decision : **15 November 2022**

REASONS FOR DECISION

DETERMINATION

The Tribunal determines that the Respondent parking (or allowing to be parked) a motorhome anywhere on the park, including an individual pitch, is a breach of the Park Rules and the Respondent's occupation agreement with the Applicant.

INTRODUCTION

1. The Applicant made an application on 11 May 2022 for a determination under s4 Mobile Homes Act 1983 that by continuing to park a motorhome on his pitch, the Respondent was in breach of his occupation agreement, and sought an order that the Respondent must permanently remove his motorhome from the Park within 14 days or such other period as the Tribunal may consider reasonable.
2. Under condition 3(k) of Part IV of the occupation agreement, the Respondent as park home owner and occupier agreed to comply with the Park Rules from time to time in force.
3. Rule 18 of the Park Rules provides "You must not park or allow parking of motorhomes, touring caravans or trailers anywhere on the park (including any individual pitch)"
4. The Applicant alleged that the Respondent had for several months been keeping a motorhome (registration number DU51 DZN) and had failed to remove it despite several requests to do so.

THE PROCEEDINGS

5. Directions were made by a Procedural Judge on the 18 July 2022 for the parties to exchange evidence and for the matter to be dealt with as a paper determination in the absence of any objection by the parties.
6. A Tribunal was subsequently convened to determine the application

THE LEGISLATION

7. The relevant legislation is contained in s4 of the Mobile Homes Act 1983 which gives the court jurisdiction to determine any question arising under the

Act or any agreement to which it applies, and to entertain any proceedings brought under the Act or any such agreement.

SUBMISSIONS

THE APPLICANT'S SUBMISSIONS

8. The Applicant submitted that the Respondent had breached an express term of his occupation agreement by parking a motorhome on site for several months. This breached Rule 18 of the Park Rules which was a breach of Clause 3(k) of Part IV of the agreement.
9. The Applicant sought an order that the Respondent was in breach, and an order that the Respondent permanently remove the motorhome within 14 days

THE RESPONDENT'S SUBMISSIONS

10. The Respondent admitted that he had bought a motorhome in the summer of 2021 and parked it on site. He said he had only had it on a temporary basis whilst works were carried out on it, and it had now been sold.
11. The Respondent asserted that another resident had a caravan parked on the pitch, and was allowed to pay £20 a month to leave it there, and no action was taken against them. He produced photographic evidence of commercial vehicles parked on site, which was also contrary to the rules.

THE DETERMINATION

12. The Tribunal has jurisdiction under s4 Mobile Homes Act 1983 to determine any question arising under the Act or any agreement to which the Act applies
13. The Tribunal determines that the Respondent has been in breach of Rule 18 of the Park Rules and consequently is in breach of Clause 3(j) of Part IV (not Clause 3(k) as asserted by the Applicant) of his occupation agreement by parking a motorhome on site.
14. The Respondent having assured the Tribunal that he has sold the motorhome there would appear to be no reason to make any further order.

**Judge: J Murray
2022.**

Date: 15 November