



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

Case Reference : **MAN/30UF/PHI/2022/0037**

Property : **78 BEECH DRIVE, LAMALEACH PARK,
FRECKLETON, PRESTON**

Applicant : **WYLDECREST PARKS (MANAGEMENT) LTD**

Respondents : **JOHN HOPWOOD and MARY HOPWOOD**

Type of Application : **Determination of new pitch fee**

Tribunal : **A M Davies, LLB
I James, MRICS**

Date of Decision : **7 October 2022**

DECISION

1. The pitch fee payable by the Respondents with effect from 1 February 2022 is £186.65 per month.

REASONS

1. The Respondents have lived on Lamaleach Park for some 15 years. On receipt of notice from the Applicant that their pitch fee was to be increased from £174.28 to £186.65 with effect from 1 February 2022, the Respondents refused to pay the increase on the ground that the condition of the site and its amenities had deteriorated.
2. The reviewed pitch fee proposed by the Applicant has been calculated by reference to the RPI percentage increase in the 12 months prior to the review.

THE LAW

3. Pursuant to paragraph 17 of Chapter 2, Schedule 1 to the Mobile Homes Act 1983 (“the Implied Terms”) the Applicant claimed an increase in the pitch fee with effect from 1

February 2022. When a park resident fails to agree to an increase in pitch fee, the park owner may apply to this Tribunal for a determination as to the correct pitch fee.

4. Paragraphs 18 and 20 of the Implied Terms govern pitch fee reviews and the matters to be taken into account if a pitch fee increase is not to reflect simply any increase or decrease in the Retail Prices Index (“RPI”) since the last review. So far as relevant they read:

“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;.....

(aa) any deterioration in the condition, and any decrease in the amenity of the site or any adjoining land since [26th May 2013] (insofar as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);.....

20 (A1) 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 [RPI]”.

5. The Applicant seeks a determination as to the correct pitch fee to be paid by the Respondents. This determination is made, with the consent of the parties, on the basis of documents and written representations from the Applicant and Respondents. The Tribunal has not inspected Lamaleach Park.

THE RESPONDENTS’ OBJECTIONS

6. The matters raised by the Respondents in their case to the Tribunal are as follows
- a) The roads on the park are never swept or maintained, and there are potholes
 - b) There is no manager on site and the Respondents have no contact details for reporting their concerns
 - c) The electricity meters are located on another resident’s pitch and are not lit.
 - d) The mirror at the park entrance to aid drivers is too small
 - e) There is an unoccupied pitch near their home, which has been becoming overgrown for the past 6 years and is an eyesore
 - f) The Respondents do not believe that the person responsible for maintenance visits their part of the park
 - g) There is insufficient drainage “at the bottom of [the Respondents’] drive”, which results in a residue of mud after rain

- h) The park has been gradually deteriorating since before 2013, and the decline has escalated since the Applicants bought the park.

THE APPLICANT'S REPLY

7. Mr Sunderland, Estates Director for the Applicant, has responded to the above points. He points out that the matters at c), d), f) and g) above are longstanding aspects of Lamaleach Park, and do not amount to a deterioration of the site envisaged by paragraph 18 (aa) of the Implied Terms.
8. The Applicant further says that he accepts that there has been wear and tear in relation to the estate roads over a long period. They say that any repairs are carried out during better weather.
9. Mr Sunderland also claims that the park is regularly visited by an Area Manager and a Maintenance Manager, and that continuous attendance by a manager is not required. He says that the Respondents have contact details for reporting any concerns.
10. In regard to the vacant pitch, Mr Sunderland points out that this is not part of the common parts of the park for which the Applicant is responsible. Nevertheless he says that arrangements have now been made to keep it tidy.

CONCLUSION

11. The Tribunal has considerable sympathy with the Respondents, but does not find that there has been a deterioration in the condition of the park or its amenities since the last pitch fee review, which would justify a departure from the general rule that pitch fees increase annually in line with changes to the Retail Prices Index.
12. The Applicant seeks an order that the Respondent reimburses the £20 application fee paid to the Tribunal. However the Tribunal finds that the Respondents' objections to the new pitch fee were genuinely and reasonably brought to the attention of the Applicant and the Tribunal, and makes no such order.