



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

Case Reference : **MAN/00DA/PHI/2022/0042**

Property : **23 ST HELENA'S CARAVAN PARK,
HORSFORTH, LEEDS**

Applicant : **ROBERT RUSHWORTH and SALLY
RUSHWORTH t/a ST HELENA'S CARAVAN
PARK**

Respondents : **MR AND MRS DAVID JOHNS**

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 April 2022 is £176.17 per month.

REASONS

1. In 2017 the Respondents purchased a park home at the Applicants' mobile home park known as St Helena's Caravan Park
2. On receipt of notice from the Applicants that their pitch fee was to be increased from £163.42 to £176.17 with effect from 1 April 2022, the Respondents refused to pay the increase.
3. The Respondents accept that the reviewed pitch fee proposed by the Applicants has been calculated by reference to the RPI percentage increase in the 12 months prior to the review.

THE LAW

4. Pursuant to paragraph 17 of Chapter 2, Schedule 1 to the Mobile Homes Act 1983 (“the Implied Terms”) the Applicants claimed an increase in the pitch fee with effect from 1 April 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.
5. 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]”.

6. The Applicants seek 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 Applicants and Respondents. The Tribunal has not inspected St Helena’s Caravan Park.

THE RESPONDENTS’ OBJECTION

7. The Respondents object to paying the increased pitch fee because in 2022 the pitch fees payable by other residents on the park have been increased by a percentage (5.5%) which is less than the RPI percentage increase in the previous 12 months (7.8%).
8. When the Respondents initially raised this objection the Applicants stated that because of the increasing cost of living they had chosen to cap any pitch fee increases in 2022 at £13 per month, but this decision did not mean that they were limiting all pitch fee

increases to 5.5%. They explained that as the Respondents were paying a pitch fee which was lower than that of other residents, adding the RPI equivalent percentage of 7.8% still resulted in a monthly increase which was less than the £13 capped figure.

9. The Respondents say that they feel victimised and discriminated against, as their pitch fee increase is higher than that of others on the park. They argue that all park residents should be treated in the same way, and that they are being prejudiced by a decision of the Applicants to “level up” the pitch fees.

CONCLUSION

10. The arrangements between the Applicants as site owners and each park resident are private and individual. There is no presumption that pitch fee increases should be applied in the same manner to all residents. It is not unreasonable for the Applicants to apply different percentage increases when undertaking pitch fee reviews. The Respondents’ increase has been calculated in accordance with the Implied Terms and is payable as proposed by the Applicants.