



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

Case Reference : **MAN/30EM/PHI/2022/0032**

Property : **38 BRIDGEND PARK, BREWERY ROAD,
WOOLER**

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

Respondents : **GEORGE HOPE and JANET HOPE**

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 March 2022 is £196.61 per month.

REASONS

1. In 2017 the Respondents purchased a park home at the Applicant's mobile home park known as Bridgend Park, Wooler.
2. On receipt of notice from the Applicant that their pitch fee was to be increased from £182.89 to £196.61 with effect from 1 March 2022, the Respondent refused to pay the increase on the ground that the condition of the site and its amenities had deteriorated.
3. 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

4. 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 March 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 Applicant and Respondent. The Tribunal has not inspected Bridgend Park.

THE RESPONDENTS’ OBJECTIONS

7. The matters raised by the Respondent as an explanation of their refusal to accept the pitch fee increase are as follows
 - a) In 2018 the Applicant removed a grassed area that the Respondents regarded as a communal facility. It appears that this area was converted to further pitches for the siting of park homes.

- b) The park has been “extremely” overgrown, with insufficient grounds maintenance resulting in partially obscured signs and lights. The area set aside for refuse bins has been left unswept, and the resulting litter has attracted rats.
- c) The role of the park manager who was on site for several hours a day in 2017 has been reduced to reading meters. There is no longer a manned office on site.

8. Some photographs have been produced to illustrate these points. They are undated.

THE APPLICANT’S REPLY

- 9. Mr Sunderland, Estates Director for the Applicant, has responded to the above points. He has referred the Tribunal to the revised decision of a differently constituted tribunal dated 3 October 2019. In that case the occupiers of 46 Bridgend Park had raised a number of objections to a pitch fee increase, including the loss of the former grassed “communal” area. The tribunal concluded that “the ongoing siting of mobile homes on a mobile home park cannot be considered as a reduction in amenity of the site.” This Tribunal accepts that conclusion, and also notes that it is now some years since the new pitches were built on the area.
- 10. The Applicant accepts that during restrictions caused by the Covid outbreaks, less maintenance took place on Bridgend Park and the grounds became unkempt. Mr Sunderland says that maintenance is now carried out “as required”, and that any overgrown areas will be present “on a short term basis whilst waiting to be cleared”.

CONCLUSION

- 11. The Tribunal does not find that there has been a general 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’ concerns about management and maintenance of the park were genuinely and reasonably brought to the attention of the Applicant and the Tribunal, and makes no such order.