



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

Case Reference : **MAN/30UF/PHI/2022/0018**

Property : **75 BEECH DRIVE, LAMALEACH PARK,
FRECKLETON, PRESTON**

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

Respondent : **PAULINE WILLACY**

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 Respondent with effect from 1 February 2022 is £198.50 per month.

REASONS

1. The Respondent has lived on Lamaleach Park for some 7 years. The Application to the Tribunal and the Notice of Proposed Increase of Pitch Fee both state that the Respondent's pitch is number 73 Beech Drive. However the parties appear to have agreed subsequently that the correct address is 75 Beech Drive.
2. On receipt of notice from the Applicant that her pitch fee was to be increased from £185.34 to £198.50 with effect from 1 February 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 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.
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 Applicant seeks a determination as to the correct pitch fee to be paid by the Respondent. 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 Lamaleach Park.

THE RESPONDENTS’ OBJECTIONS

7. The matters raised by the Respondent as an explanation of her refusal to accept the pitch fee increase are as follows
 - a) The roads on the park are “full of potholes”
 - b) There is insufficient drainage on the park
 - c) There is insufficient lighting on the park
 - d) There is an unoccupied pitch near her home, which has been becoming overgrown for the past 6 years and attracts litter and rats
 - e) The mirror at the park entrance to aid drivers is too small

- f) The electricity meters are located on another resident's pitch and are not lit.
 - g) The park has been deteriorating generally is unfit and unsafe for elderly residents in poor health. This deterioration has not previously been taken into account on a pitch fee review.
8. Some photographs have been produced to illustrate these points. They are undated. The Applicant has not provided any additional details regarding deterioration of the park, or safety issues.
9. The Respondent also complains that her concerns have not been properly addressed by the Applicant's staff, whose attitude she has found intimidating and unhelpful.

THE APPLICANT'S REPLY

10. Mr Sunderland, Estates Director for the Applicant, has responded to the above points. He points out that the matters at b), c), e) and f) 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.
11. The Applicant 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.
12. 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

13. The Tribunal has considerable sympathy with the Respondent, 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.
14. The Applicant seeks an order that the Respondent reimburses the £20 application fee paid to the Tribunal. However the Tribunal finds that the Respondent's 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.