FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference :		**MAN/30UF/PHC/2021/0001, 4, 5, 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & MAN/30UF/PHC/2023/0007**
Property	**:**	**West End Residential Park, Ribby with Wrea, Kirkham, Preston PR4 2RF**
Applicants	**:**	**Residents at West End Residential Park listed in the attached Schedule**
Respondent	**:**	**Prestige Trading Company Limited**
Type of Application	**:**	**Determination under section 4, Mobile Homes Act 1983**
Tribunal	**:**	**A M Davies, LLB** **I James, MRICS**
Date of Decision	**:**	**9 March 2023**

DECISION

DECISIONS

The contracts between the individual Applicants and the Respondent permitting the stationing and occupation of mobile homes on West End Residential Park are the contracts which were in place immediately prior to 19 November 2019.

REASONS

Background

1. The Respondents occupy 20 pitches at West End Residential Park, Ribby with Wrea, Kirkham, Lancashire ("the Park"). The Park was purchased in May 2019 by Perfect World Enterprises Limited ("Perfect World"). Mr Thomas Hill was the sole director of Perfect World until 3 January 2019, when he resigned and Mr Richard Hill became (and remains) the sole director.

2. On purchasing the Park, Perfect World granted a tenancy at will to Prestige Trading Company Limited ("Prestige") of which Mr Peter Ball is the sole director and shareholder. The tenancy at will was replaced on 28 June 2019 by a lease creating a 6 month term from 1 July 2019 to 31 December 2019. Clause 18 of the lease provides as follows:

   "The Tenant [Prestige] is prohibited from granting a mobile home agreement for any period greater than the length of this Lease."

3. The Park consists of 43 pitches. Of these 21 were unoccupied in 2019. It appears that the park was unattractive to potential residents, the common parts being in need of repair and maintenance.

4. The owner of the Park prior to 2015 was Mr O'Connor. In 2015 Mr O'Connor granted a licence to operate the park to West End Residential Park Limited ("WERPL") a company (now in voluntary liquidation) of which Mr O'Connor was a shareholder and intermittently a director. The Tribunal was told that this operating licence was revocable on notice. No copy of the licence was supplied by the Respondent.

5. Mr O'Connor then sold the Park to Park Investments Group Limited of which Thomas Hill was the shareholder and director, and which shared the same registered office as Perfect World. The Respondent told the Tribunal that in January 2019 Park Investments Group Limited "served notice to quit" on WERPL, presumably intending to bring the operating licence to an end. No copy of the notice to quit was produced to the Tribunal.

6. Between grant of the operating licence to WERPL in 2015 and January 2019 Mr O'Connor through his company WERPL sold a number of new mobile homes to be sited on pitches at the Park. No list of the Applicants with WERPL contracts ("WERPL Applicants") was produced to the Tribunal, but examination of the documents submitted indicates that the following are included among the WERPL Applicants: Mr and Mrs Burrows, Mr Townley

and Ms Foster, Mr and Mrs Haworth, Mr Hope and Ms Settle, Mrs Rigby, Mr and Mrs Gaskell, Mr and Mrs Lord, and Mrs Rosler.

7. In those WERPL contracts seen by the Tribunal no date is inserted at section 6 which reads

"The site owner's estate or interest in the land will end on .....(*If this statement applies insert date):* or N/A";

It appears that on entering into their contracts WERPL Applicants were not, or may not have been, told that following termination of WERPL's operating licence proceedings could be instituted in the County Court to obtain possession of their pitches. The Respondent did not produce any documentary evidence to support its suggestion that the WERPL Applicants did not, in November 2019, have security of tenure on the Park but merely states:

"Perfect World, having served a notice to quit on Westend (sic) Residential Park Limited informed us that the residents with agreements with that company did not have security of tenure and, strictly, did not have any entitlement to remain on the park."

The Tribunal is not in a position to make any assessment as to whether WERPL's operating licence authorised it to create long-term contracts with residents, or whether the WERPL Applicants were in fact at risk of eviction from the Park although there is no suggestion that any of them were in breach of their contracts. The Tribunal has no evidence and heard no argument as to whether, if the contracts issued by WERPL were issued without authority (although in some cases signed on behalf of WERPL by the freeholder), they have subsequently been ratified by owners of the Park who have received pitch fees and permitted WERPL Applicants to remain on the Park without reservation.

8. Those Applicants who are not WERPL Applicants occupy their pitches under agreements pre-dating 2015. The law relating to the transfer of agreements when ownership of the site changes is at section 3(1) of the Mobile Homes Act 1983 ("the 1983 Act"), which reads:

"An agreement to which this Act applies shall be binding on and enure for the benefit of any successor in title of the owner and any person claiming through or under the owner or any such successor".

9. There is no Qualifying Residents' Association at the Park, and the Tribunal heard that prior to 19 November 2019 the residents did not socialise together as a group, or know each other well.

10. On 11 December 2019 Prestige applied to Fylde Council for a Site Licence, and the licence was granted on 3 June 2020.

The Issue

11. On various dates from February to September 2021 the Applicants applied to this Tribunal for a determination as to the status of documents they had signed at a meeting on 19 November 2019 ("the November Meeting"). The Applicants claim that these documents do not amount to replacement contracts to occupy their pitches and that the contracts under which they occupied their pitches prior to 19 November 2019 have continued in effect. The Respondent claims that the documents replaced any previous agreements under which the Applicants occupied their respective pitches and that the new terms set out in them are effective and enforceable.

12. The terms set out in the documents signed at the November Meeting vary the Applicants' existing agreements by substantially increasing the pitch fee and adding to the services, the cost of which is not included in the pitch fee.

13. The Tribunal's jurisdiction stems from section 4 of the 1983 Act, which provides that in relation to a protected site the tribunal has jurisdiction to determine any question arising under the Act or any agreement to which the Act applies, other than termination by the site owner.

Application and hearing

14. The Applications submitted to the Tribunal were all based on an outline of their case prepared, at joint request, by Mr Burrows. A number of Applicants added their own statements to their individual applications.

15. Prior to the hearing the Tribunal was supplied with bundles of documents containing, in total, the written representations of the parties. No separate representations were received from Mr Williams who was also unable to give oral evidence due to work commitments or from Mr Jones who could not give oral evidence due to ill health.

16. The application was listed for a video link hearing on 11 and 12 October 2022. It was adjourned part heard and resumed, again by video link, on 2 March 2023. After the first two days of the hearing, the Tribunal asked the Respondent to address in writing an issue which appeared to have arisen, namely whether the Respondent had, on 19 November 2019, any standing or interest in the Park which enabled it to enter into contracts with the residents. The Tribunal's order stated that if appropriate this issue would be dealt with as a preliminary issue when the hearing was resumed.

17. The Respondent's response was contained in a statement of Mr Peter Ball of Prestige dated 30 January 2023 (subsequently withdrawn) and his statement dated 31 January 2023. This exhibited a further copy of the 6 month lease granted on 28 June 2019 and confirmed that the Park had been a protected site since 1977. No copy of the 1977 site licence was produced to the Tribunal.

18. Although as sole director of Prestige Mr Ball had instructed solicitors and counsel, agreed and paid legal costs, approved a statement of case and signed

recent witness statements, he was said to be incapable of attending by video link before the Tribunal. The Respondent filed a hearsay notice exhibiting a letter from Mr Ball's GP. He was described as being aged 67 and suffering from diabetes, prostate cancer, Alzheimer's dementia and incontinence. The GP was under the impression that Mr Ball was being asked to attend before the Tribunal at "some distance away from his home". This contrasted with the approach of the Applicants, most of whom were very elderly, who submitted themselves to sometimes lengthy and detailed cross examination by Mr Mullan, counsel for the Respondent. Mr Ball's failure to attend in order to support his written statements was particularly unfortunate because Mr Richard Hill, who was the main conductor of the November Meeting, avoided answering a number of the Tribunal's questions on the ground that he "could not speak for Prestige". This despite the fact that on 7 October 2022 he had made a witness statement which ended:

"I have had the opportunity to carefully read the statement of case by Peter Ball..... I can confirm that I agree with the statement and that I am happy to give evidence in respect of that meeting, noting Mr Ball's absence."

Preliminary issue

19. After hearing Mr Mullan of Counsel for the Respondent and Mr Burrows speaking for the Applicants at the resumed hearing, the Tribunal finds that on 19 November 2019 the Respondent's limited interest in the Park enabled it to grant mobile home agreements expiring no later than 31 December 2019. This was conceded by Mr Mullan. The Respondent did not seek to argue that Mr Hill's presence at the November Meeting amounted either to a waiver of clause 18 of the 6 month lease or to permission for Prestige to grant replacement long term agreements to the residents.

20. The Tribunal continued to hear evidence in order to determine whether such replacement agreements had been created, and if so what their current status is.

Preparation for the November Meeting

21. On 22 October 2019 Prestige sent invitations to the November Meeting by post. Copies of letters the Respondent claimed to have sent were supplied to the Tribunal but a number of the Applicants denied having received any invitation. On the evening of 18 November 2019 Mr Richard Hill visited Ms Settle at her home on the Park and in the course of conversation mentioned the meeting to be held the following day. He said that everyone should attend. Ms Settle went round the Park that evening, informing everyone about the meeting and explaining that they were asked to attend.

22. The November Meeting was to be held in the Morecambe Bay Hotel, some 30 miles from the Park. Mrs Bertenshaw had no means of transport and could not attend. Mrs Marks (aged 86) did not attend. Some Applicants gave other residents lifts to the meeting in their cars.

23. The letter of invitation sent by Prestige so far as relevant read:

> "As you know Prestige Trading Company Limited are the current park operators of West End Park.
>
> We are holding a meeting with the actual land owners (the freeholders) of West End Park, and would like to invite all residents to attend the meeting to being (sic) held at The Morecambe Bay Hotel.....on November 19th 2019 at 11am.
>
> Please regard this as formal notice of your invitation to participate in consultation in respect of proposed works and improvements to be carried out at the park. The issues to be considered include the park's planning permission and contamination, the extensions on certain park homes (which has made them non-compliant with statutory requirements), and the expiry of the license (sic) of Westend Park Ltd and associated agreements.
>
> It is highly recommended that you attend the meeting as decisions may be made that affect the park, the pitch fee and all Park Home owners. If you are unable to make the meeting any written representation received from you prior will be taken into account.
>
> Please R.S.V.P to the above address...
>
> We kindly request that you arrive 30 minutes prior and sign in attendance."

24. The Tribunal was not informed whether or how many Applicants gave notice of their intention to attend the meeting, nor whether any Applicant sent written representations prior to the meeting. The Tribunal were told that some of the Applicants who first heard about the November Meeting on the evening of 18 November had no concerns as they thought that it was intended "to be a meet and greet", to introduce them to the new owners and operators of the Park. By contrast several Applicants told the Tribunal that they had felt upset and anxious following receipt of the written invitation. For example Mr Burrows said "I was frightened by it and thought I was about to lose my home". Despite this, the Applicants did not indicate to the Tribunal that any of them sought legal advice or advice from the Independent Park Home Advisory Service ("IPHAS") before attending the meeting. There was no move on the part of the Applicants who received the written invitation to ask the Respondent for more information or to arrange a general discussion between the residents in order to settle on a joint response to any proposals that might be made. They did not arrange for a lawyer or IPHAS representative to attend with them at the meeting.

The purpose of the November Meeting

25. The Respondent says in its statement of case that the purpose of the November Meeting was to determine whether the residents were willing to contribute towards the cost of the improvements to the Park which would be necessary in order to attract purchasers to the empty pitches. If the residents

were willing to agree to an increase in their pitch fees above the statutory RPI percentage, Prestige would take a long term lease of the site, carry out repairs to the infrastructure and maintain the Park in accordance with the site owner's obligations. The Tribunal were not told of any additional intended improvements. If the residents were not willing to agree to pay higher pitch fees in order to fund the site owner's obligations, Prestige would not accept a further lease of the site. It follows that Mr Hill's company Perfect World would then be responsible (without the benefit of a substantial increase in the pitch fees) for meeting those obligations and improving the financial viability of the Park by attracting new residents and selling them mobile homes for siting on the empty pitches.

26. The purpose of the meeting as explained to the Tribunal is different from that described in the letter of invitation, which indicates that for various reasons some or all of the residents were at risk of losing their right to occupy their pitches and that they should all attend the meeting in order to discuss these difficulties.

27. Perfect World had a strong interest in ensuring that Prestige took a further lease of the Park. Mr Ball attended but said nothing to the residents throughout the November Meeting. In order to gain the result he wanted, Mr Hill had to use the meeting to persuade the residents to agree to increase their pitch fees to a level at which Prestige was willing to take a long term lease. He could do this by promising a substantially improved site with better facilities or by convincing the residents that if they did not agree they might be removed from the Park.

28. At the hearing counsel for the Respondent was clear that the purpose of the November Meeting was to establish whether higher pitch fees would be agreed, and that the intention was not to obtain new signed agreements from the residents. Mr Hill confirmed this by saying: "we didn't expect everyone to sign up".

The November Meeting

29. The Tribunal heard very differing accounts of events at the November Meeting. Undisputed, however, is the fact that Mr Hill started the discussion by describing the facilities and advantages of a nearby mobile home park, Ribby Hall, where the pitch fees were much higher than at West End Residential Park. Eventually a Respondent pointed out that Ribby Hall was a holiday venue with many facilities which were not available at the Park and which would not be appropriate for a small site occupied by elderly permanent residents.

30. Mr Hill says that the ensuing discussion was friendly, and that the meeting "was one of the most easy-going meetings I have ever been to in my life". He said that each resident was handed a blank form of Written Statement on arrival at the meeting. The purpose of this was not clear to the Tribunal. He also said that he spoke for 30 - 60 minutes and then there was a delay until more copies of the documents could be prepared and brought to the meeting for signature. The Respondents agree that there were insufficient

documents and more had to be obtained, causing a hiatus in the meeting during which they were encouraged not to leave without signing first. It appears therefore that the meeting developed unexpectedly.

31. At some point during the meeting, either through discussion or because these were figures put forward by Mr Hill, it was established that occupiers of small sized pitches would be required to pay an annual pitch fee of £3000 and larger pitches would attract a fee of £3500 per year. No services were to be included – residents were to pay in addition for "water, sewerage, gas, electricity, admin, parking, meters and any other services provided". This compares with existing pitch fees at the Park most of which varied between£1776 and £1920 per year. Some Respondents who had been on the park for many years were paying £1560 or thereabouts. So far as the Tribunal could ascertain, under the existing agreements the only services paid for separately were water and electricity.

32. The Applicants say that the meeting was held in a chilly "dingy" room and that they were offered no refreshments until they asked for hot drinks. They were then given tea and biscuits. They say that they were in the meeting from 10.30 am or earlier as requested until approximately 4 pm, and were not provided with any lunch. Those Applicants who had been expecting an introduction to the new park owners and managers were taken by surprise, they say, when they found the tone of the meeting far from friendly. Towards the end of the meeting Mr and Mrs Maughan left and went back to the Park, but say that an attempt was made, as they left, to persuade them to stay and sign new agreements.

33. A number of the Applicants gave evidence that over several hours they were threatened by Mr Hill with eviction. They say that when they tried to leave they were told that they could not leave until they had signed the new agreement. When they asked for some time in which to take legal advice and to consider the new terms, they were told that they could do so but if they wanted to sign at a later date the pitch fee would have been increased again. The Tribunal heard that Mr Hill told the WERPL Applicants that they had no right to remain at the Park, and that he would evict them if they did not agree to the new terms he was offering. He was also reported to have said that residents who had extended their homes without the necessary consents would be subject to possession action.

34. Mrs Gaskell, as well as other residents, told the Tribunal "we felt harassed and bullied. We were all frightened we were going to lose our homes". Mrs Gaskell said that Mr Hill claimed that she and her husband did not have "a certificate" – thought to be a Buildings Regulation certificate - and were therefore at risk of eviction, but that when she got home her husband showed her that they did have certification for alterations to their home. Other Applicants gave evidence that they believed Mr Hill as the park owner had legal knowledge about his right to evict them that they did not have, and they agreed to the new terms because they did not want to lose their homes. Most of the Applicants recalled feelings of dismay and increasing distress as they came to the conclusion that they had to agree to the new terms. The Tribunal heard from Mr Burrows and other WERPL Applicants that Mr Hill described

their existing agreements as being "void" or no longer effective. Evidence was given that "I was only interested in keeping our home… we were made to sign under duress… we would be evicted by court order and our caravans would be taken away to the road and left there…we were there illegally" (Mr Burrows); "I thought I was about to lose my park home…we were cold, tired, hungry, frightened, ambushed" (Mr Howarth); "we were bludgeoned, it was terrible. I caved in. The park home is all I have, I can't afford to lose it" (Mr Grundy); "if we did not sign then the pitch fee would increase and that was critical for me. I was short of work and thinking of retiring, and short of money. Hill talked about people being removed from the site" (Mr Townley); "Mr Hill said we could have a cooling off period but there would be an increase in the pitch fee, this was a one-off offer and we would be the only residents paying a lot more money… some said I'm going to sign, then others, and then it snowballed as more did. It was not a joint decision to sign. The tone of the meeting was very unpleasant….I think we were all shocked. We were told that our previous agreements were no longer valid" (Mrs Lord). Similar evidence was given by other Applicants.

35. The Tribunal finds that the Applicants believed that they were at risk of losing their homes, either because they were WERPL Applicants or because of other problems with the Park such as contaminated ground or planning issues. In addition or alternatively they believed that if they did not immediately agree to the new terms of occupation, worse terms would be offered to them subsequently. The meeting was not the friendly discussion described by Mr Hill. The elderly Applicants became convinced that they were under threat, and that they had to sign the documents put before them that day. The fear they say they felt may have been contagious, and they may have panicked in a situation where a younger and more robust group of people would have stood their ground.

36. The Tribunal also finds that some part of the frightening memories of the meeting may have been influenced by the passage of time and repetition. Some at least of the Applicants must have had the opportunity to telephone friends, family, or IPHAS during the meeting, which was held on a Tuesday. It seems that none of them did so. None of them added to their signatures on the documents "signed under protest" or similar wording. There does not seem to have been any effort to make a joint decision to demand more time to consider their options before signing. They were all capable adults, some of whom had held, or continued to hold, responsible jobs or positions of management in their own businesses. Ultimately, the Applicants decided to sign the documents supplied by Mr Hill which set out new terms for their continued occupation of their pitches at the Park, and to pay increased pitch fees in order to fund much-needed (although unspecified) upgrading of the Park. Because the Applicants had the opportunity to seek advice during the day or simply to "call Mr Hill's bluff" and collectively or individually refuse to sign before leaving the meeting, the Tribunal does not find that their individual decisions to agree to the new terms were vitiated by legal duress or misrepresentation on the part of Mr Hill.

The evening visits

37. After the meeting in Morecambe, Mr Hill went to the Park and visited those residents who had not been able to attend and also Mr and Mrs Maughan who had left the meeting without signing the Respondent's documents. Mr Hill was probably accompanied by Mr Ball. The Tribunal heard, and accepts, that he told each resident he visited that all the other residents had already signed the documents, and that they must also do so if they were to avoid being left out and having to pay a higher pitch fee, or (possibly) to face eviction proceedings. The Respondents who were visited that evening included Mrs Bertenshaw, Mrs Rosler and Mrs Marks, all three of whom were very elderly ladies living on their own. All residents who were approached in their own homes that evening signed the documents put in front of them.

38. Mr Maughan gave evidence that when Mr Hill visited his home that evening his wife refused to sign and he signed the documents for them both, but in fact Mrs Maughan's signature appears on the documents as well. Mr Maughan described passively threatening attitudes on the part of Mr Hill and Mr Ball while they were in his home, but did not say that he asked them to leave, or that he called any other resident or family for advice, or called or threatened to call the police. Similarly Mrs Bertenshaw, Mrs Rosler and Mrs Marks did not ask Mr Hill to leave their homes, and did not seek help or advice from third parties prior to signing.

39. The Tribunal finds that all the Applicants chose to sign the documents they were given by Mr Hill. This finding is not intended to excuse in any way the deplorable way in which the Respondent and Mr Hill went about obtaining consent to substantially higher pitch fees. The same effect could have been obtained at a genuinely friendly discussion meeting, after giving each resident detailed and accurate information about the site and its future. Conducting a meeting 30 miles from the Park in the manner in which they did was both disrespectful and unkind to the elderly residents. Nevertheless, the documents were voluntarily signed.

The Written Statements

40. The documents supplied by the Respondent on 19 November 2019 for signature by the Applicants were firstly a waiver (as to which more below) and secondly a Written Statement. The Written Statements were the same for each Applicant save for a variation in the pitch fee dependant on the size of the pitch, and the address and description of the relevant park home.

41. The law relating to Written Statements is set out at section 1 of the 1983 Act, the relevant parts of which read:

> (1) This Act applies to any agreement under which a person ("the occupier") is entitled
> (a) to station a mobile home on land forming part of a protected site; and
> (b) to occupy the mobile home as his only or main residence.

(2) Before making an agreement to which this Act applies, the owner of the protected site ("the owner") shall give to the proposed occupier under the agreement a written statement which -
(a) specifies the names and addresses of the parties;
(b) includes particulars of the land on which the proposed occupier is to be entitled to station the mobile home that are sufficient to identify that land;
(c) sets out the express terms to be contained in the agreement…
(d) sets out the terms to be implied by section 2(1) below…..

(3) The written statement required by subsection (2) above must be given –
(a) not later than 28 days before the date on which any agreement for the sale of the mobile home to the proposed occupier is made, or
(b) (if no such agreement is made before the making of the agreement to which this Act applies) not later than 28 days before the date on which the agreement to which this Act applies is made.

(4) But if the proposed occupier consents in writing to that statement being given to him by a date ("the chosen date") which is less than 28 days before the date mentioned in subsection (3)(a) or (b) above, the statement must be given to him not later than the chosen date….

(6) If the owner has failed to give the occupier a written statement in accordance with subsections (2) to (4) above, the occupier may, at any time after the making of the agreement, apply to the [Tribunal} for an order requiring the owner –
(a) to give him a written statement which complies with paragraphs (a) to € of subsection (2) (read with any modifications necessary to reflect the fact that the agreement has been made), and
(b) to do so not later than such date as is specified in the order.

(7) A statement required to be given to a person under this section may be either delivered to him personally or sent to him by post.

(8) Any reference in this section to the making of an agreement to which this Act applies includes a reference to any variation of an agreement by virtue of which the agreement becomes one to which this Act applies."

42. The Written Statements were standard printed forms with spaces for information to be inserted, and were headed in capital letters:

WRITTEN STATEMENT UNDER MOBILE HOMES ACT 1983
IMPORTANT – PLEASE READ THIS STATEMENT CAREFULLY AND KEEP IT IN A SAFE PLACE. IT SETS OUT THE TERMS ON WHICH YOU WILL BE ENTITLED TO KEEP YOUR MOBILE HOMES ON SITE AND TELLS YOU ABOUT THE RIGHTS WHICH WILL BE GIVEN TO YOU BY LAW. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND YOU SHOULD GET ADVICE (FOR EXAMPLE FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU.

The wording of this notice confirms that the statement is not intended to take effect immediately, unless an agreement to that effect has been made between the parties as provided for by section 1(1)(4) of the 1983 Act. The proposed occupier is given the opportunity to take advice, and having done so can make a final decision as to whether to accept the proposed terms and to confirm the agreement to move on to the protected site. In the WERPL contracts seen by the Tribunal this was explicit in the agreements where the deposit was said to be refundable. But it is no less the case in relation to the documents signed on 19 November 2019. Each of the Written Statements signed on that day states that the contract to which it relates is to start on 1 January 2020. On 19 November 2019 the Respondent had no power to grant a contract for occupation of a pitch at the Park that extended beyond the end of its own lease, ie 31 December 2019.

43. The Written Statements signed on 19 November 2019 set out the terms which would apply to the Applicants' new contracts if they took effect on 1 January 2020. In the same way that section 1(3) of the 1983 Act provides prospective occupiers time to reconsider before committing to an agreement, these Written Statements were so worded as to envisage that the Applicants might change their minds about acceptance of the new terms.

44. The Applicants say, and the Tribunal accepts, that they were not given copies of the Written Statements they signed at the November Meeting. Mr Hill told the Tribunal that the Applicants were expected to complete the blank copies that they had been given at the start of the meeting with their own record of what had been agreed. The Tribunal finds that the completed Written Statements were signed but not "given" as required by section 1(2) and 1(3) of the 1983 Act.

The Waivers

45. The Respondent prepared separate forms, referred to in the application and this decision as Waivers, which the Applicants were asked to sign at the same time as they signed the Written Statements. These forms were printed in large print on A4 paper. They had no heading and read:

"I/We have been given the opportunity to obtain independent legal advice before signing and are agreeing to the Mobile home agreement with Prestige Trading Ltd, and have decided not to, and are happy to enter into this agreement and terminate my previous mobile home agreement with immediate effect.

I am aware that my previous agreement could not be terminated without my consent or unless permission was granted by the courts of which I consent to the replacement agreement the terms of which I am satisfied with."

46. Notwithstanding the errors in the wording of the Waivers, the Applicants confirmed that they understood that the intention was to demonstrate (1) that they waived any rights they might have to take legal advice on the Written Statement prior to signing it and (2) that the terms set out in the Written Statement would replace the terms in their existing agreements.

47. The Tribunal finds that the Waiver is not a document signed pursuant to section 1(4) of the 1983 Act in which the mobile home owner "consents in writing to that statement being given to him by a date .... which is less than 28 days before" the date the agreement takes effect – ie 1 January 2020 - because (a) the Respondent had no standing at the time to create an agreement with an occupier to take effect on 1 January 2020 (b) the document does not state that the intended occupier consented to the Written Statement being given to him by a specified date within 28 days before the start of the new agreement and (c) the Written Statement was in any event signed more than 28 days before 1 January 2020 so a consent was not required.

48. Further the Tribunal finds firstly that the words "terminate my previous mobile home agreement with immediate effect" conflict with the wording of the Written Statement which provides that the new agreement will start on 1 January, and consequently that the Waiver did not immediately terminate the existing mobile home agreements. Since November 2019 the Applicants have continued to pay pitch fees and occupy their homes under the terms of those previous agreements.

After the November Meeting

49. On the day after the November Meeting the Respondent and Perfect World signed a new lease, the terms of which were not disclosed to the Tribunal. The Respondent did not suggest at any time that the term of the new lease began prior to 20 November 2019.

50. Shortly after the November Meeting some of the Applicants sought advice from IPHAS and met Mr Tweddle of IPHAS to discuss the status of the documents they had signed. They were advised that the documents did not create a contract binding on any of the Applicants. This information was shared with the other residents of the Park, who authorised Mr Burrows to draft a letter to the Respondent withdrawing their consent to the new terms. Each of the Applicants sent the Respondent this letter, which so far as relevant read:

"Following the meeting....we have since taken advice....to the effect that statements made by yourselves are incorrect... With this in mind we will continue to pay the last agreed pitch fee."

The letter claimed that the documents provided by the Respondent had been signed under duress or as a consequence of misrepresentation. It repeated what may have been incorrect or incomplete advice received from IPHAS, but whatever the reasons given the intention is clear: the proposed new terms of the Applicants' agreements with the site owner were not acceptable and the Applicants, including the WERPL Applicants, had chosen to retain their previous agreements.

51. The Respondent did not reply. At no time prior to filing a response in these proceedings did it attempt to explain to the Applicants why the new terms were considered to be binding on them. The Respondent did not take any

formal steps to enforce the new terms. It did not institute any eviction proceedings or seek a pitch fee increase to take effect early in 2021 before the present applications were filed with the Tribunal. The Applicants continue to pay the pitch fees they were paying prior to November 2019.

Conclusion

52. No new agreements between the Respondent and the Applicants took effect either on 19 November 2019 or on 1 January 2020. To fund the cost of improving the site, the site owner may now, perhaps with the assistance of an independent third party, choose to negotiate with the current residents for an increase in the pitch fees. Such negotiations will, it is hoped, include a genuine sharing of information and assessment of the appropriate pitch fee so as to enable the site owner to attract new purchasers and to increase the value of the mobile homes already stationed at the Park.

53. This decision stems from the status of the Respondent and the documents signed at the November Meeting by each of the Applicants. It therefore applies to all the Applicants, whether or not their evidence was heard by the Tribunal.

AM Davies
Tribunal Judge
9 March 2023

SCHEDULE OF APPLICANTS

Case Reference	**Applicant**	**Property Number**
MAN/30UF/PHC/2021/0001	Mr and Mrs D G Burrows	No 21
MAN/30UF/PHC/2021/0004	Mr A J Grundy	No 24
MAN/30UF/PHC/2021/0005	Mr G Townley and Ms L Foster	No 12
MAN/30UF/PHC/2021/0006	Mr and Mrs G W Leven	No 20
MAN/30UF/PHC/2023/0007	Mr and Mrs D Jensrud	No. 14
MAN/30UF/PHC/2021/0008	Mr J Hope & Ms S Settle	No 27
MAN/30UF/PHC/2021/0009	Mr & Mrs C McInerney	No 10
MAN/30UF/PHC/2021/0015	Mr and Mrs K S Jones	No 13
MAN/30UF/PHC/2021/0016	Mr & Mrs R Berry	No 4
MAN/30UF/PHC/2021/0017	Mr & Mrs C Maughan	No 11
MAN/30UF/PHC/2021/0018	Mrs E M Bertenshaw	No 8
MAN/30UF/PHC/2021/0019	Mrs E M Bottomley	No 5
MAN/30UF/PHC/2021/0020	Ms J R Dutton	No 9
MAN/30UF/PHC/2021/0021	Mrs T Rigby	No 18
MAN/30UF/PHC/2021/0022	Mr & Mrs C D Gaskell	No 22
MAN/30UF/PHC/2021/0023	Mr B Williams	No 1
MAN/30UF/PHC/2021/0024	Mr & Mrs K Lord	No 32
MAN/30UF/PHC/2021/0025	Mrs A Rosler	No 6
MAN/30UF/PHC/2021/0026	Mrs J Marks	No 7
MAN/30UF/PHC/2021/0007	Mr and Mrs A Haworth	No 2