



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

**Case Reference** : **MAN/00CG/PHI/2022/0044**

**Property** : **1 BRAMLEY PARK, MARSH LANE, SHEFFIELD**

**Applicant** : **CATHMAL LTD**

**Respondents** : **MRS PENNY SANBY**

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

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

**Date of Decision** : **12 December 2022**

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**DECISION**

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1. The pitch fee payable by the Respondent with effect from 1 April 2022 is £242.18 per month.

**REASONS**

1. In 2019 the Respondent purchased a park home on pitch number 1 at the Applicant's mobile home park, Bramley Park, Marsh Lane, Sheffield. It was agreed that the pitch would be completed by the Applicant to her order, and once the work was done she moved on to the park in August 2020.
2. The Respondent's Written Statement is dated 20 December 2019. The pitch fee, which excludes services, was then £224.66.
3. On receipt of notice from the Applicant that the pitch fee was to be increased to £242.18 with effect from 1 April 2022, the Respondent refused to pay the increase on the ground that there had been a decrease in the amenity of the site since she moved there.

4. The reviewed pitch fee proposed by the Applicant was calculated by reference to the Retail Prices Index (RPI) percentage increase in the 12 months prior to the review.

#### THE LAW

5. Under paragraph 17(4) of Chapter 2, Schedule 1 to the Mobile Homes Act 1983 (“the Implied Terms”) 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.
6. 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 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 [26<sup>th</sup> 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]”.*

7. The Applicants seek a determination as to the correct pitch fee to be paid by the Respondent. The Tribunal has not inspected Bramley Park. The case was heard at a video hearing at which Mrs Sanby represented herself and the Applicant was represented by its owners Mr and Mrs Stapleton.

#### THE RESPONDENT’S OBJECTION

8. Mrs Sanby was aware from the outset that the pitch she was to occupy was at the entrance to the park and that all traffic would necessary pass close by. However she was unaware that the pitch opposite hers (number 4) was to be divided and a new pitch number 2 was to be developed. Further, since she moved on to the park the carpark adjoining her pitch has been removed and a new pitch (1A) has been created in its place. Other construction work has been carried on elsewhere in the park.

9. Mrs Sanby says that as a result she has not been able to enjoy the peace and quiet that she understood she would have in her home. There has been construction traffic, noise of machinery, dust and mud arising from the changes to the site near her property. She says that work has continued for 12 months and is continuing, even starting early in the morning at weekends.
10. Moreover the view from her home has been dominated by the use of the property opposite to hers as a storage area for the building work elsewhere on site, and as a dumping ground for waste material. This, she says, has seriously detracted from her enjoyment of her own home and garden over which she takes much care.
11. The Tribunal has seen photographs to illustrate these points as well as the Applicant's photographs of the park.

#### THE APPLICANT'S REPLY

12. Mr Stapleton accepted everything that Mrs Sanby said. He explained that there is an ongoing programme of improvement to and expansion of the park, which has necessarily involved some disruption to current residents. He has overseen and taken part in this work personally and has arranged for the builders' activities to be carried on, so far as possible, with the convenience of the residents in mind. He accepts that Mrs Sanby has been affected as she describes, and says that the work to Plot 2 opposite her home will not be completed until March 2023. Once all the work is done, he says, the park will be much improved for the benefit of the Applicant and all residents.
13. Mr and Mrs Stapleton did not accept that it would be reasonable to reduce the proposed pitch fee in these circumstances. They said that the general amenities of the park had not deteriorated, and that the problems experienced by Mrs Sanby, although continuing for a long time, were ultimately temporary and for the benefit of herself and others.

#### CONCLUSION

14. The Tribunal has considerable sympathy for Mrs Sanby, and it appears that Mr and Mrs Stapleton are also sorry for the disruptions she has been suffering. Nevertheless, having regard to the wording of the Implied Terms the Tribunal concludes that there is no deterioration to the amenity of the site which would justify a reduction in the proposed pitch fee.
15. The amenity of the park includes its lighting, road maintenance, security, provision of services, enforcement of park rules and general upkeep. Peace, quiet and an attractive outlook are only part of the overall amenities. Further, the difficulties Mrs Sanby has had over the past year are temporary, and the Tribunal considers that it would not be reasonable to reduce her pitch fee below the level indicated by RPI because such a reduction would have a permanent effect on her pitch fee payable in future.

16. Mrs Sanby told the Tribunal that she would happily pay the increased fee with effect from whenever the plot opposite hers was no longer a building site. However the Tribunal's jurisdiction does not permit of a determination which varies the date on which a revised pitch fee is to take effect. In the circumstances the pitch fee proposed by the Applicant is bound to take effect from 1 April 2022.