



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

Case Reference : BIR/39UC/PHI/2022/0070-0071

Properties : 2 and 42 Springfield Park, Shrewsbury Road, Market Drayton
TF9 3ET

Applicant : Park Homes Development Ltd

Representative : Mr Adam Jones, Director

Respondents : (1) Mr A Hudson and Mrs K Hudson
(2) Mr J Glaze and Mrs M Glaze

Type of Application : Pitch Fee Review (2022)

Tribunal Members : Judge David R Salter
Nicholas J P Wint FRICS

Date of Hearing : 20 February 2023

Date of Decision : 26 April 2023

DECISION

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Decision

The Tribunal determines that the pitch fee for the Properties should increase from the review date of 1 September 2022 in accordance with the Notice dated 2 August 2022 in the amounts detailed below:

- a) 2 Springfield Park from £783.41 per half year to £861.75 per half year**
- b) 42 Springfield Park from £783.41 per half year to £861.75 per half year**

Reasons for the Decision

Introduction

- 1 The Applicant is the owner of Springfield Park, Shrewsbury Road, Market Drayton, Shropshire TF9 3ET ('Springfield Park'). This is a residential mobile home park. It is a protected site within the meaning of the Mobile Homes Act 1983 (as amended) ('the 1983 Act'). The Respondents occupy 2 and 42 Springfield Park, respectively, under the terms of agreements entered into with either the Applicant or its predecessor in title.
- 2 In each instance, the annual review date is 1 September. The pitch fee for each of the properties was last reviewed on 1 September 2021. The current pitch fees for the properties are £783.41 per half year.
- 3 By a Pitch Fee Review Notice dated 2 August 2022 ('the Notice'), the Applicant gave notice to each of the Respondents that it proposed to review their pitch fees from the review date of 1 September 2022. The proposed pitch fee for each of the properties was £861.75 per half year. The proposed increase constituted a proportion of the increase in the RPI over the twelve month period pertinent to this review (10% rather than 11.8%).
- 4 The Respondents did not agree to the proposed increase but they did not make consequential applications to the Tribunal by way of challenge to that increase. Accordingly, the Applicant made applications to the Tribunal dated 7 October 2022 (received by the Tribunal on 11 October 2022) in respect of each of the properties for a determination of a new level of pitch fee for those properties.
- 5 Directions were issued by a Deputy Regional Judge on 12 October 2022. The Directions were concerned, principally, with matters pertaining to the preparation and submission of statements and related documents by the parties to the applications. More particularly, each of the applications and supporting documents were deemed to be the Applicant's statement of case whilst the Respondents were afforded the opportunity to submit statements in response setting out in full their reasons for opposing the proposed new pitch fee to which, in turn, the Applicant might file statements in reply. In addition, the Directions required the Applicant to send to the Tribunal a copy of the agreement under which Mr and Mrs Glaze occupied No 42 Springfield Park.
- 6 In due course, each of the Respondents submitted a statement of case to the Tribunal. The statement submitted by Mr and Mrs Hudson was dated 21 October 2022 whereas the statement of case of Mr and Mrs Glaze was received by the Tribunal on 24 October 2022 following an e-mail dated 21 October 2022 to the Tribunal from Mr Glaze by way of general enquiry. The Applicant responded to each of these statements of case in letters

dated 22 December 2022 which were presented and signed on its behalf by Mr Oliver Jones ('the Applicant's response').

- 7 Further Directions by the Regional Judge directed that the applications should be consolidated and heard together.

Inspection

- 8 The Tribunal inspected Springfield Park on 20 February 2023 in the presence of Mr Jones and Mr Glaze. The Tribunal was informed that Mr Hudson was unable to attend because he had a contemporaneous hospital appointment.
- 9 Springfield Park is situated in Market Drayton within a residential area. It is located in close proximity to the Shrewsbury Road, but it is approached via Hospital Road.
- 10 Springfield Park is licensed to accommodate 47 mobile homes, although during the inspection Mr Jones stated that, presently, there were 42 mobile homes on the site. Springfield Park is a broadly rectangular shape with a correspondingly shaped spine road. Pitches are to be found around the perimeter and in a central area which lies within the spine road. Some parking for cars is available on certain pitches. There are three garages but Mr Jones informed the Tribunal that they were not in use. In addition, there is some provision for visitor parking. This is provided, mainly, in a parking area situate near the entrance to the site. The mobile homes are of diverse ages and nature. The size of the pitches varies.
- 11 The Tribunal undertook a general inspection, walking around the site road and noting the common areas, the parking facilities, the main car park and access to and from Springfield Park from Hospital Road. In the course of its inspection, the Tribunal also, in so far as it was possible to do so, had regard to any material features that had been referred to in the parties' submissions.

Hearing

- 12 A hearing took place at the Telford Justice Centre at which Mr Jones and Mr Glaze presented their respective cases. Mr and Mrs Hudson did not attend.

Relevant Law

- 13 The relevant law is contained within Part I Chapter 2 of Schedule 1 to the Act ("the Schedule") and the 2013 Regulations.
- 14 'Pitch fee' is defined in paragraph 29 of the Schedule as follows:

"pitch fee" means the amount that the occupier is required by the agreement to pay to the owner for the right to station a mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, water, electricity, water and sewerage and other services, unless the agreement expressly provides that the pitch fee includes such amounts.
- 15 Paragraph 17(1) of the Schedule provides that the pitch fee shall be reviewed as at the review date and in this regard paragraph 17(2) states that 'at least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee'. Paragraphs 17(2A) and (6A) specify that this notice is of no effect unless it is accompanied by a document that complies with paragraph 25A.

- 16 Paragraph 25A requires this document to be in the form prescribed by the Secretary of State in regulations. Presently, this is the 2013 Regulations. In the 2013 Regulations, it is stated in paragraph 2 that the document ‘shall be in the form prescribed in the Schedule to these Regulations or in a form substantially to like effect.’ Further, paragraph 25A provides that, substantively, the document must specify any percentage increase or decrease in the retail prices index (‘RPI’) calculated in accordance with paragraph 20(A1) (see below, paragraph 17), explain the effect of paragraph 17 of the Schedule, specify the matters to which the amount proposed for the new pitch fee is attributable, and refer to various owner’s and occupier’s obligations.
- 17 Paragraph 20(A1) states that there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than the percentage change in the RPI since the last review date (‘the statutory presumption’), unless this would be unreasonable having regard to paragraph 18(1).
- 18 Paragraph 18 sets out factors to which ‘particular regard’ must be had when determining the amount of the new pitch fee and so far as material provides:
- 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...;
 - (aa) ...any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);
 - (ab) ...any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not been had to that reduction or deterioration for the purposes of this sub-paragraph);...
- 19 Sub-paragraphs 18(1)(aa) and 18(1)(ab) came into force on 26 May 2013.
- 20 The Upper Tribunal considered the operation of these provisions and the approach to be adopted by the Tribunal in *Vyse v Wyldecrest Parks (Management) Ltd* [2017] UKUT 24 (LC). It is accepted that the following propositions emerge from that decision – the starting point is that there is a presumption that a pitch fee shall not increase or decrease by more than the relevant RPI percentage unless it is unreasonable to do so, the presumption operates unless it is displaced by other competing matters which renders an increase unreasonable and particular regard must be had to the matters at paragraph 18(1) of the Schedule, but other ‘weighty factors’ may also displace the presumption.
- 21 However, the Upper Tribunal has not given guidance as to how paragraphs 18(1)(aa) and 18(1)(ab) might be applied and what may constitute a deterioration in the condition of the site and a decrease in its amenity or a reduction in services supplied and decrease in the quality thereof. In this respect, First-tier Tribunals have provided some pointers. Hence, in relation to paragraph 18(1)(aa), it has been mooted that a deterioration in the condition and a decrease in the amenity of a site encompasses changes that are long lasting or permanent and affect the ‘fabric’ of the site rather than changes that are temporary in nature. Further for the purposes of the 1983 Act, the Tribunal is not concerned with the actual condition of the site or the actual amenity of that site, and while the Tribunal may accept that the site has not always been maintained to a standard that might reasonably be expected the question it must determine is whether there has been any deterioration in the condition and decrease in the amenity of the site during the relevant period.

22 With regard to paragraph 18(1)(ab), the Upper Tribunal in *Britaniacrest v Bamborough* [2016] UKUT 0144 (LC) commented:

“[24]...paragraph 18(1)(ab) requires the FTT to have regard to any reduction in services the owner supplies to the site or an individual home. That is consistent with the pitch fee being payment for a package of rights provided by the owner to the occupier, including the right to station a mobile home on the pitch and the right to receive services. Where such services are reduced, or the quality diminishes, the Act requires that reduction or deterioration to be taken into account (presumably as a factor justifying either a reduction in the pitch fee or a smaller increase than would otherwise be allowed)”.

23 More generally, it would appear that for the RPI presumption to be displaced under the provisions of paragraph 18, the other considerations must be of considerable weight, because as Her Honour Judge Robinson opined in *Vyse* [50], ‘If it were a consideration of equal weight to RPI, then applying the presumption, the scales would tip the balance in favour of RPI’.

Submissions

24 The Respondents did not challenge the validity of the Notices that had been served by the Applicant although, as will be seen (see below, paragraph 40), Mr Glaze had sought an explanation from the Applicant for the proposed increase of 10% in the pitch fee. However, the evidence shows that, nevertheless, the first and second Respondents raised issues for the attention of the Tribunal, involving some degree of overlap, that they regarded as pertinent to the pitch fee review for 2022 and explained their respective reasons for failing to pay the increase in the pitch fee proposed by the Applicant.

25 For ease of treatment, the afore-mentioned issues raised by the first and second Respondents are set out sequentially (starting with the issues raised by Mr and Mrs Hudson) along with the Applicant’s specific responses to each of those issues (see below, paragraphs 26-41). References are to the parties’ written evidence unless otherwise stated.

Respondent (1) – Mr and Mrs Hudson

Non-payment of proposed increase in pitch fee - excessive return for Springfield Park

26 Mr and Mrs Hudson stated that the proposed increase in the pitch fee for 2022 raises the ‘total rent’ for Springfield Park to over £50,000 per annum. In their opinion, this is excessive bearing in mind that they feel the Applicant carries out a minimum amount of maintenance at Springfield Park.

27 The Applicant’s response pointed out that ‘park revenue’ had been discussed with Mr and Mrs Hudson on several occasions and that the impression gleaned from those discussions was that the Jones family were thought to be wealthy as illustrated by the fact that they could afford to leave a bungalow adjoining Springfield Park empty. In relation to generating ‘park revenue’, the Applicant’s response added that ‘the Jones family work extremely hard every day’.

Poor maintenance and service at Springfield Park

28 Mr and Mrs Hudson informed the Tribunal that, following the increase in the pitch fee for 2021, residents at Springfield Park petitioned the Applicant with a view to securing an improvement in maintenance and service. Mr and Mrs Hudson observed that this prompted some response on the part of the Applicant, including the introduction of

notice boards on the site and the cleaning of street lights. However, the residents' action also highlighted, in their view, the following illustrative shortcomings, presently or previously, in the maintenance of Springfield Park by the Applicant:

'speed bumps' – an 'amateur attempt' by the Applicant to put down white lines on the speed bumps within Springfield Park.

manhole cover – the expiry of a number of years before a broken manhole cover was repaired.

flower bed – the substitution of decorative stone on the surface of a flower bed for the weeds that covered it previously.

builder's rubbish – the presence of a mound of builder's rubbish, including broken toilets, behind one resident's mobile home that has been there for years.

unsightly empty base – a cradle was placed by the Applicant on this base which makes it unsightly. Mr and Mrs Hudson indicated that they had been told by the Applicant that the cradle was placed on the base in order to prevent travellers 'taking it over'; a prospect that Mr and Mrs Hudson regarded as highly unlikely.

sewer pipe – the expiry of a number of months before a neighbour's broken and leaking sewer pipe was repaired by the Applicant.

- 29 The Applicant's response refuted the contention that the maintenance and services at Springfield Park required improvement and suggested that residents only drew the Applicant's attention to 'jobs' around the time of the pitch review when it would be better to tell the Applicant about 'jobs' as and when the need to carry them out arose. It also pointed out that, if a member of the Jones family was unavailable to attend to a 'job', a long-standing employee, who lives in Market Drayton, 'comes to [the] park to carry out any call outs and jobs that need doing'.

The Applicant reacted to each of the specific instances alluded to by Mr and Mrs Hudson as follows:

'speed bumps' – during the inspection, Mr Jones informed the Tribunal and Mr Glaze that it had not been possible to secure the services of the professional who usually undertakes this type of work for the Applicant and he accepted that the work which had been carried out could have been to a higher standard.

manhole covers – during the inspection, Mr Jones remarked that the manhole covers were in good repair.

flower bed – the Applicant's response stated that for a while the maintenance of this flower bed was delegated to a resident who had volunteered to look after it. However, this arrangement did not work out and on several occasions the flower bed had to be weeded by members of the Jones family. Ultimately, it was decided to lay a membrane on the flower bed and to cover it with slate chippings. This sequence of events was confirmed by Mr Jones in the course of the inspection.

builder's rubbish – the Applicant's response explained that such rubbish is not located behind a resident's mobile home but rather behind one of the Applicant's sheds on Springfield Park. During the inspection, Mr Jones drew the location of this rubbish to the Tribunal's attention.

empty base – the Applicant’s response stated that a new concrete pad had been laid on this pitch that lies between 16 and 18 Springfield Park and indicated that a mobile home for the pitch is awaited. In the meantime, the grass surrounds are cut back when needed. The metal frame was placed on the pitch to stop individuals driving on it. Again, Mr Jones confirmed this information during the inspection.

sewer pipe – the Applicant’s response pointed out that once this problem was reported and its location identified (near to the entrance to Springfield Park) it was ‘sorted out as soon as possible’.

In conclusion, the Applicant’s response queried how any of these instances could have had an impact on Mr and Mrs Hudson.

Identity of the site owner

30 Mr and Mrs Hudson stated that they have received letters from the Applicant signed, respectively, by different signatories, including O Jones and T Jones and Park Homes Development Ltd and sought clarity as to whom correspondence should be addressed.

31 The Applicant’s response indicated that Mr Oliver Jones purchased Springfield Park about 20 years ago. Thereafter, Springfield Park has been run as a family business which necessarily involves various members of the Jones family of whom Mr Oliver Jones is the senior. Springfield Park was transferred to the Applicant in ‘the last 3 years’, but the business remains under the control of the family. Occupiers were notified of this change of ownership. The Applicant’s response added that correspondence with the Applicant should be conducted through the Kinverdale Park office and that there is a mail box proximate to Springfield Park.

At the hearing, Mr Adam Jones explained that members of the family are directors of the Applicant, namely Mr Oliver Jones, Stephen and Adam (sons of Oliver) and Donna Barr (daughter of Oliver). Stephen’s wife, Tracey, fulfils an administrative role but she is not a director.

Respondent (2) – Mr and Mrs Glaze

Neglect and poor service at Springfield Park

32 Mr and Mrs Glaze informed the Tribunal that since they acquired their mobile home on Springfield Park in 2018 they have witnessed ‘a creeping air of neglect and poor service’ on the site, including a failure to maintain hose pipe covers, to clean the glass in the street lights and to remove weeds in gutters. They felt that this neglect had been exacerbated since the beginning of 2020 following the vacation by members of the Jones family (Mr S Jones and Mrs T Jones) of the bungalow, which is adjacent to Springfield Park and to which they have not returned. This left no-one, resident on the site or proximate thereto, with authority or responsibility for the maintenance and general condition of the site. Mr and Mrs Glaze also stated that residents were not told about the impending vacation of the bungalow and when Mr Glaze asked if the vacation of the bungalow was permanent, he was told that this was not the case.

Further, at the hearing, Mr Glaze opined that communication between the Applicant and residents was generally, in his opinion, poor.

33 The Applicant’s response did not accept that there was creeping neglect and poor service at Springfield Park and, as in the response to Mr and Mrs Hudson (see, paragraph 29), bemoaned what it regarded as the tendency of residents to draw the attention of the Applicant to ‘jobs’ around the time of the pitch review rather than tell the Applicant about

'jobs' as and when the need to carry them out arose. The Applicant accepted that some minor jobs may not have been done when Covid-19 restrictions were in place, but that, otherwise, it was 'on top of most of the jobs', including those highlighted by Mr Glaze which had been dealt with by the Applicant.

The Applicant's response confirmed that Mr Stephen Jones and his wife, Tracey, lived in the bungalow adjacent to Springfield Park for some time and during that time were responsible for running the site. However, following the passing of Mr Oliver Jones' wife, the Jones family decided that Mr Stephen Jones and his wife should vacate the bungalow and move to Kinverdale Park and, in so doing, live closer to Mr Oliver Jones. This did not impact on the maintenance of Springfield Park because, as pointed out in the response to Mr and Mrs Hudson (see, paragraph 29), should a member of the Jones family not be available a long-standing employee, who lives in Market Drayton, deals with call outs and 'jobs' that need to be done.

Removal of entrance gate

34 Mr and Mrs Glaze informed the Tribunal that at the time when they were contemplating the purchase of their mobile home Springfield Park was advertised by S and J Property Centres as a 'gated' site. Further, it was gated when they viewed the site prior to their purchase. However, when they moved on to the site they found that, whilst the portals had been rebuilt, the gates had been removed.

35 The Applicant's response explained that the gates were in situ when Springfield Park was purchased by Mr Jones. They were not in good repair and were never closed. Consequently, when the entrance to Springfield Park was rebuilt in 2019 and 'completely transformed' the decision was taken not to reinstate the gates as they were not needed.

Members of the Jones family and their authority to act

36 In common with Mr and Mrs Hudson (see above, paragraph 30), Mr and Mrs Glaze stated that they would welcome clarity as to the respective authorities of those individuals who are purporting to act for and on behalf of the Applicant. They dealt with Mrs T Jones, the wife of Mr S Jones, when they purchased their mobile home and yet the application to the Tribunal appears to be signed by O Jones who Mr and Mrs Glaze said they do not know.

37 A summation of the written and oral evidence presented by the Applicant on the issue of authority to act, which covers the above points as well as the similar points raised by Mr and Mrs Hudson on this issue, can be found, above, in paragraph 31.

Written Statement – No 42 Springfield Park

38 Mr and Mrs Glaze informed the Tribunal that they had not been given a Written Statement by the Applicant at the time of the purchase of their mobile home in 2018. They were not aware that such a written statement should have been given to them by the Applicant until they joined the Residents' Association in 2021. On pursuing, in writing, the absence of a Written Statement with the Applicant and after a wait of several weeks, Mr and Mrs Glaze were provided by Mrs T Jones with what purported to be an office copy of the Written Statement relating to 42 Springfield Park. At the hearing, Mr Glaze acknowledged that he had received a receipt and a copy of the park rules at the time of his purchase.

39 The Applicant's response stated 'In regards to your written statement it is my understanding from Mrs T Jones that you were given it at the time of purchase and that the one you were handed at a later date was our copy'. At the hearing, Mr Adam Jones

was unable to elaborate on this statement. It became apparent to the Tribunal in the course of the hearing that the document referred to as 'our copy' that was given to Mr Glaze and, latterly, sent to the Tribunal ahead of the hearing was not, in fact, a copy of the Written Statement relating to 42 Springfield Park. Accordingly, the Tribunal instructed Mr Jones to liaise with his father with a view to securing a true copy of the Written Statement to be sent to the Tribunal and Mr Glaze.

Non-payment of proposed increase in pitch fee

- 40 Mr and Mrs Glaze opined that the 'amount paid now is enough considering the present situation'. They added that the Applicant had been asked for an explanation of how the proposed increase of 10% in the pitch fee for 2022 had been arrived at, but they had received no response. At the hearing, Mr Glaze said that he thought that the proposed increase in the pitch fee was excessive.
- 41 At the hearing, Mr Adam Jones explained that a decision had been taken by the Applicant not to pursue the full amount to which it was entitled by virtue of the increase in the RPI over the twelve-month period relevant to the review i.e. 11.8%. Instead, it opted by way of concession to increase the pitch fee by 10% and, thereby, lessen the burden on occupiers. He informed the Tribunal that all occupiers of mobile homes on Springfield Park, other than the Respondents, had paid the 'new' pitch fee.

Decision

- 42 The Tribunal considered, carefully, the evidence, oral and written, presented by the parties together with the evidence it gleaned from its inspection of Springfield Park.
- 43 During the twelve-month period applicable to this review, the RPI rose by 11.8%. However, the Applicant acknowledged that the full implementation of this increase would lead to residents at Springfield Park incurring a significant rise in their pitch fee. Accordingly, the Applicant in the Notices served on the Respondents restricted the proposed increase in the pitch fee for 2022 to 10%.
- 44 In each instance, the Respondents explained, initially, to the Applicant and then to the Tribunal that they regarded the proposed increase in the pitch fee for 2022 as excessive, and, hence, their continued payment only of the amount of the pitch fee that was agreed in 2021. However, the Respondents did not challenge either the validity of the pitch fee review undertaken by the Applicant or the correctness of the cited increase in the RPI (11.8%). Further, neither of the Respondents applied to the Tribunal to dispute the proposed pitch fee increase sought by the Applicant, namely 10%.
- 45 At this point, it is instructive to reiterate that paragraph 20(A1) of the Schedule provides that there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than the change in the RPI since the last review date unless it is unreasonable for this to be so having particular regard to paragraph 18(1). Consequently, where this presumption applies, there is no correlation between an increase in the pitch fee and expenditure that may have been incurred by a site owner in carrying out maintenance and/or in the provision of services.

In this instance, it has been established that the RPI increased by 11.8% during the twelve-month period applicable to the review and that the Applicant has sought to increase the pitch fee by a proportion of that increase, namely 10%.

In this circumstance, the question for the Tribunal is whether there is evidence that makes it unreasonable for the pitch fee to be increased in this manner and which leads, therefore, to the conclusion that the statutory presumption might be displaced. As

intimated above, the Tribunal is required by the 1983 Act in making that determination to have particular regard to paragraph 18(1). For present purposes, the material sub-paragraphs of paragraph 18(1) are sub-paragraphs 18(1)(aa) and 18(1)(ab). The content of these sub-paragraphs is set out earlier in paragraph 18 of this Decision. In short, these sub-paragraphs require the Tribunal to consider whether the evidence shows that there has been any **deterioration** in the condition and **decrease** in the amenity of Springfield Park (sub-paragraph 18(1)(aa) and/or any **reduction** in the services supplied by the Applicant to Springfield Park and any **deterioration** in the quality of those services (sub-paragraph 18(1)(ab) in the relevant period. Case law suggests that the Tribunal may also have regard to other ‘weighty factors’ in assessing whether the presumption may be displaced.

46 In this context, ‘amenity’ means the quality of being agreeable or pleasant and so the Tribunal must look at any decrease in the pleasantness of Springfield Park or those features of Springfield Park that are agreeable from an occupier’s perspective.

47 Against this backdrop, the Tribunal comments on the issues raised by the Respondents (some of which, as seen above, were common to both) and the various responses of the Applicant thereto as follows.

Non-payment of proposed increase in pitch fee

48 Each of the Respondents believes that the proposed increase in the pitch fee is ‘excessive’. However, it is clear from the evidence that the Applicant has sought to increase the pitch fee by a percentage which is no more than, and is, indeed, below, the increase in the RPI since the last review date. It is in the nature of the RPI that it fluctuates and from time to time. Hence, it may increase over a given period by a percentage that is unexpectedly higher than previous percentage increases or, equally, decrease by a similarly unanticipated percentage. This is the ‘nature of the beast’ and simply because the percentage increase is markedly higher than previous percentage increases does not mean that such increase is either unsustainable or constitutes a ground for arguing that the presumption which sanctions its applicability should be displaced. Indeed, in these instances, the Applicant has tried to cushion the effect of the percentage increase in the RPI by seeking only a 10% increase in the pitch fee. Accordingly, the Tribunal finds that such an increase cannot, therefore, be regarded as ‘excessive’.

Poor maintenance and service at Springfield Park

49 It is clear from the evidence that the Respondents believe various acts of site management by the Applicant have fallen below the standard that they are entitled to expect. Moreover, there is in the words of Mr and Mrs Glaze, generically, ‘a creeping air of neglect and poor service’ at Springfield Park.

As to those matters that Mr and Mrs Hudson suggested were indicative of shortcomings in the maintenance of Springfield Park by the Applicant and the specific maintenance matters to which Mr and Mrs Glaze alluded, the Tribunal is dependent on the nature and extent of the evidence adduced by the Respondents in support of their respective submissions and on the evidence that it derived from its inspection.

With regard to the references to the timeliness or otherwise with which repairs or restorative works were carried out to a manhole cover and a sewer pipe, Mr and Mrs Hudson did not identify the particular manhole cover that was of concern or the location of the leaking sewer pipe (the former of which could have been inspected by the Tribunal) which the Tribunal assumes, in the absence of any evidence to the contrary, were both repaired or restored satisfactorily by the Applicant and nor did they provide any evidence by way of corroboration of their claim that the necessary works took years and months

respectively to be carried out. Further, in those instances where the focus was on what Mr and Mrs Hudson perceived to be the inadequacy of works carried out, namely to the flower bed and in respect of the painting of white lines on the speed bumps, the Tribunal, in light of its inspection, finds that the laying of a membrane and slate chippings provides a prudent and low maintenance way of maintaining the flower bed and that this might be regarded as an improvement on the pre-existing position as described in the evidence, and whilst, as conceded by the Applicant, the work involved in painting the white lines could have been carried out to a higher standard the extant white lines fulfil their principal purpose which is to highlight awareness of the speed bumps for drivers of vehicles.

The final two matters raised by Mr and Mrs Hudson might loosely be described as relating to the appearance of two specific areas of Springfield Park that is the empty base upon which the Applicant has placed a cradle between 16 and 18 Springfield Park and the mound of builder's rubbish, neither of which the Tribunal discovered during its inspection are in the immediate vicinity of 2 Springfield Park. Be that as it may, in the former respect, the sight of the cradle on the empty base is, undoubtedly, unprepossessing, especially for those residents who live in close proximity to the vacant pitch. However, the Applicant explained that the placing of the cradle on the empty base is a temporary expedient pending the arrival of a 'new' mobile home for this pitch. From a practical point of view, it is not in the Applicant's interests to maintain this transitory 'holding' position for longer than is necessary. In this circumstance, the Tribunal finds that the situation which subsists on this pitch cannot be regarded as being for a period of such duration as to suggest any degree of permanence and, thus, be a deterioration in the condition of Springfield Park and a decrease in its amenity. Similarly, the mound of builder's rubbish is also unattractive. The Tribunal's inspection revealed that it is situated alongside the Applicant's shed, but it is not immediately apparent and relatively modest. It appeared to consist mainly of rubble. Mr and Mrs Hudson submitted, without supporting evidence, that this mound had been present for years, but, further, they gave no indication whether it had been added to or that its composition had changed during the period under review and, thereby, provide a foundation for an argument that there had been a corresponding deterioration in the condition and decrease in the amenity of Springfield Park. Suffice it to say and regardless of this outcome, it might legitimately be asked why this mound, which does not appear to serve any purpose, has not been removed by the Applicant.

With reference to the specific matters raised by Mr and Mrs Glaze, the Tribunal found during its inspection nothing untoward in the condition of the hose pipe covers or in the maintenance of the gutters and noted that whilst the glass in the street lights required cleaning this was a matter that, in itself, was too minor to merit consideration.

In short, the Tribunal finds that none of the 'maintenance' matters raised by the Respondents, individually or collectively, amount, within the context of its remit, to a deterioration in the condition of Springfield Park and to a decrease in its amenity. Further and more generally, the Tribunal was not presented with compelling evidence in support of Mr and Mrs Glaze's assertion that there was 'a creeping air of neglect and poor service' at Springfield Park. Rather, the Tribunal finds, following its inspection, that Springfield Park in its entirety is maintained, presently, to a reasonable standard.

Removal of entrance gate

- 50 There is no evidence before the Tribunal to suggest that prior to the purchase by Mr and Mrs Glaze of their mobile home in 2018 any representation was made to them by any member of the Jones family that Springfield Park was regarded as a 'gated site', but rather, according to the evidence submitted by Mr and Mrs Glaze, that this was the description attributed to it by the selling agents. In this circumstance, there was no

obligation on the Jones family to incorporate the installation of a gate into the 'improvement' works that were undertaken in the environs of the entrance to Springfield Park in 2019, and, in fact, they chose not to do so. During its inspection, the Tribunal noted that such works had resulted in a well-presented entrance that facilitated ready access to Springfield Park. Consequently, the Tribunal finds that whilst there has been an undisputed change in the physical appearance of the entrance to Springfield Park it is not a change that amounts to a deterioration in the condition of Springfield Park and a decrease in its amenity.

Identity of site owner and authority to act

- 51 Clearly, it is important to establish who has authority to act for and on behalf of the Applicant in matters pertaining to Springfield Park. In this regard, the evidence adduced by the Applicant resolves, in the Tribunal's opinion, any uncertainty there may have been in this respect on the part of the Respondents.

However, this is not a matter that has a bearing on the Tribunal's remit to determine the level of the pitch fee for 2022 in relation to 2 and 42 Springfield Park.

Written Statement – 42 Springfield Park

- 52 In view of the contradictory oral and written evidence presented by the parties, the Tribunal was unable to resolve, definitively, the question of whether Mr and Mrs Glaze were provided with a Written Statement at the time of the purchase of their mobile home in 2018.

In this respect, it was not assisted by the fact that the document adduced in evidence by the Applicant, which purported to be a copy of that Written Statement, was demonstrably otherwise. As seen above (see, paragraph 39), the Tribunal instructed Mr Jones, as a consequence, to liaise with his father in order to obtain a true copy of the Written Statement relating to 42 Springfield Road and to forward copies of the same to the Tribunal and Mr Glaze. Similarly and regrettably, the Tribunal derived no assistance from this quarter as Mr Oliver Jones (Mr Jones' father) informed the Tribunal in an e-mail dated 5 March 2023 that, unfortunately, it was not possible to provide a copy of the Written Statement relating to 42 Springfield Park that he believed was given to Mr Glaze at the point of his purchase in 2018 because he thought that it may have been misplaced when the business moved offices.

Conclusion

- 53 The Tribunal does not find that there has been any discernible deterioration in the condition and decrease in the amenity of Springfield Park or, similarly, any discernible reduction in the services provided by the Applicant and in the quality of those services in the relevant period.
- 54 The Tribunal accepts that the statutory presumption that the pitch fee should change by a percentage that is no more than the percentage change in the RPI applies. In this instance, the percentage increase in the RPI is 11.8% and, technically, therefore, that is the maximum amount of any increase in the pitch fee for 2022. The Applicant, however, has indicated by way of concession it is willing to accept a proportion of that increase, namely 10%. The Tribunal acknowledges that concession and accedes to it.
- 55 Consequently, the Tribunal determines that the pitch fee for the properties, 2 and 42 Springfield Park, should increase by 10% from the review date of 1 September 2022 in accordance with the Notices served on the Respondents and dated 2 August 2022.

- 56 Bearing in mind that the Respondents have continued to pay the current pitch fee since that date, they must pay the difference to the Applicant.
- 57 The Tribunal is unclear whether the Applicant has issued letters to either of the Respondents regarding arrears of pitch fee arising from the proposed increase. In this respect, the Tribunal confirms that the Respondents are not in arrears if they have continued to pay the pitch fee due before the service of the Notices. The difference between the current pitch fee and the reviewed pitch fee becomes payable 28 days after this decision is issued (see, paragraph 17(4)(c) of Schedule 1 to the 1983 Act).

Costs

- 58 No party applied for costs, and, consequently, the Tribunal makes no such award.

Appeal Provisions

- 59 If any party is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such appeal must be received within 28 days after these written reasons have been sent to the parties (Rule 52 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).
- 60 If the party wishing to appeal does not comply with the 28-day time limit, the party shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
- 61 The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Judge David R Salter

Date: 26 April 2023