



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

**Case Reference** : **MAN/30UF/PHI/2023/0020**

**Property** : **57 ASH DRIVE, LAMALEACH PARK,  
FRECKLETON, PRESTON**

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

**Respondent** : **BRIAN HARRISON**

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

**Tribunal** : **J R Rimmer  
I James, MRICS**

**Date of Decision** : **6<sup>th</sup> June 2023**

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**DECISION**

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1. The pitch fee payable by the Respondent with effect from 1 February 2023 is £210.97 per month.

**REASONS**

1. On receipt of a notice from the Applicant that his pitch fee in respect of 57, Ash Drive, Lamaleach Park, Freckleton was to be increased from £185.06 to £210.97 with effect from 1 February 2023, the Respondent refused to accept the increase on the grounds that the decrease in the amenity of the site and/or the deterioration in its condition indicated that the increase proposed was not reasonable.
2. 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, this being the effective starting point from which an increase may be judged to be reasonable.

**The law**

3. 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 2023. 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.

4. Paragraphs 18 and 20 provide implied terms to govern pitch fee reviews and the matters to be taken into account if a pitch fee increase is not to reflect any increase or decrease in the Retail Prices Index (“RPI”) since the last review. Insofar as they are relevant to the determination of this Tribunal they provide in their current form:

*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.*

5. The Applicant therefore seeks a determination as to the correct pitch fee to be paid by the Respondent. Neither party has requested a hearing in this matter and they have consented to the matter being determined by a paper determination. The Tribunal has not inspected the pitch, nor has it inspected the site.

### **Submissions**

6. The Respondent has raised with the Tribunal a number of matters which he suggests fulfill the criteria for being regarded as amounting to a decrease in the amenity or deterioration of the condition of the site:
- 1) There is no longer a site manager based at Lamaleach Park which has encouraged entry to the site for the purposes of teaching bicycle skills, racing model vehicles and jogging.
  - 2) There has been a general reduction in upkeep and maintenance as a result of the site owners efforts to reduce costs and divert the former office to alternative use as a shop
  - 3) Reduction in grounds maintenance has resulted in overgrowth of vegetation and has resulted in flooding on parts of the site arising from blocked drains.
  - 4) There was a lack of gritting to roadways over winter months.
  - 5) Ash Drive has only one streetlight which at the time of the objections was not working.
  - 6) There is a growing infestation of rats.

- 7) The occupants of sites previously enjoyed the benefit of a waterside walk on land not owned by the site owners, but this had now been lost as the owners have not continued the agreement giving access to that land.
- 8) There are no relevant signatures on the pitch fee review form, at section 6, or the application to the Tribunal at Section 7 (which the Tribunal understands to be the typed name of Mr Sunderland in section 9, rather than 7).

7 The Applicant counters these suggestions in a statement provided by the Applicant's Estate Director, David Sunderland, behind the basic premise that in any event the matters raised do not provide sufficient weighty evidence of decrease or deterioration in condition or amenity:

- 1) (Although he appears not to grasp the point being made by the Respondent), there is no evidence any such activity has taken place as a result of there being no site manager, which was never a contractual requirement, and in any event there is an area manager, local maintenance manager and other staff to deal with issues, if raised.
- 2) The conversion of the office to a retail outlet has not resulted in a loss of amenity and the issue of vegetation growth and drainage problems are adequately dealt with by the local maintenance manager who visits 1-2 days per week as required.
- 3) Gritting of roadways is not a contractual obligation and is not a loss of amenity.
- 4) The date referenced for the streetlight to ceasing to work, March 2023, is outside the period relevant to this review.
- 5) There is not, so far as he is aware, a problem with rat infestation.
- 6) The land upon which the waterside walk existed is not a part of the site, nor owned by the site owners and is not a part of the amenity of the site.
- 7) A sufficient signature appears on the pitch fee review form and on the application to the Tribunal in a typed form.

## CONCLUSIONS

- 8 The Tribunal considers that there are no defects in either the pitch fee form or the application form by virtue of the use of typed names in the spaces provided for signature. The purpose of a signature is adequately provided for by the provision of the entries provided in those relevant spaces.
- 9 On the basis of the evidence provided to the Tribunal in these proceedings the Tribunal does not consider that the extent to which the issues relating to the possible closure of the site office and manager, the non-availability of the waterside walk, potential drainage issues, the possible lack of gritting, or possible rat infestation are made out to any extent necessary to rebut the presumption that a fee increase based upon the RPI is in any way unreasonable.
- 10 The Tribunal is not satisfied that the issue of the streetlight relates to the period under consideration.
- 11 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

objection to the new pitch fee were genuine, but not supported by sufficient evidence, or misguided in relation to the street lighting. It therefore makes no order in favour of the Applicant.