



FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference : CHI/24UJ/PHI/2023/0242-0284

Property : Various properties at Solent Grange, Solent Park, New Lane, Milford-on-Sea, Hampshire SO14 0UQ

Applicant : Milford-on-Sea Park Limited

Representative : John Clement – IBB Law

Respondents : The occupiers of the 43 properties listed in the Application

Representative : Keith Metcalfe, for the Solent Grange Residents Association

Type of Application : Application for Determination of pitch fee under the Mobile Homes Act 1983 (as amended )

Tribunal : Judge T. Hingston  
P. Smith FRICS

Date of Hearing : November 30<sup>th</sup> 2023

Date of Decision : January 2<sup>nd</sup> 2024

## DECISION OF THE TRIBUNAL: -

The Tribunal found that there was good reason to depart from the presumption that the pitch fees should be increased in January 2023 by the same percentage as the RPI during the relevant period, and determined that any increase should be limited to 6%. Accordingly the pitch fee for Number 50, Solent Grange (property of Mr. K. Metcalfe) is determined as follows: -  
Previous pitch fee: £257.95 per month  
Pitch fee as of 01.01.23 : £ 272 . 95 per month.

In respect of the other Respondents, where the previous pitch fee was different from the above, the increase will be 6% of the original sum, as shown on the attached 'Increase schedule.'

### BRIEF BACKGROUND

1. Solent Grange, Solent Park is a Park Homes site in a rural location near the village of Milford-on-Sea, overlooking the Solent and the Isle of Wight. The licence provides for 108 pitches, and the majority of these are now occupied.
2. The Review date for the pitch fees on this site is agreed as the 1<sup>st</sup> of January.
3. The freeholder is Milford on Sea Park Limited.
4. As of July 2023 the site has been run by RoyaleLife.
5. In respect of the 2023 Pitch Fee Review it was not disputed that the appropriate Notice, giving all necessary information and with the prescribed 'Pitch Fee Review Form' attached, was sent (by first class post) to the Respondents on the 28<sup>th</sup> of November 2022. This is deemed to be 'served' a minimum of 28 days before the review date as required by Paragraph 17(2) of Schedule 1, Part 1, Chapter 2 of the Mobile Homes Act 1983 (as amended) (hereafter referred to as 'The Act'.) The revised pitch fee was not agreed.  
*(Note: The Tribunal was provided with only one copy of such Notice, as issued to Mr. Keith Metcalfe of 50, Solent Grange).*
6. The Application (under Paragraph 17 (4) of the Act) for determination by the Tribunal was made on 31st March 2023, after the end of the period of 28 days beginning with the review date, and within 3 months of the Review date, as required by Paragraph 17(5).
7. The proposed increase in pitch fees for the year commencing 1<sup>st</sup> January 2023 is 14.2%, in line with the RPI figure for October 2022 (published in November 2022) .
8. The residents/owners of forty-three of the Park Homes at Solent Grange (as per the attached list) have lodged their objections to the increase in pitch fees, and the majority are represented by the Solent Grange Resident's Association (SGRA).
9. Following various Directions as issued by the Tribunal, the matter was listed for Inspection and hearing on 30<sup>th</sup> November 2023.

## RELEVANT LAW

10. Much of the relevant law is contained in the Mobile Homes Act 1983 (as amended by the Mobile Homes Act 2013), and in Schedule 1 Part 1 Chapter 2 of the said Act, which sets out the 'Terms implied by the Act'.

11. Section 1(1) of the Act provides:

*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.*

12. Paragraph 29 of the Schedule 1 Part 1 Chapter 2 defines the 'pitch fee' as follows: -  
*"...the amount which the occupier is required by the agreement to pay to the owner for the right to station the 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, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts".*

13. Paragraph 17 provides for annual review of the pitch fee.

14. Paragraph 18(1) states that : -

*"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...'*  
and

*(aa) '...any deterioration in the condition, and any decrease in amenity, of the site or any adjoining land which is occupied or controlled by the owner...'* and

*(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...'*

15. Paragraph 20(A1) of the statutory implied terms in (as amended) states: -

*"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 retail prices index (RPI) calculated by reference only to (a) the latest index, and (b) the index published for the month which was 12 months before that to which the latest index relates".*

( Note: Although this paragraph has now been superseded - as of 2 July 2023 - by the Mobile Homes (Pitch Fees) Act 2023 which changes the basis of pitch fee calculations in England from RPI to CPI, the legislation is not retrospective. )

16. The effect of the statutory presumption is that once the Tribunal is satisfied that an Applicant has properly complied with the requirements for a pitch fee review, the burden of proof falls on the Respondent(s) to persuade the Tribunal that it should depart from the statutory presumption when determining the new pitch fee for the year in question.

17. In *Vyse -v- Wyldecrest Parks (Management) Limited 2017 [UKUT] 24*, the Upper Tribunal held that if none of the matters raised in paragraph 18(1) of the statutory implied terms applies and would justify departing from the statutory presumption, then the statutory presumption arises and the Tribunal must consider whether any "other factor" should displace it. The Upper Tribunal held that : - *"...by definition, this must be a factor to which considerable weight attaches..."*.

## INSPECTION

18. The Tribunal members inspected the whole of the site on the 30<sup>th</sup> November 2023, accompanied by Ms. Sharon Reach (Operations Manager for Royale Life) and Mr. John Clement (landlord's representative from IBB Law.)

19. Amongst other things the Tribunal viewed the front gates and entrance, the boundary hedges and fencing, the ground floor of the office building (proposed room(s) for coffee lounge) the parking areas, the 'recreation field' with access to Sturt Pond, and the communal grassed areas.

## HEARING

20. The hearing was held at Havant Justice Centre on the same day, 30<sup>th</sup> November. Mr. Clement, Ms. Reach and Clare Blacknell (Customer Care Manager) attended on behalf of the landlord Applicants, and on behalf of the leaseholder Respondents the following people were present:

Mr. Keith Metcalfe

Mr. and Mrs. Stoner

Mr. and Mrs. Baker

Mr. and Mrs. Whalley

## APPLICANT'S CASE

21. On behalf of the company it was confirmed that the current application proceeds on the basis that the RPI increase of 14.2% was the appropriate starting point for any pitch fee review. The RPI figure for October 2022 (published in November 2022) had been used for calculating the pitch fee increase for 1<sup>st</sup> January 2023.

22. Mr. Clement also submitted that the Tribunal had no jurisdiction to deal with complaints relating to matters outside the terms of the agreement made between owners and occupiers. The only services to be provided according to the terms of the 'Written Statement' were sewerage services.

23. In answer to Mr. Metcalfe's contention that there was no evidence of 'improvements' to justify an increase in pitch fees, Mr. Clement submitted that no such evidence was required because of the statutory presumption which was linked to the Retail Price Index.

24. The Applicant's case was that there had been no deterioration in condition, decrease in amenity or reduction in services (in relation to the Paragraph 18 considerations as above) as alleged by the Respondents, either since the last review date (1 January 2022) or since the date when Sections 18(1)(aa) and (ab) came into

force on 26<sup>th</sup> May 2013, and that therefore there was no justification for departing from the statutory presumption of an increase in line with the RPI.

25. On behalf of the Applicants it was not conceded that any of the residents' objections and complaints amounted to a 'weighty' enough factor to rebut the presumption.

### RESPONDENTS' CASE – OBJECTIONS TO PITCH FEE INCREASE

26. The Respondents objected to the proposed new pitch fee on a number of grounds, starting with their objection to the apparent presumption that there should automatically be an increase of any kind without evidence to justify it. Their argument was that the site had deteriorated, if anything, rather than improved. It was also argued that, if some kind of increase *was* justified, then the statutory presumption of an increase in line with the RPI was rebutted by the particular factors which they put forward.

27. The Respondents' case consisted of documentary submissions (with exhibits), a formal 'Statement' dated 16th October 2023, and oral evidence from members of the SGRA during the hearing.

28. The Tribunal was referred to the 'Information pack' issued to all purchasers of properties at Solent Grange, which clearly states that:

*'Ground rent is £200 per calendar month, reviewed on 1<sup>st</sup> January annually.*

*Ground Rent includes: -*

- ◆ *Security gates for Solent Grange and CCTV for all parks*
- ◆ *Sewage rates*
- ◆ *Park Managers, ground staff, communal maintenance, grass cutting etc.*
- ◆ *Pools and coffee lounge and tea garden facilities.'*

29. Essentially, the objections from the residents/occupiers fell under the following main headings: -

#### i) Security, CCTV, gates and fencing.

Many of the residents complained that they had been sold their pitches on the basis that Solent Grange would be a 'Secure, gated community', but that this was very far from the reality. There are to date still no gates at all at the main entrance, nor adequate fencing around the whole perimeter of the site, and occupiers were concerned that during the relevant period (January 2022 – January 1<sup>st</sup> 2023) security guards were only carrying out a limited role and CCTV monitoring was unsatisfactory.

The area of the entrance gates had often flooded badly, and the evidence was that despite some remedial works the problem had not been resolved. As to the proposed provision of new gates, the Respondents pointed out that appropriate planning permission had not been obtained despite many promises made by the management staff during the previous 4 years, and the quotation for gate installation (contained in the bundle) was dated February 2023.

It was submitted that many of the residents were vulnerable for various reasons, and that the position of the site, down an unlit country lane, made it open to burglars and/or other intruders.

#### ii) Roads and paths

The Tribunal members confirmed at the time of the inspection that some of the roads on the site were yet to be made up with a proper tarmacadam surface, and that loose gravel or hardcore was present in a number of areas. Residents stated that as a result there was noise from passing vehicles and also the surface was uneven and potentially dangerous to pedestrians and cyclists.

Residents further complained that several of the 'cul-de-sacs' had no turning areas or passing places for commercial vehicles, and this had resulted both in safety issues and in damage to gardens and property. On at least one occasion a commercial vehicle had blocked the way for a resident who needed to attend an urgent hospital appointment.

### iii) Lighting

Evidence was given that the original lamp-posts at Solent Grange had gradually been deteriorating and falling apart, leaving unlit areas and causing health and safety issues during the hours of darkness. The lighting overall had become completely inadequate over the relevant 12 months to 1<sup>st</sup> January 2023, and the whole system had been replaced with low-level lighting bollards as from March 2023.

### iv) Lack of amenities – pool, gym and coffee lounge.

As per the 'Information pack' quoted above, the Respondents had all purchased their pitches in the legitimate expectation that these amenities would be provided. They produced evidence of correspondence, regular Newsletters from the management, and Minutes of Residents' meetings (all from 2018 onwards) in which the provision of the amenities was discussed, promises were made, and dates for completion were put forward. There were occasions when maps and plans of the facilities were mentioned, when the residents were asked to come up with a 'wish list' as to what kinds of equipment should be provided, and when they were taken around the main office building and shown the rooms and areas where the 'coffee lounge' would be created.

However, to date, none of these amenities have been built. The Tribunal viewed the disused office area which is supposedly going to be converted into a coffee lounge, but no works have yet begun and there is no indoor communal area at all for residents at the present time.

### v) Lack of amenities – communal recreational space

The Respondents produced a copy of the site Licence issued by New Forest District Council (dated 4th October 2018, as amended 23 November 2021), in which it states at Item 14 under the heading: 'Communal Recreation Space': -

*(i) Suitable space equivalent to about one tenth of the total area of the site shall be allocated for recreational purposes.'*

Residents gave evidence that provision of communal outdoor space within the site had been extremely limited, and only fairly recently had a grassed area been created in the middle by re-purposing empty plots.

The Tribunal's attention was drawn to the above Site Licence: Item 7 'Maintenance of Common Areas', which states that:

*'...every part of the site to which the public have access shall be kept in a clean and tidy condition.'*

The SGRA referred to the 'Recreation Field' adjoining the site, and to the 'Lawful Development Certificate' (granted by NFDC 5<sup>th</sup> August 2019) which made it clear that that particular field was approved only for 'informal recreation' ancillary to the use of the 'Caravan Park', because of its proximity to the Solent and Southampton Water Special Protection Area (SPA) and Hurst Castle and Lymington River Estuary Site of Special Scientific Interest (SSSI), both of which are primary sites for Brent Geese and Waders.

Mrs. Baker gave evidence that until recently Royale Life had not admitted that this field belonged to Solent Grange at all.

The Respondents disputed that this 'Recreation field' had been '*kept in a clean and tidy condition*', as they said that Royale Life appear to have adopted it as an additional access route for bringing in new homes. As a result, the field is now deeply rutted, has had a hardcore surface trackway laid down along its northern boundary to assist heavy vehicle/home movements, and the whole of the remaining grassed area has been allowed to grow wild and unmanaged.

The evidence was that this area had been deteriorating during the last 2 or 3 years..

vi) Water pressure.

In March 2022 occupiers were advised that water meters were to be installed, with new piping for the purpose. The size of the pipes was to be reduced from 25mm to 15mm. As a result of the change in piping residents experienced a significant drop in water pressure, especially when more than one water outlet was in use inside each property. After a number of complaints, meetings and inspections during 2022 the pressure was tested in 3 of the properties and their original piping was reinstated. Other properties have yet to see the issue resolved and do not know whether meters will be installed eventually. Some residents are concerned about the possibility of scalding due to low cold-water pressure.

It was submitted that this represented a deterioration in provision of services during the relevant period.

vii) Parking

Residents pointed out that the site licence (Item 13) states: -

*(i) Car parking spaces shall be provided on the site for at least one private car per mobile home.*

*(ii) Visitor parking shall be provided on site, in addition to residents' parking, to a ratio of not less than one space for every five mobile homes.*

The Respondents' evidence was that, as there are now 77 occupied plots, there should be a minimum of 15 Visitor's parking spaces. There are no actual designated parking places for visitors at all: they simply have to find space on the main road or in the small area (large enough for approximately 6 cars in total) near the site office, where they are competing with management staff and other contractors. There are no Disabled parking spaces at all.

It was submitted that the situation had worsened or 'deteriorated' during the relevant period as more and more plots came into use.

viii) Flooding and drainage.

The Respondents produced photographs and other evidence to show that there were problems with floodwater and drainage on the site. It was submitted that the storm

drains were inadequate and that once the roads were properly tarmacked the problem would get worse rather than better. However, it appeared that this was an ongoing long-term issue rather than a situation which had got worse during the preceding 12 month period.

ix) Unfinished building works and development noise.

Residents complained that parts of the site were unsightly and unfinished, with some of the pitches in 'Phase 1' still empty and other areas under development, with temporary fencing, incomplete mobile homes awaiting placement, and piles of soil and building materials everywhere.

x) Pest control.

It was said that in some instances contractors had left open 'hatches' underneath the mobile homes, with rubbish left around and a potential area for vermin to gain access. Residents also referred to an infestation of moths in the hedges around the site, with caterpillars which could cause issues such as skin irritation. It was suggested that the landlords had failed to deal with these matters satisfactorily.

xi) Breaches of licence conditions

Overall the Respondents submitted that the landlords were in breach of a number of the conditions of the Licence, and they drew the Tribunal's attention to a letter from NFD Council officer Ben Stockley following his inspection of the site in April 2023. Mr Stockley had identified a number of matters requiring attention, including lighting, parking provision, communal recreation areas and drainage of surface water.

xii) Comparable evidence of pitch fee percentage increases.

The Respondents provided evidence that the pitch fees at Sandy Bay, a similar RoyaleLife site on Canvey Island, had only increased by 6% at the January 2023 review.

The pitch fees at Solent Grange had been 'frozen' between January 2020 and January 2022 because of disruption due to further development on the site, and then in January 2022 the increase had been reduced from 6% to only 3% because of objections from residents at that time.

It was submitted that there was no justification for an increase of 14.2%.

In conclusion, the Respondents stated that the current situation at Solent Grange has left residents feeling '*...unsettled, insecure, frustrated and totally disillusioned...*' by the failure of Royale Life to fulfil their promises and adhere to site license conditions.

It was said that: '*The dream of living on this park into our later years has therefore well and truly crumbled*'.

## APPLICANT'S REPLY

30. The Applicant dealt with the residents' complaints under the headings as follows:

i) Security, CCTV, gates and fencing.



Mr. Clement stated that the original gates had been removed in 2017, and that they had not been replaced because of issues with planning and with space needed for delivery of large new mobile homes.

The security staff had remained on the site throughout 2022, and had only recently left after Royale Life went into administration in the summer of 2023.

It was submitted that there had been no change or deterioration in either of these respects, or in relation to general security on the site, during the relevant period.

#### ii) Roads and paths.

On behalf of the Applicant landlords it was accepted that some of the roads were in an unfinished condition, but this was because the site was still being developed (it being a 3 'phase' project) and it was impractical to complete the tarmac surfaces whilst heavy lorries were still making deliveries. Once again, it was submitted that there had been no 'deterioration' in the roads and pathways during the relevant period.

The trenches along some of the roads (which were filled with large stones) had only been dug in early 2023 in order to install the new lighting system.

#### iii) Lighting

On behalf of the landlords Mr. Clement conceded that there had been difficulties with the 'street lighting' on the site during 2022, as many of the old lamps (which dated back to 2018 and which he said were 'not fit for purpose') had failed or broken.

#### iv) Lack of amenities – pool, gym and coffee lounge.

It was argued that the Respondents had to show that there had been a *reduction* in amenities, and there could not be a reduction in something that had never existed.

Mr. Clement submitted that there was nothing in the original agreement between the parties which obliged them to provide such facilities. He suggested that although the Respondents had claimed that they were given assurances by the Applicant about the installation of facilities prior to the purchasing of their mobile homes, and that they had been promised a café lounge, swimming pool and gym in the future, '*...little substantive evidence has been provided in support of these allegations.*'

Additionally, Mr. Clement referred to the Respondents' document from the Information pack, with the heading "Ground Rent" which they said was provided to them when they purchased homes on the site. On behalf of the Applicants it was claimed that: '*...the customers which had this provided had private communications and the matter was dealt with on an individual basis as the information is incorrect. It is no longer included in any communications to new customers.*' (Applicant's Response' dated 9<sup>th</sup> November 2023.)

During the hearing Mr. Clement further stated that the starting point for the Tribunal must be the Written Statement which represented the contractual agreement between the parties, and that any allegations of 'misrepresentation' were outside the jurisdiction of the Tribunal.

#### v) Lack of amenities – communal recreational space

The Applicants averred that the position as to the maintenance of the common areas, or the 'communal recreational space' had not changed since the residents moved onto the site, and that there had been no deterioration during the relevant pitch fee review year.

vi) Water pressure.

The Applicants claimed (in their written 'Response' dated 9<sup>th</sup> November 2023 as above) that the Respondents had failed to adduce any evidence to show the reduction or deterioration of service or amenities on the site during the year in question. It was said that the Applicant had *'no record of any complaints from the Residents in relation to the issue of the water pressure'*.

However, during the hearing, having heard evidence from several of the residents, Mr Clement accepted that there had been a reduction or deterioration in water pressure during 2022 as a result of the works connected to installation of water meters, and that this had been raised on a number of Occasions by the Respondents. Nevertheless, Mr. Clement submitted that this matter was not of sufficient weight to rebut the statutory presumption of a pitch fee increase in line with the RPI.

As for the danger of 'scalding', Ms. Reach gave evidence that there are compulsory Building Regulations hot-water systems in all of the mobile homes which prevent any risk of scalding.

vii) Parking

It was not accepted by the Applicants that there had been any deterioration in the provision of parking during the relevant period. No comment was made as to the 'minimum requirement' in the Licence of one Visitor Parking space for every 5 homes.

viii) Flooding and drainage.

On behalf of the site owner it was submitted that the level and frequency of maintenance to the soakaways had not changed during the course of the pitch fee review year in question. It was said that the Applicant had received *'no complaints'* from the Council regarding the adequacy of the drainage on the site.

Additionally, Mr. Clement argued that the Respondents had failed to adduce any evidence to support the allegation that there had been any increase in flooding on the Park during the year in question. It was said that the Applicant had *'no record of any complaints from the Residents in relation to the issue of flooding'* and that as the Respondents had failed to raise this as an issue in previous years, they could not now seek to raise it without clear evidence that the position had deteriorated.

As to the photographs produced by the Respondents, it was said that these were of no assistance because they were undated and showed no comparison with the same parts of the site in previous years to support the allegation that any deterioration had occurred.

ix) Unfinished building works and development noise.

The Applicant stated that the Respondents had been advised they were purchasing on a site that was in development, and that once completed the building-site would be non-existent. In addition, regarding the skips and fencing-off comments raised by the Respondents, the materials belonged to the contractors instructed for the development works. The covering of the various materials/objects using panels had been discussed in Residents' Meetings, but it was concluded that covers would not be possible due to sea winds.

In general it was said that the position as to the development of the site had not changed in the 12 months which are covered by the current pitch fee review application (1 January 2022 – 31 December 2022).

x) Pest control.

Mr. Clement accepted that there had been discussions between the landlord company and the residents about these issues, and stated that the problems were being dealt with. However, it was not accepted that there had been any deterioration on the site in this respect.

xi) Breaches of licence conditions

It was conceded that Royale Life management had not yet replied to Ben Stockley of NFDC in respect of the queries raised in his letter of 17<sup>th</sup> April 2023, but Mr. Clement pointed out that no Compliance Notice had been served by the Council and they seemed to be merely asking what the proposals were for resolving the various issues going forward.

xii) Comparable evidence of pitch fee percentage increases.

No observations were made on behalf of the Applicants as to the pitch fee increase at Sandy Bay, Canvey Island.

xiii) Failure to raise objections at the 2022 Pitch Fee Review.

It was averred that if the Respondents were unhappy about any of the arrangements on the site they should have raised objections at the time of the pitch fee review in January 2022; they could (and should) have disputed the increase that year. However, it was said that they '*failed to do so*' and the Applicant therefore submitted that this factor should be disregarded by the Tribunal when determining the current application.

## FINDINGS

31. Firstly, the Tribunal considered whether there should be any increase at all in the pitch fees at Solent Grange as of the Review date of 1<sup>st</sup> January 2023.

32. Although there were no qualifying 'improvements' to the site during the relevant period, it was noted that pitch fees had been held down or 'frozen' during the development of the site in 2020 and 2021, and they had only increased by 3% in January 2022. The Tribunal therefore determined that a rise of some kind in January 2023 was reasonable.

33. The case of *Vyse -v- Wyldecrest Parks (Management) Limited 2017 [UKUT] 24*, (as referred to above) makes it clear that the RPI presumption is not merely a 'cap' but is the 'starting point' for any pitch fee adjustment, and that if there are no Paragraph 18 factors that make it unreasonable, any increase or decrease in pitch fee should usually be in line with RPI.

34. At Solent Grange there were numerous issues raised by residents as set out above, describing faults and failings both with individual pitches and with the site in general, but the Tribunal did not find that most of these factors of themselves were sufficient to displace the presumption.

35. However, it was found that there *had* been a deterioration in some of the services and amenities at Solent Grange during the review period, in that (in particular): -

- i) the outdoor lighting around the site had become completely inadequate during 2022, and
- ii) the water pressure had reduced significantly.

As a result of such deterioration, the Tribunal found that it in accordance with Section 20 of the Act it would be 'unreasonable' to increase the pitch fees by as much as 14.2%.

36. Even if the deterioration in lighting and water pressure was not considered sufficient to make it 'unreasonable' for the pitch fees to increase by 14.2%, the Tribunal also considered whether other, 'weighty' factors existed which would further justify an increase of less than the RPI.

37. In the particular circumstances of the case the Tribunal found that the failures of the Applicants in managing and administering the site during the relevant period, the promises of remedies and/or improvements which were made and then broken, and the absence of important facilities, had caused the Respondents anxiety, disappointment and frustration such as to displace the presumption that, in a year when the RPI increase was unusually large, they should pay a substantial increase in pitch fees.

38. As to the argument that residents had failed to raise issues previously (in particular at the time of the last Review in January 2022) and that therefore they were precluded from doing so now, the Tribunal found that this was incorrect. For example, Mr. Clement asserted that the Applicant company had: '*no record of any complaints...*' in respect of either the water pressure reduction or the issues with flooding and surface water, but the Respondents produced ample evidence of correspondence and Minutes of Resident's meetings at which these matters were raised over and over again.

Far from failing to raise objections in the past, the Respondents showed that they had disputed the pitch fee increase in January 2022 on a number of grounds. Some of them only commenced paying the new rate in April 2022, after the percentage increase was dropped from 6% to 3%.

39. In challenging the suggestion that complaints could not be raised now by the Respondents when they had not complained previously, Mr. Metcalfe referred to 35 separate instances when the various issues had been specifically raised and minuted during meetings between residents and management. For example, questions about the gates and security had been minuted a total of 12 times, and visitor parking and recreation space 11 times.

40. In considering the appropriate increase in pitch fees, the Tribunal took particular account of the following:

- i) Security etc. The Respondents were able to exhibit documents which showed that the sales promotion material, initial Information packs to purchasers, and correspondence had all referred to Solent Grange as a '*luxurious*', '*secure*' '*gated*' community.

The Tribunal did not accept the Applicant's contention that the so-called 'Ground Rent' document which referred to for '*Security gates for Solent Park...*' etc. (included

in the Information pack) had only been sent to a few individuals by mistake and that it could not be relied upon. The evidence was that all the Respondents had received the same information and they had relied upon it.

The Tribunal found that, on the evidence from the purchasers of pitches at Solent Grange, they had a legitimate expectation that they were buying into a 'secure, gated community', when in fact it was nothing of the kind. The evidence also confirmed that there were repeated queries and complaints about the absence of any gates and the poor security on the site, and repeated assurances were given by the management that these issues would be resolved but nothing changed. Although there had been no 'deterioration' in the security situation during the relevant review period and the Tribunal accepted that it had no jurisdiction to consider whether there had been any 'misrepresentation' by the Applicants, it was found that there was good cause to regard the misleading information as a weighty factor in determining the level of pitch fee increase.

ii) Lack of amenities – pool, gym and coffee lounge.

Despite Mr. Clement's contention that '*...little substantive evidence has been provided...*' in support of the Respondent's case that these facilities had been promised and assurances had been given, the Tribunal found that there was overwhelming evidence of the same.

The exhibited Newsletters, Minutes of Meetings and correspondence between the parties all showed numerous references to the 'promised' amenities, which had encouraged many of the residents to purchase pitches on the site in the first place. Although it is correct that there is no contractual obligation for the landlords to provide such facilities under the Written Statement, the landlord's representatives had repeatedly referred to their intention to create them and they had discussed details, positions and timescales thus encouraging the residents to keep up their hopes. A clear example of this is at the Residents' Meeting on 29<sup>th</sup> September 2022 (Page 207 of the PDF bundle), when management staff referred to the fact that the pool was going to be built but said that it could not be started until the next year because it had to be purchased as a 'kit' and they wanted to wait until they were sure that all the parts were '*in stock*'.

As for the total failure of the Applicants to create an indoor community space even for a coffee lounge, the Tribunal found that this was another significant factor to be taken into account: it had been repeatedly discussed and promises were made but not kept.

At the Residents' Meeting on 23.03.22 it was noted (PDF bundle Page 366) that '*We have an undertaking from RL that the pitch fees will not increase when the amenities are completed.*'

This suggests that the existing level of pitch fees already reflected the proposed facilities on the site.

More recently, in a letter dated 24.02.23 from RoyaleLife to residents Mr & Mrs Broughton (PDF bundle Page 114) it is said that:

*'The amenities including communal meeting area, coffee lounge and swimming pool which will be provided at Milford on Sea Park (sic) represent an additional benefit and this does not form part of your Written Statement.'*

This appears to indicate a clear intention to provide the amenities regardless of the terms of the Written Statement, and if they were to be an 'additional benefit' then it is

reasonable to assume that such benefits were taken into account when calculating the amount of the pitch fee.

iii) Parking provision.

The Tribunal was satisfied that the Applicants had failed to provide anything like the appropriate number of parking spaces for visitors, and that they were in breach of the terms of their Council licence in this respect. The problem has become more acute as the park has developed and numbers of residents has increased, and this is another weighty factor when considering the appropriate pitch fee and level of amenity.

iv) Floods, road surfaces, recreation space, breaches of Licence conditions and ongoing development works.

In respect of these issues, the Tribunal found that there was evidence of poor management and inadequate response to specific problems. Whilst none of these individual items might be sufficiently weighty to constitute a major factor in rebutting the statutory presumption, many of them had been causing trouble over a lengthy period. They had not particularly got worse or deteriorated during the 12 months to January 2023: they were all simply part of the picture of a site which did not live up to expectations and which failed to comply with its licence requirements in full.

iv) Comparable evidence of pitch fee percentage increases.

As noted above, there was unchallenged evidence from the Respondents that a similar RoyaleLife site at Sandy Bay, Canvey Island, had agreed a 6% pitch fee increase in January 2023. In the circumstances of this case the Tribunal found that there was persuasive evidence to rebut the presumption of an increase in line with the RPI, and an increase of 6% was found to be more appropriate.

DECISION:

Accordingly, it is determined that the increase in pitch fees for the Respondents' properties in the year commencing 1<sup>st</sup> January 2023 shall be limited to 6%, effective from that date.

Thus where the existing pitch fee for Mr. Metcalfe at 50 Solent Grange was £257.50 per calendar month, the new pitch fee is determined at £272.95. Other pitch fees are determined as per the attached Schedule.

## RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28 day time limit, the person 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.

4. 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.

<b>Property: Solent Park</b>		<b>CHI/24UJ/PHI/2023/0242-0284</b>						
<u>Flat No.</u>	<u>Name</u>	<u>Date of Notice</u>	<u>Current Increase</u>	<u>Proposed Amount (pm)</u>	<u>Fee Determined</u>	<u>Date of increase</u>	<u>Review Date</u>	<u>Appl received</u>
1 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr R & Mrs C Vass	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
10 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr J & Mrs H Henderson	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
11 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mrs S Hunt	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
12 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mrs J Gillard	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
14 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr Spiers	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
15 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr A & Mrs G Goulding	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
16 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mrs Abigail Johns-Causser	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
17 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr S & Mrs C Bennett	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
18 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr P & Mrs M Whalley	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
19 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr P Marr & Ms J Mackie	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
20 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr M & Mrs H Baker	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
22 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr & Mrs A Clark	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
24 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr D 7 Mrs B Batterbee	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
25 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Miss S Shakerley	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023

26 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr M & Mrs L Rogers	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
27 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr Mervyn George & Mrs Joan Irene Houg	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
30 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr & Mrs S Moore	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
31 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr K Roll & Miss B Davison	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
33 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr & Mrs McDonald	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
34 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr G & MRs L Stoner	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
35 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr L & Mrs R Reid	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
36 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr N & Mrs L Dridge	28/11/2022	£200	£228.40	£212.00	01/01/2023	01/01/2023	31/03/2023
37 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr g & Mrs L Eade	28/11/2022	£210.33	£240.20	£222.95	01/01/2023	01/01/2023	31/03/2023
38 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Miss Lisa Binney	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
39 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr P Allwood	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
40 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mrs C Sheppard	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
42 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Ms D Dawson	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
43 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr A & Mrs L Young	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
44 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr & Mrs O'Carroll	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
45 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr & Ms Welbury	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
46 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mrs R Grant	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
47 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr A & Mrs L Jones	28/11/2022	£206	£235.25	£218.36	01/01/2023	01/01/2023	31/03/2023
48 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mrs Gimmler	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
50 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr K Metcalf	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
53 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr G & Mrs A Broughton	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
54 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr C Bird	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
55 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr R & Mrs S Czaja	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
56 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr E & Mrs J Brown	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
58 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr M & Mrs Harris	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
62 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr S & Mrs H Hughes	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
63 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr P & Mrs D Taylor	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
73 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Stuart & Elaine Graham	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023
77 Solent Grange, Solent Park, Milford on Sea, Hampshire SO41 0UQ	Mr D & Mrs J Folan	28/11/2022	£257.50	£294.07	£272.95	01/01/2023	01/01/2023	31/03/2023