FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/45UC/PHC/2023/0004 CHI/45UC/PHC/2023/0005
Property	**:**	The Marigolds Park, Shripney Road, Bognor Regis, West Sussex, PO22 9PB (1) Beechfield Park, Hook Lane, Aldingbourne, West Sussex, PO20 3XX (2)
Applicant	**:**	See list of Applicants in respect of each Park attached.
Representative	**:**	Ms Penny Gee (1) Ms Caroline March (2)
Respondent	**:**	Best Holdings (UK) Ltd (1) The Beaches Management Ltd (2) Marigolds Management Ltd (3) Wyldecrest Parks (Management) Ltd (4) Silver Lakes Property Investment Ltd (5) Silk Tree Properties Ltd (6) Sussex Mobile Homes Ltd (7) West Sussex Mobile Homes Ltd (8)
Representative	**:**	Mr David Sunderland
Type of Application	**:**	Application by occupier of a Park Home for a determination of any question arising under the Mobile Homes Act 1983 or agreement to which it applies- Section 4 of the Mobile Homes Act 1983
Tribunal Members	**:**	Judge J Dobson Mr D Banfield FRICS Mrs J Dalal
Date of Hearing	**:**	22nd January 2024
Date of Decision	**:**	19th February 2024

DECISION

Summary of Decision

1. **The Tribunal determines that the answers to the four questions posed by the Applicants in their application are as follows:**

   a) To whom are service charges payable by the Applicants?
   No-one, unless the position in respect of any individual Applicant is an exception to the rules identified below.

   b) Are the Applicants entitled to see invoices for works carried out on the Park and, if so, to whom should the be addressed?
   For part one, Yes for the reason the Respondents accept that. Although given that no service charges are payable (unless there is any exception), arguably the answer ought to be No because the invoices are none of the Applicants' concerns. For part two, ideally to the site owner or at least its agent but if not, that is not of itself fatal- see question c) and the fact that it is a matter solely for the relevant Respondents, in the absence of any liability of the Applicants to pay.

   c) If invoices are not addressed to the correct party should they make payment for them?
   The answer is rendered irrelevant by the answer to question a) (unless there is any exception) because no service charges are payable by the Applicants. In the event that service charges could be demanded from the Applicants, the answer would depend on whether the site owner is or is not liable for the amount.

   d) Regarding insurance of the site, are they entitled to have a copy of it and, if so, in whose name should the insurance be taken out, bearing in mind the fragmentation of site owners on pitch agreements?
   This is not a question under the 1983 Act or an agreement to which it applies and so the Tribunal does not have jurisdiction in relation to it in this application.

Introduction

2. This Decision relates to two sites on which residential park homes are situated. The sites have been the subject of other decisions of this Tribunal in the past year or so.

3. At its most basic level, the position is very simple in that there is no contractual entitlement to charge service charges.

4. The ownership structure is less than ideal and has given rise to complications and to confusion and mistrust on behalf of the Applicants. In addition, on the case presented, the Respondents do not understand the structure and its effect, or at least have not accepted the effect. The

situation envisaged by the Mobile Homes Act 1983 ("the 1983 Act") does not coincide with the ownership structure which exists on these sites.

Background

5. The 73 Applicants are the occupiers of pitches on park home sites, the pitch numbers and the sites being set out at the end of this Decision. The first site dealt with in the documents provided is Beechfield Park, Hook Lane, Aldingbourne, West Sussex, PO20 3XX ("Beechfield"), although referred as (2) above. The second site dealt with is The Marigolds Park, Shripney Road, Bognor Regis, West Sussex, PO22 9PB ("Marigolds"), albeit referred to as (1) above. Each is also referred where the context makes it clear which site is being referred to as "the Park" and they are, where appropriate, referred to collectively as "the Parks".

6. The multiple Respondents have different roles in respect of the Parks and it is useful to identify those before proceeding further. Those are as follows, taking the Respondents in turn:

Best Holdings (UK) Ltd	The freeholder of both of the Parks since 17th May 2019.
The Beaches Management Ltd	The holder of the headlease of the entirety in respect of Beechfield for a term commencing 1st January 2016 and ending 1st November 2067. Holder of the Site Licence [383- 391].
Marigolds Management Ltd	The holder of the headlease of the entirety in respect of The Marigolds for a term commencing 1st January 2016 and ending 1st November 2077. Holder of the Site Licence [493- 510].
Wyldecrest Parks (Management) Ltd	On the face of some Written Statements, a contracting party, although apparently named in error- see below. Although the first of the three original Respondents named in the application, holds no identified interest in the Parks held.
Silver Lakes Property Investment Ltd	The former freeholder of the Parks until 17th May 2019, prior to Best Holdings (UK) Ltd, and the contracting party in respect of the leases of pitches granted to the companies below (and also 2 of 3 leases of other pitches on Beechfield whose occupiers are not parties to these proceedings- the other such lease being granted by Harquil Holdings Limited, understood to be an earlier name for the same entity, on an earlier date) and also the contracting party to certain written agreements. The director of the company (and it is understood the other Respondent

	companies below in the names below and any earlier names) was one Mr Barry Weir. However, whilst this company is one of the three Respondents originally named, it holds no current identified interest in either of the Parks.
Silk Tree Properties Ltd	The leaseholder of at least pitches 1- 16, 18-25 and 27- 33 on Beechfield (so all of the pitches of which Applicants are occupiers) for a term commencing 1st December 1995 and until 1st November 2027. A Deed of Variation and Release dated 11th December 2012 [437- 454] indicates that the lease was originally granted of the whole Park and previously also included the roadways and communal parking spaces on the Park, which were released to the then freeholder by the Deed, and another [456-464] releasing specific pitches. And the leaseholder since 28th September 2007 of all but 8 pitches, of which 3 are occupied by Applicants, on The Marigolds for a term commencing 1st December 1995 and until 1st November 2037. Deeds of Variation and Release [594- 615] indicate that the lease again was originally of the whole Park and hence previously also included the roadways and communal parking spaces on the Park and also the eight other pitches, those elements being released by the Deeds. The other of the three original named Respondents.
Sussex Mobile Homes Ltd	The holder since 27th October 2006 of the lease of pitch 26 on Beechfield for a term commencing 1st September 2006 and until 31st August 2046. The holder since 28th September 2007 of the lease of 2 pitches on The Marigolds (pitches 15 and 25) for terms commencing 1st November 2004 until 31st October 2037 (pitch 15) and 1st September 2011 until 31st August 2051 (pitch 25).
West Sussex Mobile Homes Ltd	The holder since 28th September 2007 of the lease of 6 pitches on the Marigolds (pitches 2, 8, 26, 32, 49 and 57) for a term from 1st November 2004 until 31st October 2037.

7. The Respondents are referred below in this Decision by their names, for the avoidance of continued checking back to establish which one was given which number and, reluctantly, those names are set out in full, the

similarity otherwise of some initials which would be used appearing to create the prospect of confusion. The Applicants are collectively referred to as such when referring to them as a group. Where this Decision refers to the Applicants or others who occupy pitches on the Parks (or indeed equivalent occupiers generally) the term "pitch occupiers" is used

8. The representatives are said (by the Respondents, and the Applicants have not disagreed) to represent 69 of the 73 Applicants. The Tribunal understands that there are no authorities from the other 4. No separate representations have been made by those 4. There was a query earlier in the proceedings as to whether the proceedings could be pursued by the residents' associations and no final answer reached on that issue, but it is unnecessary to say more about it now.

9. The leases of the pitches ("pitch leases") granted to the last three listed Respondents (the "pitch leaseholders" as termed below) were granted by the then freeholder on dates principally from 1995 but also for individual pitches other dates identified above, most recently September 2011. The headlease for each Park was entered into only in 2016. It is therefore an intervening layer. However, it does not alter the provisions of the pitches leases already granted, save that various rights and obligations then of the freeholder are now of The Beaches Management Limited on the one hand and Marigolds Management Limited on the other for the remainder of the term of their leases.

10. Each of The Beaches Management Limited and Marigolds Management Limited have employed UK Properties Management Ltd as managing agent in respect of management of the given Park. That company has sent out at least the recent years' service charge demands to the Applicants.

The Application and history of the case

11. The Applicants made applications [9- 19 and 101- 109] ("these applications") dated 21st April 2023 for determination of four questions by the Tribunal pursuant to the 1983 Act. Those questions were as follows:

    a) to whom should service charges be paid?;
    b) are they entitled to see invoices for works carried out on the Park and, if so, to whom should those invoices be addressed?;
    c) if invoices are not addressed to the correct party should they make payment for them? and
    d) regarding insurance of the site, are they entitled to have a copy of it and, if so, in whose name should the insurance be taken out, bearing in mind the fragmentation of site owners on pitch agreements?

12. The applications also identified there being three sub- leases on each Park and the suggested holder of those, including the pitches involved. It was said in Directions that some caution was required about that and in the event, the suggested holders did not entirely accord with the titles as subsequently identified.

13. The proceedings have been somewhat involved, requiring several sets of Directions [277- 352]. Those are referred to below where relevant but are not otherwise commented on in this Decision.

14. The applications were listed for final hearing on 6th and then 7th December 2023. The hearing commenced on 6th December but had to be adjourned.

15. The reason for the adjournment was that the Tribunal noted that the bundle did not contain all agreements which may be relevant to the determination of the first question. Most notably, the titles to the Parks held by The Beaches Management Limited and Marigold Management Limited and the other leasehold titles- the leases were not provided. It appeared to the Tribunal that it was necessary to consider those title documents. As it turns out, the contents of those leases have proved very relevant to the first question and the matters which flow from that.

16. Whilst it was debated in the hearing whether at least some of those leases should have been provided by one or other of the Respondents in advance of the hearing, in the event the outcome was that the Tribunal obtained one such lease and directed the Applicants to obtain the remainder, as the party which had raised the questions which prompted the need for the documents and the more likely one to obtain them.

17. That by no means ignored the failures by Respondents. The Directions dated 12th September 2023 were very clear that the Respondents (then 1st to 6th) were required to provided evidence of ownership by freehold, lease, sublease of otherwise and any agreements between the freeholder and leaseholders of pitches relevant to an entitlement to demand service charges. Even where the 7th and 8th Respondents were not Respondents to these proceedings until later- and so cannot be criticised themselves- the 1st Respondent was the lessor of all of the relevant by succession.

18. The 1st to 6th Respondents had produced some service charge demands and Pitch Fee documents for 2023, but as the Tribunal noted in Directions following the attempted final hearing, the Tribunal did not consider those as demonstrating of themselves the entitlement to demand those sums nor to be otherwise any acceptable substitute for the leases and agreements directed. The Applicant assert, and the Tribunal accepts, that an email was sent to the then Respondents about the leases and sub- leases but eliciting a response from Mr Sunderland of "nil return". That was presumably intended to indicate that he did not possess such documents and that the then Respondents more generally had informed him that they did not, but was unhelpfully unclear. The Respondents' purported compliance with the Directions by Mr Sunderland's email of 29th September 2023 identified two titles- that of Best Holdings (UK) Limited and The Beaches Managements Limited in respect of Beechfield and said that confirmation could be obtained from HM Land Registry. The equivalent email was sent in relation to The Marigolds. That patently did not amount to actual compliance with the Directions.

19. Mr Sunderland said at the time that the Respondents did not hold such documents. The Tribunal takes it those were the instructions which Mr Sunderland was given but the Tribunal finds them implausible. The Respondents would be unusual companies if they did not hold, themselves or through lawyers leases they had entered into or acquired. Whilst the Tribunal accepts that it said at the time that there may be partial merit in the Respondents' position- that was to say merit for some Respondents- on reflection, the Tribunal considers that every lease which has subsequently been considered fell into at least one of the categories of documents required to be provided and which was capable of being provided. If the 1st to 6th Respondents had complied, the adjournment of the listed final hearing date is very likely to have been avoidable.

20. Subsequent Directions have included a requirement for the Applicant to produce a revised bundle of documents relied on by the parties in relation to the issues for determination. The Applicant produced a PDF bundle amounting to 917 pages in advance of the final hearing.

21. For the avoidance of doubt, the bundle also contained no other agreements between any of the Respondents and any other Respondent. That appeared logical to the Tribunal, given that the Applicants identified in their application that in a previous Tribunal decision in case reference CHI/45UC/PHR/2021/0002/0003/0004/0005/0006 (see further below) it was determined that there was no agreement between any relevant entity and The Beaches Management Limited or Marigolds Management Limited and given that no Respondent had challenged that assertion as incorrect. The bundle did contain the agreement between The Beaches Management Limited or Marigolds Management Limited and the 6th to 8th Respondents (plus some other companies apparently involved with other sites) and UK Parks Management Limited covering the Parks and various other sites, redacted as permitted in previous Directions (which had required the full agreements to be provided to the Tribunal, which requirement was complied with).

22. The bundle contains some samples of written agreements applicable to some of the pitches, as discussed below. The bundle did not contain written agreements in respect of any pitches other than those discussed below. The Tribunal has therefore addressed the position in respect of the pitches for which agreements have been seen and the wider principles determined. The Tribunal cannot apply the two possible scenarios about parties to the written agreement to each individual pitch. It cannot identify whether there may be any exception.

23. Having criticised the Respondents for failing to provide documents and that producing an adjournment, there is also some criticism of the Applicants for not providing each written agreement. The Respondents statement of case [364- 369] states that each written agreement has been provided to the Applicants (although it might be expected they already possessed them) and that has not been challenged. Insofar as there is valid uncertainty as to the effect of this Decision on any given pitch, that ought to have been avoided.

24. The Applicants did not respond in a similar way to that adopted by the Respondents and did give a reason for their approach. They said in their Reply [370- 373] that they did not wish to bombard the Tribunal with 73 agreements with identical wording. The Tribunal accepts the merit in principle in that sentiment. The difficulty is that the Tribunal does not know the contracting parties to each agreement and in particular the party granting the licence to occupy to the pitch occupier, hence the potential uncertainty alluded to above and explained below. The different tone of approach by the Applicants does not prevent an unhelpful effect.

25. Whilst the Tribunal makes it clear that it has read the bundle, the Tribunal does not quite refer to all of the documents in this Decision, it being unnecessary to do so, particularly the items of correspondence and other documents following the last of the leases in the bundle. It should not be mistakenly assumed that the Tribunal has ignored any documents or pages of documents not referred to or left them out of account. Where the Tribunal does refer to specific pages from the bundle, the Tribunal does so by numbers in square brackets [ ], with reference to PDF bundle page-numbering.

26. This Decision seeks to focus solely on the key issues. The omission to therefore refer to or make findings about every matter stated is not a tacit acknowledgement of the accuracy or truth of statements made or documents received. Various matters mentioned in the bundle or at the hearing do not require any finding to be made for the purpose of deciding the relevant issues in the applications.

The hearing

27. The hearing was conducted at Havant Justice Centre in person.

28. The Applicants were represented by Ms Gee and Ms March. With no disrespect intended to either of them, the Tribunal refers below to submissions and comments by the Applicant's representatives collectively, given that whilst in some instances both spoke on a particular point, there is no distinction between the cases presented by the pitch occupiers of one Park as compared to the next. The Applicants' representatives were accompanied by Ms Cox and by Mr and Mrs Ferber.

29. The Respondent was represented by Mr Sunderland, who had prepared Skeleton Arguments, an original one for the 6th December 2023 hearing and then a Supplemental one apparently for this hearing, although dated 12th December 2023. He was alone. Whilst the Respondents relied on witness statements from Mr Alfie Best and Mr Christopher Ball, neither of them had chosen to attend the hearing.

30. The Tribunal made clear in the hearing – and quite intentionally addresses the matter again in this Decision- that where a party relies on evidence from a witness, unless the other parties and the Tribunal have explicitly agreed that the witness need not attend the hearing, the witness shall

attend the hearing. It also merits recording, for the avoidance of doubt, that if there are matters on which a witness would be questioned and the witness is not present, unless the Tribunal considers that it can proceed and draw appropriate inferences from the absence of the witness against the case of the party whose witness it is, the very firm expectation of the party in respect of whose case the evidence was given, should be that the hearing may well be adjourned, that the Tribunal will consider issuing a witness summons and the party will pay the costs thrown away by the adjournment.

31. It is only appropriate to record that Mr Sunderland observed that no issue was raised at the previous attempted final hearing about lack of witness attendance, although it was apparent before that hearing even started that the Tribunal needed the headleases and the leases by which the headleases to The Beaches Management Limited and Marigolds Management Limited were encumbered and that was such a significant problem that other matters which would have needed to be addressed were not discussed at that hearing. He also said that he had referred in a case management application to no witnesses attending, but the Tribunal was not at that point considering the final hearing and its bundle. The element of merit in the observations stopped far short of enabling the Respondents to do anything other than ensure their witnesses attended. The effect of the lack of Respondents' witnesses attending is addressed further below.

32. It is right to also identify at this point that the Tribunal did not at the hearing, or the previous hearing, raise any issue with the lack of a full set of written agreements. Whilst the Tribunal had identified the lack of a full set in the bundle, it was only when considering matters after the hearing for the purpose of preparation of this Decision that the limits imposed on the scope of this Decision were identified.

33. The Tribunal addressed each question in sequence, although the overwhelming majority of the time was taken in addressing the first question. The Tribunal adopts the same approach in this Decision.

The relevant Law

34. The Tribunal is the principal forum for the determination of matters in relation to park homes sites, that is to say parks on which homes are occupied by persons as their only or main residence.

35. Section 1 of the 1983 Act explains the scope of the Act, providing:

> "(1) This Act applies to any agreement under which a person ("the occupier") is entitled— (a)to station a mobile home on land forming part of a protected site; and(b)to occupy the mobile home as his only or main residence.
>
> [Sub-section (2) addresses the Written Statement of terms and other matters which must be provided before making an agreement.]

36. The jurisdiction of the Tribunal in respect of questions relates to questions arising from the 1983 Act or agreements to which it applies. Section 4 of the 1983 Act provides as follows:

> **"4. Jurisdiction of a tribunal or the court**
> (1) In relation to a protected site…… a tribunal has jurisdiction-
> (a) to determine any question arising under this Act or any agreement to which it applies; and
> (b) to entertain any proceedings brought under the Act, or any such agreement, subject to subsections (2) to (6) [which add nothing for these purposes]

37. Section 5 of the 1983 Act defines the owner of the site and merits quoting as referred to below. The section states:

> ""owner", in relation to a protected site, means the person who, by virtue of an estate or interest held by him, is entitled to possession of the site or would be so entitled but for the rights of any persons to station mobile homes on land forming part of the site"

38. One of the important objectives of the 1983 Act was to standardise and regulate the terms on which mobile homes are occupied on protected sites. The Mobile Homes Act 2013 ("the 2013 Act") which came into force on 26 May 2013 strengthened the regime, for example in respect of pitch fees- the charge for occupation of the pitch and use of the Park.

39. All agreements to which the 1983 Act applies incorporate standard terms which are implied by the Statute, the main way of achieving that standardisation and regulation. In the case of protected sites in England the statutory implied terms are those in Chapter 2 of Part 1 of Schedule 1 to the 1983 Act. Insofar as any Written Statement pre-dates the 1983 Act, the terms implied by the 1983 Act became incorporated into the agreement. To the extent of subsequent amendment to the 1983 Act, amended implied terms are incorporated into the agreement.

40. Whilst Written Statements may include express terms, the implied terms take precedence over those where any conflict appears between the two. Section 2 of the 1983 Act states:

> **"Terms of agreements**
> (1) In any agreement to which this Act applies there shall be implied the [`applicable] terms set out in Part I of Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement"

41. Implied terms 21 onward include the following provisions relevant to payments, including service charges:

> **"Occupier's obligations**
> 21. The occupier shall—
> (a) pay the pitch fee to the owner;
> (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner

.....

Owner's Obligations
22. The owner shall –
.....
(b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of— (i) any new pitch fee; (ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement
.....

Owner's name and address
.....
27. (1) Where the owner makes any demand for payment by the occupier of the pitch fee, or in respect of services supplied or other charges, the demand must contain—
(a) the name and address of the owner; and
(b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.

(2) Subject to sub-paragraph (3) below, where—
(a) the occupier receives such a demand, but
(b) it does not contain the information required to be contained in it by virtue of subparagraph (1),
the amount demanded shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.

(3) The amount demanded shall not be so treated in relation to any time when, by virtue of an order of any court or tribunal, there is in force an appointment of a receiver or manager whose functions include receiving from the occupier the pitch fee, payments for services supplied or other charges."

42. There are other statutes relevant to the running of park home parks, including the Caravan Sites and Control of Development Act 1960 ("the 1960 Act") and the Caravan Sites Act 1968. That is significant in respect of site licensing, for example.

43. The former Act is also relevant as to who is regarded as the occupier of land, although as discussed below the way in which it envisages parks operating does not sit comfortably with the situation on these Parks. Section 1 reads as follows:

1) "Subject to the provisions of this Part of this Act, no occupier of land shall after the commencement of this Act cause or permit any part of the land to be used as a caravan site
2) .....
3) unless he is the holder of a site licence (that is to say, a licence under this Part of this Act authorising the use of land as a caravan site) for the time being in force as respects the land so used. And in this Part of this Act the expression "occupier" means, in relation to any land, the person who, by virtue of an estate or interest therein held by him, is entitled to possession thereof or would be so entitled but for the rights of any other person under any licence granted in respect of the land: Provided that where land amounting to not

more than four hundred square yards in area is let under a tenancy entered into with a view to the use of the land as a caravan site, the expression "occupier" means in relation to that land the person who would be entitled to possession of the land but for the rights of any person under that tenancy."

44. The reference to "occupier" in the 1960 Act has potential to cause confusion here where the Tribunal uses the term occupier in relation to individual pitches and so is not adopted in this Decision.

45. Protected sites must be licensed by the relevant local authority. Site licences include conditions which must be complied with. The specifics of that are not generally relevant in this case and the 1960 Act is only touched on in this Decision in relation to question d) below.

46. In respect of any factual matters in dispute, the Tribunal determines those on the balance of probabilities.

Caselaw

47. There were various previous decisions either included in the bundle or otherwise referred to by the parties, to one extent or another.

48. The bundle included another Decision of the Tribunal [857- 876] in case reference CHI/45UC/PHR/2021/0002/0003/0004/0005/006 (briefly mentioned above) relating to fit and proper persons in respect of the Parks and various others. In essence neither of The Beaches Management Limited and Marigolds Management Limited were determined to be fit and proper persons by Arun District Council and the Tribunal upheld the decision not to include the companies on the Council's register.

49. The bundle also included [877- 905] a Decision of the Tribunal in 2022 in case reference CHI/00HE/PHC/2022/0003, in which Mr Sunderland again appeared, on behalf of a company named Wyldecrest Parks (West) Limited. That was also an application under section 4 of the 1983 seeking the Tribunal to answer a question. The matter predominantly addressed was payment of sewerage charges and the reasonableness of those. Demands had been made in letters or with covering letters, including in one instance the name of the relevant company. In that instance the demand was determined to be valid: in the other instances the demands were not.

50. There was also contained in the bundle [906- 953]- and otherwise mentioned by the parties- was the Decision of this Tribunal, differently constituted, in October 2023 and about the Parks in case references CHI/45UC/PHI/2023/0039-0043 and CHI/45UC/PHI/2023/0045 – 0051 that late pitch fee review notices issued in respect of 2023 pitch fees were not valid for various reasons. The fact of different pitch occupiers having written agreements with different companies as referred to below was mentioned.

51. Finally, the bundle included [954- 966] and the Respondents particularly referred to, including in the Skeleton Argument, another decision of this Tribunal in case reference CHI/45UC/PHC/2014/0009, differently constituted, in March 2015, in which the Tribunal was asked to answer a question arising under the 1983 as to whether the respondents in that case were entitled to receive from the home- owners a sum in respect of the cost of maintaining sewerage services. Silk Trees Properties Limited, the 6th Respondent, owned- as termed- the pitches save for five. Of those five, one was owned by the 7th Respondent and four by the 8th Respondent. It was those three companies who were the respondents: the freehold (or if relevant the leasehold) owner of the site as a whole was not a party. The Tribunal determined that the 6th to 8th Respondents could charge service charges for the matters they sought to in addition to the pitch fees. The decision is referenced in the Welsh Tribunal decision above (and indeed the Welsh Tribunal appears to have identified the Brittaniacrest decision from the reference to it in the Tribunal decision), although the Welsh Tribunal rejected the reasoning applied in reaching its own decision.

52. The Applicants provided a decision of the Welsh Residential Property Tribunal "the Welsh Tribunal") issued on 19th January 2024 in case reference RPT/0003/05/23, albeit not in advance of the hearing. However, Mr Sunderland had appeared in that case and did not indicate any prejudice was caused to the Respondents by the decision being referred to. The Welsh Tribunal determined that 2023 service charges demanded were not payable as not in line with the terms of the written agreement and the Mobile Homes (Wales) Act 2013 (an amendment to the 1983 Act of similarity to the 2023 Act in England), in particular determining that the effect of statute is that the pitch fee covers maintenance of common areas.

53. The Welsh Tribunal found assistance from the judgment of the Upper Tribunal in Brittaniacrest re Broadfields Park, Morecombe, Lancashire [2013] UKUT 0521 (LC) in which it was said that in return for payment of the pitch fee, the pitch occupier enjoyed not only the right to occupy the pitch but also the benefit of the obligations by the site owner to maintain the common parts and the facilities and services.

54. In addition, the Welsh Tribunal relied on the judgment of the Court of Appeal in PR Hardman and Partners v Greenwood and Another [2017] EWCA Civ 52, in which Sir Terence Etherton MR set out clearly (paragraph 50) that such common parts and facilities and services are recoverable "only in the pitch fee".

55. The Tribunal adds to the above case decisions, the decision of the Upper Tribunal in *Wyldecrest Parks Management Limited v Kenyon* and others (LRX/103/2016). The Upper Tribunal identified, amongst other matters and albeit in the specific context of pitch fee increases that provisions in the 1983 Act are capable of being interpreted purposively. Whilst neither party referred to the point specifically, the decision is one of the best known in relation to the 1983 Act and the Tribunal did not consider that any submissions would assist in respect of the specific point referred to.

56. It is important to identify that decisions of the Upper Tribunal, and of course the Court of Appeal, are binding on this Tribunal where they relate to the same subject matter or legal principle. Other decisions of this Tribunal (or the Welsh Tribunal) are not binding, albeit that they may provide some guidance and merit appropriate respect and consideration. Any effect of the case decisions referred to above are discussed in the consideration of question a).

Consideration

57. The Tribunal therefore addressed each question in turn, identifying the question, discussing the cases presented and the Tribunal' consideration of the issues raised and then providing the answer.

Question a)- To whom are service charges payable by the Applicants?

58. There are two levels to the answer to this question, which the Tribunal takes in turn, starting with the higher-level answer, namely that service charges are not payable to any entity as there is no relevant obligation to pay service charges.

59. The usual structure is that the freehold owner or the owner of a lease of the whole site will enter into a written agreement with the occupier of the given pitch, granting that occupier a licence, which may be for a specific period of years or may otherwise end when any leasehold title of the licensor ends or continue indefinitely. There is consequently a direct contractual relationship between the pitch occupier and what may be termed the site owner- adopting the term used in the 1983 Act. That was the position when Silk Trees Properties Limited held leases of the whole of each Park and prior to the Deeds referred to above. The freeholder or holder of a lease of the whole site will hold the site licence as it is required to and be the (site) owner pursuant to the 1983 Act.

60. The agreement and preceding Written Statement will incorporate the terms implied by the 1983 Act and any relevant express terms and so will directly provide that the pitch fee is payable by the occupier of the pitch to the site owner and that any service charges are payable by the occupier of the pitch to the site owner to the extent those are provided for and are properly payable over and above matters required to be included in the pitch fee. To that extent, the wide usual contractual position is simple. The position in relation to payment of service charges and pitch fees within that is also simple.

61. If the site owner as defined by the 1983 Act had entered into a contract with the Applicants including the usual implied terms and that was the end of the relevant agreements and leases, the answer to question a) could be provided in this paragraph and the detailed discussion which follows below would be unnecessary. However, in this case, the position is significantly more complicated and, as Mr Craig Johnson- Operations Manager of one

or more companies within the Wyldecrest group albeit less than clear of which- put it in correspondence [51] with the Beechfield residents association, is "quite complex".

Written agreements/ contracts and lease/ titles-

62. The Tribunal starts with the various agreements, including leases, entered into, considering the contracts entered into with the pitch occupiers, that is to say the written agreements in respect of occupation of the pitches, and the titles for the Parks and pitches on them, principally leases.

63. Written agreements fall into one of two categories, the Tribunal determines. The first category comprises the written agreements entered into by a pitch occupier and the freeholder as it was at the time. The second category comprises the written agreements entered into by a pitch occupier and the pitch leaseholder which do not name the freeholder (or other superior title holder) as a party. In both categories, it is not identifiable that the agreements grant any rights to non- parties.

64. Rather inevitably, the written agreements produced were, to an extent, of different ages and are not all the same. The Applicants submitted at the December 2023 hearing that all occupiers have one of 5 forms of written statement. The Tribunal identifies the written agreements (mainly partial ones and comprising only the first page) with which it has been provided in the bundle and the contracting party other than the pitch occupier, together with the nature of the title of that party. Those are as follows:

Pages	Pitch	Contracting party (other than pitch occupier)	Legal Title	Date
27-28	4 Beech-field	Harquail Homes Ltd (now called Silk Trees Properties Ltd) (and not to be confused with Harquil Holdings Limited a former name of Silver Lakes .... Ltd)	Pitch leaseholder	30/09/2006
31-32	19 Beech-field	Best Holdings (UK) Ltd (although stated as Wyldecrest Parks (Management) Ltd)	Freeholder	05/11/2020 (see also note below)
37-	30 Beech-field	Silver Lakes Property Investment Ltd (replacing agreement with Silk Trees Properties Limited)	Freeholder	27/10/2018

237-271	46 The Marigolds	Best Holdings (UK) Ltd (although stated as Wyldecrest Parks (Management) Ltd)	Freeholder	16/07/2020
215-235	62 The Marigolds	Harquail Homes Ltd (now called Silk Trees Properties Ltd)	Pitch Leaseholder	30/09/2006

Note
In respect of 19 Beechfield, there is no document indicating with whom the written agreement was entered into prior to the 2020 agreement with the freeholder (although in error naming Wyldecrest Parks (Management)Ltd). However, the Tribunal infers from, firstly, the fact that there was a new pitch fee agreement and that all of the other such agreements seen- and any comments from the parties- indicate those were entered into because the original contracting party other than the pitch occupier held a lease and so a term which would in due course end, and, secondly, that all of the pitches at Beechfield were the subject of pitch leases according to the Land Registry titles, that the previous pitch fee agreement was with a pitch leaseholder and not the freeholder. Given the specific leases of other pitch numbers identified, the relevant pitch leaseholder will have been Silk Trees Properties Limited.

65. As Mr Sunderland identified in that hearing, the difference in the original provisions may not matter as the up- to- date terms implied by statute are implied into each agreement, irrespective of the particular form of implied terms at the time of the original agreement. Having considered the written agreements provided in the bundle, the Tribunal cannot identify that any of them, whether by way of the stated implied terms or the express terms, differ from the usual form of agreement at the given time.

66. There are, as indicated above, pitch leases of all pitches (so not any common parts, at least any longer) separate to the headlease of each Park as a whole. In the main, those are leases of large number of pitches to Silk Trees Properties Limited. In other instances in relation to each Park, it is identified above that there are separate leases of a single pitch or more than one pitch and so more than one leaseholder of pitch leases is potentially relevant.

67. In the event, the position in terms of Beechfield is simpler in terms of this application insofar as only occupiers whose pitches have Silk Trees Properties Limited as pitch leaseholder are Applicants in this case, so it is only that lease [466- 489] to which the Headlease [398- 425] is subject. The headlease refers to the pitch leases as "Occupational Leases" (clause 2.7), listing them in the Third Schedule, and makes clear that the headlease is taken subject to those. Consequently, the Tribunal did not have to grapple with the position where the registered lease of the given pitch is held by another company (whether the original contracting party or a successor) and whether those companies may have gone into liquidation or otherwise ceased. Hence, it was not necessary to address the question of to whom the benefit of those leases of individual pitches passed, whether rights passing to a superior title holder or otherwise.

68. The position in terms of The Marigolds involves consideration of the interests of three companies of pitch lessees- again referred to in clause 2.7 as Occupational Leases- to which the headlease [527-554] is subject. As set out in the table above, Silk Trees Properties Limited holds the lease [563-581] now of all but six pitches relevant to this Decision. Sussex Mobile Homes Limited holds the lease of pitches 15 [631- 656] and 25 [668- 692]. The occupiers of both of those pitches are Applicants. West Sussex Mobile Homes Limited holds the lease of pitches 2, 8, 26, 32, 49, 57 [618-620 and 628-629 insofar as extracts or evidence of title, but not the lease itself, provided]. The occupiers of pitches 2, 8, 32 and 49 are Applicants. The Tribunal infers from the other leases granted by the then freeholder which have been provided that the terms of the lease West Sussex Mobile Homes Limited to substantively reflect the other leases. It was not argued otherwise.

69. It was contended on behalf of the Respondents that the sub- leases are not relevant and that those lessees take no part in the operation of the site. The Tribunal accepts that the second point may well be correct but that does not make the other leases irrelevant. Indeed, as explained below, the Tribunal considers that they are and must be highly relevant. The legal estate granted by them cannot be ignored.

70. It is only right to record that Mr Sunderland explained that the structure is not one which Best Holdings (UK) Limited or Wyldecrest Parks (Management) Limited or other companies in the group have sought to adopt on other parks and it is not one which the Tribunal can recall encountering on others of their parks. The leases of individual pitches pre-date, the Tribunal accepts, the purchase of the Parks by Best Holdings (UK) Limited and related companies. Whilst the structure is complicated and has ample scope to give rise to confusion, that at least did not commence with the Wyldecrest group, as the Tribunal terms it by way of shorthand.

71. The Tribunal agrees that it is the leaseholder of the particular pitch as currently registered, for example Silk Trees Properties Limited, which is the relevant feature- it does not particularly matter who held the lease of the pitch(es) at the time of the agreement. Silk Trees succeeded to those leases subsequently or was granted new leases (or both). In a similar vein, the fact that the occupier at the time of the Written Statement is not necessarily the occupier now is not unusual and has no impact. In that regard, the arguments on behalf of the Respondents about successors in title are correct.

72. The head- leaseholders, The Beaches Management Limited and Marigolds Management Limited are given responsibility for maintenance, amongst other covenants entered into by the head- leaseholders (clause 4).

Effect of the written agreements and leases and the wider law-

73. The Tribunal has reviewed the provisions of section 1 of the 1960 Act and sections 1 to 5 in particular of the 1983 Act. The Tribunal considers that the statutes address matters expecting the owner of the site, the holder of the site licence and the person entitled to occupy the pitch but for the licence to the pitch occupier to all be the same entity. The Tribunal considers that those Acts did not contemplate what the Tribunal finds to be the unusual arrangement here, namely leases of pitches in addition to the freehold and/ or lease of the Parks as a whole (or necessarily that a head-lease may be inserted into the chain of title after those leases of pitches).

74. Mr Sunderland argued that the relevant party to demand service charges is the one with the right to occupy the land and that occupier requires a site licence. He indeed asserted that the party with the site licence is the occupier and that the Council accepted The Beaches Management Limited and Marigolds Management Limited as appropriate to each hold a licence.

75. The Tribunal accepts that The Beaches Management Limited and Marigolds Management Limited hold the site licences and the headlease of the respective Parks but does not accept that the party with the site licence is the occupier in relation to a given pitch in this instance. That is notwithstanding that they would be in the usual course of a single lease of the site (or no lease and so the contracting party is the freeholder) and there being a contract between the site owner and the pitch occupier. Equally, as the Tribunal observed in the December 2023 hearing, it has no knowledge of the information provided to the local Council nor its decision- making process, which in any event would not bind the Tribunal.

76. Mr Sunderland also argued, as perhaps inevitable from the assertion that The Beaches Management Limited and Marigolds Management Limited are the parties with the right to occupy the pitches (subject logically to the rights of the pitch fee occupiers under their licences), that Silk Trees Properties Limited, Sussex Mobile Homes Limited and West Sussex Mobile Homes Limited are not entitled to occupy the pitches. However, as that would ignore their rights under the pitch leases, and indeed would require ignoring the leases existing at all, the Tribunal rejects that argument. The Respondents' position generally was premised on those pitch leases not existing or having somehow ceased to have any effect.

77. The Tribunal determines that the right to occupy any given pitch, subject to the right of the pitch occupier to do so under their written agreement, lies with the pitch leaseholder until the term of their lease ends.

78. Correspondence sent by Silk Tree Properties Limited dated 2nd July 2018 [708] referred to that company being sold to "Wyldecrest Parks", so no identified actual legal entity. It says that the leasehold passed to "Wyldecrest Parks" which would take on all legal responsibilities. The Tribunal regards that as simply wrong in law. The purchase of the company does not change the identity of the company holding the lease: it changes the ownership of the company. As for whether that misunderstanding has affected the Respondents' position is unclear.

79. The fact of holding the site licence cannot give an entitlement on behalf of The Beaches Management Limited and Marigolds Management Limited (or any other party) where they have no contractual right. The Tribunal does not accept that, for example, holding a site licence automatically carries with it a right to demand service charges of occupiers of pitches, as opposed to enabling the site to be used as a park home site. It is the contractual entitlement to charges service charges which is the key.

80. Mr Sunderland sought to argue that by becoming the site owner for the purpose of licensing and the 1983 Act, The Beaches Management Limited and Marigolds Management Limited had become parties to the agreements with the pitch occupiers. The Tribunal identifies no legal basis for that. The Tribunal notes that the registered titles for the pitch leases remain with other Respondents. The Tribunal determines that the provisions of the 1983 Act do not make an entity a party to an agreement to which it is not otherwise a party.

81. For completeness, the Tribunal also mentions that Mr Sunderland also argued that service charge costs are ones for the operator and said that if the operator incurs costs, it can pass those on (apparently irrespective of anything else). However, no basis in law was given for that broad assertion being correct in the absence of contractual entitlement.

82. The question of contractual right has two aspects, the leases and the written agreements.

83. The Tribunal invited the parties, in particular the Respondents' representative, to identify where in any of the leases granted to any of the Respondents by the predecessor of Best Holdings (UK) Limited or any other relevant party there was provision for the charging of service charges. Mr Sunderland was not able to identify any such provision.

84. None of the leases granted by the then freeholder and within the bundle either grant the freeholder any entitlement to demand any service charges or impose any obligation on the lessees to pay any service charges. Nor do they attempt to require any other party to pay service charges. There is consequently no ability on the part of the freeholder to demand and be paid service charges by the head leaseholders or the pitch leaseholders. The position created is that the freeholder had obligations in relation to the parks but did not have a way of recovering the cost of fulfilling those obligations by way of service charges from those leaseholders.

85. The headlease of each Park [for Beechfield 398- 425 and for Marigolds 527- 554] is, inevitably, granted subject to the existing leases ("Occupational Leases" as termed- clause 3). The headleases contained no entitlement on the part of the freeholder to demand service charges from the head- lessees and so the head- leaseholders had no obligation imposed on them to pay any service charges to the freeholder.

86. The headleases could not grant an entitlement to the head- leaseholders (the site owners) that the freeholder did not have. The head- lessors have

no right to demand service charges from the pitch leaseholders (or anyone else) pursuant to their leases.

87. It is apparent from the Respondents having provided any relevant agreements in respective service charges, except the leases provided by the Tribunal or the Applicants, that there are no agreements entered into between the head leaseholders and the leaseholders of the leases of individual pitches. There is therefore nothing which gives the headlease holder an ability to demand and be paid service charges from the pitch leaseholders.

88. Although Mr Sunderland referred in his submissions about successors in title to entitlement of The Beaches Management Limited and Marigolds Management Limited, the head-leases were new grants to those companies. If there had been succession, it could only have been to titles in existence with the rights those titles carried. In the event, the head-leaseholders have the rights granted to them by the freeholder and subject to the rights previously granted to other parties.

89. There is no direct agreement between The Beaches Management Limited or Marigolds Management Limited and any pitch occupiers. The firm assertions of the Respondents in the statement of case signed with a statement of truth by Mr Sunderland that "all residents have agreements" with one or other of those companies is considered by the Tribunal wholly unsustainable and is unequivocally rejected.

90. There is no identifiable agreement involving either of The Beaches Management Limited or Marigolds Management Limited that service charges can be demanded from the pitch occupiers and the pitch occupiers are required to pay them or any other agreement bearing the names of any Applicant and either of the two Respondent companies. The Applicants' representatives asserted indeed that there was no evidence that either The Beaches Management Limited and Marigolds Management Limited had ever informed any pitch occupier that they had become the head-leaseholders. At least if the contents of the bundle contain any relevant communications or lack of them, that is correct.

91. The Tribunal notes that the fact that no pitch occupier on Marigolds is contracted to Marigolds Management was identified by Ms Butler of Marigolds Residents Association by email 1st November 2022 [111- 113], so well before the commencement of the application. The Applicants repeated that point in relation to both Parks in their statement of case [353- 363].

92. The Respondent relied on the terms of the pitch occupiers' agreement. Mr Sunderland is plainly correct in arguing that the Applicants are bound by the terms of the agreements that they have been issued with.

93. However, the Tribunal emphasises that the terms are binding as between the contracting parties and their successors and are not binding as against others. The agreements do not include any third- party rights (and so none to the head- lessees unless it has those as a successor).

94. Turning first to the written agreements entered into with Harquil Homes Limited and later succeeded to by Silk Trees Properties Limited, the agreements do all provide for the occupier of the pitch fee to pay to the Site Owner as defined in the written agreement. The pitch leaseholder is explicitly stated as the "Site Owner" in those written agreements. There is no room within the written agreements for service charges to be payable to anyone else.

95. There is no stated requirement in any of the written agreements for the pitch occupier to pay service charges to the leaseholder of the pitch in that capacity alone and so if the leaseholder were not the Site Owner. There is no requirement to pay any other party where it is not the Site Owner as defined in the written agreement. The Site Owner as defined in the written agreement was not at the time and is not now the site owner as defined by the 1983 Act and could not be because the pitch was not a site.

96. The service charges must be for services in relation to the site (and the pitch is not a site). Equally, the pitch leaseholders have no responsibilities for the site as a whole under their pitch leases and no entitlement to provide services to the site. They are not in the case of either Park the site owners as the 1983 provides for that. There are no identifiable services for which they can charge the pitch occupiers service charges. The Applicants' representatives submitted that Beaches Management Limited and Marigolds Management Limited is not in any instance the leaseholder of the pitches, with which the Tribunal agrees insofar as it has seen written agreements.

97. If the written agreements had suggested that in referring to the Site Owner, the intention was an entity other than the pitch leaseholder, for example the site owner as defined in the 1983 Act, the Tribunal considers it unlikely that would alter the answer. No party other than the contracting pitch leaseholder could enforce that requirement to pay to the defined Site Owner because it is given no rights on which it could. Hence if the Site Owner under the agreement were stated to be an entity other than the contracting parties- as it would have to be for the term to mean the head-leaseholders- the head- leaseholders or other non- party still could not enforce the pitch occupier's agreement to pay service charges and so the occupiers would still not have to pay.

98. Consequently, only the pitch leaseholder could charge service charges to the pitch occupiers and only then if it could incur the costs, which it cannot, for which service charges could be rendered.

99. In terms of the written agreements between pitch occupiers and the freeholder, there are two identified situations, although the effect of both is the same. The Tribunal infers that the pitch leaseholders, who appear to have been made aware of the surrender of the licences between themselves and pitch occupiers, have acquiesced in the grant of new written agreements to occupy the pitches leased by them.

100. On the one hand there is an example agreement with the former freeholder. The current freeholder, Best Holdings (UK) Limited has succeeded to that. On the other hand, there are agreements with (in reality) Best Holdings (UK) Limited directly (albeit naming Wyldecrest Park (Management) Limited in error.

101. However, on both hands, those are entered into since the grant of the headleases. At the time of the grants of the head- leases, the written agreements then applicable had been with pitch leaseholders, so the position described above had applied.

102. The replacement agreements with the freeholder post- date the headleases. The Beaches Management Limited and Marigolds Management Limited are not parties to the written agreements and there are again no rights granted to third parties. The Beaches Management Limited and Marigolds Management Limited cannot have succeeded to any rights from the freeholder in respect of this class of written agreements because the head- leasehold titles existed prior to the freeholders entering into the written agreements. At the time of entry into the headleases, the freeholders had no rights under written agreements with the pitch occupiers which could be granted to the head leaseholders (and in any event the head- leases do not purport to grant any).

103. The freeholder is defined as the Site Owner in the agreements into which it has entered, so is the entity which could be capable of charging service charges to the pitch occupiers. However, it has no obligations for which it can demand service charges. The responsibilities for matters which could incur costs which could in principle be demanded as service charges lie with the head leaseholders and indeed lay with the head leaseholders prior to the written agreements.

104. The freeholder would have been responsible but had previously contracted that to another entity (which cannot re- charge anything to the freeholder). It cannot incur the costs for which service charges could be rendered.

105. For one of the above reasons, there are no service charge sums due under any written agreement provided to the Tribunal. There is no entitlement to demand service charges. There is no ability to incur recoverable costs on which the stated contractual right of the pitch leaseholder to require the occupier to pay service charges to the Site Owner can be founded. The same applies to the freeholder. Whilst the written agreements therefore require, as against the pitch leaseholders on the one hand and as against the freeholder on the other hand, the occupiers of the pitches to pay service charges to the Site Owner as defined in the written agreements, the Tribunal determines that in the circumstances existing on the Parks, the requirement has no practical effect.

106. The statutory implied terms, and insofar as relevant the express terms, expect the actual site owner as defined in the 1983 Act being a contracting

party in the usual way. However, as established, that is not the situation in respect of any of the Applicants' agreements provided to the Tribunal.

107. The Tribunal has noted the statement in the hearing of Mr Sunderland that the director of the freeholder at the time, Mr Weir, intended to create leases of each pitch and have the pitch as a separate site. The Tribunal exercises caution as that statement would be evidence and Mr Sunderland was not a witness- and it is unclear to what extent there is direct knowledge on his part. The Tribunal has also noted the comment of the Applicants' representatives that the headleases were created because the local Council was unhappy about there being different leases for different pitches but also exercised caution about that, given that it is also unclear how direct their knowledge is. However, there is some consistency in both sides' comments with leases of individual pitches having been granted.

108. If each pitch, or the collection of pitches, held under a lease by a pitch leaseholder were itself able to be and had become a separate site, the Tribunal considers that the pitch leaseholder would be the owner of that site, the site owner of the site (as well as the Site Owner as defined in the written agreements) and able to demand service charges for the pitch or collection of pitches, which the occupier of each pitch would be contractually obliged to pay.

109. However, there is no site licence for each pitch or collection of pitches. The site is the given Park as a whole. The pitch or collection of pitches cannot be a protected site with all that flows from that. There remain two Parks, each with a site licence for the whole of it.

110. The purpose of the 1983 Act and of the implied terms is to protect occupiers of pitches on parks such as these. It is inconceivable that the 1983 Act would permit express terms which would impose an obligation on the occupier of a pitch fee pay service charges to a party which is not entitled to demand such service charges, a liability on the occupiers of the pitches which could not otherwise arise. All of that must support the conclusion that reference to payment of service charges can only mean service charges which there is the ability to demand from the occupier of the pitch.

111. Hence, no Respondent is able to demand service charges to meet any costs which they are able to incur and which are recoverable as service charges (within which the Tribunal has rejected the Respondents arguments about The Beaches Management Limited and Marigolds Management Limited being able to demand). It necessarily follows that there is no one to whom the Applicants must pay service charges.

112. Mr Sunderland sought to argue that "no-one" was not an available answer to the Applicants' question. The Tribunal disagrees.

113. The Tribunal considers that it cannot properly determine that service charges are payable by the Applicants to a Respondent (or any other party) simply in order to give a name. If the Tribunal determines in answer to the

question asked that there is no entity to which the service charges are payable, sensibly the Tribunal must be able to so determine.

114. The Tribunal also considers that whilst scope for confusion did not commence with the Wyldecrest group, those managing and employed by the group have done little discernible to reduce confusion and indeed has added to it.

115. It surely must have been obvious to check upon purchase of the freehold and the grant of the headleases what rights existed, including whether there was an entitlement to demand service charges and by whom from whom. The answer ought to have been that the was no such right on the part of anyone. In that event, no service charges should ever have been demanded from occupiers of pitches. The Tribunal takes it as read that the situation was not that the answer was obtained that no service charges could be demanded but service charges were deliberately demanded nevertheless. The alternative- and the Tribunal presumes accurate- explanation, is that there was no such check, or adequate check, carried out. That would be at best careless- and arguably where it involved demanding money from the pitch occupiers, reckless.

116. The Respondents' case as presented does not inspire confidence in matters being properly considered and a proper approach then taken. The evidence given in writing by Mr Alfie Best in witness statements each bearing statements of truth and given as a director of Best Holdings (UK) Ltd [376- 377], Wyldecrest Parks (Management) Ltd [374-375], Silk Trees Properties Limited [378- 379], Silver Lakes Property Investments Ltd [380- 381] and by Mr Christopher Ball bearing a statement of truth and given as a director of Sussex Mobile Homes Limited and West Sussex Mobile Homes Limited [the last two received after preparation of the bundle and so not paginated] that they have no contract with pitch fee occupiers flies squarely in the face of the leases granted to pitch leaseholder companies and the agreements between Applicants and the former leaseholders of those pitches, the title of which is now held by one or other of the Respondent companies. The Tribunal finds that evidence was given recklessly. Any cursory checking would have revealed the correct position.

117. The failure of Alfie Best and Christopher Ball to attend to give evidence is damaging to the credibility of what little they say in the witness statements and damaging more generally. It is liable to be interpreted as an effort to avoid being questioned- as they undoubtedly would have been- about how they could make those statements and potentially other matters. The assertion in the Supplementary Skeleton Argument that no company other than The Beaches Management Limited and Marigolds Management Limited has a contractual relationship any of the Applicants and is no other company is party to any agreements under the 1983 Act is similarly plainly wrong and the Tribunal considers could not have been made following any proper checking of the leases and agreements.

118. The confusion was amply added to by pitch occupiers being offered replacement Written Statements and licences not time- limited with what has been written as Wyldecrest Parks Management Limited. The communications indicated that the right to occupy would otherwise expire in 2027. The Tribunal accepts that licences granted pursuant to the pitch leases will end on the expiry of the leases, although 2037 or later and not 2027 for Marigolds. As identified above, Wyldecrest Parks Management Limited has no interest in the Parks at all. If it had sought intentionally to induce occupiers to enter into licences with it in return for substantial payments, various consequences and remedies would arise. However, Mr Sunderland was clear in his representations about confusion between respondent companies administratively- see further below. He explained that the intention was that the written statements were entered into by the freeholder, Best Holdings Limited. The Tribunal finds ample support for that in the contents of the correspondence sent to pitch occupiers, which states that "We have pleasure in offering you a new 1983 Mobile Homes Agreement direct from the freehold company" [846] so plainly meaning Best Holdings (UK) Limited, the email enclosing the documents also referring to the freeholder [848].

119. The Tribunal accepts that and finds that where Written Statements of Applicants refer to Wyldecrest Parks Management Limited it was always intended that they would refer to Best Holdings Limited, which has in practice granted new licences irrespective of the Written Statements not so stating on their faces. It is nevertheless easy to see why confusion would have been caused to pitch occupiers holding such agreements.

120. There is consequently ample to support a determination that "no-one" is an entirely appropriate answer and that there is no reason why the conclusion reached ought to have been that any of the Respondents or other company is entitled to be paid service charges.

121. Whilst it is unnecessary to go further, the Tribunal also sets out the lower- level answer which applies in respect of service charge demands included in the bundle, namely that even if there had been an entitlement to demand service charges, there have been no valid demands demonstrated.

122. The Tribunal records that it was accepted by Mr Sunderland that service charge demands for 2022 and2023 had failed to state the entity on behalf of which they were demanded and so were not valid for that reason. It was his case that incorrect letterhead had been used, although the Respondents advanced no witness statement giving such evidence. The Applicants would not have been obliged to pay any service charges at that time irrespective of anything else.

123. The Applicants asserted (for example in their Reply) that position had been the same from 2019- and the demands [817- 819] demonstrate that, such that the lower- level answer is the same for each year from 2019 onwards.

124. Mr Sunderland identified in his original Skeleton Argument that implied term 26 refers to the need for the address of the owner for the service of notices being provided. However, implied term 26 is concerned with pitch fees. It says nothing about service charges. More pertinently, Mr Sunderland also identified implied term 27, which is relevant and quoted under "The Law" above. That sets out what a service charge demand must contain.

125. Mr Sunderland contended that the site owner details had been stated in pitch fee demands. That is to say late pitch fee review notices and/ or prescribed forms issued in the name of The Beaches Management Limited on the one hand and Marigolds Management Limited on the other hand. It appears that only shortly prior to that did any of the Respondents consider the head- leases may have altered anything, which would be consistent with other comments of Mr Sunderland. In that regard, the Tribunal is interested to note that the earlier demands had been issued in the name of the holder of the lease of the particular pitch, for example Silk Trees Properties Limited. The Applicants' representatives also said that only twelve occupiers received such late pitch fee review notices and the next such notice was not until October 2023. If that is correct, the Respondents may not have been assisted against most of the Applicants in respect of any service charges to date in any event.

126. The Tribunal determines that in any event, stating what was said to be the correct name of the site owner in a pitch fee review notice or prescribed form is insufficient to render valid a service charge demand. The two are different and, as this Decision demonstrates, entitlement to pitch fees- assuming that to be correct- does not equate to an entitlement to demand service charges. Implied term 27 makes it abundantly clear that the specific service charge demand must include the relevant details, not some other document.

127. It also follows that whilst Mr Sunderland asserted that there had been letters to all pitch occupiers dated on or about 31st October 2023 [e.g. 852 from Marigolds Management Limited] which also referred to The Beaches Management Limited or Marigolds Management Limited, those do not help the Respondents either. The Tribunal notes in passing that those say that the agreement with the pitch occupiers is with, in the particular instance, Marigolds Management Limited but it has been identified above that is wrong about the party to the agreement. Marigolds Management Limited is, as the letter also states, the site owner but that is different.

128. The Respondents' case is also that most recent service charge demands have given names of entities to whom it is said service charges are payable. Nevertheless, that is said to be The Beaches Management Limited or Marigolds Management Limited, dependent on which of the Parks the pitch is on. That will be sufficient only if the given company has an entitlement to demand service charges from anyone.

129. Given that implied term 27 is explicit that the demand itself must contain the required information, the inclusion of information in the pitch

fee review notices or prescribed forms about the company claimed to be entitled to demand service charges, would not have made valid demands for any previous year's service charges, which would have still themselves have lacked the information (the implied term makes a different provision to that which applies in respect of service charges for flats where notification of the correct details does enable sweeping up of previous failures). If any of the Respondents or any other entity had any contractual right to demand service charges, that would have been very relevant in respect of the years lacking demands with the entity's details provided. In the event it is of little import because there was no such right.

130. The Beaches Management Limited and Marigolds Management Limited appealed the Decision of this Tribunal in respect of pitch fees made in October 2023 ("the October 2023 Decision"), the Tribunal being told that the appeal is listed for hearing in June of this year. The pitch occupiers in that case submitted the Tribunal to be correct. One of the Tribunal's other determinations was that there was a weighty reason to refuse to increase the pitch fee even if the notices were valid, on the basis that matters had been stripped out of being covered by the pitch fee and were being charged separately as service charges. As the applicants in that case had supported the Tribunal's decision, the Respondents argued in Mr Sunderland's Supplementary Skeleton Argument that the Applicants accepted that The Beaches Management Limited and Marigolds Management Limited were able to charge them service charges.

131. The Tribunal does not accept that by briefly stating as they did, the Applicants thereby accepted an entitlement on the part of The Beaches Management Limited and Marigolds Management Limited to demand service charges. Even if the Tribunal had taken the opposite view and even putting the Respondents' case at its highest, their argument could not succeed in respect of the Applicants who were not involved in those proceedings. The Tribunal is not prevented from determining a different answer to the questions posed. The Tribunal returns to the case below.

Consideration of the caselaw referred to

132. The Tribunal has noted with interest the decision of the Tribunal in 2015 ("the 2015 Decision"). That is in particular the fact that there were leases of individual pitches and therefore factually there was similarity with the facts of this application- albeit apparently without the extra layer of title provided by the more recent headleases (and accepting the possibility that Silk Trees held a lease of the site save for the individually leased pitches as it used to on the Parks). Notably, the pitch/ other leases are held by the same entities, the 6th to 8th Respondents, as those on the Parks. The situation may be unique to companies previous controlled by Mr Weir and is certainly at least rare.

133. Given that the Tribunal in that case decided that the pitch leaseholders could recover service charges for sewerage and common areas, it may seem implicit that the Tribunal considered that the pitch leaseholders were responsible for those communal matters and so for the site as a whole. In

making its decision, the Tribunal would either have needed to consider the pitch leaseholders to be the site owner pursuant to the 1983 Act or it did not consider the question of whether they were the site owner or not. Respectfully, the Tribunal considers it more likely that the answer is the latter. There is no reference in the 2015 Decision to the nature of the pitch leases or the extent of the responsibilities and how those related to maintenance of the site as a whole. The reason is most probably because the challenge is expressed to have been about entitlement to recover sums in addition to the pitch fee and without any suggestion that pitch fees could not be charged or service charges could not be charged because of the identity of the entity seeking to charge them.

134. If there had been a challenge to entitlement to charge at all, in effect the decision would have needed to have found that a number of different holders of leases of individual pitches were the site owner and so able to demand as the site owner. However, there is no hint that The Willows comprised a number of different licensed sites and that there was anything other than one site with one licence, not owned by any of the pitch leaseholders. As the 6th to 8th Respondents were not discernibly the site owner pursuant to the 1983 Act, it is difficult to see how they could have demanded pitch fees as such site owner. There are numerous references in the 2015 Decision to the site owner but neither side is indicated to have taken any point as to whether that was the 6th to 8th Respondents or not. The 2015 Decision therefore logically must reflect the fact that the Tribunal answered the questions asked of it and did not venture into matters not said to be in dispute.

135. Given that a matter which does have to be addressed with these applications was not raised in the 2015 case, the reasoning in the 2015 Decision does not take matters further in these applications. Hence, whilst on one level the 2015 Decision would suggest that The Beaches Management Limited and Marigolds Management Limited are not entitled to demand service charges because that right falls to Silk Trees Properties Limited and the other pitch leaseholders, the Tribunal declines to follow that.

136. The Tribunal also does not consider that the October 2023 Decision assists in this case. The first reason is that if indeed matters have been stripped out of pitch fees and sought to be served as service charges, that firstly does not mean that they are matters properly chargeable as service charges in any event. It may be that they were required to be included in the pitch fee and cannot be charged separately pursuant to both *Brittaniacrest* and *Hardman*, a matter which the Tribunal has not sought to consider in this case. However, even assuming that point does not arise and there were service charges demanded for matters which do not have to be covered by the pitch fee, just because items are not included in the pitch fee, does not mean that they are chargeable as service charges- there still must be an entitlement to charge service charges. If items have been stripped from the pitch fee with a view to being charged as service charges but the items cannot be charged as service charges, the particular party

seeking to charge them as service will lose out. However, that eventuality cannot make something payable which otherwise is not payable.

137. The second factor is a matter which the Tribunal ventures into with some caution. That is that the Decision in October 2023 appears to have been made on the premise that the headlease- holders, The Beaches Management Limited and Marigolds Management Limited, were entitled to payment of pitch fees. This Tribunal accepts that the October 2023 Decision spent some paragraphs discussing title and management. However, this Tribunal cannot identify why the position in terms of entitlement to demand pitch fees is substantively any different to the position in terms of service charges in relation to those two companies. Both hold a headlease which is subject to the leases of pitches and are not parties to any other relevant agreement. In particular, there is no contract between The Beaches Management Limited and Marigolds Management Limited and any pitch fee occupier which states that either company can demand pitch fees from the occupiers and likewise that the occupiers must pay pitch fees to the given company. The Tribunal notes with interest that previous pitch fee notices were apparently sent by the leaseholders of the pitches, which were in at least some instances parties to agreements under which the occupiers occupy the pitches of which the pitch leaseholder hold leases (in a similar manner to service charges in the 2015 Decision). The Tribunal does not repeat its above reasoning.

138. The above essentially falls outside of these proceedings and is only relevant in terms of whether this Tribunal ought to have taken any different approach to the questions before it. The Tribunal does not consider that the October 2023 Decision does require it to take any different approach. Therefore, the Tribunal now leaves those matters.

139. The Welsh decision apparently addresses a situation in which there are no leases of individual pitches. The Tribunal notes the conclusion that service charges could not be charged for maintenance of common areas at all in any event. However, the Tribunal is not asked in these applications to determine for what service charges may be payable but rather to whom are they payable- in the event no-one. The question of what can be included in any demand for service charges in the event of there being an entity able to make such a demand does not arise. In the event that it did in another case, no doubt the site owner would need to demonstrate that the services for which charges were sought to be made were not ones covered by the pitch fee and hence were actually able to be separately charged.

140. The 2022 Decision in CHI/00HE/PHC/2022/0003 adopts the same approach as the lower level answer in this case, namely that demands must contain the name of the relevant company to which the service charges are (if payable to anyone) payable and rejected other documents containing the relevant details as being sufficient.

141. In a similar vein, whilst the Tribunal fully accepts the effect of the judgment of the Upper Tribunal in *Brittaniacrest* and the Court of Appeal in *Hardman,* that does not alter the appropriate answer in these

applications, much as it would limit the items for which service charges could be demanded were any entity able to demand them.

142. The Tribunal turns to other points made by one or other party.

Other points and issues raised

143. The Applicants also raised an argument that neither The Beaches Management Limited or Marigolds Management Limited had been accepted as a fit and proper person and so, it was asserted, there were issues with them managing the Parks, at the very least to the extent of allowing another company to manage it for them. Hence, they could not instruct UK Properties Management Limited to take steps on their behalf. It was implicit that may prevent an ability to demand service charges.

144. The Tribunal has not found it necessary to consider that argument fully. It is not relevant in respect of service charges in light of the determinations above and the Tribunal has not been asked to, and does not, make any determination about the wider management of the Park.

145. Neither does the Tribunal consider it necessary to consider in detail whether the Applicants may be unable to deny a liability to pay service charges because of having done so in previous years. Mr Sunderland mentioned that point very briefly in oral submissions in a single sentence but did not expand on that and no Respondent had raised it in the written cases to enable the Applicants to respond to it. The Tribunal's very initial view is that there is no impact at least on charges unpaid.

146. In a similar vein, the Applicants' representatives suggested orally that if the pitch fee should include, for example, the use of common areas and maintenance, the Applicants were being charged twice. The Tribunal considers it unnecessary to repeat the caselaw about the matters which fall within a pitch fee and cannot be charged separately, given that the effect is clear. The Tribunal considered that the point would go to the amount of service charges rather than the entitlement to demand charges and did not require determination here in response to the questions asked.

147. The bundle included a batch of invoices [71- 100 and 119- 192], which the Tribunal perceives were provided in order to demonstrate that invoices had been submitted in the name of various paying companies. However, insofar as the Tribunal also perceived the invoices had also been included because of amounts- the Applicants' statement of case lists invoices on which there are queries and gives the amounts- any power of the Tribunal to determine any matter related to that falls outside of these proceedings. The Tribunal would not have addressed the question of the specific service charges demanded even if there had been an entitlement on the part of any Respondent to demand such charges.

148. Finally in respect of this question, the Applicants asked that any payments which had been made and which had not been due be ordered to be refunded to those who had made the payments, including all payments

from 2019, 2020 and 2021 (in addition to the 2022 and 2023 demands more immediately relevant). It was said that some residents had continued to pay notwithstanding the queries raised by the residents' associations. However, that is not a question in respect of the 1983 Act or an agreement made pursuant to it but rather an accounting matter. The Tribunal has not therefore considered whether or not any Applicant who had made such payments (and certainly not any resident not a party to these applications) would have any entitlement to be refunded service charges previously paid.

Question a) - Answer

149. The short answer is therefore that there is no party to which service charges are payable, unless or until the leaseholder of the particular pitch occupied by the given Applicant charges becomes a site owner and then demands any service charges for anything for which they are properly able to charge.

150. The service charges up to and including 2023 are also not payable in any event because the service charge demands fail themselves to include the details of the party entitled to demand the service charges.

151. The answer in respect of those pitches other than the specific ones for which the Tribunal is in receipt of written agreements will be the same unless there is any written agreement with neither the pitch leaseholder or by the freeholder and instead with. Although whether that is because the pitch leaseholder is the Site Owner as defined or the freeholder is cannot be stated here. In the event that the given Applicant and the relevant ones of the Respondents cannot agree whether the given pitch is an exceptional one in respect of which service charges are payable, an application will need to be made within these proceedings for a supplemental decision to be made.

152. The Tribunal also observes that this Decision is only binding in relation to the Applicants in these proceedings. Nevertheless, unless any other pitch occupier were to have a written agreement direct with The Beaches Management Limited or Marigolds Management Limited, so that in either instance the particular Respondent is likely to meet the description of Site Owner under such agreement in relation to the given Park, it follows that the outcome of any proceedings issued by any other pitch occupier would be the same. For completeness, the Tribunal declines to suggest that the decision should apply to any other site.

Question b)- Are the Applicants entitled to see invoices for works carried out on the Park and, if so, to whom should the be addressed?

153. The Applicants considered that they ought to be able to see the invoices. The Respondents' answer to this question as indicated in both hearings is in the affirmative, Mr Sunderland referring to the provisions of implied term 22 which makes it clear that the "owner" must provide (free of charge) documentary evidence where requested by the pitch occupier.

There was something of an issue raised in the first attempt at the final hearing with regard to whether requests had to be made by the individual Applicants, but the Tribunal sees no merit on dwelling on that.

154. However, that is premised on the Applicants being liable for service charges to meet the costs incurred. The Tribunal agrees- and indicated in the hearing agreement, that the Applicants would be entitled to see invoices.

155. Given that there is no entitlement to charge the Applicants service charges, the bases on which the Applicants would be entitled to the invoices are not relevant. As the costs are simply ones which concern the relevant Respondent, they are in effect private business costs of theirs and not ones about which they are obliged to provide information to the Applicants. If service charges were payable, the Applicants' expectation would be correct, and the Respondent's answer the proper one. There is arguably an overlap between the second part of this question and the third question.

156. "Should" is a little imprecise. However, the Tribunal considers that best practice must be for the relevant paying party to seek an invoice in its name. Likewise for the contractor to issue an invoice in that name. An invoice in the name of the agent who has instructed the work to be undertaken for its principal and which identifies the principal's property in question would do just as well. Invoices being provided in other names and being paid without the correct details being shown seems to the Tribunal to be less than best practice. However, that does not necessarily prevent them being payable, as explained in answer to question c) below.

Question b- Answer

157. The Applicants are not entitled to see invoices for works for which they are not obliged to pay. Invoices nevertheless "should" as a matter of best practice be addressed to the correct payee.

Question c)- If invoices are not addressed to the correct party should they make payment for them?

158. The short answer to this question is that as the Applicants are not liable for service charges for the reasons explained above, it is of no consequence to them to whom any invoices are addressed. In contrast, as to whether any given invoice ought to be paid by a given Respondent is a matter of interest only between such ones as may be relevant of the Respondents. The Tribunal, however, also addresses the position in the event that the Applicants were liable to pay service charges and so the answer to the question were relevant to them.

159. The Applicants effectively queried whether they ought only to have to pay service charges to contribute to the cost of paying invoices where those were in the name of The Beaches Management Limited or Marigolds Management Limited, dependent upon which of the Parks is involved. The

Respondent's position was that there are a number of companies within the wider group, with UK Parks Management Limited being the agent for various of those and across various sites. It was indicated that suppliers provide service across various sites.

160. The impression formed by the Tribunal was that UK Parks Management Limited was not as clear with suppliers as ideally it ought to be and that suppliers may be aware of being instructed by UK Parks Management Limited but not necessarily the entity on whose site the work was being undertaken or to which the service was being supplied. Hence, invoices are not necessarily in the correct name.

161. In oral submissions, the Applicant's representatives said they wanted to see that The Beaches Management Limited or Marigolds Management Limited had paid the invoices. They argued that most invoices had been addressed to Wyldecrest Parks and queried whether what the Tribunal takes to be the relevant one of The Beaches Management Limited or Marigolds Management Limited- although the representatives said Silk Trees Properties Limited- had re- imbursed.

162. The Respondents' position in summary is that if the invoices relate to works to the given Park, the Applicants who occupy pitches on that Park, should make payment for them, to whomsoever they are addressed. It was argued that there was no legal basis for service charges not being payable to meet invoiced costs just because the party invoiced was incorrect. He said that payments were made from income received for the given Park. Mr Sunderland also argued in his Skeleton Argument that the answer depended on whether the "owner" had authorised the works.

163. The Tribunal agrees largely but not entirely with the Respondents' position.

164. The Tribunal agrees that an invoice containing the incorrect name of the payee does not of itself prevent the cost of meeting the invoices being costs which the relevant Respondent could, if otherwise able to, recover as service charges. If the work or service relates to the Park and hence the relevant Respondent has received the benefit of it, the incorrect name does not prevent it being appropriate to make payment. If the relevant Respondent does pay the invoice then, provided it can recover the cost as service charges, it can seek the cost from service charge payees. If a third party pays the invoice on behalf of the relevant Respondent and the relevant Respondent is liable to re-imburse the answer is the same. That is irrespective of whether that re-imbursement has taken place at the time of the service charge demand.

165. The exception is that if the relevant Respondent is not legally liable to re-imburse a third party which has made payment for some reason and so the Respondent is not or will not be out of pocket, the sum cannot be demanded as service charges. A party cannot be able to seek payment of sums which it does not itself need to pay. Given that there is no entitlement

on the part of any Respondent to demand service charges from any Applicant, there is no need to dwell on the matter.

Question c)- Answer

166. The Applicants are not liable to pay any service charges in any event, so the party to which any invoices have been addressed is irrelevant for their purposes. If they were liable, the answer would depend on whether the party entitled to demand service charges had paid the invoices or was liable to do so.

Question d)- Regarding insurance of the site, are they entitled to have a copy of it and, if so, in whose name should the insurance be taken out, bearing in mind the fragmentation of site owners on pitch agreements?

167. The implication from the Applicants' question is that they consider that they perhaps ought to be able to see a copy of "the insurance". The Applicants have not identified any specific provision entitling them to do so.

168. The Applicants have also not identified what sort of cover they have in mind. There are many eventualities against which insurance cover could be obtained. The Tribunal envisages that the Applicants had in mind public liability, in practice usually combined with occupier's liability, although where the occupier will be of the common areas and the Tribunal perceives that insurance in respect if the specific pitch occupied by a given Applicant may be different.

169. The Respondents' collective position is that the Applicants are not so entitled in respect of any insurance, beyond the details on the papers displayed on the notice board for each Park. It is common ground that there is such a display.

170. Mr Sunderland also argued that no term of the 1983 Act, or agreement, requires there to be insurance or for the Applicants to be provided with a copy of insurance documents. The question is not therefore a question under the 1983 Act or an agreement under it.

171. The Tribunal agrees that there is nothing within the 1983 Act which specifically addresses insurance and does not consider that there is anything in the agreements which deals with an entitlement to see a policy of insurance.

172. It may be that if the cost of the insurance had been charged in recoverable service charges, there would have been an entitlement to see the policy documents to identify what was being paid for, pursuant to implied term 22 discussed above. However, on the one hand there is no liability to pay service charges and so no entitlement to see details of costs incurred. On the other hand, Mr Sunderland stated- although again this amounted to evidence and not submission- that insurance was not charged

to pitch occupiers in any event. He indicated an arrangement as between companies which was less than clear to the Tribunal at the hearing but that matters not in the event. So, none of that gives an entitlement for the Applicants to receive a copy of the policy.

173. Hence the question is determined by the Tribunal in the absence of those matters not to be one which falls within its jurisdiction to answer under section 4 of the 1983 Act.

174. It is strictly unnecessary to go beyond the above and so to the limited extent that the Tribunal does so below, it does so briefly.

175. Site licences contain conditions. Those include, or at least overwhelmingly include the requirement for the policy of insurance covering the given park to be displayed. There is not a requirement which goes beyond that. Any lack of compliance with the site licence would, in the first instance, be a matter for the local authority exercising its planning functions.

176. The Tribunal records that it understands from that said by Mr Sunderland- although that again is a matter of evidence sought to be given by a representative and not a submission founded on evidence from a witness- that the policy displayed is a block policy taken out by the freeholder, perhaps and companies in the same group and covering the Parks and other parks. If so, there was no indication in the bundle of the local authority taking any issue with that. As the policy being or not being a block one is not relevant to this Decision, neither the lack of evidence or any other aspect is of consequence.

177. The Tribunal does observe that if Mr Sunderland is correct in what he said about the policy not noting the interest of The Beaches Management Limited or Marigolds Management Limited- or indeed the leaseholders of pitches- then whilst that is not a matter falling within this case, the lack of noting of those interests appears to it unsatisfactory.

178. The Tribunal does not say any more about this question given that it falls outside of the provisions of the Act and agreements.

Question d)- Answer

179. The Tribunal does not have jurisdiction in respect of this matter under the 1983 Act.

Costs and fees

180. In respect of the application fees, the Tribunal's preliminary view is that the Applicants ought to have their fees of the applications repaid by the Respondents and in particular The Beaches Management Limited and Marigolds Management Limited, as being the entities which have demanded service charges in recent times and which the Tribunal has determined are not entitled to do so.

181. It necessarily follows from the nature of the Tribunal's determination that there was merit in the Applicants' uncertainty as to what should be paid and to whom and that it was reasonable to make this application, not least where service charges have been demanded which the Tribunal has determined were not payable. Whilst those are not the only considerations which may be relevant, they are ample here to appear to merit the approach proposed below.

182. The Tribunal therefore orders The Beaches Management Limited and Marigolds Management Limited to repay the fees incurred by the Applicants in the sum of £400 by 18th March 2024, unless they or any other Respondent makes representations as to why those fees should not be paid and the Tribunal agrees with those.

183. If the Respondents wish to make any representations as to why the Tribunal should not order the fees repaid, the Respondents shall do so by 4th March 2024. The Tribunal will urgently provide its supplemental decision if at all possible, and if necessary, will extend time for any required payment in light of the date of that. If the Tribunal considers following receipt of representations that any response should be sought from the Applicants, that will be directed.

184. In respect of any costs incurred, if any party wishes to make any application that any other party pay any such costs, they shall do so by 4th March 2024. Any reply by the party by which it has been asserted costs should be paid shall respond by 18th March 2024. The Tribunal will determine any such application following receipt of the representations and will provide for the timescale for payment in the event of any payment of costs being ordered.

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 to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.ogv.uk

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.

List of Applicants

Beechfield Park

David and Janet Furbear	(1)
Danielle Fray	(2)
Sandra Rivett	(4)
Susan Fellows	(8)
R & J Ward	(9)
Judy Roberts	(11)
Mr & Mrs Green- Carter	(12)
Sandra Gunn	(15)
Dennis Acourt	(16)
George F. Bailey	(18)
Janet Cox	(19)
Mr & Mrs Brown	(20)
Glyn Mayes-Jones & Caroline March	(22)
Mr & Mrs Edwards	(23)
Linda Martin	(24)
Ms Jan Ward	(25)
Sheridan Tipler	(27)
Lorna Bilous	(30)
Wendy & Ian Porter	(32)

Marigolds Park

Mr and Mrs Cook	1
Doris Sumpter	2
James and Margaret Yeomans	3
Gordon and Janet Speed	5
Val Henking	6
John Money and Jan Clinch	7
Jayne Potter	8
Ian Sneller	9
Jeanette Adkins	10
Mr and Mrs J Langham	11
A Stevens	12
C Newman and K Munn	14
Jean Sadler	15
Clifford Kitchener	17
Pat Kennedy	18
Rose Chapman	19
Robert Russell	20
Hazel and Grant Latimer-Jones	21
B Bagnall	22
Mr and Mrs Wall	23
George Wiles	25
Marilyn Lewis	27

Wendy Ryan	28
Stephen Meevs	29
Phyllis Fear	30
David Smith	32
Gary Scott	33
Mr and Mrs Griffin	34
Gerald Ball	39
R Skinner	41
Pamela Horton	42
Sarah Pokpeau	43
L J McKee	45
Julie and Jim Butler	46
Chris Hoff	49
Graham Wood	51
Edward and Julia Taulbut	52
James Dexter	53
Karen Barnes	54
Wendy Hornsby	55
Sandie Loatts	58
Lynn Thomas Wayne Cardy	59
Anne Fleming	60
Bob and Karen Sobkowiak	61
Penny Gee	62
Mr R Fairminer	63
Mike and Ann Green	66
Martin and Sarah Norris	67