



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

**Case Reference** : **BIR/00PF/PHI/2023/0054-0098  
& 00164-184**

**Property** : **Royale Ranksborough Hall, Langham,  
Rutland, LE15 7JR**

**Applicant** : **Oakham Grange Limited  
(In Administration)**

**Applicant's  
Representative** : **IBB Law LLP**

**Respondents** : **As listed in the Schedule**

**Type of Application** : **Pitch Fee Review  
(1 January 2023/ 1 April 2023/  
1 May 2023)**

**Tribunal Members** : **Judge C Payne  
Mr RP Cammidge Dip LA (Hons)  
FRICS**

**Date of Inspection** : **13 November 2023**  
**Date of Hearing** : **15 November 2023**  
**Date of Decision** : **24 April 2024**

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**DECISION**

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The Tribunal determines that the Pitch Fee for the Properties should increase from the Review Date listed in accordance with the Notices to the amounts detailed below:

**Review Date 1 January 2023 (Notices Dated 28 November 2022)**

Mrs Banks (2 Lodge Park) £182.00  
Mr Dunne (3 Lodge Park) £182.00  
Mr Maddox and Mrs Ryan (4 Lodge Park) £186.02  
Mrs Johnson (5 Lodge Park) £182.00  
Mr and Mrs Harry (7 Lodge Park) £186.02  
Mrs Hamilton (9 Lodge Park) £186.01  
Mr and Mrs Strudwick (10 Lodge Park) £178.84  
Mr and Mrs Simpson (11 Lodge Park) £186.01  
Mr and Mrs Ritchie (15 Lodge Park) £186.02  
Mr and Mrs Carter (16 Lodge Park) £186.02  
Mr and Mrs Light (22 Lodge Park) £182.00  
Mrs Bennet (27 Lodge Park) £186.02  
Mr Miles (31 Lodge Park) 182.00  
Mr and Mrs Pedder (35 Lodge Park) £182.01  
Mr and Mrs Waller (37 Lodge Park) £186.01  
Mr and Mrs Cooper (39 Lodge Park) £186.02  
Mr Wheatley (7 Lonsborough Gardens) £205.98  
Mrs Burns (10 Lonsborough Gardens) £205.71  
Mr and Mrs Dodge (11 Lonsborough Gardens) £170.01  
Mrs Riches (23 Lonsborough Gardens) £193.97  
Mrs Day (27 Lonsborough Gardens) £182.49  
Mr Bowley (deceased) (29 Lonsborough Gardens) £205.98  
Mr and Mrs Pickering (31 Lonsborough Gardens) £186.51  
Mr Glennon (33 Lonsborough Gardens) £201.55  
Mr and Mrs Ward (35 Lonsborough Gardens) £205.98  
Mrs Thompson (3 The Park) £171.68  
Mrs Alexander (3A The Park) £171.70  
Mr and Mrs Wilkinson (5 The Park) £208.23  
Mr Hook (16 The Park) £218.64  
Mrs Samson (37 The Park) 218.64  
Mr Waters (41 The Glade) £201.55  
Mrs Keogh (42 The Park) £193.80  
Mr and Mrs Kellaheer (44 The Park) £218.64  
Mr and Mrs Gregory (45 The Park) £201.55  
Mr and Mrs Smith (48 The Park) £206.02  
Mr Haines (50 The Park) £182.72  
Mr and Mrs Lane (53 The Park) £196.20  
Mr Smith (54 The Park) £204.05  
Mr Southern (12 The Glade) £194.48  
Mr and Mrs Sharp (14 The Glade) £180.50  
Mr and Mrs Watkins (15 The Glade) £198.07  
Mr and Mrs Capp (16 The Glade) £201.55  
Mr Winterton (7 The Courtyard) £158.74

Mr Fletcher (26 Brocklehurst) – Application dismissed. Relates to a different site and included by Applicant in error.

Mrs Gower (27 The Park) – Application dismissed. No valid notice has been served.

### **Review Date 1 April 2023 (Notices Dated 24 February 2023)**

Mr and Mrs Townsend (2 Lonsborough Gardens) £193.02

Mr and Mrs Dowling (4 Lonsborough Gardens) £204.34

Mr Mobbs (15 Lonsborough Gardens) £163.83

Mr and Mrs Rastrick (17 Lonsdale Gardens) £174.90

Mr and Mrs Baker (37 Lonsborough Gardens) £185.39

Mr and Mrs Wilson (39 Lonsborough Gardens) £183.98

Mr and Mrs Moore (41 Lonsdale Gardens) £204.74

Mr and Mrs Read (45 Lonsborough Gardens) £163.83

Miss Goddard (2 The Glade) £171.12

Mr and Mrs Shilton (9 The Glade) £180.15

Mr and Mrs Adnitt (10 The Glade) £200.33

Miss Palmer (20 The Glade) £183.71

Mr Town/Kuch (23 The Park) -No Information Provided

Mrs Glennon (38 The Park) £192.63

Mr and Mrs Titcombe (39 The Park) £179.22

Mrs Walsingham (40 The Park) £181.39

Mr and Mrs Rawnsley Powis (43 Lonsborough Gardens) £202.26

Miss Gillies (22 The Glade) £181.17

Mr and Mrs Colston (1 The Glade) £179.42

Mr and Mrs Rose (8 The Glade) £181.21

### **Notice Served 1 May 2023 (Review Date 1 January 2023)**

Mr Friend (4 The Glade) £180.48.

## **Reasons for the Decision**

### **Introduction**

1. Royale Ranksborough Hall is an established mobile home site situated in the village of Langham and approximately 2 miles from the town of Oakham in Rutland. The site leads off A606 Melton Road, with the access being used for the Park Homes and adjacent holiday rental site. The site is split with the areas designated Lodge Park and The Park/The Glade to the South of the drive and Lonsborough Gardens to the South West at the end of the drive beyond the old Royale Ranksborough Hall (“the Hall”) The holiday park is situated to the north of the driveway. The site consists of approximately 120 park homes and 50 holiday rentals.
2. The Applicant company is the Park Owner and entered into administration on 17 August 2023. The Respondents are occupiers of the Properties described above. Each

Respondent has a signed a Written Statement in relation to their respective Property, which details the pitch fee and contains provisions for an annual review. The pitch fees were last reviewed on the dates set out below, when each Respondent agreed the pitch fee set out below, save where noted.

**Review Date 1 January 2023 (Last Review 1 January 2022)**

Mrs Banks (2 Lodge Park) £159.37  
Mr Dunne (3 Lodge Park) £159.37  
Mr Maddox and Mrs Ryan (4 Lodge Park) £162.89  
Mrs Johnson (5 Lodge Park) £159.37  
Mr and Mrs Harry (7 Lodge Park) £162.89  
Mrs Hamilton (9 Lodge Park) £162.88  
Mr and Mrs Strudwick (10 Lodge Park) £156.60  
Mr and Mrs Simpson (11 Lodge Park) £162.88  
Mr and Mrs Ritchie (15 Lodge Park) £162.89  
Mr and Mrs Carter (16 Lodge Park) £162.89  
Mr and Mrs Light (22 Lodge Park) £159.37  
Mrs Bennet (27 Lodge Park) £162.89  
Mr Miles (31 Lodge Park) £159.37  
Mr and Mrs Pedder (35 Lodge Park) £159.38  
Mr and Mrs Waller (37 Lodge Park) £162.88  
Mr and Mrs Cooper (39 Lodge Park) £162.89  
Mr Wheatley (7 Lonsborough Gardens) £180.37  
Mrs Burns (10 Lonsborough Gardens) £180.13  
Mr and Mrs Dodge (11 Lonsborough Gardens) £148.87  
Mrs Riches (23 Lonsborough Gardens) £169.85  
Mrs Day (27 Lonsborough Gardens) £159.80  
Mr Bowley (deceased) (29 Lonsborough Gardens) £180.37  
Mr and Mrs Pickering (31 Lonsborough Gardens) £163.32  
Mr Glennon (33 Lonsborough Gardens) £176.49  
Mr and Mrs Ward (35 Lonsborough Gardens) £ 180.37  
Mrs Thompson (3 The Park) £150.33  
Mrs Alexander (3A The Park) £150.35  
Mr and Mrs Wilkinson (5 The Park) £182.34  
Mr Hook (16 The Park) £191.45  
Mrs Samson (37 The Park) £191.45  
Mr Waters (41 The Glade) £176.49  
Mrs Keogh (42 The Park) £1169.70  
Mr and Mrs Kellaheer (44 The Park) £191.45  
Mr and Mrs Gregory (45 The Park) £176.49  
Mr and Mrs Smith (48 The Park) £180.40  
Mr Haines (50 The Park) £160.00  
Mr and Mrs Lane (53 The Park) £171.80  
Mr Smith (54 The Park) £178.68  
Mr Southern (12 The Glade) £170.00  
Mr and Mrs Sharp (14 The Glade) £158.06  
Mr and Mrs Watkins (15 The Glade) £173.44  
Mr and Mrs Capp (16 The Glade) £176.49

Mr Winterton (7 The Courtyard) £139.00

Mrs Gower (27 The Park) £144.86 – This was not agreed as Mrs Gower states that no Notice was served. She was only told that she was in arrears.

### **Review Date 1 April 2023 (Last Review 1 April 2022)**

Mr and Mrs Townsend (2 Lonsborough Gardens) £170.21  
Mr and Mrs Dowling (4 Lonsborough Gardens) £180.19  
Mr Mobbs (15 Lonsborough Gardens) £144.47  
Mr and Mrs Rastrick (17 Lonsdale Gardens) £154.23  
Mr and Mrs Baker (37 Lonsborough Gardens) £163.48  
Mr and Mrs Wilson (39 Lonsborough Gardens) £162.24  
Mr and Mrs Moore (41 Lonsdale Gardens) £180.55  
Mr and Mrs Read (45 Lonsborough Gardens) £144.47  
Miss Goddard (2 The Glade) £ 150.90  
Mr and Mrs Shilton (9 The Glade) £158.86  
Mr and Mrs Adnitt (10 The Glade) £176.60  
Miss Palmer (20 The Glade) £162.00  
Mr Town/Kuch (23 The Park) – No Information Provided  
Mrs Glennon (38 The Park) £169.87  
Mr and Mrs Titcombe (39 The Park) £158.04  
Mrs Walsingham (40 The Park) £159.96  
Mr and Mrs Rawnsley Powis (43 Lonsborough Gardens) £178.36  
Miss Gillies (22 The Glade) £159.76  
Mr and Mrs Colston (1 The Glade) £158.22  
Mr and Mrs Rose (8 The Glade) £159.80

### **Notice Served 1 May 2023 (Review Date 1 January 2023)**

Mr Friend (4 The Glade) - Current Pitch Fee unknown as this information has not been provided to the Tribunal.

3. By Notices on the dates set out below, the Applicant gave notice to each of the Respondents that they proposed to review the pitch fee from the review date of 1 January 2023, 1 April 2023 or 1 May 2023. The proposed increase related to the increase in the **RPI** Index only, namely 14.2% for reviews on 1 January 2023/1 May 2023 and 13.4% for reviews on 1 April 2023 based on the formula set out in the Regulations and as described in the notes to the prescribed form.
4. The proposed pitch fees are set out below:

### **Review Date 1 January 2023 (Notices Dated 28 November 2022) with proposed increase of 14.2%**

Mrs Banks (2 Lodge Park) £182.00  
Mr Dunne (3 Lodge Park) £182.00  
Mr Maddox and Mrs Ryan (4 Lodge Park) £186.02

Mrs Johnson (5 Lodge Park) £182.00  
Mr and Mrs Harry (7 Lodge Park) £186.02  
Mrs Hamilton (9 Lodge Park) £186.01  
Mr and Mrs Strudwick (10 Lodge Park) £178.84  
Mr and Mrs Simpson (11 Lodge Park) £186.01  
Mr and Mrs Ritchie (15 Lodge Park) £186.02  
Mr and Mrs Carter (16 Lodge Park) £186.02  
Mr and Mrs Light (22 Lodge Park) £182.00  
Mrs Bennet (27 Lodge Park) £186.02  
Mr Miles (31 Lodge Park) 182.00  
Mr and Mrs Pedder (35 Lodge Park) £182.01  
Mr and Mrs Waller (37 Lodge Park) £186.01  
Mr and Mrs Cooper (39 Lodge Park) £186.02  
Mr Wheatley (7 Lonsborough Gardens) £205.98  
Mrs Burns (10 Lonsborough Gardens) £205.71  
Mr and Mrs Dodge (11 Lonsborough Gardens) £170.01  
Mrs Riches (23 Lonsborough Gardens) £193.97  
Mrs Day (27 Lonsborough Gardens) £182.49  
Mr Bowley (deceased) (29 Lonsborough Gardens) £205.98  
Mr and Mrs Pickering (31 Lonsborough Gardens) £186.51  
Mr Glennon (33 Lonsborough Gardens) £201.55  
Mr and Mrs Ward (35 Lonsborough Gardens) £205.98  
Mrs Thompson (3 The Park) £171.68  
Mrs Alexander (3A The Park) £171.70  
Mr and Mrs Wilkinson (5 The Park) £208.23  
Mr Hook (16 The Park) £218.64  
Mrs Gower (27 The Park) £165.43  
Mrs Samson (37 The Park) 218.64  
Mr Waters (41 The Glade) £201.55  
Mrs Keogh (42 The Park) £193.80  
Mr and Mrs Kellaheer (44 The Park) £218.64  
Mr and Mrs Gregory (45 The Park) £201.55  
Mr and Mrs Smith (48 The Park) £206.02  
Mr Haines (50 The Park) £182.72  
Mr and Mrs Lane (53 The Park) £196.20  
Mr Smith (54 The Park) £204.05  
Mr Southern (12 The Glade) £194.48  
Mr and Mrs Sharp (14 The Glade) £180.50  
Mr and Mrs Watkins (15 The Glade) £198.07  
Mr and Mrs Capp (16 The Glade) £201.55  
Mr Winterton (7 The Courtyard) £158.74

Mr Fletcher (26 Brocklehurst) – Application relates to a different site.

**Review Date 1 April 2023 (Notices Dated 24 February 2023) with proposed increase of 13.4%**

Mr and Mrs Townsend (2 Lonsborough Gardens) £193.02  
Mr and Mrs Dowling (4 Lonsborough Gardens) £204.34

Mr Mobbs (15 Lonsborough Gardens) £163.83  
Mr and Mrs Rastrick (17 Lonsdale Gardens) £174.90  
Mr and Mrs Baker (37 Lonsborough Gardens) £185.39  
Mr and Mrs Wilson (39 Lonsborough Gardens) £183.98  
Mr and Mrs Moore (41 Lonsdale Gardens) £204.74  
Mr and Mrs Read (45 Lonsborough Gardens) £163.83  
Miss Goddard (2 The Glade) £171.12  
Mr and Mrs Shilton (9 The Glade) £180.15  
Mr and Mrs Adnitt (10 The Glade) £200.33  
Miss Palmer (20 The Glade) £183.71  
Mr Town/Kuch (23 The Park) -No Information Provided  
Mrs Glennon (38 The Park) £192.63  
Mr and Mrs Titcombe (39 The Park) £179.22  
Mrs Walsingham (40 The Park) £181.39  
Mr and Mrs Rawnsley Powis (43 Lonsborough Gardens) £202.26  
Miss Gillies (22 The Glade) £181.17  
Mr and Mrs Colston (1 The Glade) £179.42  
Mr and Mrs Rose (8 The Glade) £181.21

**Notice Served 1 May 2023 (Review Date 1 January 2023) with proposed increase of 14.2%**

Mr Friend (4 The Glade) £180.48.

5. The pitch fee does not include payment for water, sewerage, gas, electricity or any other utility services.
6. The Respondents did not dispute the RPI applied but do not agree to the proposed increase. The Applicants applied to the Tribunal for a determination of new level of the pitch fee in relation to the Properties.
7. Directions were issued to the parties by the Tribunal on 31 May 2023 and 11 September 2023. The Directions set out time limits for submission of bundles. On the 18 August 2023, specific directions were given to respond to the assertion that the review date for 27 The Park was incorrect, and the Applicant was ordered to provide a copy of the Written Statement under which 27 The Park is occupied.
8. The Tribunal received the Application Forms, Applicant's Reply and copies of Notices and Pitch Licenses from the Applicant. The Applicant provided a number of invoices but without direct explanation as to their relevance in submissions. Many referred to the period after the Pitch Fee Review dates and the relevance of the others was not made clear.
9. The Tribunal received a joint statement from all Respondents, save for Mr and Mrs Titcombe, Mr Friend, Mr Rastrick and Mr Kuch on 30 September 2023. Mr Friend provided submissions by letter to the Tribunal dated "26 September 1993", which was assumed to refer to 26 September 2023. Mr and Mrs Titcombe made submission to the Tribunal on 2 October 2023. Mr and Mrs Gower made supplemental submission to the Tribunal in a series of emails in August and November 2023.

10. All Respondents have paid previous pitch fee increases, save for in the case of 27 The Park where an increase was not paid intentionally.

### **The Law**

11. The relevant legislation is contained within Schedule 1 Part 1 Chapter 2 of the Mobile Homes Act 1983 (as amended) ('the 1983 Act'). Paragraph 20 (1) provides that unless it would be unreasonable having regard to paragraph 18 (1), there is a presumption that the pitch fee will increase or decrease by a percentage which is no more than the percentage change in the RPI since the last review date.
12. Paragraph 18 (1) sets out factors to which "particular regard" must be had when determining the amount of the new pitch fee.

*'18 (1) When determining the amount of the new pitch fee particular regard shall be had to-*

*(a) any sums expended by the owner since the last review date on improvements*

*(i) to (iii) ...*

*(aa)... any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (26 May 2013) (in so far as regard has not previously been had to that deterioration or decrease for the purpose of this sub paragraph);*

*(ab)... any reduction in the services that the owner supplies to the site, pitch, or mobile home, and any deterioration in the quality of those services since the date on which this paragraph came into force (26 May 2013) (in so far as regard has not previously been had for the purpose of this sub- paragraph).'*

13. The decisions in **Wyldecrest Parks Management Ltd v Kenyon and others [2017] UKUT 28 (LC)** and **Vyse v Wyldecrest Parks Management Ltd [2017] UKUT 24 (LC)** both refer to it being possible for us to take into account other factors which are "weighty factors".
14. In **Vyse v Wyldecrest Parks Management Ltd [2017] UKUT 24 (LC)** the Upper Tribunal considered the operation of the 1983 Act and the appropriate approach to be taken. It was held that:
  - (a) The starting point is that there is a presumption that a pitch fee shall not increase or decrease by more than the relevant RPI percentage unless it is unreasonable to do so.
  - (b) The presumption operates unless it is displaced by other competing matters which renders the increase unreasonable.
  - (c) Particular regard must be given to the matters at paragraph 18(1) of the schedule, but other 'weighty matters' may also displace the presumption.



15. For the RPI presumption to be displaced under the provisions of paragraph 18, the other considerations must be of considerable weight. "If it were a consideration of equal weight to RPI, then applying the presumption, the scales would tip the balance in favour of RPI" (Judge Robinson Vyse v Wyldecrest Parks Management Ltd [2017] UKUT 24 (LC)).
16. Schedule 1 Part 1 Chapter 2 of the 1983 Act sets out terms implied in all Written Statements including:

Site Owners obligations:

*Paragraph 22*  
*The owner shall-*

*(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or the mobile home;*

*(d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees which are not the responsibility of any occupier of a mobile home stationed on the protected site.*

**The Inspection**

17. The Tribunal inspected the Park on 15 November 2023. The Respondents led the Tribunal around the site starting with the driveway, then Lodge Park, then The Park/The Glade and past the Hall and on to Lonsborough Gardens during which the Tribunal's attention was drawn to the issues set out below.
18. The following parties attended the inspection and/or hearing to make representations:

For the Applicant:

Ms Sharon Reach (Site Manager)  
Mr Abdullah Suker, IBB Law

For the Respondents:

Mr Pickering (31 Lonsborough Gardens)  
Mr Glennon (33 Lonsborough Gardens)  
Mr and Mrs Gower (27 The Park)  
Mrs Samson (37 The Park)  
Mrs Keogh (42 The Park)  
Mr and Mrs Smith (48 The Park)  
Mr Haines (50 The Park)  
Mr and Mrs Capp (16 The Glade)  
Miss Palmer (20 The Glade)  
Mrs Glennon (38 The Park)

## Discussion

19. The Tribunal considered, carefully, the evidence presented by the parties together with the evidence gleaned from the inspection of Royale Ranksborough Hall.
20. During the relevant 12-month periods applicable to this review the RPI rose by 14.2% for reviews on 1 January 2023/1 May 2023 and 13.4% for reviews on 1 April 2023. These are the increases which the Applicant says should be applied to the existing pitch fees to determine the new pitch fees. It is open to the Applicant to propose a % increase, which is less than RPI, but they chose not to do so.
21. The Respondents presented a number of reasons for not paying the increase in pitch fee sought by the Applicant and, hence, as a consequence, their continued payment of the amount of pitch fees as reviewed in 2022. Those reasons did not include a challenge to the formalities associated with the pitch fee review save in the cases of 27 The Park where the validity of the notice was challenged. Assuming the statutory presumption applied, the Respondents did not challenge the percentage change and did not, individually or collectively, apply to the Tribunal to dispute the proposed pitch fee increase.
22. At this juncture, it is instructive to reiterate that paragraph 20(A1) of the Schedule provides that there is a presumption that the pitch fees shall increase or decrease by a percentage which is no more than the change in RPI since the last review date, unless it is unreasonable for this to be so having regard to paragraph 18(1). Consequently, where this statutory presumption applies, there is no correlation between an increase in the pitch fee and expenditure that may have been incurred by the site owner in carrying out maintenance and/or in the provision of services.
23. In this case, it has been established that the RPI increased by 14.2% for reviews on 1 January 2023/1 May 2023 and 13.4% for reviews on 1 April 2023 during the 12 months prior to each of those review dates and the Applicant seeks to increase the pitch fees by those percentages. In these circumstances, the question for the Tribunal is whether there is evidence that makes it unreasonable for the pitch fee to be increased in this manner and which leads, therefore, to the conclusion that the statutory presumption may be displaced.
24. As set out above, the Tribunal is required by the 1983 Act in making a determination as to 'unreasonableness' or otherwise to have particular regard to paragraph 18(1). For the present purposes, the material sub-paragraphs are 18(1)(aa) and 18(1) (ab). The content of these paragraphs is set out in paragraph 12 of this Decision. In short, these paragraphs require the Tribunal to consider whether the evidence shows that there has been any **deterioration** in the condition and **decrease** in the amenity of Royale Ranksborough Hall (sub-paragraph 18(1)(aa)) and /or any **reduction** in the services provided by the Applicant to the Royale Ranksborough Hall site and any **deterioration** in the quality of those services (sub-paragraph 18(1)(ab)) in the relevant period. Case law suggests that the Tribunal may also have regard to other weighty factors in assessing whether the statutory presumption may be displaced on the ground of 'unreasonableness'.

25. In this context 'amenity' means the quality of being agreeable or pleasant and so the Tribunal must look at any decrease in the pleasantness of Royale Ranksborough Hall or of those features of Royale Ranksborough Hall that are agreeable from an occupier's perspective.
26. Against this backdrop, the Tribunal comments on the issues raised by the Respondents and the response of the Applicant as follows.

## **Discussion**

### *Decreased Security*

27. The Respondents noted that, until 2017 the CCTV feed ran to screens in the former site office. When the office was moved to the holiday park in 2017 monitoring screens were not put in the new office and the cameras no longer appear to have operating lights visible on them.
28. The Applicant submitted that the cameras are now part of a centralised off-site feed, where recordings are stored and can be accessed if requested by the police.
29. The cameras were noted by the Tribunal during the inspections, but no evidence was provided by the Applicant or Respondents to demonstrate whether or not the cameras were working or where the camera feed might be captured and stored. Accordingly, the Tribunal was unable to determine any reduction in this service or deterioration in the quality of the service provided.
30. A barrier was in place across the driveway from 2016 to 2018, when it was removed. Prior to that, there was no barrier or other security restricting access across the driveway. The Tribunal finds that the removal of the barrier in 2018 does not amount to a deterioration in the condition, decrease in the amenity or reduction or deterioration in the quality of the service that has been provided during the relevant period.

### *Lighting*

31. The Respondents submitted that there has always been an issue with lighting on site. Since 2018, new streetlamps have been put in to replace bollard lighting. The streetlamps require regular maintenance to replace light bulbs and repair wiring. The suggestion was made that maintenance may have been required more frequently in the past year, but no particular evidence of the frequency of maintenance was provided to the Tribunal and there was no evidence of any particular reduction in the service.
32. The Applicant stated that the lighting was the same as it always had been and that there had been no change since the last review.
33. The Tribunal noted that the lighting on site was not adequate, particularly around The Park/The Glade. However, that is not the test. The Tribunal saw no evidence of any deterioration in the condition, decrease in the amenity or reduction or deterioration in the service that has provided during the relevant period in relation to the lighting of the site.

### *Drainage and Surface Water*

34. During the inspection the Tribunal noted the surface water pooling on site, with water also running down some of the roads, across some plots and pooling at the lower levels of the site in Lodge Park and The Park/The Glade where it was clear that drainage is not adequate. Drainage did not appear to be an issue in Lonsborough Gardens. It was suggested by the Respondents that removal of some trees in 2018 exacerbated the drainage problem, but there was no evidence available to support this proposition.
35. The Respondents noted that drains and gullies are not cleared, leaving the potential for the surface water to become incrementally worse.
36. The Applicant was unable to provide details of the drainage system or of how it was maintained. The Applicant accepted that work was needed and are looking at options.
37. While it was evident during the Inspection that there is an issue with the drainage system, leaving surface water pooling or running down the site, it was agreed between the parties that this has been an issue for a considerable period of time. There was no evidence that the situation had changed or deteriorated since the last pitch fee reviews in 2022. Therefore, this does not amount to a deterioration in the condition and decrease in the amenity of Royale Ranksborough Hall during the relevant period.
38. During the Inspection there was a suggestion that some foul effluent was getting into the surface water system but not evidence was provided to support this assertion by the Respondents.

### *Uneven Road Surfaces and Potholes*

39. During the inspection the Tribunal noted that the roads had been patch repaired. Submissions were made by the Respondents that the area around 50-54 The Park had previously had a gravel road surface, which now has a tarmacked base course but has yet to have a top coat applied. The area at the bottom of The Park/The Glade was noted as being damaged as well as the area near 27 The Park. It was suggested that the roads are not being maintained in accordance with the site licence, however, that is not a matter for this Tribunal's jurisdiction.
40. The Applicant submitted that the roads are maintained and repaired regularly.
41. While some parts of the road were in need of minor repair, there was no evidence of any particular deterioration since the last pitch fee reviews. Therefore, the Tribunal determines, based on the evidence before it, that there has not been any deterioration in the condition or decrease in the amenity of the roads that would give rise to a rebuttal of the statutory presumption.

### *Signage*

42. It was agreed by the parties that the signs were installed by the Applicant in 2018. There

were no signs in place prior to this and nothing has changed since. The signs have never been lit. The signs are out of date, but they have not changed since the last pitch reviews and, as such, the Tribunal determines that there has not been any deterioration in the condition or decrease in the amenity of the site as a result of the signage being out of date or unlit.

#### *Vacant Former Sales Office*

43. The Tribunal noted the unoccupied sales office in the middle of the driveway during the Inspection. It was empty but maintained in reasonable condition. The Respondents stated that it is unsightly. The Applicants stated that the office had been on site for several years and has been empty for approximately 18 months but will be used again in future.
44. As there has been no deterioration in the condition of the sales office, the fact it is empty does not result in any deterioration in the condition or decrease in the amenity of the site.

#### *Ground Maintenance*

45. During the Inspection it was noted that the park home areas and entrances to them were not maintained to the higher standard of the shared driveway. However, the evidence of the Respondents was that this had always been the case.
46. The area around the gas tanks had not been landscaped and, at the time of the inspection, was overgrown. There was some evidence of regular grass cutting taking place. The Tribunal was informed the only change to the condition of the area since the last Pitch Fee Reviews was that the grass is now being cut.
47. The Tribunal determines, based on the evidence before it, that there has not been any deterioration in the condition or decrease in the amenity as a result of any changes in grounds maintenance of the site since the last pitch fee review.

#### *Staffing Levels*

48. The Respondents stated that the staffing levels on site appeared to have reduced. They submitted that there used to be 3 full time gardeners, which decreased to 2 full time and 1 part time in January 2023. The site supervisor resigned in January 2023 and since then one of the full-time gardeners has been doing the office work. A new Site Manager, Ms Reach, has been appointed but is on site only on designated days, Monday and Wednesday 12-3pm, whereas the office used to be staffed 9-5pm Monday to Friday.
49. The Applicant confirmed that the site supervisor resigned in January 2023 and recruitment remains underway for a replacement. There have also been some changes in the grounds maintenance team, which now consists of 3 full time and 1 part time member of staff. The additional member of staff was recruited in September 2023. While Ms Reach is not physically on site in the office Monday to Friday she is available via telephone throughout the week and there is now a dedicated customer care team, which the occupiers can contact. There is a provision within the on-site maintenance team to ensure gas bottles can be changed on the same day a request is made and a 24 hour phone line for use in any emergencies.

50. On the site, newer homes are connected to a common gas system, while some on the older parts of site still require individual bottled gas. It used to be possible to request a new gas bottle and have it installed by the person in the office immediately. Now occupiers have to wait until a member of the grounds maintenance team is available. This has caused some anxiety that gas might run out to a pitch but on no occasion has any occupier been left without a gas supply to their home.
51. The Tribunal considered the changes and determined that, while staffing arrangements on site have changed, there has been no overall reduction or deterioration in the service that has been provided.

#### *Vacant Plots Maintenance*

52. During the inspection the Tribunal's attention was drawn to certain units where the occupiers had passed away or, in one case, were now resident in Australia. While these plots were not maintained to the same aesthetic level of the surrounding plots, their maintenance remains the responsibility of the owners or the estates of those owners who are deceased. And, other than being less aesthetically pleasing their condition was not such as to have any material impact on the surrounding plots.
53. There is no obligation on the Applicant to maintain these plots to a higher aesthetic standard and there was no evidence of the condition of these properties having deteriorated particularly since that last pitch fee review. As such, the Tribunal could find no deterioration in the condition or decrease in the amenity of the park as a result of the condition of these units.

#### *Derelict or Unused Buildings Near Hall*

54. There is a former site office and shop space adjacent to the Hall that have been vacant since 2017. They are vacant but their condition has not changed much in recent years. Beyond the Hall to the side of the road to Lonsborough Gardens there is a line of derelict old storage buildings. These were historically used for storing gardening equipment, but the roofs and doors were removed in or around 2018. Their condition has gradually deteriorated since.
55. The Applicant confirmed that these buildings were reviewed by their Health & Safety Officer on a regular basis and that they have been assessed as unsafe. Temporary fencing has been put up around them and quotations obtained for their removal.
56. The Tribunal noted that the Applicant accepts the condition of these buildings needs to be addressed. However, they are not located adjacent to any of the plots and are fenced off. As such, the impact on the site as a whole is nominal, the only issue being that the residents of Lonsborough Garden have a view of the fencing when driving to and from their homes. As such, the Tribunal was unable to find that the deterioration in these buildings would be sufficient to warrant a finding that they have caused an overall decrease in the condition of the park such as would rebut the statutory presumption.

#### *Electricity Sub-Meters*

57. Following issues with a power surge in or around June 2022 the electricity supply to some of the older parts of the site has been moved from individual meter units to centralised distribution boxes. This is a modernization of the system, which is not unreasonable. However, the Respondents report that there have been issues in getting access to the boxes to take readings and, where individual unit meters have been left in place, there have been instances of the individual meter reading not matching the centralised meter readings. There has been no issue with the supply of electricity throughout this time.
58. The Applicant stated that, if access to the new meter boxes is required then the Respondents just need to ask, and access will be provided for a reading to be taken. It was acknowledged that there may be some dispute regarding the level of charges. However, there was no change in the supply of electricity to the pitches concerned.
59. As there had been no interruption to the provision of electricity the Tribunal determined that there has been no reduction or deterioration in the service that has been provided during the relevant period. It is not within the jurisdiction of this Tribunal to make any finding on the amounts being charged for the electricity provision.

#### *Water Pressure*

60. The Respondents stated that the water pressure is lower at certain points in the day when there is heavy usage across the site, which became worse since some new homes were added in 2018. Severn Trent have reviewed the water pressure to the site in 2020 and concluded that the supply to the site was adequate. Some Respondents suggested they believed the pressure had been turned down by the Applicant and an email was produced from the former site manager warning water pressure might be an issue in future. However, there was no pressure readings or flow tests undertaken to show any decrease in the water pressure over the 12 months since the last pitch fee review or at all.
61. The Applicant submitted that there had been no change in the water provision.
62. As there was no evidence of any change in the water pressure or flow rate, the Tribunal determined that there has been no reduction or deterioration in the service that has been provided during the relevant period.

#### *Former Caravan Touring Area*

63. This area is outside of, but adjacent to, the protected site and owned by the Applicant. It was used to host touring caravans until 2021. Since then, it has been fenced off, used as storage and the landscaping has not been maintained. The Tribunal noted the condition of the area during the inspection and all parties accepted the condition of the area had deteriorated since the touring caravans stopped using the area. However, the Applicant submitted there had been no change since the dates of the last pitch fee reviews.
64. This land is not part of the site and only the fencing to the entrance is visible from the rest of the site. Therefore, what deterioration there is has a nominal impact on the condition or amenity of the site. The Tribunal was unable to find any evidence that the deterioration in this adjacent land would be sufficient to warrant a finding of an overall decrease in the

condition of the park such as would rebut the statutory presumption.

*Nuisance Caused by Holiday Park Guests*

65. The Respondents submitted that nuisance is caused by holiday park guests walking their dogs in their area of the site and coming into their gardens. It was suggested that holiday guests were previously told that the residential areas were out of bounds. While reference was made to complaints, no copies of those complaints or details were provided.
66. The Applicant noted that there was no evidence that this issue had changed or got any worse since the last pitch fee review. There have also been no holiday guests on site since the Applicant went into administration on 17 August 2023.
67. There being no change in the situation during the relevant period, the Tribunal determined that there has been no decrease in the condition or reduction in the amenity of the site as a result of any holiday guests entering into the residential areas.

*27 The Park (Mr & Mrs Gower)*

68. Mr and Mrs Gower's situation differed to that of other Respondents in that their plot is located adjacent to an area that has been developed to provide additional plots in the 12 months from the last rent review. There used to be 13 parking spaces adjacent to their plot. With the new development, this has reduced to 2 spaces, which means there is no longer adequate parking in this area. The Applicant agreed that this is an issue.
69. Mr and Mrs Gower reported that 2 streetlamps had been turned off during the development, which had led to injuries being caused to Mr Gower who tripped over an uncovered ditch in the dark and Mrs Gower who tripped over a raised drainage cover in the dark. This has had a significant impact on the amenity of the site around their plot. The Applicant confirmed these streetlights had been turned off and/or moved during the development work.
70. The Tribunal were provided with two different pitch agreements for this site. The Applicant's copy was dated 26 February 2000 and the Respondent's copy was dated 1 April 2000. Neither agreement suggest a review date of 1 January.
71. There was no evidence of any previous Notices having been served or reviews agreed. Mr and Mrs Gower say they were contacted and told they were in arrears and so arranged to pay off the arrears. They had not appreciated the arrears may have included any uplift as no Notice had ever been received by them.
72. The Tribunal did not have sufficient evidence to determine which of the two agreements was valid. However, a Notice to review the pitch fee on 1 January under either was found to be invalid and, as such, the application is dismissed as no valid Notice has been served. Had a valid Notice been served, the Tribunal would have expected a reduction in any increase to be applied to reflect the reduction in amenity suffered by Mr and Mrs Gower as a result of the reduction in parking provision and deterioration of the condition of the site with the removal of streetlamps and nuisance caused by the development works.



#### *4 The Glade (Mr Friend)*

73. The Tribunal were not provided with a copy of the Notice served on Mr Friend, but its service was not disputed. In written submissions to the Tribunal, Mr Friend noted that the surface water running through his property had washed away part of his garden and damaged a boundary wall. He stated he could not get the damage repaired until the surface water issue is resolved.
74. The maintenance of gardens and boundary walls between plots is the responsibility of the individual occupiers under the pitch agreements. However, it was noted that there may be a claim against the Applicant, where lack of maintenance has caused damage to an individual plot. However, that is not a matter for this Tribunal to determine.
75. In this case, the surface water has been causing an issue and damaging Mr Friend's plot for a number of years. There was no evidence that the situation had changed or got any worse since the last pitch fee review. As such, the Tribunal was unable to conclude that there has been any deterioration in the condition of the site such that would give rise to a rebuttal of the statutory presumption.

#### *39 The Park (Mrs Titcombe)*

76. Mrs Titcombe advised the Tribunal that some nearby demolition work 2-3 years ago had resulted in the base of her pitch cracking. Jacks have been replaced and redecoration carried out, but she believes there may still be some subsidence ongoing.
77. The Applicant stated that they were not aware of any ongoing issues and that the Respondent had provided no proof of any current issue with her plot.
78. Mrs Titcombe noted that since 2017 the soak away adjacent to her plot has backed up and caused a lot of flies to congregate. This is an issue every year and has not changed or become any worse since the last pitch fee review.
79. Given the lack of evidence of an ongoing issue with Plot 39s base and that the issue with the soak away has not changed for several years, the Tribunal determined that these issues do not constitute a deterioration in the condition of the site such as would give rise to a rebuttal of the statutory presumption.

#### *27 Brocklehurst (Mr Fletcher)*

80. The Applicant noted that his address related to a different site and that Mr Fletcher had been included in this application in error. The application against him was, therefore, dismissed.

### **Conclusion**

81. In circumstances where parties adopt diametrically opposite position, the Tribunal is reliant upon the quality of evidence presented to it. In this instance, the Tribunal is

restricted by the absence of evidence of the historical condition of the site or of instances of things being done that were not done previously or things that were done but to a lower standard than the norm.

82. While there are clearly some long-term issues on the site, particularly relating to surface water and lighting, the Tribunal does not find that there has been any measurable deterioration in the condition and decrease in the amenity of Royal Ranksborough Hall, or, similarly, any measurable reduction in the services provided by the Applicant or the quality of those services during the relevant period.
83. The Tribunal accepts the statutory presumption that the pitch fee should change by a percentage that is no more than the percentage change in the RPI during the period under review. The Tribunal is not persuaded that the Residents have provided sufficient compelling and weighty evidence as to rebut the presumption.
84. Consequently, the Tribunal finds that the properties that are subject to the applications should increase from the review date specified at the beginning of this decision and that the outstanding sums should be paid by the Respondents, save for in the case of 27 The Park where the Application is dismissed as the Notice is determined to be invalid and 27 Brokclehurst, which is discussed as that address is located on another site.
85. The Tribunal is unclear whether the Applicant has issued letters to any of the Respondents regarding arrears of pitch fees arising from the proposed increase. The Tribunal confirms that the Respondents are not in arrears if they have continued to pay the pitch fee due before the service of the Pitch Fee Review Notices. The difference between the current pitch fee and the reviewed pitch fee becomes payable 28 days after this decision is issued as set out in paragraph 17(4)(c) of the Schedule.

### **Costs**

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

### **Appeal**

87. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties and must state the grounds on which they intend to rely in the appeal.
88. If the party wishing to appeal does not comply within the 28-day time limit, the party shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit. The Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
89. 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.

SCHEDULE

**Review Date 1 January 2023**

Mrs Banks (2 Lodge Park)  
Mr Dunne (3 Lodge Park)  
Mr Maddox and Mrs Ryan (4 Lodge Park)  
Mrs Johnson (5 Lodge Park)  
Mr and Mrs Harry (7 Lodge Park)  
Mrs Hamilton (9 Lodge Park)  
Mr and Mrs Strudwick (10 Lodge Park)  
Mr and Mrs Simpson (11 Lodge Park)  
Mr and Mrs Ritchie (15 Lodge Park)  
Mr and Mrs Carter (16 Lodge Park)  
Mr and Mrs Light (22 Lodge Park)  
Mrs Bennet (27 Lodge Park)  
Mr Miles (31 Lodge Park)  
Mr and Mrs Pedder (35 Lodge Park)  
Mr and Mrs Waller (37 Lodge Park)  
Mr and Mrs Cooper (39 Lodge Park)  
Mr Wheatley (7 Lonsborough Gardens)  
Mrs Burns (10 Lonsborough Gardens)  
Mr and Mrs Dodge (11 Lonsborough Gardens)  
Mrs Riches (23 Lonsborough Gardens)  
Mrs Day (27 Lonsborough Gardens)  
Mr Bowley (deceased) (29 Lonsborough Gardens)  
Mr and Mrs Pickering (31 Lonsborough Gardens)  
Mr Glennon (33 Lonsborough Gardens)  
Mr and Mrs Ward (35 Lonsborough Gardens)  
Mrs Thompson (3 The Park)  
Mrs Alexander (3A The Park)  
Mr and Mrs Wilkinson (5 The Park)  
Mr Hook (16 The Park)  
Mrs Gower (27 The Park)  
Mrs Samson (37 The Park)  
Mr Waters (41 The Glade)  
Mrs Keogh (42 The Park)  
Mr and Mrs Kellaheer (44 The Park)  
Mr and Mrs Gregory (45 The Park)  
Mr and Mrs Smith (48 The Park)  
Mr Haines (50 The Park)  
Mr and Mrs Lane (53 The Park)  
Mr Smith (54 The Park)

Mr Southern (12 The Glade)  
Mr and Mrs Sharp (14 The Glade)  
Mr and Mrs Watkins (15 The Glade)  
Mr and Mrs Capp (16 The Glade)  
Mr Winterton (7 The Courtyard)  
Mr Fletcher (26 Brocklehurst)

**Review Date 1 April 2023**

Mr and Mrs Townsend (2 Lonsborough Gardens)  
Mr and Mrs Dowling (4 Lonsborough Gardens)  
Mr Mobbs (15 Lonsborough Gardens)  
Mr and Mrs Rastrick (17 Lonsdale Gardens)  
Mr and Mrs Baker (37 Lonsborough Gardens)  
Mr and Mrs Wilson (39 Lonsborough Gardens)  
Mr and Mrs Moore (41 Lonsdale Gardens)  
Mr and Mrs Read (45 Lonsborough Gardens)  
Miss Goddard (2 The Glade)  
Mr and Mrs Shilton (9 The Glade)  
Mr and Mrs Adnitt (10 The Glade)  
Miss Palmer (20 The Glade)  
Mr Town/Kuch (23 The Park)  
Mrs Glennon (38 The Park)  
Mr and Mrs Titcombe (39 The Park)  
Mrs Walsingham (40 The Park)  
Mr and Mrs Rawnsley Powis (43 Lonsborough Gardens)  
Miss Gillies (22 The Glade)  
Mr and Mrs Colston (1 The Glade)  
Mr and Mrs Rose (8 The Glade)

**Notice Served 1 May 2023 (Review Date 1 January 2023)**

Mr Friend (4 The Glade) – review date 1st May 2023 – late review, original review date missed