FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/24UP/PHI/2023/0484 & CHI/24UP/PHI/2023/0485
Property	**:**	8 Hilltop & 11 Hillside, Flowerdown Caravan Park, North Drive, Littleton, Winchester, SO22 6QG
Applicant	**:**	General Estates Company Limited
Representative	**:**	
Respondent	**:**	Mr R J Waite (8 Hilltop) Mr J Fowler (11 Hillside)
Representative	**:**	
Type of Application	**:**	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
Tribunal Members	**:**	Regional Judge Whitney Mr M J F Donaldson FRICS Ms J Dalal
Date of Hearing	**:**	30 January 2024
Date of Decision	**:**	14 March 2024

DECISION

Summary of Decision

1. **The Tribunal determines that the pitch fee for:**
    - **8 Hilltop, Flowerdown Caravan Park, North Drive, Littleton, Winchester, SO22 6QG is £176.25 per month with effect from 1st February 2023.**
    - **11 Hillside, Flowerdown Caravan Park, North Drive, Littleton, Winchester, SO22 6QG is £164.89 per month with effect from 1st February 2023**

2. **The Respondents shall reimburse the Applicant for the application fee paid, being £20.00.**

Background and procedural history

3. On 23rd April 2023, the Applicant site owner applied for a determination of a revised pitch fee payable by the Respondents with effect from 1 February 2023 in respect of both 8 Hilltop and 11 Hillside, Flowerdown Caravan Park, North Drive, Littleton, Winchester SO22 6QG.

4. In respect of each it was proposed:

    - 8 Hilltop: previous fee £158.64, new fee from 1st February 2023 £181.16 per month
    - 11 Hillside: previous fee £148.42 per month, new fee from 1st February 2023 £169.49 per month

5. Flowerdown Caravan Park ("the Park") is a protected site within the meaning of the Mobile Homes Act 1983 ("the 1983 Act"). The definition of a protected site in Part 1 of the Caravan Sites Act 1968 includes a site where a licence would be required under the Caravan Sites and Control of Development Act 1960 if the exemption of local authority sites were omitted. The licence is dated 6th February 2018 and a copy was included in the bundle B[18-28]

6. The Respondents are each entitled to station their park home on the Pitch by virtue of an agreement under the 1983 Act entered into for 8 Hilltop on 18th June 2009 A[29-56] and 11 Hillside on 12 February 2002 B[29-63], which includes the statutory implied terms referred to below.

7. A pitch Fee Review Notice with the prescribed form proposing the new pitch fee was served on each of the occupiers dated 20 December 2022 A[57-65] & B[64-72], proposing to increase the pitch fee by an amount which the Applicant says represents an adjustment in line with the Retail Prices Index ("RPI").

8. The review date in each agreement is 2nd January in each year. This was a late review said to take place on 1st February 2023. The RPI was 14.2% taking "the RPI Adjustment", as described, as the percentage increase in the RPI over 12 months for October 2022. No recoverable costs or relevant deductions were applied.

9. The Respondents did not agree to the increase.

10. The Tribunal issued Directions. The Respondents indicated they objected to the increase and further directions were issued including for provision of a bundle and listing the matter for hearing. References in A[ ] are to the bundle for 8 Hilltop and B[ ] are to the bundle for 11 Hillside. Both applications were heard together.

11. A hearing took place at Havant Justice Centre. Immediately prior to the hearing the Tribunal inspected the site.

Inspection

12. The Tribunal (consisting of Regional Judge Whitney and Mr Donaldson) inspected the site prior to the hearing. We parked in the visitors parking area at the entrance to the site. Blocks of garages were adjacent to this parking area. A one way road system went around the site. The site was obviously a long established site.

13. Walking up to the homes a number of pitches were observed to have been cleared in preparation for the installation of new homes.

14. The Tribunal walked up the roadway to the top of the site where both the homes were situated. The Tribunal met with Mr Percy director of the Applicant. He knocked on the door of each of the homes but the occupiers were not present and took no part in the inspection.

15. 8 Hilltop was a traditional single unit mobile home on a reasonably sized pitch. 11 Hillside was opposite and was a well established home on a good sized pitch.

16. Adjacent was a bungalow which had previously been occupied by an employee of the Applicant. This was large chalet style bungalow which appeared to be in good order.

17. We observed the hedge adjacent to 11 Hillside referred to in submissions. It was a large coniferous hedge which had recently been cut.

18. We noted that a number of homes were dilapidated. Mr Percy pointed out a pitch which had been cleared (4 Westfield) following the death of the owner.

19. We observed relatively new one way signage.

20. Overall it was a long established site with homes of differing ages and styles. Certain homes were dilapidated and in need of repair. The roadway itself seemed well maintained and other common areas appeared to be reasonably maintained.

The relevant Law and the Tribunal's jurisdiction

21. One of the important objectives of the 1983 Act was to standardise and regulate the terms under which mobile homes are occupied on protected sites.

22. 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.

23. The principles governing a pitch fee increase are provided for in paragraphs 16 to 20 inclusive. The procedure is provided for in paragraph 17, which also makes reference to paragraph 25A.

24. A review is annual on the review date. In respect of the procedure, paragraph 17(2) requires the Owner to serve a written notice ("the Pitch Review Notice") setting out their proposals in respect of the new pitch fee at least 28 days before the review date. Paragraph 17(2A) of the 1983 Act states that a notice under sub-paragraph (2) is of no effect unless accompanied by a document which complies with paragraph 25A. Paragraph 25A enabled regulations setting out what the document accompanying the notice must provide. The Mobile Homes (Pitch Fees) (Prescribed Forms) (England) Regulations 2013 ("The Regulations") does so, more specifically in regulation 2. A late review can also take place, provided at least 28 days notice is given.

25. The Mobile Homes Act 2013 ("the 2013 Act") which came into force on 26 May 2013 strengthened the regime. Section 11 introduced a requirement for a site owner to provide a Pitch Review Form in a prescribed form to the occupiers of mobile homes with the Pitch Review Notice.

26. In terms of a change to the pitch fee, paragraph 16 of Chapter 2 provides that the pitch fee can only be changed (a) with the agreement of the occupier of the pitch or:

> "(b) if the [appropriate judicial body], on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee."

27. Consequently, if the increase in the pitch fee is agreed to by the occupier of the pitch, that is the end of the matter. If the occupier does not agree, the pitch fee can only be changed (increased or decreased) if and to the extent that the Tribunal so determines.

28. The Tribunal is required to then determine whether any increase in pitch fee is reasonable and to determine what pitch fee, including the proposed change in pitch fees or other appropriate change, is appropriate. The original pitch fee agreed for the pitch was solely a matter between the contracting parties and that any change to the fee being considered by the Tribunal is a change from that or a subsequent level. The Tribunal does not consider the reasonableness of that agreed pitch fee or of the subsequent fee currently payable at the time of determining the level of a new fee.

29. The Tribunal is required to have regard to paragraphs 18, 19 and 20 of Part 1 of Schedule 1 of the 1983 Act when determining a new pitch fee. The implementation of those provisions was the first time that matters which could or could not be taken into account were specified.

30. Paragraph 18 provides that:

> "18(1) When determining the amount of the pitch fee particular regard shall be had to-
> (a) any sums expended by the owner since the last review date on improvements .....
> (aa) and deterioration in the condition, and any decrease in the amenity, of the site .....
> (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 (insofar as regard has not previously been had to that reduction or deterioration for the purposes of this sub- paragraph.
> ....."

31. Paragraph 20A(1) introduced a presumption that the pitch fee shall not change by a percentage which is more than any percentage increase or decrease in the RPI since the last review date, at least unless that would be unreasonable having regard to matters set out in paragraph 18(1) (so improvements and deteriorations/ reductions). The provision says the following:

> "Unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is not more than any percentage increase or decrease in the retail price index calculated by reference only to-
> (a) the latest index, and
> (b) index published for the month which was 12 months before that to which the latest index relates."

32. A detailed explanation of the application of the above provisions is to be found in a decision of the Upper Tribunal in *Sayer* [2014] UKUT 0283 (LC), in particular at paragraphs 22 and 23 in which it explained about the 1983 Act and the considerations in respect of change to the pitch fee.

33. Notably the Deputy President, Martin Rodger KC said as follows:

> "22. The effect of these provisions as a whole is that, unless a change in the pitch fee is agreed between the owner of the site and the occupier, the pitch fee will remain at the same level unless the RPT considers it reasonable for the fee to be changed. If the RPT decides that it is reasonable for the fee to be changed, then the amount of the change is in its discretion, provided that it must have "particular regard" to the factors in paragraph 18(1), and that it must not take into account of the costs referred to in paragraph 19 incurred by the owner in connection with expanding the site. It must also apply the presumption in paragraph 20(1) that there shall be an increase (or decrease) no greater than the percentage change in the RPI since the last review date unless that would be unreasonable having regard to the factors in paragraph 18(1). In practice that presumption usually means that annual RPI increases are treated as a right of the owner.
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> 23. Although annual RPI increases are usually uncontroversial, it should be noted that the effect of paragraph 20(1) is to create a limit, by reference to RPI, on the increase or decrease in the pitch fee. There is no invariable entitlement to such an increase, even where none of the factors referred to in paragraph 18(1) is present to render such an increase unreasonable. The overarching consideration is whether the RPT considers it reasonable for the pitch fee to be changed; it is that condition, specified in paragraph 16(b), which must be satisfied before any increase may be made (other than one which is agreed). It follows that if there are weighty factors not referred to in paragraph 18(1) which nonetheless cause the RPT to consider it reasonable for the pitch fee to be changed, the presumption in paragraph 20(1) that any variation will be limited by reference to the change in the RPI since the last review date may be displaced."

34. Those paragraphs therefore emphasise that there are two particular questions to be answered by the Tribunal. The first is whether any increase in the pitch fee at all is reasonable. The second is about the amount of the new pitch fee, applying the presumption stated in the 1983 Act but also other factors where appropriate (although the case pre-dated the 2013 Act changes).

35. In *Shaws Trailer Park (Harrogate) v Mr P Sherwood and Others* [2015] UKUT 0194 (LC), it was succinctly explained that:

> "A pitch fee is defined by paragraph 29 as the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for the use of the common areas of the site and their maintenance."

36. In *Britaniacrest Limited v Bamborough* [2016] UKUT 0144 (LC), the wording used by the Upper Tribunal was that:

> "The FTT is given a very strong steer that a change in RPI in the previous 12 months will make it reasonable for the pitch fee to be changed by that amount, but is provided with only limited guidance on what other factors it ought to take into account"

37. The Upper Tribunal went on in *Britaniacrest* to suggest that it could have expressed itself better in *Sayers*- and the Deputy President was again on that Tribunal, as one of two members- and then continued (albeit in the context of whether the increase could be greater):

> "31. ...The fundamental point to be noted is that an increase or decrease by reference to RPI is only a presumption; it is neither an entitlement nor a maximum, and in some cases it will only be a starting point of the determination. If there are factors which mean that a pitch fee increased only be RPI would nonetheless not be a reasonable pitch fee as contemplated by paragraph 16(b), the presumption of only an RPI increase may be rebutted.....
>
> 32. ..... If there are no such improvements the presumption remains a presumption rather than an entitlement or an inevitability."

Adding as relevant in that case:

> "If there are other factors- not connected to improvement- which would justify a greater than RPI increase because without such an increase the pitch fee would not be a reasonable pitch fee then they too may justify an above RPI increase....."

although not suggesting that a pitch fee including a lower than RPI increase should be approached any differently to that.

38. More generally, the Upper Tribunal identified three basic principles which it was said shape the scheme in place- annual review at the review date, in the absence of agreement, no change unless the First Tier Tribunal considers a change reasonable and determines the fee and the presumption discussed above.

39. The Upper Tribunal (Lands Chamber) decision in *Vyse v Wyldecrest Parks Management Ltd* [2017] UKUT 24 (LC) HHJ Robinson said

> "It is to be noted that, other than providing for what may or may not be taken into account for the purpose of determining any change in the amount of the pitch fee, there is no benchmark as to what the amount should be still less any principle that the fee should represent the open market value of the right to occupy the mobile home."

40. It was further re-iterated that:

> "the factors which may displace the presumption are not limited to those set out in paragraph 18(1) but may include other factors."
>
> And later that where factors in paragraph 18(1) apply, the presumption does not arise at all, given the wording and structure of the provision, and in the absence of such factors it does.

41. The Upper Tribunal identified that a material consideration as a matter of law "does not necessarily mean" that the presumption should be displaced. Further explanation was given in paragraph 50 that:

> "If there is no matter to which any of paragraph 18(1) in terms applies, then the presumption arises and it is necessary to consider whether any 'other factor' displaces it. By definition, this must be a factor to which considerable weight attaches. If it were a consideration of equal weight to RPI, then, applying the presumption, the scales would tip the balance in favour of RPI. Of course, it is not possible to be prescriptive as to precisely how much weight must be attached to an 'other factor' before it outweighs the presumption in favour of RPI. This must be a matter for the FTT in any particular case. What is required is that the decision maker recognises that the 'other factor' must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole."

42. And in paragraph 51, the Upper Tribunal continued:

> "On the face of it, there does not appear to be any justification for limiting the nature or type of 'other factor' to which regard may be had. If an 'other factor' is not one to which "no regard shall be had" but neither is it one to which "particular regard shall be had", the logical consequence is that regard may be had to it. In my judgment this approach accords with the literal construction of the words of the statute. Further, it is one which would avoid potentially unfair and anomalous consequences."

43. In addition, referring to the presumption of change, in line with RPI, it was said:

> "56. ..... In my judgment there is good reason for that.
>
> 57. There are a substantial number of mobile home sites in England occupied pursuant to pitch agreements which provide for relatively modest pitch fees. The legislative framework for determining any change in pitch fee provides a narrow basis on which to do so which no doubt provides an element of certainty and consistency that is of benefit to site owners and pitch occupiers alike. The costs of litigating about changes in pitch fee in the FTT and in the Tribunal are not insubstantial and will almost invariably be disproportionate to any sum in issue. I accept the submission of Mr Savory that an interpretation which results in uncertainty and argument at many pitch fee reviews is to be avoided and that the application of RPI is straightforward and provides certainty for all parties."

44. Nevertheless, and recognising that the particular question which had been discussed was matters arising which did not fall with paragraph 18(1) because of a failing which had caused no prejudice, the Upper Tribunal also observed:

> "58. ..... In circumstances where the 'other factor' is wholly unconnected with paragraph 18(1), a broader approach may be necessary to ensure a just and reasonable result. However, what is just or reasonable has to be viewed in the context that, for the reasons I have already given, the expectation is that in most cases RPI will apply."

45. The final relevant part in Vyse is:

> "64. The pitch fee is a composite fee being payment for a package of rights provided by the owner to the occupier, including the right to station a mobile home on the pitch and the right to receive services, *Britanniacrest* (2016) paragraph 24. …….. Not all of the site owner's costs will increase or decrease every year, nor will they necessarily increase or decrease in line with RPI. The whole point of the legislative framework is to avoid examination of individual costs to the owner and instead to apply the broadbrush of RPI. Parliament has regarded the certainty and consistency of RPI as outweighing the potential unfairness to either party of, often modest, changes in costs."

46. We also note the decision of the Upper Tribunal in *Wyldecrest Parks Management Limited v Kenyon and others* (LRX/103/2016). In paragraph 31 it was said about the provisions in the 1983 Act that

> "The terms are also capable of being interpreted more purposively, on the assumption that Parliament cannot have intended precisely to prescribe all of the factors capable of being taken into account. That approach is in the spirit of the 1983 Act as originally enacted when the basis on which new pitch fees were determined was entirely open."

47. The Upper Tribunal also addressed the question of the weight to be given to other factors than those in paragraph 18(1) at paragraph 45 of its judgment quoting paragraph 50 in *Vyse* The RPI presumption not being lightly displaced was emphasised and paragraph 57 of *Vyse* quoted.

48. The Upper Tribunal went on to summarise six propositions derived from the various previous decisions with regard to the effect of the implied terms for pitch fee reviews as follows:

> "(1) The direction in paragraph 16(b) that in the absence of agreement the pitch fee may be changed only "if the appropriate judicial body … considers it reasonable" for there to be a change is more than just a pre-condition; it imports a standard of reasonableness, to be applied in the context of the other statutory provisions, which should guide the tribunal when it is asked to determine the amount of a new pitch fee.
>
> (2) In every case "particular regard" must be had to the factors in paragraph 18(1), but these are not the only factors which may influence the amount by which it is reasonable for a pitch fee to change.
>
> (3) No weight may be given in any case to the factors identified in paragraphs 18(1A) and 19.
>
> (4) With those mandatory consideration well in mind the starting point is then the presumption in paragraph 20(A1) of an annual increase or reduction by no more than the change in RPI. This is a strong presumption, but it is neither an entitlement nor a maximum.

(5) The effect of the presumption is that an increase (or decrease) "no more than" the change in RPI will be justified, unless one of the factors mentioned in paragraph 18(1) makes that limit unreasonable, in which case the presumption will not apply.

(6) Even if none of the factors in paragraph 18(1) applies, some other important factor may nevertheless rebut the presumption and make it reasonable that a pitch fee should increase by a greater amount than the change in RPI."

49. Martin Rodger KC, the Deputy President, then made observations about the reference in the statute to a presumption. In particular, he observed:

> "..... the use of a "presumption" as part of a scheme of valuation is peculiar".

50. He concluded his discussion of the law with the following, reflecting the observation in previous judgments:

> 58. ..... I adhere to my previous view that factors not encompassed by paragraph 18(1) may nevertheless provide grounds on which the presumption of no more than RPI increases (or decreases) may be rebutted. If another weighty factor means that it is reasonable to vary the pitch fee by a different amount, effect may be given to that factor."

51. The cases mentioned were primarily concerned with instances where the site owner sought to increase by more than RPI. The facts are not the same as this case.

52. The Tribunal considers that there is a rebuttable presumption and does not mean that the pitch fee determined will necessarily reflect the change in RPI.

53. The strong presumption of an increase or decrease in line with RPI is an important consideration. However, as referred to in the case authorities above, a presumption, where applicable is just that. Even in the absence of factors contained in paragraph 18, the Tribunal shall take account (and give such weight) of such other factors as it considers appropriate it being a matter of the Tribunal's judgment and expertise, in the context of the statutory scheme, to determine the appropriate weight to be given. There is no limit to the factors to which the Tribunal may have regard.

54. The pitch fee, will be the amount that the Tribunal determines taking account of any relevant matters, including any appropriate change determined from the current pitch fee at the time. That may still be the amount sought to be charged by the site owner or may be a different amount.

55. The parties did not make reference to any of the above case authorities. However, they are established ones on matters involved in this case and

the Tribunal is required to apply the law and take account of decisions relevant to the decision to be made in this case.

The Hearing

56. The application was heard on 30th January 2024 at Havant Justice Centre. Mr Percy, director appeared for the Applicants and the Respondents attended in person.

57. The below is a precis of the hearing only. The hearing was recorded.

58. For the benefit of those who had not attended the Inspection, at the start of the hearing the Tribunal explained what had been seen at the inspection.

59. Mr Percy explained that he accepted three pitches were dilapidated. One had been subject to Tribunal proceedings already and in respect of the second one, tribunal proceedings were anticipated. The owner of the third home referred to by the Respondents had passed away. The Applicants had to await probate but now that had been granted the Applicants had acquired the home and had cleared the pitch for a new home to be sited.

60. Mr Percy explained that in his submission care had to be taken in addressing dilapidation issues to take account of resident's personal circumstances.

61. Mr Percy said new one way signs had been erected.

62. Turning to the bungalow, he explained this had been occupied by a lady who had previously been the warden of the site. She had passed away in 2022. She had ceased to be the warden in or about 2016 but had been allowed to continue to live in the bungalow by the Applicant. Her role was diminished after although she did continue to report matters to the Applicant and in that sense was their "eyes and ears" on the site.

63. Mr Percy explained the letting of the garages were under separate agreements.

64. Mr Percy explained they had sought the 14.2% increase as the company's costs had risen. He explained the costs of vans, maintenance, employing workers and materials had all risen substantially. He explained the company had lost certain employees and the cost of employing replacements involved an increased salary of more than 20%. He suggested this was symptomatic of the construction industry as a whole.

65. As a result Mr Percy did not believe it was unreasonable to seek an increase of the full RPI figure.

66. Both Mr Fowler and Mr Waite acknowledged that the notices had been

served and they did not challenge the validity of the same.

67. Mr Waite stated he felt that seeking an increase of 14.2% was too high as this would be forever included within the pitch fee. He suggested that the figure should only be 11.1% being the rate of inflation A[70].

68. Mr Waite stated he was not aware that Rosemary, the former warden, had retired. He thought she was still the warden up until her death. He thought this was a service provided to the residents. He did accept she had died in the period before the last review which he had not opposed.

69. Mr Fowler agreed with his neighbours submissions.

70. He suggested 14.2% was the very peak of the RPI and was at the time of crisis for the country as a whole. He stated that the Applicants had undertaken a lot of work to the site as a whole including tidying up the area around the bungalow in preparation for the Tribunal.

71. In respect of Rosemary he said he was not aware she was not going to be replaced.

72. Mr Fowler referred to the offer made by the Applicant to those that agreed the increase who would be given a one month credit as a gesture of goodwill (see B[73]). He suggested that this reduces the increase to 11.1%. Mr Fowler suggested this would be fair.

73. Mr Fowler answered on being questioned by the Tribunal that he thought Rosemary was the person in charge of the site. It was to her one went with any issues.

74. In reply Mr Percy explained that Rosemary's employment had ended in or about 2016. She had been allowed to remain on the site. Since then the main office team for the Applicant had increased so they could react to issues on the sites owned by the Applicant quicker.

Decision

75. The Tribunal thanks the parties for their submissions. We considered all that was said and the documents within the bundle.

76. The Respondents' right to station their mobile home on the pitch is governed by the terms of their Written Agreement with the Applicant and the provisions of the 1983 Act.

77. The Notice and prescribed forms proposing the new pitch fee were served more than 28 days prior to the late review date of 1st February 2023. This date was later than the review date within the written agreement which for both was 2nd January. The Application to the Tribunal to determine the pitch fee was made within the statutory period. The form indicated that the

Applicant had applied the RPI of 14.2% applying the RPI figure published in October 2022.

78. The Tribunal is satisfied that the Applicant has complied with the procedural requirements of paragraph 17 of Part 1 of Schedule 1 of the 1983 Act to support an application for an increase in pitch fee in respect of the pitches occupied by the Respondents.

79. Mr Percy gave evidence as to why the Applicant had chosen to increase the pitch fee by what is effectively the maximum amount. However there was no evidence provided to substantiate this.

80. Each of the Respondents had taken issue with the amount of the increase. Both suggested that the particular circumstances which had given rise to such a large RPI figure were factors we could and should take account of.

81. We considered the position in relation to Rosemary. It seems clear that whether or not her employment ended in 2016, she continued to fulfil a role as a contact whom residents could use to bring matters to the attention of the Applicant. Whilst her role as an employee may be said to be purely for the benefit of the Applicant, it was clear the Respondents viewed her role as being of benefit to them. It does seem however that her role was as a contact only and Mr Percy did explain the circumstances in place.

82. We accept Mr Percy's evidence as to the steps being taken in respect of dilapidated pitches. We accept that it can be difficult for site owners and that it is correct for them to take account of the personal circumstances of occupants in considering what if any enforcement action to take.

83. However it is clear that since the Tribunal application was made, work has been undertaken to the site. This includes tidying up the area of the bungalow and the addition of further one way signage. These factors are however in our judgment not sufficient to rebut the presumption.

84. We have considered carefully the position relating to Rosemary. However her death was prior to the last unchallenged review and overall we are not satisfied that this amounts to a circumstance which would rebut the presumption on the evidence as to what her role was.

85. We are satisfied that the particular circumstances leading to the high RPI figure of 14.2% published for October 2022 and the circumstances generally in the country at that time are matters which may rebut the presumption of an RPI linked increase. We consider taking account of all the evidence that the presumption is rebutted.

86. We must next consider what affect this has on the pitch fee. Both Respondents invite us to agree a figure of 11.1%. Mr Percy stands by the RPI figure. We are not satisfied that an increase to the RPI figure is reasonable in all the circumstances. Doing the best we can, we are satisfied

that a figure of 11.1% is reasonable accepting the reasons given by the Respondents.

87. The Tribunal therefore determines the reasonable pitch fee is:

- 8 Hilltop £176.25 from 1st February 2023
- 11 Hillside £164.89 from 1st February 2023

Costs/ Fees

88. The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party (which has not been remitted) pursuant to rule 13(2) of The Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013.

89. The Applicant has sought reimbursement of the application fee of £20.00.

90. Whilst the Tribunal always has a discretion over costs we are satisfied that in all the circumstances the fee should be paid by the Respondents.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk

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.

Right to Appeal

1. A person wishing to appeal this decision to the Upper 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.

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. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.

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.