



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

**Case reference** : **BIR/00CW/PHC/2024/0003**

**Property** : **Parkfield Chalet, Wolverhampton WV2  
3EA**

**Applicant** : **Miss Bernadette Clowery**

**Respondent** : **Mrs Pat A. Brown**

**Type of application** : **Section 4 Mobile Homes Act 1983**

**Tribunal members** : **Judge Anthony Verduyn and Mr  
Nicholas Wint FRICS**

**Venue** : **Paper Decision**

**Date of decision** : **29<sup>th</sup> July 2024**

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**DECISION**

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1. By an application to the Tribunal dated 11<sup>th</sup> April 2024, Miss Bernadette Clowery, a resident of a park home known as 15 Parkfield Chalet Land, Arthur Street, Parkfields, Wolverhampton WV2 3EA (a protected site) sought the determination of various questions arising under the 1983 Act and her “Written Statement under Mobile Home Act 1983” (the “Written Statement”). The Tribunal has jurisdiction to answer such questions under Section 4 of the Mobile Homes Act 1983 (the “9183 Act”).
2. The questions related to charges for electricity, which appear to have increased sharply in recent years.
3. Directions were given on 18<sup>th</sup> April 2024. The Application Form stood as Miss Clowery’s Statement of Case. Mrs Pat A. Brown, the owner of the site was directed to provide her Statement of Case supported by documentary evidence by 15<sup>th</sup> May 2024. Mrs Brown did so by letter and exhibits dated 25<sup>th</sup> April 2024.

4. The Tribunal met and considered the papers, but noted the absence of a full copy of the Written Statement. This was sought and specific further questions raised of Mrs Brown to explain and detail matters touched upon in her Statement of Case. Both parties responded promptly to these requests and the Tribunal was then able to answer the questions raised as set out below.
5. The Tribunal sets out five questions which arise from Miss Clowery's Statement of Case and its preceding correspondence.
6. Question (1) Miss Clowery wishes to see the electricity contract and an original electricity bill supporting the sums charged.
7. Answer (1) The details of electricity charges, levied by E.On (a "Next" account), were supplied by way of attachment to Mrs Brown's Statement of Case, with a supporting invoice. This appears to be a sufficient answer for the period 28<sup>th</sup> February 2024 to 27<sup>th</sup> March 2024, since it incorporates tariff details ("2 year fixed business" terminating 31<sup>st</sup> October 2024).
8. Mrs Brown is reminded that under paragraph 22(b)(ii) of Schedule 1 Part 1 of the 1983 Act "Terms Implied by the Act", "Owner's Obligations", the owner shall, if requested by the occupier, provide (free of charge) documentary evidence in support an explanation of any charges for electricity. It should not be necessary to apply to the Tribunal to see such documents (and they could be distributed to occupiers quite easily using social media).
9. Question (2) Miss Clowery wishes to know the methodology used in calculating the monthly electricity charge for her park home, and specifically the "unit" charge referred to in the bill. The context of this question is that monthly bills for pitch fees ("rent") has added to it a line referring to "units" charged at a stated flat rate to give a monthly charge for electricity.
10. Answer (2) From the answers provided, it is clear that E.On bills for total site consumption of electricity each month. There is a discounted tariff for electricity used off peak, late at night. Mrs Brown states that each of the 20 park homes has metered usage that does not differentiate for peak and off-peak rates. She aggregates all units used per park home and then divides the E.On bill with the total units to establish a unit rate. The unit rate is then applied to the individual usage of each park home.
11. The Tribunal considers this an appropriate explanation and the method is consistent with apportionment as described in paragraph 3(b) of the Written Statement which states: the occupier is "to pay and discharge all general and/or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch (and/or a proportional part thereof where the same are assessed in respect of the residential part of the park) and charges in respect of electricity gas water telephone and other services". It is unfortunate that the lower, off-peak rate usage cannot be identified for each park home, but the charging method creates a "blended" or combined rate and is within the terms of the Written Statement.

12. The Tribunal noted that under the “unit” charges for each park home, the monthly bill also records “Days Service”, which was not readily understood and appeared to relate to the standing charge element of the electricity bill. The Tribunal therefore asked Mrs Brown the following (taking the September 2023 bill from the disclosed documents as an example): “Is the “31 Days Service” on the bill (“31 DAYS SERVICE = £1.52”) the “Standing Charge 29 days @102.30p/day £29.57” on the EON bill divided between the 20 chalets for the relevant period? If not, what is it?”
13. Mrs Brown answered: “Yes, this is the service charge divided by the 20 chalets. We bill each chalet per month, as in calendared month not billed month. The daily rate is the same so it still equates as to the correct amount. This is in addition to the standing charge on the E On Next bill. It is rental of the meter that we had installed when Chalet Land was first created. This rental fee has not changed for over 50 years and is explained to any new occupant before they sign their contract.”
14. Whilst the Tribunal struggles to understand exactly what Mrs Brown means, the following can be stated. Firstly, the apportionment of E.On’s standing charge to the park homes, equally for the 20 park homes, is unobjectionable. Secondly, the variation of the daily rate from £1.52 in months with 31 days (like that quoted above), to £1.49 for months with 30 days and, in February, £1.42 for 29 days, is incomprehensible in this context. Thirdly, it is noted that neither the Written Statement nor the Schedule to the 1983 Act identifies any historic charge for the metering service, therefore the Tribunal finds the lease does not allow the Respondent to recover this amount from the Applicant.
15. Question (3) Miss Clowery asks whether actual readings can be added to the monthly bills?
16. Answer (3) Mrs Brown confirms that to date the monthly bill only records the units used by each park home, but she has confirmed that she can add the actual readings (which must, after all, be noted to arrive at the correct calculation). In light of these questions, the Tribunal considers such a step is to be recommended.
17. Question (4) Miss Clowery seeks the definition of peak and off-peak usage?
18. Answer (4) Mrs Brown had answered this question before the application and has confirmed that peak is all times, save midnight to 6.30am.
19. Question (5) Miss Clowery seeks the meters to be read the same day each month?
20. Answer (5) Mrs Brown had answered this question before the application and has confirmed that meters are all read on 25<sup>th</sup> of each month, save December, when it is the 24<sup>th</sup>. This appears to the Tribunal an unobjectionable practice.

Judge Anthony Verduyn

29<sup>th</sup> July 2024