FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/33UB/PHI/2023/0080**
Site	**:**	**Forest Edge Court, Puddledock Lane, Great Hockham, Thetford, Norfolk IP14 1FJ**
Park home address	**:**	**4,5,6,7,9,13,14,15,17,18,19,22,24,25,27,29 Cherry Blossom Drive and 8 Bunny Wood Drive**
Applicant	**:**	**AR (Forest Edge) Limited**
Representative	**:**	**IBB Law LLP, Solicitors**
Respondents	**:**	**The owners of the park homes listed above**
Type of application	**:**	**Application to determine a pitch fee**
Tribunal members	**:**	**Judge K. Saward** **Mr R. Thomas MRICS**
Venue	**:**	**The Bell Hotel, Thetford, Norfolk**
Date of hearing	**:**	**22 March 2024**
Date of decision	**:**	**5 June 2024**

DECISION AND REASONS

as corrected pursuant to rule 50 of The Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules

---

Corrected decision

The original Decision was dated 4 April 2024. There was an accidental slip to the figures for 22 Cherry Blossom Drive and date at paragraph 64. This is a corrected Decision issued under the Tribunal's powers within Rule 50 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. Corrected text is under-lined.

Decisions of the Tribunal

(1) Under Rule 10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal directs that AR (Forest Edge) Limited substitutes Plum Tree Country Park Limited as the Applicant.

(2) The Tribunal considers it reasonable for the pitch fees to be changed and determines that the amounts of the monthly pitch fees payable (including the cost of sewerage services) by the Respondents for the year commencing 1 January 2023 are as set out in the last column (headed "**Determined**") of the table at Schedule 1 to this Decision.

REASONS

The application

1. The application dated 30 March 2023 was made by Plum Tree Country Park Limited as the site owner and operator of the park home site at Forest Edge Court. Since that time, the freehold has been sold by the administrator of Plum Tree Country Park Limited to AR (Forest Edge) Limited to whom a new caravan site licence has been issued.

2. As a preliminary matter and in accordance with Rule 10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal directs that AR (Forest Edge) Limited substitutes Plum Tree Country Park Limited as the Applicant in these proceedings.

3. Forest Edge Court is a protected mobile homes site within the meaning of the Mobile Homes Act 1983 ('the 1983 Act'). Each Respondent occupies their park home pursuant to a 'written statement' (i.e., an agreement) with the Applicant regulated by the 1983 Act.

4. The Respondents are the occupiers of pitches at the site who have not agreed to an increase in pitch fees for 2023. The site owner must therefore apply to this Tribunal if it is to obtain an increase. Since the application form was submitted, the application has been withdrawn against the park homeowner of No 3 Cherry Blossom Drive. There remain 17 pitches where agreement has not been reached.

5. The Applicant site owner seeks a determination of the pitch fee payable by the Respondents as from 1 January 2023. The date of the previous review was 1 January 2022. The sample pitch fee review form (for No 5 Cherry Blossom Drive) is dated 28 November 2022. It proposes a new pitch fee of £245.26 per month. The previous year's monthly fee is given as £214.76. The increase amounts to a rise of 14.2% applying the Retail Price Index ('RPI') for October 2022, being the last published figure.

6. The figures are the same for all the Respondents except for No 22 Cherry Blossom Drive where the monthly pitch fee for 2023 is a proposed increase from £202.60 to £231.37. The pitch fees include payment for sewerage but no other services.

Directions

7. In furtherance of Directions issued by the Tribunal on 14 November 2023, the Tribunal received a single indexed and paginated bundle of some 288 pages. Plus, a supplemental bundle of 50 pages containing submissions from Mr Burdett (No 22), the Applicant's reply, the site licence and case decisions. Prior to the hearing, Mr Burdett submitted a copy of a First-tier Tribunal Decision dated 2 January 2024, for Solent Park, Hampshire.

8. The Tribunal has considered all the written material as well as the oral representations made at the hearing in reaching its decision. Account has also been taken of other relevant caselaw to which we refer to help explain our approach and considerations.

Background / Law

9. The site was formerly a touring caravan park until 2018 when re-development began as a park home site, beginning with phase 1. Phases 1 and 2 are complete, and phase 3 is under way with a small number of homes now occupied. Development of phase 3 is ongoing.

10. The law applicable to a change in pitch fee is contained within the 1983 Act. It is the specific legislature provisions within Chapter 2 of Part 1 of Schedule 1 to the 1983 Act which set out the implied terms that govern the process and means of calculation.

11. Paragraph 17 of Chapter 2 stipulates that the pitch fee "*shall be reviewed annually as at the review date*." At least 28 clear days before the review date, written notice must be served on the occupier setting out the proposals in respect of the new pitch fee. The notice must be accompanied by a pitch fee review form, in prescribed form, otherwise the notice proposing an increase in the pitch fee is of no effect (paragraph 17(2A)).

12. Under paragraph 25A, the pitch fee review form must specify any percentage increase or decrease in the RPI calculated in accordance with paragraph 20(A1). This provides that, unless it would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the RPI calculated by reference only to- (a) the latest index, and (b) the index published for the month which was 12 months before that to which the latest index relates. The latest index means the last index published before the day on which the notice is served.

13. Paragraph 18(1) sets out factors to which 'particular regard' must be had when determining the amount of the new pitch fee. These include improvements carried out since the date of the last review (paragraph 18(1)(a)) and also under paragraph 18(1)(aa) of '… 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 (in so far as regard has not previously been had for the purposes of this sub-paragraph)'.

14. Paragraph 18(1)(ab) then refers to '… 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 (in so far as regard has not previously been had for the purposes of this sub-paragraph)'. Paragraphs 18(1)(aa) and (ab) came into force on 26 May 2013.

15. The provisions have been considered by the Upper Tribunal on various occasions. The Applicant highlights *Vyse v Wyldecrest (Management) Ltd* [2017] UKUT 0024, a copy of which is provided in the supplemental bundle. Amongst other things, this confirms that by having 'particular regard' to the factors set out in paragraph 18(1), it does not exclude the consideration of other factors, but they would need to be weighty factors.

16. Having reviewed the Tribunal's decisions in this area (including the draft decision in *Vyse v Wyldecrest*), the Deputy President of the Upper Tribunal summarised the effect of the implied terms for pitch fee review, at paragraph 47 of *Wyldecrest Parks (Management) Ltd v Kenyon and others* [2017] UKUT 28 (LC), 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.

17. Changes have since been introduced by The Mobile Homes (Pitch Fees) Act 2023 replacing RPI with the Consumer Price Index ('CPI') for all new pitch fee reviews from 2 July 2023. At the time of the review the RPI still applied, and the amendments were not in force at the time the new pitch fee was due to take effect. Therefore, the changes implemented by the 2023 Act do not apply to the review under consideration here.

The inspection

18. A site inspection was conducted by the Tribunal members before the hearing opened. This was undertaken in the presence of John Clement (Solicitor) and Sharon Reach (Operations Manager of Regency Living) for the Applicant, along with Les Burdett (No 22), Kevin Gooch (No 19) and Graham Whetton (No 15) for the Respondents. No discussion took place during the site inspection on the merits of anyone's case.

19. The site is accessed off Puddledock Lane, a single-track road which lies outside the park home site. During the inspection the Tribunal noted the various features mentioned in the bundles. They included the condition of the road, location of street lighting, soakaways, recreation areas and pond, the access barrier, and parking provision. The different phases of development within the site were also pointed out. The Tribunal observed that the site appeared to be well-maintained overall.

The hearing

20. The Applicant site owner was represented by Mr Clement, Solicitor, who appeared with Sharon Reach. Many of the Respondents attended. It was established at the start of the hearing that Mr Burdett would take the lead and speak for himself, and others present apart from Mr Whetton (No 15) and Mr Ellis (No 9) who wished to speak for themselves. Mr Ellis also said that he had submitted written authority to the Tribunal office to speak on behalf of Mrs Simmons (No 7). As the hearing unfolded the Tribunal accepted contributions from other Respondents present.

21. A topic-based approach was taken, allowing each side to speak on each main issue raised by the Respondents before moving onto the next topic. Both sides were afforded opportunity to put questions to the other and answered the Tribunal's questions. As the Respondents were not legally represented, the Tribunal posed points of law to the Applicant's Solicitor.

Submissions

22. A range of submissions and arguments were made by the Respondents. The Tribunal does not attempt to capture them all, it being unnecessary to do so. It should not be assumed that the Tribunal has ignored any submissions not referenced herein or that it has left them out of account. This Decision seeks to focus on the key issues.

Flooding and drainage

23. The Respondents say there is no surface water drainage for Plots 7 to 19 so that when it rains, water runs down Mr Whetton's drive at No 15. There is a gulley outside No 7, but only 3 soakaway drains across the entire site. Phase 3 has drainage. With reference to paragraph 18(1), the Applicant responded that there has been no deterioration since implementation of the site. Mr Burdett disagreed.

24. Even if there is no deterioration, it is possible that inadequate surface water drainage could be a matter to which the Tribunal can have regard, as Mr Clement acknowledged. However, there are only two photographs showing some pooled surface water in the road. It is unclear when there were taken, how long the water was present or conditions at the time. There is insufficient evidence produced by the Respondents to demonstrate the existence of a problem prior to 1 January 2023 to which the Tribunal could properly have regard.

Condition of the roads

25. The Respondents say the brick weave road to phase 2 has subsided making it uneven for walking. There are no pavements. According to

Mr Burdett the roads became uneven in 2020 but were only repaired in summer 2023.

26. The Applicant says that there has not been a deterioration since installation. When the new owners became aware of an issue, repairs were undertaken in 2023. The road is safe to drive on. It does not need to be perfect. The site licence requires the roads to be fit for purpose. It does not require the roads to be ideal.

27. The Tribunal pointed out that paragraph 3.7 of the site licence conditions requires that "Roads shall be maintained in a good condition." That is a higher standard than 'fit for purpose'. Nevertheless, from the Tribunal's own observations the roads appeared to be in good condition overall. Where there was unevenness, it did not appear to be of significant concern in the absence of substantive evidence to the contrary. Repairs had been undertaken. It is accepted that there cannot have been a deterioration in footpaths when none have ever existed.

Street lighting

28. The Respondents say that they were verbally told before moving in that street lighting would be provided. Reference is made to the monthly site newsletter for January 2023, which said that: "*Quotes are being obtained for street lighting to be installed at various points along Cherry Blossom Drive from where the current street lamps end (phase 1) and the latest phase of the park begins. I will keep you updated as necessary*." The Applicant denies that any promises were made and says that there is no deterioration as the street lighting was not provided.

29. Ms Reach confirmed that there are 11 homes in total without street lighting. The predecessor company went into administration which delayed the provision of street lighting but there are now plans to provide it and locations need to be found. Mr Clement added that the site is under development and things will happen at different times.

30. The Tribunal noted that paragraph 5.1 of the site licence issued by the District Council requires roads to be adequately lit between dusk and dawn to allow the safe movement of pedestrians and vehicles around the site during the hours of darkness. In reply, Mr Clement said that the Council has not suggested the site is non-compliant with the condition and nothing in the written statements says street lighting would be provided.

31. In answer to the Tribunal's question, Mr Clement stated that there would not have been any impact on the pitch fee (i.e., as an improvement) if the planned street lighting had been installed. He went on to say that when the lighting is installed at the end of 2024 or next year, it will not result in an increase in the pitch fee.

32. The Tribunal accepts that there cannot be a deterioration in the condition of the site when the street lighting has never been provided in phase 2. We do not disagree with the approach taken by the First-tier Tribunal in the Meadowlands Court decision of 20 December 2023 when it found no justification for a decrease in pitch fee for the absence of promised facilities in the absence of evidence of a contractual obligation for a swimming pool, coffee lounge and gym. That is not comparable to this issue where the site licence requires the roads to be adequately lit.

33. This is a site surrounded by tall trees located within Thetford Forest. A significant stretch of road has been without any street lighting since before the review date. Residents described it as "pitch black" at night, which the Tribunal considers entirely plausible. Bearing in mind the occupants' age group (most being retired), the lack of pavements and associated risk to safety and security from the absence of sufficient street lighting, the Tribunal considers that this should be reflected in the pitch fee, as a weighty matter falling outside the express provisions of paragraph 18(1).

Site security

34. Concerns were expressed by the Respondents over a claimed depreciation in site security. The gate to phase 1 is secure, but access via the entrance next to the site office is through an unlocked barrier.

35. The Tribunal heard that CCTV existed from at least December 2020 until removal in mid-2022. Cameras were positioned at the main gates for phase 1, on the pillar at the road entrance, and by the site office with 24-hour monitoring. Mrs Elvin said that when she moved in during August 2016, no-one unauthorised could get into the site.

36. Ms Reach confirmed that there is not a 24-hour presence at the site office. She thought the barrier was locked overnight but this was contradicted by the Respondents who said it was never locked. Mr Clement argued that the barrier concerned can be manually operated and it is not a primary entrance to the site in any event. It is a side entrance used for the delivery of new homes and does not lead to occupied areas. As the barrier is still there, the Applicant maintains that there is no deterioration in condition or loss of amenity to engage paragraph 18(1)(aa). Mr Clement had no instructions on CCTV to provide any comments.

37. The complaints of there being no security personnel since August 2023 fall outside the period under consideration prior to 1 January 2023, and are disregarded accordingly.

38. The Tribunal observed on the site visit that the security barrier by the site office could be lifted by a single finger. It may not be the main

entrance for phase 2 but it provides a means of entry for vehicles and pedestrians alike that is patently insecure. It is a weak point of security that had previously been secure through a coded entry system. Understandably it is a cause of great concern to residents.

39. There was some discussion at the hearing on the interpretation of paragraph 18(1)(aa). The Tribunal does not concur with the Applicant that the paragraph requires there to be both a deterioration in the condition of the site that also decreases amenity. The point is not critical as the Tribunal has reached the view that the provision of site security as a whole amounted to a package of services captured by paragraph 18(1)(ab). There is no evidence to contradict the Respondents' version of events that CCTV had been installed but was removed. That amounts to a reduction in service. Moreover, the quality of the site security service had deteriorated as the electronic barrier was not working at the time of review. Anyone could gain entry by lifting the barrier manually with resultant depreciation in site security.

Amenities

40. The Applicant disputes that removal of the play area in 2021 amounts to a decrease in amenity. This had been in situ from when the park was a campsite. There is now a minimum age limit of 45 for the park home site.

41. Reference was made to Judge Kitchen in *Charles Simpson Organisation Ltd v Redshaw* (2010) 2514 (Ch), who said: "*In my judgment, the word "amenity" in the phrase "amenity of the protected site" in paragraph 18(1)(b) simply means the quality of being agreeable or pleasant. The Court must therefore have particular regard to any decrease in the pleasantness of the site or those features of the site which are agreeable from the perspective of the particular occupier in issue.*"

42. After Mr Clement had accepted there might be a reduction in amenity if the play area had not been reinstated, Mr Burdett claimed a crater had been left and used by contractors to dispose of broken bricks. However, this had not been raised before nor was it pointed out during the site inspection. As such, the Tribunal cannot address whether there has been a depreciation in the visual appearance from removal of the play area.

43. The Tribunal did observe other 'amenity' areas with grassed open space and footpaths. With that in mind the Tribunal does not find the loss of a play area for this site to be a decrease in amenity or a facility of sufficient importance in the circumstances to warrant reflection in the pitch fee. Furthermore, there is no substantive evidence of the general appearance having declined. The Tribunal saw some stored building materials in an enclosed area near to phase 3. This is to be expected when site development is incomplete. During the inspection, the residents did not show the Tribunal any poorly maintained areas.

The shop

44. Until 2020, there was a small shop on the site. The Applicant said this was another hangover from the camping site and the shop was never run by the site owner anyway. The nearest shop is now 6 miles away.

45. Clearly this was a facility on the site for the benefit of occupants. The site Residents are consistent in saying the shop was used as a selling point for their homes. Whether or not the shop was run by a third party, it was a facility provided on the site, which must have been on the owner's behalf to be there. Undoubtedly, the presence of a shop for basic supplies would have been hugely beneficial for residents given the isolated location.

46. In the view of the Tribunal the shop closure, resulted in a reduction in the services that the owner supplied to the site to be taken into account under paragraph 18(ab). Even if we are wrong and this was not a service 'that the owner supplies to the site', it would still be a weighty matter to which the Tribunal would have regard.

High rate of inflation

47. In the Tribunal Directions, the parties were invited to make submissions about whether the CPI would be a better measure of inflation or another rate, for the relevant period given the high rate of RPI.

48. Whilst accepting that the Tribunal has wide discretion, Mr Clement urged a note of caution on the basis that the Applicant maintains that none of the other factors raised are of such weight to displace the statutory presumption.

49. Mr Clement highlighted paragraphs 22 and 48 of the Upper Tribunal decision in *Vyse v Wyldecrest,* both of which refer to the starting point being the presumption that the new pitch fee will reflect RPI. Paragraph 48, describes the presumption as a "change in line with RPI….". As Mr Burdett pointed out, the wording of the statute (at paragraph 20(A1)) is a "percentage which is no more than [*emphasis added*] any percentage increase or decrease" in the RPI since the last review date. The words are clear, and we take the fourth principle set out in *Kenyon* to be the correct approach. As stated by the Deputy President, it is a strong presumption but it provides neither an entitlement nor a maximum.

50. Paragraph 20(A1) does not say that the pitch fee will be automatically adjusted in accordance with the RPI. The Tribunal is mindful that is the usual starting point, and the purpose of paragraph 20 is to provide a simple procedure for reviewing pitch fees for each year. However, as *Vyse v Wyldecrest* makes clear, the presumption is merely the starting point and that it could be displaced by any other "weighty matters".

51. In the Solent Park decision drawn to our attention by Mr Burdett, the Tribunal reduced the pitch fee from 14.2% to 6%, but this was in specific circumstances where a variety of matters were established. It was fact sensitive. In the Meadowlands Court decision within the bundle, the Tribunal considered it wrong not take account of the cost-of-living crisis and high rate of inflation. Both are First-tier Tribunal decisions, neither of which are binding on this Tribunal.

52. In this case, the time of review reflected a particularly high period of inflation, peaking in October 2022. The amount of pitch fee could be increased by 'no more than' the rate of RPI last published before the day the notice was served, being 14.2% in October 2022.

53. The 2023 Act which replaced RPI with CPI does not have retrospective effect. Accordingly for reviews that were proposed prior to 2nd July 2023 the statutory presumption in favour of RPI remains. Nonetheless, the high rate of inflation is capable of being a 'weighty matter' to give sufficient reason to disapply the statutory presumption. Notably, the published figure for CPI for October 2022 was 11.1%. Given that the review coincided with the peak of inflation during the cost-of-living crisis and there was wide disparity between RPI and CPI, the Tribunal considers the high rate of RPI to be a factor of such importance to merit adjustment in the pitch fee.

Other matters

54. Some Respondents are aggrieved over delays in the provision of items, such as railings to their park home steps, and works to the skirting. Reference is also made to removal of hedging/fencing between pitches and inaccuracies in pitch size. It strikes the Tribunal that these are contractual matters that would not justify an adjustment in the pitch fee.

55. Concerns are expressed over removal of fencing from around the pond and the safety of visiting children, but this is not a deterioration in the site. Although it may be inconvenient, the distance to take wheelie bins for collection is not a weighty matter. Pitch fees will not necessarily be the same for every pitch and can be influenced by many factors. It is not for the Tribunal to seek to level out the amounts.

56. There is insufficient information provided to support the complaint by one resident of sewerage coming up through the drain covers. Ms Reach stated that the plant is checked twice a year. On the information before the Tribunal there was an isolated incident in 2021 that was resolved.

57. Residents feel there have been broken promises, but the Tribunal cannot consider unsubstantiated verbal discussions during the sales process.

Conclusions

58. Written notice of the proposed new pitch fee was served on the occupiers on 28 November 2022, more than 28 days prior to the effective review date. At that date, the last index published for the RPI was October 2022. The prescribed pitch fee review form accompanied the notice and the relevant time limits were complied with. As required by paragraph 25A, the form specifies the percentage increase in the RPI and calculates the proposed fee with reference to that rate, applying the methodology in paragraph 20(A1). The pitch fee review form refers to "the RPI published for November 2022". The last published percentage was October 2022 for which the RPI rate of 14.2% is correctly cited. Despite the small anomaly, the Tribunal is satisfied that the procedural requirements were met for calculation of the 2023 pitch fee.

59. The Tribunal must now determine two things. Firstly, whether it considers it reasonable for the pitch fee to be changed and, if so, it has to secondly determine the amount of the new pitch fee. It is not deciding whether the level of pitch fee is reasonable. The overarching consideration is whether the Tribunal considers it reasonable for the pitch fee to be changed.

60. The Applicant does not claim any improvements within the proposed increase since the date of the last review for paragraph 18(1)(a) to apply. There is no suggestion that the pitch fee includes costs and fees incurred by the site owner which are to be disregarded by paragraph 19.

61. In considering whether a change in the pitch fee is reasonable, the Tribunal has paid particular regard to the factors in paragraph 18(1). We recognise that the Respondents feel aggrieved about various matters. However, the issue is whether the condition of the site has deteriorated or there has been a decrease in amenity or reduction in services supplied by the Applicant owner.

62. Having considered all issues raised, the Tribunal finds that it is unreasonable to increase the pitch fee by RPI at 14.2% taking account of the reduction in site security and loss of the on-site shop. In addition, other "weighty matters" suffice to displace the statutory presumption. Namely the lack of street lighting (albeit affecting some residents more than others) and also that RPI is not a reliable measure and/or is likely to have been overstated. A percentage increase in line with the rate of CPI at 11.1% is reasonable, adjusted to 8.1% to reflect the factors identified for site security, the shop and street lighting.

63. The Tribunal concludes that it is reasonable for the pitch fee to be changed but the statutory presumption in paragraph 20(1A) is displaced. The Tribunal determines that the pitch fee increase for 2023 should be calculated at a percentage increase of 8.1%, including the cost of sewerage services.

64. The new pitch fees are payable with effect from 1 January 2023, but an occupier shall not be treated as being in arrears until the 28th day after the date of this corrected decision (paragraph 17 of the implied terms).

65. The Tribunal makes no order for the Respondents to reimburse the Applicant the Tribunal fees paid for the application or the hearing.

Name: Judge K. Saward **Date: 4 June 2024**

Schedule 1 **Determined**

Park home	**2022**	**Proposed**	**Determined**
4 Cherry Blossom Drive	£214.76	£245.26	£232.16
5 Cherry Blossom Drive	£214.76	£245.26	£232.16
6 Cherry Blossom Drive	£214.76	£245.26	£232.16
7 Cherry Blossom Drive	£214.76	£245.26	£232.16
9 Cherry Blossom Drive	£214.76	£245.26	£232.16
13 Cherry Blossom Drive	£214.76	£245.26	£232.16
14 Cherry Blossom Drive	£214.76	£245.26	£232.16
15 Cherry Blossom Drive	£214.76	£245.26	£232.16
17 Cherry Blossom Drive	£214.76	£245.26	£232.16
18 Cherry Blossom Drive	£214.76	£245.26	£232.16
19 Cherry Blossom Drive	£214.76	£245.26	£232.16
22 Cherry Blossom Drive	£202.60	£231.37	£219.01
24 Cherry Blossom Drive	£214.76	£245.26	£232.16
25 Cherry Blossom Drive	£214.76	£245.26	£232.16
27 Cherry Blossom Drive	£214.76	£245.26	£232.16
29 Cherry Blossom Drive	£214.76	£245.26	£232.16
8 Bunny Wood Drive	£214.76	£245.26	£232.16

Schedule 2 – paragraphs 18-20 of the implied terms

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) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the [tribunal], on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(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 (in so far as regard has not previously been had to that deterioration or decrease for the purposes 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 (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph); ...

(ba) ... any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and ...

(1A) But ... no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

19(1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

(2) ... When determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

(3) When determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of—

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).

(4) When determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with—

(a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc.);

(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

20 (A1) Unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index calculated by reference only to—

(a) the latest index, and

(b) the index published for the month which was 12 months before that to which the latest index relates.

(A2) In sub-paragraph (A1), "the latest index"—

(a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;

(b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2).

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).