



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

**Case reference** : **CAM/OOMF/PH/C/2023/0007**

**Property** : **Mereoak Park, Three Mile Cross,  
Reading, Berkshire, RG7 1NR**

**Applicant** : **Hazel Kelson-Merrett, Malcolm Clarke  
and other residents**

**Representative** : **In person**

**Respondents** : **East Sussex Mobile Homes Limited**

**Representative** : **John Clement**

**Type of application** : **s.27A Landlord and Tenant Act 1985**

**Tribunal** : **Judge Shepherd  
Marina Krisko FRICS**

**Date of Decision** : **30<sup>th</sup> May 2024**

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**Decision**

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1. This is an application under s. 27A of the Landlord and Tenant Act 1985 (“LTA 1985”) for a determination of liability to pay and reasonableness of service charges. The Applicants are residents of Mere oak Park, Three Mile Cross, Reading, Berkshire, RG7 1NR (“The premises”). The Respondents are East Sussex Mobile Homes Limited.
2. The premises consists of a mobile home site near Reading. The Tribunal inspected the site on 9<sup>th</sup> April 2024 prior to a hearing at the Novotel Reading on the same day. The site is served by a tarmac roadway, giving access to single and double Park Homes. Most of the units have concrete sectional garages. There are some mature trees on site. In 2018 a portable jack leg cabin was purchased as an office and placed at the entrance to the park. This were supposed to replace the office located in number 53 where the site manager Claire Barney lives.
3. The tribunal inspected the park, in particular the locations of the meters, one for water and one for electricity. The former was not accessible, the latter was located in the open behind the replacement offices .The rear of these offices are unusable as they can’t be physically reached. The front offices we are told are not in use.
4. In general, the park gives a poorly maintained appearance. The tarmac roadways are in need of attention, weeds have not been removed and areas of grass are uncut. Parking spaces at the rear of the park are too shallow for the average medium to larger car. The fences we were shown appeared to be in reasonable condition.
5. The Applicants challenged service charges for 2023-2024. There have been a number of previous proceedings in the Tribunal when the service charges have been challenged.
6. The overall issues were crystallised into the following agreed matters:
  - a) Electricity charges (£882.44)
  - b) Water charges ( £6650)
  - c) CCTV (£1344)
  - d) Fire risk assessment (£360)
  - e) Tree removal (£420)
  - f) Vermin treatment (£198)
  - g) Fence repair and materials £519.94)
  - h) Mobile phone costs (£240)
  - i) Data protection certificate (£40)
  - j) Site manager’s wages (£11729.94)
  - k) whether an order under section 20C of the 1985 Act should be made.

- l) whether an order for reimbursement of application/ hearing fees should be made.

## **The law**

7. Section 18 of the Landlord and Tenant Act 1985 defines a service charge as:

“(1) ... an amount payable by a tenant of a [dwelling] as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance [, improvements] or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.”

8. Section 19, LTA 1985 limits the recoverability of service charges as follows:

“(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise...”

9. Taking each of the agreed issues in turn.

## ***Electricity cost***

10. The Applicants were concerned that credit notes had not been taken into account in the charges that were being made to the leaseholders. Many of the

bills were estimated and it was difficult to disentangle what charges had actually been made. The Respondents should have taken readings which would have brought some clarity to the situation. The evidence of usage was otherwise confused. There was a meter on site. We consider that the Applicant's estimate is closer to the reality of the situation and we allow £607.94 for electricity.

### ***Water costs***

11. The water costs were paid by the park on receipt of invoices from Thames Water. The payment was made in arrears. Mr Clement said that the park had obligations under the Water Resales Regulations 2006. If an estimated bill was too high any rebate would be passed back to the leaseholders. Overall, we consider that the costs are reasonable and we allow the sum in full. Future water invoices should be made available for residents to see.

### ***CCTV***

12. The Applicants said that the electricity meter showed the CCTV was not being used and was therefore not working. Also, residents had asked for sight of film for their own purposes but that it had been refused. A previous Tribunal had found that the CCTV cost was part of the running costs of the park. We accept this and allow the sum in full. The CCTV is installed for reasons of security. There is no compulsion on site owners to share the film although if it can be done without a breach of confidentiality it should be done in the interests of goodwill.

### ***Fire risk assessment***

13. This is clearly prudent expenditure for the benefit of the park and we allow it in full.

### ***Tree removal***

14. This was conceded by the Applicants.

### ***Vermin treatment***

15. The Applicants were concerned that this was an isolated problem at no 53. Despite this it had to be dealt with and the resultant cost is reasonable and we allow it in full.

### ***Fence repair and materials***

16. The fence was on the boundary of the car park. It came down during a storm. The initial repair carried out was poor with screws left protruding etc. Further repairs were required. Mr Clement said there was no extra cost as a result of the poor initial repair. We consider the sums to be reasonable and payable in full.

### ***Mobile phone costs***

17. The real problem here was that the Respondents need to share the invoices to satisfy the Applicants that the sums had been expended. However the amounts had been allowed by a previous Tribunal and we consider that they are reasonable and should be allowed in full.

### ***Data protection certificate***

18. This is allowed in full but the Respondents should share the invoices in future.

### ***Site manager's wages***

19. The Applicants complained about the service provided. The offices at the front of the site were not used. The manager was difficult to contact even though she lived on the park. Ms Barney denied this and said she was available anytime. She walked around the site and made herself accessible although her sister had been bullied by residents and this meant she was less willing to be freely available at all times. There were no fixed office times when people could visit her home.
20. The role of the site manager had been considered by previous Tribunal and the duties had remained the same -see CAM/OOMF/PHC/2016/0005 at para 50 and CAM/OOMF/PHI/2019/0006 at paras 115-117 where the salary of £27114.75 had been approved. In the latter Tribunal the Applicant had been reminded that they needed to provide evidence to justify a reduction in salary.
21. It was clear that the offices at the front of the site were not being used and had been a waste of money unless they are put into use. The cost had previously been approved by the Tribunal. It is very disappointing that they have not been used since then. This together with the lack of availability of the site manager partly because she has failed to formalise her office hours with residents lead us to allow £27114.75. In other words, we don't allow the inflationary increase.

22. The Applicants were successful in key areas in this case. Accordingly, we make an order under s.20C Landlord and Tenant Act 1985. This prevents the Respondent from recovering their legal costs from the service charge. We also order the Respondent to reimburse the Applicants with their application and hearing fee of £300.

Judge Shepherd

30<sup>th</sup> May 2024

## RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.