FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**CAM/00KB/PHI/2023/0128**
Park homes	:	**Pavenham Park, Bedford Road, Pavenham, Bedfordshire**
Applicant	:	**Tingdene Parks Limited**
Respondents	:	**The park home owners named in the Schedule to this decision**
Type of application(s)	:	**Applications under the Mobile Homes Act 1983 to determine pitch fees**
Tribunal member(s)	:	**Mary Hardman FRICS** **Roland Thomas MRICS**
Date	:	**29 August 2024**

DECISION

Decisions of the tribunal

The tribunal considers it reasonable for the relevant pitch fees to be changed and orders that the amounts of the new monthly pitch fees payable by the Respondents from 1 April 2023 are as set out in the last column (headed "**Determined**") of the relevant table at Schedule 1 to this decision.

The tribunal is sending copies of this decision to the Respondents, but to avoid any possible delay the Applicant shall send copies to the Respondents as soon as possible using any contact details available to them.

Reasons

Procedural history

1. The Applicant applied to the tribunal under paragraph 16 of the terms implied into the relevant pitch agreements by Chapter 2 of Part I of Schedule 1 to the Mobile Homes Act 1983 (the "**Implied Terms**") to determine the pitch fees payable for specified park homes on the site with effect from the review date of 1 April 2023.

2. On 7 February 2024, the procedural Chair gave case management directions in relation to each site. These required the Applicant to send the relevant application documents to each relevant occupier, with a statement of case including any submissions and evidence relied upon in contending that the Retail Prices Index ("**RPI**") was a better measure of relevant inflation than the Consumer Prices Index ("**CPI**") over the relevant period or that there were other considerations in favour of the increase sought, and any witness statement and other documents relied upon. Occupiers who wished to actively oppose the proposed increase were directed to complete and return a reply form and send to the Applicant case documents they wished to rely upon.

   The original application was for 14 park homes but 3 were withdrawn prior to the hearing.

Pitch fees - law

3. Under paragraph 22 of the Implied Terms, the owner shall (amongst other things) maintain in a clean and tidy condition those parts of the site, including access ways, which are not the responsibility of any occupier of a mobile home stationed on the site.

4. Under paragraph 29 of the Implied Terms, "*pitch fee*" means (with emphasis added): "*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 use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts…*". The relevant agreements did not so provide; water, sewerage and other services are payable in addition. It appears the Applicant recovers any local authority site licence fee by adding an equal proportion to the pitch fee and collecting this from occupiers. Any rental for separate garages is payable in addition to the pitch fee.

5. When determining the amount of a new pitch fee, particular regard shall be had to the matters set out in paragraph 18(1) of the Implied Terms These include sums spent on particular types of improvement (a), any relevant deterioration in the condition, and any relevant decrease in the amenity, of the site (aa), any relevant reduction in the services that the owner supplies to the site, pitch or mobile home, and any relevant deterioration in the quality of those services (ab).

6. In Wyldecrest Parks (Management) Ltd v Kenyon & Ors [2017] UKUT 28 (LC), the Deputy President reviewed earlier decisions and observed at [47] that the effect of the implied terms for pitch fee review can be "*summarised in the following propositions*":

> "*(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.*"

7. For pitch fee review notices given from 2 July 2023, the relevant provisions were amended by the Mobile Homes (Pitch Fees) Act 2023. This changes the presumption to refer to CPI instead of RPI but does not apply to the review we are considering.

Background

8. In January 2023, the Applicant wrote to the Respondents, in the prescribed form, proposing to increase their monthly pitch fees with effect from 1 April 2023. In each case, they said the last review had been with effect from 1 April 2022.

9. The previous pitch fee was increased in each case by 13.4%, being the RPI for the 12 months to December 2022.

10. Two of the park homes, 38 Rose Crescent and 22 Midway were the subject of an application by the site owner for determination of the pitch fee for 1 April 2018. The decision in respect of this case (CAM/00KB/2018/PHN/0010) was issued on 20 November 2018. In that application various of the issues referred to in this application were also raised and the tribunal took account of the situation at that time in their decision. This is referenced in relevant paragraphs below.

Inspection

11. The tribunal inspected the park on Wednesday 31 July prior to the hearing. They were accompanied by Mr Jeremy Pearson, Operations Director for the Applicant and Mr Wood, the Applicant's solicitor and by Mrs Jeffs and Ms Taylor for the Respondents, although other members of the Respondent group also joined during the inspection.

12. The park is compact with a single access from Bedford Road. It has a large area of communal green space by the entrance and a site office adjacent. There is a road along the north boundary with two crescents and four closes running off this road which provide access to the individual pitches.

13. There are 66 homes, and most pitches appear to have a parking space. There are also a number of visitor parking spaces.

14. The park appeared to be generally well maintained although the trees along The Green bordering the green space were very tall – see paragraph 49 below.

The Hearing

15. The Applicant site owner was represented by Mr Wood, who called Mr Pearson as a witness. Mrs Knight and Mrs Jeffs represented the Respondents although individual park home owners also made submissions in respect of their individual pitch.

Submissions

16. A range of submissions and arguments were made by the parties. The Tribunal does not attempt to capture them all and it should not be assumed that the Tribunal has ignored any submissions not referenced in this decision or that it has left them out of account. This Decision seeks to focus on the key issues.

Decrease in amenity

17. Mrs Knight said that facilities at the site had been eroded over the last 30 years since Tingdene took over the park . They had included a full-time manager, gardener, and maintenance man. There had also been

an office block with attached social room and laundry/toilet facilities, garage blocks and communal parking.

18. More recently there had been a manager (Clive Borley) who attended the site two mornings a week for 3-4 hours whilst the current manager only attended once a week and managed 3 other parks. They didn't always know when he would be there. The grass was not mown every week and they had no access to the electricity meters to check individual electricity usage as the cabinets were locked.

19. Mr Pearson for the Applicant said that none of the facilities cited by Mrs Knight had been provided on the park since 2000 – which was when Tingdene had taken over the park as park operator. Mr Borley had retired in September 2023 and the new manager, who had a wealth of residential site experience, attended once a week on a Tuesday. His mobile number was publicised, and he was available in emergencies. Residents also had access to staff at head office via email, letter and telephone.

20. The grass cutting was outsourced and was cut regularly, and the park was treated for weed growth every three months.

21. Access to electric meters was not denied and residents just needed to ask to gain access to their meter. Billing was quarterly.

Discussion and Determination – decrease in amenity.

22. The tribunal explained at the hearing that any decrease in amenity needed to relate to the period since 26 May 2013, insofar as regard has not previously been had to that deterioration or decrease in a decision after that date.

23. Therefore, the tribunal has had no regard to those changes – outlined in paragraph 17, which took place prior to 2000. In respect of the more recent changes the tribunal is not persuaded that any of these, or their totality amounted to a decrease in amenity, and certainly not one which would displace the presumption of an increase in the pitch fee.

Site Licence not available and failure to respond to correspondence

24. Mrs Knight for the Respondents said that failure to display the whole site licence on the site meant that site licence conditions were only available to visiting members of the public or the park residents for a couple of hours a week when the park owner's representative was on site. They understood there was a new site licence in 2018/19 but had previous had no idea this was the case.

25. Residents wrote to the head office but seldom received a response Senior Management.

26. Mr Wood for the Applicants said that they had satisfied site licence inspections by Environmental Health. He asked the Respondents whether any of the residents had asked to see the licence and the

response was no – they hadn't. All residents had their own copy and if not, one was available on request.

27. Correspondence was dealt with by Mrs Louise Boyle who had been in post since 2007 and there had never been a policy that directors correspond with residents, although Mr Pearson would do so occasionally.

Discussion and Determination – Site Licence unavailable and failure to respond to correspondence.

28. The Respondents had previously raised their issue with failure to display the whole site licence at the previous hearing and in his decision Judge Morris said that none of the shortcomings with regard to the display or availability of Site Licence and Conditions justified the presumption regarding an increase in the pitch fee being displaced. For two of the respondent park homes at least, regard has previously been had to this matter, and there is no suggestion that the situation has deteriorated in this regard since the decision. Therefore, the tribunal does not find that it is a matter which would displace the presumption of an increase in the pitch fee and that this applies equally to all respondents' park homes. It is also not persuaded that there is any evidence of a deterioration in the handling of correspondence and even if so, that this would be of sufficient weight to constitute a decrease in the amenity.

Deterioration in Condition

29. The Respondents raised a number of issues under this heading:

    i) Poor drainage

    ii) Trees not maintained.

    iii) Moss and algae on Roads

    iv) Home in poor condition causing distress and vermin issues

    v) Cracking to bases

    vi) Fire precautions

i) Poor Drainage

30. The Respondents said that there was no drainage on the site. Whilst they accepted that sometimes excessive rain was inevitable, it often took up to two days to clear. At times the roads were impassable and access to garages was impossible. The site licence required adequate drainage, and they did not believe that the drainage was adequate. Mrs Taylor said her park home at 73 Riverview had no drainage and suffered from flooding to the road outside with water from other pitches draining into her garden and Mr Balazs at 29 Midway also complained about flooding. He had dug trenches around his property and filled them with stones to relieve flooding. Mr and Mrs Cannon at

42 Rose Crescent believed that cracking to their driveway was likely due both to poor drainage and lack of sufficient and appropriate substrate.

31. Mr Wood for the Applicant said that the site owner had dealt with flooding at the park entrance some time ago by installing a gulley, even though it wasn't their responsibility. They had dealt with one complaint at a park home which wasn't part of this appeal and had cleared the gulley out. In some cases, the installation of flags and artificial grass by residents had not helped matters.

32. Inspections by the local authority hadn't produced any requirements to improve the site. They accepted that the drainage was not ideal – its use as a residential caravan site pre-dated 1973 and the drainage system was very old. Surface water dissipated via natural aquifers and there were few but not many soakaways and drains on the site. They also accepted that standing surface water was sometimes an issue, especially after heavy rainfall. However, this had been the case throughout the period the Applicant had operated the park. There was no danger of the residents' homes being flooded as they were 21-23 inches above ground level.

33. What Mr and Mrs Cannon had said regarding their drive was new and will require investigation.

ii) Trees not maintained.

34. Respondents at 1, 2 and 3 The Green complained about the effect of the very tall trees opposite and adjacent to their properties. They said that they had now grown so tall that they blocked their light and this resulted in their roofs being covered in moss – this had happened over the last 5-6 years and the impact was clear to the tribunal on inspection. In respect of 3 The Green, Mr Mason said that the branches were hanging halfway across the house. When asked whether he had complained he responded that he hadn't as he didn't expect much joy if he did. The trees needed reducing in height which would solve much of the issue.

35. Mrs Jeffs at 38 Rose Crescent said she had similar problems with the sycamores to the rear of her property and Mrs Taylor, 73 Riverview reported issues with the trees opposite although she conceded that they were not 'fully' on Tingdene land.

36. The Applicant said that the trees were subject to a Tree Preservation Order (TPO). When deciding whether to lop or prune them the consideration was only health and safety and they operated on a L/M/H assessment of priority. They denied that trees for which they were responsible (which did not include those adjacent to 73 Riverview) were not properly maintained. They also said that the residents were aware of the trees when they signed their pitch agreements – although not necessarily the height and did not see this as a deterioration in amenity.

iii) Moss and algae on roads

37. Respondents at The Green complained of moss and algae on the road, caused by the road always being in shade due to the trees. In the winter they were like an ice rink and were too dangerous to walk on. Mrs Taylor said that the road outside 73 Riverview also got very slimy. The roads were cleared once or twice a year, but it was a bit hit and miss and not done very well.

38. The Applicant said that they commissioned Weedwise to treat the roads every 3 months. The had had one complaint from 1 The Green. They recognised there was an issue with moss and that stubborn moss needed a different application. Last year they had remedied this with the use of a new chemical solution. It was open to park home owners to ask for an on-site meeting regarding such issues but this had not happened.

iv) Home in poor condition causing distress and vermin issues

39. Residents of 38 and 42 Rose Crescent in particular were concerned about the state of 40 Rose Crescent. The home was in severe disrepair and dilapidated. A tree that had been taken down some time ago had been left in the garden and had become a magnet for rats and local cats. Cats also went under the home via a gap in the skirt and into the obsolete coal bunker on the pitch. There was also a derelict garage. The home was unsightly, did not add to the amenity of the park and devalued their homes. Residents felt that action could be taken but the site owners were not doing anything concrete about it.

40. The Applicants said that there had been issues with two homes on the park. One they had bought in although this had taken time. In respect of 40 Rose Crescent, they accepted that for more than ten years the occupier had been unable or unwilling to keep his home or pitch in a clean and tidy condition. They had written to the occupier on four occasions and had been attempting to deal with the issue (and other issues) since 2012 including county court proceedings. They were concerned if they took direct action then this might unduly disturb the resident and they may not get back any money they had spent. They had written to residents regarding measures to discourage rats and the park was adjacent to open fields and a river. The council had also attended the site in this regard.

v) Cracking to bases

41. Mr Bates at 19 Midway said that the lack of drainage had caused subsidence to the home's base resulting in cracks to the home and creaking floorboards as the jacks under the house became loose.

42. Mr Balazs at 29 Midway said that the concrete ground on which his home was situated had had many past repairs. The concrete had been cut into for access to make repairs on drains and poorly laid electric cables. There were cracks underneath the home which the landlord

claimed were superficial, but he believed the cracks would only increase.

43. Mr and Mrs Cannon at 42 Rose Crescent said that a few years ago they had brought to the site owner's attention a number of cracks in the base. Tingdene appointed contractors to make repairs but a number of new cracks had since appeared as well as the original ones spreading. They believed that towards the latter part of 2023 Tingdene's contractor inspected some or all of the bases on the park. The contractor had reported to them, as park homeowners of 42, that a number of cracks required remedial attention, but they had heard nothing further.

44. The Applicant said that they had had previously employed a specialist contractor to check bases and hadn't shirked their responsibility in this respect. In respect of 29 Midway, they had no recent reports of the concrete base being cracked and in need of repair. The base was performing the function for which it was intended. The Applicant was fully aware of its repairing obligations under Part 1 paragraph 22(c) and Mr Balazs had no reason to believe the applicant would not comply with those obligations, the same applied to 42 Rose Crescent and Mr and Mrs Cannon. In respect of what they reported on the base Mr Pearson was not aware of this issue or any recent reports on the state of the base.

vi) Fire precautions

45. The respondents were concerned that there was no firefighting equipment on the park. The previous firefighting and first aid equipment had been removed in 2018 without any consultation with residents. This had been more recently replaced by four mechanical wind-up alarm bells which residents reported could not be heard from inside the homes.

46. The Applicant said that after taking professional advice in 2018 they decided to remove the fire fighting equipment. One of the reasons for doing this was because it was considered too dangerous to expect staff or residents to use the equipment. It was replaced with a fire assembly point and rotary alarm bells with a fire action notice on each bell. The relevant authorities had been informed and the Fire Safety Inspection Officer for Bedfordshire Fire Service had approved removal. Residents had been notified in advance of the change. Annual fire risk assessments were undertaken on the park, the most recent assessment being in February 2023.

Discussion and determination – Deterioration in Condition

47. The tribunal considered all aspects of deterioration in condition raised by the Respondents and the response of the Applicants. In most regards, whilst the tribunal has some sympathy with the residents, it does not find that for most properties there is sufficient evidence to persuade the tribunal that there has been a deterioration in condition either since May 2013 or since the tribunal hearing in 2018 at which some of these issues were considered or if so sufficient deterioration to displace the assumption of an increase in the pitch fee.

48. In respect of the drainage, the Applicants accepted that the drainage was less than satisfactory and that at times of heavy rain there was standing water – although the parties differed as to how long it took to clear. There seemed to be no disagreement that this was a long-standing issue. The tribunal does not find that this constitutes a deterioration in condition of the site since the relevant date, nor, having heard the evidence and seen the photographs, does it determine that it is such a weighty factor as to displace the assumption that the pitch fee should be increased.

49. Turning to the issue with the trees and their impact on various pitches the tribunal could see the significant issue with moss on the roofs of those park homes on The Green and the shade thrown by the height of the trees and its likely effect on the growth of moss and algae on the road surface. It accepts that the Applicant treats the road surface but, in its unwillingness to take any action with the trees it is only partly dealing with the issue. Whilst there may be TPO's on the trees this does not mean that they cannot be pruned or lopped, only that permission must be sought before taking such action. Equally whilst the trees will have been there for a long time it is clear that they will have grown over recent years and created or exacerbated the issue. The tribunal finds that the over tall trees do constitute a deterioration in condition for 1-3 The Green and displace the assumption of the increase in pitch fee of the magnitude as set out in the pitch fee increase notice.

50. Whilst the tribunal appreciates the position of 73 Riverview, given that the adjacent trees are not on land owned by the Applicant the tribunal does not find that the same applies here.

51. In respect of moss and algae, the adjustment made to reflect the trees encompasses the issue with moss and algae and no additional adjustment has been made, nor any adjustment in respect of 73 Riverview.

52. The tribunal inspected the site and appreciated the concerns likely to be raised for the residents of the park by the unkempt nature of the home and pitch at 40 Rose Crescent. The Applicants suggest they are doing what they can, but the situation appears to have existed for some time. However, it would appear to have deteriorated over recent years – it was not mentioned in the decision in respect of 38 Rose Crescent in 2018. The pitch for 40 Rose Crescent constitutes land controlled by the

owner and they are the only party who are able to take action under the written statement to seek to enforce the requirement of that occupier to maintain their pitch and/or to comply with the park rules.

53. The tribunal does not find however that the impact on all park homes is equal, nor that in most cases the deterioration in condition is such as to displace the assumption of the increase in pitch fee of the magnitude as set out in the pitch fee increase notice. It does find however that this is the case in respect of the two adjacent properties – 38 Rose Crescent and 42 Rose Crescent which are most severely affected by the issue.

54. Several park home owners mentioned cracking to the base of their property and in one case (42 Rose Crescent) the Applicant had previously undertaken work to the base. The tribunal did inspect the pitches of those mobile homes but in the absence of any expert evidence that there were current structural issues with any or all of the bases it does not find that this amounts to a decrease in condition. The tribunal would however encourage those park home owners who have concerns to raise them with the site owner.

55. Finally in this category, the issue of removal of fire fighting equipment was dealt with in the November 2018 decision when the tribunal determined that in the absence of evidence to the country the fire arrangements were presumed to be in accordance with the advice given by the independent fire risk assessor and that the new arrangement did not amount to a loss of amenity to justify the displacement of the presumption. The only change since them appears to be the replacement of the powered fire bells with mechanical alternatives, an insubstantial change which would not alter this tribunal's view.

Water charges

56. The Respondents in their core submission relevant to all respondents in the case raised the issue of the dual treatment of payment for water. They understood that some respondents had the charge included in their pitch fee whilst others paid separately. They believed that where it was included in the pitch fee the water charge was also subject to an increase of 13.4% when Anglian Water did not impose an increase of more than 7.5% and they questioned the legality of this.

57. Mr Pearson said that the 66 residents fell into two camps. For 24 water was not included in their pitch fee and they paid separately for water and sewerage. For 42 homes, whilst the agreement allowed water to be billed separately, this had never been done and the charge for sewerage was capped at no more than £100 per annum. This was a historic situation and some years ago they had written to park home owners and offered an incentive to owners selling their home so that the new owner would pay for water and sewerage. In relation to the Respondents, 6 were not charged separately for water and 6 were. No home had an increase of 13.4% on what they paid for water as no home effectively had a charge for water included in the pitch fee.

58. The tribunal does not find that the arrangements fall for consideration as part of the determination of the pitch fee but hopes that this has provided some clarity over a long-standing issue.

RPI/CPI at a time of high inflation

59. The Applicant said the RPI increase that they had applied was the December 2022 RPI of 13.4%.

60. The tribunal's directions had flagged up the change to CPI for pitch fee review notices from 2 July 2023 and asked for both parties to address any arguments about the appropriate measure in their statement of case, together with any other evidence in support of the amount claimed.

61. The Applicant argued that the presumption in this application was RPI and that CPI was not a factor that the tribunal may have particular regard under the provisions of Schedule 1 Part 1 paragraph 18 of the Act.

62. To determine whether in any specific case which is the better measure of inflation RPI or CPI and analysis of the respective effects of inflationary price rises for both the company and the respondents would be required. Arguably the parties would have to produce detailed financial reports supported by documentary evidence of their income and outgoings over the base year (in this case the year to the publication by the ONS of the December 2022 inflation figures) or other such. As the tribunal directed

63. They cited in support the paragraph 64 of the UT decision in *Vyse v Wyldecrest Parks Management Limited* (2017)

64. They said that the increase in some of the company's expenses far exceeded RPI and CPI over the past couple of years – utility costs had doubled as had contractor's costs for fuel. Raw materials had increased with wood up 33% and steel 200%. Staff salaries had increased by 15%

65. The Applicant had effectively frozen its real income over the years from 2012 – 2021 and indeed before, by accepting the (low) statutory assumption of RPI .

66. The Respondents in their submission objected to the 13.4% increase and asked how this could be justified when the pension increase was only 3.5% and utility bills were increasing at an alarming rate. Some site owners had recognised the change from RPI to CPI and instituted it this year. They also stated that whilst the full RPI figure may be used it was a maximum and some site owners had only charged around 5%. In Portsmouth the council had applied an increase of only 6% to their mobile home sites .

67. They were not arguing for RPI or CPI but for 6% which they believed was reasonable.

Determination – RPI/CPI increase

68. We consider that it is reasonable for the pitch fees to be increased, but only in line with CPI over the relevant period. This figure is 10.5%. It was not said, and we are not satisfied that the Applicant's total relevant costs increased by more than CPI or that there are any other reasons why the relevant pitch fees should be increased above CPI inflation.

69. Accordingly, for a period of unusually high inflation, we consider it unreasonable to increase these pitch fees in line with RPI, which is unreliable and/or (as noted by the ONS in their guidance) tends to overstate inflation.

70. It seems to us that this determination is within the "limit" of the presumption in paragraph 20(A1) of a change by "no more than" the change in RPI, as noted above. However, if we are wrong about that, we consider that the exceptional circumstances (not encountered since paragraph 20(A1) was added) of such high inflation, of which RPI is not a reliable measure and/or is likely to have been overstating that very high inflation, are sufficient to rebut (outweigh) the presumption.

59) Rather than adopt a random percentage the Tribunal believes that it is reasonable to start its decision-making process with CPI, which reflects a more normal level of inflation and then make any adjustments for other weighty factors – namely any loss of amenity and condition of the site.

71. Accordingly, we determine that all the pitch fees, bar those mentioned below should be increased, but only in line with the CPI increase over the relevant period.

72. In respect of 1-3 The Green , to reflect the deterioration in condition as set out in paragraph 49 above the tribunal finds that the increase should be limited to 80% of the CPI (8.4%) increase over the relevant period

73. In respect of 38 and 42 Rose Crescent to reflect the deterioration in condition as set out in paragraphs 52 and 53 above the tribunal finds that the increase should be limited to 85% of the CPI (8.9%) increase over the relevant period

74. The new pitch fees are payable with effect from 1 April 2023 but an occupier shall not be treated as being in arrears until the 28th day after the date of this decision (paragraph 17 of the Implied Terms).

Mary Hardman FRICS IRRV(Hons) 2 February 2024

Schedule 1

Respondent	Address	2022	Proposed	Determined
Mr Savage	17 Midway	£2,275.56	£2,580.48	£2,514.49
Mr R A Bates	19 Midway	£2,275.56	£2,580.48	£2,514.49
Mrs Knight	22 Midway	£2,492.64	£2,826.60	£2,754.37
Mr Balazs	29 Midway	£2,171.40	£2,462.28	£2,399.40
Mrs Taylor	73 Riverview	£2,276.28	£2,581.20	£2,515.29
Mr and Mrs Maynard	1 The Green	£2,276.28	£2,581.20	£2,469.76
Mr and Mrs Oxley	2 The Green	£2,276.28	£2,581.20	£2,469.76
Mr and Mrs Mason	3 The Green	£2,635.32	£2,988.36	£2,856.69
Mr Lovell and Mrs Jeffs	38 Rose Crescent	£2,001.24	£2,269.32	£2,179.35
Mr and Mrs Cannon	42 Rose Crescent	£2,275.56	£2,580.48	£2,478.08
Mr Black	47 Rose Crescent	£1,840.56	£2,087.16	£2,033.82

Rights of appeal

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).