FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**CAM/33UB/PHI/2023/0142 & 0145**
Site	:	**Redhill Park/Court, Watton Norfolk IP25 6RE**
Applicant	:	**AR (Redhill) Limited**
Representative	:	**IBB Law LLP**
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)	:	**Judge David Wyatt** **Mrs E Flint DMS FRICS**
Date	:	**20 May 2024**

DECISION

Decisions of the tribunal

(1) 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 the relevant date in 2023 are as set out in the last column (headed "**Determined**") of the relevant table at Schedule 1 to this decision.

(2) The Applicant shall send copies of this decision to the Respondents as soon as possible.

Reasons

1. Redhill Residential Park Limited ("**RRPL**") 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 38 specified

park homes on the site with effect from a review date of 1 April 2023. Two of these applications were then withdrawn, including one in relation to No.88. RRPL later made a new application in respect of No.88 to determine the pitch fee payable with effect from the later review date of 8 May 2023.

2. On 30 November 2023, a procedural Judge gave case management directions. 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. Respondents who wished to 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 application for No.88 was made directly by RRPL, not initially through IBB Law, and made no reference to the earlier applications. As a result, a different procedural Chair gave separate case management directions for that application on 20 December 2023, unaware of the earlier applications.

3. On 17 January 2024, I reviewed these matters and noted that it appeared RRPL was in administration. I gave further directions requiring clarification of the position and, subject to that, replacement clearer case documents for all the remaining cases to be considered together, an inspection and a hearing. On 24 January 2024, following an explanation from IBB Law, I directed that the Applicant was substituted for RRPL as the new site operator party to these proceedings.

4. On 23 April 2024, this tribunal reviewed the bundle prepared by the Applicant and inspected the property. We consented to the withdrawal of the case in relation to No.57 (having been informed that agreement had been reached with the relevant occupiers). We gave further directions requiring the Applicant to produce an electronic bundle of missing documents immediately. We pointed out that the parties might wish to consider and make submissions at the hearing about the Office for National Statistics ("**ONS**") dataset for RPI/CPI and the guidance published by the ONS in 2018, available at the following link: https://www.ons.gov.uk/economy/inflationandpriceindices/articles/shortcomingsoftheretailpricesindexasameasureofinflation/2018-03-08. The Applicant produced a replacement bundle as directed.

5. At the video hearing on 24 April 2024, the Applicant was represented by their solicitor, John Clement, assisted by Abdullah Suker, of IBB Law. The Applicant's operations director, Sharon Reach, attended to answer questions. Lorraine Golding (who lives at the site) represented the occupiers of 26 of the remaining 36 park homes the subject of these proceedings (Nos. 12A, 15, 23, 25, 27, 31, 32, 33, 36, 63, 66, 67, 68, 69, 70, 75, 77, 83, 84, 85, 86, 87, 89, 90, 105 and 175). Mr and Mrs Hill of No.77 had not previously nominated Mrs Golding as their representative,

but Mr Hill attended the hearing with Mrs Golding and confirmed she was representing them. All these Respondents had responded to object to the proposed increase. Some had produced their own case documents in addition to those from Mrs Golding.

6. Mrs Ruggles of No.88 attended by telephone and represented herself. She had not previously responded, but confirmed she objected to the proposed increase. Mr Clement was not opposed to us treating Mrs Ruggles as disputing the proposed increase on the same grounds as the Respondents represented by Mrs Golding. Having considered the submissions made by Mrs Ruggles at the hearing, we do so.

7. The Applicant confirmed that the remaining nine Respondents (Nos. 10, 26, 59, 60, 64, 79, 82, 91 and 103) had not responded to oppose the proposed increase in their pitch fees. Mr Clement submitted that accordingly their pitch fees should change to those proposed by the Applicant. In cases where a lack of response can fairly be treated as indicating there is no dispute, that approach may be appropriate. However, given our findings below, we are not satisfied it is here. As we noted at the hearing, it appears one is deceased and we had no information about this. As Mr Clement rightly accepted, we still have to follow the relevant Implied Terms, as summarised below. So we have to consider whether it is reasonable for the fees to change and if so determine the new fees, having particular regard to specified matters. Further, the tribunal directions raised the issue of whether the CPI was more appropriate than the RPI, so occupiers may have considered it unnecessary to respond to point out the same issue themselves, and all Respondents were notified that we would inspect the site.

Pitch fees - law

8. It appears that, as the Respondents said, there have been several changes of operator over the years. The Applicant had been unable to find copies of any of the pitch agreements. It accepted that the Mobile Homes Act 1983 applied to all of them and that so, accordingly, did the Implied Terms.

9. 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.

10. 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 Applicant said that the pitch fee included sewerage services. Some of the Respondents said that it also included supply of water.

11. 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).

12. Paragraphs 18 to 20 of the Implied Terms are reproduced at Schedule 2 to this decision. 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.*"

13. 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 reviews we are considering.

Background

14. On inspection, there is no immediate site entrance area. Access from the public road (Town Green Road) is straight into a modest concrete site road (a very small section, adjoining the public road, has been resurfaced with tarmac). This serves as the main accessway for the site. Half-way down the original/earlier part of the site, the road surface changes from concrete to tarmac, opposite a notice board and side access to Redhill Lane, a track which runs beside and below the site. There, the access road continues but also branches right leading to the newly developed part of the site. That development was completed or largely completed in 2021, roughly doubling the size of the site. It installed roads, pitch bases and services in a large area (we were told this was previously a field) adjoining and accessed through the original/earlier part of the site.

15. In the original/earlier site, the area nearest the public road has concrete site roads and the densest housing. The area behind it has tarmac roads and better spaced housing, with some garden/amenity areas. On the newly developed area, a sales office and a few new park homes have been stationed. Apparently further works are required by the relevant planning consent, to provide a path and/or other matters, before any more homes can be stationed there.

16. It appears that, for the previous pitch fee review with effect from 1 April 2022, RRPL proposed an increase of 4%. An increase in line with the RPI would have been 7.8% or more. Mr Clement said this 4% increase had been agreed by all the occupiers except those of No.77, who had raised a dispute about matters relating to their pitch, so their pitch fee had remained at the 2021 figure. The Applicant did not know whether RRPL's proposal to increase from 1 April 2022 by about half of the RPI increase over the relevant period had taken into account higher rates of inflation, nuisance caused by the development work, or anything else. They produced copies of the relevant proposal letters, which give no explanation.

17. We were informed that, on 24 February 2023, RRPL wrote to the original Respondents, with the prescribed form, proposing to increase their monthly pitch fees with effect from 1 April 2023 in line with the RPI, to the amount in the column headed "Proposed" in the relevant table at Schedule 1 to this decision. These were based on the figures said to have been agreed for 2022 except for No.77, which was based on the 2021 figure. On 31 March 2023, RRPL wrote similarly to Mrs Ruggles, proposing to increase her monthly pitch fees with effect from 8 May 2023 from and to the amounts set out in the relevant table at Schedule 1.

18. In September 2023, the entire site (the original site and the new development) was transferred to the Applicant (then named Ambassador Royale 5 Limited) for a declared price of over £10m. On 22 December 2023, Breckland Council granted a site licence for the Applicant for the site (described as "Redhill Court") for use as a residential caravan site, subject to specified conditions, for not more than 150 caravans.

19. Mrs Golding raised a late query, suggesting that the claimed review dates were wrong, but had not produced copies of any pitch agreements and when describing her own agreement at the hearing referred only to the date this had been assigned to her. As discussed at the hearing, it seems likely that occupiers have mistakenly become concerned about the dates agreements were signed rather than review dates, which are normally kept consistent under the terms of such agreements. In the absence of any evidence to the contrary and since it was not disputed that almost all the relevant occupiers had agreed the previous proposed pitch fees to take effect from 1 April 2022, we are not satisfied that the relevant review dates were anything other than 1 April (or 8 May for No.88).

RPI/CPI at a time of unusually high inflation

20. The occupiers of No.68 had said the starting point should be the CPI, not the RPI. The occupiers of No.77 had pointed out that the state pension had only increased in line with CPI. They had (for themselves) proposed an increase of 5%, which they said was in line with council tax increases. Mrs Golding had argued in written submissions on 19 April 2024 that the RPI figure was driven by the crisis of Russia invading Ukraine and the average annual RPI change over the preceding 10 years was 3.23%.

21. We had referred the parties to the CPI/RPI dataset published by the ONS, which does show low annual changes (with correspondingly modest differences between CPI and RPI) for many years until the latter part of 2021, when both indices began to increase rapidly. We noted that, as explained in the materials referred to earlier, the RPI was no longer used by the ONS as a national statistic (or an official measure of inflation). By 2018, the ONS had published their guidance warning that the RPI was not a reliable measure of, and tended to overstate, inflation. We asked for submissions about whether, given all this, pitch fees should increase in line with the CPI, as a better measure of inflation, for this period of high inflation.

22. It was agreed that the relevant changes in the indices published in the relevant months were:

    (a) for No.88, 13.8% RPI and 10.4% CPI for February 2023 as published in March 2023; and

    (b) for the other Respondents, 13.4% RPI and 10.1 CPI for January 2023, as published in February 2023.

23. Mr Clement pointed out that the change by the 2023 Act of the presumption (in paragraph 20 of the Implied Terms) to refer to the CPI could have, but had not, been made retrospective. He agreed we could have regard to matters prior to the review period and acknowledged the relevant factors were not limited to those in paragraph 18; we can take the above matters into consideration. However, he emphasised that because they were outside the categories specified in paragraph 18 we had to be satisfied that they were of significant weight to displace the presumption.

24. We asked why an increase in line with the CPI would not be within the presumption of a change "*no more than*" the change in the RPI. Mr Clement referred to Vyse v Wyldecrest Parks (Management) Limited [2017] UKUT 24 (LC) at [57] and [64]. This notes the composite nature of the pitch fee, including administration costs not all of which will increase or decrease every year. The mere fact that a cost is unchanged will not be enough to displace the presumption and some costs will have increased. The purpose of the presumption was that the tribunal should generally not be engaged in a forensic examination of costs. Mr Clement accepted that the majority of the occupiers would be receiving the state pension which had increased in line with the CPI, as the highest element in the triple lock. He argued that an increase in line with the RPI would still be proportionate. He submitted that if we decided the CPI was a more reasonable measure, that would be cost neutral (since it matched the state pension), so we should increase by no less than the CPI.

25. In our assessment, for this period of unusually high inflation it is not reasonable to increase these pitch fees in line with RPI, which is unreliable and/or tends to overstate inflation. There was no suggestion that operator costs had increased by more than the increase in the CPI. The observations in Vyse were made in the context of arguments about whether the presumption had been displaced when there had been no real increase in a modest site licence fee payable by the operator. The Upper Tribunal commented that the application of the RPI is straightforward and provides certainty where costs of pitch fee litigation may be disproportionate to the sums in dispute [57] and the whole point of the legislative framework is to avoid examination of individual costs to the owner unless the presumption is displaced [64]. We consider that application of the CPI for this period would achieve this purpose and is the reasonable approach. This is about the value of money, or prices. The CPI has been the basic ONS measure of inflation for many years. Given the matters noted above, we consider it the reasonable index to use for this period, subject to any (or any other) factors which may displace (outweigh) the presumption, as explained below.

Paragraph 18 factors

26. At the hearing, Mr Clement confirmed this will be the first tribunal determination for this site about pitch fees. It was the Applicant's case that there had been no deterioration. It was not their case that there had been any regard to any relevant deterioration, decrease or reduction (for the purposes of paragraph 18 of the Implied Terms) in any determination of pitch fees since the relevant date (26 May) in 2013.

27. The Respondents had made various complaints about a lack of maintenance of the site, particularly the roads, and failures to repair damage said to have been caused by the development. The occupiers of No.89 said nothing had been done since they moved to the site in 2010; on inspection there have obviously been some patch repairs over time. Mrs Ruggles said she had lived on the site for 15 years and only potholes and the like had been repaired. As Mrs Golding pointed out, the

condition of the roads is particularly important to the generally elderly residents, many of whom use mobility aids. The site has no (or hardly any) footpaths, so people have to walk on the site roads.

28. The Applicant gave a general description of maintenance resources, but no real evidence about this or any useful evidence of previous condition, only undated photographs showing some road repairs being carried out. Ms Reach could not answer questions about this and she had only been involved since 2022. We do not accept the submissions from Mr Clement that the Respondents have failed to prove deterioration because historical photographs have not been produced, or that what we saw on inspection were imperfections (rather than failures to maintain or deterioration).

29. As we pointed out at the hearing, it was obvious on inspection that the concrete site roads in the area nearest the public road have deteriorated. These appear largely to be the original roads, with some edges and patches which have been cut and repaired. The surface has worn irregularly (as concrete mixed with relatively coarse aggregates will) over a long period of time, as have joints between sections and speed ramps. Normal wear may have been aggravated by surface water draining over the access road, as the Respondents said. Similarly, the section of tarmac road leading from the concrete main access road to the new development had repairs where it had been cut to lay services to the new development and damage from wear and tear, including patch repairs which have deteriorated. We accept the evidence of the Respondents that vehicles working on the development probably caused increased wear when using and turning on these access roads. On the balance of probabilities these roads, and particularly the main access roads which inevitably have to deal with more traffic and turning, have deteriorated significantly from their condition since the latter part of 2013.

30. The Applicants also alleged subsidence. Their main allegation was that the earth banks along the ditches adjacent to Butler Farm, at the lower end of the site, were collapsing into the ditches, causing garden surfaces to become unstable and risking injury. On inspection, we noted that a ditch runs beside and below the original/earlier site, between it and Redhill Lane, apparently leading to a lake or pond below the new development. The ditch becomes deeper towards the rear of the site and has in some sections (often those beside the newer park homes) been replaced with a pipe and filled in. Particularly at the lower end of the site, where the drop is greater, the edges of some pitches have obviously collapsed (at least slightly) over time, with paving material uneven and some smaller items having fallen down the bank. However, when we asked about this at the hearing, Mrs Golding confirmed that the homes said to be affected are Nos. 53, 54, 52, 51, 50 and 49. We understand the natural tendency to raise in any proceedings any issues people are concerned about, but the tribunal has not been asked to determine the pitch fees for those homes. The Applicant is encouraged to liaise with the relevant occupiers about these matters, as part of their wider review noted below, to avoid disputes in future.

31. The Respondents also sought to make more general allegations about subsidence/heave. The Applicant had written to occupiers earlier this month saying they were aware of complaints about subsidence, had in recent months been looking into the infrastructure and discussing with experts what works may be required, and intended to address this in the autumn. The Respondents also alleged problems with sewage and drainage pipes, saying waste was backing up into shower trays and toilets, and surface water drainage problems. Mrs Golding told us that a firm called Deantech had inspected the drains with cameras for a previous operator about five years ago, but had not been prepared to provide a copy of their report. The Applicant said sewage tanks were emptied regularly and they had no records of this problem being raised with them or with the local authority. If these problems are being experienced, they might be connected to any subsidence and/or the likely need to work on the foul and surface water drainage of the site to maintain adequate drainage given the additional demand for or any surface run-off from the new development. Various allegations were also made of damage said to have been caused to pitches by vibration from development vehicles travelling and turning on the roads. For example, the occupiers of No.63 had alleged cracking (said to have been caused by heavy vehicles from the development) in a rear surrounding wall. We had no real particulars of or evidence about this. On inspection, we understood the occupiers were referring to a wall underneath their home and we were shown cracks, but on the information provided we would be speculating about the cause(s). The occupiers of No.105 made a similar allegation, saying the operator had agreed to check the base under their home but had not.

32. We do not have adequate evidence of any of these alleged issues and cannot make a useful assessment based on our inspection. The allegations seem understandably to be based on speculation about the causes of problems which occupiers are seeing. Accordingly, we should not seek to take them into account for the purposes of these proceedings. That will not preclude any such matters being taken into account on future pitch fee review(s). It will clearly be important for the Applicant to investigate these matters and address any problems, as they said they would. All the parties are encouraged to communicate with each other. The Respondents may find it helpful to take photographs of any problems as they occur and send them to the Applicant with a clear written explanation, keeping copies for their own records.

33. Similarly, we are not satisfied that we have sufficient evidence to fairly assess or take into account the other matters alleged by the Respondents for the purposes of this pitch fee review, for the reasons outlined below. This is not an exhaustive summary, but aims to explain the main points.

34. There were complaints about surface water washing away the bases of driveways/block paving, but insufficient evidence about this. The occupiers of No.23 and No.105 complained of noise, vibration and dust from traffic for the development over a period of 18 months, but that development appears to have been completed in 2021 and was followed

by the pitch fee agreed for 2022. The occupiers of No.36 complained of a boundary post said to have been damaged and damaged block paving; on inspection, only a small leaning wooden post was obvious. The occupiers of No. 63 were unhappy about park rules not being enforced to require neighbours to maintain their pitches, but no striking impression was made on inspection. There were complaints about and photographs of rats, but as Mr Clement said this is a rural location and there is no evidence of a rodent problem which is not being addressed. Again, Respondents may wish to report any problems to the Applicant in writing and keep copies of their correspondence. There were references to an electrical installation, but Mrs Golding fairly accepted that while there had been concerns about safety it was understood this complied with the relevant legislation. The Applicant said their EICR (electrical installation condition report) had been satisfied. There was a suggestion of intimidating calls to two homeowners seeking to persuade them to agree pitch fees, but no evidence about this. The occupiers of No.75 said unspecified areas for visitor parking had been taken to station two more homes in the (67-87) area of the site, but gave no details or evidence. The site has relatively limited provision for visitor parking, but most of the homes appear to have some parking space on their pitches and the site has some small, and one larger, visitor parking areas. The occupiers of No.90 complained of loose manhole covers and said one had collapsed dangerously, but we had no real evidence about this and no real problems were obvious to us on inspection. The occupiers of No.105 said that a previous operator had promised to pipe and fill the ditch beside their pitch; they may wish to take this up with the Applicant.

35. The occupiers of No.77 had been unhappy about failures properly to compensate for damage caused to their pitch by the development and an attempt to treat the previous pitch fee as agreed when it had not been, but that and a modest compensation payment had since been resolved. If they consider replacement fence panels still need to be provided or paid for because they were in fact damaged rather than rotten, they should liaise with the Applicant about that. We do not have sufficient evidence to assess their allegations for the purposes of the pitch fee review.

Conclusion

36. In our assessment, the condition of the roads on the original/earlier parts of the site, particularly the main access roads, has deteriorated significantly since 2013. We do not consider it appropriate to attempt to allocate the impact differently between the relevant homes. This is not an enormous site. Those living on the main access roads are more directly affected by the condition of those roads, but the deterioration affects all the occupiers because they and their visitors use these roads to enter the site and access their homes and the local area, with and without vehicles.

37. In the circumstances and in the context of the Implied Terms and high inflation over the relevant period, we consider that it is reasonable for

the pitch fees to be increased but we determine that they should only be increased by 70% of the relevant CPI increase (which is 7.28% for No.88 and 7.07% for the other Respondents) to reflect the deterioration in the site access roads. In each case, that is just over 52% of the relevant RPI increase.

38. It seems to us that this determination is within the "*limit*" of the presumption in paragraph 20(A1) of a change "*no more than*" the change in the RPI, as noted above. However, if we are wrong about that (i.e. the presumption is, despite the wording of the Implied Terms, an increase in line with the RPI), we consider that the deterioration in the condition of the site roads and the exceptional circumstances (not encountered since paragraph 20(A1) was added) of such high inflation, of which the RPI is not a reliable measure and/or is likely to have been overstating that very high inflation, make it unreasonable to increase in line with the RPI. To put it another way, those factors are sufficiently weighty to displace (outweigh) the presumption.

39. The new pitch fee is payable with effect from the specified date 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).

Name: Judge David Wyatt **Date:** 20 May 2024

Schedule 1

Part 1 – monthly pitch fees payable from 1 April 2023

Respondent	**Address (No.)**	**2022**	**Proposed**	**Determined**
Terence Lees	75	£235.08	£266.58	£251.70
Susan Hubbard	60	£154.81	£175.55	£165.76
Dudley Cox	69	£168.52	£191.10	£180.43
Robinson Knights	87	£204.62	£232.04	£219.09
Carter	83	£211.63	£239.99	£226.59
Linda & Colin Benton	68	£242.61	£275.12	£259.76
Toni & Pam Boniface	91	£261.35	£296.37	£279.83
Ron & Joan Dodd	67	£233.28	£264.54	£249.77
Trevor Bean	32	£226.04	£256.33	£242.02
Jenny Gardener	86	£226.04	£256.33	£242.02

Personal representatives of the estate of Rita E Gray	59	£151.07	£171.31	£161.75
Maureen Hicks	12A	£118.14	£133.97	£126.49
Donald & Denise Hill	77	£226.04	£256.33	£242.02
Alan & Stephanie Hubble	63	£153.68	£174.27	£164.54
David & Jenny Miller	84	£235.08	£266.58	£251.70
Janet & John Parent	85	£235.08	£266.58	£251.70
Gill Pignot	27	£141.50	£160.46	£151.50
Steven & Julie Schofield	105	£220.94	£250.55	£236.56
Malcolm Scott & Ann Sidney	23	£222.48	£252.29	£238.21
Barbara Sim	31	£120.74	£136.92	£129.28
Colin Smith & Pippa Lawson Smith	90	£180.83	£205.06	£193.61
Joan & Margaret Snelson	175	£198.85	£225.50	£212.91
Graham & Arnold Tubby	89	£241.50	£273.86	£258.57
Shirley Waite	15	£134.65	£152.69	£144.17
Norman & Sylvia Watkins	103	£220.94	£250.55	£236.56
Christine Woods & Stephen Compton	25	£235.08	£266.58	£251.70
John Eames	10	£129.47	£146.82	£138.62
Mark & Caroline Williams	70	£142.52	£161.62	£152.60
Helen Letch	36	£135.32	£153.45	£144.89
Thomas Hooper	26	£140.37	£159.18	£150.29

S J Titman	64	£155.90	£176.79	£166.92
Keith Churcher	66	£147.35	£167.09	£157.77
Kenneth Boughen	79	£235.08	£267.52	£251.70
Mr & Mrs Podmore	82	£235.08	£267.52	£251.70
Mr Alan Webb	33	£140.11	£158.88	£150.02

Part 2 - monthly pitch fees payable from 8 May 2023

Respondent	Address (No.)	2022	Proposed	Determined
Mrs Linda Ruggles	88	£147.76	£168.15	£158.52

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

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).