FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	:	**CAM/34UH/PHI/2023/ 0114, 0116, 0117, 0119-0123,**
Site	:	**Wilby Park, Main Road, Wilby, Northants NN8 2UL**
Park home addresses	:	**See table attached**
Applicant	:	**Wyldecrest Parks (Management) Ltd**
Respondents	:	**The owners of the park homes identified above**
Type of application(s)	:	**Application(s) under the Mobile Homes Act 1983 (the "Act") to determine pitch fee(s)**
Tribunal	:	**Regional Surveyor Mary Hardman** **Regional Judge Ruth Wayte**
Date	:	**11 April 2024 amended 26 June 2024**

DECISION pursuant to Rules 51 and 53 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Rules")

The decision of the Tribunal dated 11 April 2024 ("the Decision") is reviewed following a request for review by the Applicant and amended by the insertion of
(1) new paragraphs 5, 6,7, 55 and 57 (part)
(2) Removal of the reference in the case reference above to CAM/34UH/PHI/2023/0112 –this relates to 19 Wilby Park which was withdrawn prior to the hearing.

For clarity none of the amendments apply to CAM/34UH/PHI/2023/0114 – 57 Wilby Park.

The amended Decision is as follows:

Decision of the tribunal

With the exception of number 57 Wilby Park, 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.

For the reasons given, the tribunal does not consider it reasonable for the pitch fee of 57 Wilby Park to be changed for this review period.

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 28 November 2023, Judge Wayte gave case management directions in relation to each pitch. 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.

3. A hearing for an appeal under section 7 of the Caravan Sites and Control of Development Act 1960 (as amended) in respect of the site was heard on 11 and 12 March 2024. An inspection by the tribunal took place prior to this on the morning of 11 March, which incorporated that appeal, an application under the Mobile Homes Act 1983 (the "Act") Section 4 – to determine any question arising under the Act or an agreement to which it applies in respect of 57 Wilby Park, (CAM/34UH/PHC/2023/0011) and these applications.

4. The applicants did not request a separate hearing in respect of the pitch fees although the tribunal heard evidence in relation to the pitch fee for number 57 at the hearing in respect of their application to determine any question arising under the Act.

Application for Review of Decision

5. The grounds on which the Applicant requested a review of the decision were :

i) By determining that it was appropriate to displace the RPI increase for a CPI increase '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 tends to overstate inflation' the Tribunal erred in law.

The implied terms of the Mobile Homes Act state at paragraph 20 that there is a presumption that the pitch fees shall increase by a percentage which is no more than any percentage increase in the RPI calculated by reference to the latest index (applicants emphasis)

The Tribunal has no jurisdiction to determine that the index that shall be used is unreliable and/or unusually high and to therefore reduce it to an alternative lower index; in this case CPI which in accordance with the Mobile Homes (Pitch Fees Act 2023) has replaced RPI from (sic) pitch free reviews served from 2 July 2020.

Similarly if the CPI was unusually low in particularly it would not be the case that it could be increased by RPI in that year

In challenging the index used the tribunal has acted ultra vires.

In accordance with Rule 53, the tribunal is asked to consider the overriding objective in Rule 3 to review the decision in accordance with Rule 55 and to find the correct index is RPI as there is a reasonable prospect of success at appeal.

The respondents have made no submissions regards this point and would be ill equipped to respond to an Upper Tribunal appeal without legal representation and the exposure to costs and fees involved.

In the alternative the tribunal is asked permission to appeal to the upper tribunal

In order to fully consider the request by the Applicant for a review of the decision, the tribunal wrote to all parties on seeking representations in respect of the following:

i) Whether pitch fees should increase in line with CPI, as a better measure of inflation, for this period of high inflation, particularly in view of the current Office for National Statistics ("ONS") dataset for RPI/CPI, which shows low annual changes (and so modest differences between RPI and CPI) for many years until late 2021, and the guidance

published by the ONS in 2018, available at the following link, appearing to warn that RPI is not a reliable measure of and tends to overstate inflation - www.ons.gov.uk/economy/inflationandpriceindices/articles/shortcomingsoftheretailpricesindexasameasureofinflation/2018-03-08

ii) If the tribunal is wrong in its adoption of CPI whether the decision at paragraph 53 in respect of all respondents apart from 57 Wilby Park – which equates to 60% of the January RPI is the right result.

6. The Applicant responded on 17 June 2024 saying

In respect of the decision that RPI should be displaced in favour of CPI

i.) In doing this, the Tribunal has erred in law. The Implied Terms state that "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" On 2nd July 2023, The Mobile Homes Pitch Fee Act 2023 came into force which changed the index used from RPI to CPI. If the Tribunal were able to adopt whichever index it wanted to use at any time depending on how high or low the index was in a particular year, then there would have been no need for this legislation to be passed.

In respect of the decision that the increase should be limited to 80% (of CPI)

iii) At paragraph 53 of the decision 11th April 2024 the "Tribunal decided to reflect the loss of amenity and condition of the site described above, the increase should be limited to 80%" - This was following a detailed assessment. Therefore, as the Tribunal is wrong in its adoption of the CPI index, the correct decision is decision at paragraph 53 in respect of all respondents apart from 57 Wilby Park – which equates to 80% of the January RPI is the right result. To now simply change this to 60% of RPI retrospectively because the Tribunal had erred in point 1 would not be just or equitable.

7. No response was received from the respondents.

Pitch fees - law

8. 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. Similarly, the express terms of the relevant pitch agreements require the owner to maintain such parts of the park in a good state of repair and condition.

9. 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 or dedicated parking bays is payable in addition to the pitch fee.

10. 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).

11. In *Wyldecrest Parks (Management) Ltd v Whiteley and others* and *Wyldecrest Parks (Management) Ltd v Alves and others* [2024] UKUT 55 the Deputy President set out the legislation regarding pitch fees and said,

> 17. *Paragraphs 18, 19 and 20 of Schedule 2 explain what is to be taken into account in determining a new pitch fee. These provide the only guidance to the FTT on what it is to do if, having received an application from an owner or occupier, it considers it is reasonable for the pitch fee to be changed. Unfortunately, they are not as informative as they might have been.*
>
> 18. *Omitting irrelevant parts, paragraph 18 now says this:*
>
> *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 appropriate judicial body, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;*
>
> *(aa) in the case of a protected site in England, 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 subparagraph.

(ab) in the case of a protected site in England, 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 subparagraph);

(b) [Wales];

(ba) in the case of a protected site in England, 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

(c) [Wales]

(1A) But, in the case of a pitch in England, 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) [calculating a majority of the occupiers]

(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. Paragraph 18 came into force in its current form on 26 May 2013. In summary, therefore, on a pitch fee review in England, "particular regard" is to be had to three matters: (1) sums expended by the owner on improvements since the last review date; (2) any deterioration in the condition, and any decrease in the amenity, of the site or adjoining land occupied or controlled by the owner since 2013 "in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph"; (3) any reduction in, or deterioration in the quality of, services supplied by the owner since 26 May 2013 to which regard has not previously been had; and (4) any direct effect of legislation which has come into force since the last review date on the costs payable by the owner on the maintenance or management of the site.

20. Paragraph 19 then identifies certain costs which may not be taken into account in determining a new pitch fee (including costs of expanding the site or obtaining a site licence).

21. Finally, paragraph 20 trumps all the complexity that has gone before by creating a statutory presumption, as follows:

(A1) In the case of a protected site in England, 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—

12. (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 reference in paragraph 20(A1) to the retail prices index was changed to the consumer prices index with effect from 2 July 2023.)

13. In previous decisions on pitch fee increases the tribunal had followed the guidance in the earlier decision of *Wyldecrest Parks (Management) Ltd v Kenyon & Ors* [2017] UKUT 28 (LC), and therefore asked the parties for comments on their proposal to follow this later decision.

14. Mr Sunderland responded to say that he did not agree that the recent decision replaced the *Kenyon* decision; it was in addition to it as *Whiteley/Alves* dealt with different matters, these being how the CPI increase should be dealt with in the event of there being a reduction in amenity of the site whereas *Kenyon* deals with what should be considered when determining if there has been a reduction in amenity.

15. He said that in the *Whiteley/Alves* decision at paragraph 67, the Tribunal found: that '*the tribunal is still required to determine the reasonable fee for the pitch, and not the reasonable fee for the current occupier, or any other particular occupier. The personal characteristics of a particular occupier have nothing to do with the pitch and are not part of what the fee is paid for."*

Background

16. On 22 February 2023, the Applicant wrote to the Respondents, with 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.

17. The original application was for 12 pitches but 4 were agreed and subsequently withdrawn.

Inspection

18. The tribunal inspected on the morning of 11 April 2024. They were accompanied by Mrs West, acting on behalf of the residents, Mr Sunderland of Wyldecrest Parks with their site sales manager Mr Pavitt and Ms Clooney and Mr Chandler of North Northamptonshire Council (in connection only with the appeal under section 7 of the Caravan Sites and Control of Development Act 1960 (as amended)).

19. The park consists of 92 homes in situ and two bases which are yet to have mobile homes installed. As at the review date there were approximately 91 homes with a further home brought to site later in 2023. There were also two new and unoccupied bases for mobile homes. One immediately to the front of 57 (30B) and another to the front of 26B (25A) .

20. The site is fairly tightly developed. There is a site office at the entrance and a small parking area. Roads are a mix of older concrete with more recent tarmacked sections – although these would generally appear to post-date 1 April 2023. The residents complain of poor drainage and flooding to parts of the site. On the day of inspection, which was dry but there had been rainfall the previous day, there was no standing water.

21. In terms of car parking there appeared to be around 100 spaces with most pitches having access to a space, on their pitch or in a parking area, although Mrs West explained that those 'off pitch' were subject to an additional charge. Mrs West also indicated to the tribunal where there had been a grassed area and four car spaces which were now occupied by the base for 26B and 25A. One car space to the pitch of 57 had also been lost with the installation of the base for 30B.

Respondents' case

22. Mrs West responded on behalf of all respondents, although evidence in respect of 57 was also given at the hearing on 11 April 2024, which dealt primarily with the Section 4 application.

23. Mrs West said that they disagreed strongly with Mr Sutherland's view that there had been no deterioration in the condition and/or decrease in the amenity of the site or any adjoining land since 26th May 2013 (insofar as regard had not been had to that deterioration or decrease on a previous pitch fee determination).

24. The amenity of the site had deteriorated in particular since Wyldecrest assumed ownership in 2021. At that date there were 85 homes. As stated above, by the end of the review period 6 had been added and two new bases laid. That development led to the loss of green spaces and parking bays, together with the obvious disruption while the works were carried out.

25. The roads around the park needed some attention. The park had no pathways, so the roads needed to be used to walk around the park and in places were dangerous for vulnerable pitch owners. Wyldecrest had not addressed this and only worked on roadways during development of the park. Before Wyldecrest had taken over the previous owner had started to address the state of the roads and they had been given an assurance that the roads were to be investigated and improved.

26. They previously had two green spaces that before COVID were routinely used for coffee mornings and socialising. Not having these green spaces influenced the mental health of all the pitch owners to the extent that

they felt unable to withhold the proposed rent increase and also due to concerns for possible consequences that may arise.

27. The lighting on the park in some areas was not acceptable especially with the state of the roads. The worst affected area was in the middle section around 56 to 58. People could easily fall as it was very dark in the winter evenings. Residents no longer visited neighbours and friends on the park, which was isolating, and one resident had already had a fall since the new site owners had taken over.

28. There were also instances of the site owner's representative's entering pitches without giving the required notice.

29. The electric boxes had not had their yearly safety check and the trees had not been pollarded as had happened previously which meant there was risk of them interfering with the overhead wires.

30. The reduced number of parking spaces was an issue. Mrs West also said that Wyldecrest were now allowing occupiers to bring dogs which created noise and disturbed the peace of the park.

31. In respect of 57, at the hearing, Ms Johnston, speaking on behalf of her mother Mrs Johnston who is partially sighted, said that there were issues with potholes and the state of the roads. The lighting was poor which meant that her mother was afraid to go out at night.

32. However, the main issue was that land to the front of the mobile home, which was originally the front garden and private parking spaces had been developed by the site owner and a concrete base for a new mobile home had been installed. This had involved removing part of the hedge that had enclosed the garden and significantly reducing the size of the front garden as well as removing any privacy from 57.

33. A paved parking space had been installed for Mrs Johnston on her pitch by the site owner, but this was sited between the front of 57 and the new base and it seemed unlikely, once the mobile home was installed on the new base, that this would be accessible, leaving the pitch with effectively no parking. Works on the removal of the garden and the installation of the new base had commenced on 21 February 2023.

34. In addition, new construction on the site meant that access by emergency services was near impossible. Following a previous visit by an ambulance, which had great difficulty turning round, the applicant had been advised that if any future visits are required, she will need to vacate the property via the steep steps in her rear garden to the road leading up to the highest section of the park.

Applicant's case

35. In his written statement the applicant said that the increase was a statutory RPI increase in accordance with paragraph 20 of Implied

Terms of the Mobile Homes Act and that the starting point of any review prior to 2 July 2023 was RPI.

36. In his response to the Respondents' statement the applicant said that there appeared to be no objection that the correct procedure was followed or that RPI was the correct index to follow.

37. He said that 83 of the 91 homes were paying the reviewed figure and all respondents had agreed the review in 2022.

38. He wished it noted that none of the respondents had submitted a witness statement but relied on a 2-page statement with 6 photographs attached.

39. He accepted that the roads were worn in places but remained serviceable and were subject to ongoing maintenance. This was not a reduction in amenity which could displace the statutory presumption of an increase in line with RPI and regardless was not a weighty matter.

40. In terms of the loss of 2 green spaces he said that there was no contractual requirement to provide these spaces, park home owners had their own fenced off pitch. Development in the park was in line with planning consents and the loss of these spaces was not of sufficient weight to displace the statutory presumption of an RPI increase.

41. The lighting in the park had not changed for many years and therefore this could not be a reduction in amenity which was relevant to a pitch fee review but a complaint that the respondents would like improved lighting. There was no suggestion of any issues with the electricity supply and whether the electric boxes had been checked or not did not constitute a reduction in amenity. Similarly, there was no evidence that the trees were not clean and tidy or why the alleged failure to pollard them was a reduction in amenity.

42. In terms of parking spaces for residents and visitors there was no contractual requirement to provide any specific number of parking spaces and no evidence that this had been reduced. Respondents paid for additional spaces on the park which meant the use of parking was under a separate agreement and not under the terms of the Mobile Homes Act agreement. There had been no reduction in the amenity of the site in this regard.

43. The applicant was unaware of any dogs being kept on the site, which would likely have been the case before they became the park owner, or any dogs that had been or are causing a nuisance. A small number of dogs on a 91 home park could not be considered a reduction in the amenity of the site.

44. In terms of entering pitches, the applicant was unaware of any unlawful entry onto a pitch, which would be a question under Section 4 or a criminal offence and not a matter for a pitch fee review. No details had

been given and therefore no further response could be made but this was not reduction in the amenity of the site.

45. At the hearing Mr Sunderland for the applicant said that all complaints were logged, and repairs made accordingly. Road repairs would not be done in the winter. The lighting had not changed, and Mrs West had said she was happy with it.

Discussion and Determination– Pitches 13,15,39,44A,59,67,69

46. The tribunal inspected the park and noted that repairs appeared to have been made to the roads by patching with tarmac. The applicant confirmed that this had happened post April 2023. He had also agreed that the roads were worn in places but remained serviceable.

47. It was clear from plans supplied that the installation of the additional bases at 26B and 25A had removed green space and parking spaces and made the park more congested. Additionally, whilst the park is only licensed for 85 homes, additional homes had been brought to site more recently resulting in the 91 and two bases – which was inevitably going to make the site more congested.

48. In terms of parking, most homes appeared to have at least one space, either on pitch or in a communal area and on the date of the tribunal's inspection there did not appear to be any pressure on spaces, with a number vacant. However, the tribunal inspected on a weekday, and it is likely that the pressure is at weekends and evenings with visitors to the park.

49. It was difficult to ascertain the effectiveness of the lighting although the issue was suggested to be greatest between 56 and 58 (see later for 57). Mr Sunderland claimed that this had been the situation for 'many years' although could obviously not comment for the period before they had been site owners. The question for the tribunal, if it determines that this is a deterioration in the condition, or any decrease in the amenity, is, given there appear to have been no previous determinations of the pitch fee, whether this is a deterioration since this provision came into force – namely 2013.

50. The tribunal were not persuaded that the issue of dogs being kept on the park was such that it constituted a deterioration in the condition of the park and, whilst the suggestion, denied by the applicant, that the site owner was entering pitches in an unlawful manner was concerning, it was not relevant to the pitch fee review (subject to number 57, dealt with below).

51. The pitches for which a determination is sought are situated at different locations throughout the park. The tribunal, having inspected the park and considered the individual pitches and the evidence provided, did not see the need to differentiate between them in the decision, considering

that overall, the pitches in question were not affected to a different degree by any decrease in amenity (except for number 57).

52. The tribunal does not accept that there is any relevance in the position proffered by the applicant that there is no contractual requirement to provide a specific number of parking spaces or green space, In *Wyldecrest Parks (Management) Ltd v Whiteley and others* and *Wyldecrest Parks (Management) Ltd v Alves and others* the Deputy President said at Para 35.

'*There is no express requirement that the amenity must be one to which the occupier has a contractual right, either through the terms of their pitch agreement or as a matter of licensing. Nor is there anything in the context which would justify reading such a requirement into the implied terms. It would be very unusual for an agreement to specify features of a park which were to be guaranteed for the duration of the agreement. As Mr Sunderland pointed out in relation to a different part of the argument, a park may have numerous features which can be described as amenities, all of which contribute to the setting and environment, or the facilities, available to residents, without these being listed in an agreement. Paragraph 18(1)(aa) is not confined to amenities on the park but includes features of adjoining land provided it is occupied or controlled by the owner. It would be even more unusual for a pitch agreement to give the occupier a right to a facility which was located off the park itself.*

36. There is no reason to add any additional requirement to paragraph 18(1)(aa) along the lines suggested by Mr Sunderland. An amenity can be enjoyed without any right to its preservation, and the decrease of such an amenity would be capable of making a park a less attractive place to live. It is therefore perfectly understandable that the implied terms specify such a decrease as a factor to which consideration should be given, whether or not the decrease is an infringement of a legal right or a contravention of a site licence or planning control.

53. In our assessment, there has been a reduction in the amenity and condition of the site so as to displace the statutory presumption. While some of that (mainly the roads) should now have been resolved for the future, it was during most of the previous period and most of the period to which this review relates. The loss of the green spaces, parking bays and increased congestion on the site due to the development by the Applicant will obviously persist.

54. That said, we consider that it is reasonable for the pitch fees to be increased, but that the starting point should be in line with CPI over the relevant period. This figure is 10.1%. 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.

55. The scale of the increase in RPI is significantly in excess of the norm due to factors which have little or no bearing on the costs of a site operator.

We are satisfied that the particular circumstances leading to the high RPI figure of 13.4% published for January 2023 and the circumstances generally in the country at that time are matters which may rebut the presumption of an RPI linked increase. We consider taking account of all the evidence that the presumption is rebutted..

56. 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.

57. 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 the loss of amenity and condition of the site.

58. To reflect the loss of amenity and condition of the site described above, the increase should be limited to 80% of the CPI (8.08%) increase over the relevant period.

57 Wilby Park

59. The circumstances that have prevailed in respect of 57 as at the review date of 1 April 2023 and since then are outlined above.

60. The same tribunal decided, in respect of the Section 4 application to determine any question arising under the Act or an agreement to which it applies, (CAM/34UH/PHC/2023/0011), that the applicant's (Mrs Johnston's) pitch includes the whole of the front garden and parking areas shown in the "As was/Before" drawing by Midshires Land Surveys Ltd contained in the Applicant's Bundle A2.

61. It ordered that the respondent must reinstate the applicant's pitch in accordance with that drawing or such other arrangement as may be agreed with the applicant by 30 June 2024.

62. In the circumstances, the tribunal has no hesitation in finding that the statutory presumption that the pitch fee should be increased in line with RPI has been displaced and that the factors are so weighty that there should be no increase to the pitch fee and that it will remain at the April 2022 level.

Mary Hardman FRICS IRRV(Hons)

11 April 2024
Amended 26 June 2024

Schedule 1 **Determined**

Respondent(s)	**Park home**	**2022 Per month**	**Proposed Per month**	**Determined Per month**
Mr and Mrs Yeomans	13 Wilby Park	£151.99	£172.36	£164.27
Mrs Abbot and Mrs Tobin	15 Wilby Park	£151.99	£172.36	£164.27
Mr and Mrs Kew	39 Wilby Park	£143.48	£162.71	£155.07
Mr Watts	44A Wilby Park	£143.48	£162.71	£155.07
Mrs Johnston	57 Wilby Park	£143.48	£162.71	£143.48
Mrs Osborn	59 Wilby Park	£143.48	£162.71	£155.07
Mrs McKenzie	67 Wilby Park	£151.99	£172.36	£164.27
Mrs West	69 Wilby Park	£131.39	£149.00	£142.00

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).