



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

**Case Reference** : CHI/46UB/PHI/2023/0548-554

**Property** : The Clock Inn Park, Lydeaway, Wiltshire SN10 3PP

**Applicant** : General Estates Company Ltd

**Representative** : Mr James Habgood-Percy

**Respondent** : Six pitch owners at The Clock Inn Park (See Appx A)

**Representative** : In person

**Type of Application** : Review of Pitch Fees: Mobile Homes Act 1983 (as amended)

**Tribunal member** : Judge Mark Loveday  
Mr Johann Reichel MRICS  
Mr Mike Jenkinson

**Date of Hearing** : 24 June 2024

**Date of Decision** : 29 July 2024

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**DECISION**

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## Background

1. This decision relates to pitch fee reviews for park homes at the Clock Inn Park, Lydeaway, Wiltshire SN10 3PP. The applicant is the site owner. The respondents listed in Appx.A are the owners of six pitches.
2. Pitch Fee Review Forms were served on the respondents on 25 February 2023, proposing increases in the pitch fees in line with the Retail Price Index. The new proposed fees were £169.63pm per pitch, and the Review Date was 1 April 2023.
3. On 23 May 2023 the applicant sought a determination of the new fees, and directions were given on 13 December 2023 and 5 February 2024. The matter was listed for hearing on 24 June 2024.
4. The tribunal inspected the site and the pitches before the hearing. At the hearing the applicant was represented by Mr James Habgood-Percy, and the respondents appeared in person. The respondents were given an opportunity to make submissions to the Tribunal at the hearing, although in practice one or other took the lead on each issue.

## Law

5. Under para 20(A1) of Ch.2 of Pt.I of Sch.1 to the Mobile Homes Act 1983, there is a presumption that a pitch fee will increase by a percentage which is no more than any percentage increase in the Retail Prices Index. This is calculated by reference to the latest index and the index published 12 months before that date (“The RPI Adjustment”).
6. Such an increase is presumed to be reasonable unless it would be unreasonable having regard to various express factors in para 18(1) which include:
  - “(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)”
7. The factors which may displace the presumption are not limited to those set out in para 18(1) but may include other factors: *Vyse v Wyldecrest Limited* [2017] UKUT 24 (LC) at [45]. In *Vyse*, the Upper Tribunal (Lands Chamber) considered the test for the relevance of other factors was:
  - “By definition, this must be a factor to which considerable weight attaches ... it is not possible to be prescriptive ... What is required is that the decision maker recognises that the ‘other factor’ must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole.”

A failure to carry out repairs and maintenance is capable of amounting to such an additional factor under paragraph 18(1): *Wickland (Holdings) Ltd v Esterhuysen* [2023] UTLC 147 (LC).

8. The implied obligations on the part of the site owner and pitch owner in Ch.2 are also relevant. Para 22 provides that the site owner shall:

“(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;

(d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site”.

By contrast, para 21(d) obliges the pitch owner to:

“(d) maintain—

(i) the outside of the mobile home, and

(ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition;”

9. Upon application, the Tribunal must determine two things. Firstly, that a change in the pitch fee is reasonable and, if so, it must determine the new pitch fee.

## **Facts**

10. The Clock Inn Park is located on a triangular site between the main GWR Reading to Taunton main railway line and a former branch line. The southwestern side is formed by the rear garden of a former public house on the main A342 Devizes/Upavon Road. The southeastern side of the triangle runs alongside the main line railway and is separated from it by a lane. The northern side runs alongside a ditch at the foot of the railway embankment built to carry the branch line into the centre of Devizes. Access to the main road is through a visitor parking area between the former public house and the railway embankment. The pitches are laid out along both sides of a main estate road running east west and a spur road running southward about halfway along. There is a hammerhead to allow turning of vehicles at the eastern end. Other details are given under the heading of inspection below.
11. The site includes 24 pitches. The pitch agreements for each of the six respondents were included in the bundle (apart from 2 Clock Inn Park) and they are listed in Appx.A. The following are the material terms of the agreements:
- a. By recital 4, the parties recorded a pitch agreement “for the plot ... and the purchase of a Park Home and Garage to be sited thereon ...”.
  - b. By clause 1, the site owner granted the pitch owner “ALL THAT Plot [X] at the Park as shown edged red on the plan for the purposes of stationing a Park Home and Garage (together known as “the Park Home”).
  - c. By clause 5, the site owner covenanted:

- “(a) to maintain, repair and renew
- i. Boundary walls, fences and pipes at the Park or serving the same
  - ii. The water tanks, pipes, drains and electric and other cables and wires in under upon or serving the Park
  - iii. The roadways (shown coloured brown on the said plan) forming part of the Park or serving or providing access to the same
  - iv. The lighting of the said Roadways”
- d. By para 4 of Sch.1, the pitch owner agreed to keep the “Park Home” in a sound state of repair and condition and to keep the exterior thereof clean and tidy”.
  - e. By para 2 of Sch.5, the pitch fee shall be reviewed on 1 April in each year.
  - f. The plans attached to the agreements show the position of each mobile home and the position of each garage (marked with a “G”) within the relevant pitch. The boundaries of each pitch and the site boundary are clearly marked.

## **Inspection**

12. The Park requires relatively low levels of maintenance, having few communal areas. Indeed, many communal services such as fire points and lighting upstands are located within the individual pitches. The visitor car park area was in adequate condition, with (rather faded) marked parking spaces, a small noticeboard and a refuse area. The surface had been patch repaired in places. The site itself was in rather better condition. There was an entrance gateway in a low brick wall which was in good condition, and site roadways appeared neat and tidy. Grass and hedges were trimmed, and the tarmac surfaces were sound with few areas of repair.
13. The Tribunal began its inspection of the site at 2 Clock Inn Park, which was a mobile home set on a concrete plinth or base. Beyond the rear edge of the plinth was a path. Beyond this the rear of the pitch fell sharply into a ditch, which was around 6ft deep. Fencing had been erected along the edge between the ditch and No.2 which it was agreed had been erected in 2023 by the applicant. There were no signs of damage to the fence posts. The Tribunal observed minor cracking to paving stones to the rear path along the rear of pitch 2 leading to its garage. It made an internal examination of the concrete garage to the side of the pitch which appeared to be laid on breezeblock foundations. There was un-displaced cracking to windowpanes but no cracking to the concrete frame or foundations where these could be exposed.
14. As to drainage, the Tribunal was shown a gulley outside 5 Clock Inn Park. with standing water just below the surface. The Tribunal was told this gulley drained through a pipe northwards into the ditch through a pipe. This arrangement was shown by the drainage arrangements in the hammerhead at the eastern end of the site where there was another gulley outside 10 Clock Inn Park. The surface drainage pipe outfall from this could be seen protruding into the ditch. There was no visual evidence of historic standing water around the gulleys, such as puddle staining on the tarmac. The water standing just below the surface of the gulleys indicated that the traps were working satisfactorily. Although the Tribunal observed some

cracking to the tarmac surface around the gulley outside 5 Clock Inn Park, there were no similar cracks around other gulleys and no signs of staining. In isolation, the cracks were therefore consistent with minor sun damage / wear and tear to the tarmac surface.

15. The Tribunal was shown several lighting upstands, both newer and older designs. They were not switched on, but there were no obvious signs of damage. Similarly, there were several fire points. These had pairs of water-filled 9kg fire extinguishers under plastic covers. The extinguishers themselves were marked to show they were periodically checked, and they had clear instructions for use marked on their sides. The plastic weatherproof covers over the extinguishers were clearly marked "Fire Point", but the covers were sun-faded and the other wording was rather faint.
16. Before leaving the site, the Tribunal was invited by the fifth respondent to inspect 21 Clock Inn Park, albeit that the tribunal was not accompanied by the applicant (who had already left for the hearing). There were large trees at the rear of the pitch, which evidently left the garden of the pitch in shade for much of the day. The Tribunal was also shown cracking to the brickwork skirt between the plinth and the side of the mobile home. The brickwork was a decorative non-structural feature and there was no evidence of cracking to the plinth itself.

## **The issues**

17. The applicant proposes pitch fees of £169.63pm for the review due in April 2023, being an increase of £20.04 since the last review in April 2022. This is achieved by applying an RPI increase of 13.4% to the current pitch fees of £149.59pm. The applicant relied on several witness statements of Mr James Habgood-Percy of various dates, and Mr Habgood-Percy gave evidence at the hearing. In essence, the applicant relied on the implied provision in para 20(A1) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act set out above. This was not in dispute. The sole issue was whether one of the specified or additional factors in para 18)(1) was made out.
18. The first respondent, Mrs Carter-Ebbels (2 Clock Inn Park), submitted a statement of case dated 16 January 2024. Her arguments can be summarised as follows:
  - a. Poor drainage.
  - b. The finished level of tarmac had not been applied throughout the site.
  - c. The northern boundary alongside the ditch was poorly defined. It had been bought by a nearby farm owner and the adjoining owner alleged the boundary extended across the ditch to the edge of the pitches. The farm had demanded payment of licence fees for using parts of the rear gardens.
  - d. Subsidence. The applicant had failed to maintain the banks of the ditch, and the bank had eroded. Causing a sharp drop in levels of 6-7ft. This drop extended under the garages for nos.2 and 3. There were cracks in the walls of the garage to no.2. In November 2023, the applicant eventually erected safety fences. But these did not cover all affected areas.
  - e. Defective fire hydrants and inadequate fire extinguishers.
  - f. Inadequate street lighting.
  - g. Disconnected telephone/defibrillator.
19. The second respondent, Mrs Berks (13 Clock Inn Park), submitted a statement of case dated 10 January 2024. Her arguments can be summarised as follows:
  - a. Poor drainage.
  - b. The finished level of tarmac had not been applied throughout the site.

20. The third respondents, Mr and Mrs Scutter (17 Clock Inn Park) submitted a statement of case dated 16 January 2024. Their arguments can be summarised as follows:
  - a. Very little maintenance is carried out particularly to the grass verge and hedging on the main A342 road, this is a hazard whilst exiting the park in a vehicle.
  - b. Poor drainage.
  - c. The finished level of tarmac had not been applied throughout the site.
  - d. Inadequate street lighting.
  - e. Defective fire hydrants and inadequate fire extinguishers.
21. The fourth respondents, Mr and Mrs Burdge (18 Clock Inn Park) submitted a statement of case dated 9 January 2024. Their arguments can be summarised as follows:
  - a. Poor drainage.
  - b. The finished level of tarmac had not been applied throughout the site.
  - c. Inadequate street lighting.
  - d. Defective fire hydrants and inadequate fire extinguishers.
  - e. Very little maintenance is carried out particularly to the grass verge and hedging on the main A342 road, this is a hazard whilst exiting the park in a vehicle.
  - f. Subsidence. The applicant had failed to maintain the banks of the ditch, and the bank had eroded. Causing a sharp drop in levels of 6-7ft. This drop extended under the garages for nos.2 and 3. There were cracks in the walls of the garage to no.2. In November 2023, the applicant eventually erected safety fences. But these did not cover all affected areas.
22. The fifth respondent, Mrs WA Pankhurst (21 Clock Inn Park) submitted a statement of case dated 8 January 2024. Her arguments can be summarised as follows:
  - a. Poor drainage.
  - b. Subsidence. The applicant had failed to maintain the banks of the ditch, and the bank had eroded. Causing a sharp drop in levels of 6-7ft. This drop extended under the garages for nos.2 and 3. There were cracks in the walls of the garage to no.2. In November 2023, the applicant eventually erected safety fences. But these did not cover all affected areas.
  - c. Defective fire hydrants and inadequate fire extinguishers.
  - d. Inadequate street lighting.
23. The sixth respondents, Mr and Mrs JH Harris (23 Clock Inn Park) submitted a statement of case dated 6 January 2024. Their arguments can be summarised as follows
  - a. Inadequate street lighting.
  - b. Poor drainage.
  - c. Defective fire hydrants and inadequate fire extinguishers.
24. These essentially amount to five matters, which the tribunal will deal with in turn.

## **Subsidence**

25. The first respondent took the lead on the subsidence issue for the respondents. She submitted that over the years she had noticed the edge of her pitch slowly sliding down into the ditch. She considered the ditch was dangerous and had spoken to the applicant. She had been forced to put in PIR lighting in case someone went round the back of her pitch and fell into

the ditch. The applicant had erected a metal fence in November 2023, but Mr Habgood-Percy had been unclear where the edge of the site actually was. There had been a history of erosion to the bank and history of damage to the garage. Whenever she had tried to open the 'up and over' garage doors, the doors came off their hinges. In heavy rain, the garage floods (although she had not reported this to the applicant). In 2016, a County Court District Judge had found in favour of one of the pitch owners, Mr Richard Bull, who had suffered damage to a garage base – although details of the judgment were not in the bundle.

26. The fifth respondent commented that although she loved where she lived, she hated the aggravation of having an inadequate concrete base for her home. The base had been underpinned in 2020, when contractors dug down and improved the base. But the skirt around the mobile home had developed cracks in March. The applicant had visited and fitted plastic telltales to check for movement. She accepted there was no physical effect within the mobile home itself, but she did not feel secure.
27. Mr Habgood-Percy stated he was aware of the boundary issue. The Tribunal took him to the plans in the pitch fee agreements, which showed the perimeter of the pitches on the northern side being along the southern edge of the ditch with a gap between the plinths and the perimeter. He stated that as far as he was aware, the metal fence erected in 2023 was along that line. He stated he had personally been involved in maintenance issues for the bases. The bases of the units at Clock Inn Park were generally 6in of concrete over 6in of hardcore. In some cases, there was tree root damage. He felt uncomfortable about the extent of any sinking. The applicant and the fifth respondent had looked at the issue in 2020 together and works were carried out. He had not seen any deterioration since then, although he had noticed hairline cracks. Telltales had been installed in March, and they would be re-checked in March 2025. If they show movement, further underpinning or other work will be carried out. He believed the cause might be the tree roots for chestnut trees on the adjoining land. He had already approached the neighbours, but they had refused to act.
28. The Tribunal's findings. In purely legal terms, the only material responsibility the site owner has within the pitch is to repair the concrete base or plinth. There is no implied term to repair any other part of the pitch or the garage or its foundations. Conversely under para 4 of Sch.1 to the pitch agreement, it is the respondents' obligation to keep the "Park Home" in a sound state of repair and condition, and the "Park Home" under the agreement includes the garage: see clause 1. It follows that any deterioration in the condition of the garage, the foundation or access paths, brick skirtings etc., within the pitch are the responsibility of the pitch owners. It is only where damage occurs to the concrete base or plinths that the applicant is responsible. It may well be that a County Court judge has reached a different conclusion in relation to the garage for another pitch. But the Tribunal has not seen the relevant judgment and has been provided with scant information about that decision. In any event, the Tribunal is not bound by the decision of the court on what may well have been a dispute on different facts.
29. Where there is an obligation in relation to the plinth, para 7.2 of the site

licence refers to a hardcore base to a minimum of 150mm topped with 100mm of concrete.

30. It is necessary to consider nos.2 and 21 Clock Inn Park separately, since the complaints of settlement are rather different.
31. The Tribunal observed no evidence of any significant subsidence to the rear of 2 Clock Inn Park during its inspection. It concludes from the lack of cracking to structural elements of the garage or to the plinth that there was no or *de minimis* settlement to the rear of the pitch. Moreover, the oral evidence of historic subsidence was not corroborated with any documentary evidence, photographs or evidence of written complaints. For similar reasons the Tribunal finds there was no obvious subsidence to 21 Clock Inn Park. Damage to the brick skirt was not damage to the concrete base.
32. Habgood-Percy As far as no.21 is concerned, it is accepted there have been historic settlement problems leading to underpinning of the plinth in 2020. It also recognises that, even though no damage has been caused within the mobile home itself, the continuing uncertainty must be very worrying indeed for the fifth respondent. But the Tribunal is required to consider whether there has been any deterioration in service or any failure by the applicant to fulfil its repairing obligation relating to the concrete base during the material period.
33. On this, the Tribunal accepts that the probable cause of any historic settlement was the roots of the large trees on the adjoining land. Mr Habgood-Percy's description of the bases is that they already exceed the minimum requirements of the site licence. When it itself inspected, there were no visible signs of cracking or damage to the plinth, only cracks to the non-structural brick skirt. The response by the applicant has been to underpin the base, wait to see if there was any evidence of further settlement, then test it with telltales and undertake further underpinning if there is movement. The Tribunal finds this is a reasonable response to reports of movement.
34. In the premises, whilst there *may* have been deterioration or decrease in the condition of the concrete base of 21 Clock Inn Park over the relevant period, that cannot as yet be established. There has not been any reduction in the services that the applicant supplies to the site or evidence of the deterioration in the quality of services, because the applicant has acted reasonably in its response to long-term settlement issues. For the same reasons, the applicant is not in breach of its obligations to repair the base – it is doing something about the reports of settlement. The express and additional factors in para 18(1) of Sch.3 are therefore not made out. In particular, even if there was further settlement between April 2022 and April 2023, that is no reason to rebut the presumption of an RPI pitch fee increase.

## **Drainage**

35. Mr Burdge, one of the fourth respondents, took a lead on this issue for the respondents. He stated there had been flooding on the spur road in the centre of the Park for at least 9 years. When flooded, water rose to kerb



height and access was only possible wearing Wellington boots. Eventually, in 2022 the applicant put a topcoat of tarmac to improve the surface falls and a new gully and 5-inch pipe draining into the ditch. "This has worked very well, but only in two areas". The rest of the roads suffered from ponding, which because of the camber in the road was only at the edges. After heavy rain it can be 2 days before the water drains away. The gulleys do need vacuuming out. Mr Budge also accepted the underlying clay soil was hard to drain. Even his WC backed up after heavy rain.

36. Mr Habgood-Percy stated that during the period of review, the applicant had clearly improved the drainage and Mr Burdge agreed it had improved matters. He attended the site at least once a month and had never seen it flooded. The drainage scheme was designed by a contractor. In particular the gully at the eastern end had previously drained into a soakaway, and this now went into the pipe which could be seen on inspection.
37. The Tribunal's findings. It is clear enough that significant improvements in the drainage have been made since the last pitch fee review, although there is a difference in the oral evidence as to how far there is any remaining ponding. On that point there is again no corroborative evidence in the form of documents, photographs or written complaints. The Tribunal's inspection showed no physical signs of ponding, such as staining along the edges of the roads away from the camber. It therefore prefers the evidence of Mr Habgood-Parry on the point. Any ponding is relatively minor and does not show evidence of disrepair or lack of maintenance.
38. In the premises, there is no deterioration or decrease in condition, or any decrease in the amenity of the site. Neither is there evidence of any reduction in the services that the applicant supplies to the site or evidence of the deterioration in the quality of services. Finally, there is no disrepair. The express and additional factors in para 18(1) of Sch.3 are not made out.

### **Fire points**

39. Mr Burdge again took a lead with this. He stated that when he originally purchased his pitch and home, there were fire hydrants and hoses sited at various points around the site. But the canvas hoses rotted, and the site owners replaced them with pairs of water filled fire extinguishers at fire points in the same locations. These extinguishers were too heavy for many of the residents to lift in cases of emergency, the water filled extinguishers were unsuited for many kinds of fire, and the plastic protective covers and instructions were faded. He was referred to para 8.2 of the site licence, which required all fire equipment to be installed tested and maintained in working order. Mr Burdge was unable to identify any specific failure to comply with fire safety requirements. He agreed the fire points were in place and maintained. But he contended the instructions on the fire points should be protected behind glass or plastic.
40. Mr Habgood-Parry suggested there had been a fire risk assessment in 2022, and this had recommended water extinguishers. These were standard in the other residential parks operated by the applicant where there were no standpipes and had to be located less than 30m from each home. The covers were again standard on the applicant's residential estates, with the lids secured by rubber clips. They were there to tackle

minor external fires, not electrical or other fires within the mobile homes. The fire points complied with the 2008 Model Standards for Caravan Sites in England (DCLG, April 2008).

41. The Tribunal's findings. The Tribunal was not directed by Mr Burdge to any specific failure to comply with regulatory standards for fire safety equipment. The 2008 Model Standards for Caravan Sites in England referred to by Mr Habgood-Parry include some relevant requirements for site owners. These include:
- a. To house fire points in a weather-proof structure, easily accessible and conspicuously marked "FIRE POINT": para 18(ii).
  - b. Where standpipes are not provided, to provide each fire point with water extinguishers (2 x 9 litres) which comply with the current British or European Standard: para 18(vi).
- The Tribunal finds the fire points complied with these requirements, which were the only ones it was referred to. Although it appreciates the fire points may not be entirely suited to the occupiers of the site, the applicant cannot be faulted for meeting its obligations under the Model Standards.
42. In the premises, there is no deterioration or decrease in condition, or any decrease in the amenity of the site. Neither is there evidence of any reduction in the services that the applicant supplies to the site or evidence of the deterioration in the quality of services. Finally, there is no disrepair. The express and additional factors in para 18(1) of Sch.3 are not made out.

## **Lighting**

43. Mr Burdge again took a lead with this. He had been on site for 10 years, and the lighting was poor. There had been no lighting at all in the visitor's car park, but as a result of complaints floodlights had been installed. He could not say this was not adequate. The lighting upstands on the main thoroughfare had been poorly designed, with lighting deflected downwards. Until 2002, a neighbour had taken it upon himself to change the lightbulbs when they failed. In January/February 2024, new upstands had been installed by contractors in most of the park, and there were now 3 older lighting upstands and 8 new ones. 1 old one did not work at all, the 2 older ones were inadequate, but the new upstands worked.
44. The applicant argued that the existing upstands "were of their time" and were replaced on a "test basis". The intention was eventually to replace all of them with new lights.
45. The Tribunal's findings. The issue is not significant in terms of the level of pitch fees. The parties agree improvements have been made to lighting, and most of the upstands have been replaced with modern units. The applicant is not obliged under its maintenance obligations to replace all the older style upstands with new ones, until the point that the lights fail completely. There is some evidence that one upstand has now failed. It is unclear when this occurred, but in any event repairs and maintenance are not a counsel of perfection. The Tribunal finds the applicant has taken reasonable steps to improve and maintain the lighting within the site.

46. In the premises, there is no deterioration or decrease in condition, or any decrease in the amenity of the site. Neither is there evidence of any reduction in the services that the applicant supplies to the site or evidence of the deterioration in the quality of services. Finally, there is no disrepair. The express and additional factors in para 18(1) of Sch.3 are not made out.

## **Telephone**

47. This can again be dealt with briefly. Mr Burdge referred to para 5.9 of the site licence issued on 30 October 1998, which required the site owner to provide a “telephone ... for use at all times by persons on the site in case of emergency for calling the police, fire brigade or ambulance centre”. This had never been complied with. Residents could not rely on their mobile phones because of poor reception in the area, and the landlines in each park home were now provided through the internet.
48. Mr Habgood-Parry said he could not remember the last time the applicant had kept an emergency landline at any of its 20 parks.
49. The Tribunal’s findings. The issue is again not significant in terms of the level of pitch fees. But the simple answer is that although the 1998 site licence did include a requirement for an emergency landline, this is not the current licence. The current licence in the hearing bundle dated 10 March 2023 includes no such requirement. Notwithstanding poor local mobile phone reception, emergency landlines have now largely become redundant.
50. In the premises, there is no deterioration or decrease in condition, or any decrease in the amenity of the site. Neither is there evidence of any reduction in the services that the applicant supplies to the site or evidence of the deterioration in the quality of services. Finally, there is no disrepair. The express and additional factors in para 18(1) of Sch.3 are not made out

## **Conclusions**

51. Clock Inn Park is a protected site within the meaning of the 1983 Act. The respondents’ rights to station their mobile homes on the six pitches are governed by the terms of written agreements with the applicant and the provisions of the 1983 Act.
52. In this case, the Tribunal is satisfied the reviews comply with the procedural requirements. The applicant has produced review forms in prescribed form which were served on the respondents on 25 February 2023. The forms proposed new pitch fees effective from 1 April 2023, which was more than 28 days prior to the effective review date: para 17(2) of Sch.1. The applications to the Tribunal to determine the pitch fee were made on 23 May 2023, which was within the period starting 28 days to three months after the review date of 1 April 2023. The tribunal therefore finds that the applicant has complied with the procedural requirements for a review.
53. Under the implied provision set out in para 20(A1) of Ch.1 of Pt.1 of Sch.1 to the 1983 Act, the reviews are based on RPI, and the Tribunal is satisfied with the calculations of the review made by the applicant. For the reasons given above, the express and additional factors in para 18(1) of Sch.3 are

not made out, and there is no reason to rebut the statutory presumption.

54. The Tribunal therefore finds the pitch fee should increase by RPI to the rate of £169.63pcm with effect from 1 April 2023 and the Tribunal confirms this increase.

Judge Mark Loveday

29 July 2024

## **APPENDIX A: RESPONDENTS**

Pitch no.	Applicant	Agreement
2	Mrs Magie Carter-Ebbels	17 January 2005
13	Mrs V Berks	22 December 1999
17	Mr and Mrs Scutter	21 November 2001
18	Mr and Mrs Burdge	4 August 2000
21	Mrs WA Pankhurst	27 April 2001
23	Mr and Mrs JH Harris	9 January 2004

### **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.