



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

Case Reference	:	CHI/40UC/PHC/2024/0003
Property	:	24 Caramia Park, Sealeys Close, West Huntspill, Highbridge, Somerset. TA9 3SJ
Applicant	:	R S Hill & Sons Limited
Representative	:	IBB Law LLP
Respondent	:	Douglas Vandervelden
Type of Application	:	Any question arising under the Mobile Homes Act 1983 (as amended) (the MHA)
Tribunal Members	:	Judge C A Rai
Date type and venue of Hearing	:	13 December 2024 Determination on the papers without a hearing
Date of Decision	:	20 December 2024

DECISION

1. The Tribunal determines that the Respondent is liable to pay the water charges invoiced by the Applicant.
2. The Tribunal orders the Respondent to pay the outstanding water charges due to the Applicant (being all sums invoiced at the date of this decision) within 28 days of him receiving a copy of this decision.
3. Reasons for the Tribunal's decision are set out below.

Background

4. The Applicant made an Application, received by the Tribunal on 28 February 2024, in which it sought clarification from the Tribunal about the recharge of the cost of water it buys from Wessex Water and supplies to the Respondent.
5. The Applicant is the owner of Caramia Park, Sealeys Close, West Huntspill, Highbridge, Somerset. TA9 3SJ (the Property).
6. The Respondent is the owner and occupier (jointly with his wife) of 24 Caramia Park. According to the Respondent, he and his wife moved to the Property in July 2017.
7. The Respondent disputes the calculation of the water charges invoiced to him by the Applicant. He has recently installed his own water meter within his pitch and subsequently refused to accept that the Applicant is entitled to continue to charge him for water, in accordance with the terms of his occupation agreement.
8. The Applicant is a reseller of water and has endeavoured to explain to the Respondent how it recharges the cost of the water it supplies to the occupiers of the 31 homes on the Park.
9. The Respondent does not accept that the Applicant has :-
 - a. no legal obligation to install individual water meters for each pitch.
 - b. no obligation to take account of the Respondent's own measurement of his water consumption (using his water meter) and charge him only for that "measured water".
10. This Applicant seeks a determination that:-
 - a. The installation of the Respondent's water meter has not changed his liability to pay the Applicant for water on the same basis as the Applicant has, until now, invoiced him and that it is entitled to continue to charge the Respondent for water in the same way as it has hitherto done, by dividing the cost of the water invoiced by the supplier equally between the 31 Park Homes on the Park.
 - b. That the Respondent must pay the outstanding water charges within a defined period (it refers to 14 days or such period as the Tribunal considers reasonable) which was, at the date of the application, £205.41. plus, any other arrears accruing and due since that date.
11. The Tribunal issued Directions dated 24 July 2024 with which the parties eventually broadly complied.
12. The Tribunal has received a determination bundle comprising 109 pages. The electronic page numbers do not match the pdf numbering. References to numbers between square brackets in this decision are to the pdf page numbers. The Respondent's Statement and supporting documents, supplied separately, comprise 19 pages, none of which are

electronically numbered. Any references to pages in that Statement are in square brackets prefaced by RS.

13. Whilst the Tribunal acknowledges it has been provided with and considered all the evidence contained in the parties submissions it has not referred specifically to every document or each piece of evidence considered, nor has it elaborated, at length, on its conclusion or reasoning. This decision is intended to provide the parties with reasons which are proportionate both to the resources of the Tribunal, the significance and complexity of the issues before it and which explain how the Tribunal reached its conclusions.

The evidence of the parties

Applicant's case

14. The Applicant has stated that the Respondent is obliged to pay for his water under his occupation agreement; Whilst the original agreement was assigned to the Respondent by a previous owner, he remains bound by its terms.
15. The Applicant responded to the Respondent's letters which questioned the way in which he was being charged for his water and referred to information obtained from the BHHPA. It has included a copy of the OFWAT guide to water resale which provides information about water reselling and the protections afforded to consumers who purchase water from a reseller as opposed to a water company.
16. Barry Turner, operations manager of the Park, provided a statement to the Tribunal in which he explained how the Applicant calculates the water charges. In paragraph 7 of that statement he confirmed that the Applicant does not charge for administration and simply divides the total cost of the water charge equally between the 31 homes on the Park [75].
17. Mr Turner stated that, following an exchange of correspondence with the Respondent, it became clear that he wished to install a water meter. The Applicant decided not to interfere with the installation which was on the Respondent's pitch, however Mr Turner stated that the Respondent was advised that the Applicant would not take any account of the metered water consumption when invoicing the Respondent for his water.
18. Mr Turner has also stated that:-
 - a. The Applicant does not know if the meter is correctly calibrated, or the readings are accurate.
 - b. The meter has been installed within the Respondent's pitch so the Applicant could not to examine or read it without the Respondent's express permission.
 - c. The Applicant has received no information about the installer or the installation.

19. Mr Turner in a letter to the Respondent dated 3 July 2023, [42] quoted that the average water fees for Wessex Water (the Park supplier) for 2023 is £431 (the combined charge for water in and wastewater out) and said that the average UK figure for 2022/2023 for the UK (extracted from the United Utilities Website is £422.10. He explained that some water bills received by the Applicant are based on estimated consumption. The annual bill per resident for the last twelve months was £359.69; [the Tribunal believes that he meant per park home]; that the site is a shared service; and that he would contact the Residents Association with further details with additional information provided by the BHHPA [British Holidays & Homes Park Association usually referred to as BH & HPA].
20. In another letter sent to the Respondent, dated 2 August 2023, Mr Turner said that he hoped that the Respondent would pay the outstanding charges without the need for “tribunal action”, which he implied would be taken if the charge remained unpaid or if the Respondent wished to dispute the Applicants findings [45].

Respondent’s case

21. The Respondent disputed that he is liable to pay the amount which the Applicant charges him for his water supply.
22. The Respondent claimed that his water meter readings demonstrated that the charge levied by the Applicant exceeds the cost of the water he consumes.
23. The Respondent referred the Tribunal to a briefing paper - “The Commons Library Briefing 27 June 2019” [46].
24. The Respondent also questioned the legality of his occupation agreement.
25. The Respondent believed that, based on the measurements shown on his own meter, since installation (August 2023), he should only pay £81.28 for his water and not the £249.68 the amount which he has been billed by the Respondent.
26. The Respondent suggested to the Tribunal that the shared water supply which is referred to in his occupation agreement is an unfair contract and has referred the tribunal provisions in the Unfair Contract Terms Regulations 1999 (UCTA Regulations). In his statement the Respondent said that the “SHARED SERVICE” (SIC) which forms an element of our Letter of Agreement is an unfair term as defined in those regulations [RS1].
27. The Respondent’s questioned the provision in the Written Statement (his occupation agreement) which states that the occupier undertakes to pay outgoings. The undertaking at paragraph 3(b) is:- *To pay and discharge all general and/or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch (and /or a proportionate part thereof where the same are*

assessed in respect of the residential part of the park) and charges in respect of electricity gas water telephone and other services [16].

28. The Respondent claimed that he has been deprived of the right to choose to have his own independently metered water, which he said was both wrong and a deprivation of a basic consumer right; furthermore, he said that the cost of the shared water supply is causing him hardship.
29. The Respondent sent a letter to the Applicant dated 17 May 2023 expressing his concern about the water meter readings and what he expressed as “unusually high charges” (resulting from those readings). He said that the 761,000 cubic meters of water had been consumed between September 2022 and January 2023 which he considered to be far in excess of average water consumption for the 31 homes on the Park. He said that the Applicant had a responsibility to provide an explanation for the “higher than average” consumption and that he would withhold his payments for water until he received a satisfactory explanation for what he termed the “abnormal series of readings”. In his statement to the Tribunal the Respondent referred to an investigation by Wessex Water and suggested that the Applicant delayed investigating the abnormal consumption of water. He said that following an investigation, leaks in the supply were found and repaired [RS2].

The Law

30. Clause 4 of the MHA gives this Tribunal jurisdiction to determine any question arising under that Act or in any agreement to which it applies.
31. The powers of the Tribunal are supplemented by section 231A of the Housing Act 2004. Subsection (2) gives the Tribunal general powers to make directions it considers necessary or desirable to secure the just and economic disposal of proceedings. Subsection (4) lists the type of directions which the Tribunal might give. Copies of the relevant parts of the legislation are set out in the schedule to this decision.
32. There is settled case law that the section 231A should be interpreted as giving this Tribunal the power to order remedies.

Reasons for the decision

33. The relevant guidance which assists the parties with regard to the resale of water by the Applicant to the Respondent is the OFWAT Guide to Water Resale published in March 2020. The Commons Briefing referred to by the Respondent is guidance prepared to brief members of parliament about the relationship between water companies and its individual customers. The Respondent’s water is not supplied by a water company. It is supplied by the Applicant as a “reseller of water”. As a reseller of water, the Applicant has no obligation to install water meters. The Respondent’s assertion that it is his right to have a water meter is not correct. He is not a customer of a water company.

34. The Respondent purchased his home from a third party who may have been party to the original written agreement. The Tribunal does not know if the Respondent obtained a copy of that agreement when he purchased his home. The Applicant was not responsible for supplying him with a copy at that time. The assignment of the agreement which authorised occupation of the pitch was made between the seller and the Respondent. Any question raised by the Respondent as to the legality of that document is not relevant to this application. The Applicant was not party to it.
35. The Tribunal has not seen copies of the invoices provided to the Applicant by Wessex Water, the supplier. However, the Respondent has not questioned the Applicant's evidence regarding the calculation of the amount demanded from him for water charges. His complaint is founded on his assertion that he is only liable to pay for the water he consumes which amount, he claims, is accurately measured by his water meter.

First question

36. The Tribunal determines that the installation of a water meter by the Respondent cannot, and does not change, his obligation to pay the water charges levied by the Applicant.
37. The calculation undertaken by the Applicant to divide the water charges, or estimated water charges, invoiced by the water supplier is in accordance with the OFWAT guidance [106]. That guidance states that the maximum charge which can be recovered is a share of metered consumption and a share of the standing charge. The Applicant has opted to divide the cost of the water consumed equally between each pitch rather than to take account of the number of occupiers of each pitch. The OFWAT guidance refers to this being an acceptable way to calculate the recharge.
38. The Respondent is liable to pay the outstanding water charges, being the difference between the amount which the Applicant has invoiced the Respondent and the amount which the Respondent has paid towards those invoices.
39. The Briefing Paper referred to by the Respondent is not relevant to the resale of water by a third party. It relates to the rights of customers of water companies. It predates the OFWAT guidance. That guidance is about the resale of water and explains the legal protections for customers of water resellers. The Respondent is a customer of the Applicant, a water reseller.
40. The Respondent has claimed that the Applicant's method of charging is causing him hardship as any attempt to limit his consumption will not be reflected in the amount he is charged. Hardship is not a factor which the Tribunal can take into account when making a decision. The contractual relationship between the Applicant and the Respondent has not changed because the benefit of the original occupation agreement has been assigned to the Respondent.

Second question

41. The Tribunal orders the Respondent to pay the outstanding water charges referred to in the application and any further charges invoiced between the date of the application and this decision within 28 days of the date of the issue of this decision to the parties.

Generally

42. Neither party made representations regarding the reimbursement of the Application Fee. Whilst the Tribunal has jurisdiction under Rule 13(2) of its Procedure Rules to make an order requiring reimbursement of that fee by the Respondent it has decided not to do so.

Judge C A Rai

SCHEDULE

Extract from the MHA

4.— Jurisdiction of a tribunal or the court [...]2

(1) In relation to a protected site [...]2, a tribunal has jurisdiction—

(a) to determine any question arising under this Act or any agreement to which it applies; and

(b) to entertain any proceedings brought under this Act or any such agreement, subject to subsections (2) to (6).

(2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement which has been entered into before that question arose.

(3) In relation to a protected site [...]2, the court has jurisdiction—

(a) to determine any question arising by virtue of [paragraph 4, 5](#) or [5A\(2\)\(b\)](#) of Chapter 2, or [paragraph 4, 5](#) or [6\(1\)\(b\)](#) of [Chapter 4](#), of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and

(b) to entertain any proceedings so arising brought under this Act or any such agreement,

subject to subsections (4) to (6).

(4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.

(5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.

(6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).

Extracts from the Housing Act 2004

231A.— Additional Powers of First-tier Tribunal and Upper Tribunal

(1) The First-tier Tribunal and Upper Tribunal exercising any jurisdiction conferred by or under the Caravan Sites and Control of Development Act 1960, the [Mobile Homes Act 1983](#), the [Housing Act 1985](#) or this Act has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2).

(2) The tribunal's general power is a power to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue in or in connection with them.

(4) When exercising jurisdiction under the [Mobile Homes Act 1983](#), the directions which may be given by the tribunal under its general power include (where appropriate)—

(a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;

(b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be paid in such manner and by such date as may be specified in the directions;

(c) directions requiring cleaning, repairs, restoration, re-positioning or other works to be carried out in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions;

(d) directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.

(5) In subsection (4)—

“*mobile home*” and “*protected site*” have the same meaning as in the [Mobile Homes Act 1983](#) (see [section 5](#) of that Act);

“*pitch*” has the meaning given by [paragraph 1\(4\) of Chapter 1 of Part 1 of Schedule 1](#) to that Act;

“*pitch fee*” has the meaning given in [paragraph 29 of Chapter 2](#), [paragraph 13 of Chapter 3](#), or [paragraph 27 of Chapter 4](#), of [Part 1 of Schedule 1](#) to that Act, as the case may be.

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application 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. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
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.