



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

**Case reference** : **CAM/22UE/PHC/2023/0009**

**Site** : **Kings Park Village, Kings Park, Canvey Island, Essex SS8 8HE**

**Park Home address** : **R134 Kings Park Village**

**Applicant** : **Cove Communities Venture 2 KPV Opco Limited**

**Representative** : **IBB Law**

**Respondent** : **Arthur Huckle**

**Type of application** : **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

**Tribunal members** : **Mrs M Hardman FRICS IRRV(Hons) - Chair**  
**Dr J Wilcox FRICS**

**Date of decision** : **23 December 2024**

---

**DECISION**

---

**Covid-19 pandemic: description of hearing**

This was a face-to-face hearing. The documents we were referred to are those described in paragraph 2 below. We have noted the contents.

**Decision of the Tribunal**

The Tribunal:

- (a) determines that the pitch of R134 Kings Park Village is as set out in the pitch plan, as shown at page 51 of the Applicants bundle – a copy of which is at Annex 1

## **Reasons**

### **Procedural history**

1. The Applicant owners of Kings Park Village, Kings Park, Canvey Island, Essex SS8 8HE (the site owner) applied to the tribunal under section 4 of the Mobile Homes Act 1983 (the “**Act**”) to determine the extent of the pitch of R134 Kings Park Village (the pitch) occupier by Mr Huckle (the park home owner).
2. On 25 July 2024, the judge gave case management directions. These provided for the Applicant to produce a bundle of case documents in support of the application. The Applicant produced a hard copy bundle of 97 pages. The directions then required the Respondent to produce their bundle, with copies of the original application documents and any further case documents. They produced a bundle of 77 pages. The directions permitted a reply from the Applicant who submitted a further witness statement of Mr Rob Turner, Head of Residential Parks for the Applicant on 20 September 2024.
3. The hearing on 27 November 2024 followed an inspection that morning. Mr John Clements of IBB Law, represented the Applicant, who is the site owner and evidence was given by Mr Rob Turner. Mr Huckle represented himself.

### **Background**

4. The Applicant acquired the park in February 2020 from previous owner, Kings Park Village LLP. They in turn had bought it from the original owner, Kings Park Homes Limited (formerly known as Kings Chalet Limited)
5. The Respondent is the owner of the park home R134 Kings Park Village sited at Kings Park Village, Kings Park, Canvey Island, Essex SS8 8HE, a protected site within the meaning of the Mobile Homes Act 1983 (‘the Act’).
6. The Respondent’s right to station their park homes on the pitch is governed by the terms of a written statement (i.e. an agreement) and the implied terms of the Act. The relevant pitch agreement (the agreement) is dated 1 June 1990 made between Kings Chalets Limited and Mr Huckle.

## Law

7. The Act applies to any agreement under which a person is entitled to station a mobile home on land forming part of a protected site and to occupy that mobile home as their only or main residence. By Chapter 1 of Part I of Schedule 1 to the Act, “pitch” in Part I means: “...*the land, forming part of a protected site and including any garden area, on which an occupier is entitled to station a mobile home under the terms of the agreement*”.
8. Chapter 2 of Part I sets out the terms (the “**Implied Terms**”) which are implied by the Act into the relevant agreement(s). By paragraph 1 of the Implied Terms, subject to the specific limitations in paragraph 2, the right to station the mobile home on land forming part of the protected site shall subsist until the agreement is determined under specified paragraphs (termination by the occupier on notice, or termination by the owner if, in essence, one of the specified conditions is made out and the appropriate judicial body considers termination reasonable).
9. By paragraph 11 of the Implied Terms, subject to specific provisions in paragraphs 10 and 12-14 (temporary re-siting with a determination from the appropriate judicial body, and entry in accordance with the specified requirements), the occupier shall be entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement. By paragraph 21(d)(ii), the occupier shall maintain the pitch, including all fences and outbuildings belonging to or enjoyed with it and the mobile home, in a clean and tidy condition. By paragraph 22(d), the site owner shall 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.
10. In short, the tribunal has jurisdiction to determine any question arising under the 1983 Act or any agreement to which it applies and to entertain any proceedings brought under the Act or any such agreement.
11. In addition, the powers of the tribunal are enhanced by provisions introduced into the Housing Act 2004 by the Transfer of Tribunal Functions (Mobile Homes Act 2013 and Miscellaneous Amendments) Order 2014. So far as is relevant section 231A of the Housing Act 2004 states:

*4.— Jurisdiction of a tribunal or the court*

*(1) In relation to a protected site, 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, 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).*

### **Inspection**

12. The tribunal inspected the site on the morning of the hearing. They were accompanied by Mr Clements and Mr Turner for the Applicant. The tribunal spoke to Mr Huckle on the doorstep of his home, but he did not wish to accompany the tribunal – having mobility issues – but was happy for the inspection to proceed.
13. The subject property is located in an older part of the park, and its neighbours to the right-hand side along that part of the park appear to be of a similar vintage.
14. The tribunal noted the strip of land in dispute to the left-hand side of the subject property which ran from the road at the front to the rear of the pitch. There appeared to be no fence on the property installed by the Respondent – the only fence being a wooden panel fence with concrete base and posts which appeared to form the right hand side boundary of the adjacent pitch where the mobile home was fairly recently installed – together with a number of further new mobile homes on that part of the park.
15. The land to the front of R134 was somewhat overgrown where it met the site road and for a depth of around 10ft.
16. The garden for R134 appeared to be to the right-hand side of the mobile home, with the covered pond area extending well beyond 10ft from the home, and this appeared to be the case for the adjacent homes although there was little demarcation in terms of fencing. The tribunal did note that in at least one instance there was a metal fence which appeared to sit around 0.75m from the left-hand side of one of the adjacent mobile homes.

### **The Applicant's case.**

17. The Applicant says that when the agreement was entered into in 1990 the Respondent was not provided with a plan of his pitch. The boundary between pitch R134 and the neighbouring pitches was not formally marked out by any physical structure such as a hedge or fence, in common with most of the pitches on the park which are laid out in an open plan style.
18. They had initially been unable to find a copy of the written statement for the pitch and having been unsuccessful in obtaining one from Mr Huckle, had assumed it was lost. They had therefore arranged for a replacement written statement to be provided to him on 1 February 2022. However, the Respondent subsequently provided a copy of his original 1990 written statement, and it was agreed that this document is the relevant written statement.
19. They say that they understand that due to a number of residents raising issues about the extent of their pitches, in or around April 2018 Kings Park Village LLP wrote to the park occupiers to state that they intended to prepare accurate plot plans for each pitch.
20. They had included the letters to the occupiers of R 133, R134, 135 in their bundle, together with a reply from the respondent which said *'for years since I've lived here there has been a no man's land trapped between two homes and not used only for growing grass'*.
21. They said that there had been no response to the letter and plans from the neighbours to either side, although R135 to the left-hand side was rented out at that time.
22. In 2020 the Applicant removed the mobile home on pitch R135 with the intention of developing a previously undeveloped area of the park to the left of pitch R134 by adding 10 more new park homes to that area, which is now known as Cedar Cove.
23. When the new pitch to the left of R134 was complete they had originally intended to install a brick pillar wall to mark the boundary between the old area of the park and the Cedar Cove section, which would have been located along the original boundary line between pitches R135 and R134.
24. However, the new owner of R134 installed a fence (as described in para 14 above) along their (new) boundary – some 3m from the left-hand side wall of the mobile home of R134 and the Applicant decided not to proceed, given it would have been 0.75m from the side wall of the Respondent's home.
25. Instead, they installed a 'soft planting' scheme including bark and plants, marked out with wooden edging, in the 2.25m strip between the fence to R135 and the left-hand boundary to the pitch of R134. They had written to the Respondent in February 2022 to inform him of this work as well as sending him a further copy of the 2018 plan.

26. However, the Respondent removed the wooden boundary and some of the plants and had sought to extend the boundary of his pitch by encroaching on a strip of land 2.25 metres along the left-hand side boundary of the pitch. He had also erected a small wooden fence which was also in breach of the site rules as it was done without the applicant's permission.
27. The Applicant understood from the Respondent's e-mail of 26 March 2023 that the Respondent was claiming that his pitch extended 10 feet in every direction based on express term 3(f) in the 20 in the 1990 written statement which requires the Respondent '*to keep the pitch all sheds and outbuildings on the area within 10 feet of the mobile home in a neat condition*'.
28. He could not say why the written statement contained those words, but it did not match the actual dimensions of the pitch as shown on the 2018 plan nor the actual pitch layout, which as far as he was aware had remained unchanged since 1990.
29. In any event the clause in the written statement did not define the actual boundaries of the Respondent's pitch but merely imposed a contractual obligation on the Respondent to maintain the pitch *and the area within 10 feet on the mobile home* clean and tidy.
30. He also believed that the wording of this clause had since been superseded by statutory implied term 21(d) of the 1983 act which simply required the respondents to '*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.*'
31. The Applicant had included at page 88 of the bundle an aerial comparison, which it was agreed showed a representation of the pitch according to the Respondent (first picture) and according to the Applicant (second picture).
32. The Applicant was seeking a determination that the true boundary of Respondents pitch was that as shown on the 2018 plan and that the Respondent must cease his use of any land which did not form part of his pitch as defined by the 2018 plan including the removal of wooden fence he had erected and any other structures which were encroaching onto the Applicant's land.
33. The tribunal asked the Applicant why they were pursuing the matter at tribunal over a 2.25m strip of land which appeared to be of no consequence. The Applicant replied that it protected Mr Huckle's pitch and that it was a matter of contractual principle – they could not be seen to be allowing a resident to expand their pitch onto company land without permission.
34. They were however happy to work with Mr Huckle, understanding his concern for wildlife, to ensure that the strip was suitable maintained to alleviate any concerns in this regard.

35. They were also happy to provide Mr Huckle with written confirmation that he would have access to the land adjacent to the home for maintaining his home.

**The Respondent's case.**

36. Mr Huckle said that he had lived in his home since 1990. His understanding was, that he occupied the mobile home and, as set out in express term 3(f) of his written agreement, an area of 10ft all around the base of the mobile home.
37. When the previous owner had drawn up and sent the plan for his pitch in 2018, he had objected verbally to the previous owner, and he believed that the previous owner had accepted his position – although there was no amendment to the plan.
38. He did not accept the 2018 plot plan as it did not confirm with the regulations laid down.
39. Under the previous owner the site was generally open plan and the owner cut the grass throughout the site where accessible, this included the area to the front of his mobile home abutting the road.
40. He believed that all the homes along his part of the site also occupied 10ft around their home and whilst they were entitled to enclose that area most did not and worked with their neighbours to get the best arrangements of the land for their needs – for instance if they had dogs.
41. He did not accept that his boundary to the left was only 0.75m from his home as this did not give him the required privacy or protection around the home as set out in the 2008 Modern Standards. He had taken advice from Leasehold Advisory Service although did not have anything in writing.
42. Additionally, without a clear 3m boundary contractors would not be able to erect ladders to carry out maintenance to his home.
43. When the previous mobile home at R135 was removed the builders had put up a wire fence 10ft from the left-hand side of his home and the company had continued to cut the grass.
44. The owners of the new home (5 Cedar Cove) had then applied to install a boundary fence and a measurement was taken 10ft from his home and the new fence built along that line.
45. He believed that the strip of land left between that fence and the left-hand wall of his home was within his boundary. However, the site owner had installed wood chipping along the strip without any discussion. The site license conditions stated that there should be no combustible material used in the separating distance between homes and this was a fire risk. He had taken advice from the Fire Brigade and the council and

had removed it for this reason. It was also not wildlife friendly and was at risk of being a haven for rodents and overgrown with weeds.

46. It was now back to meadow grass and flowers which was more environmentally friendly.
47. He was concerned that the site manager had taken to walking up and down that strip and taking photographs, which he found intimidating and which he felt amounted to harassment.
48. Whilst the fence that he had erected was no longer there he believed that the site rules allowed him to erect a fence on his pitch within the constraints set out in the site rules.
49. When asked to clarify his position by the tribunal he agreed that the first aerial photograph at page 88 of the Applicant's bundle was an accurate representation of his pitch as he saw it. It did not include the area of land to the front of the mobile home, and it did not include the car hard standing on which he parked his vehicle. He said this had been installed by the present owners in 2020 following removal of a car park and they had not sought permission – showing that this was not his land. Nor had they sought permission when installing pipes across the land – again illustrating that they did not regard it as his land.

### **Discussion and Determination**

50. The issue in this case is whether the pitch of R134 extends to the area as outlined in the pitch plan issued in 2018 and as shown in the second photograph on page 88 of the Applicant's bundle or to 10ft around the mobile home on all sides (Mr Huckle's case) – as shown in the first photograph in the Applicant's bundle, and excluding the hard standing on which he parks his car.
51. For the following reasons, we are satisfied that the Applicant is correct and that the pitch is as outlined in the pitch plan issued in 2018 (Annex 1 to this decision) and as shown in the second photograph on page 88 of the Applicant's bundle.
52. We accept that there was no pitch plan attached to the written statement issued in 1990 and that there was no requirement at the time for the statement to contain a pitch plan.
53. We are satisfied that the previous owners of the site issued a pitch plan to Mr Huckle and his then neighbours at R133 and R135 in 2018. We accept that Mr Huckle was unhappy with the plan and that he had discussions with the previous site operator but note that the plan was not amended nor was there any correspondence provided in respect of the plan. We were shown no evidence by the Applicant, who was not the site owner at the time, that the adjacent occupiers accepted that their plan

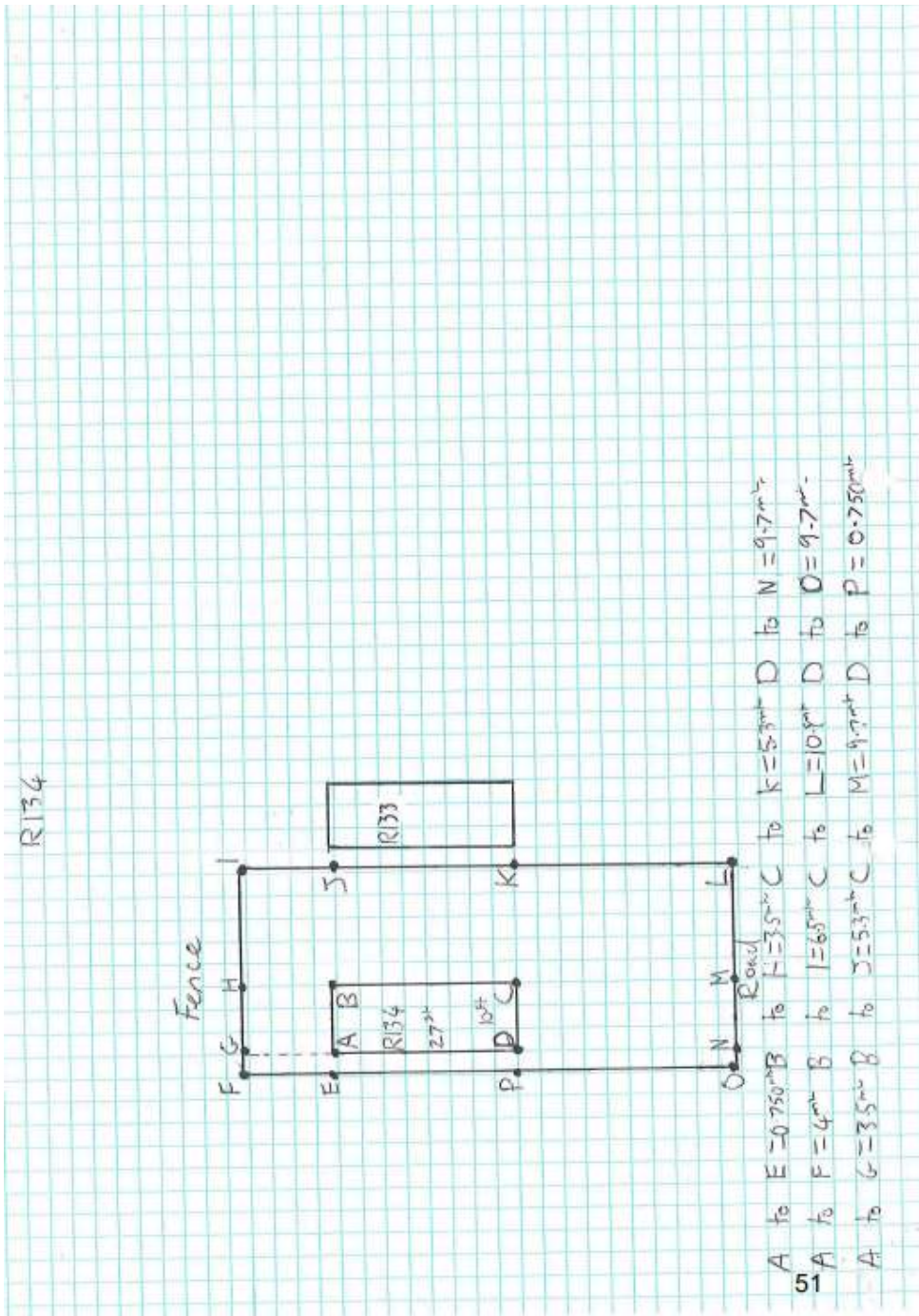


was correct. R133 was rented, and it would be unlikely that the occupiers of that unit would engage in this matter.

54. We noted during our inspection that there was a fluidity around what land was physically occupied at either side of mobile homes on that part of the park but it did appear that indeed the layout of the pitches, as evidenced by at least one of the fences as referred to in paragraph 16 above showed that the mobile homes were situated to the left of the pitch with the garden area to the right.
55. Having examined the written statement we can understand why Mr Huckle might believe that the extent of his pitch is 10ft around his mobile home. However, we believe he is mistaken in this belief. The relevant paragraph to which he refers in support this states that he is required to *'to keep the pitch all sheds and outbuildings on the area within 10 feet of the mobile home in a neat condition'*.
56. This paragraph imposed on him a requirement to keep, not only his pitch, but also the area within 10 feet of his mobile home in a neat condition (whether that be part of his pitch or not).
57. It does not mean that everything within 10 feet of his home automatically became part of his pitch or that he has a right to occupy such land– but rather that he has, or had, a requirement in respect of land in addition to his pitch.
58. We also accept that this potentially onerous requirement is superseded by the statutory implied term 21(d) of the Act and that the requirement is now *'to 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'*.
59. Given that, at the inspection, there was no longer any evidence on the land of any wooden fence erected by Mr Huckle, nor of any other structures which were encroaching onto the Applicant's land, the tribunal makes no findings in this regard.
60. The tribunal is pleased to note that the Applicant is happy to give an undertaking to consult with Mr Huckle on the planting of the strip of land to ensure that it was wildlife friendly with no hard boundary, and to give a written confirmation that he could have access to this strip for maintenance of his mobile home.

**Name:** Mary Hardman FRICS      **Date:** 23 December 2024

Annex 1



## **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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).