



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

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| Case References | : | CHI/40UE/PHI/2024/0283 (No 10) CHI/40UE/PHI/2024/0284 (No 12) |
| Properties | : | 10 Taunton Vale Park, Bathpool, Taunton, Somerset, TA2 8BW 12 Taunton Vale Park, Bathpool, Taunton, Somerset, TA2 8BW |
| Applicant 1 | : | Sylvie Sanders – 10 Taunton Vale Park |
| Applicant 2 | : | Michael Cooksley – 12 Taunton Vale Park |
| Representative | : | None |
| Respondent | : | Bill Murphy |
| Representative | : | Barbara Murphy and William Murphy |
| Type of Application | : | Review of Pitch Fee: Mobile Homes Act 1983 (as amended) |
| Tribunal Members | : | Regional Surveyor J Coupe FRICS Mr M Ayres FRICS Mr L Packer |
| Date & Venue of Hearing | : | 13 December 2024 Taunton Magistrates Court, St Johns Road, Taunton, TA1 4AX |
| Date of Decision | : | 3 February 2025 |

DECISION

Summary of Decision

The Tribunal determines that, in each instance, the proposed pitch fee of £248.62 per month is reasonable and is payable from the 1 January 2024.

The reasons for the Tribunal's decision are set out below.

REASONS

Background

1. The Respondent is the owner of Taunton Vale Park, Bathpool, Taunton, Somerset, TA2 8BW ("the Park"). The Applicants are each mobile home owners who are entitled to station their homes on a pitch within the Park by virtue of agreements under the 1983 Act, which include the statutory terms referred to below. There is no dispute as to the Applicants' right to occupy the respective pitches.
2. The Park is a protected site within the meaning of the Mobile Homes Act 1983 ("the 1983 Act"). The definition, found in Part 1 of the Caravan Sites Act 1968 includes a site where a licence would be required under the Caravan Sites and Control of Development Act 1960 if the exemption of local authority sites were omitted.
3. On 30 November 2023 the Respondent served a Pitch Fee Review Notice dated 27 November 2023 on each Applicant, accompanied by the prescribed Form detailing the proposed new pitch fee and its calculation, payable with effect from 1 January 2024. The proposed new pitch fee, in each matter, is £248.62.
4. The Respondent calculated the adjustment in line with the Consumer Price Index ("CPI") from October 2023, that being 4.6%. No recoverable costs or relevant deductions were applied.
5. The Applicants did not agree to the increase.
6. Against that background, on 11 March 2024, the Applicants sought a Tribunal determination of the matter, albeit that the applications were submitted to the Tribunal on incorrect forms. Following correspondence with the Tribunal, correct forms were submitted on 4 June 2024.
7. On 7 October 2024 a Legal Officer of the Tribunal, having considered the matter and having had regard to the overriding objective of the Tribunal to deal with matters fairly and justly, decided that, in the circumstances, it was reasonable to apply the date of the first applications as the date received, whereupon the applications were accepted as being received on time in accordance with Paragraph 19 (9A) of the Mobile Homes Act 1983.
8. On 7 October 2024 the Tribunal served Directions on the parties setting down a timetable for the exchange of documentation preparatory to a hearing. Parties were advised that the Tribunal would inspect the Park

prior to the hearing.

9. In accordance with the Directions, the Tribunal were provided with a hearing bundle, which extended to 258 electronic pages. The bundle included the Application Form PH9, the pitch fee review form and Notice, the Written Statements, the parties' statements of case, witness statements, email correspondence and further written and photographic evidence. References in this determination to page numbers in the bundle are indicated as [].
10. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.
11. The hearing was recorded and such stands as a record of proceedings.

The Law

12. The relevant law is set out in the Mobile Homes Act 1983 (as amended) ("the Act").
13. Section 1(1) of the Act provides as follows:
 - (1) *This Act applies to any agreement under which a person ("the occupier") is entitled –*
 - (a) *To station a mobile home on land forming part of a protected site; and*
 - (b) *To occupy the mobile home as his only or main residence.*
14. The Tribunal derives its jurisdiction to determine disputes in these matters by virtue of Section 4(1) of the Act which states as follows:
 - (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 subsection (2) to (6)
15. Under the Act, terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the Act.
16. The relevant terms for the purposes of a pitch fee review are set out at paragraphs 16-20 of that part of the Schedule. In summary, a review of a pitch fee is governed by three statutory principles:
 - i. The pitch fee can only be changed either with the agreement of the occupier or by determination by the Tribunal;
 - ii. The pitch fee shall be reviewed annually as at the review date;
 - iii. A presumption that the fee will increase or decrease in line with

the variation in the Retail Price Index (now CPI”).

17. Paragraph 16 states that a pitch fee can only be changed in accordance with paragraph 17, either –
 - (a) *With the agreement of the occupier, or*
 - (b) *If the appropriate judicial body, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.”*
18. Paragraph 17(4)(a) states that where the occupier does not agree to the proposed new pitch fee *“the owner [or . . . the occupier] may apply to the [appropriate judicial body] for an order under paragraph 16(b) determining the amount of the new pitch fee.”*
19. Paragraph 17(5) provides that *“An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date [but . . .] no later than three months after the review date[.*
20. Paragraph 18 requires the Tribunal, in determining the new pitch fee, to have regard to particular factors:
 - i. Any sums expended by the site owner since the last review date on improvements;
 - ii. Any deterioration in the condition and any decrease in the amenity of the site;
 - iii. Any reduction in the services provided by the site owner and any deterioration in the quality of those services;
 - iv. Any legislative changes affecting costs.

The Inspection

21. The inspection was held at 10:00 hours on Friday 13 December 2024. The weather was overcast with light drizzle. Those present were the Applicants, Mrs Sanders and Mr Cooksley, and the Respondent, Mr Bill Murphy.
22. In attendance were Mrs Barbara Murphy, Mr William Murphy Junior and Mr Gordon, each for the Respondent.
23. At the outset of the inspection the Tribunal Chairman explained that the parties were welcome to indicate areas that they wished the Tribunal to view and upon which they would later rely on in the hearing but that the Tribunal would not take any evidence during the inspection nor have regard to any comments passed at the inspection.
24. The Tribunal observed the overall condition of the Park as highlighted by each party within their written submissions but did not undertake a formal survey of any part of the Park.
25. The Tribunal is mindful that the inspection was carried out some considerable time after the date upon which the Pitch Fee Review Notice

was served and from the date upon which the proposed new pitch fee became payable. The inspection is only capable of showing the condition of the Park as at the date of inspection and not as at any other date. That said, it was helpful for the Tribunal to view not only the configuration and amenity of the site but as an aid to visualisation when the parties later referred to specific factors during the hearing.

26. The Park is located directly off a busy main through-road, adjacent to a car dealership and opposite light industrial units. An area of communal grass separates, in the region of twenty one communal parking spaces and the Park homes from the road. Park signage, providing the site owner's name and contact number, was sited at the entrance. A fire assembly point was noted.
27. The inspection commenced from the site entrance. The Tribunal walked the entirety of the site, with those in attendance identifying features later relied upon in the hearing. The site was noted to be undulating with, in parts, relatively steep gradients. Mrs Sanders' home was located on one such gradient.
28. Pathways around the Park were noted to be uneven and cracked in places. Some paths were slippery under foot. However, the Tribunal took note of the inclement weather during the inspection. The Applicants identified where a path had been widened by the Respondent to facilitate easier access and other paths where the Applicants indicated that widening would assist.
29. The Tribunal identified that a number of potholes in the parking area appeared to have been recently filled.
30. The Applicants pointed out to the Tribunal white lines painted on a pathway directly outside a residents' home, and boundary trees said to overhang residents' plots.
31. The Tribunal's attention was drawn to a noticeboard with an inspection certificate dated 1 October 2024.
32. Communal grass areas were noted to be tidy and greenery cut back.

The Hearing

33. The hearing was held at Taunton Magistrates Court directly following the inspection. The Applicants attended in person. The Respondent also attended in person. Owing to the health of the Respondent, and having sought the Tribunal's permission, the Respondent was represented at the hearing by his daughter, Ms Barbara Murphy.
34. Also, in attendance for the Respondent were Mr William Murphy Jnr and Mr Andrew Gordon.

The Applicants' Case

35. The Applicants' cases mirrored one another and, at the hearing, were jointly presented. The Tribunal therefore finds it convenient to refer to

36. them together.
37. Both agreements were entered into in, or around, June 2015 and neither included within the pitch fee payment for utilities or services. The Applicants say that they did not agree to the previous pitch fee review on grounds similar to those now advanced and, on that occasion, the Respondent agreed not to pursue the proposed new pitch fee.
38. The grounds upon which the Applicants argue that the proposed pitch fee is not reasonable include an alleged lack of maintenance and poor quality of any such work undertaken, and no improvements to the Park over a period of some sixteen years. The Applicants say that the Respondent fails to carry out sufficient site inspections, that the fire hoses are not regularly maintained and that the paths are perilous. They argue that parking signage was removed in 2023 and only recently replaced, and that the levels of maintenance, increased signage and site certification evident to the Tribunal during the site inspection were only actioned in response to the Tribunal's impending visit. The Applicants say that residents undertake weed treating around their homes, paths and car park, and that a resident painted white lines on the path outside his home to identify a trip hazard. They argue that the Respondent fails to accept full responsibility for the maintenance of trees overhanging individual pitches.
39. Whilst recognising the efforts made by the Respondent to undertake some maintenance to the Park in January 2023, the Applicants argue that the site has since deteriorated.
40. The Applicants refer to a general dissatisfaction amongst home owners as to the level of pitch fee and service provided, and rely upon near identical witness statements from the owners of six additional homes on the Park, each stating that during their residency *"there have not been any improvements to the site. The site is in a poor state of maintenance, particularly the pathways and car park"* [122]. Each statement was accompanied by a statement of truth. None of the witnesses attended the hearing for cross examination.
41. The Applicants further rely upon an email dated 19 September 2024 from the owner of Number 20 Taunton Vale Park stating that whilst walking from the car park to her home she fell on the path which *"was and still is in a bad state"* and incurred a spiral fracture of the femur. [163]
42. The Applicants state that the passing pitch fee is already high when compared to other park home sites and that the fee fails to represent value for money. The Applicants relied upon an email dated 19 September 2024 from the owner of Number 1 Taunton Vale Park suggesting that the level of pitch fee and condition of the Park may be contributing to an inability to sell her home. [162]. The Applicants further rely on an extract from a document titled 'How we have worked out your Housing Benefit (HB)' which reads *"The Valuation Office Agency has decided your rent is higher than rents charged for similar properties in your area"*. [172]
43. The Applicants believe that the pitch fee is artificially high as it incorporates an historic debt incurred by the site owner when mains gas was installed at the Park some 25-30 years ago. The Applicants state that,

despite repeated requests for documentation in such regard, the Respondent fails to provide transparency on the status of this debt and argue that, by now, the debt is likely to have been redeemed, thereby enabling the pitch fee to be reduced.

44. The Applicants also relied upon a purported County Court determination which is said to have set the pitch fee for the previous owner of 10 Taunton Vale Park at £161 per month for the duration of that owner's occupation. The only evidence advanced on the point was the hearsay evidence of Mrs Sanders.
45. The Applicants suggest that the pitch fee notices served by the Respondent were incomplete.
46. In summary the Applicants rely on an alleged deterioration in the condition of the Park, an unreasonably high pitch fee and a lack of transparency over an historic debt to argue that the proposed pitch fee is not reasonable.

The Respondent's Case

47. The Respondent states that he seeks an increase in pitch fee in accordance with statute and in line with the correct CPI, and disputes the allegations of a deterioration in the condition of the site.
48. The Respondent acquired the Park in 1998 and since such date has, he says, undertaken regular site inspections and maintenance. Testing, maintenance and certification of fire safety equipment is undertaken by City Fire Protection Ltd. The Respondent accepts that during the Covid lockdown, and as a consequence of subsequent restrictions, not all certification was displayed. Signage is repaired and replaced when necessary.
49. The Respondent agrees with the Applicants that widening of other site pathways would be beneficial and, where feasible, the Respondent has demonstrated a willingness to do so. However, such work relies upon individual home owners surrendering areas of their plot, which residents had indicated an unwillingness to do.
50. Conversion to gas mains was undertaken by the previous Park owner. There is no historic, nor current, debt owed in such regard by the Respondent.
51. The Applicants were aware of the, then, level of pitch fee when purchasing their respective homes some nine years ago and that, by virtue of their agreements, they were aware of the Respondent's entitlement to vary the pitch fee annually in accordance with the RPI (now CPI).
52. The Respondents served the revised CPI pitch fee increase forms in full and disputes that any part was omitted.
53. Whilst residents may choose to enhance the aesthetics of the Park by undertaking weeding around their homes they are neither obliged to, nor requested to by the Respondent.

54. The Respondent is disappointed at the Applicants' approach to this matter as previously the parties were deemed to be on good terms, so much so that deferred payment terms were agreed with Mrs Sanders when on a previous occasion she was unable to meet her financial obligations to the Respondent.

Findings of Fact & Determination

55. The Respondent served the pitch fee review Notice and prescribed form on the Applicants on 30 November 2023, with an effective date of 1 January 2024. The Tribunal finds that the Applicant was entitled to do so.
56. The Respondent proposed an increase in pitch fee in accordance with the percentage increase in the CPI. The Mobile Homes (Pitch Fees) Act 2023 changed the basis for calculating the pitch fees for park homes in England and Wales from the RPI to the Consumer Price Inflation (CPI) index with effect from 2 July 2023. The Tribunal therefore finds that the Respondent was correct in adopting the CPI methodology at the pertinent date.
57. The Tribunal finds that the Respondent adopted the correct CPI percentage of 4.6%, that being the October 2023 figure, published in November 2023.
58. The Tribunal is satisfied that the Respondent complied with the procedural requirements of paragraph 17 of Part 1 of Schedule 1 of the 1983 Act in this matter and that the Notice served included all of the required information.
59. The Tribunal next turns its attention to the question as to whether the proposed increase in pitch fee is reasonable, irrespective of whether the sum payable is in itself reasonable.
60. The Tribunal reminds itself that paragraph 18(1) of the Act requires the Tribunal to determine whether there has been 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 of the site, and/or whether there has been any reduction in the services provided by the site owner and any deterioration in the quality of those services. Furthermore, whether any other weighty factors displace the presumption in favour of an inflationary increase in pitch fee calculated in accordance with RPI.
61. The Tribunal is not determining whether the original bargain entered into by the parties, or their predecessors, was a reasonable one.
62. The Respondent asserts that they are entitled to a pitch fee increase in line with the appropriate CPI index and that the Applicants have provided no evidence as to why such is not reasonable.
63. The Applicants dispute the Respondent's entitlement to an increase in the pitch fee on the grounds of deterioration of the site. Whilst the Tribunal found the Park to be in want of a degree of general repair and maintenance during its site visit, evidenced, for example, by some uneven, cracked and slippery surfaces and paths, the Tribunal did not find such deterioration yet sufficient to displace the CPI presumption.

64. The Applicants allege that no maintenance has been undertaken for some 16 years. The Tribunal accepts the Respondent's rebuttal on the point, that had no work been undertaken over such a prolonged period the site would, by now, be overgrown. The Tribunal found no evidence of such either during its inspection or in the submissions.
65. The Tribunal finds that whilst the issues identified do not merit a reduction at the pertinent date, if the site were not appropriately maintained and repaired, a Tribunal determining a future proposed pitch fee increase may find differently. The Respondent may therefore consider it prudent to engage in a programme of repair and maintenance.
66. The Tribunal takes account that the Applicants were supported in their applications by the written evidence of a number of home owners. However, none of these witnesses was present at the hearing to be cross examined and less weight is therefore attributed to such evidence.
67. The Applicants allege that the Respondent failed to undertake safety inspections of fire equipment. Whilst the Respondent was unable to provide certification of all inspections, having heard the oral submissions of the Respondent and considering the matter on a balance of probabilities, the Tribunal is satisfied that such work was likely to have been undertaken.
68. The Applicants state that the pitch fees are already higher than comparable Parks locally and that the level of pitch fee is deterring potential purchasers. The Tribunal reminded itself that it is not determining whether the previous pitch fee, as accepted by the Applicants, was reasonable in amount and that our determination must focus on whether it is reasonable for the pitch fee to be increased in light of the evidence adduced.
69. The Tribunal makes no findings of fact as to the alleged historic debt incurred by a previous site owner, since this is not relevant to the determination before us.
70. Furthermore, the Tribunal makes no findings as to whether a previous owner of Mr Cooksley's home was successful in earlier litigation with the Respondent, since neither sufficient evidence was adduced on the point nor is it relevant to the determination before us.
71. Having considered the Applicants' submissions and the oral evidence provided, the Tribunal finds that none of the grounds advanced by the Applicants are either made out or provided for by statute. Furthermore, the Tribunal finds no other matters that are sufficiently weighty to displace the CPI presumption.
72. The Tribunal finds that the Respondent adopted the correct CPI percentage and whilst not doubting the veracity of the Applicant's evidence concerning affordability, the Tribunal are unable to take account of an individual's financial means.

The effect of the above determinations and the pitch fees

73. The first question to be addressed by the Tribunal is whether there should be any change from the pitch fee for 1 January 2024 onward and, if so, what that

change should be.

74. Having considered the evidence and submissions before us the Tribunal are satisfied that it is reasonable that the pitch fee should be changed.
75. Turning next to the amount of increase in pitch fee, the Tribunal finds that the Applicants have failed to persuade the Tribunal that the presumption in favour of an increase in line with the relevant CPI should be displaced.
76. Accordingly, the Tribunal confirms the proposed pitch fees, payable with effect from 1 January 2024 are as follows:
 - i. 10 Taunton Vale Park, TA2 8BW £248.62
 - ii. 12 Taunton Vale Park, TA2 8BW £248.62
77. Neither party made any submissions to the Tribunal concerning the application fee paid to the Tribunal by the Applicants.

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 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.