FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/00HE/PHI/2023/0521-0524 and CHI/00HE/PHI/2024/0270-0271
Property	**:**	31, 51, 61 and 62 Tremarle Park, Camborne Cornwall. TR14 0AT.
Applicant	**:**	Wyldecrest Parks (Management) Limited.
Representative	**:**	David Sunderland (Estates Director).
Respondents	**:**	Marie Harper (31) Mr Hood and Mrs Anne Hood (51) Sonia Mary Locke (61) and Truda Philp (62).
Type of Application	**:**	Review of Pitch Fee. Mobile Homes Act 1983 (as amended) (the Act).
Tribunal Members	**:**	Judge C A Rai (Chairman) Mr M C Woodrow MRICS.
Date type and venue of Hearing	**:**	Truro Magistrates Court, The Court House, Tremorvah Wood Lane, Mitchell Hill, Truro. TR1 1HZ.
Date of Decision	**:**	11 March 2025.

DECISION

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1. The Tribunal determines that the pitch fees for the pitches listed below shall be changed from 1 April 2023.

Pitch 31	£153.91
Pitch 51	£160.74
Pitch 61	£153.90
Pitch 62	£180.44

2. The Tribunal determines that the pitch fee for the pitches listed below shall be changed from 1 April 2024

Pitch 31	£160.07
Pitch 51	£167.17

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

Background

Pitch Fee Review 1 April 2023

4. The Applicant served Pitch Fee Review Notices on the four Respondents in February 2023. The four notices disclosed in the bundle are all dated 21/02/**2022** [50, 58, 66 and 74]. The Applicant said that this was a clerical error, because the Applicant used the previous year's pitch fee review notice as a template and had failed to check the revisions and amend that date.

5. No Respondent has disputed the validity of the Pitch Fee Review Notices served in 2023.

6. The Bundle contains four Applications to the Tribunal in respect of Pitches 31, 51, 61 and 62 dated 2 May 2023 and which all refer to the said notices having been served on 23 February **2023** [5, 13, 21 and 29].

7. All the 2023 Pitch Fee Review Notices sought an increase in line with the increase in RPI (the appropriate index prior to the 2 July 2023) for the preceding 12 months of 13.4%.

8. The Tribunal gave directions to the parties on 3 July 2024 which confirmed:

   a. Receipt of the four applications on 2 May 2023.

   b. That the Tribunal had lifted the stay (imposed pending the issue of an appeal decision relating to Beechfield Park).

   c. That the Tribunal would inspect the Property and conduct a hearing; and

   d. That the Respondents provide a response to the Application to the Tribunal with copies of objections, statements or documents on which they wished to rely.

   e. That the Applicant prepare a hearing bundle, copies of which should be sent to the Respondents.

9. **On 4 July 2024** the Applicant made a case management application to the Tribunal asking that:

   a. The need for a site visit is dispensed with,
   b. The applications are determined on the papers without a hearing or alternatively the Applicant be permitted to attend remotely.

10. The Tribunal did not respond to the case management application until after the date for receipt of the submissions by the Respondents. Thereafter it reviewed the application taking account of a response from Mrs Harper [92] and the content of Mrs Hood's three emails [87 – 90]. It refused all three requests made by the Applicant and confirmed that a hearing would be listed to determine the applications for 31 and 51, with those relating to 61 and 62 to be determined, on "the papers", on the same day.

11. Nothing was sent to the Tribunal by the Respondents save and except that the bundle provided by the Applicant now included copies of three emails from Anne Hood dated 25 February, 18 March and 18 May 2024 and a letter from Mrs Harper to the site owner which was undated but stamped as received (by the Tribunal) on 12 July 2024.

12. The Applicant submitted a Supplementary Statement to the Tribunal, dated 13 August 2024, which he said was made in response to Mrs Harper's letter.

13. The Applicant submitted two further case management applications dated 8 August 2024. It requested an extension of time for submission of the bundle for 31 and renewed its application to be permitted to attend remotely or for the applications to be determined on paper (without an inspection of the Park).

14. Following consultation with Mrs Harper and Mrs Hood, the Tribunal agreed to the hearing being held remotely and without an inspection. The Tribunal took account of medical issues which affected the Respondents.

15. Thereafter the proceedings were listed for a remote hearing which was subsequently adjourned.

16. Regional Judge Witney issued three sets of Directions dated 17 October 2024. Having reviewed the Tribunal's earlier decisions regarding the format of the hearing and the inspection of the Park, the Tribunal decided to hold a hearing at a venue to be confirmed following an inspection of the Park.

17. By 17 October 2024 the Tribunal had received two further applications to determine pitch fees for numbers 31 and 51 for the 2024 pitch fee review. It directed that it was appropriate for the hearing to determine the 2023 pitch fees to deal with those later applications at the same time.

18. The hearing in respect of the 2023 Pitch Fee Review and the 2024 Pitch Fee Review (31 and 51) took place on 27 February 2025 in the Truro Magistrates Court. Following the hearing the applications relating to the 2023 Pitch Fee Review (61 and 62) were determined by the same Tribunal, on the papers in the first bundle.

Pitch Fee Review 2024

19. The Applicant made two applications dated 15 May 2024 for the Tribunal to determine the 2024 pitch fee review for 31 and 51 Tremarle Park.

20. The Applicant had served two pitch fee review notices on both Mrs Harper and Mr and Mrs Hood. The notices were accompanied by a letter from the Applicant dated 19 February 2024.

21. The notices were dated 16 February 2024 and 19 February 2024 respectively. The Applicant's letter said that the notices were "being sent without prejudice to each other" because the recipients had not agreed

the 2023 review and the Tribunal had not yet determined it. It also stated that the lower of the two figures "will automatically be applied to your pitch fee from April 2024 and once the Tribunal has determined the pitch fee for April 2023, that figure will be reviewed retrospectively from April 2023 in line with CPI and increased by 4% but will not be higher than the higher of the two figures". The recipients were reminded that each could contact the Applicant to agree the 1 April 2023 Review and avoid the need for tribunal proceedings. A mobile telephone number for David Sunderland was provided.

22. The Applicant submitted two case management application requesting that the tribunal strike out of the Respondents' case. Its grounds were that the Respondent had not complied with directions or provided reasons for not agreeing to the pitch fee increase for a second year. The application was refused, and two sets of Directions were issued on 17 October 2024 in respect of both 31 and 51 Tremarle Park. Other directions also dated 17 October 2024 which related to the 2023 application stated that the applications for both years would to be heard together .

23. On 1 November 2024 Mr Sunderland sent a statement to the Tribunal titled "Applicant's Reply" made "in accordance with paragraph 20 of the Directions dated 17 October 2024". In it he said that the Tribunal had joined the cases [24. 74]. He later said that the Tribunal had joined the two cases to the 1 May (sic) 2023 Reviews [24.75]. He complained again about the Respondent's insistence on an "in person" hearing which he said would require the Applicant to spend disproportionate sums in attending (disproportionate when compared with the sums in dispute).

24. Prior to the Hearing the Tribunal members had received a bundle with 96 pages (the first bundle). References to numbers in square brackets are to pages in this bundle. At the beginning of the Hearing held on 27 February the Tribunal was sent a second bundle (relating to the 2024 review) with 77 pages. References to numbers in square brackets preceded by "24." are to pages in that bundle.

25. Although the Tribunal has read and considered all the documents contained in the two bundles and the Tribunal Directions and Case Management applications on its files, many of which are not in either bundle, it is unnecessary for it to refer to every document in this decision. Having regard to its overriding objective, it has provided reasons which focus on the principal controversial issues, which are proportionate to the complexity and significance of the matters which have affected its decision.

26. The Tribunal has done its best to provide a summary of the procedural background to the hearing, but it is unnecessary to refer to that in any more detail as it has no bearing on this decision.

The Inspection

27. On the morning of the Hearing, at approximately 10 am, the Tribunal inspected the Park. It was met by Philip Jeffery, a resident on the Park who introduced himself as the "Applicant's Site Manager", Mrs Harper accompanied by Mrs Cornelissen (her sister) and Mrs Hood.

28. The Tribunal walked along the main road through the Park. It was shown a number of obsolete fire hydrants, the surface water drains set into the road, and the Respondents' pitches.

29. The Tribunal observed that the Park contains variety of different park homes located on the Park, several of which had "for sale" boards located outside or on pitches.

30. An external cupboard, housing electricity switches was identified as being in the garden of another resident's pitch but was not visible from the road.

31. The four homes to the left of the entrance to the Park (as access is gained) appear to be newer than the other homes in the Park.

32. Generally, the Tribunal found that the road leading through the Park is in a reasonable condition. Although some water could be seen pooling in the majority of the surface water drains, it was not overflowing from any on the day of its visit.

33. The Tribunal visited the park twenty two months after the date of the 2023 review and ten months after the date of the 2024 review. There has been significant rainfall in Cornwall during February 2025, although it was dry during the inspection.

The Hearing

34. This was a Hybrid Hearing. The Tribunal had agreed to the format. The Applicant's representative attended remotely using the CVP platform. The Tribunal sat in Truro Magistrates Court, with Mrs Hood, Mrs Harper and Mrs Cornelissen attending in person. The format of the Hearing caused logistical difficulties. The Court cameras are set to record defined areas within the Court (particularly the dock which is not used for tribunal hearings). The microphones in the court were efficient but Mr Sunderland's voice was magnified to such an extent that it drowned out everyone else. Mr Sunderland frequently interrupted the Respondents and the speed at which he spoke and his tendency to provide discursive responses to questions, made it difficult for the Tribunal to record his submissions. The court clerk is unable to control the sound levels of a party appearing remotely and it is also more difficult for the Tribunal to ensure that parties who appear remotely comply with court rules.

35. Mrs Harper requested that the Tribunal allow her sister, Mrs Cornelissen, to assist with the presentation of her case on account of her medical condition. The Tribunal indicated to Mr Sunderland, who was quick to state that he had received no written notice of appointment of a representative, that it would accommodate her request notwithstanding the absence of any prior formal notice. It invited Mr Sunderland to agree which he did.

36. At the commencement of the Hearing, Mr Sunderland told the Tribunal that the Applicant was expecting the Tribunal to make determination of its applications for the pitch fees in both 2023 and 2024. Unfortunately, although the two applications had been joined by the Tribunal as both parties were aware, the members had not been notified of this or received the second bundle of documents relating to the 2024 pitch fee review application before the hearing.

37. After a short adjournment the hearing continued until the failure of the video connection in the Courtroom. This occurred during a discussion about electricity, resulting in the Judge failing to immediately notice and take account of the Respondent's references to the lost connection until she became aware of the disappearance of the Applicant's representative from the screens.

38. The loss of connection highlighted another difficulty with Hybrid Hearing which require that tribunal members juggle between writing notes, looking at their own screens, the court screen and those parties appearing in person.

39. Once the remote connection to the Applicant's representative was lost, the Tribunal emptied the courtroom until the video connection was restored.

40. The Tribunal established the following facts after reading the written submissions in both bundles, hearing oral submissions from the parties and their replies to questions from each other and the Tribunal.

    a. Wyldecrest acquired Tremarle Park in January 2022.
    b. Cornwall Council issued a new site licence initially omitting any site conditions. Mr Sunderland told the Tribunal he is still disputing one of the conditions subsequently imposed.
    c. Water and drainage (excluding surface water drainage) are supplied by South West Water (SWW) who directly invoice the Park residents.
    d. SWW threatened to disconnect the water supply to the Park in January 2025. No reasons were disclosed during the hearing. The Tribunal was told that subsequently SWW entered the Park and carried out works to fix leaks, as a consequence of which the water pressure has improved.
    e. The Applicant has not included any correspondence received from the Respondents between the date of service of the Pitch Fee Review Notices and the Date of the Tribunal's Directions (which directed the Respondent to respond) in the Bundle because he said he was not "directed to do so" by the Tribunal. However, the

Directions dated 17 October 2024 contain directions regarding the disclosure of all relevant correspondence received from the Respondents by the Applicant.

f. Mrs Hood and Mrs Harper both confirmed to the Tribunal that they had written to the Applicant after the receipt of each Pitch Fee Review Notice.
g. The Applicant is a reseller of electricity which it obtains from an authorised supplier and resells to the Respondent.
h. The letters sent by the Applicant with the two pitch fee review notices relating to the proposed increase on 1 April 2024 both stated, "the lower of the two figures will automatically be applied to your pitch fee from April 2024 and once the Tribunal has determined the pitch fee for April 2023, that figure will be reviewed retrospectively April 2023 in line with CPI and increased by 4% ....." [24.40 and 24.57].

Evidence of the parties

41. Mr Sunderland told the Tribunal that the Applicant is not responsible for the provision of the water supply, the condition of the water pipes or for defects on the Park relating to the supply or disposal of water or sewerage. He said that SWW had fixed all leaks in January 2025 and there is no longer any problem with the water supply.

42. Mr Sunderland claimed that it was his interaction with SWW which had achieved the "improvements" (his description). He said he had fought on behalf of the Respondent to resolve the problems. The Respondent did not agree. Mrs Harper told the Tribunal that as a consequence of the very low water pressure, some residents on the Park had been unable to heat their homes during the winter and the problem with low water pressure remained unresolved for more than two years. Their letters and emails show that they had complained about water pressure since being notified of the 2023 pitch fee review.

43. Mr Sunderland said that the Applicant had employed a lawyer to challenge SWW because it had threatened to disconnect the water supply to the Park. He told the Tribunal that he has not passed on the Applicant's legal cost to the residents of the Park. He insisted that as a result of the Applicant's actions the water pressure has been restored which he described as "an improvement" and therefore could not be evidence of loss of amenity.

44. There was no discussion about the location of the electricity meters which measure the electricity supply, or the method used by the Applicant to recharge the Respondents for electricity.

45. The Respondents claimed that the electricity supply is old, outdated and unreliable, and that it regularly fails causing switches to trip. Some switches are located within residents' properties, others in cupboards in gardens, some of which are in a poor condition. Tripping switches causes practical difficulties for the residents when the supply fails at

night. The Respondents have had to locate the tripped switches, often by torchlight to reconnect the supply.

46. Mr Sunderland blamed power outages on the Respondent's domestic appliances. He said the power failures identified are not the responsibility of the Applicant.

47. Mrs Harper referred to some of the electricity cables on the Park being submerged in water in the ground disputing the Applicant's suggestion that the cables are waterproof. She also said that SWW had commented on the poor condition of the electricity cables on the Park when fixing water leaks, but no written evidence was disclosed to the Tribunal. Mrs Hood's emails refer to a broken door on an external cupboard housing trip switches.

48. Mr Sunderland said that armoured electricity cables are designed to be submerged in water within the ground. He also said that the Applicant has never needed to obtain an electrical safety certificate for the Park. Mr Sunderland told the Tribunal that electrical certification is only required every 3 – 5 years. He said he believed that it might be necessary to obtain a certificate in 2025 and if so, this would, or was already being, addressed. The Applicant believes that the electrical supply is in good condition. He also said that the Applicant is not obliged to improve the supply, only to maintain it.

49. The Respondents confirmed that Mr Jefferys has been seen by residents cleaning gutters and flushing out the surface water drains usually in the evenings, by the light of a head torch, using water from the obsolete fire hydrants. Mrs Hood and Mrs Harper enquired about his competence (which they described as qualifications) to carry out the works he has undertaken.

50. Both Mrs Harper and Mrs Hood also raised concerns about vetting and safeguarding of persons working on the Park because of the age and vulnerability of some of the residents of the Park. They suggested that Mr Jefferys had sought to gain access to some homes.

51. Mr Sunderland described Philip Jefferys' role as an "Armchair Manager". He did not disclose for how long Mr Jeffery has been in that role. He said that he was a resident (of the Park) and that he is not employed or paid by the Applicant.

52. The Respondents enquired why the Applicant had not notified the Respondent and other residents that Philip Jeffery is its Armchair Manager.

53. In response Mr Sunderland robustly responded that experience had taught him that if he had notified the Respondents, it would have inevitably resulted in abuse of Mr Jeffery by the Respondent and the other residents of the Park. Speaking loudly and forcefully, he accused the Respondents of making disparaging comments about Mr Jeffery because Mrs Harper had described his behaviour as officious. He said

that the way in which Mrs Harper and Mrs Hood had spoken about Mr Jeffrey as "quite shocking". He accused them both of being combative.

54. Mr Sunderland denied that any verification or vetting of Mr Jeffery is legally required, taking issue with the use of the word "qualification". The Tribunal told both parties that none of this was within its jurisdiction.

55. The Respondents, whilst acknowledging that this was not clearly expressed in its written submissions, is unwilling to pay the pitch fee increases proposed because the water pressure on the Park was insufficient to enable them to live comfortably in their homes.

56. The Tribunal told the parties that it would rely upon Mrs Harper's letter and the three emails from Mrs Hood now included in the first bundle as the Respondent's submissions to the Application.

57. Mr Sunderland said that even if the Respondent's claim regarding loss of amenity had merit, which was not admitted, the condition of the Park has not changed or deteriorated since the Applicant acquired the Park.

58. Mr Sunderland described all the Respondent's complaints as "customer service" complaints. He said he had not replied to the comments in Mrs Hood's emails in his statement because he had not received permission from the Tribunal to address those comments. He reminded the Tribunal that should it decide to take account of any loss of amenity with regard to the 2023 Pitch Fee Review, it could not do so again with regard to the 2024 Pitch Fee Review.

The Law

59. All agreements to which the Act applies incorporate standard terms implied by the Act. Those that apply to protected sites in England are contained in Chapter 2 of the Part 1 of Schedule 1 to the Act. The principles governing changes in pitch fees are in paragraphs 16 to 20.

60. A review of the pitch fee can be undertaken annually on the review date. (Paragraph 17(1)). The owner must serve on the occupier a written notice setting out the proposals in respect of the new pitch fee.

61. Paragraph 16 of Chapter 2 of Schedule 1 to the Act provides that the pitch fee can only be changed in two ways:-

    a. with the agreement of the occupier of the pitch, or

    b. if the Tribunal, on the application of the owner or occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

62. If the pitch fee is agreed by the occupier, it will be payable from the review date (17(3)). If the occupier does not agree the change in the pitch fee the owner can apply to the tribunal for an order determining the amount of the new pitch fee which will be determined in accordance with paragraph 16(b). The occupier will continue to pay the current pitch fee

until such time as the new pitch fee is agreed by the occupier or an order is made.

63. The new pitch fee will be payable from the review date, but an occupier will not be treated as being in arrears until 28 days after either the date on which the new pitch fee is agreed, or the tribunal makes an order determining it. (17(4)).

64. There is a time limit within which an application must be submitted but the Respondents have not disputed the procedural validity of the pitch fee notices and so it is unnecessary in these proceedings for this Tribunal to say more about that.

65. The written notice will be of "no effect unless it is accompanied by a document which complies with paragraph 25A".

66. Paragraph 25A provides that the notice must:
    - **a.** be in the form now prescribed by The Mobile Homes (Pitch Fees) (Prescribed Form)(England) Regulations SI2023/620
    - **b.** specify the percentage change in the CPI which must be used to calculate the review,
    - **c.** explain the effect of paragraph 17,
    - **d.** specify the matters to which the new pitch fee is attributable,
    - **e.** refer to the occupiers obligations in paragraphs 21(c) to (e) and the owners obligations in paragraphs 22(c) and (d),
    - **f.** refer to the owners obligations in paragraphs 22(e) and (f) as glossed by paragraphs 24 and 25 (this relates to consultation about improvements with owners and any qualifying residents association).

67. In summary, paragraph 18 provides that on a pitch fee review "particular regard" is to be had to:-
    - **a.** sums expended by the owner on improvements since the last review date;
    - **b.** any deterioration in the condition and any decrease in the amenity of the site or adjoining land owned or controlled by the owner since 26 May 2013 "insofar as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph" ;
    - **c.** any reduction in, or deterioration in the quality of services supplied by the owner since 26 May 2013 to which regard has not previously been had; and
    - **d.** any direct effect of legislation which has come into force since the last review date on the costs payable by the owner on the maintenance or management of the site.

68. Paragraph 19 sets out the costs which cannot be taken into account which are:-
    - **a.** costs incurred by the owner in expanding the site;

b. costs relating to the conduct of proceedings under the Act or an agreement; and

c. fees relating to the alteration of site licence conditions or consent to the transfer of the site licence.

69. Paragraph 20 is the starting point for the Tribunal's jurisdiction when considering what order it should make. That paragraph provides that **unless this would be unreasonable**, there is a presumption that a pitch fee will increase, or decrease, in line with the change in CPI* during the last 12 months (Tribunal's emphasis)

70. *Until 2 July 2023 the relevant index was RPI. This is relevant to this decision as the presumption for the 2023 Pitch Fee Review is that the Pitch Fee will increase in line with RPI.

71. RPI increased by 13.8% during the relevant 12 month period which applied to those reviews.

72. The Tribunal can refer to paragraph 18(1) of Chapter 2 of Schedule 1 to the Act and decide if it would be unreasonable to apply the presumption.

73. The matters referred to, in relation to which the Tribunal can have particular regard include both improvements made to the site by the owner since the last review date and deterioration in the condition, and any decrease in the amenity of the site or any adjoining land occupied or controlled by the owner since the date the paragraph came into force.

74. Therefore, the presumption of the increase in the pitch fee can be displaced if anything in paragraph 18 is relevant, or if there are other factors of "sufficient weight".

75. The case law suggests that the starting point is that the Tribunal must decide if it is reasonable for the amount of the pitch fee to change (paragraph 16(1)) but it is within its discretion to determine the increase proposed.

76. The Upper Tribunal has given guidance to this Tribunal in a number of cases. In **Britaniacrest Limited v Bamborough [2016] UKUT 144 (LC)** it identified three basic principles which it said shaped the statutory approach to pitch fee review in paragraph 19 of its decision.

77. **Firstly** the pitch fee can only be changed either (a) with the agreement of the occupier, or (b) if the appropriate judicial body, following an application by either party, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee; **secondly** if Para 17(1) is followed so the machinery for the proposed increase has been correctly undertaken on the correct dates using the prescribed form of notice; and **thirdly** when the statutory presumption has been taken into account (Para 20), and the proposed increase is in line with the change in RPI (up or down) and calculated by reference to

the latest published index for the month which was 12 months before that to which the latest index relates.

78. The decision stated that "The FTT is given a very strong steer that a change in RPI the previous 12 months will make it reasonable for the pitch fee to be changed by that amount but is provided with only limited guidance on what other factors it ought to take into account" (paragraph 22). The Upper Tribunal went on to decide that the increase or decrease in RPI only gives rise to a presumption, not an entitlement or a maximum, and that in some cases, it would only be a starting point to the determination.

79. In other words, if the presumption that the change limited by RPI produced an unreasonable result, the Tribunal could rebut it. "It is clear, however, that other matters are relevant and that annual RPI increases are not the beginning and end of the determination because paragraphs 18 and 19 specifically identify matters which the FTT is required to take into account or to ignore when undertaking a review".

80. That starting point is, subject to the proviso that, it must take particular regard to the factors in paragraph 18(1) and must not take into account other costs referred to in paragraph 19 (but those are not relevant in these proceedings). The Tribunal must also apply the presumption (paragraph 20) that any increase (or decrease) must be no greater than the percentage change in the RPI (now the CPI) since the last review date **unless that would be unreasonable** (tribunal's emphasis) having particular regard to the paragraph 18(1) factors.

Reasons for the Tribunal's decision

81. The Tribunal has not seen any occupation agreements. It has therefore assumed that the Respondents' occupation of its pitches is regulated by the implied terms in the Act.

82. The parties agree that the Applicant has complied with its legal obligations with regard to the service of the Pitch Fee Review Notices for 2023. The Tribunal having noted that the Applicant served two notices with regard to the 2024 pitch fee review has not yet decided whether that compromises the Applicant's claim. It simply records that it accepts that the Applicant sent a letter with both notices it served stating that each notice was served without prejudice to the other.

83. The evidence the Tribunal received and heard identified a significant issue with regard to water supply to the Park which has affected the Respondents for several years. The Applicant did not offer any evidence which suggested otherwise. The Tribunal accepts that the consequences of the low water pressure had a significant impact on the Respondents' enjoyment of their homes on the Park until this was remedied in January 2025.

84. Whilst Mr Sunderland submitted that complaints were not made to the Applicant by Mrs Harper and Mrs Hood, the Tribunal disagrees. Three emails from Mrs Hood and a letter from Mrs Harper have now been disclosed.

85. The Tribunal found it disingenuous of the Applicant to claim that it need not disclose correspondence received from the Respondents prior to its Application. It is misleading for the Applicant to state in his written evidence that he had not received any written response to the proposed pitch fee increase. It concluded that Mr Sunderland was aware that both Mrs Hood and Mrs Harper had written to the Applicant.

86. The Act anticipates that the Applicant will seek an annual increase in Pitch Fees in line with the increase in CPI (formerly RPI). It is intended that the parties should try to agree the increase.

87. It is reasonable to assume that the intention of the legislation was that service of a notice at least one month prior to any proposed annual uplift of pitch fees would trigger a dialogue between the Park owner and the occupiers. In most cases, owners and occupiers will agree rise in pitch fees, whether because the latter will accept the increase proposed or because the owner will compromise on the amount because it is aware of and takes account of factors which make that appropriate.

88. The Applicant has said **it was not directed by the Tribunal** to disclose evidence about communications sent to it by the Respondents which preceded the issue of its application to the Tribunal. The Tribunal Directions issued following the submission of its application **directed the Respondent to confirm if it wished to oppose the increase and to provide copies of the evidence and documents on which it wished to rely**. Therefore, written complaints made by the Respondents before the date of the Directions were not disclosed by the Applicant. Mr Sunderland went further even suggesting that the Applicant could not offer any evidence to the Tribunal which it was not directed to provide.

89. The Tribunal does not accept that the stance adopted by the Applicant, is correct. From the oral evidence it heard and the written evidence in the bundles, the Tribunal is satisfied that the Applicant knew that both Mrs Harper and Mrs Hood had written to it with their reasons for objecting to the proposed pitch fee increase. The emails and letters included in bundle 1 were only included following the Tribunal directing the Applicant to include those letters in the bundle.

90. Respondents to applications for the determination of pitch fee increases are inevitably litigants in person and will be unfamiliar with the legislation and the Tribunal's procedures.

91. The Applicant is familiar with both the legislation and Tribunal procedures. Mr Sunderland is adept at manipulating both, to the Applicant's advantage. He has made several case management applications for the Respondents' cases to be struck out because they did not comply with the directions despite knowing that the Applicant had received correspondence from both Mrs Harper and Mrs Hood disputing the increases proposed, and explaining why, before he applied to the Tribunal.

92. The Applicant has filed case management applications in these proceedings to enable it to submit additional evidence which might support its application or to rebut another's application. It is well versed in so doing, whereas the Respondents are not. Had the Applicant wished to file evidence which it considered to be to its advantage, it would have done so regardless of any directions made by the Tribunal.

93. There is no equality of arms between the parties to these proceedings. The Respondents who appeared at the Hearing represented themselves and were bombarded with accusations and forceful submissions from the Applicant's representative as well as being exposed to his disrespectful conduct during the hearing.

94. Having regard to its overriding objective, it was appropriate for the Tribunal to do what it could to assist the Respondents to enable a fair and just outcome and this was made more difficult because of the Hybrid hearing.

95. The format of the Hearing was specifically agreed to accommodate the Applicant.

96. The Tribunal therefore records that it found it particularly disappointing, as well as inappropriate, disrespectful and contrary to the Tribunal's overriding objective, that Mr Sunderland took advantage of the format to behave in a way which the Tribunal suspects he would not have done had he attended the Hearing in person.

The 2023 increase

97. The Tribunal is satisfied that the Applicant was fully aware of the Respondents' complaints about the water pressure on the Park soon after the service of the 2023 Pitch Fee Review Notices on the Respondents.

98. Mrs Harper's letter was received by the Tribunal on 12 July 2024 and forwarded to the Applicant. She said that it replicated a letter she said she had sent to the Applicant in March 2023. That is clearly explained in her second letter, which showed her additional comments in red. Mrs Harper said that she had reported the low pressure to SWW and spoken to them on numerous occasions and it had contacted her subsequently to check whether the site owner had been in touch. At that time SWW clearly believed that it was for the Applicant to resolve the problems. The Tribunal is satisfied that SWW contacted the Applicant, but the Applicant did nothing [92]. The Applicant was aware of the ongoing

problems with the water pressure in March 2023. The Tribunal does not know if it was aware of the problems before that date but concluded that it should have been aware of the problem, when it acquired the Park in January 2022.

99. Mrs Harper said that the that the water pressure had been low during the previous two years, (the whole of the period of the Applicant's ownership). Mrs Harper also referred to the sewerage problems and drain blockages and other matters.

100. The Applicant has not denied receiving Mrs Harper's letter. Instead, Mr Sunderland claimed repeatedly that **he was not directed** to disclose it.

101. The Tribunal was concerned to hear verbal evidence from Mrs Harper and Mrs Hood that, as a consequence of the very low water pressure, some residents had been being unable to use their central heating during the winter. Other residents have apparently replaced boilers but without gaining any benefit because the water pressure was insufficient to enable the boilers to operate.

102. Mrs Hoods three emails [86 – 89] also refer to the poor state and condition of the water electricity and drains.

103. The Respondents mentioned that some drains were recently cleared, at the instigation of the Armchair Manager. Although the actual date of his "appointment" or his assumption of the responsibilities he has undertaken, was not confirmed by the Applicant, it did not precede the date of the 2023 Pitch Fee Review.

104. The Tribunal finds it reasonable to assume that it is likely the Applicant obtained a condition survey of the Park prior to its purchase, if only to enable it to estimate its expenditure in maintaining the Park and to ascertain if the level of pitch fees income was sufficient to make the purchase economic.

105. Whilst it appears that SWW has now improved the poor water pressure, apparently "by fixing numerous leaks", no evidence was provided as to whether it will resolve the problems identified by the Respondent with regard to the foul drainage.

106. The Tribunal has concluded, based on what the Applicant's representative said during the Hearing, that the Applicant only engaged with SWW because of its threat to disconnect the water supply in January 2025.

107. Before that, the Applicant had consistently failed to respond to or address any of the Respondents' complaints about poor water pressure and its impact on their enjoyment of their properties. The Tribunal finds that it should have engaged with SWW as soon as it received complaints to investigate the cause and identify who was responsible for resolving the problem.

108. It was the threat of disconnection of the water supply to the Park, not any concern about the welfare or wellbeing of the Park residents, which prompted the Applicant to take legal advice.

109. Mr Sunderland said that as a result of the Applicant's action, SWW had accepted responsibility for the water supply on the Park.

110. The Tribunal does not know whether Mr Sunderland's account of what occurred is either complete or correct.

111. Mr Sunderland said was that the water leaks had been fixed. He did not clearly state that SWW was responsible or that it has accepted responsibility for all the water infrastructure including the foul drainage within the Park. That would be unusual since drainage within the boundaries of a property would normally the responsibility of the landowner, not the water supplier. However, it is not a matter for this Tribunal.

112. The Tribunal simply records that no definitive evidence was provided by either party as to the ownership of the infrastructure within the Park which enabled the water supply and the foul drainage.

113. From the evidence of both parties, it appears that the Applicant has accepted responsibility for the surface water drainage, which presumably is one of the reasons which prompted it to engage the services of its Armchair Manager who appears to have arranged or undertaken personally responsibility for cleaning the road gutters and some drains.

114. Although in her three emails Mrs Hood referred to the poor condition of the electrics, and that the catch on the box which houses her trip switch is broken and kept in place with a piece of wood, and said that the supply is temperamental, she has produced no other evidence how that defect would interfere with or interrupt her electricity supply.

115. There is no indication whether the electricity supply was ever better than it is now, or if it has deteriorated. Both Mrs Hood and Mrs Harper said during the hearing that other contractors considered that the condition of the electrics is unsatisfactory, but the Tribunal was not shown evidence to substantiate their comments or what Mrs Hood said in her emails.

116. Mr Sunderland said he did not believe it had been necessary for the Applicant to obtain a certificate regarding the condition of the supply until this year and he suspected that arrangements to obtain any necessary certification might be ongoing.

117. The Tribunal finds, based on the evidence that it has heard, the reduced water pressure which has affected the water supply to the Park before the 2023 pitch fee review, and possibly for some time prior to that has resulted in a significant loss of amenity. It has received no evidence that the identified loss of amenity previously affected the settlement of a pitch fee review.

118. The Tribunal is unable to make a similar finding with regard to the electricity supply. The evidence provided is not sufficiently weighty to demonstrate that it has led to a loss of amenity.

119. The Tribunal finds that the presumption that the pitch fees should increase in line with RPI in April 2023 is rebutted.

120. It therefore determines that the pitch fees for Mrs Harper and Mrs Hood will not change in 2023.

61 and 62

121. The Tribunal has determined the pitch fees for Miss Locke and Mrs Philp on the papers and without receipt of any evidence or submissions from them.

122. Since it has found that there is a loss of amenity because of the prolonged reduction in water pressure which affected the Park until January 2025, it must be the case that Miss Locke and Mrs Philp were also affected. For that reason, it determines that their pitch fees should not change in 2023.

Generally

123. The Tribunal finds that there is no merit in the Applicant's claim that it has improved the Park because of its actions to force SWW to accept responsibility for the water pipes within the Park and to repair the leaks. It has done nothing to address the problem with the water pressure until 2025, almost two years after it received Mrs Harper's response to the 2023 pitch fee review. The Applicant is obliged to maintain a satisfactory water supply on the Park. The evidence before the Tribunal demonstrates that it has failed to comply with this obligation for at least two years and possibly longer.

124. Neither party provided evidence about any actions taken by SWW to address the problems identified by the Respondents with regard to the foul drainage.

The 2024 increase

125. Whilst at the date of the proposed increase the water pressure on the Park was inadequate, just as it had been in 2023, the Tribunal has already taken this loss of amenity into account in determining the 2023 pitch fee review. Therefore, it cannot be taken into account again, unless there is evidence of a further loss of amenity (since the date of the 2023 review).

126. The Tribunal has received no compelling evidence of a further escalation of the problems with the water supply. None of the evidence it has received makes any distinction between causes and effects of the problem with the water pressure in 2023 and 2024. The Tribunal has therefore concluded that there was no difference in the water pressure in 2024.

127. When determining the 2023 pitch fee review the Tribunal found that it had received insufficient evidence about the problems identified by the Respondents with regard to the condition of the electricity supply. For the same reasons as stated above, it finds that that evidence about the unreliable electricity supply provided is not sufficiently weighty to enable it to conclude that this is evidence a loss of amenity.

128. The Tribunal therefore determines that the Applicant is entitled to a pitch fee increase in 2024 in line with the change in CPI.

129. The pitch fees determined by the tribunal and payable by the Respondents from 1 April 2023 and 1 April 2024 are set out in paragraph 2 above.

130. From the content of the letters sent to the two Respondents to its application in 2024 (Mrs Hood and Mrs Harper) it appears that the Applicant, contrary to the legislation, has sought to recover an increased pitch fee from the Respondents in advance of this determination. The Tribunal reminds the Applicant of the content of Paragraph 17 of Schedule 2 to the Act.

131. The Applicant asked the Tribunal to order the reimbursement of its application fee. Rule 13(2) and (3). The Tribunal declines to make an order in respect of the fees for either 2023 or 2024. Without these applications the Respondents would have been liable to pay increased pitch fees for occupation of pitches on a Park where there had been a significant reduction in amenity of which the Applicant was fully aware of but had declined to remedy.

Judge C A Rai

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.