



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

Case Reference : CHI/29UC/PHI/2024/0121

Property : 15 Laburnum Drive, Oakwood Court, Hogmoor Road, Bordon GU35 9HW

Applicant : AR (Oakwood) Limited

Representative : Regency Living

Respondent : Mr M Bell & Mrs S Bell

Representative :

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

Tribunal members : Regional Surveyor A Clist MRICS
B Bourne MRICS
T Wong

Date and place of Hearing : 4 December 2024 at Havant Justice Centre

Date of Decision : 10 March 2025

DECISION

Summary of Decision

The Tribunal determines a pitch fee of £276.88, payable from 1st February 2024.

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

REASONS

Background

1. On 28 March 2024 the Applicant site owner sought a determination of the pitch fee of £278.48 per month payable by the Respondent.
2. The Pitch Fee Notice submitted was dated 22 December 2023 and is a 'late review' effective from 1 February 2024. This is confirmed in Section 3 of the Pitch Fee Review Form.
3. On 5 June 2024 the Tribunal received a reply form from the Respondent (which was sent out at an earlier stage of the application process). The Respondent objected to the application and submitted a response.
4. Directions were issued on 8 October 2024 setting a timetable for the exchange of documents preparatory to a hearing to take place on 3 December 2024.
5. By email on 14 October 2024 the Applicant made a case management application requesting that the Applicant be amended to AR (Oakwood) Limited. The application was approved and the Applicant updated accordingly.
6. On 14 October 2024 and later submitted on a case management application dated 27 October 2024 the Applicant applied to the Tribunal, requesting to change the date of the hearing as the Applicant will be at another hearing in the Midlands.
7. The Respondent opposed the request in two emails of 15 October 2024 and 22 October 2024, requesting a hearing at an earlier date.
8. The case management application was approved, with the hearing listed for the following day, Wednesday 4 December 2024.
9. On 28 November 2024, the Applicant made a further case management hearing for an extension of time for receipt of the bundle. The Applicant had sent the bundle via email on the date of the deadline, but that emailed had bounced back to the sender. The Applicant resent the bundle on the 28 November 2024.
10. The case management application was approved although the Tribunal noted that the bundle did not comply with earlier directions. The Applicant was given until 4pm on 29 November 2024 to send an amended bundle.
11. On 29 November 2024 an amended bundle was received by the Applicant.

12. The Tribunal were provided with a hearing bundle extending to 147 electronic pages. The bundle included the Application Form PH9, the pitch fee review form and Notice, the Written Statement, the Respondent's reply and form, and the Applicants' reply. References in this determination to page numbers in the bundle are indicated as [].
13. These reasons address in summary form the key issues raised by the Applicant and the response of the first Respondent. 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.
14. This decision has been regrettably delayed beyond the timeframe indicated to the parties at the hearing, to which the Tribunal apologises for.

The Law

15. The relevant law is set out in the Mobile Homes Act 1983 (as amended) ("the Act").
16. 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.*
17. 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)
18. 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.
19. 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).*

20. 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.”*

21. 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.”*

22. 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].*

23. 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.*

24. In *Vyse v Wyldecrest Parks Management Ltd* [2017] UKUT 24 (LC) the Upper Tribunal considered the operation of the 1983 Act and the appropriate approach to be taken. It was held that:

- (a) *The starting point is that there is a presumption that a pitch fee shall not increase or decrease by more than the relevant RPI percentage unless it is unreasonable to do so.*
- (b) *The presumption operates unless it is displaced by other competing matters which renders the increase unreasonable.*

(c) Particular regard must be given to the matters at paragraph 18(1) of the schedule, but other 'weighty matters' may also displace the presumption.

The Inspection

25. The inspection took place on the morning of the 4th December, prior to the hearing. In addition to the Tribunal members, the inspection was attended by Mrs Reach for the Applicant and Mr Bell for the Respondent.
26. Upon arrival at 15 Laburnum Drive Mr Bell informed us that Mrs Bell had already travelled to the hearing venue. Mr Bell telephoned Mrs Bell with the Chairperson explaining that the inspection could either take place in her absence, or Mr Bell could accompany us. Alternatively, the panel and Applicant were content to wait for Mrs Bell to travel back to the site to participate.
27. Mrs Bell expressed a concern that the inspection is post the review date and the panel would not have the benefit of her submissions. The process was explained to Mrs Bell that the panel would not take submissions during the course of the inspection and any evidence would be heard and tested at Havant. Additionally, the panel had regard to the inspection being some 10 months post the review date but that the inspection would enable the panel to form an impression of the site. Mrs Bell confirmed that she was happy for us to proceed with Mr Bell in attendance whilst she awaited our return at the hearing venue.
28. The Tribunal first viewed the area surrounding 15 Laburnum Drive. The park homes were modern and the site appeared generally well maintained and attractive although areas of degradation to the tarmac roads and concrete paths were noted. Some patch repairs were visible.
29. The site was bound by dense woodland to the west, with established residential housing to the northern and southern boundaries and Hogmoor Road to the east.
30. The Tribunal proceeded to view the older area of the park known as Redhouse, to the southern boundary of the site. This area is understood to be under redevelopment. The Tribunal panel observed some vacant pitches with some older style mobile homes cited and small, derelict buildings. One home was noted to have broken in half and there were areas of waste surrounding. To the south-east of the Redhouse part of the site was a new social hub, yet to be cited but understood to be so imminently with contractors on site at the time of inspection. Mrs Reach explained that the hub will eventually replace the existing coffee lounge. A second open entrance was observed by the Tribunal panel to the rear of the new social Hub.
31. The Tribunal then viewed the existing communal coffee lounge / social hub internally, noting that it appeared as a modern park home, equipped with a kitchen / dining area, further dining room, W.C's and lounge. There was also an external veranda with seating. The panel then viewed the visitors' car park and

site office (externally) before viewing the main entrance and gates along the east of the site, bounded by Hogmoor Road.

32. The park's main entrance comprises a masonry wall with decorative wrought iron gate. The entrance area was landscaped with ornamental features. The panel noted that there was some corrosion to the hinges and fixings to the gates. An electric security pad situated close to the opening of the gates.

The Hearing

33. The hearing proceeded immediately after the inspection at Havant Justice Centre and was attended by Mrs Reach on behalf of the Applicant and Mrs Bell for the Respondent.

The Applicant's Case

34. Mrs Reach provided her opening statement. Mrs Reach explained that the park was originally called Bordon Park but the owners went into administration on 15 August 2023. Regency Living took ownership in January 2024, with the site license transferring in June of the same year. Mrs Reach confirmed the review date of 1 February 2024, stating that it was a late reviewing owing to awaiting the outcome of the previous year's pitch fee determination by this Tribunal.
35. Mrs Reach confirmed that the applicant was seeking a 4.6% increase for the year based upon the prevailing Consumer Price Index (CPI).
36. Mrs Reach addressed the Respondent's objections to the pitch fee increase in turn.
37. With respect to the entrance gates, Mrs Reach stated that they are opened and closed with motors which occasionally fail. As external contractors are required to undertake such repairs, delays are sometimes experienced. Mrs Reach stated that she did not consider the issue of the faulty gates to be a deterioration of the site, but a temporary failing which she believed to have occurred in March 2023.
38. Mrs Reach then addressed the Respondent's submissions as to promised facilities that have not been delivered on the site. Mrs Reach explained that two buildings intended for a coffee lounge and gym had been delivered to the park although had not been sited in place, causing them to become damaged. Both buildings were subsequently removed, with the coffee lounge repaired off-site and has now been redelivered and due to be cited imminently. Mrs Reach stated that a temporary coffee lounge was provided by the car park which was available to all residents, although she was not sure if Mr and Mrs Bell use the facility.
39. Mrs Reach considered the two issues to be the Respondent's main objections relevant to the pitch fee review although she would be happy to answer any questions regarding payment of gas and water which Mrs Bell had queried within the bundle.
40. Mrs Reach explained that the park homes were to be installed with individual water meters and that park home owners would then be liable for their own

water charges where previously the site owner had paid for such. She did not consider the change in arrangement to be a deterioration of the condition of the site or amenity.

41. Mrs Bell did not have any questions for Mrs Reach.
42. Upon questioning by the panel, Mrs Reach confirmed that the CPI rate adopted was that for October 2023. She further confirmed that she was an Operation Manager for Regency Living, responsible for managing nine parks, staff and applications to the Tribunal. She stated that Oakwood was not one of the nine parks she managed and with the exception of the inspection earlier that day, she had not personally visited the park for some 6 months prior.
43. The panel questioned Mrs Reach on the entrance gates. To Mrs Reach's recollection, the gates were not consistently broken throughout 2023, stating that the first occasion was in January of the same year which lasted a few days. In February 2023, a gate came off its hinge which she believed was then removed in March for a number of weeks. Mrs Reach understood that later in the year the gates were forced open by a resident's family member although she could not recall the time of the event. Mrs Reach added that there was some delay to repairing the gates owing to difficulties in releasing funds from the Administrators as the issue was not one that affected health and safety. She believed the delay in March 2023 was due to the contractor being unable to apply the appropriate chemical treatment to the gates owing to adverse weather conditions. There was then a delay awaiting for the contractor to become available again.
44. Mrs Reach stated that there was no maintenance contract in place under the previous owner but that Regency Living had recently tendered for such.
45. Mrs Reach explained that there was a second site entrance at Redhouse which had always been open/unsecure. When the site was previously separated there was a pedestrian gate and heras fence that could be opened so there had always been other access available to the park in addition to the front entrance gate.
46. Mrs Reach explained that the entrance gates were always open during daytime hours, closing at between 4:30pm – 5pm each day.
47. In relation to the panel's questioning to the supply of water and payment of such, Mrs Reach explained that it had previously been funded by the site owner. Water meters had not originally been installed but are now in the process of being so. Mrs Reach added that the pitch fee was exclusive of water and residents had never been charged as costs for usage could not be calculated per pitch without meters in place. The owner had therefore borne the cost of water and has now covered the cost for installation of the meters. She confirmed that as such, water does not affect the pitch fee.
48. Mrs Reach confirmed that she had never seen a full breakdown of the pitch fee costs but understood it contained an element for sewerage. She did not know why the same had not been provided to Mrs Bell despite her requests for such but she could request that a breakdown is provided to her.

49. The panel questioned Mrs Reach on the provision of facilities. Mrs Reach confirmed that the coffee lounge / social hub and gym were due to be installed in July 2023 but were delayed. She added that the unit intended for use as a gym was now cited and in use at another park. There are no current plans for a gym or swimming pool at Oakwood Park.
50. Mrs Reach stated that the original pitch fee did not include the cost of supplying any facilities. She added that the pitch fee was for the plot and sewerage costs and any facilities that were promised would be subsidised by the park owner and not reflected in the current pitch fee.

Respondent's Case

51. Mrs Bell gave her opening statement. Mrs Bell stated that regardless of whether leisure facilities were included in the pitch fee, the facilities were promised and it was the reason that she and her husband bought their home. In an acknowledgment of such, some park home residents received £2,000 compensation although Mr & Mrs Bell did not receive a payment as the payments were made to those who took occupation earlier than them. Notwithstanding, Mrs Bell said such a level of compensation would not suffice as the cost of obtaining off-site facilities at say a private gym/leisure centre would be circa £40 per month.
52. Mrs Bell referred to her evidence [25] of a Newsletter from 2022 from the park owner referring to an amenity unit and swimming pool.
53. It was said that the current (temporary) coffee lounge was not fit for purpose, it was hot and stuffy and she became ill every time she had visited. There was no restriction on the amount of people allowed in the lounge initially. Mrs Bell said that she had experienced sickness and recurrent ear infections for a couple of months following a visit although it was accepted that visiting the lounge may not have been the cause of the latter. There is now a restriction in place for a maximum of 40 users which Mrs Bell feels is still far too high given the size of the unit.
54. Mrs Bell stated that she had requested a breakdown of the pitch fee from the Applicant on several occasions but had not received the same. An email was received [30] simply stating in basic terms that the pitch fee included refuse collections, maintenance of the grounds and staff on site. There was no mention of sewerage which should be included as per the Written Statement. Mention was made to another site in Surrey that pays £40 a month pitch fee which was considered to be low although no evidence was provided of such.
55. Mrs Bell referenced Mrs Reach's evidence that the Applicant would cover the costs of providing the facilities, in addition to the water charges until recently. It was questioned where the funding for such was coming from and without a breakdown of the pitch fee she could only conclude that pitch fees were covering these costs.

56. Mrs Bell referenced the application form whereby the Applicant had stated that there had been no improvements on site since the last review. It was said that as no extra costs have been incurred an increase to the pitch fee is unjustified. Further, the Applicant had stated that there had been no deterioration in the condition of the site or decrease in amenity to the site (or adjoining land) to which was challenged by Mrs Bell who said that the front entrance gates had deteriorated to the point of breaking on more than one occasion. She also mentioned the loss of fencing between the former Redhouse and Oakwood parts of the site although accepted that this was necessary for the Applicant to comply with the requirements of the site licence. It was stated that both issues affected the security of the site.
57. Mrs Bell stated that Mrs Reach's recollection of the disrepair of the gates was incorrect. She referred to an email from Ryan Arnold, the Park Supervisor [37] regarding broken gates on 17 February 2023 so they must have been broken prior to March 2023. She stated that they were also broken in January and gave further references to correspondence evidencing that they were also broken in June [23], July [40] and September [45]. It was stated that the issue in September related to a faulty keypad and so the gates had to be manually opened.
58. Mrs Bell referred back to the lack of promised facilities providing evidence [25 and 33] that the social hub and gym should have been sited last year with another year having passed without such again. It was said that this evidence was not provided to the Tribunal in response to the application made for last year's review as she was not aware that it would be required. The question was posed to Mrs Bell from the panel as to whether there have been any physical changes on site in terms of the facilities offered from the previous year to which she confirmed that there had been no changes on site from the previous review year.
59. Mrs Bell mentioned that in addition to water, the Applicant had been supplying gas to some of the residents but she was unclear how this cost was being covered. Mrs Bell was invited to pose the question to Mrs Reach who stated that she couldn't answer the question but the accounts team have confirmed that they will continue to pay for water until the meters are installed.
60. Upon questioning by the panel, Mrs Bell stated that the entrance gates were broken from 17 February 2023 until 13th April 2023 on that particular occasion, which was the longest length of time that the gates were broken. She believed that subsequent issues were resolved in shorter periods of time. It was stated that other access was available to the site throughout but there were occasions when the customer accounts team had advised that the gates were open when they had remained broken which she considered to be poor customer service.
61. Mrs Bell stated that on the 7th June 2023 workers laid slabs to the pitch opposite, working until 9pm and creating excessive noise. There was no site manager to oversee the work. Upon complaint to the Applicant, it was advised that it would not happen again yet the work continued the next day. It was stated that the workers were shouting, swearing and playing a radio. The noise induced a headache.

62. Mrs Bell declined to give a closing statement, as did Mrs Reach although Mrs Reach wanted to reassure Mrs Bell that she did not make a statement to her husband regarding the use of the coffee lounge.
63. The Chair asked Mrs Reach for submissions with regards to costs, to which it was said that the Applicant was happy to cover the application costs and was not seeking reimbursement from the Respondent.

Findings of Fact and Determination

64. The Tribunal finds that the Applicants are entitled by virtue of the implied terms contained within paragraph 17 of Part 1 of Chapter 2, of Schedule 1 to the Mobile Homes Act 1983 to undertake a late review of the pitch fee. The annual review date of 1 January is preserved.
65. The Applicants served the pitch fee review Notices and prescribed forms on the Respondent on 30 November 2023, with an effective date of 1 February 2024. The Tribunal finds that the Applicants were entitled to do so.
66. The Tribunal finds that the Applicants adopted the correct CPI percentage of 4.6%, that being the October 2023 figure, published in November 2023.
67. The Tribunal finds that the correct effective date for the pitch fee review, in this instance, is 1 February 2024.
68. The Tribunal is satisfied that the Applicants complied with the procedural requirements of paragraph 17 of Part 1 of Schedule 1 of the 1983 Act in this matter.
69. 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.
70. 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 CPI.
71. The Tribunal further reminds itself that the inspection only demonstrated the condition of the Park on that day and not on the relevant date of the pitch fee review. The Tribunal is aware that, on occasion, a party may seek to enhance the aesthetics of a Park prior to the Tribunal attending, evidence of which typically including grass cutting, hedge maintenance and pot-hole filling. During the Tribunal's inspection on the 4 December 2024 it was evident that communal grass areas, hedges and greenery were being cut throughout the course of the inspection and contractors were on site in relation to the new coffee lounge /

social hub.

72. The Applicants assert that they are entitled to a pitch fee increase in line with the appropriate CPI index, stating that the Respondent has not displaced the statutory assumption.
73. The Tribunal considered each issue raised within the Respondent's evidence in turn:

Entrance gates and Security

74. The Tribunal preferred the evidence of Mrs Bell in relation to the number of occasions that the gates fell into disrepair throughout 2023. Mrs Reach was candid in stating that she was not entirely clear on the timeline of events, whereas Mrs Bell had evidenced a series of communications with Regency Living that the gates were broken from 17th February – 13th April 2023 with additional failings throughout from June-September 2023, albeit repairs were undertaken in shorter timeframes.
75. With regards to the removal of the heras fencing between the new part of the site and the former Redhouse site, Mrs Bell did accept that this was a licence condition of East Hampshire District Council and whilst a concern to her, it was out of the control of the Applicant.
76. The Tribunal considered the matter of security. The site was open at a second entrance to the former Redhouse area of the site and so the site was effectively not secure regardless of the operation of the main entrance gates. This was considered to be the case even whilst there was a heras fence between former Redhouse site and the newer part at Oakwood as pedestrian access remained possible between the two parts. Furthermore, the main gates were always open during the day. Notwithstanding, security often relates to the perception of such. It is of no doubt the entrance gates would have offered the occupiers some degree of reassurance overnight and gave the appearance of a gated community. They enhanced the appearance of the site entrance, adding a degree of grandeur which is of no doubt appealing to the occupiers.
77. It was clear from the evidence that the number of faults and length of time of the faults with the entrance gates early in 2023 that the disrepair was persistent throughout the review period and accounted for a deterioration in the condition and decrease in the amenity of the site.
78. The Tribunal does not consider the same can be said for the removal of the heras fencing between the former Redwood part of the site and the newer part owing to its temporary nature and the loss resulting from a licence condition.

Leisure Facilities

79. With regards to the promised facilities, Mrs Reach accepted that there had been a delay to the installation of the permanent coffee lounge / social hub, in addition to the admission that there were currently no plans for a gym or swimming pool. Furthermore, Mrs Reach did not dispute Mrs Bell's evidence that the facilities

were initially planned to be installed at the site.

80. Whilst the Tribunal finds that the facilities were initially promised to residents, it found difficulty in finding that it had displaced the presumption of a CPI increase to the pitch fee, not least because it is difficult to reconcile a deterioration in the condition and any decreases in the amenity of the site for items that have never existed there.
81. In the Tribunal's consideration of other 'weighty factors', Mrs Bell had accepted that there had been no physical changes on the site from the previous review year, the temporary coffee lounge remained available for residents as it has been the previous year. The Tribunal is limited to assessing the reasonableness of the increase of the pitch fee review, not the pitch fee itself. Such reasoning extends to Mrs Bell's complaint that the coffee lounge was too small and not fit for purpose where there had been no physical change to the facility within the review year.
82. In terms of Mrs Bell's complaints as to the illnesses she encountered following visits to the coffee lounge, the Tribunal finds that such claims are unsubstantiated.
83. No evidence was adduced to demonstrate that the pitch fee reflected the cost of providing the undelivered facilities as suggested by Mrs Bell. Notwithstanding, the Tribunal had great sympathy with Mrs Bell who had requested on numerous occasions a full breakdown of the pitch fee, to which was not provided to her. Notwithstanding, an email communication dated 16 January 2024 [30] stated what was included in the pitch fee, albeit the Tribunal does accept that there was no mention of sewerage costs.
84. The Tribunal placed great weight on the Written Statement to which makes no mention of the inclusion of leisure facilities costs.
85. The Tribunal considered the potential that the anticipated costs of installing the promised facilities may have been reflected in the initial sale prices of the park homes, the price of which may have been inflated by the promise of such, rather than within the pitch fee itself. The Tribunal found that any misrepresentation or failed obligations to deliver said leisure facilities may be best addressed through other legal routes.
86. The Tribunal found that the statutory presumption had not been displaced for this review year.

Water Charges

87. With regards to the supply of water, the Tribunal prefers the evidence of Mrs Reach and places most weight on the Written Statement which does not state that water charges are included within the pitch fee, charges for which being the obligation of the occupants.
88. The Tribunal rejects Mrs Bell's assertion that the cost of the water to date could have been covered by the pitch fee alone, considering that the Applicant would

likely have other sources of income aside from the pitch fees at Oakwood Park to fund such. In any case that was not a determining factor.

89. The Tribunal considered that the occupiers had previously had the benefit of free water as a result of the previous site owner having not installed meters to calculate and apportion appropriate charges to individual occupiers. The obligation of covering the cost was nevertheless upon the occupiers and was a distinct issue from the pitch fee.
90. The Tribunal therefore found that the issue of water charges was not a relevant factor in consideration of paragraph 18 and therefore did not displace the statutory presumption.

Lack of Improvements

91. The Tribunal were not persuaded by Mrs Bell's assertion that an increase to the pitch fee was not justified given a lack of expenditure on improvements to the site over the past review year, as confirmed by the Applicant in their application form. Whilst expenditure on improvements was a consideration for the Tribunal under Paragraph 18, a lack of expenditure on improvements was not sufficient to rebut the statutory presumption alone.

Noise Complaint

92. The Tribunal were further not persuaded that the event on the 7-8th June 2023 whereby workers on site made excessive noise displaced the statutory presumption. The event seemed to be isolated to that occasion to which the scale and extent of the complaint did not seem to be sufficiently serious enough. Construction noise and that associated with contractors on site were to be expected given the site continues to remain under development.

Customer Service

93. Mrs Bell made several references to poor customer service in relation to the lack of response from the Applicant regarding a full, detailed breakdown of the pitch fee and the handling of the disrepair to the entrance gate. Whilst the former is certainly unsatisfactory, the Tribunal found that evidence supplied throughout the bundle indicated that the Applicant had provided a level of customer service throughout frequent communications and regular points of contact. The Tribunal is unconvinced that the Respondent's dissatisfaction of customer service factors into the Paragraph 18 consideration, nor a 'weighty factor' sufficiently so to displace the statutory presumption.
94. With regards to the evidence heard and consideration to Paragraph 18, the Tribunal therefore finds that the statutory assumption has been displaced, on the single issue of disrepair to the entrance gate resulting in a deterioration in condition and amenity of the site.
95. Finally, the Tribunal considered whether any other weighty factors displace the presumption in favour of an inflationary increase in the pitch fee. The Tribunal finds no evidence in such regard.

The effect of the above determinations and the pitch fees

96. The first question to be addressed by the Tribunal is whether there should be any change from the pitch fee for 1 February 2024 onward and, if so, what that change should be.
97. Having considered the evidence and submissions before us the Tribunal are satisfied that it is reasonable that the pitch fee should be changed.
98. Turning next to the amount of increase in pitch fee, the Tribunal finds that the Respondent has persuaded the Tribunal that the presumption in favour of an increase in line with the relevant RPI should be displaced.
99. In its assessment of the reasonable level of increase to the pitch fee, the Tribunal considered the gates in the context and extent of the site as a whole. Furthermore, the *actual* level of security offered by the gates was fairly low given the second, open access point along Hogmoor Road to the former Redhouse part of the site, not to mention the question of how secure the boundaries to the surrounding housing and woodland were.
100. The Tribunal therefore determined that the level of deterioration to the site and amenity was somewhat marginal. The Tribunal therefore assessed that a pitch fee increase should be limited to 4%.
101. Accordingly, the Tribunal confirms the proposed monthly pitch fees of £276.88 payable with effect from 1 February 2024.

Fees

102. Mrs Reach stated that the Applicant does not wish to recover the cost of the application from the Respondent. The Tribunal therefore makes no order for such.