



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

Case Reference : **CAM/38UD/PHC/2024/0001**

HMCTS : **Face to Face**

Site : **Horspath Park, Gidley Way, Horspath,
Oxfordshire OX33 1TJ**

Park Home Address : **18 Hill Rise, Horspath Park, Gidley Way,
Horspath, Oxfordshire OX33 1TJ**

**Applicant (Site Owners
and Operators)** : **The Berkley Leisure Group Limited**

**Respondent (Park
Home Owner)** : **Mr Jeremy North**

Type of Application : **To determine questions arising under the
Mobile Homes Act 1983 or an Statement to
which it applies – section 4 Mobile Homes
Act 1983 in particular:
To determine whether there has been a
breach of the express or implied terms of
the Applicant’s Statement with the
Respondent**

Tribunal : **Judge JR Morris
Mrs S Redmond BSc, MRICS**

Date of Application : **9 August 2024**
Date of Directions : **13 August 2024**
Date of Inspection : **21 January 2025**
Date of Hearing : **20 February 2025**
Date of Decision : **February 2025**

DECISION

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Decision

1. The Tribunal determines that the Respondent is in breach of:
 1. Park Rule 3 and so also in breach of Part 5, paragraph 3(h), of the Express Terms.
 2. Paragraph 21(d)(ii) of the Implied Terms Occupiers Obligations.
2. The Tribunal therefore determines that a reasonable time for the Respondent to remedy the breach is by 30 June 2025.

Reasons

Introduction

3. An Application dated 9 August 2024 was made by the Applicant for a determination of a question arising under the Mobile Homes Act 1983 or the Written Statement to which it relates under section 4 of the Mobile Homes Act 1983 as amended, as follows:
 - 1) Whether the Respondent is in breach of the Park Rules and in particular Park Rule 3, which states:
“Trees and Shrubs and other planting must not be permitted to grow to a size or shape to interfere with a neighbour’s pitch. Vegetables are not to be grown.”
 - 2) Whether the Respondent is in breach of the Written Statement under the Mobile Homes Act 1983, under the Implied Terms Occupiers Obligations, Paragraph 21 which states:
“(d) maintain —
 - (i) the outside of the mobile home, and
 - (ii) the pitch. including all fences and outbuildings to, or enjoyed with, it and the mobile homeIn a clean and tidy condition”
 - 3) Whether the Respondent is in breach of the Written Statement under Part 5, paragraph 3(h), of the Express Terms of the Statement. which state as follows:
You must comply with the park rules from time to time in force. A copy of the current park rules is attached to this Written Statement.
4. The Applicant sought a Direction requiring the Respondent to remedy the alleged breaches within a reasonable time of the Tribunal’s decision.

Procedural Matters

5. On 8 January 2024 an application was made which inadvertently gave the address of the Applicant as being the same as the Respondent.
6. On 25 June 2024 Directions were issued to the Respondent which included the following statement in the covering letter:

“Important: This Application could be the first step in the Applicant seeking to terminate your Statement which will mean you will lose the right to your pitch. You should seek urgent advice. LEASE is a publicly funded organisation which gives free advice in Park Home cases. They can be contacted on 020 7832 2500 or <http://www/lease-advice.org>”

7. On 9 August 2024, realising the error, not having received any communications since the Application, as they had all gone to the Respondent, the Applicant made a fresh application.
8. On 13 August 2024 Amended Directions were issued informing the parties that an inspection would take place on a date to be arranged and that the application would take place without a hearing unless a request was received by 13 September 2024 or after a review of the Bundles the Tribunal considered one was necessary. The Applicant was required to provide a Bundle of relevant documents, which were listed, to the Tribunal and the Respondent by 3 September 2024 and the Respondent was required to do the same with a copy to the Applicant by 24 September 2024.
9. The Tribunal only had the Respondent’s postal address and the Applicant confirmed that they also only had a postal address and it was not known whether the Respondent had any other means of communication such as a telephone (mobile or landline), email or similar via the internet. The Applicant also stated that the Respondent did not always reside at his Home on the Site.
10. On 13 September 2024 the Tribunal requested the Applicant to state what attempts had been made to contact the Respondent personally during the period of the dispute and whether any attempts had been made to contact next of kin and neighbours.
11. On 17 September 2024 the Applicant replied stating (in summary) that under paragraphs 12 to 15 of the Written Statement that they had a limited right of entry to the pitch.

The Applicant went on to state that the park team at the Site had attempted to speak with the Respondent during their daily assessment of the Park, but unfortunately, the Respondent was not seen and they are not permitted to randomly call upon Residents. The Applicant said that they notified the Respondent that a pitch assessment would take place on 21 September 2022 and at that assessment they did call at the Home in the hope of speaking with the Respondent but, unfortunately, they were unable to gain a response.

The Applicant said that, following legislation, Site Owners are no longer permitted to be involved in the sales of previously owned homes. On moving into his Park Home, the Respondent was not obliged to give the Applicant any personal details such as email and telephone contacts or details of next of kin to the Applicant. The Applicant said even if they had details of a next of kin under GDPR they could not contact them unless they had express permission from the Respondent to do so, which they did not have.

It was added that neighbours have previously reported that the Respondent does not always reside at his Park Home, choosing to sleep outdoors in areas close to the Park or the town.

The Applicant further stated that on a separate matter to this Application, the Applicant had liaised with South Oxfordshire District Council in March 2024, during one of the Local Authority's visits to the Respondent's Home. The Local Authority had previously attempted on several occasions to contact the Respondent who had failed to meet at any agreed time or date. It was understood that the Local Authority was going to assist with the pitch but have been unable to do so due to lack of contact

The Applicant said that they believed they had done everything in their power to resolve this matter prior to making the Tribunal Application.

12. On 31 October 2024, in response the Tribunal wrote to the parties saying that: "Since the Applicant understands the Respondent does not stay at the Property and says they cannot obtain any further details for him, the Applicant shall by 1 November 2024 deliver to the Park Home address a copy of these Further Directions and their letter of 17 September 2024, together with further copies of the earlier Directions and the Applicant's Bundle."

The letter added that:

"This is the last chance for the Respondent (Jeremy North) to respond to these proceedings."

"By 15 November 2024 the Respondent must comply with paragraphs 5-6 of the case management directions dated 13 August 2024, sending to the Tribunal and the Applicant any documents they wish to rely on. If they fail to do so, they may be barred from further participation in the proceedings and/or this matter is likely to be determined without further warning based on the document bundle from the Applicant and the Inspection by the Tribunal."

13. On 14 January 2025 the parties were informed that an inspection would take place on 21 January. Originally an inspection and hearing were listed for 20 January 2025 but the Applicant's Representative was not able to attend the hearing due to prior commitments. Therefore, only the inspection took place on 21 January 2025 and the hearing was postponed to 20 February 2025. The letter of 14 January 2025 added that a video hearing would take place on a date to be arranged.
14. On 21 January 2025 the Inspection took place.
15. On 22 January 2025 Following the Inspection the Tribunal wrote to the parties saying:
"The Tribunal was disappointed not to speak to Mr North to impress upon him the importance of engaging with the judicial process and to recommend that he obtain assistance and advice. The Respondent should be aware that proceedings for breach of the Written Statement can lead to its termination.

...

Whereas the Tribunal stated in its letter of 14th January 2025 that it would have a video hearing, on reflection it appears unlikely that Mr North will have the electronic communication equipment to take part. Therefore, to ensure Mr North has an opportunity to present his case the Tribunal has decided to have a face-to-face oral hearing.”

The date, time and venue stated and, as with previous communications, the Tribunal requested the Applicant ensure the Respondent had sight of the letter.

16. On 10 February 2025 the Tribunal wrote to the Respondent in anticipation of the Hearing saying:
“The Tribunal has not received any communication from the Respondent regarding this case it is anxious to ensure that the Respondent is aware of:
- the opportunity he has to present his case,
 - the gravity of the matter, and
 - the organisations who may advise him.

A face-to-face oral hearing of this case will take place at 11.00 a.m. on 20th February 2025 at Mercure Oxford, Hawkwell House Hotel, Church Way, Iffley, Oxford OX4 4DZ.

As stated in previous correspondence, this Application could be the first step in the Applicant seeking to terminate your Statement which will mean you will lose the right to your pitch. You should seek urgent advice.

LEASE is a publicly funded organisation which gives free advice in Park Home cases. They can be contacted on 020 7832 2500 or <http://www/lease-advice.org>

Shelter also provides an advice line on 0808 800 4444 or <http://england.shelter.org.uk/>

A copy of this letter has been posted to the Respondent’s Park Home address but as with previous communications the Tribunal would be grateful if the Applicant could ensure the Respondent has had sight of this letter.”

17. At the Hearing Mr Blake, the Applicant’s Operations Manager, said he attended the Site that morning to carry out a Site Inspection with the Site Management Team. He said he called at the Respondent’s Park Home with a view to offering him a lift to the Hearing if he wished. Mr Blake said that he knocked at the door and called out to Mr North but despite there being some signs of life within the Home Mr Blake received no answer.

Inspection of the Site and Pitch

18. The Tribunal inspected the Site and the pitch of 18 Hill Rise at 11.00 a.m. on 21 January 2025 in the presence of Mr Tony Mooring, the Applicant’s Area Manager.

19. The Site is off the main road at the end of a driveway. There is a site office at the entrance which is open between 9.00 a.m. and 2.30 p.m. Monday to Friday. There is a Site Management Team of an administrator and a site manager, who also carries out work on the Site and is about the Site until 5.00 p.m. each day. In addition, there is an after-hours emergency helpline.
20. The Site is rectangular. Off the driveway are three Site Roads down the length of the Site named Hill Rise, Centre Rise, and Sunny Rise. At the far end they are joined together by Valley Road. The Park Homes of the Occupiers are off these Roads on both sides. There are 96 Park Homes. The Site appeared to have developed over time there being a considerable variety in the size, age and style of the Homes and their position on their respective pitches. The pitches also varied in size and layout with some having space for hardstanding enabling an Occupier to park a car. There are car parks on the Site for those Occupiers who cannot park on their pitches. Some pitches were hard landscaped whilst others had lawns and flower beds and a few had garden ornaments. Notwithstanding the time of year, the pitches looked well cared for.
21. The Tribunal went to inspect 18 Hill Rise which it had intended to do in the presence of Mr North. From the glass panel in the front door of the Home it appeared that there were several items against the door and Mr Mooring informed the Tribunal that Mr North usually used the back door. Mr Mooring said that he thought he might be home as his bicycle and a supermarket shopping trolley, which he normally took with him when he left home, was outside. The Tribunal Judge knocked very firmly on the back door of the Home, several times and called out to Mr North, but there was no answer. Nevertheless, the Tribunal was able to view the exterior of the Home and view all the area of the pitch around the Home both from the roadside and the door step.
22. The pitch at 18 Hill Rise is rectangular with the length along the side of the road and the Home is accordingly positioned lengthways across the pitch leaving approximately an equal space each side between the Home and the boundary fence. At the front of the pitch to the left, next to the road which slopes at that point, there is a low brick retaining wall, to the right there is an area of gravel and in front of the Home there is an area of block paving. There are shallow wide steps of paving slabs with railings to the side up to the front door, which faces the road. There is a path to the right side of the home with a step down to the rear garden and a path at the rear of the Home with steps up to the backdoor. The garden area to the sides and rear are enclosed by a low picket fence with a gate across the path. To the right side of the home behind the fence is an LPG holder beyond which there is a shed to the rear of the pitch.
23. The Home itself had green algae growth on the walls and window frames. In the front of the pitch the gravel area to the right was overgrown with weeds and grass, the joints of the pavers in the middle in front of the Home were moss filled. The area to the left between the front retaining wall and the Home had garden plants which were overgrown and which were surrounded by

brambles and weeds. The garden area to the sides and rear of the pitch bounded by the wicket fence were covered with a thatch of brambles and weeds. The picket fence at the rear boundary had collapsed into the adjoining pitch due to the weight of the brambles and weeds in the Respondent's Pitch and sections of the fence at the front and sides were missing. The Occupiers of the pitches either side of the Respondent's pitch had cut back the vegetation to prevent it from invading their own pitches. Amongst the undergrowth were several discarded empty cans and packets.

The Law

24. The relevant sections are set out in Appendix 2.

Evidence and Submissions

25. The Applicant provided a written statement in the form of a witness statement by Mr David Blake, the Applicant's Operations Manager prior to the Hearing. No statement, evidence or submissions were provided by the Respondent prior to the Hearing.
26. A Hearing took place on 20 February 2025 which was attended by Mr David Blake, the Applicant's Operations Manager. The Respondent did not attend.

Applicant's Case

27. A copy of the Park Rules and Written Statement were provided.
28. The Written Statement provided by the Applicant was in the form of a witness statement by Mr David Blake, the Applicant's Operations Manager. The following is a summary of that Statement and the oral evidence given by Mr Blake at the Hearing.
29. The Applicant is the Owner and Operator of the Site which is a residential Mobile Homes Park. The Respondent was assigned a Written Statement on 4 April 2014 (copy provided) which entitled a mobile home to be stationed on the land at the Park Home Address, 18 Hill Rise, Horspath Park, Gidley Way, Horspath, Oxfordshire, OX33 1T1.
30. The Applicant was notified by the Park Management Team that the pitch of 18 Hill Rise, was falling into disrepair and not being maintained in accordance with the Park Rules and the terms of the Written Statement. The park office had received several complaints regarding the overall condition of the pitch. The Park Team had written to the Respondent on two occasions regarding their concerns for the pitch, but had unfortunately, received no response nor an acknowledgement.
31. On 6 September 2022 the Respondent was notified by letter (copy provided), of an intended pitch inspection which was carried out on 21 September 2022. The inspection was carried out by the Operations Manager. It was clear to him that no maintenance had been carried out to the pitch despite the 14 days

notification at the time of the inspection, the pitch was found to be in the following condition (photographs were provided):

- Hedging and brambles were overgrown with brambles encroaching onto the neighbouring pitch.
- Grass overgrown with nettles and thistles to the front of the home.
- The Respondent's fence was starting to lean with vegetation starting to push the fence towards the neighbour's pitch.

32. On 27 September 2022, following the inspection, the Applicant wrote a letter to the Respondent (copy provided), outlining concerns about the pitch and stating that the Applicant found the Respondent to be in breach of the terms of the Statement and that the pitch was having a detrimental effect on the visual amenity of the park. The Respondent was given 14 days to maintain the pitch with a priority of the grass, brambles and hedging to be cut in line with other homes in the vicinity.
33. The Respondent did not acknowledge or respond to the letter.
34. On 17 October 2022 the Operations Manager having been notified by the Park Management Team that no maintenance had been carried out to the pitch the Applicant further wrote a letter (copy provided) to the Respondent informing him of the breach of the Park Rules, the Implied Terms regarding the Occupiers Obligations, and the Express Terms of the Statement. The Respondent was given a 14-day timeline to complete the necessary maintenance to the pitch.
35. The Respondent did not acknowledge or respond to the letter.
36. On 21 February 2023 the Operations Manager having been notified by the Park Management Team that no maintenance had been carried out to the pitch the Applicant wrote a letter to the Respondent (copy provided) further outlining the breach of the Park Rules and the terms of the Mobile Homes Act Written Statement. The Applicant also informed the Respondent that they were receiving complaints from other Park Home Occupiers regarding the condition of the Pitch. The Applicant outlined areas of concerns of the pitch and requested that the work was carried out within 14 days.
37. The Respondent did not acknowledge or respond to the letter.
38. Mr Blake said at the hearing that after serving this letter, Mr Colin Marshall, the Environmental Warden for Vale of White Horse District Council, the local authority, attended the Park Home of the Respondent. Apparently, he had received complaints and expressions of concern from other Occupiers that the Respondent was hoarding items of waste in his Park Home which might attract vermin. Mr Blake said that the Applicant had heard that the Respondent had taken items from the recycling bins on the Site and as a result had posted notices reminding Occupiers not to remove items from the bins.
39. Mr Marshall evidently found that the Respondent's hoarding had been such that it posed a risk to the health and welfare of the Respondent and other

Occupiers in the vicinity and took action to clear the Respondent's Park Home, which took five days.

40. Mr Blake said that the Applicant halted proceedings against the Respondent regarding the state of the pitch as it was understood that the Respondent would give permission for the local authority to clear the pitch, which they were prepared to do. Unfortunately, this did not happen and the Applicant reluctantly recommenced enforcement action. He added that other Occupiers had told him the Respondent was hoarding again.
41. On 20 June 2023, the Applicant sent a "Letter Before Action" (copy provided) asking that work to the Pitch be carried out to bring the Pitch in line with other homes in the vicinity. The Respondent was informed that should the work not take place to maintain the Pitch then the Applicant would unfortunately, have no alternative but to serve a Notice of Breach and approach the First-tier Tribunal (Property Chamber) Residential Property for a declaration that the Respondent was in breach of the Park Rules and the terms of the Mobile Homes Act Written Statement.
42. The Respondent did not acknowledge or respond to the letter;
43. The Park monitored the pitch, but no work was carried out and there was no contact with the Respondent.
44. On 14 November 2023 a further "Letter Before Action" (copy provided) was sent outlining the breach. The Respondent was advised that the Applicant would unfortunately, have no alternative but to serve a Notice of Breach and approach the First-tier Tribunal (Property Chamber) Residential Property for a declaration that the Respondent was in breach of the Park Rules and the terms of the Mobile Homes Act Written Statement. Within the letter details of where the Respondent could obtain legal advice were given. This included contact information for The Leasehold Advisory Service, Citizens Advice, and Community Legal Advice. The Resident was given 14 days to complete the requested work to the pitch.
45. The Respondent did not acknowledge or respond to the letter.
46. On 4 December 2023 the Applicant issued a "Notice of Breach" (copy provided), outlining the breach of Park Rule 3, paragraph 21 (d) (i) and (ii) of the Implied Terms regarding Occupiers Obligations and Part 5, paragraph 3(h) of the Express Terms of the Written Statement. The Respondent was also reminded of available legal advice. 14 days were given for the work to be carried out.
47. Photographs taken on 4 December 2023 of the Pitch and other park homes and pitches on the Site were provided.
48. The Respondent did not acknowledge nor respond to the letter.
49. The Applicant has been unable to make any contact with the Respondent and has further been unable to gain an acknowledgement to any of the

correspondence. Therefore, unfortunately, the Applicant and the Respondent have been unable to remedy the breach and now require the assistance of the Tribunal.

50. At the Hearing Mr Blake said that the matter was very frustrating. The Respondent pays his pitch fees but whenever a member of the Site Management Team has met him about the Site and mentioned the state of his Pitch he turns away and refuses to engage with them. Mr Blake added that where Occupiers struggle to maintain their pitch the Applicant is able, on request, to provide contact details of third-party contractors. He said that there are occasions when the Applicant has, by agreement with an Occupier who is in financial difficulties, paid the contractor and the Occupier has reimbursed the Applicant by monthly repayments. Mr Blake said he was not aware that the Respondent suffered financial hardship.
51. Mr Blake said that the Applicant had an obligation to other Occupiers to enforce the Written Statement to maintain the amenity of the Site as well as under the Site Licence. He was concerned that the issue would be raised by the local authority at its next Site inspection which could lead to an adverse report if it was not shown that appropriate enforcement action was being taken.

Respondent's Case

52. The Respondent did not submit any written or oral evidence or make written or oral submissions either prior to or at the Hearing.

Decision

53. The Tribunal considered the evidence and submissions both written and oral presented by the Applicant none having been received from the Respondent parties.
54. The Tribunal was satisfied that every effort had been made to ensure that the Respondent had been made aware of:
 - the opportunity he had to present his case,
 - the gravity of the matter, and
 - the organisations who would be able to advise him.
55. Firstly, the Tribunal considered whether the Respondent was in breach of Park Rule 3, which states:

“Trees and Shrubs and other planting must not be permitted to grow to a size or shape to interfere with a neighbour’s pitch.”
56. The Tribunal from its Inspection found that:

“The picket fence at the rear boundary of the pitch had collapsed into the adjoining pitch due to the weight of the brambles and weeds in the Respondent’s pitch...The Occupiers of the pitches either side of the

Respondent's pitch had cut back the vegetation to prevent it from invading their own pitches and so was interfering with the neighbour's pitch."

Therefore, the Tribunal found that the Respondent was in breach of Rule 3 and so also in breach of Part 5, paragraph 3(h), of the Express Terms.

57. Secondly the Tribunal considered whether the Respondent is in breach of the Written Statement under the Mobile Homes Act 1983, under the Implied Terms Occupiers Obligations, Paragraph 21 which states:

"(d) maintain —

- (i) the outside of the mobile home, and
- (ii) the pitch, including all fences and outbuildings to, or enjoyed with, it and the mobile home

In a clean and tidy condition"

58. The Tribunal found from its inspection that:

"The Home itself had green algae growth on the walls and window frames of the Respondent's Park Home."

However, the Tribunal found the growth was not to such an extent that it was in breach of Paragraph 21(d)(i) yet.

59. The Tribunal found from its inspection that:

"In the front of the pitch, the gravel area to the right was overgrown with weeds and grass, the joints of the pavers in the middle in front of the Home were moss filled. The area to the left between the front retaining wall and the Home had garden plants which were overgrown and which were surrounded by brambles and weeds. The garden area to the sides and rear of the pitch bounded by the wicket fence were covered with a thatch of brambles and weeds."

Therefore, the Tribunal found that the pitch was not in a tidy condition and so in breach of Paragraph 21(d)(ii) of the Implied Terms Occupiers Obligations.

60. The Tribunal found from its inspection that:

"The picket fence at the rear boundary had collapsed into the adjoining pitch due to the weight of the brambles and weeds in the Respondent's pitch and sections of the fence at the front and sides were missing."

The Tribunal therefore found that the fences were not in a tidy condition and so in breach of Paragraph 21(d)(ii) of the Implied Terms Occupiers Obligations.

61. The Tribunal determined that the Respondent was in breach of: Park Rule 3 and so also in breach of Part 5, paragraph 3(h), of the Express Terms of the Written Statement.

Paragraph 21(d)(ii) of the Implied Terms Occupiers Obligations of the Written Statement.

62. In determining a reasonable time in which these breaches must be remedied the Tribunal took into account:
 - The seriousness of the consequences of the breaches in that the Site Owner may apply to the County Court for the Respondent's Written Statement to be terminated forthwith under Paragraph 4 of the Written Agreement which, if granted, will mean he would lose the right to his pitch.
 - That the breaches could be relatively easily remedied by the Respondent, particularly if he sought help.
63. The Tribunal therefore determines that a reasonable time for the Respondent to remedy the breach is by 30 June 2025.
64. The Tribunal sends a copy of this Decision and Reasons to the local authority as the Site Licensor and because it may be able to offer assistance to the Respondent to remedy the breaches.

Judge JR Morris

APPENDIX 1 - RIGHTS OF APPEAL

1. If a party wishes to appeal the decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e., give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 2 – THE LAW

1. Section 4 of the Mobile Homes Act 1983 (as amended)
 - (1) In relation to a protected site in England, a tribunal has jurisdiction –

- (a) to determine any question arising under this Act or any Statement to which it applies, and
 - (b) to entertain any proceedings brought under this Act or any such Statement subject to subsection (2) to (6).
- (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration Statement, which has been entered into before that question arose.
- (3) In relation to a protected site in England, the court has jurisdiction—
 - (a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any Statement to which it applies; and
 - (b) to entertain any proceedings so arising brought under this Act or any such Statement, subject to subsections (4) to (6).
- (4) Subsection (5) applies if the owner and occupier have entered into an arbitration Statement before the question mentioned in subsection (3)(a) arises and the Statement applies to that question.
- (5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.
- (6) Subsection (5) applies irrespective of anything contained in the arbitration Statement mentioned in subsection (4).

2. Schedule 1 Part 1 Chapter 2 of the Mobile Homes Act 1983

Termination by owner

- 4. The owner shall be entitled to terminate the agreement forthwith, if on the application of the owner, the appropriate judicial body (County Court)—
 - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.
- 5. The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the appropriate judicial body—
 - (a) is satisfied that the occupier is not occupying the mobile home as his only or main residence; and
 - (b) considers it reasonable for the agreement to be terminated.
- 5A. (1) This paragraph applies in relation to a protected site in England.
- (2) The owner is entitled to terminate the agreement forthwith if—
 - (a) on the application of the owner, a tribunal has determined that, having regard to its condition, the

- mobile home is having a detrimental effect on the amenity of the site; and
 - (b) then, on the application of the owner, the appropriate judicial body, having regard to the tribunal's determination and to any other circumstances, considers it reasonable for the agreement to be terminated.
- (3) Sub-paragraphs (4) and (5) apply if, on an application to the tribunal under sub-paragraph (2)(a)—
- (a) the tribunal considers that, having regard to the present condition of the mobile home, it is having a detrimental effect on the amenity of the site, but
 - (b) it also considers that it would be reasonably practicable for particular repairs to be carried out on the mobile home that would result in the mobile home not having that detrimental effect, and
 - (c) the occupier indicates to the tribunal that the occupier intends to carry out those repairs.
- (4) In such a case, the tribunal may make an interim order—
- (a) specifying the repairs that must be carried out and the time within which they must be carried out; and
 - (b) adjourning the proceedings on the application for such period specified in the interim order as the tribunal considers reasonable to enable the repairs to be carried out.
- (5) If the tribunal makes an interim order under sub-paragraph (4), it must not make a determination under sub-paragraph (2) (a) unless it is satisfied that the specified period has expired without the repairs having been carried out.