



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

Case Reference : **CAM/00MB/PHC/2024/0601**

HMCTS : **Paper**

Site : **Loddon Court Farm, Beech Hill Road,
Spencers Wood, Reading, Berkshire RG7
1HU**

Park Home Address : **23 Loddon Court Farm**

Applicants : **Mrs Linda Malden**

Respondent : **Tingdene Parks Ltd**

Type of Application : **To determine a question arising under the
Mobile Homes Act 1983 or an agreement to
which it applies – section 4 Mobile Homes Act
1983 as amended (“the Act”)**

Tribunal Members : **Judge JR Morris**

Date of Application : **1 July 2024**
Date of Directions : **3 December 2024**
Date of Decision : **31 March 2025**

DECISION

Decision

1. The Tribunal determines that the Respondent Site Owner is not in breach of Paragraph 22 (c) and (d) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 paragraph 22 (d).

Reasons

Application

2. The Applicant made an Application to the Tribunal, on 1 July 2024 under Section 4 of the Mobile Homes Act 1983 (as amended) which enables an application by an Occupier of a Park Mobile Home or a Park Mobile Home Site Owner to be made to a Residential Property Tribunal for a determination of any question arising under the Mobile Homes Act 1983 or agreement to which it applies.
3. This Application is made by the Park Home Owner who alleges that the Respondent Site Owner is in breach of Paragraph 22 (c) and (d) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 by failing to maintain, or to maintain in a safe manner, the roads, stone walls, and brick pillars housing water pipes on the Site and maintain the upkeep of the site in general.
4. The Applicant seeks a determination that the Respondent is in breach of Paragraph 22 (c) and (d) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 and Order that the Respondent remedy the breach within a reasonable time.
5. The Mobile Homes Act 1983 Chapter 2 of Part 1, Schedule 1 states:

Owners' obligations
22. The owner shall;
(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewage, or other services supplied by the owner to the pitch or to the mobile home;
(d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees which are not the responsibility of any occupier of a mobile home stationed on the protected site.
6. Directions were issued on 3 December 2024.
7. The Applicant said that she could not find her copy of the Written Statement of Agreement and the Respondent said that they did not have a copy.
8. The Tribunal did not inspect the Site and the following description is derived from the plan provided, and from this the Judge's previous visit to the Site. The Site is in two main parts with approximately half the pitches either side of a private road. Pitches numbered 1 to 62 are on one side of the road and are the older part of the Site. Pitches numbered 101 to 152 are on the other side of the road. The entire site comprises 117 pitches.
9. Pitches numbered 1 to 62 ("the older part of the Site") are divided into two with pitches 28 to 62 off a ring road to the west and pitches 1 to 27 off two roads terminating in a car park, with the Site Office, which effectively forms a cul-de-sac. It is this cul-de-sac ("the cul-de-sac") which is in the older part of the site that is the subject of this Application.

Applicant's Case

10. The Applicant provided a written statement of case identifying the following issues:
 - a) Boundary walls of pitches and brick pillars
 - b) Road surface
 - c) Grit bins
 - d) Fencing
 - e) Office Building and attached Rental Home numbered 6A

a) Boundary Walls of Pitches and Brick Pillars

11. The Applicant stated that the walls at the front of each pitch have in some cases become very unstable and unsafe to the point where they are falling or have fallen on to the road (photograph provided of wall with displaced blocks - page 29 of the Applicant's Bundle). The Applicant contended that it is the Respondent's responsibility to maintain them because they were originally erected by a previous Site Owner at the same time in the 1960s to uniformly mark out the first 62 pitches, and are still in place.
12. In addition, the Applicant said the larger brick columns housing water pipes are leaning dangerously towards the road and could cause serious injury, as well as causing damage to the pipework which they encase (photograph provided of cracked brick pillar housing water pipe - page 30 of the Applicant's Bundle).

b) Road Surface

13. The Applicant stated that when she moved to her home all the Site roads within the older part of the Site were tarmac, including the cul-de-sac where she lives. Over time they have understandably become crazed because of the frequent heavy traffic. Park Home Owners are allowed to park their cars next to their homes and the lack of signage showing that the road is a dead end, many lorries, vans, and other heavy goods vehicles come into the close only to find it is not a through road and they must turn round or reverse back out.
14. In 2017 the Respondent excavated the road to lay new water pipes and electric cables. When the works were completed, they did not resurface the road with tarmac as it had been prior to the excavation but laid 40mm grey ballast which was very difficult to walk on for disabled residents and it was impossible to use a stroller or anything with wheels over it. The Respondent later laid a granite dressing and the existing stones were partially crushed by a heavy-duty roller. The road was not excavated prior to works being carried out. A fine, powdery substance was then laid as a topping (photograph provided of material being laid on the road over a gravel base - page 34 of the Applicant's Bundle). The Applicant said that the work was not supervised by the Respondent.
15. The Applicant added that some of the stones were not crushed and were left scattered on the road surface causing a trip hazard, others became embedded in the ground. The fine powdery substance is blown about on windy days and she considered it a health hazard. In time it has become a fine black grit which lies loose on top of the surface of the new road and gets carried into cars, gardens and homes becoming embedded in carpets.

16. The road was not prepared properly by being excavated which has resulted in the finished road being higher than it was originally, resulting in the entrance to some pitches having a noticeable dip in the level of their garden which can cause flooding in some cases. The Applicant stated that water pools on the road of the older part of the Site (photograph provided of surface water pooling in a dip in the road – page 31 of the Applicant’s Bundle) which makes it dangerous for both pedestrian Park Home Owners, many of whom are infirm, and vehicles when it freezes.
17. The sub meter for the industrial units on the neighbouring land which is situated on the road outside pitch 25 is now lower than the new road and fills with rain water and grit (photograph provided of the top of the meter with material for the surface on it - pages 27 & 28 of the Applicant’s Bundle). When the park manager reads this meter, he must clear the grit first and then drain the water that has collected inside the meter by using a thin clear plastic tube which he attaches to a drill. The Applicant expressed concern that the meter may be damaged and the readings may not be accurate.
18. The Applicant said that in contrast, a new, good quality tarmac road was laid on the most recent part of the Site where the Respondent sited 23 new homes. The Site Manager was there throughout, overseeing the work. The Applicant submitted that the road on the older part of the Site should be similarly excavated and tarmacadamed

c) Grit Bins

19. The Applicant said that frequent pooling of water on the road and car park of the older part of the Site has frozen in the past and the grit bins supplied by the Site Owners are totally inadequate for the purpose (photograph provided of ice forming on top of an open grit bin in December 2024 – page 39 of the Applicant’s Bundle). The grit is more akin to sand and is covered with water that turns to ice in freezing weather at a time when it is needed. In addition, most residents would not be able to physically transfer any grit and a full-time manager is needed.

d) Fencing

20. The Applicant said fencing is becoming increasingly dilapidated (photograph provided of close boarded fence with some boards displaced and a panel missing – page 32 of the Applicant’s Bundle). The Applicant said contractors had removed a part of the fence shown in the photograph but had not replaced it.

e) Office Building and Attached Rented Accommodation

21. The Applicant identified a building half of which was the Site Office and the other half had been rented accommodation. The whole building was originally a launderette for the campers who had use of the top field prior to the 23 homes being placed there. The office part of the building has been texture coated and painted grey. The remainder of the building which can be seen by the Occupiers of park homes is shabby, unattractive, and run down, with blocked in windows. It was submitted that the whole should be treated and painted the same (photograph

provided of part of a brick building used as rented accommodation - page 33 of the Applicant's Bundle).

f) General Shabbiness

22. The Applicant referred to a letter dated 1 July 2024 to the Respondent in which she contended that the Site was generally shabby and in support of which she provided in her Bundle a photograph of one of three vacant pitches which she said were a dumping ground for the Respondent's equipment (a photograph was provided showing a pitch in the process of construction).

Respondent's Case

23. The Respondent denied that it is in breach of Paragraph 22 (c) and (d) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 and provided a Statement of Case as follows.

a) Boundary Walls of Pitches and Brick Pillars

24. The Respondent said that the walls and brick pillars identified in the photographs on pages 29 and 30 of the Applicant's Bundle are plot boundaries and are on the Park Home Owners' pitches and are the responsibility of the Occupiers to maintain. Many of the Occupiers have replaced these walls with fences.

b) Road Surface

25. The Respondent said when it acquired the Site in January 2014, some of the roads were tarmacked and others comprised compacted stone. In the years after acquisition, the Respondent re-gravelled several of the compacted stone roads, concreting most of the entrance and exit roadway aprons, especially where there were gradients. The road outside Mrs Malden's home had not been in good condition, comprising large sections of tarmac, which were 'crazed' or undulating. The remaining sections of the cul-de-sac consisted of loose stone of either tarmac scalplings, gravel or crushed stone.
26. The road serving the Applicant's pitch was attended to during the utility improvements, which included connecting a new electrical supply and a new water supply to her home and to 61 other homes on the older part of the Site. Following the work, the cul-de-sac had 40mm to 60mm granite topping applied, which should have a lifetime of 15-20 years. The material is grano dust, with the substrate being type 2 stone. The Respondent said it relies upon experienced groundworkers and contractors who state that this material is appropriate and adequate for road surfacing. The surface of grano dust sets hard. Notwithstanding that the Respondent's contractor considered the work unnecessary, around the week commencing 23 October 2023 the same topping to the remaining section of road, up to and beyond the Applicant's pitch was applied.
27. It was conceded that feedback from Park Home Owners prior to laying this surface was that some of the residents struggled to push trolleys and wheelchairs on the previous gravel chipping surface. A decision was therefore made to create a smooth surface. The Respondent understands that whereas heating tarmac produces toxins,

in contrast, the contractor and the Respondent are not aware of any adverse guidance regarding health issues in using grano dust surfacing.

28. The Respondent said that it carried out regular inspections of the roads, with potholes attended to on a three-month cycle. The Respondent noted that the Applicant's photograph of surface water on page 31 of the Applicant's Bundle, commenting that the depth of the water or how long the water was there was not recorded stating that typically water would disperse during a matter of hours during the day.
29. The Respondent referred to the issue of the Site road surfaces having been raised in in a previous Tribunal case, number CAM/OOMF/PHI/2023/0079 ("the previous case"), relating to the Respondent's application for a determination of the amount of a new pitch fee. It was said that on the morning of the hearing on 29 May 2024, the Tribunal inspected the site. At paragraph 19 of the Decision, dated 4 June 2024, the Tribunal stated "From the Tribunal's own observations, the roads appeared to be in reasonable condition overall" (copy of the previous Decision was provided).
30. Since the previous case in late 2024, further works have been undertaken to the roads, including raking, and rolling to remove pot holes (A copy of the invoice from the Respondent's contractor, Parish and Shires Commercial Limited, dated 10 December 2024, was provided).

c) Grit Bins

31. The Respondent in reply to the Applicant's reference to frequent pooling of water in areas of the older part of the site and the car park causing the risk of ice forming, referred to evidence adduced in the previous case where a photograph was shown of an icy road owned by a neighbour and an area of car park owned by the Respondent (copy provided). The Respondent stated that predominantly, it is the road, not the car park that is frozen and it is not said how long any water remained frozen or what the surrounding areas were like.
32. The Respondent said that the grit bins are inspected by the Site Manager as part of their weekly health and safety checks. If the lid has been left open by a resident or blown open in strong winds, then the grit may pool with water, and freeze in cold temperatures. This would be addressed at the next inspection. The grit, which is not sand, has hygroscopic characteristics. However, if frozen or compacted, it can simply be agitated to break it up for use. With reference to the photograph at page 39 of the Applicant's Bundle the Respondent states that the Applicant does not say how long the bin had been in that condition. With weekly health and safety checks, this would not have remained like this for long. The Respondent relies in part upon users of the grit bins closing the lids properly.

d) Fencing

33. The Respondent said that the fencing shown in the photograph at page 32 of the Applicant's bundle was rectified approximately a month ago. The Respondent has a system of inspection and repairs in place.

e) Office Building and Attached Rented Accommodation

34. Regarding the office building and attached rented accommodation the Respondent said that the previous tenant had left and a refurbishment company had been engaged. Work commenced on 27 January 2025 on the internal phase of the refurbishment and the external finish will be completed during the next 3-6 months as the paint required must be applied during certain temperatures and weather conditions.

Applicant's Response

35. The Applicant provided a reply refuting the Respondent's Statement of Case and affirming her own Statement of Case.

a) Boundary Walls of Pitches and Brick Pillars

36. The Applicant refuted that the boundary walls and brick pillars were the responsibility of the Park Home Owners. She said that she had the boundary wall of her own pitch replaced by a picket fence for which she paid. She said that she was happy to pay for the new fencing because the wall was structurally sound.

b) Road Surface

37. The Applicant contended that the whole of the cul-de-sac was originally tarmac and not loose stones. The Applicant submits that the older part of the Site should be tarmacadam like the newer part of the Site. The Applicant contended that the material used for road surfacing was not adequate. It was submitted that there should be no pooling of water anywhere on the site and it is not good enough for the Tribunal to say that the roads were in "reasonable condition overall." The Applicant said that the pooling of water was a danger to the elderly and infirm Park Home Owners in Winter due to it resulting in ice. The Applicant submitted that the excess water which results in ice in Winter is due to the additional 23 Park Homes.
38. The Applicant refutes that statement that there are regular inspections of the roads and referred to an email from a Park Home Owner

c) Grit Bins

39. The Applicant refuted that the Park Home Owners left the grit bin lids open or that they were blown open and they are very heavy and cumbersome.

Tribunal's Decision

Findings

40. The Tribunal took account of all the evidence adduced.
41. There being no Written Statement of Agreement available the Tribunal was restricted to what was stated in the terms specified in the legislation.
42. The issue was whether the Respondent is in breach of its obligations under the Mobile Homes Act 1983 Chapter 2 of Part 1, Schedule 1 paragraph

22. The owner shall:

- (c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewage, or other services supplied by the owner to the pitch or to the mobile home;
- (d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees which are not the responsibility of any occupier of a mobile home stationed on the protected site.

43. The Tribunal found that the Applicant raised no issue with the base of her mobile home or the maintenance of the utilities to it. Therefore, the Tribunal determined that the Respondent was not in breach of paragraph 22 (c).

44. The Tribunal then considered paragraph 22(d) in respect of each of the matters raised by the Applicant.

a) Boundary Walls of Pitches and Brick Pillars

45. The Tribunal noted that a previous Site Owner had constructed the boundary walls fronting the road in the 1960s to mark off the pitches. The Tribunal did not find that this construction work made the Site Owner and his successors liable for the maintenance of these walls.

46. The Tribunal referred to both the Occupier's obligations and the Owner's obligations as specified in Schedule 1.
The Occupier's obligations are:

21 The occupier shall—

- (a) pay the pitch fee to the owner;
- (b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;
- (c) keep the mobile home in a sound state of repair;
- (d) maintain—
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition; and
- (e) if requested by the owner, provide him with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.

22 The Owner's obligations are as set out above.

47. The relevant provision of paragraph 21 is that the Park Home Owner as the Occupier of the pitch shall maintain—

- (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition;

The relevant provision of paragraph 22 is that the Site owner shall-

- (d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees which are not the

responsibility of any occupier of a mobile home stationed on the protected site.

48. The Tribunal finds that the obligations of each regarding their maintenance responsibilities are defined as being that the Occupier is responsible for maintaining the pitch and the Owner is responsible for maintaining all that is not the pitch. In the absence of any express provision in the Written Statement of Agreement making the Owner responsible for a pitch boundary, from this these provisions, notwithstanding who constructed or erected the boundary wall or fence to the pitch, the Tribunal finds that the Occupier for the time being is responsible for its maintenance. The Tribunal therefore determines the Respondent is not in breach of paragraph 22 (d) in not maintaining the boundary walls of the pitches.
49. The Applicant's example of her own situation bears this out. She wished to replace the wall and so paid to do so. It is irrelevant that the wall existing at that time was in sound or unsound condition. The Applicant is responsible for the maintenance of the boundary, whether a wall or a fence, while she is the Occupier as will be her successor.
50. It was not clear whether the taps seen protruding from the larger brick columns housing a water pipe were the external stop cocks for each Park Home. If they are the Site Owner is responsible for them on the basis that under paragraph 22(c) the Owner is responsible for maintaining any water services supplied to the pitch. Responsibility for the supply in those circumstances is up to an including the stop cock and responsibility beyond is that of the Occupier. In which case the Tribunal is of the opinion that the Respondent is responsible for the maintenance of the brick water stop cock housings.

b) Road Surface

51. The Tribunal from its own knowledge and experience is aware of the various ways in which roads are constructed. All require an appropriate base or substrata to support the type of traffic which is likely to pass over it, but all bases are subject to natural geophysical movement. The Applicant submits that the Site road serving the older part of the site should have been excavated to lay a new substratum. The Site road appears to have been laid some time ago and its foundations are likely to be well compacted to support traffic, notwithstanding some disturbance resulting from the trenches dug to lay utilities. To reduce undulations that have been caused by the movement of the substrata over time, the Respondent said that Type 2 stone was laid, sometimes referred to as Ministry of Transport (MOT) type 2 stone, indicating its common use. The Respondent said that in doing this they followed the advice of their experienced contractor.
52. The Applicant goes on to submit that the surface should have been comprised of tarmac. As the parties are aware, there are several surfaces available, each having their advantages and disadvantages. A loose surface such as gravel has the advantage of good drainage reducing the risk of water pooling but, as noted by the Applicant, it can be difficult for pedestrians to traverse. A tarmac surface favoured by the Applicant has the disadvantage of being impervious and prone to water pooling and run off. In the event on the advice of the contractor the Respondent selected the surface that has been laid.

53. The Tribunal finds that by carrying out the works with the advice of its contractor the Respondent was, as required by paragraph 22 (d) maintaining “those parts of the protected site, including access ways ...which are not the responsibility of any occupier of a mobile home stationed on the protected site.”

c) Grit Bins

54. The Tribunal found that it is common ground that grit is provided to be used on the Site road and paths. From the photographs the Tribunal finds that the Grit Bins are of a standard type and size. To lay grit is a physical task which some Park Home Owners will not be able to carry out due to age or infirmity and therefore will rely on others. It appears that the Applicant submits that there should be a full time Site manager.

55. The Tribunal finds that compliance with paragraph 22 (d) does not require there to be a full-time site manager. Therefore, the Tribunal determines the Respondent is not in breach of paragraph 22 (d) in that it provides grit for use by the Park Home Owners in Winter to maintain the access ways by reducing the risks caused by icy road and paths.

d) Fencing and

e) Office Building and Attached Rented Accommodation and

f) General Shabbiness

56. The Tribunal finds that since the Application the fencing has been repaired and the accommodation attached to the office is undergoing internal and external refurbishment. From the photograph provided it was apparent that the three pitches referred to were in the process of construction. The Tribunal finds that on most sites at least one pitch is under construction and this does not amount to a failure to maintain the site in a clean and tidy condition.

Determination

57. The Tribunal determines the Respondent Site Owner is not in breach of Paragraph 22 (c) and (d) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 paragraph 22 (d).

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

The Law

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