



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

Case Reference	: CHI/19UD/PHI/2024/0069 and 0285-0309
Property	: Deers Court, Horton Road, Three Legged Cross, Dorset, BH21 6SD
Applicant	: AR (Deers) Ltd
Representative	: Mr J Clement, IBB Law LLP
Respondent	: Various Pitch owners
Representative	: Mr D Bilton (9 Hawthorne Avenue)
Type of Application	: Review of Pitch Fees: Mobile Homes Act 1983 (as amended)
Tribunal member	: Tribunal Judge M Loveday Mr N Robinson MRICS Ms T Wong
Date of Hearing	: 7 February 2025, Havant Justice Centre (remote)
Date of Decision	: 6 April 2025

DECISION

Background

1. This decision relates to 26 pitch fee reviews for park homes at Deers Court, Horton Road, Three Legged Cross, Dorset, BH21 6SD. The applicant is the site owner. The respondents are the owners of the pitches listed in Appendix A to this decision.
2. The review dates are 1 January in each year, and the applicant seeks a determination of the 2024 pitch fees:
 - a. In the case of 8 Beech Tree Rise, a Pitch Fee Review Form was given on 30 November 2023 proposing a pitch fee increase of 4.6% to £314.62 per month from 1 January 2024. On 28 March 2024, the applicant applied to the Tribunal to determine the pitch fee for 8 Beech Tree Rise.
 - b. The remaining pitches involve 'late' reviews. Pitch Fee Review Forms were given on 22 January 2024 proposing a fee increase by 4.6% to £303.05 per month from 1 March 2024. On 30 May 2024, the applicant applied to the Tribunal to determine the pitch fee for these pitches.

In each case the 4.6% increases reflected the rise in the Consumer Prices Index during the relevant period.

3. Directions were given on 24 September, 8 October, 17 December, 16 January and 21 January 2025. The two applications were consolidated, and the matter was listed for a remote hearing on 7 February 2025.
4. At the remote hearing the applicant was represented by Mr J Clement, solicitor, of IBB Law LLP. The respondents were represented by the Secretary of the Deers Court Residents Association, Mr D Bilton, who is a pitch owner at 9 Hawthorne Avenue.

Law

5. Under para 20(A1) of Ch.2 of Pt.I of Sch.1 to the Mobile Homes Act 1983, there is a presumption that a pitch fee will increase by a percentage which is no more than any percentage increase in the Consumer Prices Index. This is calculated by reference to the latest index published the previous month and the index published 12 months before that date.
6. Such an increase is presumed to be reasonable unless it would be unreasonable having regard to various express factors in para 18(1) which include:

“(aa)... 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 since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);

(ab) ... any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph)”

7. The factors which may displace the presumption are not limited to those set out in para 18(1) but may include other factors: *Vyse v Wyldecrest Limited* [2017] UKUT 24 (LC) at [45]. In *Vyse*, the Upper Tribunal (Lands Chamber) considered the test for the relevance of other factors was:

“By definition, this must be a factor to which considerable weight attaches ... it is not possible to be prescriptive ... What is required is that the decision maker recognises that the ‘other factor’ must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole.”

A failure to carry out repairs and maintenance is capable of amounting to such an additional factor under paragraph 18(1): *Wickland (Holdings) Ltd v Esterhuysen* [2023] UTLC 147 (LC).

8. The implied obligations on the part of the site owner and pitch owner in Ch.2 are also relevant. Para 22 provides that the site owner shall:

“(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage 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”.

By contrast, para 21(d) obliges the pitch owner to:

“(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;”

9. Upon application, the Tribunal must determine two things. Firstly, that a change in the pitch fee is reasonable. If so, it must determine the new pitch fee.

Facts

10. The site at Deers Court was the subject of a previous tribunal decision dated 2 December 2023 (CHI/19UD/PHI/0127-0164). The decision records that it is a Park Homes site in an attractive rural location close to Three Legged Cross, Dorset. Deer's Leap Limited took over the park in 2019, at which time there were only 5 occupied pitches. Since then, the number of residents has gradually increased, so that (of the total 69 pitches) the majority are now occupied.
11. The hearing bundle included a Mobile Homes Act 1983 written statement and agreement for 8 Beech Tree Rise and a sample agreement for the remaining pitches. Clause 22 of the agreements includes express terms that adopt the same wording as paras 22(c) and (d) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act.

Preliminary issue – the hearing bundle

12. Mr Bilton raised a procedural objection to the hearing bundle at the start of the hearing. The bundle had been prepared by the applicant's solicitors, purportedly in compliance with paras 11-15 of the Directions made on 17 December 2024. Para 14 stated that the bundle shall contain copies of:
 - The application with accompanying documents
 - The Directions
 - The site licence
 - The written statements
 - The pitch fee notices
 - All statements of case
 - Respondent reply forms
 - All witness statements
 - Evidence supporting the CPI increase.
 - All relevant documents relied upon by either party
13. The essence of the complaint was twofold. First, the bundle omitted numerous documents that the respondents wished to rely on at the hearing. For example, the bundle only included two MHA 1983 Written Statements and agreements, and did not include the agreements for all the pitch owners. Secondly, the bundle included a great deal of personal data about pitch owners, and the disclosure of this personal data was a "fundamental" breach of the Data Protection Act 2018. It was inadmissible material because it was contrary to the 2018 Act.
14. Mr Clement responded that the bundle complied with the amended directions made on 21 January 2025. In any event, there was no suggestion the other pitch agreements did not include the same terms. As to the Data Protection Act 2018 objection, the disclosure of personal information about the pitch owners was lawful, because the disclosure had been directed by the Tribunal. There were exemptions in the 2018 Act for legal proceedings.

15. The Tribunal indicated at the hearing that it would not exclude the bundle or any documents within it. These are the reasons for that decision.
16. Plainly, the bundle contained the only material which the Tribunal had before it to enable it to determine the applications, and it is therefore hard to see how it could deal with the case fairly or justly without it. As to the first point raised by the respondents, the requirement in para 14 of the Directions of 17 December 2024 was expressly varied on 21 January 2025 to state that “One example copy of the written statement together with pitch fee notice and form is to be included in the bundle”.
17. As to the data protection argument, the Tribunal does not consider it is a ground to exclude admissible evidence which is relevant to the issues in legal proceedings. Neither party referred to specific provisions of the 2018 Act. But para 5 of Ch.2 of Sch.1 certainly contains a specific exemption from UK GDPR in relation to disclosure required by a court or tribunal:

“(2) The listed GDPR provisions do not apply to personal data where disclosure of the data is required by an enactment, a rule of law or an order of a court or tribunal, to the extent that the application of those provisions would prevent the controller from making the disclosure.”

There is nothing in the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 which specifically requires the Tribunal or the parties to have regard to the principles in Ch.2 of the 2018 Act. No application has been made for the hearing to be held in private under r.33(2A) of the Tribunal Procedure (First-tier Tribunal) Rules 2013 or to prevent disclosure or publication of documents under r.17. In short, the data protection arguments are therefore also rejected.

The applicant's case

18. Mr Clement referred to both applications, the agreements and the Pitch Fee Review Form. He also took the Tribunal to the CPI calculations used to arrive at the reviewed figures. Although all pitch owners had a review date of 1 January, the previous tribunal decision published in December 2023 resulted in a delay with all but one of the reviews. The calculation of the 4.6% inflation increase for the majority of the pitch owners did not seem to be challenged.
19. On 24 September 2024, the Tribunal directed the pitch owners to complete *pro formas* by 22 October 2024 with any objections to the proposed pitch fees and to file any witness statements and document they wished to rely upon. Only one did so, namely Mr Luckman at 24 Juniper Way. On 17 December 2024, the Regional Tribunal Judge gave Further Directions extending time for written objections to 15 January 2025. But none of the other respondents filed objections. Mr Clement therefore submitted that the only issues before the Tribunal were those raised by Mr Luckman, and he had no objection to Mr Bilton or other respondents addressing those

issues. Mr Clement's responses to those arguments appear below.

The scope of the respondents' objections

20. Mr Luckman's reply form was dated 18 October 2024 and included the following objections to the pitch fee increases:
"THE PARK IS LIKE A BUILDING SITE
THICK MUD ALL OVER ROAD
COMPOUND OPPOSITE OUR BUNGALOW HAS A GREAT MOUND
OF EARTH, GRASS PILES OF HARDCORE GAS BOTTLES
THINGS ARE JUST DUMPED THERE AND LEFT"
21. Mr Bilton started by saying that "what had been sent to the applicant had been sent to the applicant". But there were a whole series of emails which were still missing from the bundle. The applicant and case officer had not gone into the tenant's association "Data Room" to access these emails. The Tribunal drew the respondents' attention to para 19 of the Directions which required them to "send" any statement of case and supporting documents that they wished to rely upon "electronically". "Send" here did not simply mean providing access to an online database, it meant actively providing the relevant statement of case or documents to the other party.
22. The Tribunal then asked whether there were any arguments outside Mr Luckman's form which the other respondents wished to advance at the hearing. Mr Bilton suggested the position was "more complex" and that he wished to raise two further arguments:
 - a. An objection to Mr Clement representing the applicant; and
 - b. A complaint about "degradation of the park". Problems during the relevant period included flood damage, lack of provision for flood drainage, putting residents at risk and that money was not used to maintain the park.

Decision and Reasons

23. The Tribunal rose to consider whether the additional arguments could be raised. On its return, it indicated that it would not allow them to raise the further arguments. These are the reasons for that decision.
24. First, under r.14(1) of the Tribunal Procedure Rules, the Tribunal has no express power to regulate a party's choice of representative who it has given notice of. That power can be contrasted with the power to regulate representatives in r.14(5). It may of course exclude any person from a hearing under r.33(5), but it is not suggested the objection to Mr Clement is made on this basis.
25. Secondly, the general complaints about "degradation of the park", and the specific complaints about flooding and misuse of Park finances are new allegations, in the sense that they have not been raised in any statement of case or document provided under the Directions. They plainly ought to

have been included in the *pro formas* required by the Directions dated 24 September 2024, the Tribunal gave a further opportunity to serve such objections on 17 December 2024 and no explanation has been given as to why the directions were not complied with. The applicant has responded to Mr Luckman's complaints by serving a detailed Reply, but it has had no opportunity to consider or to respond to the new points with its legal advisers or to prepare evidence in response. The application is made at the very latest possible moment. The Tribunal has regard to the fact that the respondents are not legally represented. But they have recent experience of tribunal proceedings in relation to the previous review, and the need to give notice of arguments in advance is an obvious one, even to lay persons. In all the circumstances, it is neither fair nor just to allow the new points to be raised at such a late stage at the hearing.

26. The Tribunal therefore indicated that the respondents' arguments would be limited to the points raised by Mr Luckman above. In response, Mr Bilton said he was disappointed with the process, that he was "not prepared to proceed" and that "we are pulling out of the process". Mr Bilton did not address the Tribunal any further on the substance of Mr Luckman's complaints.
27. In the circumstances, the Tribunal invited the other respondents who attended the hearing remotely to address the issues raised by Mr Luckman. Ms E Parmenter-Holmes and Ms H Davis (1 Juniper Way) briefly addressed these issues. In particular, Ms Davis explained that "it's like living on a building site" The grounds were "not being maintained" and the pitch owners were not getting anything in return for their pitch fees.

The applicant's response

28. It is more convenient to deal with Mr Clements's response to Mr Luckman's objections at this stage, although in chronological terms these submissions were made at an earlier stage of the hearing.
29. The applicant did not accept the overall condition of the site had deteriorated, either since the last review date (1 January 2023) or since 26 May 2013, as alleged by Mr Luckman. Mr Luckman's principal argument in challenging the proposed CPI-only pitch fee increase was that the Park was in poor condition, and in particular:
 - a. The Park is a building site;
 - b. There was thick mud on roads;
 - c. A vacant pitch was in poor condition.
30. Mr Clements addressed the Tribunal on the principles to be applied and the main authorities. He referred to similar allegations which had been made in the previous tribunal application. In particular, at para 27(a) these included allegations as follows:
 - "(a) Unfinished building-works/disruption from ongoing building works/ condition of unoccupied pitches. Many of the residents stated

that they had suffered noise nuisance and disruption as a result of ongoing works, which included machinery being used to break up existing areas of hard-standing and then works for the re-laying of further or additional pads of concrete. There was concern about flooded and incomplete pitches left amongst the occupied mobile homes, and about possible Health and Safety issues with electricity cables etc. being left ‘uncapped’ on the vacant plots.

Having heard detailed evidence about the condition of the Park, it concluded at para 35 that:

“35. On the basis of the evidence, the Tribunal was not satisfied that there had been any ‘deterioration’ or ‘reduction’ in condition, services or amenities at Deer’s Court (within the meaning of Section [sic] 18 of the Act) during the relevant period (1st January - 31st December 2022) such as to make it unreasonable for the presumption to apply.”

This illustrated that the issue here was whether there has been a deterioration in condition, not merely poor condition. The relevant period in this case was January 2023 to January 2024.

31. But in any event, the applicant did not accept this reason was sufficient to depart from the statutory presumption. The respondents had not provided any contemporary evidence to support their allegations which had now been raised. There were no photographs and no witness statements. Had any evidence been filed, the applicant would have met this evidence with its own evidence, but it was in some difficulty meeting such vague allegations. The applicant accepted some works were going on at the Park in winter 2023/24, but those works were going on in 2022/23 as well, as could be seen from the previous Tribunal decision. Mr Clements further referred to para 10 of the applicant’s Reply dated 25 November 2024.

Discussion

32. Deer Court is a protected site within the meaning of the 1983 Act. The respondents’ rights to station their mobile homes on the pitches are governed by the terms of written agreements with the applicant and the provisions of the 1983 Act.
33. In this case, the Tribunal is satisfied the reviews comply with the procedural requirements. The applicant has produced review forms in prescribed form which were served on the respondents. The forms proposed new pitch fees effective from 1 January 2024 (or in one case 1 March 2024), which was more than 28 days prior to the effective review date: para 17(2) of Sch.1. The applications to the Tribunal to determine the pitch fees were made within the period starting 28 days to three months after the review dates. The Tribunal therefore finds that the applicant has complied with the procedural requirements for a review.
34. Under the implied provision set out in para 20(A1) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act, the reviews are based on CPI, and the Tribunal is satisfied with the calculations of the review made by the applicant. It follows that the statutory presumption that a CPI-based pitch fee increase is reasonable

applies.

35. Turning to the express and additional factors in para 18(1) of Sch.1, the Tribunal concludes that neither sub-paras (aa) or (bb) are made out. It agrees that the burden is on the respondents to establish that these factors apply. No evidence, let alone cogent evidence, has been produced to confirm the bare allegations made by Mr Luckman that the Park is a building site, that there was thick mud on roads or that a vacant pitch was in poor condition. Still less is there any evidence of the nature or degree of these allegations for the Tribunal to assess whether they amount to a deterioration in condition or services. The Tribunal agrees that the concept of deterioration requires evidence of the relative condition or state of the services over time. Indeed, as the applicant points out, there was evidence of similar issues with the Park at the time of the last Tribunal, and this Tribunal cannot possibly tell from the material provided to it whether the condition and services have deteriorated since that time or any earlier time.
36. The other possibility is that there has been a breach of the express and implied repairing and maintenance obligations such that they amount to another “weighty” factor as in *Vyse v Wyldecrest* which displaces the statutory presumption in the context of the statutory scheme as a whole. The Tribunal is satisfied that it was reasonable for the applicant to seek a rise in pitch fees because of the rise in general costs and outgoings. There is no evidence, or insufficient evidence, that there was a breach of the express and implied terms imposed on the applicant. No allegation is made of damage to the bases of the mobile homes, or the services supplying them for the purposes of para (c). There are allegations that the Park is a “building site” and there is “thick mud” on the roads, which may be a breach of the applicant’s obligations under para (d), but the evidence is insufficient to establish these as “weighty” factors. As to allegation that a pitch was in “poor condition”, this appears to be outside the applicant’s express or implied obligations. The responsibility for repairing and maintaining the pitches lies on the individual pitch owners. But in any event, the evidence is lacking that the other pitch is in such a poor condition as to justify departing from the CPI-linked increase.

Conclusions

37. The Tribunal therefore finds that it is reasonable for the respondents’ pitch fees to increase by CPI. The pitch fee for 8 Beech Tree Rise should increase by 4.6% to £314.62 per month from 1 January 2024. The fees for the remaining pitches should increase by 4.6% to £303.05 per month from 1 March 2024. The Tribunal confirms these increases.

Judge Mark Loveday

6 April 2025

APPENDIX A: PITCH REVIEWS		
Pitch	Case number	Review Type
1 Juniper Way	CHI/19UD/PHI/2024/0285	2024 Pitch Fee Late Review (01.03.25)
4 Juniper Way	CHI/19UD/PHI/2024/0286	2024 Pitch Fee Late Review (01.03.25)
9 Juniper Way	CHI/19UD/PHI/2024/0287	2024 Pitch Fee Late Review (01.03.25)
14 Juniper Way	CHI/19UD/PHI/2024/0288	2024 Pitch Fee Late Review (01.03.25)
16 Juniper Way	CHI/19UD/PHI/2024/0289	2024 Pitch Fee Late Review (01.03.25)
17 Juniper Way	CHI/19UD/PHI/2024/0290	2024 Pitch Fee Late Review (01.03.25)
18 Juniper Way	CHI/19UD/PHI/2024/0291	2024 Pitch Fee Late Review (01.03.25)
19 Juniper Way	CHI/19UD/PHI/2024/0292	2024 Pitch Fee Late Review (01.03.25)
21 Juniper Way	CHI/19UD/PHI/2024/0293	2024 Pitch Fee Late Review (01.03.25)
22 Juniper Way	CHI/19UD/PHI/2024/0294	2024 Pitch Fee Late Review (01.03.25)
23 Juniper Way	CHI/19UD/PHI/2024/0295	2024 Pitch Fee Late Review (01.03.25)
24 Juniper Way	CHI/19UD/PHI/2024/0296	2024 Pitch Fee Late Review (01.03.25)
25 Juniper Way	CHI/19UD/PHI/2024/0297	2024 Pitch Fee Late Review (01.03.25)
1 Hawthorn Ave	CHI/19UD/PHI/2024/0298	2024 Pitch Fee Late Review (01.03.25)
2 Hawthorn Ave	CHI/19UD/PHI/2024/0299	2024 Pitch Fee Late Review (01.03.25)
3 Hawthorn Ave	CHI/19UD/PHI/2024/0300	2024 Pitch Fee Late Review (01.03.25)
4 Hawthorn Ave	CHI/19UD/PHI/2024/0301	2024 Pitch Fee Late Review (01.03.25)
5 Hawthorn Ave	CHI/19UD/PHI/2024/0302	2024 Pitch Fee Late Review (01.03.25)
7 Hawthorn Ave	CHI/19UD/PHI/2024/0303	2024 Pitch Fee Late Review (01.03.25)
9 Hawthorn Ave	CHI/19UD/PHI/2024/0304	2024 Pitch Fee Late Review (01.03.25)
7 Lupin Walk	CHI/19UD/PHI/2024/0305	2024 Pitch Fee Late Review (01.03.25)
8 Lupin Walk	CHI/19UD/PHI/2024/0306	2024 Pitch Fee Late Review (01.03.25)
9 Lupin Walk	CHI/19UD/PHI/2024/0307	2024 Pitch Fee Late Review (01.03.25)
10 Lupin Walk	CHI/19UD/PHI/2024/0308	2024 Pitch Fee Late Review (01.03.25)
7 Beech Tree Rise	CHI/19UD/PHI/2024/0309	2024 Pitch Fee Late Review (01.03.25)
8 Beech Tree Rise	CHI/19UD/PHI/2024/0069	January 2025 Review

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.