



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

Case Reference : **MAN/ooCZ/PHI/2023/0023, & 22,
24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,
36**

Property : **2 Manor House Caravan Park,
Flockton, Wakefield WF4 4AN**

Applicant : **Mrs Rosemary James**

Respondent : **Mr John Greaves & others**

Type of Application : **Mobile Homes Act 1983 section 4**

Tribunal Members : **Mr P Barber (Tribunal Judge)
Mrs S Kendall (MRICS)**

DECISION AND REASONS

Decision

The tribunal determines that the new pitch fee from 1st January 2022 for the pitch known as 2 Manor House Caravan Park, Manor Drive, Flockton, Wakefield WF4 4AN will remain at £94.23 per month.

This decision applies equally and for the same reasons to the proposed pitch fee increase in respect to the rest of the applications and as set out in the attached schedule with the exception of the application under reference MAN/oocZ/PHI/2023/0028 the pitch fee will remain at £104.81 and under reference MAN/oocZ/PHI/2023/0036, the pitch fee will remain at £111.22 for the same reasons.

The Tribunal must send a copy of this Decision and Reasons to each of the Applicants.

Introduction and background

1. This has been a decision on the papers which has been consented to/not objected to by the parties. A face-to-face hearing was not held because no one requested the same nor was it practicable and all the issues that could be referred to are in a bundle of 239 pages.
2. The applicant is the site owner, and the Respondent is the occupier of the park home address as set out above. There are 15 applications in relation to 15 addresses on the caravan park and all Respondents have asked for Mr Slater, the Respondent under reference number ending in 0028 to represent them. As all the applications relate to the same circumstances and facts, separate decisions are not produced but this determination binds all parties to all applications. The residents formed a residents association in December 2022 with Mr Slater as the Chairperson.
3. By way of a notice under paragraph 25A of Chapter 2, Part 1 Schedule 1 to the Mobiles Homes Act 1983 (the Act), the site owner, Mrs Rosemarie James served a notice in the prescribed form that the pitch fee was intended to rise from its current amount of £94.23 to a new fee of £107.61 from the 01 February 2023. The increase was calculated by reference to the appropriate RPI increase of 14.2%. The Respondent did not accept this increase and accordingly the Applicant made an application to the Tribunal under Paragraph 16 of Chapter 2, Part 1 to the Act.
4. Directions were issued on 11 July 2023 stating that the Tribunal would deal with the application on the papers only unless any party requested a hearing. No such request was received.

The Law

5. The site owner can only increase the pitch fee annually with the agreement of the occupier or, in the absence of an agreement, by a determination of a new pitch fee by the Tribunal.
6. The site owner must give written notice accompanied by a prescribed Pitch Fee Review Form. The Tribunal notes that the correct form and time limits have been complied with in this case.
7. Paragraph 18 of Schedule 1, Chapter 2 to the Act provides as follows:
 - (1) When determining the amount of the new pitch fee particular regard shall be had to—
 - (a) any sums expended by the owner since the last review date on improvements—
 - (i) which are for the benefit of the occupiers of mobile homes on the protected site;
 - (iii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and
 - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the [appropriate judicial body, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;
 - (aa) in the case of a protected site in England, 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 subparagraph);
 - (ab) in the case of a protected site in England, 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 subparagraph);
 - (ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or

management of the site of an enactment which has come into force since the last review date; and

8. Further by paragraph 20, there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1) above.

Site Inspection

9. Neither party requested an inspection, and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

The Issues

10. The applicant's case for increasing the pitch fee is set out in a letter to the Tribunal dated 15 March 2023 in which she states that she bought the site in the middle of lockdown and that as a result she was unable to make any improvements although she did complete "quite a lot of maintenance". The full details of the maintenance are not spelled out but reference is made to changing light fittings which were not working. She also states that the fees are low as the previous owners "did not put them up for 10 years".
11. In response to the application, Mr Slater has provided the Tribunal with an extensive dossier of submissions and evidence relevant to the issues we had to resolve. As well as a very useful history of the caravan site, Mr Slater produced extensive documentary and photographic evidence concerning the maintenance of the site and its condition over the years.
12. Of relevance is the following which we set out under the heading, Findings of Fact.

Findings of Fact

13. The site comprises of 18 units of which 15 are subject to these applications to the Tribunal. Units are occupied in the main by elderly and retired persons. Each unit has the benefit of fixed mains water and drainage together with individual metered supply of electricity and gas. Electricity meters are housed in what appears to be a dilapidated shed at the edge of the site with gas meters within the boundary of each unit. There are four light units dotted around the site which measure approximately 1 metre in height providing a low level of lighting at night. The site has been constructed at the end of Manor Drive in Flockton and at one end of Manor Drive access is provided onto Manor House. At the other end of Manor Drive a gate has been provided during the construction of a residential development presumably to prevent a cut through. The site is, accordingly, a small site formed by mobile home units on either side of Manor Drive.

14. From what we are told in Mr Slater's submissions and from what we can see from the various photographs, the site is poorly maintained and has been poorly maintained for probably many years. In relation to Manor Road, we note that this is approximately 135 meters in length and 5.5 meters wide and from looking at the photographs, we can see that the road has had significant tarmac patchwork with potholes, broken surface and an undulating surface. The road is unsightly, and we can see, for example in the top photo on page 39 of Mr Slater's bundle, a long crack down part of the road with uneven and irregular patchwork. There is no clear demarcation between the edge of the road and the boundary and instead we can see the road trail off towards what appears to be a muddy boundary between it and the grass verge. The photograph on page 42 shows a significant amount of tarmac destruction and the formation of a hole into which debris has fallen and photograph 43 shows considerable breakup of the tarmac. We are told and we accept that no maintenance work has been carried out on the road for the past 23 years.
15. In relation to the gate mentioned above, we are told, and again we accept that this gate is electric and operated by a key fob and was installed in 2006. Over time the condition of the gate has deteriorated to the extent that many of the key fobs no longer work, and although we are told that maintenance work has been ongoing, we also note that a safety inspection of the gate has not been carried out since 2018.
16. Mr Slater has also raised the issue of vegetation around the site in the common areas – i.e. the growth of plants, grass and shrubs along the boundary. We accept that grass cutting takes place in most areas of the site we note that the photographs demonstrate a significant amount of neglect. The photographs on page 44 show that the edge of the boundary has been left to overgrow and rubbish appears to have collected. The photographs on page 47 demonstrate a significant amount of overgrown foliage around the gate and photographs on page 52 show untidy and overgrown foliage around the electricity shed.
17. We further note that the site is home to several large trees, some of which appear to be rather close to some of the units. Mr Slater informs us in his submission that these trees have not been maintained for several years and that, whilst they clearly enhance the site amenity, in a perilous unmaintained state, they also detract from it. The fact that these trees have not had the benefit of recent inspection and advice from a tree surgeon is something we take into account in our determination.
18. We have mentioned the condition of the electric metre shed above. We note that its condition is poor and potentially dangerous. Although we have not inspected the site we can see from the photographs on pages 53 through to 58 that it is surrounded by overgrown vegetation and although brick built, it has what appears to be a poorly fitting corrugated asbestos roof. The meters themselves appear to be fixed to wooden boards attached to the brick walls of the shed and have exposed mains wires rising from the ground at the back of the shed and entering underneath the corrugated roof. The mains cables appear to be protected simply by placing a dilapidated lap fence panel over

them. There is no discernible path down to the shed and it must be perilous for anyone walking down to the shed for the purpose of reading a metre.

19. Finally, Mr Slater raises the problems with the fire equipment at the site and the appropriate signage. We thought this was a deterioration in the condition and amenity of the site.
20. Mr Slater has provided a record of pitch fee increases over the past 11 years. We can see that the fee was increased in February 2011 and every year since to stand at the current amount of £94.23, and at no points has any of the issues mentioned in the preceding paragraphs been taking into account in relation to any increase in the pitch fee.

Determination

21. Section 20 of the 1983 Act provides that there is a presumption that the pitch fee will increase or decrease by an amount which is no more nor less than the RPI over the preceding 12-month period, unless this would be unreasonable taking account of paragraph 18(1) as reproduced above.
22. We are satisfied on the basis of the evidence and our findings of fact that no sums have been expended by the site owner since the last review date which are for the benefit of the occupiers of the mobile homes. We are satisfied that, by reason of our findings of fact as set out above there has been a marked deterioration in the amenity of the site by reason of historic neglect and a lack of proper and proactive maintenance. The site owner is responsible for the maintenance of the site, including the maintenance of the road, the boundary (including the fences, grass and rubbish collection), the gate, the trees, the electricity shed for example and the failure to maintain amounts to a deterioration which we take account of to displace the presumption in paragraph 20 of the Schedule 1 to the Act. We are also satisfied that regard has not previously been had to such deterioration for the purposes of subparagraph (aa) of paragraph 18.
23. In our expert view, we think that such a reduction in amenity should be reflected by a corresponding reduction in any increase by an equivalent amount. Put another way, and in line with paragraph 16(b) of schedule 1 to the Act, we think that, taking account of this reduction in amenity, it would not be reasonable for the pitch fee to be changed.
24. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on a point of law only. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013) stating the grounds upon which it is intended to rely in the appeal.

Signed

Philip Barber

Dated 12 January 2024

Phillip Barber, Judge of the First-tier Tribunal

Schedule

Case Reference	Respondent
MAN/ooCZ/PHI/2023/0023 (2)	John Greaves (£94.23)
MAN/ooCZ/PHI/2023/0022 (17)	Stephen and Beryl Eastlake (£94.23)
MAN/ooCZ/PHI/2023/0024 (3)	Desmond Francis Gorham (£94.23)
MAN/ooCZ/PHI/2023/0025 (5)	Neil and Julie Scott (£94.23)
MAN/ooCZ/PHI/2023/0026 (6)	Valerie Biver (£94.23)
MAN/ooCZ/PHI/2023/0027 (7)	Stephen Hemmingway (£94.23)
MAN/ooCZ/PHI/2023/0028 (9)	Robert and Jenny Slater (£104.81)
MAN/ooCZ/PHI/2023/0029 (10)	Ian Pallister and Wayne Brook (£94.23)
MAN/ooCZ/PHI/2023/0030 (12)	Ray and Denise Inglefield (£94.23)
MAN/ooCZ/PHI/2023/0031 (13)	Amanda James (£94.23)
MAN/ooCZ/PHI/2023/0032 (14)	Susan Hagger (£94.23)
MAN/ooCZ/PHI/2023/0033 (15)	Jacqui Clark (£94.23)
MAN/ooCZ/PHI/2023/0034 (16)	Edward and Dorothy Thackery (£94.23)
MAN/ooCZ/PHI/2023/0035 (21)	Dean and Barbara Johnson (£94.23)
MAN/ooCZ/PHI/2023/0036 (23)	Maureen Gledhill and Martin Myers (£111.22)