



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

Case Reference : **MAN/30UP/PHI/2023/0309**

Property : **1, Meadow Park
Plox Brow
Tareleton
Preston PR4 6HG**

Applicant : **Meadow Park Limited**

Representative : **N/A**

Respondent : **Mr & Mrs P Molyneux**

Representative : **N/A**

Type of Application : **Application under Schedule 1 of the Mobile Homes Act 1983**

Tribunal Members : **J R Rimmer
S Wanderer MRICS**

Date and venue of Hearing : **Determined without a hearing**

Date of Decision : **21st November 2023**

DECISION

DECISION

The pitch fee payable by the Respondent for the year commencing on 27th March 2023 is £148.12 per calendar month.

REASONS

Background

1. The Respondent's pitch agreement provides that the pitch fee review date is 27th March each. On 15th February 2023, the site owner served a Proposed Increase in Pitch Fee Form requiring the Respondent to pay an increased pitch fee. The site owner has chosen to base the increase in the pitch fee at a mid-point between that which would be indicated by the RPI (Retail Price Index) and the lower amount that would be indicated by the CPI (Consumer Prices Index). At the time of the notice the annual RPI increase stood at 13.4% and the CPI index at 10.1%. The mid-point would therefore be 11.7%. On that basis the proposed increase is from £132.61 per month to £148.12.
2. an application was made to the First-tier Tribunal (Property Chamber) ("the Tribunal") under Paragraph 16 of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 (as amended) for the determination of a new level of pitch fee.
3. The application is made by Meadow Park Limited, the owner of the site known as Meadow Park, Plox Brow, Tarleton. The Respondents named in the application are Mr & Mrs P Molyneux, who are the occupiers of pitch number 1.
4. The only issue for the Tribunal to determine is the new level of the pitch fee for the Respondent.
5. On 18th July 2023 the Tribunal issued directions and informed the parties that, unless the Tribunal was notified that any party required an oral hearing to be arranged, the application would be determined upon consideration of written submissions and documentary evidence only. No such notification was received and the Tribunal therefore convened on the date of this decision to consider the application in the absence of the parties. In response to directions, the Applicant submitted a Statement of Case but the Respondent has provided no response.
6. The Tribunal has not inspected the Property.

Law

7. Chapter 2 of Schedule 1 to the Mobile Homes Act 1983 (as amended) (“the Implied Terms”) sets out the terms implied into every contract between the owner and occupier of a pitch on a protected site.
8. Paragraph 16 of the Implied Terms provides that

“the pitch fee can only be changed in accordance with paragraph 17, either –

with the agreement of the occupier, or
if [the Tribunal] considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.”
9. Paragraph 17 of the Implied Terms provides for annual reviews on the review date and continues, so far as relevant, as follows:
 - “(8) If the occupier has not agreed to the proposed pitch fee
 - (a) the owner may apply to the [Tribunal] for an order under paragraph 16(b) determining the amount of the new pitch fee;
 - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as an order determining the amount of the new pitch fee is made by the [Tribunal]
 - “(10) The occupier shall not be treated as being in arrears
(b) where sub-paragraph (8)(b) applies, until the 28th day after the date of the [Tribunal’s] order determining the amount of the new pitch fee.”
10. Paragraph 18 provides
 - “(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;
 - (ii) which were the subject of consultation; and
 - (iii) to which a majority of the occupiers have not disagreed in writing
 - (b) any decrease in the amenity of the protected site since the last review date; and
 - (c) the effect of any enactment

11. Paragraph 20 of the Implied Terms currently provides

“(1) 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.”

12. This last provision has now been amended by the Mobile Homes (Pitch fees) Act 2023 with effect from 2nd July 2023 to replace references to the Retail Prices Index with references to the Consumer Prices Index.

Evidence

13. The Applicant asserts that there have been no material or adverse changes at the site and confirmed in its application that no improvements have been made since the last review date, nor are there any factors, to the best of its knowledge, that have decreased the amenity of the site during the relevant period.

14. The Applicant has however, in anticipation of the changes to paragraph 20(1), indicated its decision to take the mid-point between the old index and the new one, although at the time of the notice to increase the fee the relevant reference would have been to the RPI.

13. The Respondents have not engaged with these proceedings and so their views upon the merits, or otherwise of the application are not known.

Conclusions

14. In reviewing the Applicant’s Statement of Case and application, and in the absence of any submissions to the contrary from the Respondent, the Tribunal considers the proposed increase in the pitch fee sought by the Applicant to be reasonable. Indeed, the Tribunal notes that the statutory presumption, outlined in section 18(1), that the pitch fee should rise in line with the Retail Price Index would have conceivably led to a greater increase in the fee. The Tribunal therefore determines the new pitch fee level for the Respondent to be as requested by the Applicant.

J R Rimmer (judge)