



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

Case References	:	CHI/18UH/PHI/2024/0331
Property	:	6 Grange Park, Abbotskerswell, Newton Abbot, TQ12 5NB
Applicant - Site Owner	:	Avril Knapman
Representative	:	Tozers Solicitors LLP
Respondent	:	Darren Morris and Brian Yole
Representative	:	None
Type of Application	:	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
Tribunal Members	:	Regional Surveyor J Coupe FRICS Judge R Percival Mr M Jenkinson
Date & Venue of Hearing	:	23 January 2025 Exeter Tribunals Service, Keble House, Exeter, EX1 1NT
Date of Decision	:	15 April 2025

DECISION

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Summary of Decision

The Tribunal determined that the pitch fee for the year beginning 1 April 2024 should not be changed.

The Tribunal determined that the condition of the Park had deteriorated and the amenity had decreased, and that regard has not previously been had to that.

The Tribunal determined that the pitch fee should remain at the level of the previous year, that being £159.64 per month, until the next review.

The Applicant shall bear the application fee and hearing fee paid.

The reasons for the Tribunal's decision are set out below.

REASONS

Background

1. The Applicant is the owner of Grange Park, Abbotskerswell, Newton Abbot, TQ12 5NH ("the Park"). The Respondents are the owners of Number 6 Grange Park ("the property"), a mobile home which they are entitled to station on a pitch ("the pitch") within the Park by virtue of an agreement under the Mobile Homes Act 1983 ("the 1983 Act"), which includes the statutory terms referred to below. There is no dispute as to the Respondents' right to occupy the pitch.
2. The Park is a protected site within the meaning of the 1983 Act. The definition, found in Part 1 of the Caravan Sites Act 1968 includes a site where a licence would be required under the Caravan Sites and Control of Development Act 1960 if the exemption of local authority sites were omitted.
3. On 21 February 2024 the Applicant served a Pitch Fee Review Notice of the same date on the Respondents, accompanied by the prescribed Form detailing the proposed new pitch fee and its calculation, payable with effect from 1 April 2024. The Notice proposed a new pitch fee of £166.03 per month in lieu of the passing pitch fee of £159.64 per month.
4. The Applicant says that the proposed increase represents an adjustment in line with the Consumer Prices Index ("CPI") from January 2024, that being 4% and which is calculated as a monthly increase of £6.39. No recoverable costs or relevant deductions were applied.
5. The Respondents did not agree the increased pitch fee.
6. Against that background, on 21 June 2024, the Applicant sought a Tribunal determination of the matter.

7. On 10 December 2024 the Tribunal served Directions on the parties setting down a timetable for the exchange of documentation preparatory to a hearing. Parties were advised that the Tribunal would undertake an inspection of the property immediately prior to the hearing.
8. In accordance with the Directions, the Tribunal were provided with a hearing bundle, which extended to 190 electronic pages. The bundle included the Application Form PH9, the pitch fee review form and Notice, the Written Statement, the parties' statements of case, email correspondence and further written and photographic evidence. References in this determination to page numbers in the bundle are indicated as [].
9. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.
10. The hearing was recorded and such stands as a record of proceedings.

The Law

11. The relevant law is set out in the Mobile Homes Act 1983 (as amended) ("the Act").
12. Section 1(1) of the Act provides as follows:
 - (1) *This Act applies to any agreement under which a person ("the occupier") is entitled –*
 - (a) *To station a mobile home on land forming part of a protected site; and*
 - (b) *To occupy the mobile home as his only or main residence.*
13. The Tribunal derives its jurisdiction to determine disputes in these matters by virtue of Section 4(1) of the Act which states as follows:
 - (1) *In relation to a protected site 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)
14. Under the Act, terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the Act.
15. The relevant terms for the purposes of a pitch fee review are set out at paragraphs 16-20 of that part of the Schedule. In summary, a review of a pitch fee is governed by three statutory principles:
 - i. The pitch fee can only be changed either with the agreement of the occupier or by determination by the Tribunal;

- ii. The pitch fee shall be reviewed annually as at the review date;
 - iii. A presumption that the fee will increase or decrease in line with the variation in the Retail Price Index (now Consumer Prices Index (“CPI”).
- 16. Paragraph 16 states that a pitch fee can only be changed in accordance with paragraph 17, either –
 - (a) *With the agreement of the occupier, or*
 - (b) *If the appropriate judicial body, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.”*
- 17. Paragraph 17(4)(a) states that where the occupier does not agree to the proposed new pitch fee *“the owner [or . . . the occupier] may apply to the [appropriate judicial body] for an order under paragraph 16(b) determining the amount of the new pitch fee.”*
- 18. Paragraph 17(5) provides that *“An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date [but . . .] no later than three months after the review date].*
- 19. Paragraph 18 requires the Tribunal, in determining the new pitch fee, to have regard to particular factors:
 - i. Any sums expended by the site owner since the last review date on improvements;
 - ii. Any deterioration in the condition and any decrease in the amenity of the site;
 - iii. Any reduction in the services provided by the site owner and any deterioration in the quality of those services;
 - iv. Any legislative changes affecting costs.

The Inspection

- 20. Upon arriving at the Park at 09.15 on 23 January 2025, the Tribunal were met by the Applicant, who directed them to a suitable parking area before returning to her home.
- 21. The inspection began at the scheduled time of 10.00. Present were the Applicant, her legal representative Ms Musson of Tozers LLP, and Mr Darren Morris one of the joint Respondents. The inspection took place under varying weather conditions of light to heavy rain.
- 22. At the outset of the inspection, the Chairman explained that the parties were welcome to indicate areas that they wished the Tribunal to view and upon which they would later rely on in the hearing but that the Tribunal would not take any evidence during the inspection nor have regard to any comments passed at the inspection.

23. The Tribunal observed the overall condition of the Park and of the pitch occupied by the Respondents, as highlighted by each party within their written submissions. The Tribunal did not undertake a formal survey of any part of the Park or pitch.
24. The Tribunal is mindful that the inspection was carried out some considerable time after the date upon which the Pitch Fee Review Notice was served and from the date upon which the proposed new pitch fee became payable. The inspection is only capable of showing the condition of the Park and pitch as at the date of inspection and not as at any other date. That said, the Tribunal found it of considerable benefit during the hearing to have viewed the layout and amenity of the Park, and the structure referred to as the historic lime “kiln”.
25. The Park is a situated off a narrow country lane on the outskirts of the village of Abbotskerswell. It comprises six mobile homes, one of which is occupied by the Applicant, with two additional homes by members of the Applicant’s extended family.
26. The inspection began at the site entrance. After traversing a gradient and passing through an open metal security gate, the Tribunal reached an elevated level where the Park homes were situated. The Tribunal then walked the entire site, with those in attendance identifying features that were later referenced during the hearing.
27. The road surfaces are covered with tarmacadam and appeared to the Tribunal to be relatively even and well-maintained. Visitor parking was visible on the immediate left, with a barrier restricting access to the area situated above the structure known as the kiln. A security camera covering the entrance was noted by the Tribunal. Additionally, a yellow timber store housing Park documentation, including a copy of the Site Licence, Site Rules and site plan was identified.
28. The site is arranged over three levels. The lower level contains the base of the kiln, along with the Respondents’ garden, garage and driveway. The main level houses the six mobile homes, while the upper level, accessed by a track at the far end of the site, consists of communal grounds, part of which are periodically used, by the Applicant, for caravan storage.
29. As you enter the Park, the Respondent’s split-level pitch is the first on the left, adjacent to the visitor parking area. The Respondent’s mobile home is on this level, while the Respondents garden, garage and paved parking/turning area are at the lower level, accessed separately.
30. Looking south from the Respondent’s paved parking area, the exposed lime kiln is clearly visible. According to a report by the Applicant’s expert Structural and Civil Engineers, Nicholls Basker & Partners (“NBP”), the kiln measures approximately 1.4 meters in height and 2.0 meters in width. It is embedded in a stone structure with a vegetated slope above, roughly twice the kiln’s height. Above this structure are visitor parking spaces, which are now partially blocked off.

31. Diagrams illustrating an indicative elevation of the kiln and a section through the kiln were included within the bundle [189].
32. Each of the mobile homes in the Park is served by a communal septic tank drainage system, the location of which was identified to the Tribunal. No foul odours or evidence of leakage or overflowing were apparent upon inspection.
33. The Respondents identified additional boundary rock faces that they claimed were in disrepair, and which the Applicant referred to as part of the site's ecosystem during the hearing.
34. A building purported to house toilet and wash facilities was identified. The building was locked and appeared to have fallen into disrepair.

The Hearing

35. The hearing was held at Exeter Tribunal Services immediately following the inspection. The Applicant attended in person and was represented by Ms. Musson of Tozers LLP. The Respondents also appeared in person, along with two observers from the Park.

The Respondents' Case

36. The grounds upon which the Respondents argue that the proposed pitch fee is not reasonable are:
 - i. Deterioration in the condition of the site, namely a failure on the part of the Applicant to maintain and repair the structure encompassing the historic lime kiln;
 - ii. General deterioration in the condition of the site, including issues with the private septic tank drainage system, a malfunctioning entrance gate, and disrepair of additional rock faces;
 - iii. Insufficient lighting and lack of hot water in the communal toilet block and subsequent closure of the facility, constituting a decrease in the site's amenity;
 - iv. The Applicant's failure to reimburse the Respondents for the disputed tree surgery costs, amounting to £100.
37. Taking each point in turn.

The lime kiln and rock face

38. The Respondents rely on two photographs included in the bundle. The first photograph, they claim, shows the detachment of various stones from the centre and side walls of the lime kiln, with stones lying on the ground beneath the structure, as well as exposed soil and vegetation within the structure. [38] The second photograph illustrates the proximity of the kiln structure to the Respondents' paved turning and parking area, and to a garden shed. [40]
39. Additionally, the Respondents rely on the conclusions and recommendations of a report commissioned by the Applicant and prepared by NBP following their site visit on 2 November 2023, and dated 13 November 2023. The report advises the Applicant to restrict pedestrian

and vehicular access to the area below the kiln, which is within the Respondents' pitch, and to undertake remedial works to stabilise the kiln, including infilling the stonework with appropriate mortar. The report recommends that:

‘Whilst the joints are being pointed, consideration should be given to the installation of bed joint reinforcement in the form of stainless steel helibars (by Helifix) to tie the masonry together. This would be particularly beneficial in the region of the crown of the arch.’

40. The Respondents assert that the Applicant has neglected to carry out the recommendations of NBP or any other necessary remedial work on the structure, thereby risking further deterioration and a loss of amenity for part of their pitch.
41. Although the Applicant informed the Respondents of her intention to erect safety fencing within their pitch, this was resisted, and an injunction prohibiting such action was ultimately secured. The grounds for the injunction were that the Applicant had failed to consult the Respondents and that securing the area without undertaking the recommended remedial works would not resolve the issue.
42. The Respondents argue that the worsening condition of the kiln and surrounding structure, as evidenced by photographs, the NBP report dated 13 November 2023, and the Tribunal's inspection, constitutes a deterioration in the site's condition. They contend that the Applicant's failure to undertake repairs to the kiln and surrounding structure breaches the owner's obligations under paragraph 22(d) of the Implied Terms to *"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."* Furthermore, they assert that there are serious health and safety implications from falling masonry and the potential collapse of the structure, which adversely affected the enjoyment of their home and garden during the relevant period.

General deterioration in the condition of the site

43. The Respondents assert that the Applicant is also in breach of paragraph 22(d) of the Implied Terms by failing to maintain and repair other rockface boundaries within the site, resulting in falling masonry and the need to fence off certain areas.
44. The Respondents cite several instances where the electric entrance gate malfunctioned, preventing entry or exit from the site. They state that the gate is now manually operated and that the Applicant has, at times, locked the gate, causing inconvenience to residents and visitors.
45. On 4 October 2023, at the invitation of the Respondents, an Environmental Health Officer from the Council ("the Council") visited the site to discuss several residents' concerns. Subsequently, the Applicant received a letter dated 10 October 2023 outlining the Council's requirements, which included updating the site noticeboard with relevant documents and complying with the Regulatory Reform (Fire Safety) Order 2005, among other matters.

46. Although not mentioned in their statement of case, the Respondents described the site's private drainage system in oral submissions as old and prone to overflowing during periods of heavy rain.

Decrease in amenity

47. The Respondents describe the communal toilet block as lacking adequate lighting, cubicle locks, a watertight roof, and hot water, and ultimately being closed by the Applicant.

Tree surgery costs

48. The Respondents claim that they were misled by the Applicant regarding a £100 contribution made towards tree surgery. In response, they have withheld £100 from their pitch fee payments, resulting in alleged arrears of this amount.

The Applicant's Case

49. The Applicant seeks an increase in pitch fee in accordance with statute and aligned with the correct CPI, disputing the Respondents' allegations of site deterioration and/or a decrease in site amenity.
50. On 21 February 2024, the Applicant personally served a Notice of a proposed new pitch fee, effective from 1 April 2024, to the Respondents, along with the appropriate form. The review date accords with the Respondents' Written Statement dated 1 July 2006, made pursuant to the Mobile Homes Act 1983.
51. The Applicant relies upon implied term 20(A1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended) which gives rise to the presumption that the pitch fee shall increase or decrease by a percentage equivalent to the CPI adjustment, calculated by reference to (a) the latest index, and (b) the index published for the month which was 12 months before that to which the latest index relates, unless this would be unreasonable having regard to paragraph 18(1) of the Act. In this instance, the CPI adjustment is said to be 4%, the Applicant having applied the index for January 2024, calculated at an increase of £6.39 per month.
52. Ms. Musson directed the Applicant to her witness statement, where, at paragraph [75], Mrs. Knapman confirmed her statement and signature.
53. The Applicant's **written statement** acknowledges that there have been several ongoing disputes with the Respondents regarding 'other matters' [69]. While refuting the allegation, she asserts that the suggestion she threatened to remove the Respondents from the Park and refer other matters to the Tribunal is irrelevant to this application for a determination of a pitch fee review.
54. The Applicant disputed the insinuation that the Park had failed to comply with health and safety requirements. On 4 October 2023, at the Respondents' request, the Council's Environmental Health Officer inspected the site and subsequently issued a letter to the Applicant identifying multiple 'potential non-compliance' issues [70], including the failure to display relevant documentation at the site entrance. After the Applicant complied with the letter's contents, the Council took no further

action.

55. The Applicant acknowledges that the entrance gate is now operated manually due, she asserts, to several incidents of misuse of the electronic fobs, which resulted in repair costs. An invoice for repairs, dated 30 July 2024, was provided. [183] The Applicant also accepts that, for security purposes, the gate is occasionally locked but disputes that this has caused any inconvenience to residents.
56. The Applicant asserts that the Respondents have unlawfully deducted £100 from their pitch fee payments, citing a dispute over costs incurred for tree surgery in 2022. While explaining the circumstances of the matter, the Applicant states that this issue is irrelevant to the pitch fee review.
57. The Applicant says that the dispute between the parties regarding the lime kiln has been well-documented and has been the subject of separate legal proceedings. The Applicant's written statement asserts that "the only reason the Applicant has been unable to action the works required by the Report is because the Applicant has been unable to reach an agreement with the Respondents to proceed". [72] The report in question was prepared by NBP and dated 13 November 2023.
58. On 15 August 2024, NBP sent an email to the Applicant, providing further clarification on the necessity of installing fencing to safeguard the kiln which stated:

"the installation of a fence to limit access beneath the lime kiln at your property is deemed necessary for the protection of the residents below. Although we previously mentioned the potential for pointing the lime kiln as an additional structural measure these works would be in addition to rather than instead of the installation of a fence. The proposed fence is intended to prevent access to the danger areas should failure if the lime kiln occur. This is considered an acceptable mitigation of risk without the express requirement for the face of the kiln to be repointed". [72]
59. The Applicant subsequently arranged for the installation of a standard PVC-coated chain link fence (1.8m high) with metal posts on the Respondents' and other residents' plots to safeguard against the adjacent rockface and limekiln, between 22 and 26 August 2024. [184]
60. In response, the Respondents and other residents obtained an injunction to halt the fencing installation. As part of the settlement of the injunction proceedings, the Applicant agreed not to proceed with the fencing until she either obtains the express written consent and agreement of all parties or, in the alternative, secures an Order from the Tribunal. [184]
61. On 19 November 2024, NBP issued a further letter of advice to the Applicant, referring to the detachment of various stones from the kiln. They noted that the stones appeared to be further from the face than would reasonably be expected if they had simply fallen from the side wall. Nevertheless, NBP confirmed that the suggestion to fill the cavity of the kiln with concrete is deemed acceptable and will provide appropriate support to the internal arch structure. The letter concludes, "*We trust the foregoing summarises our previous conversations and is satisfactory for*

your current requirements."

62. The Applicant relies on a previous decision of the Tribunal (CHI/43UG/PHI/2022/0027), which addressed similar issues. However, the Applicant acknowledges that this Tribunal is not bound by that determination.
63. The Applicant denies any deterioration in the condition or decrease in the amenity of the Park or any adjoining land occupied or controlled by the Applicant since the last pitch fee review. Furthermore, the Applicant asserts that there has been no reduction in the services provided to the Park, the pitches, or the mobile homes, nor any deterioration in the quality of those services.
64. Moreover, the Applicant states that pitch fees are essential to their business, especially given the current economic conditions where operating costs have increased. Despite these challenges, the Applicant says that she has invested considerable sums in improvements to the Park for the benefit of homeowners. These improvements include the installation of safety barriers, a yellow shed, a notice board with relevant documentation, and new CCTV systems. This concludes the Applicant's written evidence.
65. In her **oral submissions**, the Applicant stated that, to the best of her knowledge, the kiln is over 200 years old and has shown no signs of deterioration in the past 59 years. While acknowledging the photographs of dislodged masonry and NBP's report confirming this, she referred to NBP's letter dated 19 November 2024. She suggested that the location of the stones, as evidenced in the photographs and observed by the Tribunal during their visit, was not as expected, implying that the stones had been moved. The Applicant argued that the works proposed by NBP are merely cosmetic and that fencing off the area both beneath and directly above the kiln as a precautionary measure would be sufficient. However, she had been prevented from erecting the fencing due to the injunction granted in the Respondent's favour.
66. In response to the Tribunal's questions regarding the lack of remedial works between the receipt of the NBP report in November 2023 and the fencing injunction, the Applicant explained that she had been seeking quotations. She stated that she had received two alternative quotes, dated April and May 2024, respectively. However, neither quote was included in the bundle.
67. When pressed on the matter, the Applicant suggested that completing the works, which she considered to be merely cosmetic, would not necessarily make the structure safer. She referred to the financial implications of the proposed works and questioned whether incurring such an expense was ultimately necessary. The Applicant expressed her concern that the expense would *"come out of my pocket."*
68. In oral submissions, the Applicant briefly addressed whether the repair costs were her responsibility. Ms. Musson also touched on this point fleetingly in her closing remarks. However, no evidence or submissions on the matter were presented to the Tribunal. The Tribunal notes that, until

that point, the Applicant had demonstrated through her actions—commissioning the two NBP reports, fencing off part of the parking area, facilitating safety fencing, and more latterly obtaining two quotations for the structural works—that she understood the liability belonged to the site owner.

69. When asked why it had taken six months to erect bollards on the parking area above the kiln to lessen the load on the structure, the Applicant explained that such matters take time to arrange.
70. In response to a question about why other parts of the site boundary walls and rock face had not been repaired, the Applicant explained that the walls are part of a delicate ecosystem and home to protected bats. Instead, a letter was issued to residents advising them not to walk within 2 meters of the rock face.
71. Responding to the allegation that the communal toilet block had been in disrepair, inadequately lit, without hot water and then closed to residents, the Applicant explained that the facilities were a legal requirement in the 1960's when the homes did not have indoor facilities. However, now each home has a bathroom, upkeep of the building is no longer warranted. Furthermore, use of the facilities was only provided as a goodwill gesture.
72. In summary, the Applicant asserts that the Respondents have not provided any valid reasons to challenge the statutory presumption of a pitch fee increase in line with the appropriate Consumer Price Index (CPI). The Applicant further contends that she intended to install safety fencing on the Respondent's pitch but was prevented from doing so.

Findings of Fact & Determination

73. The Applicant served the pitch fee review Notice and prescribed form on the Respondents on 21 February 2024, with an effective date of 1 April 2024. The Tribunal finds that the Applicant was entitled to do so.
74. The Applicant proposed an increase in pitch fee in accordance with the percentage increase in the CPI. The Mobile Homes (Pitch Fees) Act 2023 changed the basis for calculating the pitch fees for park homes in England and Wales from the RPI to the Consumer Price Inflation (CPI) index with effect from 2 July 2023. The Tribunal finds that the Applicant was correct in adopting the CPI methodology at the pertinent date.
75. The Tribunal finds that the Applicant adopted the correct CPI percentage of 4%, that being the January 2024 figure, published on the 14th February 2024.
76. The Tribunal is satisfied that the Applicant complied with the procedural requirements of paragraph 17 of Part 1 of Schedule 1 of the 1983 Act in this matter and that the Notice served included all of the required information.
77. The Tribunal finds that the Respondents do not dispute the validity of the Notice.
78. In oral submissions, the Respondents appeared to indicate that they did not challenge the reasonableness of the pitch fee increase and would agree to pay

it once repairs to the kiln and rockface were undertaken. The Tribunal pressed the Respondents on this point, as agreeing to the pitch fee increase would remove the Tribunal's jurisdiction. After questioning the Respondents, the Tribunal was satisfied, considering the Respondents were litigants in person, that their argument centered on an alleged deterioration in the condition of the site and a decrease in site amenity, which they asserted made a pitch fee increase, as of the review date, unreasonable.

79. The Tribunal now considers whether the proposed increase in pitch fee is reasonable, regardless of the inherent reasonableness of the sum payable.
80. The Tribunal reminds itself that paragraph 18(1) of the Act requires the Tribunal to determine whether there has been 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 of the site, and/or whether there has been any reduction in the services provided by the site owner and any deterioration in the quality of those services. Furthermore, whether any other weighty factors displace the presumption in favour of an inflationary increase in pitch fee calculated in accordance with CPI.
81. The Tribunal is not assessing the reasonableness of the original agreement made by the parties or their predecessors.
82. The Applicant claims entitlement to a pitch fee increase aligned with the appropriate CPI index, and argues that the Respondents have provided no evidence to suggest this is unreasonable.
83. The Respondents dispute the Applicant's entitlement to a pitch fee increase, citing the site's deteriorating condition, particularly the kiln structure, and a reduction in amenities, which had not been previously considered.
84. While acknowledging that the Tribunal's site inspection was conducted several months after the relevant date, the Tribunal found the Park, with the exception of the kiln and boundary walls, to be generally in good order and maintained. The communal areas were well presented, with the main surfaces in good order, and the greenery trimmed.
85. The Tribunal finds that the kiln comprises an open area of curved stonework approximately 1.4m high from the base to the underside of the stone arch and approximately 2.0m wide. The Tribunal finds that the kiln is located adjacent to the Respondents home, with the Respondent's garage and turning areas located near to the base of the kiln.
86. The Tribunal accepts the report by NBP which states that the crown of the kiln's arch is an approximately 1.2m high soil slope, with an angle of 65-70 degrees. NBP describe the angle as "over-steep". [165].
87. Additionally, the Tribunal accepts the findings of the NBP report, which indicate that the soffit of the arch features a large, slender slope spanning east-west, functioning as a lintel. The Tribunal also recognises the presence of a void approximately 600mm deep at the base of the kiln and that, in certain areas, the face of the kiln is densely vegetated.

88. The Tribunal finds that the kiln and the structure above it supports the visitors' parking area. Additionally, the Tribunal finds that the parking near the crest of the slope above the kiln is restricted by a barrier to reduce the load on the underlying structure.
89. NBP's report dated 13 November 2023, paragraph 2.03, identifies that several stones have been dislodged from the crown of the kiln on the western side, necessitating reconstruction with additional stonemasonry. [165] The Tribunal finds that this work has not been carried out.
90. The Tribunal finds that the condition of the site has deteriorated, particularly the kiln, the structure above the kiln, and the site boundary walls/rock face. This conclusion is based on the initial report prepared by NBP on behalf of the Applicant, dated 13 November 2023, in which the author recommends restricting pedestrian and vehicular access to the area below the kiln, within the Respondents' pitch, and undertaking structural repairs to the kiln. [162] The Tribunal finds that no structural repairs have been undertaken by the Applicant. Additionally, the Tribunal's finding is supported by photographs in the bundle showing dislodged masonry and exposed vegetation, the Tribunal's inspection of the area, and NBP's subsequent letter dated 19 November 2024, which reiterates their previous findings of structural deterioration.
91. The Applicant relies on an email from NBP dated August 2024, which stated that the previously recommended structural works were supplementary to, rather than a replacement for, the installation of a fence. The email indicated that installing a security fence to restrict access to the area was considered an acceptable risk mitigation measure, without explicitly requiring the kiln to be repaired. The Tribunal finds that while a security fence restricting access to part of the Respondent's pitch is likely to mitigate risk, both reports by NBP refer to a deterioration in the structure.
92. The Tribunal finds that, although the Applicant demonstrated an intention to erect safety fencing on the Respondents' pitch but was prohibited by an injunction, there have been no submissions or evidence to suggest that the Applicant ever intended to carry out any remedial works to the kiln or rock face. The injunction, dated 15 August 2024, related only to the installation of fencing. [184]
93. In her oral evidence, the Applicant mentioned, for the first time, that she had received two quotations for the proposed works, dated May and June 2024, neither of which were presented to the Tribunal. The Tribunal considers that the sourcing of quotes for remedial works contradicts the Applicant's assertion and oral evidence that the works proposed by NBP were cosmetic and unnecessary.
94. The Tribunal found the Applicant's evidence to be unreliable and inconsistent. On one hand, the Applicant argues that she has been prevented by an injunction from erecting safety fencing and will seek an order from the Tribunal for the fencing and remedial works to proceed. Yet, simultaneously, she contends that the remedial works are unnecessary and that there has been no deterioration in 59 years. The Tribunal concludes that the cost expectation and the Applicant's potential liability

are the true drivers behind her decision-making and reluctance to proceed with structural repairs. Moreover, the Tribunal finds that the Respondent's assertion of deterioration of the site encompassing the kiln and the surrounding structure is made out.

95. Regarding the private drainage system serving the site, while the Tribunal made no findings concerning the adequacy of the system, it found no evidence of any malfunction that would constitute a decrease in the condition or amenity of the site.
96. Similarly, the Tribunal does not consider the change from an electronic fob-operated entrance gate to a manual gate, irrespective of the malfunctioning episodes acknowledged by the Applicant in her oral evidence, to constitute a deterioration in the condition of the site or a decrease in its amenity.
97. The Tribunal does not find that the issues raised by an Environmental Health Officer of the Council, which were quickly rectified by the Applicant, were sufficiently proven or significant enough to override the statutory presumption in favour of an inflationary increase.
98. Additionally, the Tribunal finds that the installation of the yellow timber shed intended for housing site documentation does not constitute an improvement, as claimed by the Applicant. Instead, it is deemed a licensing requirement.
99. While the Tribunal acknowledges that the removal of access to the communal toilet block, which the Respondents claimed was in disrepair, results in a decrease in the site's amenity not previously considered, it does not deem this change significant enough on its own to override the statutory presumption of an inflationary increase. However, the Tribunal considers this point in conjunction with our other findings.
100. The Tribunal has reviewed the previous decision cited by the Applicant and finds that the circumstances in that case differ from those in the current matter. While the Tribunal respects previous decisions of this Tribunal, it is not bound by them.
101. After thoroughly evaluating all the evidence and considering oral submissions from both parties, the Tribunal has concluded that there has been deterioration in the condition of the site and a loss of amenity, neither of which have been previously accounted for. Given these circumstances, the Tribunal finds it unreasonable to apply the statutory presumption in favour of an inflationary increase. Consequently, the Tribunal concludes that the statutory presumption is displaced.
102. The Tribunal now turns its focus to determining what, if any, increase in pitch fee is appropriate under the circumstances.
103. The Applicant contended that her operating costs had risen over the relevant twelve-month period and that she had incurred significant expenses to enhance the Park for the residents' benefit. She cited the installation of safety barriers, a new shed for displaying site documentation, and new CCTV systems.

104. The Tribunal acknowledges that the Applicant's operating costs likely increased over the relevant period, despite the absence of supporting evidence. However, the Tribunal does not regard compliance with site licence requirements for displaying Park documentation as an improvement. Likewise, the installation of safety barriers due to kiln-related risks and the addition of a single security camera are not considered significant improvements.
105. The Tribunal then considered what increase in pitch fee would be reasonable, having regard to the Tribunal's findings of site deterioration related to the kiln and rock face, as well as the decrease in amenity due to the loss of the communal washing facility, weighed against the Applicant's unsupported claim of increased operating costs. Following this assessment, the Tribunal concluded that these factors offset each other, and thus, no increase in pitch fee would be reasonable under these circumstances.
106. The Tribunal makes no findings of fact regarding the alleged historic debt of £100 for tree surgery, as it is not pertinent to the current determination.

The effect of the above determinations and the pitch fees

107. Having considered the evidence and submissions presented, the Tribunal is satisfied that it is not reasonable to change the pitch fee with effect from 1 April 2024.
108. Therefore, the pitch fee will remain at £159.64 per month until the next review.
109. In light of our determination, the application fee and hearing fee will be borne by the Applicant.

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.