



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

Case Reference

HAV/24UJ/PHI/2024/0634 - 9
Drapers Copse
HAV/24UJ/PHI/2024/0635 - 19
Drapers Copse
HAV/24UJ/PHI/2024/0636 - 26
Drapers Copse
HAV/24UJ/PHI/2024/0637 - 27
Drapers Copse
HAV/24UJ/PHI/2024/0638 - 27A
Drapers Copse
HAV/24UJ/PHI/2024/0639 - 50
Drapers Copse
HAV/24UJ/PHI/2024/0641 - 84
Drapers Copse

Property

Drapers Copse Caravan Park, Claypits
Lane, Dibden, Hampshire, SO45 5TP

Applicant

General Estates Company Limited
Director: Mr. James Percy

Respondents

Occupiers of the pitches stated above

Type of Application

Review of Pitch Fee: Mobile Homes Act
1983 (as amended)

Tribunal

Judge T. Hingston
J. G. G. Wilson MRICS FCI Arb
M.J.F. Donaldson FRICS

Date of Hearing

25th February 2025

Date of Decision

7th March 2025

DECISION

SUMMARY OF THE DECISION: -

1. The Tribunal determines that it is reasonable for the pitch fees in this case to increase as from the 1st of September 2024 as proposed, being over 28 days after the site owner served valid ‘late’ Notices of Pitch Fee Review on the 26th of July 2024.

2. Given that there was a 4.6% increase in the Consumer Prices Index (CPI) during the relevant 12-month period prior to the Review date, the Tribunal finds that the pitch fees should increase by the same amount, as detailed in the table below. This is in line with the ‘statutory presumption’ in Paragraph 20(A1) of the Mobile Homes Act 2013 (as amended) – hereafter referred to as ‘The Act’.

3. The Tribunal did not find that there had been such a ‘deterioration in the condition’, ‘decrease in amenity’ or ‘reduction or deterioration in the quality of the services’ at the site (during the 12- month period since the last Review) as to displace the statutory presumption as above.

4. The new pitch fees therefore determined (with effect from 1st September 2024) for Numbers 9, 19, 26,27,27A, 50 and 84 Drapers Copse are as shown in the following table: -

Pitch Number	Occupier Respondent	Review Date	Existing Fee per month	Fee determined per month
9	Mr. R. Robson	2 nd of January	£184.82	£193.32
19	Mrs. J. McCann	“	£147.47	£154.25
26	Mr. & Mrs. Gilroy	“	£238.96	£249.95
27	Mr. & Mrs. Kats	“	£184.42	£193.32
27A	Miss S. Howden	“	£155.52	£162.67
50	Miss S. Phillips	“	£147.47	£154.25
84	Mr. P Story	“	£155.52	£162.67

BACKGROUND AND BRIEF CHRONOLOGY.

1. This case concerns a dispute over pitch fees at the Drapers Copse Park Homes site at Dibden, which is licensed for 100 mobile homes.

2. The agreed Review date for pitch fees at the site is the 2nd of January each year.

3. The current Applications are in respect of the proposed increase in pitch fees for the year 2024 – 2025.

4. Previously, in December 2022, a Notice of proposed increase for the period 2023 – 2024 was served on all occupiers by the site owners, General Estates.
5. Following objections from a number of the occupiers as to that increase, an Application was made in April 2023 to the Tribunal (reference CHI/24UJ/PHI/2025/0490 – 500 and others) for a determination.
6. The matter was eventually concluded on the 24th of June 2024, when the Tribunal determined that the pitch fees should be increased by 9.5% rather than by the proposed 14.2%. The new fees were to take effect from 1st of February 2023.
7. The Respondent occupiers paid the new pitch fees as determined by the Tribunal, (back-dated to the 1st of February 2023) up until July 2024: a period of 20 months.
8. There was no pitch fee increase on the annual review date in January 2024, because the Tribunal proceedings from the previous year were still ongoing.
9. After the previous Tribunal proceedings were concluded in June 2024, on the 26th of July 2024 the site owner/Applicant served a fresh Pitch Fee Review Notice on the occupiers, proposing a 4.6% increase in pitch fees (with reference to the Consumer Prices Index for October 2023). The increase was this time said to take effect from September 2024 and it was to run until January 2025.
10. Seven of the occupiers did not agree to this latest proposal, and therefore the site owners General Estates Company Limited applied (by applications dated 7th November 2024) to the Tribunal for determination of the issue.
11. Various Directions' Orders were made, and the case was listed for inspection and hearing. A full PDF bundle of documents was provided to the Tribunal and to the Respondents.

RELEVANT LAW

Please see Appendix attached herewith.

INSPECTION

12. The Tribunal inspected the property on Tuesday the 25th of February 2025, and they were able to walk around the whole of the site.
13. The site owner Mr. J. Percy, Director of the Applicant Company General Estates, was present during the Inspection, together with Respondents/residents Ms. Howden and Ms. Phillips.

14. The 'warden' Mr. Colin Marshall was also present at the inspection.

15. As set out in Paragraph 18 of Schedule 1 Part 1 Chapter 2 of the Act (as per the Appendix attached herewith), the Tribunal is required to '*have particular regard to*' changes (in terms of *either* improvements or deterioration of condition, reduction in services etc.) at the park **which have *not* previously been taken into account.**

16. The Tribunal therefore paid particular attention to those matters which had been referred to in the Respondents' recent statements and submissions, and they made their own observations as to any changes since the last review. The various features were noted during the inspection and listed under the following headings: -

i) Roads, Pathways and Parking areas.

The roads were found to be in a generally satisfactory condition. There were some small potholes, and one section of metal grille over a drain was missing, but tarmac had been renewed or replaced in some 'problem' areas and the majority of the road surface was reasonably good.

Speed-bumps were observed in several places on the site.

The pathway or 'cut-through' between the pitches (next to Pitch 18), which was made up of slippery and dangerous concrete slabs in the past, had new gravel on the ground for much of its length and appeared to be in a reasonable condition, but there was a small amount of water lying in the lower part of it.

The parking area at the top end of the site had one parking place in particular where there was a large puddle of standing water.

ii) Weeds, white kerb-stones, mud & gravel on road.

There were no obvious weeds growing at the sides of the road or on the pathways.

There appeared to be some new or repaired concrete kerbs, and others had been painted white, but the white paint was starting to fade or disappear.

At the time of the inspection the road surfaces were clean and there was no mud or debris visible on the tarmac.

iii) Drainage and surface water.

The inspection took place on a dry day but after a period of many weeks of wet weather. There was a small amount of water running down the road in various places, but because the whole site is on a slope, there was no standing water apart from the puddle in the car-park as mentioned above and the water at Pitch 50, as follows.

At Pitch number 50, the home of Miss Phillips, the Tribunal observed standing water: mainly on the concrete slabs at the side of the mobile home (where gas bottles were stored). This water had plainly been there for some time, because of the green algae on the surface of the slabs.

In the garden the Tribunal saw the ground-water pump which had been installed by Ms. Phillips.

iv) Communal areas: grass field and copse.

The field or grassed area behind pitch numbers 1, 3, 5 and 7 appeared to be made up of rough, un-mowed grass. The Tribunal members were not invited to examine this area.

The Tribunal did, however, walk along the footpath into the 'copse' or wood adjoining the site, where drainage ditches, disturbed undergrowth and some fallen trees could be seen.

v) Empty pitches

Plot numbers 103 and 105 were viewed: there was one new mobile home installed and one tidy empty plot next to it. Plot 115 was unoccupied and untidy: there was an area of rough grass and an area of concrete or hard-standing. Plot number 70 was also empty: the grass appeared to have been mowed.

HEARING

17. The hearing took place at Havant Justice Centre immediately after the inspection, on the 25th of February 2025.

18. Mr. James Percy appeared in person on behalf of the Applicant company. Residents Mr. Richard Robson and Miss Sarah Howden appeared for the Respondents.

OBJECTIONS TO THE INCREASE – RESPONDENTS' CASE.

19. The main objections to the proposed increase in pitch fee were set out in the written submissions of the seven Respondents, and these points were enlarged upon during the hearing by Mr. Robson and Miss Howden.

20. Contract. The first issue was the question of whether there was any kind of binding contract between the owner of the site, and the occupiers, to the effect that there would be no increase in pitch fees between April 2024 and the next Review date in January 2025.

21. The Respondents referred to the General Estates letter to them of 28th February 2024, which was headed '*Drapers Copse Budget Charges to 31st January 2025*' and which detailed water, electricity and pitch fee charges for the period from '*April 2024 until January 2025.*'

22. Mr. Robson and Miss Howden submitted that this letter gave rise to a contract between the parties. It was said that there was an offer, acceptance, consideration and an 'intention...to be legally binding', and the residents had budgeted for the coming

year on that basis. The Respondents argued that the Notice of Pitch Fee Increase, which was served on 26th July 2024, was in breach of that contract.

23. Miss Howden confirmed that the letter told residents they would be paying 'x amount' up until January 2025, and she argued that no further increase during that period should be allowed. She had sent a copy of the 'budget letter' to an online solicitor on the 'Just Answers' website, and the solicitor [at Page 319 of the bundle] expressed the view that, on the basis of the documents which they had seen, there was a contract - *'...unless there is a clause allowing for variation of sums without your consent.'*

24. It was further suggested by the online adviser that the fact that the parties had *'...operated based on the terms of the letter since February 2024... demonstrates a clear intention to be legally binding...'* and *'they...'* (the site owners) *'...could not argue at this stage...'* that it was not so intended.

25. Although the Respondents had accepted the Tribunal decision when it came through in June 2024 (4 months after the 'budget letter'), and they had paid the pitch fee increase (back-dated to February 2023), they considered that there should not have been any further rise in 2024 without some kind of warning.

26. Whether or not there was a contract in 2024, the Respondents submitted to the Tribunal that there had been a **deterioration in the condition and amenities** at the site, and/or a **reduction or deterioration in the quality of the services** since the last review. Essentially, there were submissions under the following headings:-

i) Roads, Pathways and Parking areas.

Many of the residents complained that the roads were not maintained properly, and that there were potholes, cracked tarmac and uneven or broken drainage grilles. Several photographs (which had been taken at different times prior to this inspection) were exhibited.

It was also said that at times the roads were wet and caused a hazard when the surface was frozen in cold weather, because the owners did not arrange regular gritting and/or salting.

The pathway or 'cut-through' next to pitch 18 was said to be poorly lit, and evidence was given that it was sometimes dangerous and slippery, with uneven surfaces and standing water on the concrete. There had been an accident (prior to the last Tribunal hearing) whereby Mrs McCann, from number 19, had been injured when she fell on the path.

There was a large puddle of water in the top parking area (in the space reserved for the occupier of Number 85) and residents had also noted an apparently untaxed and abandoned vehicle which had been left in the car-park for some time. In addition, it was submitted that there were sometimes issues with non-residents coming onto the

site and taking up parking-spaces, particularly in the small car-park by the site entrance.

ii) Weeds, white kerb-stones, mud & gravel on road.

Some of the respondents felt that the site did not look as smart as it used to, as weeds had been allowed to grow on the roadways and boundaries, and whitened kerb-stones had not been regularly repainted.

Photographs were exhibited to this effect.

Mr. Robson had taken a video of one resident (who was said to be in poor health) working to remove weeds and vegetation from the edge of the road.

Mr. Robson also stated that the moss, weeds etc. had only been cleared by the owner's employee(s) in the week before the Tribunal inspection.

There had apparently been occasions when there was mud and gravel deposited on the tarmac and not cleared away, both during the electrical works and when new mobile homes were being installed.

iii) Drainage and surface water.

The Respondents told the Tribunal that there was inadequate drainage in many areas of the site, which caused problems in wet weather.

The worst case of poor drainage related to Ms. Phillips' pitch at Number 50, where the resident had been obliged to install a pump to deal with the excess water around her mobile home.

Miss Phillips drew the Tribunal's attention to the provisions of the Mobile Homes Act, whereby it states that:

'Every site and every hardstanding shall be provided with an adequate drainage system for the complete and hygienic disposal of foul, rain and surface water'.

iv) Communal areas: grass field and copse.

Mr. Robson told the Tribunal that the grass area had been mowed regularly in the past, and the occupiers used to have barbeques there in the summer. It was now neglected, seldom mowed, and the grass had grown so long that it was impossible to cut it without heavy machinery.

Several residents complained that the copse (where they were able to follow a footpath and walk their dogs) had been badly affected by the digging of a large drainage ditch. They did not consider that the ditch had been effective in removing excess water from the site, and they said that the earthworks had obstructed paths, uprooted wildflowers and left fallen trees all around.

It was argued that this represented a substantial 'decrease in amenity' since the last Tribunal inspection in March 2024.

v) Empty pitches

Many of the Respondents referred to unsightly and untidy empty pitches on the site, where (for example) broken concrete and rough grass were sometimes left untended.

vi) Dog fouling and noise nuisance

Mr. Robson told the Tribunal that there was an ongoing problem with dog-owners not clearing up after their dogs, and that there were also instances of dogs barking persistently. He considered that the site owner failed to enforce site rules satisfactorily (in this and in other respects) but he had not mentioned these matters to the warden or Mr. Percy because he was not confident that any action would be taken.

vii) Signage

Mr. Robson gave evidence that some signs had been removed, and others had not been kept clean. He said that it had been an ongoing issue for some time, but the situation had continued to deteriorate.

viii) Failure to reply to correspondence

Several of the Respondents submitted that their emails and correspondence were not answered by Mr. Percy or his staff at General Estates: Mr. Robson said that his correspondence had been ignored '*for several years*'.

However, two examples of occasions when letters or emails *had* been answered were acknowledged: Mr. Robson accepted that a speed bump had been removed from in front of his property when he complained that it was causing problems for him, and Mr. and Mrs. Story stated that they had received an answer confirming the legal framework for an increase in pitch fees when they had queried it.

ix) Warden

The Respondents stated that they had not been told in advance that a warden was being appointed, and it had never been made clear to them exactly what his function or remit was. It appeared that he was very often working elsewhere during the daytime, and although he was now residing on-site some residents had been told not to contact him 'out of hours'. The general impression was that he did not seem to be spending a lot of time there.

x) Fire risk assessment

It was suggested that an out-of-date Fire Risk document was displayed on the site notice-board, and that this should be urgently updated.

xi) Expenditure breakdown

In terms of the site owner's contention that his expenditure at Drapers Copse had been in the region of £496,000 between 1st February 2022 and 31st December 2024, Miss Howden produced a very thorough breakdown and analysis of the documentation (contractors' invoices etc.) and the amounts spent, separating out those costs which she said were part and parcel of the 'electrical works', together with those which related to the installation of new homes, from those which were directly for the benefit of the site and its occupiers.

Miss Howden's calculation was that the vast majority of the total £495,757.15 expenditure was on electrical works (either directly or indirectly, in making good the roads afterwards, for example). These works were essential and did not qualify as

‘improvements’. It was pointed out that in the 2024 Tribunal decision it was said as follows: -

Para 94

‘The Tribunal finds that the Applicant allowed the electrics to fall into a poor condition - and that was the essential position at the review dates- before attending to them. ‘

Of the remaining expenditure, Miss Howden calculated that approximately £6,000 was spent on the siting and installation of new homes (i.e. expenditure for the owner’s own benefit). Only just over £6,000 in the period from February 2023 to January 2024, and £8,500 in the period from February to December 2024, was spent on general maintenance.

In conclusion Miss Howden reiterated that she felt that the site was generally in a poor condition and poorly maintained.

xii) Other/general

Trees: some residents said that branches were not properly trimmed back where they should have been.

Boundary Fencing of pitches: in places it was said that fencing had been arbitrarily cut off or taken down in order to facilitate the installation of new mobile homes.

[Note: The Tribunal was told that one of the residents was in dispute with the site owner about faults in the structure of his mobile home, but this is apparently in the hands of solicitors and is outside the jurisdiction of the Tribunal.]

xiii) Respondents’ overall impression:

It was said that *‘standards had been dropping since the last Tribunal’*, and Mr. Robson described the site as being like ‘Paradise’ before Mr. James Percy took over as a Director of General Estates Company Limited in May 2017. He told the Tribunal that he and the other occupiers cared about the place, and he said that if things improved, they would not need to dispute the pitch fees.

Miss Howden pointed out that the previous Tribunal had said that the *‘deterioration’* at the site *‘...should be remedied’*, but she said that the owner had not done enough since then.

In conclusion she stated that she did not question the increase in line with C.P.I., or the actual amount of the increase: she was contesting the legality of the second rise in pitch fees during 2024 which (it was submitted) was a breach of contract.

APPLICANT’S CASE

27. The Applicant’s case was set out in a series of statements filed in answer to the Respondents’ objections and submissions, together with oral evidence given at the hearing. Other documents, photographs, invoices, receipts, forms and items of correspondence were included in the bundle.

28. Mr. Percy also gave oral evidence and made submissions at the hearing.

29. In terms of matters to be taken into consideration by the Tribunal, Mr. Percy denied that the condition of the site had deteriorated, and submitted that his company had incurred substantial expenditure during recent years in maintaining the park to a good standard.

30. Under the same headings as the matters highlighted by the respondents as above, Mr. Percy's case was as follows.

31. Contract

Firstly, as to the question of whether the 'Budget letter' of February 2024 constituted a binding contract, and whether he should have given warning of a potential pitch fee increase later that year, Mr. Percy submitted that there was no contract to maintain pitch fee levels until January 2025. He referred to the Written Statements held by the occupiers, which contained provisions for annual review of pitch fees, and to the Notes attached to each year's Notice of Review. He submitted that:

'The Applicant is not obligated to tell the Respondent that they plan to increase the pitch fee in a forthcoming year. The Act allows the Applicant to make an annual proposal. The Applicant has complied with the requirement to give at least 28 days' notice. There is no obligation to give additional notice.'

32. Improvements - Electricity supply

i) As to whether there had been any improvements which the Tribunal ought to take into account, Mr. Percy told the Tribunal that his company had spent money on an upgrade to the electricity supply, which was carried out during the period from July 2022 to September 2023. He expressed the view that the new system was significantly better than the old one, with higher amperes and underground wiring rather than above-ground.

ii) In the 'Review' Section (Section 4 on the Tribunal application forms), under the heading: '*Changes since last review*' Mr. Percy has ticked the box 'Yes' in answer to the question:

*'Has the site owner since the last review date spent money on **improvements**: ...which are for the benefit of the occupiers of park homes on the site...'*

iii) However, he answered 'No' to the following two questions:

Whether these 'improvements' were the subject of consultation with the occupiers and any qualifying residents' association, and

Whether these were improvements '*... to which a majority of the occupiers did not disagree in writing or which, in the case of such disagreement, the tribunal, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee.*'

33. In respect of the alleged deterioration, decrease in amenity, or reduction and deterioration of services at the site, Mr. Percy's evidence as to each item in the list was as follows: -

i) Roads, Pathways and car-parking areas.

In his witness statement(s) Mr. Percy says as follows: -

'The Applicant denies that the roads are not maintained. The Applicant undertakes repairs to the roads as part of their maintenance schedule. In the last three years, the Applicant has spent £118,000 resurfacing parts of the road surface around the park.' It was conceded that some of the road repairs were necessitated by the laying of underground electricity cables.

Mr. Percy stated that the footpath/cut-through next to Pitch 18 had been repaired since the unfortunate fall of Mrs. McCann in 2023, with greater areas of gravel and better lighting.

As to problems with the car-parks: he was not aware of a major issue with 'outsiders' parking their cars on the site, and any abandoned vehicles had been removed.

ii) Weeds, white kerb-stones, mud and gravel on road.

Mr. Percy stated that the weed-killing was done every 6 – 8 weeks at the appropriate time of year. In the Autumn, fallen leaves were cleared.

As to the white painted kerbs, it was agreed that Mr. Percy had taken over the running of the site in about 2017, and he said that as far as he was aware the kerbs had not been re-painted since then.

Mr. Percy told the Tribunal that the warden Colin Marshall was 'meticulous' about keeping the roads clean, and they were washed with a pressure washer when necessary in order to clear debris. He personally visited the site often – at least once a fortnight – and he and his staff kept an eye out for ice and unsafe surfaces. There were 3 salt/grit bins placed at various points around the site, and if made aware of issues with slippery roads or paths he was always happy to take steps to remedy the problem.

It was also pointed out by the Applicant that many of the complaints about road edges, weeds etc. had already been raised before the previous Tribunal.

iii) Drainage and surface water

Mr. Percy explained that he had taken measures to deal with surface water, by creating some more concrete kerbs (where drains had not been effective) and by digging the new drainage ditch along the edge of the site to take 'run-off' from neighbouring ground.

In respect of the standing water at Miss Phillips' pitch, number 50, he said that it had been caused by poorly-laid concrete slabs, and that New Forest District Council Environmental Health department had come out and visited the site and they did not recommend that any action should be taken.

iv) Communal areas: grass field and copse.

Mr. Percy gave evidence that the grass area was cut when possible, but it had been exceptionally wet for the last year or so. A mower had been purchased for the job, and sub-contractors were brought in to do mowing when necessary. It was said that there had been no change in the condition of this area in the past 12 months.

As for the suggestion that the works in the copse had resulted in a loss of amenity, Mr. Percy stated that the ditch was a valid and necessary measure, to improve drainage and reduce flooding on pitches 107 and 113, and the footpaths in the copse were not badly affected by it.

He also said that, although residents were permitted to walk in the copse and use the field for recreational purposes, both of these facilities were actually outside the 'licensed area' of the site as shown on the map, and therefore the Tribunal had no jurisdiction over them.

v) Empty pitches

Again, it was pointed out by the Applicant that many of the complaints about empty pitches had already been raised before the previous Tribunal.

However, Mr. Percy submitted that several of the empty plots mentioned by the Respondents were now occupied and looking smart, so that there had been no 'deterioration' in this respect – rather, the opposite was true.

vi) Dog fouling and noise nuisance

Mr. Percy stated that his company did respond if issues about dogs were raised. He was aware that there had been several complaints about fouling in the past, and this had been continuing over the past 5 or 6 years. Residents could speak to the warden if they were concerned but he did not consider that there had been any deterioration in this respect.

vii) Signage

Mr. Percy said that signs were cleaned and renewed where necessary as part of the ongoing maintenance. The main sign at the entrance had been taken down after flooding had affected its base, but there were plans to replace it. New white lines and symbols had been painted on the road surfaces after the electrical works.

viii) Failure to reply to correspondence

Mr. Percy denied that he or his staff failed to reply to correspondence: there were two email addresses for the occupiers to use, and he or his staff member Chloe tried to reply to all contacts.

He gave as an example the case where Mr. Robson had emailed him personally about the speed bump, and he duly took action on the matter.

In terms of Mrs. McCann's concern that communications from the owner would only come via email in future, Mr. Percy commented:

'The Applicant recently contacted homeowners enquiring whether they were happy for contact to be made by email. If so, they were invited to provide the Applicant with an email address. For clarity, the Applicant was clear that they would still send letters by post to homeowners who did not, or could not, use email. Homeowners are always free to telephone the park office or even come into the office, which is just over a mile away, if they wish.'

ix) Warden

Mr. Percy's evidence about the warden was as follows: -

'In response to requests from homeowners in April 2023, the Applicant appointed a park warden. The park warden commenced employment in August 2023 and he resides on Drapers Copse. Many residents now report minor issues to him and he is able to deal with these as they arise even if this is outside of normal working hours. The warden also undertakes ground works at other of the Company's properties but spends much of his time on Drapers Copse. If the warden is not available, residents are able to report issues to the office nearby in Hythe by phone, email or in person as they did before.'

In oral evidence at the hearing, Mr. Percy did concede that the warden was often working elsewhere and that he sometimes stayed at other sites when needed.

x) Fire risk assessment

At Page 390 of the bundle Mr. Percy produced the most recent Fire Risk Assessment, which was valid from 2024 to 2026. He said that the fire precautions were always kept up to date but there were too many pages for the assessment to be displayed on the notice board and he would remove the old, out-of-date copy.

xi) Expenditure - General Maintenance

As to the allegation that the general maintenance and condition of the site had gone downhill, Mr. Percy said as follows: -

'The Applicant denies that there has been a lack of maintenance at the site. Between 1 February 2023 and 31 January 2024, the Applicant has spent £214k on maintenance on the park. The works include an entirely new electrical system for the park including putting cables underground, new lighting, repairs to the roads, improving the area around the garages to the east of the park and various tree works. In total between 1 February 2022 and 31 December 2024 the Applicant has spent a total of £496k on maintenance of the park and attaches a schedule of the costs incurred by supplier, together with invoices in support.'

At Page 403 of the bundle the Applicant exhibited a document entitled: *'Drapers Copse - Selected Supplier Maintenance Spend 1 February 2022 - 31 December 2024.'*

Mr Percy did not dispute that the majority of the costs on this schedule were incurred in connection with the electrical works, which were for the benefit of all occupiers. He said that he had endeavoured to take out costs associated only with sale and installation of new homes, but there were some overlaps.

Although General Estates had recently acquired more Park Homes sites, Mr. Percy gave evidence that they had increased their staff to deal with the greater workload.

xii) Other – General.

Trees: Mr. Percy contended that his company had employed tree experts (invoices and photographs were exhibited) to do necessary works (e.g. ‘crowning’ of some trees).

He did not accept that there was any failure of maintenance in this respect.

Fencing: as to the complaints about damage to residents’ fencing, Mr. Percy explained that parts of the wooden fence had been taken down or cut off to facilitate installation of new homes, and this was only done with the agreement of the pitch owner(s). The company had undertaken to provide new replacement fencing after the work was completed.

xiii) Overall impression

Mr. Percy submitted that, if anything, the conditions at Drapers Copse had improved: many areas had been tidied up, more pitches were now occupied, the garage area had been gravelled, CCTV systems had been installed in 2023, and the electrical system was much better.

TRIBUNAL FINDINGS

A. Contract?

34. The Tribunal considered firstly whether there was any contract between the parties to the effect that the pitch fee would remain static from April 2024 to January 2025, as suggested by the Respondents.

35. In terms of chronology, prior to the recent Tribunal determination in June 2024, the last time that the pitch fees were actually fixed was in January 2022. (Mr. Robson’s monthly fee, for example, was £168.78 with effect from that date).

36. When the January 2023 Review was delayed for nearly 18 months by the Tribunal proceedings, the occupiers continued paying the same monthly fee for the whole of the next year (from January 2023 to January 2024) and for the next few months up until the Tribunal decision in June 2024. Thus, for a period of 2 years and 5 months, (January 2022 – June 2024) the occupiers were paying at the same rate. Only following the Tribunal determination was there an increase - back-dated to the beginning of 2023.

37. On the 28th February 2024 the ‘Budget letter’ (which is relied upon by the Respondents) merely confirmed the existing pitch fee amount (unchanged) and gave details of water and electricity charges which were to run from April that year (2024) to January 2025. It did not constitute a formal offer or a binding agreement of any kind.

38. All parties were well aware, at the time of that letter, that the Tribunal had not yet made a determination in respect of the pitch fees for the year commencing January

2023, and therefore there was an inevitable delay to the next review which should have taken place at the beginning of 2024.

39. Although it has been argued by the Respondents that the ‘Budget letter’ (as above) had: -

‘...no caveat stating that the monthly payments could be increased depending on the result of the Tribunal, or that a late fee pitch fee increase could be applied for...’ (as per Miss Howden’s submissions at Page 319 of the bundle), the position was clear because ‘late’ reviews are expressly provided for in Paragraph 17 (6) of Schedule 1 Part 1, Chapter 2 of the Act, and the provisions of the Act are quoted in detail in the ‘Notes’ attached to every pitch fee increase Notice which was sent to the Respondents.

40. It was therefore reasonable to expect that an annual pitch fee increase of some kind was likely in 2024, and the Respondent occupiers had had the benefit of 7 months at the old, 2023 rate before General Estates proposed to increase it for the remaining 4 months of the year, i.e. with effect from September 2024.

41. There were not, in fact, ‘two increases in one year’: there was one increase for 2023 and one for 2024.

42. The only legally binding contract in this case is the written ‘Statement’ or agreement between the parties, which confers on the residents the right to station a mobile home on their particular pitch. This document provides for annual review of the pitch fees, and details the required procedure and the rights and obligations of both sides. The terms of the agreement set out the procedure for either agreeing an increase or referring it to the Tribunal – in which latter case the fee *could* be increased *‘without (the occupier’s) consent’*.

43. The ‘Just answers’ online solicitor’s advice does not apply to the facts in this case. The so-called ‘Budget letter’ clearly was not intended to be legally binding (in the sense of a supposed agreement that there could be no possible increase in the pitch fee during that period) because both parties knew that the Tribunal could order an increase, and both parties were content to abide by the Tribunal’s decision when it was announced.

Finding: The Tribunal found that there was no contract between the parties as alleged by the Respondents.

B. Improvements since the last review date?

44. Having determined that there was no contract between the parties to restrict an increase in pitch fees for 2024, the Tribunal proceeded to consider whether there were any qualifying improvements (under Paragraph 18 of Schedule 1 of the Act as above) which should be taken into account when determining the amount payable.

45. Under Paragraph 18(1)(a) of Schedule 1 Part 1 Chapter 2 of the Act, when determining the amount of the new pitch fee *‘...particular regard shall be had’* to: -

*“any sums expended by the owner since the last review date on **improvements...**”*
(if those improvements satisfy certain criteria, as per the Act.)

46. In respect of the alleged ‘improvements’ to the electrical system, the Tribunal found that the works were not an ‘improvement’ for the purpose of pitch fee considerations. Although the net effect was that the site was now better lit, smarter, and had a more efficient electrical system than before, the installation represented a necessary update rather than an improvement. As stated above, the previous Tribunal had found (at Paragraph 94 of the Decision) that: - *‘...the Applicant allowed the electrics to fall into a poor condition...before attending to them.’*

47. Even if the electrical works were an ‘improvement’, they had been completed in September 2023, and the change in condition had already been taken into account at the previous review as referred to in the Decision, Paragraph 25: -

‘New meters and new lighting to the Park could be seen. Those look smart and modern’. The introduction of the warden had also taken place in 2023.

In terms of whether either of these could be regarded as ‘improvements’ under Paragraph 18 of the Schedule of the Act as above: the full consultation process had not been followed in order for them to be taken into account when determining the amount of any new pitch fee.

Finding: The Tribunal found that there were no qualifying improvements to be taken into consideration.

C. Should there be any change in the pitch fees at all?

48. Having determined that there were no qualifying ‘improvements’ during the relevant period, the Tribunal went on to consider whether there should be any change to the pitch fee at all.

49. Given that: -

i) the occupiers had had their pitch fees effectively ‘frozen’ for 20 months, and they had been paying the same amounts from February 2023 to July 2024, and

ii) the Consumer Prices Index had increased by 4.6% during the relevant period, and the costs associated with running the site had also increased:

Finding: the Tribunal determined pursuant to paragraph 16(b) of the Act that it was reasonable for the pitch fees to be increased.

D. Was there any Deterioration which had not previously been taken into account?

50. The Tribunal then proceeded to consider whether the Respondents had satisfied them that any of the Paragraph 18 factors (deterioration etc.), or any other issues raised by the Respondent were of sufficient weight to dislodge the statutory presumption of an increase in line with the rise in the C.P.I.

51. It was noted that although the Tribunal must ‘*have particular regard to*’ paragraph 18 factors, these may or may not be sufficient to render it unreasonable for the presumption to apply. That requires the Tribunal to consider the significance of any factors raised by the Respondents, and to apply its judgment and expertise to those matters.

52. In respect of deterioration in the condition of the site, or loss of amenity, the Tribunal compared their own observations in February 2025 to those made by the previous Tribunal in March 2024, and considered whether, at the date of proposed ‘late’ pitch fee increase (i.e. September 2024) the position would have been similar.

53. The following matters were raised under the same headings as above:-

i) Roads, Pathways and parking areas.

Roads and Parking areas: The evidence was that the particularly unsafe or uneven grille over one of the drains *had* been screwed down after September 2024. All other drainage grilles apart from one 6” section were seen to be in a satisfactory condition. Although there were some small areas of cracking and degradation of the tarmac, the Tribunal found on inspection that the the roads on the site were generally as good or better than on many public main roads. The parking areas were also in reasonable condition.

The previous Tribunal had found (Paragraph 22 of the Decision) that -

‘There were cracked and broken areas of road and accumulated mud. The condition of the roads was poor. The parking area to the high point of the Park was notably muddy.’

Finding (roads and parking areas): There was no deterioration to the roads and parking areas which had not been previously taken into account. In some respects these areas were better than they had been in March 2024.

Pathway: Upon inspection the Tribunal found (as above) that some works had been done to the pathway in question. At Paragraph 24 of the previous Tribunal Decision it was said that:-

‘There was a path linking two of the roads climbing up the Park and running just downhill of pitches 18 and 48. That had no lighting. There was an area of missing concrete by the path and other mossy slippery areas.’

At Paragraph 102 it was said that: -

‘...the Tribunal found that the path was in a hazardous condition at the review date...’

Finding (Pathway): The poor condition of the footpath had been taken into account by the previous Tribunal. There was no further deterioration: in some respects the path had been improved since March 2024.

ii) Weeds and white kerbstones), mud & gravel on road, alien cars etc

The previous Tribunal considered the complaints of weeds and moss on the roadsides, and noted at Paragraph 22 of the Decision that: -

'The sides of the roads were marked by moss and weeds in many places.'

The effects of major electrical works and the consequent deterioration in the condition of the site (including debris on the roads) was taken into account by the previous Tribunal.

Findings:-

Weeds and debris – the Tribunal found no evidence that the situation had deteriorated further since the last review.

White kerbs – the uncontested evidence was that the kerbs had not been repainted for several years. The Tribunal found no evidence that the situation had deteriorated further since the last review.

iii) Drainage and surface water.

Issues with drainage at the site had clearly been causing difficulties for some time. The previous Tribunal referred to this problem in Paragraph 106 of the Decision: -

'In addition, various Respondents complained of inadequate drainage. Mr Percy also said in oral evidence that he accepted the uncertain merit in the grids at the wrong side of the road cambers. He said that the water runs down, into drainage and to a ditch in the recreation area. The Respondents' photographs showing areas of standing water did not suggest the arrangement to be entirely effective. However, they did not state that the situation had worsened over time and the Tribunal could not identify ... any deterioration..., so that particular part of the allegations was not made out.'

The current Tribunal did not accept that the flooding at Ms. Phillips' address was due to poor laying of some slabs: it was apparent that the original system of drainage at the site was not entirely effective - as is the case with many such parks. Unfortunately, as the drainage problems had already been taken into account at previous reviews, and as the owner had taken some steps in an effort to improve things, the poor drainage could not be regarded as a 'deterioration' within the meaning of the Act.

Pitch fees as agreed from the outset of the occupation could have reflected the efficiency (or inefficiency) of the various systems and services at the site, but the pitch fee reviews must look at actual changes in the situation rather than ongoing problems. The Tribunal has no jurisdiction over the reasonableness of the original pitch fees.

Finding: The drainage systems for dealing with rainwater at Drapers Copse are not good, but this is a long-term problem rather than a deterioration since the last review. Accordingly the lack of adequate drainage cannot be taken as a reason to disrupt the statutory presumption of a pitch fee increase in line with the increase in C.P.I.

iv) Communal areas: grass field and copse.

The previous Tribunal dealt with these issues: in Paragraph 101 of the Decision it was said that: -

'There was ...mention by Respondents of lack of maintenance of grassed areas and of weeds...'
'...the Tribunal found on balance that the evidence of inadequate maintenance (in this respect) was sufficient to find the assertion to be correct.'

Finding: The neglect of the grass area had already been taken into account previously, and therefore it could not be seen as a relevant 'deterioration'. The Copse was not previously mentioned, but the evidence was that it was outside the licensed area and therefore the Tribunal had no jurisdiction to make a finding in respect of its condition.

v) Empty pitches

The previous Tribunal referred to the neglected pitches at Paragraph 23 of the Decision:

'There were cleared pitches generally in unattractive condition. By way of specific and more notable examples, Pitch 105 was quite flooded and Pitch 96 had an old, worn and unoccupied home upon it. Some unoccupied pitches were somewhat worse than others.'

Upon inspection in February 2025 it was found that many of the previously-unoccupied pitches (including numbers 103 and 105) have now been tidied up and/or have had mobile homes installed upon them. The overall condition of the few remaining empty pitches was satisfactory.

Finding: No deterioration was found overall.

vi) Dogs

Finding: Mr. Robson conceded that this was an ongoing problem, and that he had not reported it to the owner. No particular deterioration was found since the last review.

vii) Signage

Finding: Mr. Robson conceded that this was an ongoing problem. No particular deterioration was found since the last review.

viii) Failure to reply to correspondence.

Finding: There was insufficient evidence to make a finding that the service in this respect had deteriorated.

ix) Warden

The introduction of the warden represented a possible improvement at the site, but the Tribunal was not satisfied that any benefit was sufficient to affect the level of pitch fee increase.

x) Fire Risk Assessment

The up-to-date assessment was produced in evidence. There was no failure by the owner in this respect.

xi) Expenditure breakdown

The Tribunal accepted Miss Howden's evidence that only a small proportion of the expenditure had been for general maintenance of the site for the benefit of the occupiers. However, whilst there were some parts of the site which could have been better maintained, there was no material 'deterioration' since the last review.

OVERALL FINDINGS AND CONCLUSION

54. The Tribunal had regard to the previous Decision of June 2024, in which it was said that:

(Paragraph 29) - *'In general, most of the Park was seen to be in a reasonable condition, although there remained elements of concern and matters which detracted markedly.'*

(Paragraph 109) - *'Given the concerns which remained in March 2024 and given the matters attended to between early 2023 and then, the Tribunal found that the Park was not in a good condition as at the review date.'*

55. As a result of their observations and their conclusion that there had been material 'deterioration' in the site since the last review date, the previous Tribunal found good reason to depart from the presumption of a pitch fee increase in line with the rise in Retail Prices Index (the CPI provision had yet to be introduced) and they determined that the pitch fees should be increased by a lower percentage.

56. In contrast the current Tribunal found that there had been no material decrease in amenity, deterioration in condition or reduction in the services at Drapers Copse since the last review date.

Interestingly, it was noted that several of the Respondents referred to an 'ongoing' lack of maintenance and complained of a lack of 'improvement' since the previous Tribunal determination, rather than any actual 'deterioration'.

57. In the absence of any material 'deterioration', and as no other 'weighty' factors were put forward by the Respondents, the Tribunal found that there was insufficient evidence to displace the statutory presumption.

58. Accordingly, the Tribunal determined that the pitch fees in this case should increase by 4.6% with effect from 1st September 2024, as set out in the table above.

COSTS AND FEES

59. The Applicant has asked for the costs of these applications to be reimbursed if they are successful in obtaining the pitch fee increase as proposed.

60. No objection was received from the Respondents, therefore in each case the Respondent is directed to pay the £20 fee to the Applicant.

Right to Appeal

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application 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. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.
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.