FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/00HE/PHI/2024/0418
Property	**:**	20 Little Trelower Park, Trelowth, St Austell, Cornwall, PL26 7DU
Applicant	**:**	Wyldecrest Parks (West) Ltd
Representative	**:**	David Sunderland
Respondent	**:**	Brian and Sally Smith
Representative	**:**	Brian Smith
Type of Application	**:**	Application for determination of pitch fee under Mobile Homes Act 1983 (as amended)
Tribunal Member(s)	**:**	Judge R Cooper Mr P Smith FRICS Ms T Wong
Date and venue of hearing	**:**	24 April 2025 Video hearing by CVP from Havant
Date of Decision	**:**	23 May 2025

DECISION

Summary decision

The Tribunal determines that the Pitch Fee for 20 Little Trelower Park, Trelowth, St Austell, Cornwall, PL26 7DU is to increase from £209.86 per month to £213.43 per month from 1/05/2024.

The application fee is not payable by the Respondents.

(References in this decision to page numbers in the appeal bundle appear as '[ ]')

Background to the application

1. On 30 July 2024 the Tribunal received an application from Wyldecrest Parks (West) Limited ('the Applicant') for a determination of a new pitch fee for 20 Little Trelower Park, Trelowth, St Austell, Cornwall, PL26 7DU ('the Property') under paragraph 16(b) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983.

2. The Applicant seeks an increase of the pitch fee for the Property from £209.86 to £217 from 1 May 2024 in line with the CPI figure of 3.4% published in February 2024.

3. Directions were issued to the Applicant on 6 August 2024 to serve a copy of their application on the Respondents. On 6 August 2024 the Applicant made an application for the directions to be served by the Tribunal [28]. It is not clear whether a decision was made on that application.

4. No response was received from the Respondents, and in an application dated October 2024, the Applicant applied to bar the Respondent and for the tribunal to determine the pitch fee. That application was refused on 14 January 2025 on the grounds the Tribunal was not satisfied the Respondents had been properly served. Directions were given for service by the Tribunal, and on 27 February 2025, following receipt of a response from the Respondents, further directions were given in preparation for the determination of the application, which have been complied with.

5. Although both parties were content for the matter to be determined on the papers, in view of the Respondents' objections to the pitch fee increase the Tribunal considered it appropriate to have a hearing.

6. No inspection of the Property or Little Trelower Park ('the Park') took place. Neither party requested it, and it was not considered necessary for a fair decision to be made by the Tribunal. The parties had been directed to send photographic evidence if they wished and the Respondent had done so.

7. Both Mr Sunderland (for the Applicant) and Mr Smith (for the Respondents) attended remotely by video. The Tribunal panel sat at the Havant Justice Centre. The Tribunal heard evidence and submissions by video from Mr Sunderland and Mr Smith. There were no technical difficulties during the hearing. The hearing was recorded, and that stands as the record of proceedings.

The Documents

8. The Tribunal considered the documents in the bundle comprising 123

pages of PDF documents. Mr Sunderland and Mr Smith both confirmed no other documents had been supplied.

The law

9. The relevant legal provisions governing the review of pitch fees are contained in paragraphs 16 to 20 and 25A of Chapter 2 to Schedule 1 to the Mobile Homes Act 1983 ('the 1983 Act') and the Mobile Homes (Pitch Review) (Prescribed Form) (England) Regulations 2013. In this decision all references to 'paragraphs' are the relevant paragraphs of Chapter 2 to Schedule 1 of the 1983 Act. Copies of the relevant provisions are set out in full in the Appendix to this decision.

10. In summary, the 1983 Act states that a pitch fee can only be changed in accordance with paragraph 17 either by agreement with the occupier, or if the Tribunal considers it reasonable to change the pitch fee and makes an order determining the amount of the new pitch fee (Paragraph 16).

11. The pitch fee can only be reviewed annually, and Paragraph 17 sets out detailed rules for the review. This includes time limits for service of a new pitch fee notice and any application to the Tribunal, a requirement for prescribed information to be served with the pitch fee notice, and rules regarding the timing of the new pitch fee becoming payable by the occupier either if they agree to it or if an Order is made by the Tribunal.

12. Paragraph 20(1) sets out a presumption that the pitch fee will increase or decrease by a percentage which is no more than the percentage change in the CPI unless it would be unreasonable having regard to the matters set out in paragraph 18(1).

13. Paragraph 18(1) sets out the factors to which '*particular regard*' must be had when determining the amount of the new pitch fee. In summary, these include sums spent on improvements to the site about which the occupiers had been consulted and a majority had agreed (paragraph 18(1)(a)), any deterioration in the condition or decrease in the amenity of the site (or any adjoining land which is occupied or controlled by the owner) (paragraph 18(1)(aa)) and any reduction in the services (or quality of services) that the owner supplies to the site, pitch or mobile home (paragraph 18(1)(ab)).

14. We also considered the principles established by relevant authorities, including those relied on by Mr Sunderland which are summarised as follows.

15. As was made clear in Britanniacrest v Bamburgh [2016] UKUT 0144 (LC) [at 31] *'an increase or decrease by reference to the RPI is only a presumption; it is neither an entitlement nor a maximum and in some cases will only be the starting point of the determination'*.

16. The Upper Tribunal Deputy President Martin Rodger KC in Wyldecrest Parks Management Limited v Kenyon and others [2017] UKUT 28 (LC)

having carried out a review of decisions regarding terms implied by the 1983 Act, summarised the principles as follows (at paragraph 47):

'(1) The direction in paragraph 16(b) that in the absence of agreement the pitch fee may be changed only "if the appropriate judicial body … considers it reasonable" for there to be a change is more than just a pre-condition; it imports a standard of reasonableness, to be applied in the context of the other statutory provisions, which should guide the tribunal when it is asked to determine the amount of a new pitch fee.

(2) In every case "particular regard" must be had to the factors in paragraph 18(1), but these are not the only factors which may influence the amount by which it is reasonable for a pitch fee to change.

(3) No weight may be given in any case to the factors identified in paragraphs 18(1A) and 19.

(4) With those mandatory considerations well in mind the starting point is then the presumption in paragraph 20(A1) of an annual increase or reduction by no more than the change in RPI. This is a strong presumption, but it is neither an entitlement nor a maximum.

(5) The effect of the presumption is that an increase (or decrease) "no more than" the change in RPI will be justified, unless one of the factors mentioned in paragraph 18(1) makes that limit unreasonable, in which case the presumption will not apply.

(6) Even if none of the factors in paragraph 18(1) applies, some other important factor may nevertheless rebut the presumption and make it reasonable that a pitch fee should increase by a greater amount than the change in RPI."

17. In Vyse v Wyldecrest Parks Management Ltd [2017] UKUT 24 (LC), HH Judge Robinson confirmed it was not open to the tribunal to determine what was a reasonable a pitch fee in all the circumstances. Reasonableness must be determined in the context of the statutory provisions (at [47]). When considering a change in pitch fee the tribunal is not bound to apply the RPI because the presumption does not apply 'if it would be unreasonable having regard to paragraph 18(1)' by virtue of paragraph 20(1A) (at [43]). Factors that may be taken into consideration are not limited to those set out in paragraph 18(1), other matter may be considered (at [45]). However, to displace the presumption the 'other matter' must be of considerable weight (at [50]).

Discussion and conclusions

18. In reaching our decision we considered the totality of the evidence, even if a document or part of the evidence is not expressly mentioned.

The issues in dispute between the parties regarding the new pitch fee

19. For the Applicant, Mr Sunderland submits the statutory presumption for an increase by the CPI figure should apply, as none of the objections raised by the Respondents is capable of amounting to a relevant matter falling within either paragraph 18(1)(aa) or 18(1)(ab) they are merely expressions of dissatisfaction.

20. In addition to the statement of case, he relied on the matters set out in his reply to the Respondents' statement [63] to [65], a report from Cornwall Council following a site inspection on 21 February 2024 and previous decisions of the First-tier Tribunal made on 12 September 2022 in respect of a pitch fee review for another pitch on the site (CHI/00HE/PHI/2022/0065) [90] and on 25 July 2022 in respect of a s4 application under the 1983 Act in respect of charges for sewerage (CHI/00HE/PHC/2022/0003) [95]. In his oral submissions. Mr Sunderland referred the Tribunal to the Upper Tribunal authorities of Vyse v Wyldecrest Parks Management Ltd and Wyldecrest Parks (Management) Ltd v Kenyon and others (Occupiers of Barlington Hall Park) but failed to provide copies to the Tribunal or Mr Smith.

21. The Respondents rely on two statements from Mr Smith, photographs of the site and a statement purporting to be from Ms Wilson the occupier of number 19. In summary, he says there should be no increase in the pitch fee and residents should be refunded fees paid since the last increase because:
    - there is a lack of maintenance on the site as with other sites owned by the Appliant,
    - pot-holes in the roads on site were not repaired, were dangerous and the occupiers had had to fill them in themselves,
    - bushes/hedges to the rear of 19 to 22 Little Trelower Park were no longer being cut back and residents were unable to do so,
    - electricity meter boxes were not maintained and there was no current electrical safety certificate for the site,
    - sewerage continues to be an ongoing issue on site, tanks were being emptied every 4 to 5 days, the tank outside number 19 was continually over filling and backing up into the house, costs had increased substantially and were far higher than a sister site two miles away,
    - residents did not want to speak out and 'upset the applecart'.

Is it reasonable for the pitch fee to be changed?

22. Because the Respondents had not agreed to the increase, the first consideration for the Tribunal is whether it is reasonable for the pitch fees for the Park to be changed (paragraph 16(b)). The Tribunal was satisfied that it was reasonable for the pitch fees to be changed. The Tribunal accepts in general terms that costs for the Applicant will have increased in the intervening year.

23. Having reached that conclusion, the Tribunal, therefore, is required to reach a determination of the new pitch fee from the effective date (i.e. 1 May 2024), and in doing so we reminded ourselves we

    (a) must have particular regard to the factors set out in paragraph 18(1),

    (b) must not take into account any costs incurred by the owner listed in paragraph 19, and

    (c) must apply the presumption in paragraph 20(A1) that there should be an increase or decrease no greater than the increase in CPI since the last review date unless to do so would be unreasonable having regard to the matters in paragraph 18(1) or any other weighty factor.

The Applicant's pitch fee review process

24. Little Trelower Park is a protected site within the meaning of the Mobile Homes Act 1983 (as amended) (the 1983 Act). On 15 August 2018, Cornwall Council granted a site licence for the Park to Wyldecrest Parks (West) Ltd under s3 of the Caravan Sites and Control of Development Act 1960 subject to conditions [34].

25. Mr and Mrs Smith's right to station their mobile home on pitch 20 of the Park is said by the Applicant to be governed by the terms of a Written Agreement under the provisions of the 1983 Act dated 18 September 1997 [40]. It is said that the pitch was assigned to them on 8 March 2022 although no copy of that assignment was produced in support of the application.

26. The review date provided for in the written agreement is given as 1st May each year.

27. Although in its application the Applicant states the Pitch Fee Review Notice was served on 22 March 2023 [5], the copy produced is dated 20 March 2024 [51] which it is said to have been sent to the Respondents by first class post. The Tribunal accepted Mr Sunderland's evidence that the date in the application and the date of the application itself (30 July 2023) were both more likely than not typographical errors, given that the application was received by the Tribunal on 30 July 2024.

28. The notice provides for an increase from the existing pitch fee of £209.86 to a proposed fee of £217 to take effect from 1 May 2024. The accompanying form [52] is a Pitch Fee Review Form which the Tribunal is satisfied is in the form prescribed by paragraph 25A and complies with Schedule 1 of the Mobile Homes (Pitch Review) (Prescribed Form) (England) Regulations 2023.

29. The Review Form explains that the increase to £217 is based on an increase in line with the CPI figure published for February 2024 of 3.4% and would take effect on 1 May 2024 [52].

30. Although no evidence of service has been provided, the date is not disputed by the Respondents, and the Tribunal finds the pitch fee review notice was served on 22 March 2024, which is more than 28 days before the proposed increase would take effect on 1 May 2024.

31. The Applicant's application for determination of the pitch fee by the Tribunal was received by HM Courts and tribunals Service on 30 July 2024, and was, therefore, made in accordance with paragraph 17(5), i.e. no later than three months after the review date.

32. No challenge to the procedure was raised by the Respondents, and having regard to the matters set out above, the Tribunal is satisfied that the Applicant had complied with the procedural requirements of paragraph 17.

The CPI figure

33. The Respondents do not dispute the CPI figure of 3.4% used by the Applicant for February 2024, and the Applicant has produced evidence showing the 20 March 2024 was the release date for the February 2024 figure of 3.4% [87]

34. The Tribunal is satisfied that the February 2024 figure was, therefore, the 'latest index' before the Pitch Fee Review notice was served on 22 March 2022 and was, therefore, compliant with paragraph 20(A2).

Paragraph 18(1) considerations

35. Whilst not stated expressly in these terms, the Tribunal has treated the Respondents' objections to the pitch fee increase (as set out in paragraph 25 above) as submissions under paragraph 18(1)(aa) namely that there had been a deterioration in condition or decrease in the amenity of the site (or adjoining land owned or controlled by of the Applicant) which had not previously been taken into account, or paragraph 18(1)(ab) namely a reduction (or decrease in quality) of services provided by the owner which had not previously been taken into account.

36. Mr Smith in objecting to the application said there was *'a total lack of maintenance on site'* [60], but in his oral evidence confirmed that a 'husband and wife team' occasionally attended and that someone from Wyldecrest had attended to take photographs of the sewerage tanks.

37. Mr Sunderland, in reply says the site is regularly maintained as noted by the Tribunal in 2022 who ordered an increase in line with the RPI [90] and the Council's inspection reports. He says Wyldecrest have a maintenance team for Devon and Cornwall [63]. In response to the Tribunal's questions Mr Sunderland confirmed there was no regular cycle of maintenance for the Park, but said matters were attended to as and when they arose.

38. A determination by a previous Tribunal in 2022 carries no weight in our consideration of the circumstances some two and a half years later. Each tribunal is independent and makes its determination on the basis of the evidence before it.

39. In general terms, the Tribunal accepts that although it may be good practice, there is no requirement for a set cycle of maintenance. It is for the site owner to determine what is required in order to comply with the implied terms in paragraph 22 of Schedule 1 to the 1983 Act, in particular:

    - to repair the base on which mobile homes are stationed, maintaining gas, electricity, water, sewerage and other services supplied by the owner to the pitch/mobile home (paragraph 22(c)), and

    - to maintain in a clean and tidy condition the parts of the site which are not the responsibility of the occupier, including access ways, site boundary fences and trees (paragraph 22(d)).

40. When looking at the totality of the evidence before us, the Tribunal did find there was some evidence demonstrating that maintenance issues were being neglected by the Applicant on this site as set out below.

41. Mr Smith in his evidence makes reference to the position on other sites owned by the Applicant. However, the Tribunal gave these matters no consideration. The task for the Tribunal was to consider the position on this particular protected site, make findings and to determine whether there were paragraph 18(1) considerations or any other weighty issue that might rebut the statutory presumption regarding the new pitch fee.

42. In relation to the specific allegations made by the Respondents, the Tribunal reached its conclusions for the following reasons. As regards the allegation of potholes and poor maintenance of the access roads, there was limited evidence supporting the Respondents' allegations. Mr Smith confirmed the photographs at [80] and [81] were taken on 14 March 2025, and that the pothole shown at [80] was not in existence in 2024. There were no other photographs of the access roads on site, nor copies of emails to Wyldecrest or other supporting information showing that regular complaints were being made that were going unanswered as alleged.

43. Mr Sunderland admitted the roads on site were worn, but he said they were in no worse conditions than other public roads. Although the Applicant had not undertaken resurfacing works since owning the site, he said repairs were carried out when required if they were notified. He relied on the Council's inspection report of 21 February 2024. The Tribunal accepts that no issue was raised in that report regarding the condition of the roads.

44. On balance, the Tribunal found the evidence did not demonstrate a breach of the implied terms on the part of the Applicant in relation to the condition of the roads. Nor was it sufficient to support a finding of a deterioration or decrease in amenity under paragraph 18(1)(aa).

45. In relation to the overgrowth of bushes behind 19, 20, 21 and 22 which could be seen on the photographs at [72] to [75], the Tribunal was satisfied the bushes in question were growing on the strip of land between the boundary and the A390. Mr Sunderland confirmed the land between the main road and the boundary fence of the Park was not owned by the Applicant. Mr Smith said that in response to enquiries they had made, the Council denied owning the land. No office copy entries had been produced from HM Land Registry demonstrating the Applicant owned that land. On balance, the Tribunal found that the Respondents had not demonstrated that the Applicant was obliged under the implied terms to maintain, prune and keep these areas tidy as they were outside the boundary of the Park and the Applicant did not own or occupy the land.

46. Whilst the previous owner may well have pruned back vegetation to avoid damage being caused to the boundary fence, the Tribunal was not satisfied that a failure to cut back this vegetation was either a breach of the implied terms on the part of the Applicant or could be the basis of a finding of a deterioration or decrease in amenity under paragraph 18(1)(aa).

47. Mr Sunderland said it was term of the written agreement that the occupiers maintain the fences, and it is indeed the case that the written agreement dated 18 September 1997 contains an express term that the occupier must *'keep the pitch and all fences sheds outbuildings and gardens thereon in a neat and tidy condition'* [46] (emphasis added). However, it is also a condition of the Council's licence that the boundary of the site is clearly demarcated from adjoining land, indicating that it would be an obligation of the park owner to maintain the boundary fence. No clear evidence has been produced showing either whether the fence affected by the growth of bushes is sited on the individual pitch assigned to Mr and Mrs Smith, or that the fence itself is in a state of disrepair, and the tribunal, therefore, makes no findings in this regard. The Tribunal was not satisfied on the evidence either a breach of the implied terms on the part of the Applicant, nor a finding of a deterioration or decrease in amenity under paragraph 18(1)(aa).

48. In relation to the electricity installations on site, the Respondents' complaints are that the housing of the meter boxes serving the homes in the centre of the park are rusted, in a state of disrepair and potentially dangerous and that the electrical condition report is out of date. The Tribunal accepts that the meter box does not relate to services provided directly to Mr and Mrs Smith's park home as Mr Smith confirmed they have their own supplier. However, the Tribunal found the state of the meter boxes indicative of neglect of the site by the Applicant.

49. In reaching this conclusion, the Tribunal gave weight to photographs produced by Mr Smith which he confirmed were taken in March 2025 showing badly corroded housing for the electric meters. It also found the electric condition report on display in March 2025 indicates there has been no further electrical installation condition safety inspection since 10 November 2022 [76], and the Council's inspection report of 21 February 2024 which required works to be carried out to the housing of the meter box and for the electrics inside to be declared safe [76].

50. The electrical condition report itself provides no safety information as it is said the park was *'Undergoing Refurbishment'*. Mr Sunderland was unable to explain to the Tribunal what refurbishment works had been undertaken since 2022, simply stating there was *'always refurbishment ongoing'* and a new electrical condition report was not required until the end of 2025.

51. The Tribunal did not accept Mr Sunderland's oral evidence that the meter box had been repaired in response to the Council's inspection report in February 2024, as that is inconsistent with the photographic evidence from March 2025. There is no evidence supporting Mr Sunderland's assertion that the maintenance team had carried out works in response to the Council's report in February 2024, following which he said the Council had re-inspected and were satisfied. Nor did he produce a copy of the Council's latest inspection report which Mr Sunderland said had been undertaken in February 2025 and which raised no concerns. The Tribunal found these matters to be evidence of a degree of neglect to matters on site. However, on its own this would not be a matter sufficiently weighty to rebut the presumption in paragraph 20(1).

52. In relation to the question of the sewerage system in Little Trelower Park, however, the Tribunal did conclude on the basis of the totality of the evidence that the issues raised by the Respondents was evidence of a decrease in condition and/or loss of amenity under paragraph 18(1)(ab) which rendered it unreasonable for the presumption of an increase in line with the CPI to apply.

53. The Tribunal was satisfied that the residents on the park had been raising issues in relation to sewerage issues for several years. This is apparent from the section 4 application made to the Tribunal in 2022 relating to the charges being levied [95]. It is also clear from the Council's inspection report of 21 February 2024 which refers to the complaints being received regarding the septic tanks. The Council's inspection report records the smell of sewerage noted outside number 19 and that the tank was full [76].

54. Although Mr Sunderland submitted at the outset of the hearing that as Ms Wilson was not present and as her statement had not been signed it should be dismissed or given no weight, when looking at the evidence as a whole, the Tribunal decided it was appropriate to give some weight to Ms Wilson's statement as regards the frequency with which the tank outside number 19 was being emptied given its consistency with the

evidence of both Mr Sunderland and Mr Smith. However, it gave no weight to the other matters she raised given they could not be tested.

55. Mr Sunderland relied on the previous Tribunal's decision from 2022 which found the charges and method of charging reasonable. He submitted that by arranging for the emptying of the tanks when full, the Applicant was complying with the implied terms under paragraph 22.

56. When considering the evidence in the round, the Tribunal found that the frequency with which the tanks were needing to be emptied had increased since 2022 when the Tribunal determined the section 4 application brought by 31 of the 56 residents of the Park.

57. Mr Smith and Mr Sunderland's evidence confirmed the tank was being emptied every 4 to 5 days, whereas the evidence referred to in the previous Tribunal (when Mr Sunderland had also represented the Applicant) indicated tank 19 was emptied 38 times and tank 16 33 times in the period under consideration [109]. In other words approximately every 9 or 10 days. The Tribunal found this consistent with Mr Smith's evidence that in the three years of his occupation of the site since 2022 the levy for sewerage costs had increased from £56 per quarter to nearly £200 per quarter. Mr Sunderland confirmed there had been no recent additional park homes added to the site.

58. In answer to the Tribunal's questions about the system itself, Mr Sunderland confirmed that some of the tanks were interlinked and that there was no sewerage treatment tank on site. The system had not been serviced as far as he was aware since the Applicant acquired the site in 2018. The Tribunal found that the increase in frequency of clearance since the 2022 decision suggests this is not simply a storage tank but has a soakaway system attached. In turn, it suggests that a drainage soakaway system exists and would be more than likely to require cleaning. It was put to Mr Sunderland that this maybe required to which he replied, removal and clearance of drainage soakaway pipes would be an improvement. He said an operative attended the site regularly to check whether the tanks were full, and if they were, then he emptied them. Mr Sunderland confirmed the septic tanks were being emptied regularly every 4 or 5 days, which the Tribunal found consistent with Mr Smith's evidence. It was also consistent with the statement in the email said to be from Ms Wilson [86]. On balance the Tribunal felt that the site would be unlikely to have been designed with a sewerage system tank which required clearance every few days and on the evidence as a whole was satisfied the site sewerage system is no longer properly functioning.

59. When looking at this evidence in the round, the Tribunal found the substantial increase in frequency of the emptying of the tanks indicated a deterioration in condition of the sewerage system, which, on balance it considered was more likely than not the result either of a failure to adequately clean and maintain the system or of a failure to keep the soakaway system, if any, in adequate cleanliness or repair thus resulting in the tanks filling more frequently.

60. In addition, the tribunal considered the adverse impact on residents of the smell complained of. It noted the Council inspectors reported on the smell of sewerage outside number 19 at a time when the tank was full [89]. The Tribunal also found it more likely than not residents of the Park would be negatively impacted by smell at the time the tanks were emptied, albeit for a relatively short period. However, the tribunal found the frequency with which the tanks were needing to be emptied which had increased since 2022, the unpleasantness of sewerage smells being present when tanks were full (which was at least weekly) and the attendance by an operative to empty the tanks at least once a week when taken together amounted to a decrease in the amenity of the site that was sufficiently weighty that it was not reasonable for the presumption in paragraph 20(A1) of the increase in line with the CPI to apply.

61. The Tribunal determined that an increase of 1.7% (i.e. 50% of the CPI figure) was reasonable to reflect this loss of amenity.

Decision

62. Accordingly, the Tribunal determines the increase shall be 1.7%. It determines the increase shall be from £209.86 to £213.43 per month from 1 May 2024.

63. If the Respondents have continued to pay the original pitch from the date the Pitch Fee Review Notice was served, then the difference between the original and the reviewed fee is payable within 28 days of this decision being issued.

64. The Applicant's application for the application fee to be paid by the Respondents is refused as the Respondents have been successful in as much as the full increase proposed by the Applicant has not been accepted, the Tribunal concludes it would not be reasonable for the Respondents to reimburse the fee to the Applicant.

Judge R Cooper
Date 23 May 2025

Note: Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office that 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. The application must be sent by email to rpsouthern@justice.gov.uk and should include the case number and address of the property to which it relates.

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.

APPENDIX

The following are relevant excerpts from the legislation referred to in this decision

16.

The 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.

(1) The pitch fee shall be reviewed annually as at the review date.

(2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.

(2A) In the case of a protected site in England, a notice under subparagraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.

(3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.

(4) If the occupier does not agree to the proposed new pitch fee—

(a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body 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 the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and

(c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the [appropriate judicial body][3] order determining the amount of the new pitch fee.

(5) 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, in the case of an application in relation to a protected site in England, no later than three months after the review date.

(6) Sub-paragraphs (7) to (10) apply if the owner—

(a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.

(6A) In the case of a protected site in England, a notice under subparagraph (6)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body 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 the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and

(c) if the appropriate judicial body makes such an order, the new pitch fee shall be payable as from the 28 th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (6)(b) but, in the case of an application in relation to a protected site in England, no later than four months after the date on which the owner serves that notice.

(9A) A tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.

(10) The occupier shall not be treated as being in arrears—

(a) where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the

date of the appropriate judicial body order determining the amount of the new pitch fee.

(11) Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—

(a) a notice under sub-paragraph (2) or (6)(b) was of no effect as a result of sub-paragraph (2A) or (6A), but

(b) the occupier nonetheless paid the owner the pitch fee proposed in the notice.

(12) The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—

(a) the amount which the occupier was required to pay the owner for the period in question, and

(b) the amount which the occupier has paid the owner for that period.

18.—

(1) When determining the amount of the new pitch fee particular regard shall be had to—

(a) any sums expended by the owner since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(iii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the appropriate judicial body, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);

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

(b) ....

(ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and

(c)...

(1A) But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.
(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.
(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

19.
(1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.
(2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.
(3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of—

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).

(4) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with—
(a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc.);
(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

20.—
(A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(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 consumer prices index calculated by reference only 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.

(A2) In sub-paragraph (A1), *"the latest index"* —

(a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;

(b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2).