



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

Case reference	:	HAV/24UN/PHC/2024/0601
Property	:	59 King Edwards Park, Baddesley Road, North Baddesley, Southampton, Hampshire, SO52 9JU
Applicant	:	Mrs Teresa Luckman
Representative	:	None
Respondent	:	Mrs Mecaler Howard (1) Mr Tony Howard (2) Hampshire Mobile Park Home Enterprises Ltd (3)
Representative	:	None
Type of application	:	Application for a determination of any question arising under Section 4 of the Mobile Homes Act 1983
Tribunal members	:	Regional Surveyor J Coupe FRICS Ms T Wong
Date of Hearing and venue	:	13 May 2025 Havant Justice Centre, Elmleigh Road, Havant, PO9 2AL
Date of decision	:	27 May 2025

DECISION

Decision

The Tribunal dismisses the application on the grounds that it lacks jurisdiction in this matter under the Mobile Homes Act 1983 (as amended).

Introduction

1. The Applicant is the occupier of 59 King Edwards Park, Baddesley Road, North Baddesley, Southampton, Hampshire, SO52 9JU (“the pitch”).
2. The first Respondent is party to an agreement with the Applicant pursuant to the Mobile Homes Act 1983, an extract of which accompanied the Applicant’s application to the Tribunal. The first Respondent is also the sole Director of the third Respondent limited company.
3. The Applicant states that the second Respondent is the husband of the first Respondent and served as her primary point of contact in all dealings with the Respondents. It was with him that she agreed upon the additional works to the pitch of her home.
4. None of the Respondents engaged in these proceedings.
5. The Applicant occupies the pitch by virtue of an agreement commencing on 1 August 2021. The full agreement was not provided to the Tribunal.
6. By way of an undated and unsigned application received on 18 October 2024, the Applicant seeks an award of £9,235 in her favour or, in the alternative, an order that the second Respondent carry out the necessary remedial works to the pitch, such works to be completed by suitably qualified contractors.
7. Further to Tribunal Directions dated 12 March 2025, the Tribunal received a signed application form from the Applicant, dated 28 February 2025.
8. On 12 March 2025, the Tribunal issued further Directions requiring the Respondents to confirm the name of the current site owner and send a copy of the Site Licence to both the Tribunal and the Applicant by 28 March 2025. The Respondents did not comply.
9. The Tribunal received a hearing bundle extending to 43 pages comprising PH3 application form; documents titled ‘Evidence supporting application’; a statement of truth from the Applicant and the Applicant’s statement in reply to the Respondent’s case. References in this determination to page numbers in the bundle are indicated as [].
10. These reasons address in summary form the key issues raised by the parties. They 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 had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

The Law

11. The Mobile Homes Act 1983 (“the Act”) provides at section 4:

‘In relation to a protected Site in England [or in Wales], 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,*
- (c) Subject to subsections (2) to (6).’*

12. The legal framework regarding park home sites is set out in the Act as amended. In essence, it says that people who acquire park homes and station them on a pitch in a registered park home site enjoy the protection of an occupation agreement. Chapter 2, Part 1 of Schedule 1 of the Act sets out detailed implied terms for each agreement, which cannot be excluded by the Site owner.

13. The Implied Terms set out in Chapter 2, Part 1 of Schedule 1 of the Act apply to all pitches occupied under the Act whether or not they are written down in the agreement between the parties. Where there is a conflict between an express and implied term in the agreement, it is the implied term that takes precedence.

14. Paragraph 21(d)(ii) of the Implied Terms, under ‘Occupier’s Obligations’, states that the occupier shall maintain:

- (i) The outside of the mobile home, and*
- (ii) The pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home in a clean and tidy condition.*

15. Under ‘Owner’s Obligations’ at paragraph 22(d) of the Implied Terms, the owner shall: *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.*

16. The Applicant was unable to identify any other terms relevant to this application in her Written Statement.

17. The Tribunal’s jurisdiction is limited to determining questions arising under the Act or any agreement that may involve it in interpreting the provisions of the Written Statement. Enforcement of any obligations under the Act or Written Statement falls under the jurisdiction of the County Court. Enforcement of the Site Licence conditions is the responsibility of the local authority.

The Inspection/Hearing

18. The inspection, which preceded the hearing was attended by the Applicant, Mrs Luckman. None of the Respondents were in attendance.

19. At the inspection, the Tribunal observed an access ramp leading to the front door of the home (at the rear of the home) and a raised patio, partially exposed due to the removal of paving slabs. The Tribunal noted that most of the paving slabs at the rear of the home and directly outside the front door were loose and unstable. During the inspection a Tribunal panel member lost her balance due to the uneven and loose surface, only steadying herself against the outside of the home. The supporting wall around the raised patio exhibited vertical cracks from top to bottom in multiple places. Although the Tribunal did not undertake a formal survey, it was clearly evident that the patio and wall were both precarious and hazardous.
20. The application was listed for final hearing on 13 May 2025 at Havant Justice Centre, Havant, PO9 2AL. The Applicant, Mrs Luckman, attended. None of the Respondents attended.
21. The hearing was recorded and such stands as a record of the proceedings.

The Submissions

Applicant

22. The Applicant provided the Tribunal with an extract of her Written Statement, which states under Part 2, 'Particulars of the Agreement' that the Mobile Homes Act 1983 applies. The agreement lists the parties as Teresa Luckman of 59 Kind Edward Park and Mrs Mecaler Howard of 18 Lyngfield Park (the first Respondent). The agreement commenced on 1 August 2021, and the land upon which the Applicant is entitled to station her mobile home is identified as Plot 59 Kind Edward Park. Although the remainder of the agreement was not included in the bundle, the Applicant brought a full copy to the hearing. However, the Tribunal did not consider it, as it was not included within the bundle provided to the Respondents.
23. On 1 August 2021, the Applicant entered into an agreement with the first Respondent to purchase her pitch for £255,000. The purchase price included the installation of either steps or a ramp to provide access to the front door.
24. Due to a disability within her family, Mrs Luckman entered into negotiations with the second Respondent, Mr Howard, regarding the construction of an extended ramp and patio to facilitate easier access to her home. A price of £4,600 was agreed for the additional works and, in September 2021, the ramp, patio and wall were constructed by contractors engaged and supervised by Mr Howard.
25. Mrs Luckman stated that she paid £2,142.55 to the third Respondent, as documented by a receipt she says that she subsequently received. Mrs Luckman explained that the discrepancy in amounts arose because the third Respondent owed her money for rent on a property she had funded while awaiting completion of her pitch.
26. Mrs Luckman stated that she had no concerns about paying the contract sum to the third Respondent, as both Mr and Mrs Howard are affiliated with the third Respondent.

27. Mrs Luckman stated that her agreement with Mr Howard was verbal and that the additional works were not formally documented. However, she confirmed that, if required, she could provide evidence of the £2,142.55 payment, as it was made via BACS transfer from her bank account.
28. On 10 November 2022, Mrs Luckman informed Mr Howard in writing that the patio was showing signs of movement and distortion, and that remedial works were necessary. Although there was some engagement with an employee of the third Respondent, no repairs have been carried out. Over two years later, the condition of the patio and wall has significantly worsened and access to her home has become hazardous.
29. Having lost patience with the Respondents, Mrs Luckman invited an alternative contractor to provide a quotation for the necessary works, which was given in the amount of £9,235. She noted that she had been initially reluctant to take this step, as Mr Howard typically prohibited external contractors from undertaking work on the site.
30. Mrs Luckman seeks the sum of £9,235 from the Respondents to remedy the defective workmanship. Alternatively, she requests an order that the Respondents engage qualified contractors to reinstate the wall, patio and ramp to a satisfactory standard.

Respondents

31. None of the Respondents provided a statement of case.

Determination

32. The Tribunal carefully considered all the submissions and evidence presented both in the bundle and at the hearing. The Tribunal found the site inspection useful in reaching its determination.
33. The Tribunal finds that the Applicant entered into a verbal agreement with the second and third Respondents for the construction of an enlarged patio, ramp and wall. The Tribunal finds no evidence of the quantum of that contract or the amount ultimately paid.
34. The Tribunal finds that the works exhibit signs of defective workmanship. However, the extent of the defects could not be fully determined during the site visit and was not supported by an independent survey report.
35. The Tribunal finds that the second and third Respondents engaged in correspondence and discussions, including proposals, with the Applicant regarding undertaking the proposed repairs. However, as of the date of inspection and hearing, none of the works had been completed.
36. The Tribunal's jurisdiction under section 4 of the Act extends to determining any question arising under the Act of any agreement to which it applies. The Tribunal finds that this matter pertains to a private agreement between the parties for additional work to the ramp, patio and wall and, as such, falls outside the scope of its jurisdiction.

37. The Applicant may wish to seek independent legal advice regarding alternative potential remedies, through other judicial forums.
38. As the Tribunal lacks jurisdiction in this matter, the application is hereby dismissed.

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.