



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

Case Reference	:	MAN/32UC/PHC/2024/0001 MAN/32UC/PHC/2024/0008
Property	:	6A The Paddock, Whitehaven Park, Ingoldmells, Skegness
Applicant	:	The Berkeley Leisure Group Limited
Respondent	:	Martin Willis
Type of Application	:	Application for determination under section 4, Mobile Homes Act 1983
Tribunal	:	Tribunal Judge A M Davies Tribunal Member N Swain, MRICS
Date of Decision	:	3 February 2025

DECISION

- 1.** The Respondent is in breach of the terms on which he occupies 6A The Paddock in the following respects:

The Applicant's Park Rule 3: "Trees and shrubs and other planting must not be permitted to grow to a size or shape to interfere with a neighbour's pitch."

Clause 21(d) of the terms implied into his Written Contract by Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983: "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."

Clause 3(f) of the express terms of his Written Contract with the Applicant: "To keep the pitch and all fences sheds outbuildings and gardens thereon in a neat and tidy condition..."

Clause 3(i) of the same express terms: “To comply with the Park Rules from time to time in force....”

2. The Respondent must remedy the breaches to the reasonable satisfaction of the Applicant within 28 days after the date on which he receives this determination.

REASONS

BACKGROUND

1. On 25 October 2019 Mr Willis took an assignment of the agreement (“Written Contract”) under which a park home is stationed on pitch 6A, The Paddock, Whitehaven Park, Ingoldmells. In doing so he agreed with the Applicant, among other things, to comply with the Park Rules, to keep the pitch neat and tidy, and not to allow trees and shrubs to encroach on to his neighbour’s pitches.

THE CONDITION OF THE PITCH

2. From September 2023 the Applicant became concerned about the condition of the pitch 6A The Paddock. Other residents of the Park complained that it was untidy, and about the presence of a model railway in the front garden. The Applicant sent a series of letters to Mr Willis advising him that the untidy state of the pitch meant that he was in breach of his Written Contract, and asking him to remedy the situation within a reasonable time. On 30 November 2023, following an inspection of the pitch, the Applicant advised Mr Willis that an application would be made to the Tribunal if the pitch was not tidied up.
3. Mr Willis did not respond to any of this correspondence. The Applicant applied on 2 January 2024 for a determination that Mr Willis is in breach of terms of his Written Contract, and for an order that any breaches be remedied within 28 days. That application was allocated case number MAN/32UC/PHC/2024/0001.

ANTI-SOCIAL BEHAVIOUR AND RESIDENCE BY PERSONS UNDER 50

4. From November 2022 the Applicant had also been receiving complaints from other Park residents that other people were living with Mr Willis at 6A The Paddock, that they were under the age of 50 which is the lower age limit for residents, and that they were causing a nuisance and annoyance. The complaints related to activity round Mr Willis’ park home during the day and night, drunken behaviour, soliciting for money,

spitting, abuse and aggression. The Applicant became concerned for Mr Willis' welfare. Specific incidents were reported to the police. It is not suggested that Mr Willis himself participated in any of the behaviour that was complained of.

5. The Applicant wrote to Mr Willis on a number of occasions between November 2022 and June 2024, asking him for information and warning him that the anti-social behaviour centred on his park home meant that he was in breach of his Written Contract. The Applicant pointed out that there is a minimum age of 50 for residents on the Park, and indicated that they had been told that younger people were staying at his park home. In February 2023 Mr Willis responded once by letter and once by telephone. He denied that anyone was living at 6A The Paddock other than himself. He explained that he had visits from a paid carer whose boyfriend also visited him, and that he was unable to prevent this.
6. The police applied a 6 month curfew to the people concerned. The complaints from Park residents began again on expiry of the curfew period in June 2024. The Applicant wrote a letter before action on 26 June 2024, and applied to this Tribunal on 19 July 2024, on the basis that Mr Willis was not responding and did not appear to be doing anything to remedy the continuing problems. This second application, under case number MAN/32UC/PHC/2024/0008, was for a determination as to the breaches and for an order that they be remedied within 7 days.

INSPECTION

7. The Tribunal visited the Park on 3 February and were shown the pitch at 6A The Paddock by the Applicant's Operations Manager Mr Blake, the Park manager, the Applicant's area manager, and Mr Willis.
8. There is a model railway in the front garden of the pitch. It is untidy and does not appear to be in working order. The remaining area is unkempt. Three boundaries to the pitch consist of hedges which are untrimmed. There are brambles growing in the rear corner. The shed is in poor condition. There are metal and plastic items strewn over all parts of the pitch. The general impression is that Mr Willis does not maintain his property to the standard expected on a well-run park home estate. His pitch contrasts very unfavourably with the surrounding park homes.

9. Mr Willis acknowledged this to the Tribunal and stated his intention to tidy the area without delay.

FINDINGS

10. Mr Willis is currently in breach of his Written Contract in that he has not maintained the pitch at 6A The Paddock to a reasonable standard, and has allowed overgrowth to affect the neighbouring properties.
11. Mr Willis is to tidy his pitch, clear it of rubbish, remove brambles and any other invasive vegetation, and trim the boundary hedges within 28 days of receipt of this decision. It is to be hoped that in view of Mr Willis' poor health he might accept help in carrying out this work, and that help may be forthcoming from the Applicant or Mr Willis' neighbours.
12. The Applicant did not provide the Tribunal with any direct evidence of anti-social behaviour. No witness statements were supplied by other Park residents. The information regarding poor behaviour by visitors was contained in the witness statement of Mr Blake, who relied on what he had been told by third parties. Further, the Tribunal had no evidence as to whether any anti-social behaviour was continuing, and no evidence was adduced as to whether people were, or had been, residing with Mr Willis, or their ages. The Park is not secured against unauthorised entry. It is unclear whether disruptive visitors to the Park are or should be subject to any form of control on the part of Mr Willis. Consequently no order is made in relation to the second application.