



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

Case reference : CAM/33UB/PHI/2024/0633,0637,0638,0642,0643,
0644,0645 and CAM/33UB/PHI/2025/0607 and
0611

Site : Redhill Court, Watton
Norfolk IP25 6RE

Applicant : AR (Redhill) Limited

Representative : Knights plc

Respondents : The park home owners named in the Schedule to this
decision

**Type of
application(s)** : Applications under the Mobile Homes Act 1983 to determine
pitch fees

**Tribunal
member(s)** : Mary Hardman FRICS
Roland Thomas MRICS

Date : 12 August 2025

DECISION

Decisions of the tribunal

- (1) The tribunal orders that the amounts of the new monthly pitch fees payable by the Respondents from the relevant dates in 2024 are as set out in the last column (headed “**Determined**”) of the relevant table at Schedule 1 to this decision.
- (2) The Applicant shall send copies of this decision to the Respondents as soon as possible.

Reasons

1. Redhill Residential Park Limited (“**RRPL**”) made two applications to the tribunal under paragraph 16 of the terms implied into the relevant pitch agreements by Chapter 2 of Part I of Schedule 1 to the Mobile Homes Act 1983 (the “**Implied Terms**”) to determine the pitch fees payable for

specified park homes on the site with effect from a review date of 1 April 2024.

2. The first of these applications was made on 30 July 2024 and was made with reference to 9 mobile homes where notices for a late review (1 May 2024) had been served. Two of these applications were then withdrawn as the park home owners had agreed the new pitch fee.
3. On 21 January 2025, a legal officer gave case management directions. These required the Applicant to send the relevant application documents to each relevant occupier, with a statement of case and any witness statement and other documents relied upon. Respondents who wished to oppose the proposed increase were directed to complete and return a reply form and send to the Applicant any documents they wished to rely upon.
4. The second of these applications was made on 27 September 2024 and was made with reference to 11 mobile homes where notices for a later review (1 July 2024) had been served. Nine of these applications were then withdrawn as the park home owners had agreed the new pitch fee.
5. On 25 March 2025, a legal officer gave case management directions in similar terms to paragraph 3 above.
6. The two applications were consolidated for the purpose of the hearing and decision.
7. At the inspection and hearing on 16 July 2025, the Applicant was represented by their solicitor, John Clement of Knights plc. The Applicant's operations director, Sharon Reach, also attended. Lorraine Golding, occupier of 54 Redhill Court represented the occupiers of 7 of the park homes (Nos. 9, 53, 54, 73, 74a, 75a and 94). Mr Knights (87 Redhill Court) attended and represented himself. Occupiers of 74 and 36 were not represented nor did they make written representations.

Pitch fees - law

8. Under paragraph 22 of the Implied Terms, the owner shall (amongst other things) maintain in a clean and tidy condition those parts of the site, including access ways, which are not the responsibility of any occupier of a mobile home stationed on the site.
9. Under paragraph 29 of the Implied Terms, "*pitch fee*" means (with emphasis added): "*the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts...*". The Applicant said that the pitch fee included sewerage services. Some of the Respondents said that it also included supply of water.

10. When determining the amount of a new pitch fee, particular regard shall be had to the matters set out in paragraph 18(1) of the Implied Terms. These include sums spent on particular types of improvement (a), any relevant deterioration in the condition, and any relevant decrease in the amenity, of the site (aa), any relevant reduction in the services that the owner supplies to the site, pitch or mobile home, and any relevant deterioration in the quality of those services (ab).
11. Paragraphs 18 to 20 of the Implied Terms are reproduced at Schedule 2 to this decision. In Wyldecrest Parks (Management) Ltd v Kenyon & Ors [2017] UKUT 28 (LC), the Deputy President reviewed earlier decisions and observed at [47] that the effect of the implied terms for pitch fee review can be “*summarised in the following propositions*”:
 - “(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.”*
12. Paragraph 18 came into force in its current form on 26 May 2013. In summary, therefore, on a pitch fee review in England, “particular regard” is to be had to three matters: (1) sums expended by the owner on improvements since the last review date; (2) any deterioration in the condition, and any decrease in the amenity, of the site or adjoining land occupied or controlled by the owner since 2013 “in so far as regard has

not previously been had to that deterioration or decrease for the purposes of this subparagraph”; (3) any reduction in, or deterioration in the quality of, services supplied by the owner since 26 May 2013 to which regard has not previously been had; and (4) any direct effect of legislation which has come into force since the last review date on the costs payable by the owner on the maintenance or management of the site.

Background

13. A previous application by AR (Redhill) Limited (CAM/33UB/PHI/2023/0142 & 0145), represented by Knights plc (then IBB Law), for the tribunal to determine the pitch fees for 2023 in respect of 36 park homes on this site was heard by a tribunal on 24 April 2024. This followed a site inspection on 23 April 2024. The tribunal determined that it was not reasonable to apply RPI in a time of high inflation and applied CPI as a starting point. It then went on to make a further adjustment and found that the increase should be 70% of the CPI to reflect the deterioration in the site access roads.

Procedural

14. Mr Clement submitted that, in respect of 36 and 74, their pitch fees should change to those proposed by the Applicant on the basis that the occupiers had failed to set out any reasons for disputing the proposed increase.
15. The Tribunal is guided in this aspect by the findings of the Upper Tribunal in *Arkley Estates Limited v Ms Kathleen Madigan and others* [LC-2024-524]. In this case the Deputy Chamber President found that the FTT was not required to award an RPI (now CPI) rate of increase to those pitch fees where the resident had not responded to the application.
16. He also considered whether the FTT was entitled to have regard to evidence and submissions presented by residents who had participated in the proceedings when it determined the applications concerning pitches whose occupiers had not participated in the proceedings. He found that the FTT was entitled to take account of the evidence it heard and saw during the hearing when determining the pitch fees of residents who did not participate in the proceedings.
17. The Tribunal finds that it similarly is not required to determine that the pitch fee must change to that proposed by the Applicant and will consider the pitch fee for 36 and 74 alongside the other respondents.

Inspection

18. On inspection by this tribunal on 16 July 2025, the site was much as described in previous decision referred to above. Access from the public

road (Town Green Road) is straight into a modest concrete site road (a very small section, adjoining the public road, has been resurfaced with tarmac). This serves as the main accessway for the site. Half-way down the original/earlier part of the site, the road surface changes from concrete to tarmac, opposite a notice board and side access to Redhill Lane, a track which runs beside and below the site. There, the access road continues but also branches right leading to the newly developed part of the site. That development was completed or largely completed in 2021, roughly doubling the size of the site. Roads, pitch bases and services were installed in a large area adjoining and accessed through the original/earlier part of the site.

19. In the original/earlier site, the area nearest the public road has concrete site roads and the densest housing. In one area, outside 60 Redhill Court, the road has been recently repaired over a stretch of several metres following a visit by the local authority. The area behind it has tarmac roads and better spaced housing, with some garden/amenity areas. On the newly developed area, a sales office and a few new park homes have been stationed but development is still stayed awaiting consents from the local authority.
20. The tribunal also inspected the pitches of 53, 54 and 75a Redhill Court where the occupiers had claimed that the pitch was subject to subsidence.
21. 53 and 54 are located along the northern perimeter of the site and abut a deep ditch. There is movement apparent to the rear of the gardens of both properties where the gardens are sloping into the ditch. This would appear, as with 74A and 75A, to be as a consequence of the unstable ditch banking, which is in turn due to a range of factors, including the topography and gradient, and flow of water through the ditch, and percolation of ground water across the site into the ditch together with associated uses.
22. Inspection from the rear showed a constant flow of water from beneath the hedge to the rear of 54 into the ditch, which the tribunal could only assume came from an underground spring or similar.
23. 74A and 75A are located abutting a deep ditch to the east of the site. Here the gardens are shallower than those of 53 and 54 and there is clear evidence of movement. Brick pavements are out of line where gaps have opened up and the rear fencing to both properties, whilst feeling reasonably stable, is sloping to a slightly alarming degree from the perpendicular towards the ditch.
24. The tribunal also inspected the pitch of 87 Redhill Court. This property is situated at the bottom of one of the estate roads which is set at an incline. Whilst the weather on the day of the inspection was dry and sunny it wasn't difficult to appreciate how surface water would flow down the hill, given the limited drainage and would flow into the pitch of this property, as well as the separate garages adjacent.

Physical state of the park

25. In respect of the alleged deterioration to the park Mrs Golding and Mr Knights, (Respondents) raised a number of issues in their response to the application as referred to above:
- i) Condition of the roads
 - ii) Subsidence
 - iii) Flooding
 - iv) Failure to make improvements

Condition of the roads

26. The Respondents said that the roads were not in a good state and whilst a small amount of repair had been done, as noted by the tribunal during the inspection, the roads continue to deteriorate. Mrs Golding said that there were no pavements or footpaths on the site and therefore residents, many of whom were elderly, had to walk on the roads. A number of them had mobility scooters and or similar and it was difficult for them to move around safely.
27. The Applicant said that the condition of the site roads was addressed by the tribunal in the 2024 decision and that in para 29 the tribunal stated that *'it was obvious on inspection that the concrete site roads in the area nearest the public road have deteriorated..... On the balance of probabilities these roads, and particularly the main access roads which inevitably have to deal with more traffic and turning, have deteriorated significantly from their condition since the latter part of 2013.*
28. And in its conclusion (paragraphs 36-37) the Tribunal discounted the proposed pitch fee for 2023 by 30% against the sum originally sought *'to reflect the deterioration of the site access roads'*
29. As a result, the Applicant submitted that this issue can only be considered again by the Tribunal in this application if the Respondents can establish that there has been a further deterioration since April 2024. They asserted that the evidence submitted by the Respondents does not show evidence of further deterioration since that date.
30. More generally the Applicant said that they did not accept that the site had deteriorated or that there had been a reduction in services provided by the Applicant on site, either in the period covered by the present application (1 April 2023 - 31 March 2024 inclusive -the 'Review Period' or since 26 May 2013 in accordance with the interpretation of paragraph 18(1) of the statutory implied terms. They also said that the respondents were put to strict proof on any and all

alleged deterioration of the amenity of the site or in the services provided by the Applicant during the Review Period.

31. The tribunal inspected the site and considered the evidence put forward by the parties.
32. The tribunal found that there was clear evidence that the concrete site roads close to the entrance to the site had deteriorated over time and had been subject only to patch repairs. There was wear and tear both to these roads and to the tarmac road sections elsewhere on the site, with the area around the intersection of the site roads particularly worn and uneven. Whilst one section, as referred to in paragraph 15 above, had been patch repaired, this appeared to be the only change from the condition at the time of the previous tribunal hearing.
33. As stated above at paragraph 13 a previous application by the site owner was made in respect of a determination of pitch fees for 2023 in respect of a number of homes on the site. The only park home which was the subject of both that and this application is 87 Redhill Court.
34. The Applicant argues that the Tribunal is only able to take into account the deterioration over the last twelve months as 'regard has been had to those issues in the 2023 decision'.
35. The Tribunal is not persuaded by this argument in respect of those park homes which were not the subject of the 2024 decision, which are all apart from No. 87.

Nos. 9, 36, 53, 54, 73, 74, 74a, 75a and 94 may have accepted the increase for 2023. However, as the Deputy President said in *Wyldecrest Parks (Management) Limited v Finch* [2024] UKUT 197 (LC)

Para 22..... Paragraph 18(1)(aa) and (ab) direct the FTT to have regard to deterioration since that 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". The sub-paragraph there being referred to is sub-paragraph 18(1), which begins with the words "When determining the amount of the new pitch fee", before listing matters to which regard must be had. Those words indicate that the sub-paragraph is concerned with the determination of pitch fees.

He goes on to say

Para 23. Determination is one of the two methods by which paragraph 16 permits a pitch fee to be changed: the first is "with the agreement of the occupier", and the second is if the FTT "makes an order determining the amount of the new pitch fee". Only the FTT determines a pitch fee, and an agreement by the owner and the occupier is not a determination and is not governed by paragraph 18(1) Unless the owner's proposal is agreed by the occupiers, it remains simply a proposal, but even if it is agreed it is not a

determination for the purpose of paragraph 18(1). The parties are free to agree a new pitch fee on any basis they choose and the FTT is not bound by their agreement on the extent to which a deterioration in the condition of the site should be reflected in a change in the pitch fee.

36. There has been no ‘determination’ in respect of these individual park homes, only an agreement as to the previous pitch fee. The tribunal is of the view that it is able to have regard to deterioration since 26 May 2013 – or such later date that the deterioration took place – which would appear to be over a similar period with inevitably, deterioration increasing over time.
37. The Applicant goes on further to assert that, because regard has been had to the deterioration of the roads on the site, albeit in respect of different park homes, then effectively regard has been had in respect of all park homes on the site and it is only the deterioration since April 2024 that can be taken into account.
38. The Tribunal is not persuaded by that argument either. The decision was a determination of the pitch fee for those individual park homes and it is illogical to assert that it cannot then be claimed by park homes which were not the subject of that decision.

Subsidence

39. Four of the respondents – Nos. 53,54,74a and 75a reported subsidence to the rear of the property.
40. The occupier of 53, Ms Jessop said in her written submission that the property was affected by landslip, land heave and subsidence. She had had a fall and had successfully claimed compensation from the company’s insurers. No attempt had been made to rectify the problem or to shore up the banks of the ditch, meaning that she did not feel safe to use that part of the garden, thereby effectively reducing the size of the pitch for which she was paying the pitch fee.
41. Mrs Golding, said, in respect of her pitch at 54 that she had moved into her park home in 2019 but that the problem had been worse in the last four years. Hedges to the rear, which were not her responsibility had only been cut once since 2020 and the weight of these had exacerbated the issue. She had installed a pond and whilst this was initially level it now had a 3” difference between sides. Her summerhouse was cracking and moving, and the door could no longer be closed. The plot was effectively shrinking as it fell into the ditch.
42. Mr Goodfellow, no. 74A provided a copy of a letter from the previous owners of the site, Royale Life in 2022, acknowledging the problem of ditch subsidence and saying that they were in the middle of arranging with the contractors a lead time to resolve the situation. Nothing had happened and the company was transferred to the Applicant (then named Ambassador Royale 5 Limited) in September 2023.

43. He had written to the new owners in February and March 2024 outlining the issue and referring to the promise of Royale Life to pipe the ditch, He explained that he had had a fall following which Royale Life had removed some of the paving at the rear and replaced it with gravel and had waived the pitch fee increase. They had promised to undertake further repairs, but nothing had happened.
44. Similarly, Mr and Mrs Kozel, 75a Redhill Park provided letters that they had written to the site owner in 2021,2022,2023 and 2024 setting out the issue of subsidence which they said in 2021 had been 'going on for the last 4-5 years' – i.e. since 2016/17. Again, they had had assurances from Royale Life that the issue would be remedied.
45. They had written to the Applicant in March 2024 saying that they would not be paying the increase for 2024 as for the last 6 years they had been suffering from subsidence to the plot. They said in the letter that had been assured by the previous owners that the problem would be attended to and had received letters for the last two years to say that they need not pay any increase until the subsidence had been fixed.
46. The Applicant said that the allegations raised by the Respondents were in vague general terms and unsupported by evidence either in the form of photographs or other contemporaneous records or expert evidence to suggest the likely cause of these issues. The injury to the occupier of 74a had occurred in 2022 prior to the Applicant acquiring the site. They said that the issue of alleged subsidence was considered by the Tribunal in its determination of the of the 2023 pitch fee for Redhill Park where the tribunal had found that there was not adequate evidence of these alleged issues and could not make a useful assessment based on their inspection. They had not taken them into account for those proceedings but that did not preclude such matter being taken into account in a future pitch fee review.
47. At the hearing Mrs Reach for the Applicant said that they were aware of the issue of subsidence, and they needed to follow the required process to carry out works to fix this. This was now designed and planned, and the intention was to pipe all three sides of the site which were bordered by the ditch and then fill in the ditch. They were liaising with the local authority to obtain consent; however, this would not be given without stabilisation of the site.
48. Mr Clement, for the Applicant suggested that this was a gradual issue and there was a plan in place to fix it. It would not therefore be reasonable to take this into account in this review. He also suggested that should the Tribunal determine that a reduction should be made for this issue then it was open to the Applicant to recover it in subsequent reviews – referencing paragraphs 31-34 of Wyldecrest Parks (Management) Limited v Finch [2024]
49. The Tribunal inspected all four pitches where there were allegations of subsidence and considered the evidence put forward by the parties

50. There was clear evidence of subsidence in respect of the rear of the plots on all four properties, none of which were parties to the 2023 decision – although Mrs Golding of 54 Redhill Court did act on behalf of some of those park home owners.
51. The Tribunal found that the subsidence was more obvious in respect of 74a and 75a, in part because the rear gardens were much shallower, and the movement was closer to the home. The Tribunal did not find the allegations to be vague nor unsupported by evidence. The evidence was there for all to see, and the site owner had acknowledged the problem, accepted responsibility and was putting in place what must be costly plans to remedy the situation.
52. Further the Tribunal does not accept that it would be unreasonable to take this into account because there was a plan to fix it. Park home owners had been assured of plans to fix this over a period of time and nothing had been done to date. As at the date of the review there was an issue with subsidence and now, over 12 months later there is still an issue with subsidence.
53. In terms of the period over which the Tribunal can consider this issue, the Tribunal does not believe it is constrained to the last twelve months for the same reasons as set out in respect of the site roads at paragraphs 35 -38 above.
54. The Tribunal acknowledges that the site owner, once the repairs have been carried out, may seek to reinstate any allowance made. However, if park home owners were not prepared to agree to such a proposal by the site owner, the site owner would have to refer the matter to the Tribunal for determination.

Flooding

55. Mr Knights, 87 Redhill Court, said that the flooding had got worse over the last 6 years. He provided photographs of when it had flooded in May 2024, showing standing water on the pitch and in the garage. They had to deploy sandbags to try to mitigate the issue, particularly around the access hatch underneath the mobile home. During heavy rain the garage experienced flooding resulting in items stored having to be destroyed. During 2024 it had flooded on 4 occasions.
56. The previous site owner had acknowledged the problem in 2022 and they had not paid any increase. They had paid the increase in 2023 as the site owner had gone into administration. They had reported the problem to the new site owner in Spring 2024 and again in October 2024. Mrs Reach had met them on site and had sent a contractor who had agreed works which included installing drainage and a soakaway in the adjacent vacant plot of land. This was scheduled for April 2025, then May 2025, but this was also postponed, and work was due to start in August 2025.

57. Mr Clement, for the Applicant said that this issue was considered in 2023 and that Mr Knights was a Respondent at that time. It was not suggested that this issue started or had deteriorated within the Review Period.
58. It was already reflected in the pitch fee as it had been agreed that there should be no increase in 2022 due to the flooding. He suggested that the allegations of flooding were in vague general terms and were unsupported by expert evidence to suggest the likely cause of these issues. He did not accept that the situation had deteriorated within the Review Period nor had the Applicant been made aware of any concern from the local authority
59. Mrs Reach for the Applicant confirmed that the site owner intended to carry out the work to deal with the potential for flooding as outlined by Mr Knights.
60. Mr Clement, for the Applicant suggested that, as there was a plan in place to fix it, it would not be reasonable to take this into account in this review.
61. The Tribunal accepts that no 87 was party to the previous determination. However, that decision refers only to allegations of problems with surface water drainage generally. That Tribunal found that, in the absence of evidence they did not seek to take this into account for the purposes of those proceedings, but that would not preclude any such matters being taken into account on future pitch fee reviews.
62. The Tribunal did not find the allegations to be vague nor unsupported by evidence We are of the view that we have evidence of the flooding. Mr Knights provided photographs of the flooding and witness testimony as to the frequency of this. Furthermore, Mrs Reach for the Applicant confirmed that they had agreed to seek to rectify the issue by the installation of pipework and a soakaway on land they retained, thereby owning the problem, and paying for the solution.
63. The Tribunal does not accept that it would be unreasonable to take this into account because there was a plan to fix it. Mr Knights had been assured of plans to fix this in April and May 2025 and nothing had happened as at the date of the hearing in July 2025,
64. In terms of the period over which the Tribunal can consider this issue, the Tribunal does not believe it is constrained to the last twelve months for the same reasons as set out in respect of the site roads at paragraphs 31 -34 above.
65. However, what the Tribunal does not have is evidence that this constitutes a deterioration in the site. The property is situated at the foot of an incline and, in the absence of adequate drainage then it would appear likely that, unfortunately this has always been an issue for this pitch. Whilst the Tribunal sympathises with Mr Knights and

very much hopes that the promised work has been carried out by the time this decision is received it is not persuaded that it constitutes a deterioration under paragraph 18. Nor does it believe that the frequency of the flooding constitutes a factor weighty enough to displace the presumption of an increase in line with CPI (in respect of this factor only)

Failure to make improvements

- 66. Mrs Golding said that she felt that one of the reasons why an increase in the pitch fee would not be appropriate was because nothing had been done since the last review despite the findings.
- 67. Mr Clements for the Applicant suggested that there was no obligation on the Applicant to carry out improvements on the site in order to receive an annual increase in the pitch fee.
- 68. The Tribunal must agree with Mr Clements and there is no requirement for a site owner to make improvements to support the presumption that the pitch fee will rise by CPI, although there may be factors which mean that the presumption is rebutted.

Conclusion

- 69. The tribunal has determined that there has been a deterioration in the site roads since 2013. We do not believe that such a deterioration has affected the respondents' home to any materially different extent. The CPI increase for the relevant period is 4% and the tribunal finds that a reasonable CPI increase to reflect this issue is 2%. Whilst this constitutes a 50% reduction, as opposed to 30% awarded in the 2023 decision, in monetary terms this appears to be the tribunal to be reasonable. This would apply to all respondents – see table below
- 70. In terms of subsidence, the tribunal finds that there is subsidence affecting pitches 53,54,74a and 75a and that this constitutes a deterioration in the condition of these pitches on the site. The tribunal determines that it is not reasonable for the pitch fees to be increased in respect of these pitches when taking into account both the deterioration in the site roads and the subsidence. It does not seek to differentiate between the four pitches given the small level of remaining increase (2%) .
- 71. Finally, with regard to 87, the tribunal finds that there should be no adjustment to the proposed pitch fee for the flooding – but would repeat its hope that the work to rectify this has now been carried out as promised by the site owner,

Name:

Date:

Schedule 1

Monthly pitch fees payable from 1 May 2024

Respondent	Address (No.)	2024	Proposed	Determined
Mrs Golding	54	£138.67	£144.22	£138.67
Mr and Mrs Smith	73	£176.32	£183.37	£179.85
Mr and Mrs Rix	9	£252.54	£262.64	£257.59
Mr and Mrs Moore	94	£172.94	£179.86	£176.40
Mr and Mrs Kozel	75A	£214.69	£223.28	£214.69
Mrs Jessop	53	£139.97	£145.57	£139.97
Mr Goodfellow	74A	£206.43	£214.69	£206.43
Mr and Mrs Edwards	74	£221.17	£230.02	£225.59

Monthly pitch fees payable from 1 July 2024

Mr Cox	69	£180.43	£187.65	£184.04
Mr Knights and Ms Robinson	87	£219.09	£227.85	£223.47

Schedule 2 – paragraphs 18-20 of the Implied Terms

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;

(ii) 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 [tribunal], on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(aa) ... 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 sub-paragraph);

(ab) ... 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 sub-paragraph); ...

(ba) ... 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 ...

(1A) But ... 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) ... 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) 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) 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) 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 retail 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).

Rights of appeal

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).