



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

Case Reference	: HAV/00HX/PHC/2025/0602
Property	: 39 Brook Meadow, High Steet, Wroughton, Wiltshire. SN4 9LA.
Applicant Representative	: Alfred Hodges : Mark Hodges
Respondent	: Sovereign Park Home Estates Limited
Type of Application	: Determination of any question arising; Section 4 Mobile Homes Act 1983 (as amended) (MHA)
Tribunal Members	: Judge C A Rai
Date type and venue of Hearing	: 10 July 2025 Decision on the papers without a hearing. Rule 31 The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the Rules).
Date of Decision	: 16 July 2025

DECISION

1. The Tribunal has summarised the questions asked by the Applicant in paragraph 8 of this Decision.
2. It has answered those questions in paragraph 61 of this Decision.
3. It directs the Applicant to make copies of its invoices for electricity and water available for inspection on the Park and to provide the Applicant with documentary evidence in support of the calculation of the unit cost of electricity within 28 days of the date of this decision.
4. Full reasons for its decision are set out below.

Background

5. The Applicant made an application to the Tribunal in which he asked four questions about his liability to pay the Respondent for electricity and water, supplied to him, by the Respondent. He also asked the Tribunal to make certain orders. A summary of his questions is set out below. This summary excludes some of his comments, which are addressed later in the decision.

Applicant's Questions

Question 1

- a. Is the Respondent required to provide full copies of its suppliers' bills for the electricity and water which it resells to the Applicant?
- b. Will the Tribunal order the Respondent to provide "full billing" free of charge as requested by the Applicant?

Question 2

- a. Is the Applicant entitled to adjust the electricity and water charges invoiced by the Respondent because he has not been provided with copies of the suppliers' invoices?
- b. Will the Tribunal make an order confirming that the Applicant is entitled to adjust the amounts demanded because of the Respondent's failure to provide the information he has requested?

Question 3

- a. Must the Respondent accept the meter readings on the Applicant's water meter when invoicing him for water instead of sharing the costs between the other pitch owners and the Respondent?
- b. Will the Tribunal order the Respondent to invoice the Applicant for the water in accordance with the readings on his water meter?

Question 4

- a. Is the Respondent entitled to charge an administration charge when this is not mentioned in the written agreement and was not charged until recently?
 - b. Will the Tribunal make an order that the Respondent stop charging administration costs to site residents?
6. The Tribunal issued directions on 22 April 2025. Those directions confirmed that it considered that the application was suitable for determination without a hearing. Neither party objected to the application being determined on the papers, without a hearing. The parties have broadly complied with the directions. The Applicant provided a statement of truth to which the Respondent replied. The Applicant provided a response. A determination bundle was produced by the Applicant which comprises 102 pages. References to numbers in square brackets are to the pages in that bundle.

7. Neither party made any representations about the reimbursement of the tribunal fees.
8. Although the Tribunal has considered all of the information and evidence referred to by the parties it is unnecessary to identify everything it considered in making this decision. It has instead sought to provide reasons which are proportionate both to the resources of the Tribunal and the significance and complexity of the issues which have been decided.

The Law

9. Clause 4 of the MHA gives this Tribunal jurisdiction to determine any question arising under that Act or in any agreement to which it applies.
10. The powers of the Tribunal are supplemented by section 231A of the Housing Act 2004. Subsection (2) gives the Tribunal general powers to make directions it considers necessary or desirable to secure the just and economic disposal of proceedings. Subsection (4) lists the type of directions which the Tribunal might give. Copies of the relevant parts of the legislation are set out in the schedule to this decision.
11. There is settled case law that the section 231A should be interpreted as giving this Tribunal the power to order remedies.
12. The determination bundle included a copy of the original written statement [10] which relates to the Applicant's pitch and some of implied terms set out in the Schedule to the MHA which are relevant with regard to the Applicant's occupation of his pitch [71].

The Evidence

13. The Applicant has provided a copy of the application form in which he recorded his questions, a statement of case expanding on the reasons for his application, and a response to the Respondent's reply to his statement of case. The Applicant's complaint is that the Respondent has failed to provide him with full copies of the water and electricity bills which the Respondent has used to calculate the amounts he is liable to pay for the supply of those utilities 'resold' to him by the Respondent.
14. In his statement of case, he says that there is no alternative available to him with regard to obtaining those utilities [29].
15. A single water meter records the consumption for 62 park homes, although he suggests that those numbers may vary as homes are removed and redeveloped.
16. Historically the charges have been invoiced quarterly and monthly and currently an administrative charge is also added to his invoices.
17. The Applicant acknowledges that a small excerpt from the supplier invoice is included with the Respondent's invoices but says that this shows a fraction of the information on the Respondent's suppliers' invoice.

18. The Applicant states that he has repeatedly requested that he is supplied with copies of the bills which the Respondent receives from its supplier and which it uses to calculate the amounts due from him. He also says that in a previous tribunal decision, JB and JS Small Park Homes, (the predecessor of the Respondents), was directed to provide copies of the original bills.
19. The Applicant states that he has therefore adjusted both his water and electricity bills and only paid the adjusted amounts. He has reduced the electricity bills he received by a percentage equivalent to twice Barclays Bank plc base rate and adjusted the water bills paying only for that measured consumption measured by his own water meter, multiplied by the unit cost shown on the invoices provided by the Respondent.
20. The Respondent does not accept the validity of the Applicant's adjustments stating that he is currently in substantial arrears with his utility payments for both water and electricity.
21. According to the Applicant the Respondent made a County Court claim in 2023 against him, which he contested. He stated that a hearing date was set but the Respondent withdrew, claiming that the parties had resolved the matter. Subsequently the application was struck out and costs were awarded to the Applicant.
22. The Applicant has installed a water meter on his pitch to measure the volume of water consumed. He stated that the Respondent will not accept his readings and make no allowances for leakage on site, or the water used by the Respondent when running or redeveloping the site.
23. The Applicant acknowledged that the occupation agreement provides that he should pay for water and electricity. However, he says that he does not believe that he can be prevented from using his water meter to measure his consumption. He suggests that the calculation by the Respondent which requires him to pay 1/63 of the total water bill is unlawful, albeit he has not explained why.
24. The Applicant has also disputed the validity of the administration charge which is added to his utility bills claiming it to be discriminatory as it is only applied to residents who cannot access electronic invoicing.
25. The Applicant has also referred to the references on the Pitch Fee Review notice to the Respondents obligations to provided him with documentary evidence in support and an explanation of any charges made by it for water and electricity.

26. The Applicant has provided copies of the Ofgem Guidance relating to the resale of his electricity and the Ofwat guide to water resale. He explained that it is in reliance on the content of that guidance that he has decided that since he now has a metered supply the Respondent must only charge him for his water in reliance on the consumption measurements recorded by his meter.
27. In summary the Applicant's complaints in relation to the charges for water and electricity are:-
 - a. he has not been provided with full copies of the bills received by the Respondent from its supplier;
 - b. he has not been provided with a full explanation as to how the charges invoiced to him for both water and electricity are calculated.
28. The Respondent stated that it has provided the Applicant with both electricity and water. There is a single metered electricity supply to the Park, but individual supplies are measured by the Respondent's sub-meters. Occupiers of pitches are charged on the basis of the units consumed. There is a single water supply to the Park. The amount invoiced by the water supplier to the Respondent is divided between the residents and the Respondent. An allowance is made for leaks.
29. The Respondent stated that it has tried to resolve the Applicant's complaints but has been unsuccessful because the Applicant will only communicate by letter and takes no account of its replies to his letters but repeats what he has previously written [39]. It stated that it makes no charge to provide information about the bills it receives for water and electricity. It stated that none of the other residents on the Park, or its other parks, have complained about the information it has provided to explain the charge. It has therefore concluded that the Applicant is unable to pay his bills, which is the reason for his application.
30. The Respondent submitted that it has complied with both the express terms of the written agreement and the implied terms in the MHA. It denied that the Applicant is entitled to adjust his bills in the way that he has.
31. The Respondent stated that the water meter fitted by the Applicant has no bearing on his liability to pay a share of the cost of the water consumed on the Park. It said that it does not have the resources to measure individual water consumption by installing water meters to each pitch on the Park.
32. It confirmed that it adds an administration charge of £1 per month to each utility bill to defray the cost of production, postage and stationery. However, if the Applicant authorised the Respondent to send his bills by email to his son the administration charge would not be applied.

33. The Respondent has asked the Tribunal to make an appropriate decision and to make an order allowing it to install prepayment meters on the Applicant's pitch which will enable it to both accurately measure utility consumption and recover the of the costs of the water and electricity which it claims the Applicant is contractually entitled to pay.

Reasons for the Tribunal's decision

34. The questions which the Applicant has asked the Tribunal to determine relate to the water and electricity supplied to him. Both utilities are supplied by the Respondent as a reseller. A single water meter measures the water consumption for the Park. There is a single electricity supply to the Park, which is charged to and paid for by the Respondent, but the supply to each pitch is measured by a sub-meter and those readings are multiplied by a unit cost which is recharged to the occupiers by the Respondent. The Applicant's evidence suggests that charging periods have varied over the years but currently all utility charges are invoiced monthly.
35. **Water** - It is convenient to deal with the water supply first as this is relatively straightforward. There are 62 pitches on the Park. The total water bill is divided by 63, the additional share being for the Respondent's general consumption in administering the Park. Each pitch occupier is invoiced monthly in respect of his share of the costs. The Applicant has provided copies of five invoices, addressed to him which include charges for water. These are dated 4 August 2022 [58], 6 September 2022 [53], 14 March 2024 [63], 16 December 2024 [50] and 13 March 2025 [47].
36. Each invoice refers to the relevant billing period and the total of the Park bill for the same period. The Respondent divides that amount by 64 to calculate the amount due from the Applicant. The invoice states "please find enclosed copies of main park bills". Information is reproduced on each invoice, which appears to have been extracted from the water bills and refers to the periods of the billing measurement, the charge for the water used by reference to the measurement of capacity and the rate, the fixed charge and the total of both charges. An administration charge of £1 per bill (which bills include both water and electricity) is added and the invoice contains a statement which reads:-**"Why not go paperless and avoid the admin charge? Please contact the office and provided us with an email for your bills to be sent to and we will change your account to paperless!"**
37. The Applicant has installed his own water meter. He claims that this entitles him to **only pay** for the water he consumes, the amount of which is less than the 1/63 share invoiced to him. He has also stated that the Respondent does not pay towards the water bill and that the number of pitches using water is not always 62 because homes are removed and developed.
38. The Ofwat Guide to water resale [83] sets out how the cost of water which is resold should be calculated by a reseller (such as the Respondent). The reseller cannot charge more than it pays to the water supplier, but it is allowed to charge a reasonable administration charge [86]. The Guide

refers to several methods by which the amounts charged to the ultimate consumers might be calculated. Where individual consumers supplies are not metered, the water bill can be divided equally between the consumers, or it can be divided by the number of occupiers at each property which is supplied or it can be divided based on rateable value of a property or by taking account of the area, or the number of bedrooms or a combination of those methods (albeit with some limitations).

39. The Applicant claims that he has a metered supply. However, he does not have a supply metered by the water supplier or by his reseller. He has installed his own water meter. That does not entitle him to be charged for his water on the basis of the consumption measured by his own meter.
40. Although the Ofwat guidance contains an explanation of how water bills can be divided where there are both metered and unmetered supplies that explanation does not apply where a meter installed by a consumer is not authorised by the reseller.
41. The Ofwat guidance requires that a water reseller inform the Applicant of the total amount of its water bill is and how his share has been calculated. The invoices provided by the Respondent show this information. Contrary to the Applicant's statement, one of the bills provided records that the total of the bill charged by the supplier has been reduced by £50, by way of a leak allowance, following "a substantial water leak on site" [59].
42. The Applicant's invoices show the amount of the standing charge; the rate charged for water and the amount consumed during the billing period. They also refer to the number of consumers between which the total supplier bill is divided. Whilst the guidance states that it is good practice for the reseller to provide a consumer with a copy of the water company's bill with its invoice to recharge a share, it is not expressed as a mandatory requirement.
43. For these reasons the Tribunal determines that the Applicant is obliged to pay a 1/64 share of the water charges paid by the Respondent.
44. Whilst it accepts that the consumption information which is shown on the invoices sent to the Applicant has not been verified by the production of a copy of the original bill, the Applicant has not suggested that the amounts charged are excessive. He is the sole occupier of his pitch, and it is therefore understandable that his measured consumption might be less than the average consumption of the occupiers of other pitches on the Park. However, under the terms of his written statement he is contractually obliged to pay outgoings and discharge a proportionate part of charges in respect of services assessed in respect of the Park, Clause 2(b) [14].

45. The Respondent is entitled to make an administration charge albeit that is capped [100]. The maximum charge allowed per year is £9.12. However, as stated on the Applicant's invoices the charge made by the Respondent is optional and added only if an occupier is unable or unwilling to provide an email address. Whilst the Applicant considers that this is discriminatory the Tribunal finds it consistent with the digitalisation of information which is no longer unusual. Since each invoice is for both water and electricity the Tribunal finds that an optional administration charge of £1 a month charge is reasonable.
46. **Electricity** - the electricity supply is sub-metered by the Respondent and each occupier is recharged on the basis of his metered consumption. Information, presumably extracted from the Respondent's electricity invoices, is reproduced on each of the Applicant's five invoices disclosed in the determination bundle. However, there is no explanation of how the Respondent has calculated the unit recharge which it uses to calculate the Applicant's invoice.
47. Much of the information shown on the five invoices in the bundle is barely legible, albeit that may not be so on the Applicant's originals. The invoices contain information about the unit charge, the standing daily charge and a capacity charge. One invoice shows an excess capacity charge.
48. There is no information identifying the provider of the electricity and whether the unit rates are fixed or variable. On some invoices two different rates have been referred to during a single billing period. Although every invoice shows the price per unit recharged by the Respondent the Tribunal was unable to work out the methodology used by the Respondent to calculate that rate. There is no explanation on the Applicant's invoices. In every case the invoices were issued after the charges were incurred by the Respondent, but the invoice dated 4 August 2022 refers to credits which are unexplained [57].
49. Attached to the Ofgem Guidance for resellers on the resale of gas and electricity [76] is a copy of the Direction issued on 14 March 2014 under section 44 of the Electricity Act 1989 setting the maximum resale price of gas and electricity [80]. Clause 7 states that any person supplying electricity shall inform the person to whom it is resold of the price or prices payable under his purchase contract, and on receipt of a request from any person, provide documentary evidence in support of that information. It also contains an obligation to detail, if requested the methodology by which the resale price has been estimated.
50. All of the Applicant's invoices show the unit cost charged by the Respondent, which varies between 22.9 and 30.4 pence. [58, 63]. The extracted information on the five invoices shows charging rates between 17.93 and 63.70. However, the two highest rates 48.40 and 63.70 relate to the invoice dated 4 August 2022, [58] which totalled £9,014.34 but also a credit of £4363.50.

51. Taking account of all this information, the Tribunal has concluded that the Respondent has not provided an adequate explanation showing the unit rate used to calculate pitch occupier's electricity bills.
52. From the evidence in the bundle and the Respondent's own statement the Tribunal is satisfied that the Applicant requested that information, and it has not been supplied. The extracted information supplied with the invoices is insufficient to explain the unit rate used to calculate the Applicant's invoices.
53. The Ofgem guidance requires that documentary evidence of the calculation used to recharge consumers to whom electricity is being resold is supplied. The Respondent has not complied with the guidance.
54. Clause 8 of the Direction referred to in paragraph 49 provides that if a person reselling electricity fails to meet a request for the provision of documentary evidence in support of the price it is charging the maximum resale price, and if appropriate the share of the standing charge, shall be reduced by a proportion which is equal to twice the base rate of Barclays Bank plc which applied on the date when the request was made. This reduction in price shall continue for the period the person reselling fails to meet the request.
55. In reliance on clause 8 of the Direction the Applicant has reduced the amount of his electricity invoices, presumably by twice the base rate of Barclays Bank at the date he requested the evidence.
56. The Tribunal finds that the Respondent has failed to comply with the Ofwat guidance and the Direction. It has not explained how it calculates the unit rate it uses to invoice the Applicant for electricity. There is no verification of the information reproduced on the Applicant's invoices. Whilst it may not be practical to supply each consumer with a full copy of every electricity bill one copy of each bill could be displayed on the Park or made available for inspection. That would enable every consumer to verify the information provided on their invoices. In addition, the Respondent is obliged to explain how it has calculated the unit charge, and demonstrate if necessary, and that its charges do not exceed the maximum resale price. The Tribunal acknowledges that the Applicant has not suggested this to be the case in relation to any of the charges invoiced to him.

Answers to Questions (summarised in paragraph 6) are:-

Question 1

The Respondent is not required to provide full copies of its water bills and electricity bills free of charge to the Applicant but needs to provide documentary evidence in support of the charges it invoices.

57. The Tribunal directs the Respondent to provide the Applicant with documentary evidence of its electricity bills within 28 days of the date of this decision. Production of one copy of the invoice at a suitable location on the Park, for example on the Park notice board, will be sufficient to comply with this direction.

Question 2

The Applicant is not entitled to adjust the amounts invoiced to him for water. The Applicant is contractually obliged under his written agreement to pay a proportionate amount of utilities charged to the Park as a whole. The invoices provided by the Respondent contain sufficient information about the water charges invoiced to the Respondent and how the charge is divided between the Respondent and the other 62 pitches on the Park. The Applicant is not entitled to pay a reduced charge based on the consumption measured by the water meter he has installed on his pitch.

The Applicant is entitled to receive additional information from the Respondent which evidences the way in which it has calculated the unit charge for electricity. Until this information is provided the Applicant is entitled to adjust the amounts invoiced for electricity using the formula referred to in paragraph 8 of the Direction issued on 14 March 2014.

Question 3

The Respondent is not obliged to accept the Applicant's water meter readings or use these readings to calculate the amount of his water invoices.

The Tribunal cannot make an order in the terms sought by the Applicant.

Question 4

The Ofwat guidance authorises a reseller of water to make an administration charge, but as is referred to earlier in this decision, the amount of that charge is capped. It is not relevant that the Applicant's written statement does not refer to an administration charge. However, the charge levied by the Respondent is optional and only applied to pitch occupiers who require written copies of their invoices. Whilst the Tribunal is sympathetic to the Applicant not having, or using, or wishing to use an email account, it must acknowledge that it is no longer unusual for suppliers to send invoices electronically and to make an administration charge for supplying paper copies of invoices. The Respondent's charge of £1 per month is for the supply of a combined invoice for both water and electricity. The Tribunal determines this to be a reasonable charge.

The Tribunal therefore declines to make an order that the Respondent should stop making this charge. It could not have made an order in the terms requested by the Applicant as this application relates only to his dispute with the Respondent and does not involve the occupiers of other pitches on the Park.

Judge C A Rai

SCHEDULE

Extract from the MHA

4.— Jurisdiction of a tribunal or the court [...]2

(1) In relation to a protected site [...]2, 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, subject to subsections (2) to (6).

(2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement which has been entered into before that question arose.

(3) In relation to a protected site [...]2, the court has jurisdiction—

(a) to determine any question arising by virtue of [paragraph 4, 5](#) or [5A\(2\)\(b\)](#) of Chapter 2, or [paragraph 4, 5](#) or [6\(1\)\(b\)](#) of [Chapter 4](#), of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and

(b) to entertain any proceedings so arising brought under this Act or any such agreement,

subject to subsections (4) to (6).

(4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.

(5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.

(6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).

Extracts from the Housing Act 2004

231A.— Additional Powers of First-tier Tribunal and Upper Tribunal

(1) The First-tier Tribunal and Upper Tribunal exercising any jurisdiction conferred by or under the Caravan Sites and Control of Development Act 1960, the [Mobile Homes Act 1983](#), the [Housing Act 1985](#) or this Act has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2).

(2) The tribunal's general power is a power to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue in or in connection with them.

(4) When exercising jurisdiction under the [Mobile Homes Act 1983](#), the directions which may be given by the tribunal under its general power include (where appropriate)—

(a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;

(b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be paid in such manner and by such date as may be specified in the directions;

(c) directions requiring cleaning, repairs, restoration, re-positioning or other works to be carried out in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions;

(d) directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.

(5) In subsection (4)—

“*mobile home*” and “*protected site*” have the same meaning as in the [Mobile Homes Act 1983](#) (see [section 5](#) of that Act);

“*pitch*” has the meaning given by [paragraph 1\(4\) of Chapter 1 of Part 1 of Schedule 1](#) to that Act;

“*pitch fee*” has the meaning given in [paragraph 29 of Chapter 2](#), [paragraph 13 of Chapter 3](#), or [paragraph 27 of Chapter 4](#), of [Part 1 of Schedule 1](#) to that Act, as the case may be.

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.