FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	CHI/45UC/PHI/2024/0002-0017 CHI/45UC/PHI/2024/0037, CHI/45UC/PHI/2023/0039-0043 and CHI/45UC/PHI/2023/0045-0051
Property	:	1, 2, 4, 8, 9, 11, 14, 15, 19, 27, 30 & 32 Beechfield Park, Hook Lane, Aldingbourne, Chichester, West Sussex PO20 3XX
Applicant	:	The Beaches Management Ltd
Representative	:	Mr Blakeney, counsel instructed by LSL Solicitors
Respondent	:	Mr D & Mrs J Furbear (no.1) Ms D Fray (no.2) Ms S Rivett (no.4) Mrs S Fellows (no.8) Mr R & Mrs J Ward (no.9) Mrs J Roberts (no.11) Mr R Simon (no.14) Mrs S Gunn (no. 15) Mrs J Cox (no.19) Miss S Tipler (no 27) Ms L Bilous (no.30) Mr I & Mrs W Porter (no. 32)
Representative	:	Ms C March
Type of Application	:	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
Tribunal Members	:	Regional Judge Whitney Mr B Bourne MRICS Ms T Wong
Date of Hearing	:	10th and 11th June 2025
Date of Decision	:	15 September 2025

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Decision

BACKGROUND

1. The applications all concern applications seeking a review of the Pitch Fees payable for various properties.

2. The pitch fees being the subject matter of these applications relate to notices of review undertaken in 2022 and subsequently in 2023.

3. The 2022 applications had previously been determined by a differently constituted Tribunal whose decision was overturned on appeal by Judge Cooke of the Upper Tribunal Lands Chamber [2024] UKUT 180 (LC) who remitted the matter back to this Tribunal.

4. It was directed that the pitch fees for 2023, raising similar matters should be joined and all applications heard by the same panel at the same hearing for the sake of completeness. The procedural history has itself been complicated but it is sufficient to say that all parties have essentially complied and the Tribunal had a bundle of 1916 pdf pages which was used at the hearing. References in [ ] are to pdf pages within that bundle.

5. Various applications throughout the course of the proceedings had been withdrawn and we attach schedules confirming the same.

Inspection

6. Immediately prior to the first day of the hearing the Tribunal inspected the site.

7. The site is laid around a "U"shaped roadway. The homes on the pitches vary in age and all the pitches are of modest size. The pitches appear to have limited parking and there is some additional visitors parking on the site.

8. The site appears generally to be reasonably maintained. The roadway has sleeping policeman. There is some street lighting. Just inside the entrance are communal notice boards, one used by the residents association and one for the owners use.

Hearing

9. The hearing took place immediately following the site Inspection at Havant Justice Centre. The hearing was recorded. Below is a precis of the events which took place.

10. The following persons attended the hearing:

Mr Blakeney, counsel for the Applicant
Mr Payne, solicitor LSL Solicitors (Day 1 only)
Mr D Sunderland, witness for the Applicant

Ms C March, representative for various Respondents assisted by Ms P Gee
Clare Smith, resident Pitch 6 and witness
Joan Ward
Sandra Rivett
Janet Cox
Miss S Tipler
Mr and Mrs Furbear, Pitch 1

11. We were advised that sadly Mrs Fellows of Pitch 8 was deceased.

12. Mr Blakeney had supplied a skeleton argument and authorities upon which he relied.

13. An issue arose as Pitch 1 has signed a Consent Order seeking withdrawal although as yet this has not been approved by the Tribunal. A case management application had been made seeking effectively the reinstatement of the application relating to Pitch 22. This had been the Pitch occupied by Ms March before she sold and moved and the new owner indicated he did not understand what he was signing when he entered into the consent order agreeing to the withdrawal of the application.

14. It was agreed the Tribunal would determine these two issues as part of its final determination and would hear any submissions the parties wished to make.

15. The Tribunal reminded the parties that it would consider those matters as identified by Judge Cooke [887-901]

16. There was a short adjournment as an issue arose over the bundle to be used. Upon resumption it was agreed the pdf bundle supplied by the Applicant on 18th March 2025 and consisting of 1916 pdf pages would be used.

17. The Tribunal projected the bundle pages being referred to on to the big screen in the tribunal room to assist all parties.

18. Mr Blakeney called Mr Sunderland. He was referred to a statement [993-995]. He confirmed the same was true. Miss March asked one question and the Tribunal had no questions for Mr Sunderland.

19. This concluded the evidence of the Applicant.

20. Ms March called Ms Smith. Her statement was at [772-773]. She confirmed the same was true.

21. Mr Blakeney cross examined.

22. Ms Smith confirmed she purchased her home in September 2023. She bought her home being aware that her home benefitted only from a short agreement running until 2027. She understood when she purchased the Applicant would offer her a new agreement. However after she purchased she learnt that Wyldecrest, who made the offer, could not offer her a new agreement as they owned no interest in the site. Further there was an intermediate lease until 2067.

23. Ms Smith confirmed she purchased her home without the benefit of any legal advice. She confirmed she was not included as a Respondent in the current application although she did not know why as she stated she had refused to pay the increase. She referred to the situation on the site being stressful as the ownership was unclear and charges were levied by companies who do not have an interest in the site.

24. On questioning by the Tribunal Ms Smith stated that she does not know what will happen in 2027. This causes her stress and keeps her up night.

25. In answering questions in reply Ms Smith confirmed that she was aware the lease held by The Beaches Management Limited runs out in 2067. She confirmed she was offered an agreement [775] from Wyledcrest Parks (Management) Limited as a new agreement. She had not entered into the same.

26. Ms March then called Ms Janet Cox [821-823]. She confirmed her statement was true.

27. On cross examination she confirmed that "Wyldecrest" is the name on signage at the site and all correspondence refers to Wyldecrest. She confirmed her written statement referred to Wyldecrest Parks (Management) Limited for an indefinite term [572]. She stated she was told she did not require legal advice when entering into the same.

28. Ms Cox stated she now understands that Wyldecrest do not have any interest in her pitch. Equally she did not understand the Beaches Management Ltd had an interest in her plot. She explained she pays a separate service charge. She referred to the statement of Mr Alfie Best [825] which referred to Wyldecrest having no contractual agreement with any party and stated that she was concerned her agreement was invalid.

29. Ms Cox did not believe the Pitch Fee Review notice was valid as in her opinion at the time of service of the notice The Beaches Management Limited was not the owner. The letter at [827] dated 3rd July 2024 after the Tribunal case relating to service charges (CHI/45UC/PHC/2023/0004 & CHI/45UC/PHC/2023/0005) was the only letter she received from The Beaches Management Limited.

30. Ms Cox stated she felt deceived by Wyldecrest in holding itself out as the owner. She explained she was advised by the local authority that given Wyldecrest did not hold a licence for the site it should not be issuing pitch fee agreements.

31. Ms Sandra Rivett then gave evidence. She confirmed her statement was true [815 & 816].

32. She had been a resident for 17 years. She stated she wasn't sure what really was being offered in the letter of September 2018 offering new agreements [818]. She stated she was led to believe by Barry Weir, the site owner prior to the Wyldecrest Group of companies, that the pitch fee would never go up very much. She stated the proposal for a new agreement nearly doubled the pitch fee. She referred to her MP telling her not to sign and an occasion when a Wyldecrest representative came round asking to see her bank account to see if she could afford an increase.

33. She did not believe the park was run properly.

34. This concluded the witness evidence and day 1 of the hearing.

35. Upon day 2 the parties representatives made their submissions.

36. Mr Blakeney went first followed by Ms March.

37. Mr Blakeney addressed the agreement with Pitch 1. He stated the agreement was clear and unambiguous and the parties were bound and the Tribunal should endorse the withdrawal agreed. The fact that the Respondents refer to an earlier letter giving an arrears figure which was wrong is in his submission irrelevant.

38. Mr and Mrs Furbear made their own representations indicating that they believed by agreeing they would only owe the figure previously supplied although the consent order did not refer to any figures. They had been shocked to learn subsequently that they owed more.

39. In respect of Pitch 22, that of Mr Huessing, Mr Blakeney explained that the pitch had been purchased by Mr Huessing and an agreement had been reached with him leading to the withdrawal. He submitted there had been no need to involve Ms March as she was no longer the owner. Ms March was now suggesting he did not understand but there was no evidence from Mr Huessing and Mr Blakeney invited the Tribunal to dismiss the application and uphold the consent order entered into.

40. Mr Blakeney suggested it is for the Tribunal to determine who is the site owner for the purposes of giving the relevant pitch fee notices and not whether or not any agreements are valid.

41. Up to date Land Registry entries had been provided recording the transfer of the underleases between the pitch holders and The Beaches Management Limited as at May 2024 had been transferred to The Beaches Management Limited. The Tribunal allowed the Applicant to rely upon such documents. Mr Blakeney suggested that the Applicant is and always was the site owner. He relied upon Section 5 of the Mobile Homes Act 1983. He also relied upon s.1(3) of the Caravan Sites and Control of Developments Act 1960 under which the Applicant had been granted a site licence and which contained a similar definition of owner.

42. It was the Applicant who held a head lease (which determines in 2067) of the whole site with the freehold held by Best Holdings UK Ltd. In his submission the Applicant is one of the owners.

43. In respect of the service charge decision he suggests that in that case the Tribunal were not determining a pitch fee. He suggests this Tribunal is not bound by that decision. He suggests that a notice has been served and the notice served is correct. If by an incorrect party it is voidable but given by today's date it was given by an owner (given the transfer of the under leases to the Beaches) then the notice is not void. Further he suggested there is no prejudice given late notices could be served.

44. Turning to the new agreements in his submission the fact that new agreements have been granted with differing levels of pitch fee does not of itself justify disapplying the presumption of an increase. In his submission this was not "any other factor" which should be taken into account. He suggested that at best some residents suggested deceit in which case any remedy is in his submission a claim in misrepresentation.

45. Mr Blakeney confirmed he was instructed to confirm that the Applicant agrees it is bound by the terms of all the agreements granted by Wyldecrest. He suggests that in granting the agreements Wyldecrest Parks (Management) Ltd was acting for an undisclosed principle being Best Holdings UK Ltd. He submitted the Applicant could not deny an estoppel had been created. He suggested the granting of the new agreements and the pitch fees so contained cannot justify disapplying the statutory presumption of an increase.

46. Mr Blakeney suggested that there was no evidence as to what the market rent should be for a pitch fee. He submitted the pitch fee included within the agreement was a reflection that a new agreement was being granted. The evidence given does not in his submission justify any reduction in the pitch fee. He suggests that the evidence merely helped identify the identity of the landlord. He suggested that any confusion

was of the Respondents own making given their failure to take legal advice.

47. Mr Blakeney submitted that he did not rely upon the assignments contained within the bundle. The reason being that the Applicant is the site owner and the assignments relate to contractual arrangements which are relevant to the question of service charges.

48. Ms March made her submissions.

49. Ms March indicated Mr Huessing was abroad. She suggested her communications with him indicted he did not agree to pay the increased pitch fee.

50. Turning to the question of the site owner she submitted that the Mobile Homes Act does not envisage multiple site owners. The local authority is not a party to the individual agreements. Further she stated the Applicant had led people to believe the under leases had been surrendered but this was not correct.

51. Ms March referred to the fact that the earlier service charge decision had not been appealed. She submitted that the wrong party cannot apply for a pitch fee review and if the wrong party does so the review is invalid. She submitted this had not been raised before due to the opaqueness and complexity of the structure.

52. Ms March suggested that all of the service charges had been stripped out of the pitch fee and in her submission the increase should not be attached to something the Aplicant is not entitled to.

53. Ms March suggested that new agreements were offered under time pressure on the basis if not accepted no further offer would be made. She suggested Wyldecrest should not be issuing agreements and in her submission residents are being harassed and treated unfairly which is causing distress.

54. Ms March suggested that there was no consultation with the qualifying residents association in respect of the changes of ownership. She suggested that this should have taken place.

55. Ms March submitted that the Respondents should not be responsible for the Applicants tribunal fees.

56. In reply Mr Blakeney suggests that if we determine that the notices are valid then the Applicant ought to be entitled to recover the tribunal fees.

Decision

57. We thank all parties for their helpful and considered submissions.

Pitch 1

58. We do not approve the withdrawal of this application. Whilst a consent order had been prepared and entered into by both parties it appears that this was offered and accepted under a mistaken belief as to the level of arrears.

59. Withdrawals of claims must be endorsed by the Tribunal prior to effect being given to the same. Prior to such consent being granted by the Tribunal the Respondent's raised the issue as to the level of arrears which they were being asked to pay. We were shown correspondence showing that the Respondents were led to believe a particular figure would be sought by way of arrears. Subsequently a higher figure was sought. We are satisfied that this provides grounds upon which we should not endorse the consent application. We are satisfied that the Respondents were entitled to place reliance upon the figures provided by the solicitors for the Applicant as representations leading them to enter into the agreement. These figures were incorrect and were noted prior to the Tribunal considering the withdrawal application. This was drawn to the Tribunal's attention and we are satisfied we should not approve the withdrawal application in the circumstances of this case.

60. The claim against Pitch 1 proceeds.

Pitch 22

61. We do not agree to reinstate the claim in respect of pitch 22.

62. We prefer the arguments of the Applicant. We agree that Ms March having sold her interest to Mr Huessing it was right and proper that he was substituted in these proceedings. He then entered into a consent order agreeing the pitch fee and withdrawing the application. Ms March suggests he was confused but we record we have no evidence at all from Mr Huessing.

63. The Tribunal encourages parties to reach agreements. It is incumbent upon parties to take such advice as they require and we are not satisfied that we have any evidence before us providing a good reason as to why we should set aside the consent order and reinstate the proceedings. We decline to do so.

Pitch fee reviews

64. We record this decision follows the case being remitted to this Tribunal by the Upper Tribunal. We address those matters raised by the parties in the two day hearing before us.

65. The Mobile Homes Act 1983 ("the Act") governs the terms on which someone may station a mobile home on land and occupy it as their only or main residence. It does so by implying standard terms into agreements between site owners and the occupiers of a pitches. Any increase in the pitch fee is limited to be reviewed annually upon service

of a notice with the amount of any increase fixed by reference to the relevant price index (RPI prior to 2nd July 2023 and CPI for reviews post).

66. By paragraph 16 of Sch.2 to the Act, the pitch fee may only be changed by the Tribunal if it "considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee". Paras 18, 19 and 20 of Sch.2 explain what is to be taken into account in determining a new pitch fee:

"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 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) [calculating a majority of the occupiers]

(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. "

67. However, these provisions are effectively trumped by the presumption in para 20(A1) to the Act:

"(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 [consumer] prices index published for the month which was 12 months before that to which the latest index relates."

68. The factors which may displace the presumption in para 20(A1) are not limited to those set out in para 18(1), but they may include other factors: *Vyse v Wyldecrest Limited [2017] UKUT 24 (LC).* In Vyse, the Upper Tribunal (Lands Chamber) considered the test for the relevance of other factors was:

"By definition, this must be a factor to which considerable weight attaches … it is not possible to be prescriptive … What is required is that the decision maker recognises that the 'other factor' must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole."

69. Section 5 of the Act defines owner as:

""owner", in relation to a protected site, means the person who, by virtue of an estate or interest held by him, is entitled to possession of the site or would be so entitled but for the rights of any persons to station mobile homes on land forming part of the site ;"

Site Ownership

70. The ownership structure of the site is complicated. We accept that the Wyldecrest Group inherited this when it purchased the site but as with all such matters the general principle of "buyer beware" applies and it was for them to satisfy themselves how the structure could and should operate. We set out below the ownerships as we understand prior to the recent transfer of the underleases which took place in May 2024:

Best Holdings (UK) Ltd: The freeholder of Beechfield since 17th May 2019.

The Beaches Management Ltd: The holder of the headlease of the entirety of Beechfield for a term commencing 1st January 2016 and ending 1st November 2067.

Wyldecrest Parks (Management) Ltd: On the face of some Written Statements, a contracting party, holds no identified interest in Beechfield.

Silver Lakes Property Investment Ltd ("SLP"): The leaseholder of pitch 17 Beechfiled for a term commencing on 1st July 2013 until 1st September 2053.

Silk Tree Properties Ltd ("STP"): The leaseholder of pitches 1- 16, 18-25 and 27- 33 Beechfield for a term commencing 1st December 1995 until 1st November 2027.

Sussex Mobile Homes Ltd ("SMH"): The holder since 27th October 2006 of the lease of pitch 26 on Beechfield for a term commencing 1st September 2006 until 31st August 2046.

71. Each of the Respondents occupies subject to a written agreement.

72. It is common ground that at the date of service of all the Pitch Fee Review notices which are the subject to these applications, whether in 2022 or 2023, the Underleases were all held by parties other than the Applicant. At the date of service of the notices the Applicant held a head lease of the whole site.

73. Judge Cooke in the Upper Tribunal expressed matters within her decision at paragraph 54 [899]:

"54. … I do not understand why the FTT found that the appellant was the site owner, when there were other lessees with apparently a better right to possession (the "occupational leases" subject to which the appellant's lease was granted; paragraph 6 above). I do not understand why the appellant was entitled to collect the pitch fee when, in respect of agreements made with the respondents subsequent to the grant of its own lease, it could not be said to be claiming through or under the site owner (section 3 of the 1983 Act) (first because Wyldecrest, the grantor of the agreements was on the appellant's own case not the site owner at the time the agreements were made, and second because they were made on a date after the grant of the appellant's lease). Mr Sunderland was not able to offer an explanation of either of those points and even though the FTT's findings have not been appealed by the respondents I cannot simply ignore them since they are points relating to jurisdiction. Evidence and explanation are required."

74. We have had regard to the decision in CHI/45UC/PHC/2023/0004 & CHI/45UC/PHC/2023/0005. We consider the decision highly persuasive although we agree with Mr Blakeney that the same is not binding upon this Tribunal given it considers a contractual regime rather than a statutory regime. It does include a full and careful analysis of the title to this site and ownership generally to which we have had regard.

75. We have considered the fact that the site licence issued under the Caravan Sites and Control of Developments Act 1960 is granted to the Applicant. However we have no evidence as to what matters were considered by the local authority in granting a licence. We are not satisfied that simply because the Applicant holds a site licence it is the "owner" for the purposes of the Act and the issuing of a pitch fee review.

76. We find as a matter of fact that the landlord under the underleases (SLP, STP & SMH) were at all material times the "owner" for the purposes of the Act. We so find as on the basis of the evidence before us it is the landlord under those leases which have existed at all material times who are entitled to possession but for the written agreements.

77. We find that the notices as served do not name the correct parties since at the date of service of the notices the Applicant was not the registered proprietor of the leases.

78. We have considered Mr Blakeney's argument that given as at the date of the hearing the Applicant, as a result of certain transfers, is the registered proprietor and we should determine the notices are valid. We do not so find.

79. Whilst we accept it may be possible for late notices to be served those will only take effect from the relevant date after they are served. If we allow the current notices then the pitch fee review date will be as in those notices. We consider that would amount to prejudice for the Respondents. We are satisfied that for our jurisdiction to determine the pitch fee to be engaged a valid notice must be served. That notice must be given by the "owner" for the purposes of the Act at the time it was served. We have found that the notices were not give by the "owner" at the date of service. We are satisfied that all of the pitch fee notices served upon all of the Respondent's to this application are invalid having not been given by the then owner.

80. We find that the Applicant is not entitled to a pitch fee increase for the notices which are the subject of these proceedings save for those proceedings withdrawn or settled by consent orders approved by this Tribunal in advance of this hearing.

81. The structure is a matter for the Applicant and it is for them to satisfy themselves how this works. As an aside we note Mr Alfie Best has given a statement supported by a statement of truth [825 & 826]. Whilst Mr Best did not attend to give evidence for the sake of completeness we find the statement to be untrue and Mr Best as a director ought to have known the contents of his statement were untrue. It is clear from the documents produced by the Applicant that Wyldecrest Parks (Management) Ltd has been granting agreements. We were told counsel was instructed that these agreements were granted by Wyldecrest as an undisclosed agent, for presumably Best Holdings (UK) Ltd.

82. We accept it is not for us to determine the validity or otherwise of agreements however these are further examples of how the Applicant by their own actions have led itself to this situation by creating what was said to be opaqueness and a lack of transparency.

83. Whilst we have made the above findings and determination we also determine whether or not we would have found the presumption for the pitch fee should be rebutted if we are wrong in determining the notices are invalid and of no effect.

84. In so doing we remind ourselves we are considering the matters raised by the parties before us. It seems these may have been different from the way matters were put at the original hearing before this Tribunal which was overturned on appeal.

85. At paragraph 49 of the Upper Tribunal decision [898] Judge Cooke refers to the service charges. We record no argument was raised before us as to whether the existence of the separate service charge regime could rebut the statutory presumption. It may be that this is due to the service charge decision referred to previously which found such charges were not currently payable.

86. At paragraph 55 Judge Cooke [899] sets out an issue concerning those who have entered into "new" agreements with Wyldecrest and whether the increased pitch fee and the determination of the same is a matter we should have regard to. At the outset of the hearing this Tribunal invited the party to make submissions.

87. We heard limited evidence on this point. We had no evidence from the Applicant as to how the new pitch fee figures were agreed. We had some evidence from the Respondents, mainly Ms Cox, that they were presented with options (see [818]). We had no evidence as to how the pitch fee was arrived at.

88. We find that the determination of the initial pitch fee under the agreements was a matter of negotiation and agreement between the parties. On the basis of the evidence and submissions made to us we are not satisfied that the fixing of the new increased pitch fee should displace the presumption of the statutory increase. All parties were free to enter or not the agreement which granted a substantially increased term. We were not provided any evidence that the new pitch fee was disproportionately high.

89. It was suggested by the Respondents that the opaque and complex structure of the Applicants companies had resulted in distress to residents and a loss of quiet enjoyment that should rebut the presumption.

90. We heard notably from Ms Smith in her roll as Chair of the Residents Association. We note however the distress she referred to related more

to the fact she had acquired a home with only a short term remaining. She had believed she could obtain a new agreement which no longer appeared to be available to her. She readily admitted she had not taken legal advice. We heard also from Ms Cox and Ms Rivett.

91. What was apparent from the evidence was that issues concerning the structure and ownership of the Applicants companies had in fact only become a significant issue after the date of service of the pitch fee notices. Prior to then the parties had not understood the structure or the impact this may have, it appeared to have been during the course of these protracted proceedings that the structure, and the issues this caused, had become an issue.

92. It seems to this Tribunal that such matters may lead to a rebuttal of the presumption as the amenity of the site could be affected. However we were not satisfied that in respect of the two years we were empanelled to consider that we had such evidence as would rebut the presumption of an increase.

93. We have stood back and considered whether any other matters raised by the Respondents could be said to rebut the statutory presumption of an increase. We find that nothing further was raised before us such as to rebut the presumption.

94. We find that, but for the fact we have found all of the notices served invalid, we would have determined that the proposed increases in line with the appropriate Index (which was not challenged) were appropriate.

95. We have considered the question of the Tribunal fees. Mr Blakeney conceded if we determined the notices were invalid his client would not be entitled to recover the Tribunal fees. We have so found and we make no order as to the Tribunal fees.

96. We dismiss the applications for a pitch fee review.

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

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.