



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

Case References	:	CHI/19UD/PHI/2024/0070-0112
Property	:	Various homes at Beacon Hill Caravan Park, Blandford Road North, Beacon Hill, Poole, Dorset, BH16 6AB – as listed on page 2
Applicant - Site Owner	:	AR (Regency Heights) Limited
Representative	:	Knights Professional Services Mr John Clement
Respondents	:	Ms Amanda Evans Ms Jennifer Garner Mrs Brenda Biles Ms Jennifer Brown Mr & Mrs Hook Mr & Mrs Green Mr & Mrs Coleman Mr & Mrs Winfield
Representative	:	Amanda Evans (representative of those occupiers of pitches marked with an * on page 2
Type of Application	:	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
Tribunal Members	:	Regional Surveyor J Coupe FRICS Mr M Ayres FRICS Mr M Jenkinson
Date & Venue of Hearing	:	17 June 2025 Bournemouth Combined Courts, Deansleigh Road, Bournemouth, BH7 7DS
Date of Decision	:	6 August 2025

DECISION

Case reference	Property
0070	2 Camelia Close *
0071	3 Camelia Close *
0072	4 Camelia Close *
0073	5 Camelia Close *
0074	6 Camelia Close *
0075	8 Camelia Close
0076	5 Cherry Blossom Drive *
0078	10 Cherry Blossom Drive *
0079	13 Cherry Blossom Drive
0080	14 Cherry Blossom Drive *
0081	16 Cherry Blossom Drive *
0082	17 Cherry Blossom Drive *
0083	21 Cherry Blossom Drive *
0084	23 Cherry Blossom Drive *
0085	2 Magnolia Walk *
0086	5 Magnolia Walk
0087	6 Magnolia Walk *
0088	7 Magnolia Walk *
0089	8 Magnolia Walk *
0090	2 Rose Way
0091	4 Rose Way *
0092	5 Rose Way
0093	10 Rose Way
0094	13 Rose Way
0095	2 Sunflower Close *
0096	1 Jasmine Drive *
0097	4 Maple Close *
0098	5 Maple Close *
0099	1 Willows Way *
0100	2 Willows Way
0101	3 Willows Way *
0102	4 Willows Way *
0103	5 Willows Way *
0104	1 Ash Close *
0105	2 Ash Close *
0106	3 Ash Close *
0107	4 Ash Close *
0108	5 Ash Close
0109	4 Rowan Drive *
0253	6 Rowan Drive *
0110	8 Rowan Drive *
0111	10 Rowan Drive
0112	12 Rowan Drive *

Summary of Decision

The Tribunal determined that the Respondents' pitch fees for the year beginning 1 January 2024, including those Respondent's served with a late pitch fee review effective from 1 February 2024, should not be changed.

The Tribunal determined that the condition of the Park had deteriorated and the amenity had decreased, and that regard has not previously been had to such.

The Tribunal determined that the pitch fee should remain at the level of the previous year, that being £300.78 per month for each Respondent, with the exception of 8 Camelia Close and 16 Cherry Blossom Drive, who will remain at £289.98 and £289.21 per month respectively. The pitch fees will remain at this level until the next review.

The Applicant shall bear the application fee and hearing fee paid.

The reasons for the Tribunal's decision are set out below.

REASONS

Background

1. The Applicant is the owner of Beacon Hill Caravan Park, Blandford Road North, Beacon Hill, Poole, Dorset, BH16 6AB ("the Park"), now known as 'Regency Heights'. The Respondents are the owners of various mobile homes on the site, ("the properties") which they are entitled to station on a pitch ("the pitch") within the Park by virtue of an agreement under the Mobile Homes Act 1983 ("the 1983 Act"), which includes the statutory terms referred to below. There is no dispute as to the Respondents' right to occupy their pitch.
2. The Park is a protected site within the meaning of the 1983 Act. The definition, found in Part 1 of the Caravan Sites Act 1968 includes a site where a licence would be required under the Caravan Sites and Control of Development Act 1960 if the exemption of local authority sites were omitted.
3. The Applicant's predecessor and former site owner was Royale Life ("Royale"), from whom the Respondents purchased their mobile homes and with whom they each entered into a Written Agreement. It is accepted by all parties that Royale entered administration around August 2023 and that subsequently the site emerged from administration when the Applicant acquired it in or around July 2024. Although the Pitch Fee Review Notices and associated Forms were served by Royale, the matter is now being pursued by the Applicant in its capacity as the current site owner. The Applicant is represented by Mr Clement of Knights Professional Services Ltd.

4. On 30 November 2023 Royale served Pitch Fee Review Notices of the same date on each Respondent, with the exception of the occupiers of 8 Camelia Close and 2 Rose Way. The Notice was accompanied by the prescribed Form detailing the proposed new pitch fee and its calculation, payable with effect from 1 January 2024. For those properties, the Notice proposed a new pitch fee of £314.62 per month in lieu of the passing pitch fee of £300.78 per month.
5. On 20 December 2023 Royale served a Late Pitch Fee Review Notice of the same date on the Respondent occupiers of 8 Camelia Close and 2 Rose Way. The Notice was accompanied by the prescribed Form detailing the proposed new pitch fee and its calculation, payable with effect from 1 February 2024. The Notice proposed a new pitch fee of £303.32 per month in relation to 8 Camelia Close, and £314.62 per month in relation to 2 Rose Way, in lieu of passing pitch fees of £289.98 per month and £300.78 per month respectively.
6. The Applicant says that the proposed increase represents an adjustment in line with the Consumer Prices Index (“CPI”) from October 2023, that being 4.6%. The proposed monthly increases are calculated as £13.84 for all properties with the exception of 8 Camelia Close and 16 Cherry Blossom Drive, in regard of which the Applicant proposes a monthly increase of £13.34 and £13.30 respectively. No recoverable costs or relevant deductions were applied.
7. The Respondents did not agree the increased pitch fee.
8. The relevant period under consideration is 1 January 2023 to 31 December 2023. It is agreed by the parties that the Park was owned and managed by Royale from the beginning of this period until it entered into administration around August 2023. For the remainder of 2023, the site was under the control and management of the Administrators.
9. The Respondents did not agree the proposed new pitch fees and on 28 March 2024, against that background, the Applicant sought a Tribunal determination of the matter.
10. In April 2024 the Tribunal issued initial holding directions requiring the Respondents to complete a reply form indicating whether they objected to the application and, if so, to send electronically to the Applicant any witness statements or documents they sought to rely on.
11. On 26 September 2024, the Tribunal issued directions requiring the Applicant to provide a copy of the pitch fee review form and notice, and the Written Agreement in relation to each property.
12. On 15 October 2024 the Tribunal served further directions on the parties setting out a timetable for the exchange of documentation preparatory to a hearing. At paragraph 14 of the directions, the parties were advised that the Tribunal would undertake an inspection of the property immediately prior to the hearing.
13. In its directions, the Tribunal highlighted several omissions in the Pitch Fee Review Form served on the occupiers of 2 Rose Way. The parties were

invited to make representations.

14. The Tribunal were provided with a hearing bundle extending to 1717 electronic pages. The bundle included the application form PH9, pitch fee review forms and notices, Written Statements, various statements of case, email correspondence and further written and photographic evidence. References in this determination to page numbers in the bundle are indicated as [].
15. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.
16. The hearing was recorded and such stands as a record of proceedings.

The Law

17. The relevant law is set out in the Mobile Homes Act 1983 (as amended) ("the Act").
18. Section 1(1) of the Act provides as follows:
 - (1) *This Act applies to any agreement under which a person ("the occupier") is entitled –*
 - (a) *To station a mobile home on land forming part of a protected site; and*
 - (b) *To occupy the mobile home as his only or main residence.*
19. The Tribunal derives its jurisdiction to determine disputes in these matters by virtue of Section 4(1) of the Act which states as follows:
 - (1) *In relation to a protected site 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 subsection (2) to (6)
20. Under the Act, terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the Act.
21. The relevant terms for the purposes of a pitch fee review are set out at paragraphs 16-20 of that part of the Schedule. In summary, a review of a pitch fee is governed by three statutory principles:
 - i. The pitch fee can only be changed either with the agreement of the occupier or by determination by the Tribunal;
 - ii. The pitch fee shall be reviewed annually as at the review date;
 - iii. A presumption that the fee will increase or decrease in line with the variation in the Retail Price Index (now Consumer Prices

Index (“CPI”).

22. Paragraph 16 states that a pitch fee can only be changed in accordance with paragraph 17, either –
- (a) *With the agreement of the occupier, or*
 - (b) *If the appropriate judicial body, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.”*
23. Paragraph 17(4)(a) states that where the occupier does not agree to the proposed new pitch fee *“the owner [or . . . the occupier] may apply to the [appropriate judicial body] for an order under paragraph 16(b) determining the amount of the new pitch fee.”*
24. Paragraph 17(5) provides that *“An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date [but . . .] no later than three months after the review date[.”*
25. Paragraph 18 requires the Tribunal, in determining the new pitch fee, to have regard to particular factors:
- i. Any sums expended by the site owner since the last review date on improvements;
 - ii. Any deterioration in the condition and any decrease in the amenity of the site;
 - iii. Any reduction in the services provided by the site owner and any deterioration in the quality of those services;
 - iv. Any legislative changes affecting costs.

The Inspection

26. The inspection commenced at 10:00am. Present were Mr Clement - solicitor for the Applicant; Richard Palmer – Area Manager for the Applicant; and various employees of Regency Living. Mrs Evans, having left site for the hearing in Bournemouth due to a misunderstanding regarding the start time was represented at the inspection by Mr Kevin Farenden, in his capacity as Chairman of the Residents Association. Mr Farenden joined the inspection a few minutes past 10:00am. The weather was dry and bright following a prolonged period of settled weather.
27. The Chairman explained that the parties were welcome to identify any areas they wished the Tribunal to view, and to which they intended to refer during the hearing. However, the Chairman indicated that the Tribunal would not receive any evidence during the inspection, nor would the Tribunal have regard to any comments made at that time.
28. The Tribunal observed the overall condition of the Park and, in particular, of the pitches occupied by the Respondents, as highlighted by each party within their written submissions. The Tribunal did not undertake a formal survey of any part of the Park or pitch.

29. The Tribunal is mindful that the inspection took place some considerable time after the service of the Pitch Fee Review Notices and from the dates upon which the proposed new pitch fees became payable. The inspection could only reflect the condition of the Park and individual pitches as at the date of our visit, and not at any earlier point in time. Nevertheless, the Tribunal found the opportunity to view the layout, the siting of the generator – currently and previous – and the amenities of the Park to be of considerable assistance during the course of the hearing.
30. The Park is situated off Blandford Road North, some ten miles from Bournemouth and approximately four miles from Poole. The site lacks signage from the road and was only identifiable by a small marketing arrow directing to ‘Regency Heights’.
31. The site comprises approximately seventy three homes spread across Phase 1 and Phase 2, with sixteen new mobile home bases under construction within Phase 3. The latter phase was secured by high level security fencing.
32. The inspection commenced at the site entrance. Vehicular access to the site is through double electric gates, with a pedestrian gate to the side serving as a public right of way. The Tribunal observed several vehicles entering and exiting the site, with the gates being operated either remotely or via a security intercom. A security camera was mounted alongside.
33. At a distance of some eighty metres and from behind security fencing, the Tribunal observed the location of the electricity generator within Phase 3. Despite the distance, the generator was noted to emit a significant level of noise which was clearly audible to the Tribunal.
34. The Tribunal was also shown where the generator was located on Phase 1 throughout the relevant period. This original location was noted to be in close proximity to several pitches, including – but not limited to – 6 Rowan Drive and 8 Rowan Drive. The redundant area was now enclosed with timber panel fencing, some of which appeared relatively new.
35. The Tribunal observed that the site road surfaces were generally even although, in some areas, they lacked a final top-dressing. Several drainage trenches were identified, extending from individual pitches to the main site drainage system. These were resurfaced with fresh tarmac, indicating recent works. The Tribunal also observed multiple raised manhole covers and shallow kerbs across the site.
36. The Tribunal was shown the fishing club lake, where several timber pontoons (or ‘swims’) were noted to be in various states of disrepair. Timber fencing surrounding the lake was observed to be partially broken or missing in several sections. Access to some parts of the lake was restricted by hazard tape. Overall, the lake and its immediate surroundings appeared overgrown and poorly maintained.
37. Following a track away from the fishing lake the Tribunal observed an area of wasteland with piles of spoil which was largely overgrown with vegetation and gorse. Public footpaths were noted to extend from this area into the adjoining woods.

38. On the return route to the site entrance the Tribunal passed a redundant clubhouse – a substantial brick building no longer in use that had formerly served the site during its use as a touring caravan park. The Tribunal noted that this was due for demolition in readiness for a proposed new coffee hub, alongside additional mobile home pitches.
39. Returning towards the entrance of the Park, the Tribunal was shown the current coffee hub – a modest sized building providing six round tables, each capable of accommodating two to three people, along with a kitchenette and bathroom facilities. The space appeared well maintained.
40. Throughout the inspection the Tribunal paid particular attention to those homes where the occupiers in their written statements raised specific allegations of disrepair or loss of amenity. Notable issues included – but were not limited to – external blistering observed on the home at 4 Rowan Drive; recently installed drainage systems in Rose Way and Cherry Blossom Drive; and the condition of the skirting on 4 Rose Way. The Tribunal's attention was also drawn to 2 Rowan Way where, it was stated, that remedial drainage works were ongoing due to two natural springs located beneath the pitch.
41. The Tribunal observed that there were no permanent street lights on Phase 2 of the site. Instead, lighting was provided by temporary installations which included a combination of low-level bollard lights and solar-powered fixtures.
42. The Tribunal's overall impression was that the site had recently undergone considerable works of maintenance and repair, particularly in relation to greenery and open spaces, in addition to drainage infrastructure works.

The Hearing

43. The hearing was held at Bournemouth Combined Courts immediately following the inspection. The Applicant was represented by Mr Clement of Knights Professional Services Ltd, with representatives of Regency Living also in attendance. Mrs Evans (of 4 Willow Way) represented herself and those Respondents marked by an asterisk on page two. Also, in attendance were Mrs Biddles (of 17 Cherry Blossom Drive); Mr Coleman (of 5 Ash Close); Mr and Mrs Hook (of 10 Rose Way); Mr Fuller (of 13 Cherry Blossom Drive), and Mr Neville (of 2 Magnolia Walk).
44. During the hearing it became apparent that responses to the application submitted by the occupiers of 10 Rose Way and 13 Cherry Blossom Drive had not been included in the hearing bundle. Both occupiers proceeded to give oral evidence at the hearing. As the issues raised by each mirrored those previously raised by Ms Evans and other Respondents, Mr Clement proposed addressing them during the hearing.
45. Towards the end of the hearing, it also became apparent that Mrs Evans' own submissions – distinct from those she made on behalf of the group of Respondents she represented – had not been fully included in the hearing bundle.

46. Furthermore, it was apparent that the Respondents did not each receive a complete version of the bundle that was submitted to the Tribunal. Mr Clement attributed the discrepancy to data protection considerations, but confirmed that each Respondent or where represented, Mrs Evans, has been provided with a bundle containing the materials relevant to their individual pitch.
47. Following the hearing and at the request of the Tribunal, Mrs Evans forwarded to the Tribunal and to the Applicant a copy of the representations provided to the Applicant on 4 November 2024. The submissions were 72 pages in length and included correspondence marked '*Without Prejudice*'. The Tribunal has taken no account of any documents so identified. The Tribunal noted that several of Mrs Evan's documents were duplicates of those she had submitted on behalf of the Respondents she represented, and which were included within the bundle and considered at the hearing. However, some information was new material, including photographs, a letter from the Administrators and other matters which the Tribunal had not seen prior to the hearing.
48. The Tribunal considered its overriding objective under Rule 3(1) of the Tribunal Procedure Rules 2013 – to deal with cases fairly and justly – and deliberated on whether to reconvene the hearing in order to test the fresh evidence. In reaching our decision the Tribunal took into account Mr Clement's email dated 19 June 2025, in which he expressly agreed that the Tribunal could have regard to the material in question and did not indicate any requirement for a further opportunity to challenge the evidence orally. On balance, and having regard to the principles of proportionality, the resources of the parties and of Tribunal, and the fact that although some of the material may have been new to Tribunal it related to matters already before us, the Tribunal was satisfied that a reconvened hearing was not necessary in order to fairly and justly determine the matter.

Preliminary Matters

49. At the hearing Mrs Evans updated the Tribunal on the status of three of the Respondents, advising that 8 Magnolia Walk was currently being marketed for sale following the death of the occupier; that 4 Maple Close was also being marketed following the occupier vacating the property; and that 4 Ash Close had been sold. Mr Clement stated that as the proposed pitch fees remained unagreed, a determination in respect of each of these properties was still sought. The Tribunal has not received any notification from the occupiers, or from the Executors of their Estates, indicating that Mrs Evans has been dis-instructed in this matter. Accordingly, the pitch fees for each property were determined.
50. In its directions dated 15 October 2024 the Tribunal identified that the Pitch Fee Form served on the occupiers of 2 Rose Way contained several omissions, namely that there is no property address, the amount of the proposed new pitch fee is missing, and no mention is made that the review is undertaken as a late review. Representations were invited.
51. In the Applicant's Reply to the Respondents, Mr Clement accepted that the information identified by the Tribunal was omitted in the Pitch Fee Review Form for 2 Rose Way. However, Mr Clement argues that the lack of details

would not have adversely affected the occupiers of the property because the form was accompanied by a pitch fee review Notice dated 15 December 2023, addressed to Mr Mark Wingfield and Mrs Vivian Wingfield, which contained the omitted information.

52. In oral submissions, Mr Clement elaborated on the Applicant's position, submitting that a reasonable recipient, upon receiving the two documents in question, would have clearly understood that the Applicant was proposing an increase to the pitch fee, by way of a late review, and in the amount specified. Mr Clement argued that in accordance with established higher court authority such communication was sufficient to establish the validity of the notice.
53. The occupiers of 2 Rose Way did not make any representations regarding the validity of the documentation received.
54. The Tribunal: Applying the principles in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] UKHL 19 and *Mooney v Whiteland* [2023] EWCA Civ 67 the Tribunal is satisfied that a reasonable recipient upon receipt of the pitch fee review form and Notice would have understood the substance of the matter and the proposal of the Applicant. In the absence of any representations from the Respondents advancing a contrary view the Tribunal is satisfied that the pitch fee review form, accompanied by the Notice of 'Late Pitch Fee Review 2024' is valid.

The Parties' Case

55. The grounds on which the Respondents assert that the proposed pitch fee is not reasonable broadly fall into the following amalgamated categories.
 - (i) **Lack of promised facilities**
56. At the point of sale and on various subsequent occasions the Respondents state that they were verbally assured by Site Management and sales representatives of Royale that the pitch fee included access to a gym and coffee lounge, to be sited, in due course, in a newly constructed building to take the place of the original campsite clubhouse. While these facilities were awaited, residents were provided with what they termed a temporary coffee lounge, accommodating no more than twenty people. Additionally, the Respondents assert that they were informed that a swimming pool would, in due course, be built. However, to date, none of these facilities has materialised.
57. The Respondents stated that the promise of these additional amenities was a material factor in their decisions to purchase their homes and influenced their agreement to a monthly pitch fee which they now contend exceeds those charged on comparable local Parks.
58. In support of their position the Respondents referred to point of sale marketing literature provided by Royale stating '*Facilities arriving shortly: Indoor Swimming Pool. Coffee Lounge.*'
59. The Respondents further relied on a document provided by Royale titled '*Frequently Asked Questions*', which, under the heading '*Ground Rent*' stated: '*The Ground Rent is £250.00 per calendar month and is reviewed*

annually on January 1st. Ground rent includes: Sewerage; Security gates & CCTV; Estate Managers, ground staff, communal areas maintenance, grass cutting etc; Pools and bar facilities.'

60. The Respondents argued that without the promised facilities the current pitch fee is artificially inflated and unjustifiable. Mrs Evans invited the Tribunal to recalculate the base level of the pitch fee to reflect the lack of amenities, from which, future CPI adjustments could be made.
61. The Applicant refutes that either the Applicant or Royale entered into any contractual agreement with the Respondents to provide specific facilities, either as a condition of any of the occupiers' written agreements or at all, and that the Respondents are put to strict proof thereof. Furthermore, that such claims fall outside the jurisdiction of the Tribunal within this pitch fee application. The Applicant observes that the coffee hub was open to residents throughout 2023 and provided a valuable social venue.
62. The Tribunal: The Tribunal finds sufficient and consistent oral evidence from several Respondents, supported by marketing information provided by Royale, to conclude that the Respondents had reasonable expectation to believe that residents would, in due course, be provided with the facilities described. The Applicant, while denying contractual liability for the lack of these facilities, does not seek to contest that Royale provided the Respondents with the quoted marketing literature, nor that the Respondents relied on such, and the verbal assurances provided by Royale, in their decision making process.
63. However, the Tribunal also finds that, at the time the Respondents entered into their Written Agreements and agreed the pitch fee none of the disputed facilities was provided. Accordingly, the Tribunal concludes that the absence of the facilities throughout 2023 does not constitute a decrease in the amenity of the site such to displace the statutory presumption of an increase in pitch fee in line with CPI.
64. The Respondents may form the view that Royale misrepresented the nature and facilities of the Park during the sales process and, potentially, that such representations may amount to a breach of contract. The Tribunal makes no findings of fact in this regard and offers no comment on the merits, or otherwise, of any such allegation or claim. Any action arising from such matters would fall to be determined by an alternative judicial forum and lies outside of this Tribunal's jurisdiction in the context of the pitch fee review application under determination. If the Respondents seek to further this matter they should consider taking independent legal advice.
- (ii) Site drainage/flooding**
65. The Respondents contend that the site suffers from inadequate drainage provisions, resulting in repeated instances of localised flooding affecting individual pitches, access roads and pedestrian pathways. They argued that this led to progressive deterioration in the condition of the Park and a consequential loss of amenity. The Respondents further assert that the drainage issue was particularly apparent throughout 2023, especially during periods of sustained or heavy rainfall, and that the repeated flooding materially impacted the use and enjoyment of the Park and some

pitches.

66. In support of their position, Mr Fuller submitted an undated photograph of the lawn at 13 Cherry Blossom Drive, which he says *“continually flooded for the last 4/5 months this winter as a result of a soak-a-way that has been dug into my garden which has failed. I have virtually lost my lawn with the flooding”*.
67. In further support of their position, Mr Thomson of 16 Cherry Blossom Drive submitted undated photographic evidence. One image depicts a waterlogged garden immediately adjacent to his home, while another shows water pooling at the base of his property. Mr. Thompson relies on these photographs to illustrate the extent of the drainage issues affecting his pitch and, in written submissions, he refers to *“serious flood issues which have been ongoing every time it rains which Regency living are aware of, our garden area has been ruined, we are also concerned about structural damage to our property, (ie) damp.”*
68. Similar complaints were made by Mrs Evans – on behalf of the group, Mr Lafferty of 4 Rowan Drive and Ms McLean of 4 Rose Way.
69. The Respondents acknowledged that the Applicant has recently undertaken some remedial works, intended to address, or mitigate, the ongoing drainage issues, including the installation of French drains. They refer to the presence of freshly tarmacked trenches extending from individual pitches to the site’s main drainage infrastructure, which they state were installed to facilitate improved runoff of rainwater from resident’s homes, gardens and communal areas. The Respondents contend that these works were significantly overdue, have only recently commenced, and remain incomplete. Accordingly, they maintain that the drainage problems persisted throughout 2023 and were of a serious and ongoing nature during the relevant period.
70. Mr Clement denied that the condition of the drainage system deteriorated during the review period, or at any time, and put the Respondents to strict proof on the matter. Mr Clements pointed to the lack of expert evidence in support of the Respondent’s position and submitted that in the absence of such evidence the Respondents had failed to establish their case.
71. The Tribunal: The Tribunal was persuaded by the consistent and credible accounts from multiple Respondents, both in oral evidence and written submissions, which described repeated incidents of flooding affecting various pitches, access roads and pedestrian pathways throughout 2023. The coherence and uniformity of these accounts lent them significant evidential weight.
72. Whilst photographic evidence was also provided by the Respondents, the Tribunal placed limited reliance on this due to the absence of corresponding dates. Similarly, the Tribunal afforded reduced weight to the evidence of Mr Fuller on the point, whose comments appeared to relate to flooding during the winter of 2024/2025 and who did not confirm whether similar events occurred in 2023.

73. During the site inspection, Mr Palmer – Area Manager for the Applicant – identified several of the freshly tarmacked trenches extending from individual pitches towards the main site drainage system, which appeared consistent with the Respondent’s description of recent remedial works. While no evidential weight was attributed to Mr Palmer’s verbal explanation – as no formal evidence was to be adduced during the inspection – the Tribunal finds it highly probable that such works were undertaken due to drainage inadequacies, consistent with those alleged by the Respondents.
74. The Applicant was not the owner of the site during the relevant period of 2023 and provided no witness evidence contesting the Respondents’ claims of inadequate drainage during the relevant period. Accordingly, the Tribunal finds that the only evidence concerning the state of the drains during the relevant period is that submitted by the Respondents.
75. While Mr Clement acknowledged that the Applicant had carried out works, he disputed their characterisation as remedial, asserting instead that they constituted improvements. The Tribunal does not accept this distinction and finds that such works were undertaken for the purpose or remedying the issues raised by the Respondents.
76. The Tribunal also finds that the Applicant’s decision to undertake the works soon after acquiring the Park further lends support to the Respondents’ assertion that flooding was a serious and ongoing issue.
77. Having accepted the Respondents’ oral and written evidence on the point, and in the absence of any evidence from the Applicant to rebut or contradict that account, the Tribunal concluded that the site experienced significant drainage issues and localised flooding during the relevant period. The Applicant’s subsequent remedial action further supports the Tribunal’s findings that such issues were longstanding. Accordingly, the Tribunal finds that the condition of the site deteriorated during the relevant period, resulting in a material reduction in its amenity.

(iii) General lack of maintenance to lakes, paths and vacant pitches

78. The Respondents assert that during the relevant period the standard of maintenance carried out by Royale, and subsequently by the Applicant acting on behalf of the Administrators, declined markedly. They contend that pathways were neglected, vacant pitches became overgrown, and maintenance of the lake was limited to only essential tasks. Furthermore, that the timber fencing surrounding the lake and the fishermen’s swims deteriorated to such an extent that repairs were carried out by the residents fishing club. Taken together, the Respondents argued that these factors amount to a material deterioration in the condition of the Park and a corresponding reduction in amenity.
79. Mr Clement submitted that the presence of vacant pitches on a residential park of this size is entirely routine and does not, in itself, indicate any deficiency in site management. In accordance with the site rules, residents are prohibited from accessing unoccupied pitches due to safety considerations. Consequently, the Applicant maintains that there is no risk posed to residents arising from empty pitches. Moreover, the Applicant

contends that the Respondents have not adduced any substantive evidence demonstrating that the conditions complained of – including those relating to the lake – deteriorated during the relevant review period.

80. The Tribunal: During its inspection, the Tribunal observed disrepair to the lake fencing, to the fishermen's swims, and the generally unkempt condition of the lake. Although the inspection took place after the relevant review period, the nature and extent of the evident disrepair were assessed to be longstanding.
81. The Tribunal received consistent accounts from multiple Respondents, both in oral evidence and written submissions, describing deterioration in the condition of the pathways and the lake during the relevant period of 2023.
82. In the absence of any contradictory witness evidence from Royale or the Applicant, the Tribunal prefers the Respondents' evidence and finds, on the balance of probabilities, that there was a significant deterioration in the condition of the pathways and the lake during the relevant period, resulting in a reduction in the amenity of the site.

(iv) Road cleaning, maintenance, and security

83. The Respondents submit that, during the period in which the Park was actively marketed, the standard of site maintenance was consistently high. At that time, three full-time grounds staff were employed, each adequately equipped to carry out their duties. The site roads were swept on a weekly basis, communal lighting was cleaned weekly, shared areas were kept clean and orderly, vegetation was regularly trimmed, grass was mown frequently, and general repairs and maintenance were undertaken promptly. Twenty-four security was provided, seven days a week.
84. However, the Respondents state that in the months immediately preceding Royale's entry into administration in August 2023, residents observed a marked decline in the standard of maintenance. Staffing hours were reduced, maintenance equipment was removed from site, and the overall approach to repairs and maintenance shifted from proactive to reactive. Roads were no longer swept regularly, lighting was not cleaned, timber railway sleepers were left untreated, and the grass remained uncut for extended periods. In addition, security patrols were removed during Spring 2023 and from thereafter petty thefts onsite escalated.
85. The Respondents acknowledge that maintenance activities improved following the Applicant's acquisition of the Park. Nevertheless, they contend that the standard previously attained has not yet been achieved. They also stated that a noticeable increase in maintenance activity occurred just prior to the Tribunal's inspection, suggesting that such was for our benefit.
86. The Applicant asserted that during the relevant period, the Park remained an active construction site, undergoing a transformation from a touring caravan site to a Park Home site. During this time significant grounds and infrastructure works were undertaken which inevitably caused disruption. The Applicant says that Royale ensured that each Phase was kept separate in order to minimise disruption. The Applicant submitted that the ongoing

works necessitated an increased level of maintenance and security, in excess of that to be anticipated once the constructions works were complete.

87. Mr Clement stated that the Respondents adduced no evidence demonstrating the condition of the roads prior to the relevant period and noted that none of the residents appeared to have referred the matter to the Local Authority. Mr Clement said that the Park is now a modern and well-run site.
88. The Tribunal: The Tribunal is satisfied that the Respondents have established through their oral evidence and written submissions that the condition of the Park deteriorated in the months immediately preceding Royal's entry into administration and in the immediate subsequent period during which the Applicant managed the site on behalf of the Administrators. The Tribunal is satisfied that the deterioration resulted in a decrease in the amenity of the site. The Tribunal finds that the Respondent's evidence was consistent and mutually corroborative, with each resident confirming the evidence of the other.
89. While the Tribunal accepts Mr Clement's submissions that maintenance activity likely increased during the peak of the construction works, we find that the subsequent decline in the condition of the site cannot be wholly attributed to such works. On the balance of probabilities, the deterioration was also likely to have been materially influenced by Royale's entry into administration, during which time all but the most essential maintenance activities appear to have been suspended or significantly reduced.
90. The Tribunal finds that although conditions at the Park improved since it emerged from administration, such improvements did not take effect until after the relevant pitch fee review period.

(v) Site Lighting

91. The Respondents described the standard of communal lighting as inadequate. They contended that the low-level bollard lights and solar-powered fixtures across Phase 2 are unreliable and fail to provide adequate illumination, particularly during the winter months and in adverse weather conditions. They stated that the lack of adequate lighting posed a risk to residents' safety and contributed to a general lack of amenity. In support, the Respondents referred to an alleged incident in which a resident was clipped by an electric car which they attributed to poor visibility caused by insufficient lighting.
92. In response, the Applicant submitted that site lighting is sufficient, fit for purpose and meets the requirements of Condition 5 of the Site Licence. While acknowledging that some fixtures are temporary in nature, the Applicant argued that such does not amount to a deterioration in site condition or a reduction in amenity. Mr Clement further contended that as Phase 2 previously had no lighting, the provision of temporary lighting could not be deemed a deterioration or decline. Mr Clement suggested that the Respondents' concerns would be appropriately addressed under the Licensing scheme.

93. The Tribunal: During the site inspection the Tribunal noted the absence of permanent street lighting and the presence of temporary solar fixtures and low-level lighting as described. These installations appeared to the Tribunal to provide basic illumination along some pathways and communal areas. However, the Tribunal also noted that the temporary lighting, by its nature, lacked the robustness and structural integrity of permanent installations. Additionally, the Tribunal considered that their effectiveness in low-light conditions may be limited due to their reliance on solar energy. The overall lighting arrangement suggested to the Tribunal an interim solution pending the installation of a more permanent system.
94. Having carefully considered the totality of the evidence the Tribunal prefers the position advanced by the Applicant. Whilst Phase 2 lighting may reasonably be described as temporary in nature the Tribunal is not satisfied, on the balance of probability, that this gives a rise to either a deterioration in condition of the Park or a material reduction in amenity. The Respondent's concerns regarding safety and visibility are noted; however, the Tribunal finds that the evidence adduced was insufficient to establish a link between the alleged inadequacy of lighting and any specific incident or demonstrable decline in amenity. In the absence of more compelling evidence the Tribunal finds that the standard of lighting in Phase 2, while perhaps not ideal does not amount to a deterioration in condition or amenity decline for the purpose of this pitch fee review.
- (vi) Maintenance of the site entrance gate**
95. The Respondents alleged that the electronic entrance gates malfunctioned on multiple occasions during 2023, resulting in the gates being left open for extended periods of time. On occasion, members of the public gained access to the Park and reports of petty theft increased. The Respondents state that the site owner repeatedly failed to repair the gates in a timely manner.
96. Mr Clement stated that during the relevant period new homes on the Park were being actively marketed which necessitated leaving the entrance gates open for visitors. Mr Clement said that the gates were closed at night for the security and privacy of residents. While acknowledging that on occasion the gates malfunctioned, Mr Clement stated that any such failures were addressed promptly, with repairs carried out either by the Applicant or the previous owner in a timely manner.
97. The Tribunal: At the time of the Tribunal's inspection the electronic gates were operational, and the adjacent pedestrian gate closed. However, the Tribunal received consistent and credible accounts from multiple occupiers – both in written statements and oral evidence – indicating that the gates malfunctioned on numerous occasions throughout 2023, that Royale failed to effect repairs in a timely manner and that, during such time, reports of unauthorised individuals onsite and thefts on the Park increased.
98. While the Tribunal accepts that the Applicant, as current site owner, responded promptly to reports of malfunction, such remedial action occurred in 2025 and therefore falls outside the scope of this application.

Moreover, in the absence of any documentary or witness evidence from either the Applicant, or Royale, addressing the condition or operation of the gates during 2023, the Tribunal prefers the consistent evidence of the Respondents. Accordingly, the Tribunal finds that the failure to maintain in good working order the site entrance gates amounted to a deterioration in amenity during the relevant period.

(vii) Electricity generator

99. The Respondents stated that the electricity supply to homes within Phase 2, throughout the relevant period, was provided by a generator which was situated in close proximity to several homes. Multiple Respondents, through written and oral evidence, described the generator as a temporary and imperfect solution, implemented while Phase 2 awaited connection to the mains electricity supply – an infrastructure already serving Phase 1. Operation of the generator, they said, caused significant noise disturbance to residents, whilst also emitting noxious fumes, both of which materially interfered with residents’ quiet enjoyment of their homes and reasonable use of outdoor space.
100. The Respondents stated that assurances were given by Royale and by the Administrators that mains connection would be completed during 2023. However, as of the date of the Tribunal’s inspection, some two years later, the occupiers of homes on Phase 2 continue to receive electricity via a generator, albeit that the generator has recently been relocated to Phase 3.
101. The Respondents stated that during periods of regular scheduled maintenance, the generator was switched off, leaving the residents without any electricity supply.
102. The Applicant asserts that any noise from the generator has been mitigated – first by enclosing it in timber fencing and later by relocating it to Phase 3. They maintain that while electricity provision is the site owner’s responsibility, the occupiers’ agreements do not prohibit generator use. Furthermore, Mr Clement stated that there is no evidence that Royale presented the generator as a temporary measure. Mr Clement also argued that, as the generator was the sole power source for Phase 2 when the Respondents arrived, its continued use does not constitute a decrease in the amenity of the Park.
103. The Tribunal: It is accepted that throughout the relevant review period, and up to the present, electricity is provided to the Respondent’s home by a generator.
104. During its inspection, the Tribunal observed the generator’s former location near homes on Rowan Drive. While mitigation measures were implemented in 2024/2025 – including enclosure and subsequent relocation – the Tribunal finds that, in 2023, the generator’s proximity to homes and the noise and fumes emitted would have caused significant disturbance to residents, adversely affecting their daily lives and peaceful enjoyment of their homes.
105. Moreover, the Tribunal finds that the mitigation measure effected, were implemented by the Applicant beyond 2023 and that the generator was only relocated to Phase 3 some twelve months thereafter.

106. The Applicant did not dispute that the Respondents' electricity supply in 2023 and beyond was regularly interrupted for generator servicing. The Tribunal accepts the Respondents oral evidence on the point and finds that these disruptions caused material inconvenience and loss of amenity throughout the review period.
107. The Tribunal finds that continued reliance on the generator throughout 2023 adversely affected Respondents in Phase 2. We accept their oral evidence of complaints to the former site owner regarding noise, fumes and supply interruptions. Having considered all evidence, the Tribunal finds that the generator's operation during the relevant period amounted to a material decline in amenity.
108. The Tribunal rejects Mr Clement's claim that no reduction in amenity occurred due to unchanged generator circumstances. While the Respondent's initial tolerance of the generator may have been reasonable, the prolonged disruption caused by noise and fumes supports a finding that, over time, their amenity diminished.
109. The Tribunal notes that homes on Phase 1 were connected to mains electricity and considers it improbable that the long-term intention for Phase 2 was to rely permanently on a generator.
110. The Tribunal finds that while the greatest impact from the generator's operation was likely experienced by those residents whose homes were situated closest to its original location – particularly in relation to noise and fumes - all residents of Phase 2 were affected to some extent. In particular, the Tribunal accepts that the periodic cessation of power during scheduled maintenance, coupled with the noise disturbance, constituted a broader inconvenience that diminished the amenity of Phase 2 throughout the relevant period.

(viii) Site Licence

111. The Respondents contend that ongoing uncertainty regarding the scope of the Site Licence and the number of authorised homes is causing residents concern and hindering property sales. Mrs Bell (12 Rowan Drive) specifically claimed that her pitch is not included in the Site Licence. A suggestion was made that unlicensed pitches should not be subject to pitch fees.
112. During the hearing Mr Clement apologised for the omission of the Site Licence from the hearing bundle and provided hard copies of a Site Licence Transfer dated 16 July 2024.
113. The Tribunal: The Tribunal is satisfied that as each Respondent occupies a pitch subject to a pitch fee agreement, that we have jurisdiction under the Mobile Homes Act 1983 (as amended) to determine the pitch fee payable. Matters concerning the planning permission status or Site Licence fall outside of the Tribunal's jurisdiction in this particular matter.

General Defects

114. Mrs McClean (4 Rose Way) and Mr Lafferty (4 Rowan Drive) raised concerns regarding alleged structural defects in their homes, including issues with brick skirting, ventilation bricks, and blistering of the external

surface. The Tribunal inspected both properties from the pavement and observed the blistering on Mr Lafferty's home. The alleged defects to Mrs McClean's home were less evident. Both Respondents stated that they had sought resolution from the original site owner and from the Applicant but were referred to the manufacturer, which has since entered administration. The Tribunal finds that these issues fall outside the scope of the present pitch fee review and are more appropriately addressed in an alternative judicial forum.

The Applicant

115. The Applicant seeks an increase in pitch fee in accordance with statute, aligned with the correct CPI. The Applicant disputed the Respondents' allegations of site deterioration and a decrease in site amenity during the review period of 1 January 2023 to 31 December 2023.
116. The Applicant relies upon Implied term 20(A1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended) which gives rise to the presumption that the pitch fee shall increase or decrease by a percentage equivalent to the CPI adjustment, calculated by reference 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, unless this would be unreasonable having regard to paragraph 18(1) of the Act. In this instance, the CPI adjustment is said to be 4.6%, the Applicant having applied the index for October 2023.
117. The Applicant asserts that the Respondents have failed to provide valid reasons to challenge the statutory presumption in favour of an increase in pitch fee in accordance with the CPI.
118. Although the Applicant denied any decline in the site condition, amenity, or service quality during the review period, they submitted that, if the Tribunal finds in favour of the Respondents on such points, it should consider that the period fell under the previous site owner's control.
119. The Applicant also submitted that any adverse findings should be weighed against the improvements made to the Park since its acquisition in 2024 - including generator relocation, enhanced maintenance of communal areas, and drainage and flood mitigation works – and accordingly invited the Tribunal to consider the expenditure on these post-review enhancements as offsetting any negative factors arising during the review period.

Further Findings of Fact and Determination

120. On 30 November 2023 the Applicant served pitch fee review Notices and the prescribed form on each Respondent, with the exception of the occupiers of 8 Camelia Close and 2 Rose Way, effective from 1 January 2024. Notices and forms were served on the Applicants of 8 Camelia Close and 2 Rose Way and on 15 December 2023, by way of a late review, effective from 1 February 2024. The Tribunal finds that the Applicant was entitled to do so.

121. The Applicant proposed an increase in pitch fee in accordance with the percentage increase in the CPI. The Mobile Homes (Pitch Fees) Act 2023 changed the basis for calculating the pitch fees for park homes in England and Wales from the Retail Price Index to the Consumer Price Inflation index with effect from 2 July 2023. The Tribunal finds that the Applicant was correct in adopting the CPI methodology at the pertinent date.
122. The Tribunal finds that the Applicant adopted the correct CPI percentage of 4.6%, that being the October 2023 figure published on 15 November 2023.
123. The Tribunal is satisfied that the Applicant complied with the procedural requirements of paragraph 17 of Part 1 of Schedule 1 of the 1983 Act in this matter and that, with the exception of 2 Rose Way – addressed at paragraph 54 of this decision - the Notices and pitch fee review forms served on the Respondents included all the required information.
124. The Tribunal finds that the Respondents do not dispute the validity of the Notice served on each of them.
125. The Tribunal now considers whether the proposed increase in pitch fee is reasonable, regardless of the inherent reasonableness of the sum payable.
126. The Tribunal reminds itself that paragraph 18(1) of the Act requires the Tribunal to determine whether there has been any deterioration in the condition or decrease in the amenity of the site or any adjoining land which is either occupied or controlled by the site owner, or whether there has been any reduction in the services provided by the site owner or any deterioration in the quality of those services. Additionally, whether any other weighty factors displace the statutory presumption in favour of an inflationary increase in the pitch fees calculate din accordance with the CPI.
127. The Tribunal is not assessing the reasonableness of the original agreement made by the parties or their predecessors.
128. The Tribunal rejects Mr Clement’s submission that certain facilities – such as drainage, the lake, and adjoining structures – were already in disrepair prior to the 2023 pitch fee review. Where deterioration, and loss of amenity, has been found, the Tribunal is satisfied that the evidence shows a decline during the 2023 review period, which has not previously been accounted for.
129. Accordingly, for the reasons set out in paragraphs 56-110, the Tribunal finds that it would be unreasonable to apply the statutory presumption in favour of a pitch fee increase in CPI on the grounds of deterioration in the condition of the site, leading to a loss of amenity, during the period 1 January 2023 to 31 December 2023. The Tribunal is satisfied that neither the deterioration nor the loss of amenity found by this Tribunal had been taken into account in previous pitch fee reviews. Consequently, the Tribunal concluded that the statutory presumption is displaced.

130. Irrespective that the Tribunal found that the statutory presumption had been rebutted, for completeness, the Tribunal records that it did not find there to be any other weighty factors which would rebut the CPI presumption if it had arisen.
131. The Tribunal now turns its focus to determining what, if any, increase in pitch fee is appropriate under the circumstances.
132. The monthly quantum of the proposed pitch fee is £13.84 for each Respondent, with the exception of 8 Camelia Close and 16 Cherry Blossom Drive where the proposed pitch fee increases are £13.34 and £13.30 per month respectively.
133. The Applicant contended that they had invested substantial sums improving and enhancing the site since its acquisition. However, the Tribunal does not accept Mr Clement's argument that the Applicant's expenditure on rectifying serious site defects constitutes 'improvements'. Rather, such works represent the minimum standard of maintenance and amenity to which the homeowners are entitled. Furthermore, such expenditure was incurred outside of the relevant period.
134. The Applicant also submitted that the site owner's operating costs likely increased over the relevant period, notwithstanding the absence of any evidence of such.
135. The Tribunal found both deterioration in the condition of the Park and a corresponding loss of amenity during the relevant period. These findings were based on accepted evidence regarding the reduction of groundmen's hours, a reduction in maintenance, the loss of equipment and tools, fewer management employees on site, a reduction in security patrols, and similar. All of which lead the Tribunal to conclude that the site owner's operating costs actually significantly reduced, not increased, during the relevant period.
136. In accordance with the guidance provided by the Deputy Chamber President, Martin Rodger KC, in the Upper Tribunal determination in *Southern Country Parks Limited v Bird and others* [2025] UKUT 00018 (LC) the Tribunal considered whether, if the challenge had been made in a year when inflation was nominal, would we have considered that a reduction of circa. £13.00 per month in the pitch fee was reasonable to reflect the deterioration in condition and loss of amenity established. Having considered the matter carefully, the Tribunal concluded that a £13.00 per month reduction did reasonably reflect the deficiencies found.
137. The Tribunal also carefully considered whether it was appropriate to leave the pitch fee at its current level, or whether to reduce or increase the pitch fee but by an amount lower than CPI.
138. The Tribunal takes into account that a lack of change in pitch fee, or a determination less than CPI, will also impact on the Applicant's earnings year on year, unless a greater increase occurs in subsequent years to reflect improvements.

139. Having carefully considered the evidence and the Tribunal's findings of fact, we determined, pursuant to paragraph 16(b) of the Act that it is not reasonable for the pitch fee to be changed. The Tribunal again concluded that in light of the extent of deterioration and the loss of amenity, no increase is appropriate.
140. The Applicant invited the Tribunal, should it find in favour of the Respondents in the matter of deterioration or loss of amenity, to offset any loss against the improvements made by the Applicant since its acquisition of the site in 2024. For the following reasons, the Tribunal declined to do so.
141. The Tribunal considers that the works described do not constitute improvements but, instead, are considered repair, maintenance and remedial works necessary to rectify site deficiencies. The works carried out by the Applicant were not undertaken within the review year in question and did nothing to mitigate the adverse impact experienced at the time. Moreover, the improvements cited by the Applicant – such as the relocation of the generator and the drainage works – do not negate the fact that during 2023, the Park experienced a marked decline in amenity and maintenance standards, as evidenced by the consistent and credible evidence of the Respondents.
142. Should the Applicant wish to address the improvements point within subsequent pitch fee reviews, it will be open to them to do so. In the event that such reviews remain unagreed, a future Tribunal may consider the matter afresh at that time.

The effect of the above determinations and the pitch fees

143. Having considered the evidence and submissions presented, the Tribunal is satisfied that it is not reasonable to change the Respondents' pitch fees with effect from 1 January 2024, nor for those Respondents with late pitch fee reviews effective from 1 February 2024.
144. Which brings the Tribunal to the final disputed matter, that being the current pitch fees.
145. The Respondents argued that the amounts stated in the pitch fee review forms were inaccurate, as they failed to account for a reduction previously applied by Royale as a goodwill gesture in recognition of ongoing disruption.
146. The Applicant stated that the current pitch fees were correctly set out in the pitch fee review forms and the Notices served on each Respondent, that being £300.78 per month, with the exception of 8 Camelia Close and 16 Cherry Blossom Drive which pay £289.98 per month and £289.21 per month respectively.
147. Mr Clement stated that the credit applied to each account by Royale reflected a gesture of goodwill for that period only.
148. Documentation relevant to the issue was not included in the bundle before the Tribunal. As the matter was crucial to the determination of this pitch

fee review, the Tribunal directed that copies of the previous pitch fee review forms and copies of any correspondence relating to any reduction in the pitch fee be provided.

149. On 18 June 2025 Mrs Evans submitted copies of several documents including a Notice of Pitch Fee Review dated 1 December 2022, served by Royale on the occupiers of 5 Willows Way. The letter explains that the pitch fee review date is 1 January 2023 and that Royale proposed increasing the pitch fee in accordance with the RPI of 14.2%.
150. The letter proceeds to explain that while the proposed pitch fee is £3,609.36 for the year – equating to £300.78 per month – Royale would apply a credit of 4.1% per month to the amount payable as a gesture of goodwill. The paragraph concludes *“Your pitch fee amount for 2023 is £3,609.36 and any future changes to your pitch fees will be based on this value.”*
151. The Tribunal is satisfied that the Notice of Pitch fee Review 2023, served by Royale on 1 December 2022, is unambiguous. The proposed pitch fee was £3,609.36 to which a credit of 4.1% would be applied. However, any future pitch fee review would be based on the figure of £3,609.36. Therefore, the Tribunal finds that the amounts included by the Applicant in the current Notices are correct.
152. Accordingly, the pitch fees will remain at £300.78 per month for each Respondent, with the exception of 8 Camelia Close which will remain at £289.98 per month and 16 Cherry Blossom Drive which will remain at £289.21 per month. The pitch fees will remain at this level until the next review.
153. For the avoidance of doubt, the pitch fees determined will apply to all Respondents irrespective of whether they were represented in this matter or whether they made any written submissions.
154. The pitch fee for each relevant pitch effective 1 January 2024, and for those effective from 1 February 2024, therefore, remain unchanged. The amounts are set out in Table 1.

Costs/Fees

155. Mr Clement confirmed that the Applicant does not seek reimbursement of either the application fees or hearing fee. Accordingly, those fees shall be borne by the Applicant.

TABLE 1

	Monthly Pitch Fee
2 Camelia Close	£300.78
3 Camelia Close	£300.78
4 Camelia Close	£300.78
5 Camelia Close	£300.78
6 Camelia Close	£300.78
8 Camelia Close	£289.98
5 Cherry Blossom Drive	£300.78
10 Cherry Blossom Drive	£300.78
13 Cherry Blossom Drive	£300.78
14 Cherry Blossom Drive	£300.78
16 Cherry Blossom Drive	£289.21
17 Cherry Blossom Drive	£300.78
21 Cherry Blossom Drive	£300.78
23 Cherry Blossom Drive	£300.78
2 Magnolia Walk	£300.78
5 Magnolia Walk	£300.78
6 Magnolia Walk	£300.78
7 Magnolia Walk	£300.78
8 Magnolia Walk	£300.78
2 Rose Way	£300.78
4 Rose Way	£300.78
5 Rose Way	£300.78
10 Rose Way	£300.78
13 Rose Way	£300.78
2 Sunflower Close	£300.78
1 Jasmine Drive	£300.78
4 Maple Close	£300.78
5 Maple Close	£300.78
1 Willows Way	£300.78
2 Willows Way	£300.78
3 Willows Way	£300.78
4 Willows Way	£300.78
5 Willows Way	£300.78
1 Ash Close	£300.78
2 Ash Close	£300.78
3 Ash Close	£300.78
4 Ash Close	£300.78
5 Ash Close	£300.78
4 Rowan Drive	£300.78
6 Rowan Drive	£300.78
8 Rowan Drive	£300.78
10 Rowan Drive	£300.78
12 Rowan Drive	£300.78

RIGHTS OF APPEAL

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