



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

Case References	:	HAV/24UL/PHC/2025/0600
Property	:	Various homes at Brookside Park, 121 Hawley Lane, Farnborough, GU14 9AY
Applicants	:	Brookside Park Residents – listed on page 2
Representative	:	Ms Sharon Spence
Respondent	:	Farnborough Caravan Sites Ltd
Representative	:	Knights Professional Services Mr John Clement
Type of Application	:	Application by an occupier of a park home for a determination of any question arising under the Mobile Homes Act 1983 (as amended) or agreement to which it applies.
Tribunal Members	:	Regional Surveyor J Coupe FRICS Mr M.J.F. Donaldson FRICS
Date & Venue of Hearing	:	10 June 2025 Havant Justice Centre, Havant, PO9 2AL
Date of Decision	:	29 September 2025

DECISION

Schedule of Applicants

4	Karen Mecklenburgh
13	Sarah Richardson
14	Sharon Spence
15	Jan Pearson
17	Lisa Rose
19	Chris Spence
20	Elaine Cairncross
22	Helen Doody
23	Sandra Marshall-Deane
24	Colin Haggett
28	David Kemp
32	Donna Rendell
33	Frances Short
34	Julie Udall
35	Janie Rawes
36	Nick Molloy
38	Paula Averill
42	Carol Morgan
45	Jackie Bishop
46	Richard Rance
47	Pat Dean
49	Viv Bilson
50	Graham Whittle
51	Andy Hastings
52A	P Atkinson
52B	Peter Marty
53	David Stevens
54	Alan Vallance
57	Linda Tomkins
60	Patricia Crane
61	Michelle Higham
65	Archie Reid
66	Patricia Hayward
67	Kim Pym

REASONS

Background

1. The Applicants are the owners of various mobile homes on the park home site known as Brookside Park, 121 Hawley Lane, Farnborough, GU14 9AY (“the Park”). The Applicants are each entitled to station their mobile home 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 Applicants’ right to occupy their pitch. The Applicants are collectively represented in these proceedings by Mrs Spence – occupier of 14 Brookside Park.

2. The Respondent is the registered owner of the Park and is represented in these proceedings by Mr Clement, Knights Professional Services.
3. 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.
4. There are currently sixty nine occupied park homes on the Park, including those owned by the Applicants.
5. The Applicants seek a determination in relation to water charges levied by the Respondent. The application was received on 19 December 2024.
6. The Respondent is a water ‘re-seller’, defined by Article 5 of the Water Resale Order 2006 (“the 2006 Order”) as any person who is not a water undertaker but who provides, from water supplied to it by a water undertaker, a supply of piped water to the resident of a dwelling. In its guide to water resale the water regulator, Office of Water Services (“OFWAT”), describes a “re-seller” as someone who charges domestic tenants or others for water which they receive from a water company.
7. The effect of Article 6 of the 2006 Order is that, with the exception of a nominal administration charge in the region of £5.00 per year per home, the water re-seller may not charge more for the water it supplies to domestic purchasers than the amount it is charged by its own supplier.
8. In this matter, there is no dispute that the terms implied by Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended) (“the 1983 Act”) apply. In regard to charges for utilities the implied terms provide that the occupier must:

“Pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner.”
9. On 10 April 2025 the Tribunal served directions on the parties setting out a timetable for the exchange of documentation preparatory to a hearing on 10 June 2025. At paragraph 12 of the directions the parties were advised that the Tribunal would not undertake an inspection of the property unless either party requested one by the date upon which the hearing bundle was due. No request was made.
10. The Tribunal was provided with a hearing bundle comprising 206 electronic pages. The bundle included the PH3 application form, background correspondence and a chronology of events, Tribunal Directions, the parties’ Statements of Case, witness statements, the Site Licence, additional evidence and photographs relied upon, the Respondent’s water bills and associated calculations, supporting documentation, and the OFWAT Guide to Water Resale.
11. References in this determination to page numbers in the bundle are indicated as [].

12. 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.
13. The hearing was audio recorded, and the recording serves as the official record of the proceedings.

The Law

14. The relevant law is set out at section 4(1) of the Mobile Homes Act 1983 (as amended) ("the Act"):
 - (1) *In relation to a protected Site in England [or in Wales], a Tribunal has jurisdiction -*
 - (a) *To determine any question arising under this Act or any agreement to which it applies; and*
 - (b) *To entertain any proceedings brought under this Act or any such agreement, subject to subsections (2) to (6).*
15. 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.
16. The Tribunal's jurisdiction is limited to determining questions arising under the Act or any relevant agreement, which may necessitate interpreting the provisions of such agreement. Enforcement of any obligations arising under the Act or agreement is a matter for the County Court.

The questions on which the Applicants seek a determination:

17.
 - i. The Applicants should not be paying for long term water leaks and/or the increased costs in the water due to water leaks on the Site, which the Respondent should bear the responsibility for.
 - ii. Whether the Respondent can backdate charges for water costs for a period of time (the period of time to be determined).
 - iii. The Tribunal has jurisdiction to determine the matter under the Water Resale Order 2006 and any reduction in the water charges to be paid by the Applicants in line with OFWAT.
 - iv. Any overpayments made or levied by the Respondent will be refunded to the Applicants, with interest added to the sums due (to be determined by the Tribunal).
 - v. The water charges are to be paid on a quarterly basis and are to be calculated when the water invoices are provided by the utility company.

The Hearing

18. The hearing was held at Havant Justice Centre. The Applicants were represented by Mrs Spence, occupier of 14 Brookside Park. The Respondent was represented by Mr Clement of Knights Professional Services Ltd. Witness evidence was given by Mrs Julie Udall and Mrs Carol Morgan – residents of the Park – for the Applicants, and by Mr Simon Howard – Director of the Respondent company – for the Respondent. A number of residents attended the hearing, and a small number of them made additional points or provided information during the course of the proceedings.
19. Following the hearing, and at the Tribunal's request, the Respondent submitted revised spreadsheet calculations correcting minor mathematical errors identified during proceedings. The Applicants subsequently provided comments on the revised figures. Any submissions from either party that exceeded the scope of the Tribunal's invitation were disregarded, as they fell outside the parameters set for post-hearing clarification.
20. On 12 June 2025, the Applicants sought permission to adduce fresh evidence – specifically, a letter served by the Respondent on the same date, two days after the hearing – concerning revised monthly water charges effective from 1 July 2025. Permission is refused. The letter pertains to future charges and does not relate to the period under consideration in this determination.

The evidence of the parties

21. The Applicants raise five issues in their application and supporting documents. The Tribunal addresses each in turn.

Issue 1 – The Applicants should not be paying for long term water leaks and/or the increased costs in the water due to water leaks on the site, which the Respondent should bear the responsibility for.

22. The Applicants dispute their liability for the water charges levied by the Respondent on the grounds that the site allegedly experienced long-term water leakage which, they contend, resulted in inflated costs which did not accurately reflect the actual water consumption of the residents. They submit that the Respondent ought to bear responsibility for the costs incurred as a result of the water lost through leakage.
23. In support of their position the Applicant's relied upon their analysis of the water charges levied by South East Water between the periods December 2021 and April 2025, with particular reference to the costs incurred between December 2021 and May 2023, which ranged from approximately £1,250.72 to £2,349.67 per billing period. [70-71]
24. The Applicants submitted in evidence a letter from the Respondents to the residents dated 10 March 2023 [23] which acknowledges that a water leak was reported to the Respondents on 6 February 2023 and was "immediately attended to that very same day and was fixed by the next

day”.

25. The Applicant’s spreadsheet [70] indicates that a ‘main leak’ was repaired between the billing periods of 19 April 2023/19 May 2023 to 19 May 2023 to 22 June 2023, when billing costs reduced from £1,838.00 to £1,223.61.
26. The subsequent billing period costs reduced to £832.40. Thereafter, monthly costs varied between £791.04 and £1,419.85.
27. The Applicants relied on witness evidence from Mrs Julie Udal of No. 34 Brookside Park, who has been a resident of the Park since May 2000. Mrs Udal stated that the water pressure to her home has been consistently low since she moved in. In December 2022, Mrs Udal reported a suspected water leak near No. 40 Brookside Park, following which a site maintenance employee of the Respondent turned off the water supply to that property.
28. On 7 February 2023, Mrs Udal reported a further suspected water leak, this time within her own garden. Upon investigation by the same site maintenance employee, two splits were found in the water pipe. A temporary repair was carried out overnight, with a full repair completed the following day. The employee informed Mrs Udal that the main stopcock to the park had not been fully opened. Following this incident, her water pressure improved.
29. The Applicants second witness, Mrs Carol Morgan of No. 42 Brookside Park gave oral evidence that when she moved into the Park in 2012 the water pressure was reasonable, but by 2018 it had become very low. Mrs Morgan stated that following the repairs in 2023 described by Mrs Udal, including the full opening of a water valve, the water pressure to her property improved.
30. The Applicants contend that, under the terms of the 2006 Order, they are not liable for the cost of water lost through leakage, nor are they required to contribute to the repair or maintenance of the Respondent’s water infrastructure.
31. Accordingly, the Applicants seek a determination that the costs incurred as a result of water lost through leakage are not recoverable from them in their capacity as water purchasers.

The Respondent

32. Witness evidence was given by Mr Simon Howard, Director of the Respondent.
33. The Respondent asserts that under paragraph 21(b) of the statutory implied terms each Applicant is contractually obliged to pay for utilities and services supplied by the site owner, including water.
34. The Respondent accepts that as a recognised reseller of water - within the meaning of the 2006 Order - the Respondent is required to charge residents in accordance with that Order and the current OFWAT Guidance. Given that none of the park homes are individually metered, water costs are apportioned equally across the 69 occupied homes, in accordance with OFWAT guidance. The Respondent – who does not

consume water on site – does not contribute to these charges.

35. The Respondent asserts that there is no legal or regulatory basis to exclude the cost of water lost through leaks from the residents' liability.
36. Furthermore, while acknowledging that some leaks had occurred, Mr Howard stated that, once reported, these were promptly repaired, and that none were considered significant. Mr Howard also stated that a specialist water leakage survey - the date of which he could not recall – had identified no water leaks across the entirety of the Park. Concurrent to the survey, and to enable future isolation of pipework, Mr Howard stated that valves were set into the main supply pipe.
37. Mr Howard stated that the site is routinely inspected for maintenance purposes, and that residents are able to report suspected water leaks either by email or telephone, which are responded to promptly.
38. Mr Howard acknowledged that the breakdown of water invoices – as analysed by both the Applicant and the Respondent – showed a marked decline in water consumption, and consequently in costs incurred, from around May/June 2023. He attributed this reduction to residents returning to work and everyday activities off-site following the Covid-19 lockdown, rather than to the repairs carried out in February 2023.
39. Additionally, Mr Howard reminded the Tribunal that the Respondent is bound by its Site Licence - issued by Rushmoor Borough Council - to maintain the water infrastructure on the Park. Mr Howard stated that the Council has not alleged any breach of this obligation on their part.

The Tribunal

40. The Tribunal finds that the Applicants are contractually liable to pay for water supplied by the Respondent, pursuant to the implied terms of their pitch agreements under the Mobile Homes Act 1983.
41. The relevant guidance with regards to the resale of water by the Respondent to the Applicants is the OFWAT Guide to Water Resale published in March 2020.
42. Under the 'Frequently asked questions' section of 'A Guide to Water Resale [196] and in regard to water leaks on site, the guide states "Your reseller is normally responsible for fixing leaks on the site's pipework..." The guidance continues with advice that "maintenance costs for water or sewerage pipework, for example to fix leaks, are not covered by the Water Resale Order." It is accepted that the Respondent admitted responsibility for repairing the pipework, as evidenced in February 2023.
43. Having carefully considered the evidence in its totality, the Tribunal finds no legal or regulatory basis to exclude the cost of water lost through leakage from the Applicant's' liability. It is noted that the Respondent's position is that such costs are negligible.
44. The Tribunal considered the Applicants' claim that increased water charges were caused by the Respondent's failure to maintain infrastructure. However, the Tribunal does not find sufficient evidence to

support this assertion.

45. The Respondent has outlined its procedures for maintaining water infrastructure and monitoring water leaks within the Park, including commissioning a specialist leak detection survey, which returned negative results. The Tribunal heard evidence of a clear reporting mechanism for residents to notify suspected leaks, and accepts that in at least one instance - February 2023 - prompt remedial action was taken, as acknowledged by the Applicants.
46. Accordingly, the Tribunal is satisfied that the Respondent has demonstrated its procedure in regard to monitoring the infrastructure, maintaining a reporting system, and undertaking timely repairs when notified of a leak.
47. The Tribunal finds that the methodology adopted by the Respondent to divide the water charges, or estimated water charges, invoiced by the water supplier is in accordance with the OFWAT guidance. The guidance states that the maximum charge which can be recovered is a share of the water consumed and a share of the standing charge. The Applicant has opted to divide the cost of the water consumed equally between each pitch, a methodology consistent with that included within the OFWAT guidance.
48. The Tribunal notes that the core issue is whether any part of the water charges reflects water lost due to the Respondent's alleged failure to repair infrastructure in a timely manner.
49. It is agreed that water leaks occurred and were repaired, including the February 2023 incident. However, the Applicant's evidence regarding the timing and impact of repairs is inconsistent.
50. While the Applicants claim that repairs in February 2023 led to reduced consumption and improved pressure, South East Water invoices show continued high usage until the billing period of 19 May to 22 June 2023, and further high readings in occasional subsequent billing periods.
51. The Tribunal finds that although water pressure may have improved following the February 2023 works, the cause may equally be the re-opening of a pressure valve, and not necessarily the repair alone.
52. The Tribunal is not persuaded that any increase in water charges during the relevant period was caused by the Respondent's failure to maintain or repair the infrastructure.
53. Accordingly, having considered the evidence in its entirety, including the corrected post-hearing calculations, the Tribunal finds no sufficiently persuasive evidence that any increase in water costs during the relevant period was attributable to leakages in the site's water supply pipes nor that any increased cost is as a result of the Respondents' failure to maintain or repair the water supply infrastructure within a reasonable period of time.
54. The issue concerning water Purchasers who no longer reside on site or who became residents during the relevant period falls outside the scope of this application. Nevertheless, the Tribunal refers the parties to the guidance

accompanying the 2006 Order, which provides that Resellers must charge Purchasers only for the period during which they had the right to occupy the property. As no specific evidence was presented on this point, the Tribunal makes no findings.

Issue 2 - Whether the Respondent can backdate charges for water costs for a period of time (the period to be determined)

55. The Applicants assert that the residents received inconsistent recalculations from the Respondent and were issued backdated demands without prior notice or agreement. They further allege that residents were threatened with legal action if they refused to pay. Such conduct, they claim, breaches the transparency requirements set out in the 2006 Order.
56. The Applicants contend that they should not be held liable for increased water charges incurred prior to February 2023, as they were unaware of any rise in consumption until formally notified by the Respondent at that time.
57. The Applicants state that the Respondents have provided no evidence of water consumption levels prior to the pandemic to substantiate their claim that usage significantly increased during that period.
58. The Respondent states that water charges were levied in accordance with OFWAT Guidance, at the same rate charged to the Respondent by South East Water. They assert that during the Covid-19 pandemic, and due to difficulties in obtaining accurate invoices, the Respondent implemented a temporary monthly charge of £18.50 per home as an on-account payment, not intended to reflect the full amount due. This arrangement continued throughout 2022.
59. Upon receipt of actual invoices in early 2023, the Respondent notified residents of an increase to £32.44 per month, effective from 31 March 2023, intended to address the shortfall. In the event, residents were permitted to pay a contribution of £28.28 per month towards their water charges throughout 2023 and until September 2024, and thereafter a reduced monthly charge of £18.92 to reflect decreased water costs. However, having subsequently reviewed their calculations, the Respondent identified a significant remaining shortfall between the sums paid to South East Water and the amounts recharged to the residents between the period February 2021 to January 2025.
60. In acknowledging that the amounts billed to the Applicants was less than the sums charged by South East Water, the Respondents asserts that this approach was adopted to simplify administration and assist residents with budgeting. The Respondent maintains that the discrepancies in water charge payments do not amount to a waiver of the outstanding balance, which remains recoverable and has merely been deferred, not extinguished.
61. The Tribunal: It is regrettable that regular invoices reflecting actual water consumption were not issued by the utility provider during and immediately after the pandemic, which has understandably contributed to confusion and disagreement between the parties. The Tribunal accepts the

Respondent's explanation in this regard and is not persuaded by the Applicants that the Respondent's procedures fall outside the legislative or regulatory requirements of the Act or of OFWAT guidance.

62. Based on the evidence provided, the Tribunal finds no basis to prevent the Respondent from issuing backdated water charges. However, two points are noted. First, OFWAT guidance requires that Resellers charge Purchasers only for the period that they had the right to occupy the property. Second, the Tribunal makes no findings as to the enforceability of the amounts claimed, as such matters fall within the jurisdiction of an alternative judicial forum.

Issue 3 – The Tribunal has jurisdiction to determine the matter under the Water Resale Order 2006 and any reduction in the water charges to be paid by the Applicants in line with OFWAT

63. The parties agree that the Tribunal has jurisdiction under the Mobile Homes Act 1983 to determine the application as the Applicants questions are matters which arises under an agreement to which the Act applies. Furthermore, the parties agree that the Tribunal has power to order the Respondent to repay to the Applicants any sums which the Applicant has overpaid in respect of water charges.
64. The Respondent further asserts that the Tribunal has power to order any Applicant to pay to the Respondent those sums which the Applicant has failed to pay in respect of water charges.
65. The Tribunal – The parties are in agreement that the Tribunal has jurisdiction to determine the Applicants application.
66. The Tribunal is satisfied that the questions posed in the application, concerning the Respondents charging for water, are questions arising under the residents' pitch agreements to which the 1983 Act relates and, accordingly, the Tribunal is satisfied that it has jurisdiction under section 4 of the 1983 Act to determine the matter.
67. As explained above, enforceability of payment falls outside this Tribunal's jurisdiction.
68. In their written statement the Respondent seeks an order from the Tribunal that any Applicant must pay the Respondent any sums which that Applicant has failed to pay in respect of water charges.
69. The Tribunal notes that no separate application has been made by the Respondent seeking an order in respect of unpaid water charges. Moreover, the claim has not been particularised or supported by formal demands. Accordingly, the Tribunal makes no findings on this issue and makes no order.

Issue 4 – Any overpayments made or levied by the Respondent will be refunded to the Applicant, with interest added to the sums due (to be determined by the Tribunal)

70. The Applicants assert that their spreadsheet analysis of water charges demonstrates a pattern of consistent overpayments. They further contend that the explanatory letters issued by the Respondent, which attempt to justify the calculations and subsequent recalculations, rely on inaccurate figures, including costs associated with water lost through leakage, and lack consistency both in methodology and presentation. The Applicants argue that these discrepancies undermine the reliability of the Respondent's billing practices and fail to meet the standards of accuracy and clarity required under the 2006 Order and associated OFWAT guidance.
71. The Applicants state that, although some residents have received refunds from the Respondent, these refunds have been inconsistent and not been offered to all residents. They question the basis on which the Respondent has differentiated between residents and assert that such unequal treatment lacks fairness and transparency.
72. The Respondent – In response to the Applicants' challenge regarding the total water charges levied since 15 February 2021, the Respondent disputes the accuracy of the figures presented in the Applicants' spreadsheet, particularly in relation to the 2024 billing period. The Respondent asserts that the Applicants have overstated both the total charges and the payments made during that period. In support of its position, the Respondent provided copies of the water bills received from South East Water and a corresponding spreadsheet detailing actual charges and payments received (the spreadsheet being updated post-hearing to correct minor mathematical errors).
73. According to the Respondent's records, the total water charges incurred between February 2021 and April 2025 amounted to £74,091.07, while the total payments received from the Applicants during the same period were £73,201.68, resulting in a shortfall of £889.39, or approximately £12.89 per pitch.
74. These figures are stated to include refunds paid to at least forty residents between November 2024 and March 2025, following the identification of over payments. The Respondent confirmed its willingness to refund any further overpayments upon proof but maintains that each Applicant must establish their individual entitlement under their respective agreements.
75. Accordingly, the Respondent denies that any Applicant has been overcharged.
76. The Tribunal: The Tribunal does not find that the Applicants have established that Park residents were overcharged for water supply, whether due to leakage or otherwise. Although overall usage at the Park exceeds that of a typical comparable site, the evidence presented is insufficient to conclude that the Respondent levied charges beyond what they were entitled to recover.
77. The Tribunal accepts the Respondent's explanation that refunds have been issued where overpayments were identified, and that assessments are conducted on a case-by-case basis, reflecting individual payment histories.

It is reasonable that refunds are not provided in the absence of evidence of overpayments. The Tribunal found Mr Howard's evidence credible in this regard and notes his stated intention to continue reviewing potential refund entitlements.

78. While the Tribunal accepts that any overpayments, together with interest, are recoverable by a water Purchaser from the Reseller to whom the charges have been paid, it is not satisfied on the evidence before it that such overpayments have occurred.

Issue 5 – The water charges are to be paid on a quarterly basis and are to be calculated when the water invoices are provided by the utility company.

79. The Applicants. In a shift from their original position – as per the Tribunal application - the Applicants now support the practice of either monthly or quarterly billing in order to promote transparency and facilitate accurate accounting of water usage. However, the Applicants contend that water charges should be based on recent invoices rather than historic billing in order to prevent new residents being retrospectively charged for water consumed by previous occupants.
80. The Respondent rejects the Applicants' original contention that water charges should be issued quarterly rather than monthly. It asserts that the method and frequency of billing is at the park owner's discretion. They argue that monthly billing has been the established practice for over five years and is considered by the Respondent to be the most efficient and practical approach. This method allows water charges to be incorporated into monthly pitch fee invoices, facilitates residents budgeting by spreading costs evenly, and aligns with the monthly billing cycle of South East Water, thereby enabling easier reconciliation of water charges.
81. The Tribunal is satisfied that monthly billing for water usage is reasonable and notes that this approach is accepted by the Applicants in their reply to the Respondent's Statement [56]. The Tribunal further considers that, where practicable, monthly invoices should reflect recent usage rather than historic consumption. While it may be operationally impractical to require the Respondent to adjust charges on a monthly basis, it would not be unreasonable to expect the Respondent to conduct a reconciliation of the amounts charged to the Applicants against the sums paid to South East Water at least twice annually and to make appropriate adjustments to future invoices based on that reconciliation.
82. In the interests of transparency, the Tribunal suggests that the Respondent may wish to consider making copies of each water invoice received available to residents, either by displaying them in a prominent location within the Park or by providing them to the residents' representative. Circulating this information would promote greater clarity and openness between the parties regarding water charges.

Costs/Fees

83. In view of the outcome of this application the Tribunal considers it just and equitable that the application and hearing fees in this matter shall be

borne by the Applicants.

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.