



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

Case Reference : **CAM/22UE/PHI/2025/0672, 0673, 0675,
0676 & 0677**

Site : **Sandy Bay Holiday Park, Canvey Island, Essex,
SS8 0EL**

**Park Home Addresses
& Respondents** : **Paul & Karen Duffield, 22 Beach Walk Road
(0672)
Pauline Oliver, 3 Beach Walk Road (0673)
Janet West, 35 Jack King Drive (0675)
Peter Mint, 37 Jack King Drive (0676)
Lara Weston, 13 Pebble Road (0677)**

Applicant : **Thorney Bay Park Limited**
Representative : **Tozers LLP**

Type of application : **Application under Mobile Homes Act 1983 to
determine a pitch fee**

Tribunal : **Judge JR Morris
Regional Surveyor M Hardman IAAV (Hons)
FRICS**

Date of Application : **31 January 2025**
Date of Directions : **5 & 12 June 2025**
Date of Inspection : **19 August 2025**
Date of Decision : **29 September 2025**

DECISION

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Decision

1. The Tribunal determines the new pitch fees to take effect on the Review Date of 1 November 2024 for:
22 Beach Walk Road
3 Beach Walk Road
37 Jack King Drive
13 Pebble Road
To be £271.23 per month (£3,184.68 per annum) to take effect to replace the current pitch fee of £265.39 per month (£3,184.68 per annum) which was reviewed on 1

November 2023, giving an increase of £5.84 (£70.08 per annum) calculated from a CPI increase of 2.20%.

Reasons

Introduction

2. The Applicant, who is the Site Owner applied on 31 January 2025 for a determination of the pitch fees payable by the Respondents who are each the owners of Homes which are sited on pitches on the Site which they occupy. As the legislation requires, the Applicant made separate applications in respect of each Respondent.

The Law

3. The relevant law is:
 - a) Paragraph 25A (1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983, The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations 2013, and The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations SI 2023/620.
 - b) Paragraphs 16 to 20 of the Implied Terms of the Written Statement of in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983 as set out in Appendix 2.
 - c) Section 231A of the Housing Act 2004 as set out in Appendix 2.

Directions

4. Directions were issued on 5 & 12 June 2025. In compliance with which the Applicant provided to the Tribunal and the Respondents copies of:
 - The Application Form;
 - The Directions with Reply Form annexed;
 - The Notice of Proposed Pitch Fee and Pitch Fee Review Form dated 25 September 2024 sent to the Respondents;
 - Written Statement of Agreement of each of the Respondents under the Mobile Homes Act 1983 (as amended);
 - A statement of case supported by a Witness Statement of Mr Danny Duffy, the Applicant's Operations Director for the Southern Region;
 - CPI data; and
 - Correspondence.
5. The Directions required the Applicant to confirm that the above documents had been sent to the Respondents which the Applicant's Representative did on 25 June 2025.
6. The Directions required the Respondents to send to the Applicant and the Tribunal by 17 July 2025 a statement of case explaining why agreement cannot be reached on the proposed increase of the pitch fee. If reliance is placed on any of the matters in paragraph 18(1) of Chapter 2 of Part 1, to say why it would be unreasonable to increase the pitch fee e.g. if the condition of the Site has deteriorated or there has been a decrease in amenities or reduction in services.

7. In compliance with the Directions the Respondents nominated Janet West as their representative and she provided a written statement of case on behalf of all the Respondents objecting to the proposed increase in pitch fee.
8. Notwithstanding that the Applicant made separate applications in respect of each Respondent, as the objections to the proposed increased pitch fee were common to all the Respondents, the Tribunal decided to make a determination in respect of all the Applications in a single judgement.
9. In compliance with the Directions the Applicant provided a statement supported by a witness statement from Mr Danny Duffy, the Applicant's Operations Director for the Southern Region in response to the issues raised by the Respondents.
10. The Directions stated that the Tribunal would determine the case based on documentary evidence and submission unless a party requested a hearing by 17 July 2025. Neither party requested a hearing.

Notices of Increase and Pitch Fee Review Form

11. The Applicant issued to each of the Respondents a Notice of Increase in the form of a letter dated 25 September 2024 setting out the current fee and the new proposed fee. In addition the Applicant issued to each of the Respondents a Pitch Fee Review Form in prescribed form under paragraph 25A (1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 and The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations SI 2023/620, dated 25 September 2024, which proposed a new pitch fee for each of the Respondents of £271.23 per month (£3,184.68 per annum) to take effect on the Review Date on 1 November 2024 to replace the current pitch fee of £265.39 per month (£3,184.68 per annum) which was reviewed on 1 November 2023, giving an increase of £5.84 (£70.08 per annum) calculated from an CPI increase of 2.20%.
12. The Pitch Fee Review Form stated that in accordance with paragraph 20(A1) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 the calculation was based upon the percentage increase in the Consumer Price Index (CPI) over 12 months by reference to the CPI published for August 2024 which was 2.20% (a copy of the CPI table was provided).

Site Inspection

13. The Tribunal inspected the Site accompanied by the Respondents represented by Ms Janet West and by the Regional Manager of the Applicant, Mr Andy Sutler and the Site Manager, Tracey Clarke.
14. The Site is situated on Canvey Island on the Northern shore of the Thames Estuary. The Site is part of a larger development. At the entrance to the development and the Site is an attended security booth and the Site Office. Also near the main entrance is a swimming pool and changing rooms, a restaurant, bar, and café, a laundrette, and a convenience shop. The swimming pool has a lifeguard in attendance when open. The main road of the Site currently divides the whole development in two. To the West is a large area which until recently had been a caravan park and is now being developed for siting Park Homes, to the East is the current Park Home Site (the Site). The Site

has a barrier across the road although there is open pedestrian access. There is a Site road which passes around the whole of the Site off which are the Site roads running parallel North to South which give access to the pitches. Through the middle of the Site, North to South is a water course which runs down to a pumping station on the shore of the estuary. Referring to their written statements of case the Respondents said it was at this point that young persons have climbed over the security fencing and entered the Site. The water course has three crossing points at the north end middle and south end of the Site. On the Eastern boundary of the Site there is a tributary of the water course which is on neighbouring land. This abuts a public park which is on the shore of the Estuary.

15. The Tribunal walked the Site. The Tribunal found that the roads were clearly marked with some traffic calming bumps in the roads. The pitches and Park homes were neatly and regularly laid out. The Site roads and verges appeared well maintained and the Park Homes and their pitches were clean, tidy, and well cared for.
16. There is a high green metal fence along the Southern perimeter and lower portion of the Eastern boundary facing the Estuary. Plants were growing up the fence providing a screen. There is a wide verge either side of the footpath along this whole stretch of the Site Boundary where the grass was neatly cut short. The Respondents referring to their written statement of case said that the area had been sown with wild flowers etc in the past which had been very colourful and expressed disappointment that this was not still the case. The area of the pump house, which is not part of the Site, is fenced off with security fencing. There is a low timber fence along the Northern perimeter and upper portion of the Eastern boundary. This latter stretch is adjacent to the tributary of the water course on the neighbouring land. This area was very overgrown. Referring to their written statements of case the Respondents said that on occasion young persons have come from the public park along the tributary and climbed over the fence. The Northern footpath along the boundary was well kept with agapanthus and other flowering plants.
17. The Tribunal visited the bar, restaurant, and café where a well-attended social event was taking place. The Tribunal found the décor unremarkable. The swimming pool appeared well looked after and the area was clean and tidy. The changing rooms were also clean and tidy however the showers required some repair work. Of the three showers in each of the two changing rooms (male and female) one of the showers was out of order and two of the shower heads were in poor condition.

Evidence and Submissions

18. In these reasons the term Occupier is used for park home owners and residents of the park and the park is referred to as the Site as these are the terms used in the legislation.
19. The Applicant's initial statement of case stated that it proposed a new pitch fee for the review of 1 November 2024 sending a Notice of Proposed New Pitch Fee to each respondent accompanied by the mandatory Pitch Fee Review Form (copies provided). In doing so it relied 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 a presumption that the pitch fee

shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the consumer prices index calculated by reference only to:

(a) the latest index, and

(b) the 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).

The Applicant's notice proposed a new pitch fee, comprising:

a. The current pitch fee;

b. The CPI Adjustment.

This proposal was to take effect, if agreed, on 1 November 2024, which is the review date.

20. The Applicant said the Respondents refused to agree the proposed increase.
21. In considering the evidence and submissions, the Tribunal followed the objections made by the Respondents, as set out in their statement of case, and as responded to by the Applicant in its reply. The Respondents stated that they believed the issues they raised amounted to a deterioration in management of the site as per paragraph 18 of Schedule 1 (aa, ab) to the Mobile Homes Act and that therefore it was unreasonable to increase the pitch fee. The account of the parties' statements of case set out below are précised and paraphrased and identify the relevant issues.

Matters of security

22. The Respondents submitted that there had been a deterioration in security.

(1) Security at the Entrance

Respondents

23. The Respondents said that those who are not Occupiers gaining access to the Site are not being stopped at the front security gate as the front barrier is always up/open. This is an ongoing problem. People looking to gain access to the beach often walk through or drive through the first gate and can get access to all resident's facilities including the bar, pool, launderette, shop, office, and sales office. Due to the lack of monitoring a vehicle belonging to travellers entered the Site twice within a period of four weeks resulting in security having to drive around looking for them.

Applicant

24. The Applicant responded saying that there will at times be those who are not Occupiers accessing the Site. This may be because they are visiting Occupiers. When any issue arises or the wardens are notified, action is taken promptly, which includes removing anyone who should not be on the Site. Site security is a priority for the Applicant and earlier this year, the Applicant installed two sets of entrance/exit barriers around the Site. Further review is undertaken with the involvement of the qualifying residents' association.

25. The first set of barriers provide entrance to the sales office, before these were installed there was no restriction to accessing the development in general and the Site in particular. The second set provide access beyond this and into the Site. These barriers are monitored by ANPR (automatic number plate recognition) cameras which were operating from July 2025. 750 fobs have been issued to Occupiers to ensure that they have vehicular access to the Site if the cameras are for any reason not operating. In addition, there is a warden station at the entrance of the Site (photographs were provided of the barriers).

Tribunal's Findings

26. The Tribunal found that the kiosk at the entrance was occupied and the barriers were in operation.

(2) Access to the Pool

Respondents

27. The Respondents said persons who are not Occupiers are gaining access to the pool area and are not being stopped at the front security gate or at the pool entry gate. During busy times such as hot weather and school holidays, the pool is over capacity putting Occupiers at risk. Wrist bands are to be issued to identify legitimate pool users but there has been a delay in doing this. In addition, there are not enough sun loungers.

Applicant

28. The pool is only available to Occupiers and their guests. Any breach of the use of the pool is dealt with by the Site management team as soon as they are made aware. All Occupiers have now been notified to collect a wristband to clearly identify if any unauthorised persons are using the pool area.
29. The pool area is fenced in and therefore, no additional sun loungers would be able to be added without posing a safety risk. At present there are approximately 40 sun loungers available plus additional seating. To have facilities to accommodate all Occupiers at all times would not be practical as a balance has to be struck between hot days when it is used extensively and other days when it is empty.

Tribunal's Findings

30. The Tribunal found that the pool was secure. It noted the issues raised by the Respondents but considered them to be isolated incidents which were dealt with by security staff.

(3) Intruders

Respondents

31. The Respondents believed security staff had been reduced since 2024 notwithstanding that they understood the site would be expanded from approximately 400 homes at present to another 400. They said they expected there

to be further reductions in security staff with the introduction of ANPR (automatic number plate recognition) and were concerned that there may not be enough staff to deal with any security incidents. The existing security guards are First Aid trained and experienced with defibrillation training and they would not want to see them replaced.

32. The fence around the perimeter has not been adequate to keep youths who have gained access and caused a disturbance and had to be chased off the Site by Occupiers and security staff. The following occasions were specifically mentioned:
- In December 2024 young persons were in the swimming pool at 10pm,
 - Two intruders scaled the security fence by the pumping station.
 - Young persons have come from the public park through the neighbouring land along the tributary and climbed over the Eastern boundary fence which it was submitted to be too low (photographs and video provided to illustrate low fence).

Applicant

33. The Applicant denied the security staffing had reduced. The Applicant provides 24-hour security through staff, wardens, and CCTV around the Site. The Site has been expanded and developed and there are now 417 Park Homes on the Site. Further development is planned to the West where approximately 400 caravans have been removed.
34. The Applicant said that all staff are trained to deal with incidents and the Applicant will always try to provide at least a member of staff available who has emergency first aid training and defibrillator training. All Occupiers are aware of the warden's contact number should an emergency arise. The security staff are trained to deal with any issues that may arise regarding intruders or other breaches of security.
35. The Applicant is aware that some Occupiers have expressed a wish to have larger fences for security, while others feel this would impede their enjoyment. The Applicant is trying to balance these competing interests for the best outcome for all Occupiers.

Tribunal's Findings

36. The Tribunal noted the issues raised by the Respondents but considered them to be isolated incidents which were dealt with by security staff. The Tribunal found that the fence around the Southern and lower Eastern boundary adjacent the Estuary shore was appropriately high for its position and was being well masked by the plant growth. The lower fence at the northern and upper Eastern boundary was equally at an appropriately lower height. It overlooked greenery and was a pleasant view. A higher fence might look austere and too enclosed. The issue with intruders from the public park appeared to be due to a lack of fencing around the public park which was understood was due to be remedied.

Tribunal's Summary re Matters of Security

37. The Tribunal found that regarding the security at the entrance, there had been some improvements and although the system may not be working as well as the Respondents may wish it appeared to be operating satisfactorily. Regarding access to the pool the Site Owner was putting in place a system of wrist bands which should address the issues. In respect of the intruders the incidents described were isolated. The Respondents request higher fences is in their view seeking an improvement which does not mean the height of the current fences is a deterioration in the Site.
38. Therefore, the Tribunal did not find that there was any deterioration in the condition, or any decrease in the amenity, of the site or reduction in the services or any weighty factor such that it would be unreasonable to apply the presumption to increase the pitch fee.

Site maintenance

39. The Respondents submitted that there had been a deterioration in the maintenance of the Site.

(1) Maintenance Staff

Respondents

40. The Respondents said that there had been a reduction in maintenance staff and that garden areas were not being kept as before so weeds were apparent in some areas. One area along Bridge Road had a large mound flattened and this whole area is now covered in weeds which have caused discomfort for many people and dogs during the weed pollen season (photographs provided). The Respondents said that the wild flowers in the verges at the Southern edge of the Site had given way to grass verges.

Applicant

41. The Applicant said that ground staff had not been reduced. The area which the Respondents highlighted is intended to be a wildflower area. The purpose of the wildflower area is to reduce the dust, about which the Applicant has previously received complaints. The Site is sprayed by contractors to reduce weeds (twice this year) and the gardeners maintain the flower beds. It was accepted that there will be times when such works do not take place immediately, because of other urgent matters or because of the growing season, when weeds are more prominent.

Tribunal's Findings

42. The Tribunal found from its inspection that the verges were well kept. The Tribunal appreciates that the Respondents personally preferred the wild flowers rather than the grass verges which may in contrast appear austere. However, other Occupiers might feel differently and would rather the grass verges as the Tribunal sees on most Sites.

(2) Sporadic Site Maintenance

Respondents

43. The Respondents said that Site maintenance only occurs when head office staff are arriving on site.

Applicant

44. In response the Applicant denied that the Site is not continually maintained and that the Applicant's senior management team visit the Site unannounced on a regular basis and are happy with the standard of the Site.

(3) Road Sweeper & Kerbside Weeds

Respondents

45. The Respondents said that the road sweeper used to be in operation at least twice weekly but now is approximately 6 weekly hence weeds growing in kerb sides. Brook Road and Waters Edge have been overgrown so that rainwater cannot flow away, stagnates and smells which Occupiers have complained about (photographs and email regarding the smell provided)

Applicant

46. The Applicant said that previously the roads were swept by an old piece of machinery which was parked on the Site, now a contractor sweeps the roads every fortnight. This means the work is now being done with better equipment and is adequate to keep the Site roads clean.
47. The Applicant said that the weeds on the kerbside are a long-standing issue and existed before the Applicant took ownership of the Site. However, it is the Applicant's view that the Site has improved regarding this issue.

Tribunal's Findings

48. The Tribunal found from its inspection that the roads were clear and kerbs were generally weed free. It accepted that this had been a problem but found that an attempt to mitigate the issue was being made by regular sweeping.

(4) Scarehouse Pumping Station seawall entrance to Sandy Bay is overgrown

Respondent

49. The Respondents said that the seawall entrance to Sandy Bay at Scarehouse Pumping Station is overgrown and unkempt. It used to look beautiful to passers-by and Occupiers (photographs provided).

Applicant

50. The Applicant said that some of the photographs provided are of areas that are beyond the Applicant's boundary line and any maintenance of these areas is the council's responsibility. The Applicant said the current condition of the area is now good (photographs provided).

Tribunal's Findings

51. On its inspection the Tribunal found that the seawall entrance to Sandy Bay at Scarehouse Pumping Station was clear and the vegetation cut back.

(5) Delivery Lorries

Respondents

52. The Respondents said that delivery lorries have dropped debris and mud on the roads and this has not been cleaned for weeks.

Applicant

53. The Applicant said that this had been due to the work on the new development to the West of the Site and from March 2025 the contractors have had their own dedicated access and the Applicant has not received any complaints regarding this issue since.

Tribunal's Findings

54. The Tribunal found from its inspection that the road was clear of mud.

(6) Traffic calming

Respondents

55. There are cracks in the roads causing a trip hazard and no traffic calming, putting pedestrians at risk because there is no pavement along the side of the roads (photograph provided).

Applicant

56. The Applicant said that there is a speed limit of 5mph around the Site. Occasionally, there are reports of speeding, which are dealt with provided sufficient information is available to identify the vehicle and Occupier which the recently installed ANPR and CCTV will make easier. The Applicant said it considered the current roads and markings are suitable and adequate in the current condition (photographs provided).

Tribunal's Findings

57. The Tribunal found the roads clearly marked and that there are traffic calming measures in place in the form of bumps. The ANPR and CCTV are an improvement.

(7) Drainage, Sewage smells, leakage,

Respondents

58. The Respondents said that there had been drainage and a smell of sewage evident across the Site. They said that the Site had been significantly expanded to approximately 400 park homes for the over 50's and they questioned whether the drainage was sufficient (emails to the Applicant regarding the smell provided). The Respondents said they thought there may be a leak which was causing subsidence and cracking of the paths and road and a fence appeared to have sunk.

Applicant

59. The Applicant said that new drainage has been installed for the new development and was only made aware of smells on 4 July 2025. The gullies are cleaned annually (February 2025) and were installed by the Applicant for surface water and are not connected to the sewers. The sewerage infrastructure has been upgraded.
60. The Applicant said it was aware that the large sewage plant on the land adjacent to the Site gives off a smell depending on their processing schedule and the wind direction. The Applicant therefore considers the smells the Respondents mention are from the sewage plant. The Applicant has an ongoing maintenance programme and continues to monitor sewerage and leakage issues as they arise. The Applicant has also been in correspondence with the Council who are responsible for the sewage plant. The Site General Manager, Tracy Clark, was made aware that the Council have been to assess the smell and whereas it is not known what work has undertaken, it is believed the smell no longer exists. It is however acknowledged the smell is exacerbated during extreme heat, which is common.
61. The Applicant added that it was not aware of any drainage issues causing cracked pathways. However, there are many trees surrounding the area which are protected by preservation orders. Some roots run under the paths which may possibly cause cracking. The Applicant is considering the position in consultation with the Resident's Association but denies that the Site has deteriorated as a result.

Tribunal Findings

62. On its inspection the Tribunal noted a fence that had moved and some minor cracks in the paths and roads but this was likely to be due to the natural movement of the land due to changes in the weather. There are large areas of soft landscaping and there was no indication that surface water from rainfall was not draining away naturally. The Tribunal found that there was no evidence that the Site sewerage was causing problems and the nearby sewage plant may be the cause of the smells.

(8) Areas of the Site Flooding

Respondents

63. The Respondents said that areas of the site are prone to regular flooding due to insufficient measures to provide drainage. The water collects on the grass and runs

into the road along which the Occupiers must walk as there are no pavements at the side of the roads (photographs provided).

Applicant

64. The Applicant denied that the photographs provided amount to evidence of flooding at the Site. It was acknowledged there is some surface water in the photographs which will generally be expected after large rainfall. The Applicant had previously undertaken flood risk assessments and carries out any recommended measures. Any surface water which accumulates after heavy rainfall shortly drains away, usually within a couple of hours.

Tribunal's Findings

65. On its inspection the Tribunal found that there are large areas of soft landscaping and there was no indication that surface water from rainfall was not draining away naturally and no evidence of flooding.

Tribunal's Summary re Maintenance

66. The Tribunal considered each of the issues raised and found that on its inspection the Site was well maintained in respect of both the paths and roads and although the verges may not be planted as the Respondents would prefer, because they are now grassed rather than covered with wild flowers, they are kept tidily. The Respondents did provide photographs which showed times when the areas of the Site were unkempt but this situation was remedied. From the Tribunal's knowledge and experience the members can distinguish between Sites where there are lapses in maintenance and those where there has been longer term neglect which amount to deterioration in the condition of the Site. The Tribunal finds the seasonal growth of weeds, the kerbside weeds, the mud on the road, the need to cut back vegetation and mow grass are lapses which are remedied and bringing the Site back to a satisfactory standard and are not a deterioration.
67. The Tribunal found for its inspection that the traffic calming was satisfactory and that the ANPR and CCTV was an improvement and not a deterioration. It also found that the soft landscaping across the Site provided sufficient surface water drainage and avert flooding.
68. The sewage smells are undoubtedly unpleasant but the Tribunal could not find evidence of an on-Site source and therefore found that it was on the balance of probabilities emanating from the nearby sewage plant.
69. Therefore, the Tribunal did not find that there was any deterioration in the condition, or any decrease in the amenity of the site or reduction in the services or any weighty factor such that it would be unreasonable to apply the presumption to increase the pitch fee.

Amenities

70. The Respondents submitted that there had been a loss of amenity.

(1) Pool Closures

Respondents

71. The Respondents said that the pool closed three times in the summer months with a further pool closure in November to ensure the chemical levels were correct.

Applicant

72. The Applicant acknowledged that there had been an issue with chlorine levels requiring emergency closure of the pool but it was submitted that there was no loss of amenity as the issue was resolved quickly. The Applicant has invested in a new dosing system and staff training. The opening hours of the pool have been extended and new pool furniture supplied.

Tribunal's Findings

73. The Tribunal found that the pool closures were isolated incidents and did not amount to a loss of amenity.

(2) Bar, Restaurant and Café

74. The Respondent raised a series of issues regarding the bar, restaurant and café which are followed by the Applicant's reply as follows:

a. Events seating

Respondents

75. The Respondents raised the following issues regarding events:
- Due to the increase in the number of persons living on the Site there are not enough tables and seating in the bar area when quiz nights or entertainment events take place.
 - The Live Aid event held outside under the arches on 13th July 2025 had been planned for months, yet there were insufficient bar staff to cope with the number of customers with long waits to be served and having to help clearing tables of glasses.
 - There was a discrepancy between the prices advertised and those that appeared on the menu at events.

Applicant

76. The Applicant replied:
- There is a limit on numbers of attendees on Quiz Nights, which is set by the quizmaster who is external from the Site. If any homeowner cancels, a list of Occupiers are contacted to see if they would like to take the table to avoid anyone unnecessarily being unable to attend.
 - No complaints were received after the event to say it was understaffed although some Occupiers thanked the Applicant for organising the event.

- The management of the bar and restaurant is free to set its own pricing for food and special events may attract higher charges due to the products being used or the demand for supply. Reference was made to positive feedback and menus provided.

b. Bar Food and Prices and Service

Respondents

77. The Respondents raised the following issues regarding bar food, prices, and service:
- The quality of food served at the bar and in the restaurant was poor on several occasions.
 - The bar has stopped providing cocktails and has a reduced choice of drinks overall.
 - The coffee machine is often out of order.
 - The Price of food served does not reflect the quality as it is processed food reheated in the microwave.
 - Prices for hot drinks have nearly doubled since the start of July and Occupiers were not consulted.
 - There are not enough bar staff serving at times with queue times of more than 20 minutes as staff also must clear and wait on tables and some staff are also lacking in customer service skills.

Applicant

78. The Applicant replied:
- A new menu has been introduced following feedback from the Resident's Association and the range of bar drinks are regularly reviewed and may vary due to demand.
 - The Applicant was not aware that the coffee machine was out of order.
 - Price increases are in line with current inflation. The prices take into account the actual cost. The overall cost of food and non-alcoholic beverages rose by approximately 25% between January 2022 and January 2024, compared to a 9% increase in 2012—2022.
 - The Applicant was not aware of waiting times and there are sufficient staff. There have recently been some changes to the personnel and since doing so no further complaints have been received.

Tribunal's Findings

79. The Tribunal found that these issues are day to day matters that are relatively transient. A loss of amenity has a degree of permanency or is for at least for a significant length of time. The events issues are isolated incidents. Prices, menus, and the drinks offered will vary depending on demand and staffing is subject to the employment market and not matters within the Site Owners control.

(3) Condition of Bar

Respondents

80. The Respondents said that the bar area needed refurbishment and redecoration and more appropriate seating for older residents.

Applicant

81. The Applicant said it was intended to modernise the bar area and the Residents' Association have been shown draft plans and are happy with the proposals.

Tribunal's Findings

82. The Tribunal found on its visit to the Bar and Restaurant that it was in a satisfactory condition.

(4) Convenience Shop

Respondents

83. The Respondents said that the convenience shop on site has reduced opening hours from 10am till 7pm when it was previously open until 10pm.

Applicant

84. The Applicant stated that the convenience shop, while on the Site, is not operated by the Applicant. The Applicant understands from the shop operators that the opening times have been reduced due to a significant reduction in footfall.

Tribunal's Findings

85. The Tribunal found that the shop was not within the remit of the Site Owner and was not an "amenity" within the meaning of paragraph 18.

Tribunal's Summary re Amenities

86. The Tribunal considered each of the issues raised and found that the isolated incidents of closure did not amount to a loss of amenity. The Tribunal also found that the amenity is the bar, restaurant, and café itself. If this were closed on a permanent or long-term basis other than for refurbishment it would be a loss of amenity. However, alterations in its day-to-day management are matters that are too subjective and variable to be considered amenities in themselves.
87. Therefore, the Tribunal did not find that there was any deterioration in the condition, or any decrease in the amenity of the site or reduction in the services or any weighty factor such that it would be unreasonable to apply the presumption to increase the pitch fee.

Health and Safety

Respondents

88. The Respondents submitted that there had been a deterioration in the standard of health and safety at the Site. The Respondents said:
1. No proper record of pool changing room checks for cleaning etc (several specific incidents were referred to of faeces on toilet floor, smell one morning, no toilet tissue provided)
 2. Shower heads loose in cubicles
 3. Shower wastes not draining and leaking onto the floor
 4. Disused paddling pool not kept clean
 5. The Jacuzzi is not operational having been discovered to be inadequate as it is not for commercial use.
 6. Insufficient lighting in new areas of the site.
 7. Roads do not have marked walkways and one-way streets still have no signs so many cars go down streets the wrong way.
 8. Roads are not gritted in icy weather,
 9. Bar overcrowding poses a crushing risk to Occupiers.
 10. There were 85 people in the pool area.

Applicant

89. The Applicant responded as follows:
1. A record is kept of cleaning.
 2. The Applicant was not aware that shower heads were defective.
 3. The water on the floor was found not to be leaking from the waste however there are issues with the water which are to be addressed.
 4. The paddling pool is part of the proposed development plans
 5. The jacuzzi is a domestic product which was installed by the previous owner and not suitable for commercial use and so cannot be used but the Applicant plans to rectify this issue.
 6. Further lighting is part of the new development and lighting has been improved.
 7. The road markings are adequate.
 8. Roads are gritted in line with the Applicant's policy a copy of which was provided.
 9. The Applicant has plans to modernise the bar.
 10. The pool overcrowding due to intruders was an isolated incident which was dealt with by security staff and further incidents should not occur due to wrist bands being issued.

Tribunal's Findings re Health and safety

90. The Tribunal considered each of the issues raised and found that:
1. 2, 4, and 5 The cleaning of the changing rooms, the keeping of cleaning records and the repairs to the shower heads and the cleaning of the paddling pool are too subjective, variable and relatively minor to be a deterioration in the Site. It appears the Jacuzzi has never been operational or should not have been and so it not being available is not a deterioration in the condition of the Site or loss of amenity.
 3. It is not clear whether the issues with the waste are new, if not then they cannot be a deterioration.

6. The new areas have never been lit and therefore there can be no deterioration or loss of amenity.
 7. On its inspection the Tribunal found that the roads were adequately marked. If their marking has not altered then there can be no deterioration or loss of amenity.
 8. The Applicant's gritting policy appears reasonable. The last winter was mild and therefore it is unlikely that there was a need to grit.
 9. The overcrowding is a matter for those attending the bar at the time and cannot be viewed as a deterioration in the Site or loss of amenity.
 10. the overcrowding in the pool was an isolated event.
91. Therefore, the Tribunal did not find that there was any deterioration in the condition, or any decrease in the amenity of the site or reduction in the services or any weighty factor such that it would be unreasonable to apply the presumption to increase the pitch fee.

Other matters

Respondents

92. The Respondents raised the following issues:
1. There has been a change in the terminology used with reference to pitch fees. Pitch fees ought to be in accordance with size of pitch.
 2. It is very difficult to get an appointment to speak to management.
 3. There is no clarity on future of site development.
 4. There has been no consultation with Occupiers over the change in internet provider.
 5. When new homes are being delivered the drivers have been rude when asking Occupiers to move their cars to enable the lorries to gain access.
 6. Occupiers were telephoned by the Site Owner in an intimidating way to persuade them to agree the pitch fee.
 7. Occupiers have not been consulted about the development along the sea wall which will obstruct their view.
 8. The post has been delayed.

Applicant

93. The Applicant responded as follows:
1. The Applicant follows the statutory procedure for the review of pitch fees set out in Chapter 2 of Part 1 of Schedule 1 ("the implied Terms") to the Mobile Homes Act 1983 (as amended) ("the Act") and is entitled to review the pitch fee annually. The Applicant took over the management of the Site in February 2024 and cannot confirm how reviews were conducted prior to that date. Occupiers accept the pitch fee at the time they purchase their mobile home. The starting point for a pitch fee review is the last agreed pitch fee, which is what the Applicant has used in this review. It is natural for there to be different pitch fees at a residential Site due to the dates that the original agreements are entered into and the impact that the annual inflationary rises will have on those pitch fees. When an Occupier sells their home privately, the current pitch fee will pass to the new Occupier.
 2. The Applicant denied that it is difficult for Occupiers to speak to its staff. The Applicant often meets with the Qualified Residents' Association. Tracey Clark, the General Manager at the Site, can be contacted by email, telephone or by

appointment. She often walks around the Site and Occupiers will approach her to discuss any matter as they consider appropriate.

3. The future development of the Site has been discussed with the Residents' Association.
4. The Applicant offers Wi-fi separately to the pitch fee.
5. All movements of homes are carried out by approved contractors and there should be no issues because a designated access has been provided.
6. There was no intention on the part of the Applicant to cause any stress to Occupiers. The Applicant can only increase the pitch fee by obtaining a determination from the Tribunal if the Occupier does not agree. The application must be made within a specific time. The purpose of the Applicant's contact with Occupiers was to understand any concerns in the hope that these might be resolved within that time limit.
7. There is no sea view available on the Site therefore this will not be impacted by any development.
8. The postal service is not within the Applicant's control.

Tribunal's Findings re Other Matters

94. The Tribunal considered each of the issues raised and found that:
 1. The pitch fee agreed by Occupiers when they enter the Written Statement of Agreement is the basis for the initial review and influences all subsequent reviews. There cannot be a re-setting of the pitch fee based upon a different criterion.
 2. The office and general manager are as available.
 3. The future development of the Site is not a current deterioration or loss of amenity. Although works during the development or the development itself may result in a deterioration or loss of amenity.
 4. Wi-fi is a separate contract outside the Written Statement of Agreement and so not within the pitch fee.
 5. There was no evidence adduced to show the delivery of Homes was a deterioration in condition of the Site or loss of amenity. The issue was transient.
 6. Harassment, if any, is not a deterioration in the condition of the Site or loss of amenity.
 7. As already stated, future development of the Site is not a current deterioration or loss of amenity. Although works during the development or the development itself may result in a deterioration or loss of amenity.
 8. The Tribunal found that issues with the post are matter for the postal services not the Site Owner.
95. Therefore, the Tribunal did not find that there was any deterioration in the condition, or any decrease in the amenity of the site or reduction in the services or any weighty factor such that it would be unreasonable to apply the presumption to increase the pitch fee.

Tribunal Decision

96. The Tribunal considered all the issues raised and determined that there had not been a deterioration in the condition or decrease in amenity of the Site or a reduction in services supplied to the pitch or mobile home, or any deterioration in the quality of those services under paragraph 18(1) or a weighty factor which rebutted the

presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983.

97. The Tribunal determined that an increase in line with inflation was reasonable and that this should be in accordance with the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983. Therefore, Tribunal confirms the proposed new pitch fee for each of the Respondents of £271.23 per month (£3,184.68 per annum) to take effect on the Review Date on 1 November 2024 to replace the current pitch fee of £265.39 per month (£3,184.68 per annum) which was reviewed on 1 November 2023, giving an increase of £5.84 (£70.08 per annum) calculated from a CPI increase of 2.20%.

Judge JR Morris

Appendix 1 – Right of Appeal

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e., give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

Appendix 2 – The Law

1. Section 2 of the Mobile Homes Act 1983 (“the Act”) provides that the terms of Part 1 of Schedule 1 to the Act shall be implied and shall have effect notwithstanding the express terms of the Agreement. Paragraphs 16 to 20 of Chapter 2 of Schedule 1 to the Act were introduced by the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006. The relevant provisions of the legislation that apply to this decision given the issues raised are as follows:
2. Paragraph 16 provides:

*The pitch fee can only be changed in accordance with paragraph 17, either—
(a) with the agreement of the occupier, or*

- (b) *if the court, 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.*

3. Paragraph 17 provides:

- (1) *The pitch fee shall be reviewed annually as at the review date.*
- (2) *At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.*
- (2A) *In the case of a protected site in England, a notice under subparagraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.*
- (3) *If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.*
- (4) *If the occupier does not agree to the proposed new pitch fee—*
 - (a) *the owner or (in the case of a protected site in England) the occupier may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;*
 - (b) *the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and*
 - (c) *the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or the 28th day after the date of the court order determining the amount of the new pitch fee.*
- (5) *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.*

Sub- Paragraphs (6) to 10 are not applicable to this case

- (11) *Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—*
 - (a) *a notice under sub-paragraph (2) or (6)(b) was of no effect because of sub-paragraph (2A) or (6A), but*
 - (b) *the occupier nonetheless paid the owner the pitch fee proposed in the notice.*
- (12) *The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—*
 - (a) *the amount which the occupier was required to pay the owner for the period in question, and*
 - (b) *the amount which the occupier has paid the owner for that period.*

4. Paragraph 18 provides:

- (1) *When determining the amount of the new pitch fee particular regard must be had to –*
- (a) *any sums expended by the owner since the last review date on improvements–*
 - (i) *which are for the benefit of the occupiers of mobile homes on the protected site;*
 - (ii) *which were the subject of consultation in accordance with paragraphs 22(f) and (g); and*
 - (iii) *to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court [tribunal] on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;*
 - (aa) *in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force [26th May 2013] (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);*
 - (ab) *in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this subparagraph);*
 - (b) *...*
 - (ba) *in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date;*
- (1A) *But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013*

5. Paragraph 20 provides that:

- (A1) *In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the consumer prices index calculated by reference only to—*
- (a) *the latest index, and*
 - (b) *the index published for the month which was 12 months before that to which the latest index relates.*
- (A2) *In sub-paragraph (A1), “the latest index”—*

- (a) *in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;*
- (b) *in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2)*

6. Section 231A of the Housing Act 2004 provides:

Additional Powers of First-tier Tribunal and Upper Tribunal

- (1) *The First-tier Tribunal and Upper Tribunal exercising any jurisdiction conferred by or under the Caravan Sites and Control of Development Act 1960, the Mobile Homes Act 1983, the Housing Act 1985 or this Act has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2).*
- (2) *The tribunal's general power is a power to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue in or in connection with them.*
- (3) *When exercising jurisdiction under this Act, the directions which may be given by the tribunal under its general power include (where appropriate)—*
 - (a) *directions requiring a licence to be granted under Part 2 or 3 of this Act;*
 - (b) *directions requiring any licence so granted to contain such terms as are specified in the directions;*
 - (c) *directions requiring any order made under Part 4 of this Act to contain such terms as are so specified;*
 - (d) *directions that any building or part of a building so specified is to be treated as if an HMO declaration had been served in respect of it on such date as is so specified (and such a direction is to be an excluded decision for the purposes of section 11(1) and 13(1) of the Tribunals, Courts and Enforcement Act 2007);*
 - (e) *directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise.*
- (3A) ...
- (4) *When exercising jurisdiction under the Mobile Homes Act 1983, the directions which may be given by the tribunal under its general power include (where appropriate)—*
 - (a) *directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;*
 - (b) *directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be paid in such manner and by such date as may be specified in the directions;*
 - (c) *directions requiring cleaning, repairs, restoration, re-positioning or other works to be carried out in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions;*

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

7. In the case of *Away Resorts Ltd v Morgan* [2018] UKUT 123 (LC) the Upper Tribunal confirmed that the powers granted by s231A(4)(a) of the Housing Act 2004, are broad and designed to allow proceedings to be disposed of. They are not merely limited to procedural directions and can include orders akin to injunctive relief.