FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**BIR/00GG/PHI/2025/0031**
Property	**:**	**16 Meadows, All Saints Park, Claverley, Shropshire, WV5 7AZ**
Applicant	**:**	**Sought After Location Limited**
Representative	**:**	**LSL Solicitors**
Respondents	**:**	**Mr & Mrs Brennan**
Representative	**:**	**None**
Type of applications	**:**	**Application by site owner for determination of new level of pitch fee**
Tribunal members	**:**	**Judge C Goodall** **Mr M Alexander BSc(Hons) MRICS** **Judge C Rhys**
Date and place of hearing	**:**	**Paper determination**
Date of decision	**:**	**20 October 2025**

DECISION

Background

1. On 30 November 2024, the Applicant served notice of a pitch fee review in respect of the Property upon the Respondents. The notice proposed a new pitch fee of £296.83 per month in place of the existing fee of £290.16 per month. The reviewed pitch fee was to take effect from 1 January 2025 ("the Review Date"). The increase was an inflation based increase, based upon the increase in the consumer prices index in the previous 12 months to October 2024 of 2.3%.

2. The Respondents did not agree to pay the proposed new pitch fee.

3. On 31 March 2025, (so within 3 months of the Review Date) the Applicant applied to the Tribunal for a determination of the amount by which the pitch fee should increase.

4. Directions were issued by the Tribunal for the determination of the Application on 7 July 2025. These provided a response form for completion by the Respondents allowing them to indicate the reasons for their objection to the proposed pitch fee increase. This was completed to confirm that the Respondents did not agree the pitch fee increase. They also provided a short statement of reasons for their objections.

5. The Tribunal arranged to inspect the Property on 13 October 2025 and thereafter met to determine the application.

The Inspection

6. All Saints Park is located just outside the village of Claverley. It comprises 36 pitches on which mobile homes are situated ("the Site"). Around the circumference of the Site are some 21 further dwellings which are not mobile homes under the Mobile Homes Act 1983 ("the Act") and which, we were informed, are occupied on licences.

7. On the day of the inspection, the Site was clean and tidy. The mobile homes and licensed dwellings are set out either side of an oval roadway which is tarmacked and appears to be in good condition. Slightly away from the Site, some earthworks have been undertaken. We assume that further development might take place in due course in this area.

8. Although we did not conduct a hearing, Mr Brennan told us on an informal basis that he did consider the Site to be generally well kept, though he was a little critical of the time it sometimes took to carry out regular maintenance such as grass cutting on a steep bank behind his pitch.

The Respondent's arguments

9. The Respondents provided a short statement of their case. There are two bases upon which they resist a pitch fee increase:

a. Their pitch fee is significantly higher than the pitch fee for other pitches on the site, despite the Respondents having been told that the same pitch fee applied to all pitches; and

b. They have been very disappointed in the standard of grounds maintenance and the general upkeep of the site.

The Applicant's response

10. The Applicant's argument on the Respondents' first issue was that the level of the pitch fee arises from the initial negotiations and agreement to a pitch fee when the pitch occupier first moves to a pitch and is not an issue that can be raised on a pitch fee review.

11. So far as the condition of the Site is concerned, the Applicant did not accept that there was any poor maintenance of the Site. On the contrary, it argued that maintenance is carried out every two weeks by professionals, and that the Site is maintained to a good standard.

Law

12. The Act provides in section 2(1) that terms are implied into every agreement for the renting of a pitch on a protected site, being the terms as set out in Part 1 of Schedule 1 of the Act.

13. Paragraphs 16 to 20 and paragraph 25A of Part 1 of Schedule 1 to the Act provide a regime that governs pitch fee increases. The wording of those paragraphs is set out in the Appendix to this decision.

14. The key components of that regime, as they apply to this case are:

a. The pitch fee can only be increased once a year;

b. A site owner initiates a pitch fee increase by serving a notice that must be in a specific form, giving details (amongst other things) of the pitch to which the increase relates, the current pitch fee and the proposed new pitch fee, showing how it has been calculated;

c. If the pitch occupiers do not agree to the proposed increase, it does not take effect unless the site owner applies to this tribunal to determine the new pitch fee;

d. The tribunal must agree that it is reasonable for the pitch fee to be changed, and must determine the amount of the new pitch fee;

e. There is a presumption that, unless it would be unreasonable, the new pitch fee shall increase by the increase in the retail prices index published by the Government. For pitch fee increases proposed after 2 July 2023, the consumer prices index must be used instead.

f. There are factors to which a tribunal must have particular regard when determining a new pitch fee, which are contained in paragraph 18 of the implied terms. Paragraph 19 contains a list of matters which should not be taken into account. The most significant factors mentioned which might be applicable to this case in the light of the Respondents arguments are:

(i) Deterioration in the condition of the site;

(ii) Reduction in the services provided or a reduction in their quality;

15. The Tribunal is not restricted to consideration only of the matters to which it must have "particular regard" under implied terms paragraph 18. It is possible for another factor to apply which could displace the presumption. But any such 'other factor' has to be one to which considerable weight should attach. A factor that is of equal weight to the presumption would not be adequate. Reasonableness has to be determined in the context of the statutory provisions relating to pitch fee increases.

16. But the starting point for any pitch fee review is the presumption in favour of an annual increase by CPI. An inflation increase will therefore normally be justified, unless displaced by a paragraph 18 factor, or there is some other important factor that affects the reasonableness of the proposed increase (see *Britanniacrest Ltd v Bamborough* [2016] UKUT 0144 (LC), *Vyse v Wyldecrest Parks (Management) Limited* [2017] UKUT 0024 (LC), *Wyldecrest Parks (Management) Limited v Kenyon* [2017] UKUT 0028 (LC), *Wickland (Holdings) Limited v Esterhuyse* [2023] UKUT 147 (LC) ("*Wickland*"), and *Wyldecrest Parks (Management) Limited v Whiteley* [2024] UKUT 55 (LC) ("Whiteley").

17. In paragraph 14 of the Whiteley decision, the Deputy President of the Upper Tribunal made this explanatory statement:

> "When a site owner and an occupier first agree a fee for the right to station a home on a pitch, there is no restriction on the amount they are able to agree. The only relevant implied terms are concerned with the annual review of the pitch fee and not with its original determination; market forces govern that bargain, but any subsequent increase is limited by the statutory implied terms."

18. And in paragraph 27, he summarised the law on displacement of the statutory presumption of an inflation related increase to pitch fees as follows:

> "In summary, where none of the factors in paragraph 18(1) is present, and no other factor of sufficient (considerable) weight can be identified to displace the presumption of an RPI increase, the task of the tribunal is to apply the presumption and to increase the pitch fee in line with inflation. Where one of the factors in paragraph 18(1) is present, or where some other sufficiently weighty factor applies, the presumption

does not operate or is displaced. Then the task of the tribunal is more difficult, because of the absence of any clear instruction on how the pitch fee is to be adjusted to take account of all relevant factors. The only standard which is mentioned in the implied terms, and which may be used as a guide by tribunals when they determine a new pitch fee, is what they consider to be reasonable. Paragraph 16 provides that, if the parties cannot agree, the pitch fee may only be changed by the FTT if it "considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee." The obvious inference from paragraph 16 is that the new pitch fee is to be the fee which the tribunal considers to be reasonable."

Discussion

19. The Tribunal reviewed the Pitch Fee Review Form dated 30 November 2024. No issue had been raised on it by the Respondents, and it appeared to the Tribunal that the statutory time limits for service of it and for the application to the Tribunal had been observed. The correct inflation rate had been applied. Thus there are no issues arising on the application apart from the two points raised by the Applicants.

20. We start by identifying that paragraph 20 of Schedule 1 to the Act creates a presumption in favour of an inflation based pitch fee increase on an annual basis. A presumption may be rebutted, and at the end of the day, the Tribunal must be satisfied that it is reasonable for the pitch fee to be changed. Is there a basis for disapplying the presumption in this case?

21. Dealing therefore with the first issue of whether differing pitch fees for what appear to be similar pitches could rebut the presumption, we are mindful that there is no statutory control over the amount of a pitch fee when it is initially entered into. As identified in paragraph 17 above, the pitch fee is a contractual agreement outside of regulatory control. Of course, if there has been misrepresentation which induced the contract, as appears to have been suggested by the Respondents (but in relation to which we make no finding), normal remedies in the county court may lie, but this Tribunal has no jurisdiction over these types of dispute.

22. For this reason, we cannot agree that if other pitch owners are in fact paying lower pitch fees (on which we had no documentary evidence anyway), that would be a good reason to disapply the presumption in favour of an inflation based pitch fee increase. The Respondents' first argument fails.

23. On the second question of whether there has been deterioration in the condition of the Site or a reduction in the level of quality of the services (which are paragraph 18 factors – see paragraph 14(f) above), the Respondents provided no evidence to that effect. Our observation at the inspection was that the Site was in good condition at the time of our inspection. We therefore do not consider there was a basis on which any

factors mentioned in paragraph 18 of Schedule 1 to the Act could apply so as to displace a presumption in favour of an inflation based increase.

24. No other factors were brought to our attention that would affect our decision on whether to determine that it is reasonable for the pitch fee to be changed.

Determination

25. We therefore determine that it is reasonable for the pitch fee for the Property to be changed for the 2025 year in accordance with the Notice of Pitch Fee Review dated 30 November 2024. The pitch fee increases from £290.83 to £296.83 for that year.

26. We also order that the Respondents must pay the Applicants fee for making this application to the Tribunal. The Respondents' arguments have not succeeded and in fairness to the Applicant, which has to make an application to the Tribunal if a pitch occupier challenges a pitch fee increase, it would not be just for the Applicant to therefore be out of pocket in relation to the fee. We order the Respondents to pay the sum of £22.00, the application fee for this application, to the Applicant.

Appeal

27. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Goodall
First-tier Tribunal (Property Chamber)

APPENDIX

Paragraphs 16 – 20 and paragraph 25A of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended)

The pitch fee

16

The 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.

17

(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) A notice under sub-paragraph (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 appropriate judicial body 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 appropriate judicial body 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, as the case may be, the 28th day after the date of the appropriate judicial body 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 but in the case of a protected site in England no later than three months after the review date.

(6) Sub-paragraphs (7) to (10) apply if the owner—

(a)has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b)at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.

(6A) A notice under sub-paragraph (6)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.

(7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(8) If the occupier has not agreed to the proposed pitch fee—

(a) the owner or in the case of a protected site in England the occupier may apply to the appropriate judicial body 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 appropriate judicial body under paragraph 16(b); and

(c) if the appropriate judicial body makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).

(9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (6)(b) but … no later than four months after the date on which the owner serves that notice.

(9A) A tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.

(10) The occupier shall not be treated as being in arrears—

(a)where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or

(b)where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the appropriate judicial body order determining the amount of the new pitch fee.

(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 as a result 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.

18

(1) When determining the amount of the new pitch fee particular regard shall be had to:

(a) any sums expended by the owner since the last review date on improvements -

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the appropriate judicial body, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has

not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);

(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 sub-paragraph);

(b) [Wales].

(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;

(c) [Wales]

(1A) But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.

(2) When calculating what constitutes a majority of the occupiers for the purpose of sub- paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

19

(1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

(2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

(3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of –

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).

(4) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with –

(a) any action taken by a local authority under sections 9A – 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc);

(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

20

(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 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).

(1) [Wales]

(2) Paragraph 18(3) above applies for the purposes of this paragraph as it applies for the purposes of paragraph 18.

...

25A

(1) The document referred to in paragraph 17(2A) and (6A) must—

(a) be in such form as the Secretary of State may by regulations prescribe,

(b) specify any percentage increase or decrease in the retail prices index* calculated in accordance with paragraph 20(A1),

(c) explain the effect of paragraph 17,

(d) specify the matters to which the amount proposed for the new pitch fee is attributable,

(e) refer to the occupier's obligations in paragraph 21(c) to (e) and the owner's obligations in paragraph 22(c) and (d), and

(f)r efer to the owner's obligations in paragraph 22(e) and (f) (as glossed by paragraphs 24 and 25).

(2) Regulations under this paragraph must be made by statutory instrument.

(3) The first regulations to be made under this paragraph are subject to annulment in pursuance of a resolution of either House of Parliament.

(4) But regulations made under any other provision of this Act which are subject to annulment in pursuance of a resolution of either House of Parliament may also contain regulations made under this paragraph.

* From 2 July 2023, the applicable index was changed to the Consumer Prices Index by virtue of the Mobile Homes (Pitch Fees) Act 2023, for notices served on or after that date