FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/45UC/PHI/2024/0032 and HAV/45UC/PHI/2025/0600
Property	**:**	14 The Willows Park, Ford Road, Ford, Arundel, West Sussex, BN18 0BU
Applicant	**:**	The Willows General Management Limited
Representative	**:**	Mr D Sunderland
Respondent	**:**	Ms J Hawkins
Type of Application	**:**	Review of Pitch Fees: Mobile Homes Act 1983 (as amended)
Tribunal member	**:**	Tribunal Judge M Loveday Mr C Davies FRICS Ms T Wong
Date of Hearing	**:**	29 April 2025, Havant Justice Centre (remote)
Date of Decision	**:**	26 July 2025

DECISION

Background

1. Under para 16(b) of Ch.2 of Pt.1 of Sch.1 to the Mobile Homes Act 1983 ("the Act") the Tribunal may, on the application of the site owner or the pitch occupier, determine the amount of a new pitch fee. This decision relates to two pitch fee reviews for a park home at 14 The Willows Park, Ford Road, Ford, Arundel, West Sussex, BN18 0BU. The respondent is the pitch owner, and the applicant has been described as the site operator.

2. The applications were listed for a remote hearing on 29 April 2025. The applicant was represented by Mr D Sunderland of Wyldecrest Parks (Management) Ltd. The respondent pitch owner appeared in person.

The applicant's case

3. Mr Sunderland started by referring to various key documents in the bundle:

    a. The freehold owner of the site was Best Holdings (UK) Ltd, which was part of the Wyldecrest Group[1].

    b. There is a lease of the site dated 7 July 2008 for a term of 40 years from 3 April 2008 granted by Silver Lakes Property Investments Ltd[2] to West Sussex Mobile Homes Ltd. Mr Sunderland referred to office copies of the leasehold title (no.WSX322042). The registered leasehold proprietor is West Sussex Mobile Homes Limited.

    c. The Tribunal observes that entry no.11 on the charges register refers to an underlease of 14 The Willows dated 7 July 2008 for a term of 40 years from 3 April 2008.

    d. The site licence was dated 18 October 2021, which named the applicant as licensee. Mr Sunderland confirmed that the site licence was still in force and held by the applicant.

    e. He then referred to the Mobile Homes Act 1983 written statement which commenced on 27 July 2009. The material terms of the written statement are set out in Appx.A.

    f. The current pitch fee is £252.35 per month.

    g. By a review notice dated 25 September 2023, the applicant proposed a 6.70% increase from £252.35 per month to £269.35 per month from 1 November 2023.

[1] Best Holdings (UK) Ltd is referred to extensively in the FTT and UTLC decisions below as freehold owner of Beechfield Park, Aldingbourne, and The Marigolds Park, Bognor Regis.
[2] Again, described in the previous decisions as the former freehold owner of the other parks until 17 May 2019.

h. By a second review notice dated 23 September 2024, the applicant proposed a 2.20% increase from £269.35 to £275.18 per month from 1 November 2023. This assumed the 2023 review notice took effect.

i. By a further review notice dated 23 September 2024, the applicant proposed a 2.20% increase from £252.35 per month to £257.90 per month from 1 November 2024. This covered the position if the 2023 review notice was of no effect.

Mr Sunderland provided details of the relevant CPI increase calculations to support those increases.

4. The applicant also addressed the issue of whether it was a "fit and proper person" to manage the site. Arun DC had established a register of fit and proper persons under reg.5 of the Mobile Homes (Requirement for Manager of Site to be Fit and Proper Person) (England) Regulations 2020. Mr Sunderland accepted that the respondent had applied to be included in that register under reg.6 and that on 1 November 2021, Arun rejected the application. On 10 June 2022, a differently constituted tribunal dismissed an appeal against the local authority's decision under Sch.4 to the regulations (CHI/45UC/PHR/2021/0002). However, Mr Sunderland explained that in July 2022, a fresh application was made under reg.6. In July 2024, Arun DC again rejected the application. The second decision had also been appealed, although that appeal had not as yet been determined. Arun DC has sought to prosecute the applicant, but the matter is outstanding.

The respondent's case

5. The respondent contended that the presumption in para 20(A1) of the Mobile Homes Act 1983 ("the Act") should not apply. Her case in relation to both applications was set out in a document headed "Respondent's Objections", apparently prepared in October 2024. The objections are not set out in numbered paragraphs, but doing its best, the Tribunal identified four possible issues.

6. First, the respondent pointed to the service charge provisions of the pitch agreement, which included an obligation to contribute to numerous services provided by the site owner. The respondent contended these were unusually onerous. The pitch fee was just for the privilege of stationing the park home on the site. The respondent referred to an October 2023 tribunal decision in Beechfield Park, Hook Lane, Aldingbourne, West Sussex PO20 3XX (CHI/45UC/PHI/2023/0039-0043), which concerned pitch fees at a site owned by another member of the same group of companies as the applicant. This referred to the decision of the Court of Appeal in *PR Hardman & Partners v Greenwood & Another* [2017] EWCA Civ 52, which in turn had observed that occupiers could only challenge their service charges by way of an application to the Tribunal under s.4 of the 1983 Act. In *Beechfield Park*, the tribunal said this:

> "169. The Tribunal is satisfied that the structure of the 1983

agreements for the Park confers considerable benefits on the Applicant. The stripping out of all variable costs from the pitch fee ensures that the Applicant is able to recover its actual costs through the additional charges and the service charge, which gives the Applicant greater certainty than if those costs were part of the pitch fee. This means that in this case where all the variable costs have been stripped out the pitch fee simply represents the return on the capital investment in the Park. The Tribunal is entitled to assume that the Owner when granting the agreement would have ensured that the amount of the original pitch fee agreed gave it a sufficient margin of return. The Tribunal notes that all but three of the Respondents have relatively new agreements with Wyldecrest Parks (Management) Limited which resulted in significant increases in the pitch fee where those new agreements replaced existing ones. Mr Sunderland submitted that the Tribunal should have regard to the capital financing costs in terms of loans and mortgages when considering the review of the pitch fee. The Applicant, however, does not bear those costs which presumably are with the freeholder which technically is not in receipt of the pitch fee.

170. In contrast, the Respondents are disadvantaged by the 1983 agreements at the Park. They do not have the protection of the 1983 Act in respect of those costs that have been stripped out of the pitch fee. In the Respondents' eyes they have already paid for those costs which would have formed the basis for the application of the RPI presumption if they had been subject to a typical 1983 agreement. The Respondents are not able to challenge the additional costs and the service charge through the review procedures for the pitch fee and they have to take out proceedings under section 4 of the 1983 in order to challenge them. This causes confusion on the Respondents' part as to the proper forum for challenging reductions in service and deterioration in the condition of the Park.

171. The Tribunal is satisfied that the above circumstances regarding the 1983 agreements at the Park amount to a "weighty factor" to displace the presumption of the increase in the RPI of 12.3 per cent."

7. In this case, the respondent submitted that the pitch fee was effectively just for the privilege of stationing the home on the site. No maintenance was carried out as part of the pitch fee. The respondent adopted the above reasoning of the 2023 tribunal in *Beechfield Park*, which involved materially the same service charge provisions as this application. There were no security gates or amenities on the park, just the roadway, visitor's carpark, sewerage and limited lighting. The upkeep of these were covered by the separate management charges along with any other work completed on site.

8. Secondly, the applicant was not a "fit and proper person" to manage the site. This was relevant because of its job role.

9. Thirdly, there had been deterioration in the standard of the site:

a. Since moving into the park home in October 2022, the respondent had asked several times for a diagram showing measurements/dimensions of the pitch she was paying to stay on. So far, this has not been provided. As a result, the respondent did "not know where the pitch starts or ends".

b. There were 2 drains in the roadway in front of the pitch that were constantly blocked and caused flooding in the road. There was no footpath, so drivers and pedestrians were affected by this. The respondent cleared the debris from the top of the drains on a regular basis and as far as she knew this had never been done as part of any regular site maintenance.

c. There was a BT access cover in one of the steps of the pitch and the respondent referred to photographs showing that the concrete surrounding was degrading.

d. There was also crumbling of the concrete edge of the site road which had (for a considerable time) been cordoned off with traffic cones. Again, there were photographs showing the problem. These defects were a health and safety hazard.

e. The respondent accepted that each of these defects had been here for some time.

10. Fourthly, the respondent pointed out that the registered freehold owner of the site was West Sussex Mobile Homes Ltd, which was not the name of the applicant. The respondent's statement of case set out details of the confusing information she had been given. Statements of Account and invoices came from Wyldecrest Parks. Letters regarding charges came from the applicant, albeit using Wyldecrest's London address. The original Mobile Home Act 1983 agreements were made with Sussex Mobile Homes Ltd and various notices of assignment between 2012 and 2015 had all named Sussex Mobile Homes as site owners. The most recent, dated 5 October 2022, named Wyldecrest as site owner. The 2021 and 2022 pitch fee review notices were from West Sussex Mobile Homes Ltd, whereas the current two review notices came from the applicant. The respondent's welcome letter on 18 October 2022 was from West Sussex Mobile Homes Ltd, whereas the customer information form and Direct Debit Instruction included were from Wyldecrest Parks.

11. The respondent's statement of case also quoted from a letter from the applicant in July 2024, although no copy was produced. It stated that in light of recent Tribunal decisions, the opportunity had been taken to review the ownership structure of The Willows Park. Several leases of individual pitches had been surrendered and transferred to applicant, which already held the headlease for the park as well as the site License. UK Properties Management Ltd was described as "collection agent on behalf of the Site Owner". The respondent queried whether the letter was legal evidence of ownership. If so, from what date?

The applicant's response

12. In relation to the first argument, Mr Sunderland emphasised that the service charge obligations were express terms of the agreement. In relation to the 2023 Tribunal decision in *Beechfield Park*, this had been successfully appealed to the Upper Tribunal (Lands Chamber), and he referred to the appeal decision in *The Beaches Management Ltd v Furbear and others* [2024] UKUT 180 (LC). In the appeal decision, Judge Cooke stated at [49-50] that:

> "49. Whilst provision for a separate service charge is perhaps unusual in an agreement to which the 1983 Act applies, it is not unknown and certainly not prohibited by the statute, and indeed the FTT did not suggest that it was; nor did the FTT suggest that the presence of a service charge was by itself a weighty factor that could displace the presumption of an RPI increase. Instead, it appears to have made an evaluation of the advantages and disadvantages conferred by these specific agreements on the parties. But it did not explain that evaluation. No reference was made to the amounts being charged by way of service charge. In saying "*all the costs normally associated with the pitch fee have been stripped out by the Appellant and recovered by means of additional charges and a service charge*" the FTT appears to have made an assessment that the respondents were not getting enough in return for their pitch fee. But there is no analysis to explain that. One is left with the impression that the FTT felt that the pitch fee was too high, did not think it was able to go into the reasons the respondents put forward as to why it was too high, and did what it thought was the best it could by denying the appellant an increase.
>
> "50. In my judgment the FTT did not properly explain its finding that it was unreasonable for the pitch fee to be changed, and that finding is set aside."

The pitch fee review had been remitted to back to a differently constituted tribunal for reconsideration, but it had not yet been determined.

13. In relation to the second point, namely the lack of a 'fit and proper person' to manage the site, Mr Sunderland submitted that none of this had anything to do with the pitch fee review. There was no case law in relation to whether the lack of a fit and proper person to manage the site was a "weighty factor" in the context of a pitch fee review. He submitted that the 'fit and proper person' regime was entirely separate to the pitch fee review process: Indeed, many local authorities did not even maintain 'fit and proper person' regimes. 'Fitness' to manage did not affect the amenities of the site. There was a site licence, the applicant was the licensee, and the local authority had not taken any enforcement action in relation to the licence.

14. As to the alleged deterioration in the condition and disrepair, Mr Sunderland accepted that this could justify a departure from a CPI pitch fee increase, even though the relevant services were paid for through the

service charges. But he argued the applicant was not responsible for the alleged deterioration:

a. There was no requirement to provide a pitch plan.

b. There was no record of any problem with the drains.

c. In relation to the section of crumbling concrete, the photographs showed a green chain link fence running parallel to the edge of the roadway, with the crumbling concrete between them. It was unclear where the site boundary lay: it might go along the edge of the roadway as opposed to along the line of the fence. But in any event, there was no deterioration and the damage was *de minimis*.

d. The BT access cover was on the pitch. Mr Sunderland accepted that the statutory implied term 21(c) made the site owner responsible for "repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home". But the parallel obligation on the pitch owner at implied term 22(d)(ii) made the respondent responsible for maintenance of the "pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition".

15. As to title, this was addressed briefly in the applicant's reply to the first application dated 9 October 2024. The applicant was the holder of the site licence and the leases for the Park, and it was the "site owner" as defined by s.5 Mobile Homes Act 1983. The respondent had been informed of this at para 6 of the Pitch Fee Review For. In his oral submissions, Mr Sunderland gave some further details of the applicant's interest in the site. The applicant held "leases", but these were not in the bundle. Under the Caravan Sites and Control of Development Act 1960 Act, a licensee had to be the "occupier" of land, and section 1(3) defines an occupier as "in relation to any land, the person who, by virtue of an estate or interest therein held by him, is entitled to possession thereof or would be so entitled but for the rights of any other person under any licence granted in respect of the land".

Discussion

16. The 1983 Act governs the terms on which someone may station a mobile home on land and occupy it as their only or main residence. It does so by implying standard terms into agreements between site owners and the occupiers of a pitches. In effect, the regime allows the parties to negotiate the initial bargain between themselves in the open market. But any subsequent increase is limited by the statutory implied terms in Ch.2 of Sch.2 to the Act. Amongst other things, the implied terms provide for pitch fees to be reviewed annually, either by agreement or by the tribunal on the application of one of the parties.

17. By paragraph 16 of Sch.2 to the Act, the pitch fee may only be changed by

the tribunal if it "considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee". Paras 18, 19 and 20 of Sch.2 explain what is to be taken into account in determining a new pitch fee:

> "18(1) When determining the amount of the new pitch fee particular regard shall be had to –
>
> (a) any sums expended by the owner since the last review date on improvements—
>
> (i) which are for the benefit of the occupiers of mobile homes on the protected site;
>
> (ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and
>
> (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the appropriate judicial body, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;
>
> (aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph;
>
> (ab) in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this subparagraph);
>
> (b) …
>
> (ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and
>
> (c) …
>
> (1A) But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.

(2) [calculating a majority of the occupiers]

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

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

> "(A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the [consumer][3] prices index calculated by reference only to—
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> (a) the latest index, and
>
> (b) the [consumer] prices index published for the month which was 12 months before that to which the latest index relates."

19. The factors which may displace the presumption in para 20(A1) are not limited to those set out in para 18(1), but they may include other factors: *Vyse v Wyldecrest Limited* [2017] UKUT 24 (LC) at [45]. In *Vyse*, the Upper Tribunal (Lands Chamber) considered the test for the relevance of other factors was:

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

A failure to carry out repairs and maintenance is capable of amounting to such an additional factor under paragraph 18(1): *Wickland (Holdings) Ltd v Esterhuyse* [2023] UTLC 147 (LC).

20. Upon application, the Tribunal must determine two things. Firstly, it must decide whether the change in the pitch fee is reasonable. Secondly, it must determine the new pitch fee.

Service charges

21. It is common ground that separate service charges are demanded in addition to the pitch fee. The respondent stated she had received copy invoices for these charges, and that they covered general maintenance, park improvements and management charges, together with sewerage, water and electricity costs. But the Tribunal was not provided with copies of any service charge demands, neither was it told the level of those charges.

22. The Tribunal finds the reasoning of the 2023 tribunal in *Beechfield Park*

[3] The former reference to the retail prices index in paragraph 20(A1) was changed to the consumer prices index from 2 July 2023.

quoted at para 6 above to be persuasive, insofar as the earlier tribunal found that service charge liability could be a weighty factor to displace the statutory presumption of a pitch fee increase. Indeed, Mr Sunderland accepted in argument that the Upper Tribunal (Lands Chamber) had not said otherwise in paras 49-50 of the 2024 appeal decision also quoted above.

23. However, that does not mean it is enough to displace the presumption of a CPI pitch fee increase for the respondent to point to the "structure of the 1983 agreement which conferred considerable benefits on the Site Owner whilst disadvantaging the Home Owners". The Upper Tribunal (Lands Chamber) explained that the mere "presence of a service charge" was not "by itself a weighty factor that could displace the presumption". This was the reason the matter was remitted back for a tribunal to reconsider the effect of the service charges on the pitch fee, and to explain the reasoning for doing so. What the Upper Tribunal said was that there needed to be a proper "evaluation of the advantages and disadvantages conferred by these specific agreements on the parties", specifically by reference to the amounts of the service charges.

24. It follows that it is open to this Tribunal to make an "evaluation of the advantages and disadvantages" covered by the service charge provisions, although it needs to do so by reference to evidence of the service charges actually levied during the relevant period. But in doing so, we face an insuperable evidential problem, since there is no information at all about the service charges actually levied at The Willows Park. Although that evidence could easily have been provided by either party, it was simply not presented to the Tribunal during the course of the hearing.

25. The Tribunal therefore finds that the service charge provisions alone are not a weighty factor which enables the Tribunal to displace the statutory presumption of a CPI pitch fee increase.

Fit and proper person

26. The respondent is justifiably concerned about the applicant's status. The applicant was specifically found not to be a 'fit and proper person' to manage the site in 2021, but it still served the pitch fee review notices which are the subject of these two applications. The applicant appears to continue to manage the site some three years after this tribunal confirmed it was unfit to do so.

27. As already explained, the requirement for a register of fit and proper persons appears in reg.5 of the 2020 regulations. The regulations were made under ss.12A to 12E of the Caravan Sites and Control of Development Act 1960 (as amended). The principal provision of the 1960 Act is at s.12A:

> **"12A Requirement for fit and proper person**
>
> (1) The Secretary of State may by regulations provide that an occupier of land in England may not cause or permit any part of the land to be

used as a relevant protected site unless (in addition to the occupier's holding a site licence as mentioned in section 1) the local authority in whose area the land is situated—

(a) are satisfied that the occupier is a fit and proper person to manage the site or that a person appointed to do so by the occupier is a fit and proper person to do so; or

(b) have, with the occupier's consent, appointed a person to manage the site.

(2) The regulations may provide that, where an occupier of land who holds a site licence in respect of the land contravenes a requirement imposed by virtue of subsection (1), the local authority in whose area the land is situated may apply to the tribunal for an order revoking the site licence in question.

(3) The regulations may create a summary offence relating to a contravention of a requirement imposed by virtue of subsection (1).

(4) Regulations creating an offence by virtue of subsection (3) may provide that, where an occupier of land who holds a site licence in respect of the land and who is convicted of the offence has been convicted on two or more previous occasions of the offence in relation to the land, the court before which the occupier is convicted may, on an application by the local authority in whose area the land is situated, make an order revoking the occupier's site licence on the day specified in the order."

28. It is clear from s.12A(1) that the 'fit and proper person' regime in the 1960 Act is directed at *management* of park homes. The controls are not directed at regulating the contractual rights and obligations between site owners and pitch owners, such as rights to vary pitch fees or service charges, obligations to maintain, etc. Those contractual relationships are principally regulated by the terms implied by Sch.1 to the 1983 Act. Moreover, s.12A includes specific consequences in the event that a person is found to be managing a site when they are not included in a local authority's register of fit and proper persons. These consequences include revocation of the site licence (s.12A(2) of the 1960 Act and reg.12 of the 2020 regulations) and prosecution (s.12A(3) of the 1960 Act and reg.11 of the 2020 regulations).

29. Ultimately the Tribunal therefore accepts that fitness to manage is not a weighty factor which it may properly take into account when considering a pitch fee increase. This is essentially because the consideration of fitness forms part of a discrete statutory code, with its own remedies for breach. As Mr Sunderland succinctly put it, the 'fit and proper person' regime does not have "anything to do with the pitch fee review".

Deterioration and condition

30. The evidence to support the alleged deterioration/lack of repair is limited. The photographs of the various defects are not entirely clear and there are no plans of the pitch or the site. But doing its best on the very limited

evidence provided, the Tribunal finds the following facts:

a. The drain gulleys (only one of which was shown in the photographs) are located on the site. They provide drainage for the site and the Tribunal accepts the respondent's evidence that are in the roadway in front of the pitch.

b. The narrow strip of land between the green chain link fence and the roadway forms part of the site. On balance, it is more likely than not that the fence was erected along the perimeter of the site, which mean that the strip of land is within the site boundary inside the fence. Indeed, Mr Sunderland did not positively assert that the site boundary ran along the edge of the road as opposed to along the line of the fence. He merely stated that the position of the boundary was unclear.

c. The BT access cover is located on the pitch. The respondent accepted the cover was on "one of the steps" within the pitch, although the photographs do not suggest it forms part of the concrete base.

31. The Tribunal also therefore finds that the applicant was responsible for maintenance of the gulleys and the strip of land next to the fence under statutory implied term 22(d)(ii). Although the BT access cover is located on the pitch, the applicant is responsible for maintaining "gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home" under implied term 22(c). The Tribunal rejects the suggestion by the applicant that the telephone company (not the applicant) "supplied" the access cover, since clause 9(c) of the express terms in the written statement requires the applicant to "supply … telephone services". It therefore also finds the applicant was responsible for repairs to the telephone access cover.

32. The Tribunal finds that:

a. The applicant was in breach of its implied obligation to maintain the strip of land between the roadway and the fence and the BT access cover. The photographic evidence of crumbling concrete was supported by the fact that the applicant had seen fit to place traffic cones to warn about the risks involved.

b. There was also a minor breach of the express and implied obligations to maintain the BT access cover. The photograph of the access cover showed some cracking to the concrete surrounding it.

c. The Tribunal does not find the applicant breached its obligation to maintain the drains. The single photograph of one gulley did not show any defects to the gulley, merely some debris caught by the gulley cover (which is its function). The photograph did not support the suggestion by the respondent that the drain was blocked or that there was constant flooding of the road.

33. Finally, applying the above findings to the question before the Tribunal,

namely the pitch fee review, there is no evidence the strip of land or the BT access cover have deteriorated since the last review. Indeed, the respondent accepted they had not.

34. Insofar as disrepair might amount to another 'weighty factor', in the scheme of things the defects are relatively minor. They do not appear to have caused any real or lasting inconvenience. If pressed to quantify the effect of disrepair on the amenity of the pitch in "rental" terms, they might be worth perhaps 1% of the pitch fee. This level of disrepair cannot therefore be said to amount to a "weighty" factor sufficient to displace the statutory presumption in para 20(A1) of Sch.4.

Title

35. The applicant has evidently caused the respondent a great deal of confusion about who exactly the site owner is. Such complaints are not merely academic. As the Upper Tribunal explained in *Beechfield Park* at [54], the ownership structure adopted by the applicant's group of companies raises "unanswered questions":

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

36. Although these comments were directed to the site at Aldingbourne, there are also "unanswered questions" about the site in this case. Part of the confusion is created by the applicant's failure to provide even the simplest of evidence of ownership in response to specific complaints by the respondent. Unfortunately, this appears to be a consistent theme. In the appeal against the 'fit and proper person' decision mentioned above, the 2022 tribunal commented at para 43(d), in relation to the self-same title issue:

> "(d) The Applicants provided with their applications no evidence of their legal estate or equitable interest in the respective sites. The Applicants purported to answer this question by stating: 'holder of site licence'. The Tribunal is satisfied that this did not amount to evidence of the Applicants' legal title. The Applicants have

subsequently stated they are the leaseholders of their sites. They have still declined to provide a copy of the lease save the title and signatories page (contrary to paragraph 5 of schedule 2)".

37. The Tribunal agrees with the observation that it is not enough for the applicant to say it is the licence holder for the site. There must be some evidence of legal title. And in this case, there is of course some documentary evidence of title, namely the office copies for the headlease. Their usefulness is tempered by the fact that the register was only accessed on 25 July 2022, and that they show the applicant was not the registered proprietor of the headlease in mid-2022. By the date of the 2023 Pitch Review notice, this seems to have still been the case. So much is confirmed by the July 2024 letter referred to by the respondent, which suggested the title structure had only recently been changed. It is also supported by the Upper Tribunal decision in *Beechfield Park* at [59], where it was aid the group had recently conducted a more general review of title structures for several of its sites. These are both consistent with the suggestion by Mr Sunderland that the appellant has now acquired the headlease and surrendered or bought in various underleases. The timing of the July 2024 letter suggests ownership was regularised in early to mid-2024. But in event, the evidence suggests the applicant became the leasehold owner of the site at some point between the 2023 and 2024 pitch fee review notices.

38. The Tribunal therefore finds the following facts:

    a. At the date of the 2023 pitch fee review notice (25 September 2023) the applicant had no legal interest in 14 The Willows or the site. The most probable party with a leasehold interest was West Sussex Mobile Homes Ltd.

    b. The 2023 review notice stated it was "from" the applicant and signed by C.J. Ball on its behalf. The Tribunal notes from para 8 of the Tribunal decision of 10 June 2022 referred to above that Mr Christopher James Ball is a director of the applicant.

    c. By the date of the 2024 pitch fee review notice (23 December 2024) the applicant had a leasehold interest in 14 The Willows and the site.

    d. The 2024 review notice stated it was "from" the applicant and signed by C.J. Ball on its behalf.

    The Tribunal's findings of fact on (a) and (c) are of course based on limited evidence. It recognises that a future tribunal might reach a different conclusion on these facts in the light of rather better evidence.

39. The Tribunal now turns to the legal position. It considers that a pitch fee review notice may only be given by the person who is (in law) entitled to receive the pitch fee.

40. Para 17(1) of Sch.1 to the 1983 Act states that:

"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.

... (4) If the occupier does not agree to the proposed new pitch fee—

(a) the owner ... the occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;"

In other words, the review notice must be given by the "owner". The "owner" is also the only person (apart from the occupier of the pitch) who is entitled to apply to the tribunal to determine the new pitch fee.

41. Under s.5 of the 1983 Act:

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

42. In short, the review notice may only be given by someone who has a legal interest in pitch, and who is what might loosely described as the occupier's "landlord". This position is supported by the context of the statutory provisions. As explained above, the main object to Sch.1 to the Mobile Homes Act 1983 is (as explained) to regulate the existing contractual obligations between the parties. Under such contractual obligations, a rent review could only normally be initiated by the tenant's immediate landlord or their authorised agents: see for example *Cordon Bleu Freezer Food Centres v Marbleace* (1987) 284E.G. 786. In other words, the statutory provisions mirror the position at common law.

43. The Tribunal has already held that at the date of the 2023 pitch review notice, the applicant did not hold any interest which entitled it to possession of 14 The Willows. In December 2023 it was not the "owner" within the meaning of the Act. The 2023 pitch review notice was therefore of no effect. That objection does not apply to the 2024 pitch review notice, because by that time the evidence suggests the applicant had become the leasehold owner of the pitch and the site.

Rule 13(1) costs

44. Under r.13(1)(b) of the Procedure Rules, a tribunal may make an order in respect of costs "if a person has acted unreasonably in bringing, defending or conducting proceedings". Under r.13(2), it has a more general discretion to order a party to reimburse another party's fees.

45. In *Willow Court Management Company (1985) Ltd v Alexander* [2016] UKUT 0290 (LC) at para 28, the Upper Tribunal suggested three

convenient stages for the award of costs under Rule 13(1)(b):

(a) Stage 1: Whether the party has acted unreasonably. If there is no reasonable explanation for the conduct complained of, the behaviour will properly be adjudged to be unreasonable, and the threshold for the making of an order will have been crossed.
(b) Stage 2: Whether the First-tier Tribunal ought (in its discretion) to make an order for costs or not. Relevant considerations include the nature, seriousness, and effect of the unreasonable conduct.
(c) Stage 3: Discretion as to quantum. Again, relevant considerations include the nature, seriousness, and effect of the conduct.

46. The applicant sought a contribution of £250 towards its costs under r.13(1) and reimbursement of its £22 application fee under r.13(2). Both related solely to the second application, namely the 2024 pitch fee increase.

47. Mr Sunderland's r.13(1) application was relatively straightforward. His contention was that in the second set of proceedings, the respondent had merely argued that she wished to rely on her statement of case in the first application. He contended that in the 2024 review, the respondent could not rely on the same grounds of refusal as would have been determined by the Tribunal in the review for the previous year.

48. The Tribunal finds that the respondent has not acted unreasonably. There is no reason why she cannot properly rely on substantially the same arguments in both reviews. It may well be that she cannot rely on the same *deterioration* in two consecutive review periods, but that is not the same thing. Moreover, the applicant and the Tribunal have both dealt with most of the arguments in the two applications. Even if the Tribunal found that the respondent acted unreasonably, it would in any event not be minded to use its discretion to make a r.13(1) order. This is because the respondent's approach to the second application had no negative impact on the conduct of the proceedings, and it has not had any apparent effect on the way the applicant has pursued its case.

49. For the sake of completeness, the Tribunal also declines to make any order for costs under r.13(2). There is nothing in the respondent's conduct of the second application that can be criticised. The overall result in this these applications is that the pitch fee has not increased to the level sought by the applicant, and that is another consideration the Tribunal takes into account under r.13(2).

Conclusions

50. The Tribunal therefore finds that the 2023 pitch review notice was of no effect.

51. Apart from this, it was reasonable for the respondents' pitch fees to increase by CPI.

52. The pitch fee for 14 The Willows should therefore increase by 2.20% from £252.35 per month to £257.90 per month from 1 November 2024.

53. No orders are made under rules 13(1) and 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Judge Mark Loveday

26 July 2025

APPENDIX A: EXPRESS TERMS

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Your obligations	
To pay Pitch fee	4. You undertake with Us as follows:
	To pay Us the monthly pitch fee of *£159.30* without deduction or set-off (unless legally entitled to it) by equal monthly payments in advance on the first day of each month. This clause will be reviewed in accordance with Clause 10.
	Should our right to charge commission in accordance with Clause 8(b) be removed or restricted by law then We reserve the right to further review the pitch fee in accordance with Clause 10(d).
To pay interest on unpaid sums	(a) To pay interest on all sums due from You under this agreement which are outstanding more than seven days after the date when they became due. Interest will be charged at the rate of 4% above the base lending rate from time to time in force of HSBC Bank plc from the date when such payment became due to the date of actual payment
To pay outgoings	(b) To pay Us in respect of all charges incurred by You for the supply of electricity, gas, telephone and all other services supplied to the mobile home together with Community Charge or such other rate tax or charge which shall be charged to You in substitution for or in addition to it.
To pay the Estimated Service Charge	(c) To pay the Estimated Service Charge for each year of the Term in equal monthly instalments, of the reasonable costs and expenditure, including charges, commissions, premium, fees and interest, paid or incurred, or deemed to be paid or incurred, by Us in respect of:
	! providing and undertaking the Services, and performing our other obligations in this agreement,
	! employing the necessary people to perform the Services and our other obligations under this agreement including, but without limiting the generality of the above, remuneration, payment of statutory contributions and reasonable health, pension, welfare, redundancy and similar or ancillary payments, and providing work clothing,
	! the expense of making, preparing, maintaining, rebuilding and cleaning anything, such as ways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences, used for the Park in common with any other pitches,
	! administering and managing the Park and preparing statements or certificates of and auditing the expenses incurred in performing the Services,
	! providing and performing any reasonably necessary services for the better and more efficient management and use of the Park and the comfort and convenience of its

	occupants not specifically mentioned in this agreement,
	! discharging any taxes, rates, charges, duties, assessments, impositions and outgoings in respect of the Park, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications,
	If in any year of the Term the amount of the Actual Service Charge incurred by Us is more than the Estimated Service Charge paid by You, We will bill You for the shortfall, and You will pay Us the shortfall within 28 days of the date of the bill.
To pay costs	(d) To pay all reasonable costs, charges and expenses (including legal costs and surveyors' fees) incurred by Us in relation to:
	! any process or proceedings in respect of termination of this agreement (including Our disconnection charge);
	! the assignment of the agreement (including our administrative fee);
	! in respect of giving effect to or requiring the performance of any of the provisions of this agreement (including legal proceedings); and
	! Every application made by You for a consent or licence required by the provision of this agreement, whether it is granted, refused or offered subject to any lawful qualification or condition, or the application is withdrawn.
	This obligation is subject to your rights under CPR Rule 48.3.
	44. Clause 10 of the Express Terms provided as follows:
Our obligations	9 We undertake with You as follows: ...
To maintain services and facilities	(c) At all times whilst this agreement is in existence to use our best endeavours to provide and maintain the facilities available to the pitch at the date of this agreement including the provision of sewerage and water, supply of electricity and telephone services. ...
Review of Pitch fees	10 ... (d) We reserve the right to further review the Pitch fee to take account of changes in legislation (including but not limited to, changes in the rate of value added tax) or maximum rate of commission payable on the sale of your mobile home. We shall deliver to each occupant a written notice specifying the amount of the new Pitch fee and the basis upon which it was calculated. The new Pitch fee will be payable 28 days after the written notice is sent to You.

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.