FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/45UC/PHI/2024/0018- 0025, 0027-0031 & 0034 and HAV/45UC/PHI/2025/0612 to 0630 & 0633
Property	**:**	Various pitches at The Marigolds Park, Shripney Road, Bognor Regis, West Sussex, PO22 9PB (1)
Applicant	**:**	Marigolds Management Ltd
Representative	**:**	Mr David Sunderland
Respondents	**:**	The pitch occupiers as listed in respect of each relevant year
Representative	**:**	Ms Penny Gee (except Pitch 61)
Type of Application	**:**	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
Tribunal Members	**:**	Judge J Dobson Mr MJF Donaldson FRICS Mr J Reichel FRICS
Date of Hearing	**:**	23rd and 24th July 2025
Date of Re- convene	**:**	19th August 2025
Date of Decision	**:**	10th October 2025

DECISION

List of Respondents and their Pitch Numbers

CHI/45UC/PHI/2024/0018- 0025, 0027- 0031 & 0034 ("the 2024 Proceedings")

Jayne Potter- 8
Ronald and Rose Chapman- 19
Heather Lumley- 22
George and Denise Wiles- 25
William and Lindsey Griffin- 34
Julie Butler- 46
Karen Barnes- 54
Wendy Hornsby- 55
Lynn Thomas- 59
Anne Fleming- 60
Penny Gee- 62
Ronald and Rosemary Fairminer- 63
Alan Fitfield- 65
Martin and Sarah Norris- 67

HAV/45UC/PHI/2025/0612 to 0630 & 0633 ("the 2025 Proceedings")

John Money and Jane Clinch- 7
Jeanette Adkins- 10
Jean Sadler- 15
Ronald and Rose Chapman- 19
Hazel and Frederick Latimer- Jones- 21
Heather Lumley- 22
George and Denise Wiles- 25
Phyllis Fear- 30
Karen Weetman- 40
Leslie John McKee- 45
Julie Butler- 46
Graham Wood- 51
Wendy Hornsby- 55
Lynn Thomas- 59
Anne Fleming- 60
Robert and Karen Sobkowiak- 61
Penny Gee- 62
Alan Fitfield- 65
Michael and Ann Green- 66
Martin and Sarah Norris- 67

Summary of Decision

1. **The Tribunal determines that the Pitch Fee Review Notices and Forms issued by the Applicant on 25th September 2023 are invalid and hence the pitch fees for the pitches occupied by the Respondents to the 2024 Proceedings for the year 1st November 2023 onward remain at the levels of the pitch fees for the year 1st November 2022 onward.**

2. **The Tribunal determines that the Pitch Fee Review Notices and Forms issued by the Applicant on 25th September 2024 are valid.**

3. **The Tribunal determines that the pitch fees for 1st November 2024 onward are the figures for 1st November 2023 plus an increase of 2.2% percent, save in the instance of Pitch 62. The new pitch fees are set out in the body of the Decision.**

4. **The Tribunal determines that the effect of the weighty factor of the reduction in size of Pitch 62 reduces the value to a slightly greater extent than the 2.2% increase which would otherwise have applied, but where it is appropriate to limit the effect to there being no increase such that the pitch fee for the year 1st November 2024 onward remains at the level determined above for the year 1st November 2023 onward.**

5. **The Tribunal grants in part the Applicant's applications for recovery of the Tribunal fees for the 2025 proceedings against the Respondents solely involved in those proceedings and refused the applications otherwise.**

Background

6. The Applicant is the head lessee of The Marigolds Park, Shripney Road, Bognor Regis, West Sussex, PO22 9PB ("The Marigolds"/ "the Park"), a protected site. The Applicant holds the Site Licence, for 60 residential homes [4/121- 128 and 1643- 1651].

7. There are various other companies with relevant roles in respect of the Park or which have held such roles from time to time and are referred to individually or collectively in this Decision. Most notably Best Holdings (UK) Ltd ("Best") is the freeholder of the Park; Wyldecrest Parks (Management) Ltd ("Wyldecrest") was the agent of Best in the entry into some pitch occupation agreements; and Silk Tree Properties Ltd, Sussex Mobile Homes Ltd and West Sussex Mobile Homes Ltd were until at least May 2024 the holders of leases of individual pitches ("the pitch leases"), between them covering all of the pitches on the Park. The bundles contain various related title documents [4/ 1101- 1401 and 5/1111- 1137].

8. The Respondents are the occupiers of pitches ("pitch occupiers") on which park homes owned by them are situated, the pitch numbers being as listed above. The Respondents are represented with the exception of the occupiers of Pitch 61, who the Tribunal understands are accepted as not having agreed the increased fee but who took no active part in the proceedings.

9. Where this Decision refers to the Respondents and others who occupy pitches on the Parks (or indeed equivalent occupiers generally) the term "pitch occupiers" is used. The Respondents vary significantly between the 2 sets of proceedings to which this Decision relates, as can be seen on the lists of Respondents, although there is some overlap. Each is understood to occupy pursuant to a written agreement, of varying ages, although Ms Lumley of Pitch 22 lacked a copy of hers, requesting one [4/1676]. The bundle contains a document [259- 292] in the correct sequence within the bundle to be that related to Pitch 22 but does not state the pitch- although it has not been asserted that is not the agreement or that there was none in the usual terms. The parties reflect those at the time of the agreements commencing, as usual, and are of no direct significance.

10. The leases of the pitches ("pitch leases") granted to the pitch leaseholders were granted by the then freeholder on various dates The headlease for each Park was entered into only more recently in 2016. It is therefore an intervening layer. However, it did not alter the provisions of the pitches leases already granted, save that various rights and obligations then of the freeholder became of the Applicant for the term of its leases.

11. In May 2024, the leases held by Silk Tree Properties Ltd, Sussex Mobile Homes Ltd and West Sussex Mobile Homes Ltd were assigned to the Applicant. That is very relevant to the later set of proceedings, as explained below.

12. The Applicant was one of several parties (and the other companies named above were some of those parties) involved in proceedings under case reference CHI/45UC/PHC/2023/0004 and CHI/45UC/PHC/2023/0005 related to the Park and another site known as The Beeches which was referred to in this case ("the 2024 Decision") [4/ 1450- 1487]. It was determined there that no party in respect of either the Park or The Beeches was entitled to recover service charges, having no contractual relationship with the pitch occupiers (nor was there such a right between the various companies with interests or former interests) which permitted that. That determination was at least implicitly endorsed by the Upper Tribunal in its decision in *The Beaches Management Limited v Furbear and Others* [2024] UKUT 180 (LC) (which the Tribunal refers to below as "*Furbear*") [4/ 845- 859], although the Respondents have referred to it by the appeal reference of LC- 2023- 759. It is perhaps worth adding for the avoidance of doubt that the 2024 Decision dealt with the principle of who could demand service charges from the pitch occupiers- no-one as matters stood- and did not make any determination about any element of service charges which had been demanded, which was not a question asked of, much as the pitch occupiers included a good deal of documentation about such charges. Of

course, as no- one was entitled to demand service charges anyway, it mattered not what the specifics of the demands had been for the purpose of that case. There are various documents produced to the Tribunal in respect of a related Costs Decision [5/ 1142- 1154] but they have no direct relevance to the issues for determination in this case.

The Applications and history of the case

13. The Applicants made applications [4/3- 114] dated 10th January 2024 ("the 2024 proceedings) and [5/2- 161] ("the 2025 proceedings") for determination of the pitch fee for the various pitches where the new pitch fee proposed had not been agreed. Both of those proposed increases were by the level of the increase in the Consumer Prices Index ("CPI") last published during the 12 months prior to the date on which the Pitch Fee Review Notices were served. In respect of the 2024 proceedings, the proposed increase was by 6.7% and in respect of the 2025 proceedings by 2.2%. Evidence of the relevant rise in the CPI was provided [4/ 830 and 5/ 1139] and was not in dispute.

14. In the event, the 2024 proceedings took some time to reach a hearing. The 2025 proceedings were somewhat accelerated by the Tribunal so that they could be heard together with the 2024 proceedings, given the similar parties- although not all pitches relevant to one year were also relevant to the other- and extent to which it appeared the same issues may arise. The two sets of proceedings have required various sets of Directions [4/115-120 and 5/ 277- 352]. Those are referred to below where relevant but are not otherwise commented on in this Decision.

15. As the Respondents had objected to the applications in response to initial Directions [4/ 816-829 and 5/ 162- 180] the Directions included a requirement for more detailed cases to be prepared. They provided for the Applicant to produce a bundle of documents relied on by the parties in respect of the 2024 Application. The Applicant produced a PDF bundle amounting to 1861 pages in advance of the final hearing. Much of that [4/ 129- 674] comprised the pitch occupation agreements in respect of the relevant pitches. The Directions required the Respondent to provide a bundle of additional documents relied on by the parties in respect of the 2025 Application. The Respondents produced a PDF bundle amounting to 1195 pages, including additional pitch agreements [5/927- 984].

16. Whilst the Tribunal makes it clear that it has read the bundles, the Tribunal does not refer to all of the documents in this Decision, it being unnecessary to do so. Where the Tribunal refers to specific pages from the 2024 bundle, the Tribunal does so by numbers in square brackets prefixed by a "4" and then "/" [4/], with reference to PDF bundle page-numbering. Where the Tribunal refers to specific further pages from the 2025 bundle, the Tribunal does so by numbers in square brackets prefixed by a "5" and then "/" [5/], with reference to PDF bundle page-numbering. That approach has been taken above as will have been seen and is continued below.

17. This Decision seeks to focus on the key issues relevant to the determinations made. Various matters mentioned in the bundle or at the hearing do not require any finding to be made for the purpose of deciding the relevant issues. Even so, the volume of issues raised and in dispute necessitates quite some discussion and precludes a decision nearly as concise as ideal.

The Inspection

18. The Tribunal inspected the Park from 10am on the morning of 23rd July 2025 in order to understand the nature and layout of the Park. The Tribunal observed the overall condition. The Tribunal did not seek to conduct anything similar to a formal survey either in respect of specific matters or generally.

19. The Tribunal saw the condition of the Park approximately 8 months from the date of the 2024 Pitch Fee Review Notice and some 20 months from the date of the 2023 Pitch Fee Review Notice. The Tribunal is mindful that the inspection can only demonstrate the condition on the date the inspection took place and does not of itself identify the condition on any other date but as no issue arises about deterioration in the condition of the Park over time, no relevant assessment is required.

20. When the Tribunal attended, Ms Gee and limited others on behalf of the Respondents were on the Park. Mr Sunderland for the Respondent was not. The Tribunal had been informed that he was delayed in traffic. The Tribunal had allowed approximately ten minutes from the stated time of the inspection but considered that progress was then required.

21. In those circumstances, the Tribunal stated that it would inspect unaccompanied. The Respondents left for the hearing venue. No matters were raised by the Respondents with the Tribunal or vice versa. Mr Sunderland attended a little while later whilst the Tribunal was inspecting. The Tribunal informed him of the above and Mr Sunderland also left for the hearing venue. No matters were raised for the Applicant with the Tribunal or vice versa. The Tribunal completed the inspection.

22. To the left of the entrance, if facing the Park from the public road, there was a notice board, which contained an up- to- date plan of the Park (the hardstanding marked as Pitch 67). The Tribunal noted that carefully, given that it differs from the plans within the bundle.

23. The Park had by its entrance, to the right when looking from the public road, empty hard- standing apparently for a pitch and across a side access road from that were new- looking park homes. There had been, the Tribunal had identified from the bundle, a building at the front of the Park, which documents in the bundles indicate was called Marigold Cottage. It was apparent that had been removed to create the area occupied by the hardstanding- and it seemed some of the area occupied by the above two new pitches.

24. The Tribunal noted the former site of the visitor parking spaces to which reference was made on behalf of the Respondents, to the other side of the entrance. The Tribunal noted the two pitches on that area and that those looked relatively new as compared to the remainder of the Park.

25. The Tribunal noted the location, size and shape of the pitch of Ms Gee, 62, and the two new park homes partly on the former site of the cottage, behind Ms Gee's home when viewed from her pitch, in light of her specific assertions.

26. Save for the above park homes towards the front of the Park, the park homes were an older style, varying in age to some extent it seemed, but in apparently good condition. The pitches all appeared longstanding. They are compact and have limited exterior space and limited parking- some may accommodate 2 vehicles, but the Tribunal considered far from all. The Tribunal identified no obvious available parking spaces other than on the pitches themselves.

27. The Park was seen to be relatively well maintained. The roadways and very limited other communal elements were not out of reasonable condition. The Tribunal had noted that whilst various issues were raised by Respondents, there were not general assertions about unsatisfactory condition of the Park and that was consistent with the Park as seen.

28. The Tribunal was content that the inspection had been helpful.

The hearing

29. The hearing was conducted at Havant Justice Centre in person across 2 days commencing following the Tribunal's return after the inspection.

30. The Applicant was represented by Mr Sunderland, He was alone from the outset. Whilst the Respondents relied on a witness statement from Mr Craig Johnson [5/1172- 1173], he was not in attendance. Mr Sunderland explained that Mr Johnson is no longer employed by the Applicant/ the wider group of companies. The Tribunal considers there is little which Mr Johnson might have added to the contents of his statement of relevance, although necessarily limited weight can be given to those matters stated in the statement in the absence of Mr Johnson attending, in which event there were matters about which he would have been questioned.

31. The Respondents were represented by Ms Gee. She was accompanied on the first day by a Ms March who sat with her assisting and also by various of the Respondents themselves. However, none of those accompanied Ms Gee on the second day.

32. The other witness evidence comprised a short witness statement from Ms Gee with photographs exhibited [5/1185- 1189]. No other participant gave written evidence. Additionally, the Tribunal received brief oral evidence from Ms Gee. The Tribunal refers to that below where relevant to matters considered.

33. The hearing consequently predominantly comprised lengthy submissions by Ms Gee and Mr Sunderland including in response to matters queried by the Tribunal and ranging over the several points advanced by one side or the other. It was further clarified with Mr Sunderland that the pitch leases had been assigned in 2024 and not surrendered.

34. The Tribunal is particularly grateful to Mr Sunderland and Ms Gee for their assistance in this case and grateful for the contributions of any others who assisted with either case.

35. The Tribunal does not set out the oral evidence given or the submissions received at this point in the Decision. Instead, the Tribunal does so as and where relevant to the issues for determination discussed below.

The relevant Law

36. The Tribunal is the principal forum for the determination of matters in relation to park homes sites, that is to say parks on which homes are occupied by persons as their only or main residence.

37. One of the important objectives of the Mobile Homes Act 1983 ("the 1983 Act") was to standardise and regulate the terms on which mobile homes are occupied on protected sites. All agreements to which the 1983 Act applies incorporate standard terms which are implied by the statute, the main way of achieving that standardisation and regulation. In the case of protected sites in England the statutory implied terms are those in Chapter 2 of Part 1 of Schedule 1 to the 1983 Act. Insofar as any Written Statement/ pitch occupation agreement pre-dates the 1983 Act, the terms implied by the 1983 Act became incorporated into the agreement. To the extent of subsequent amendment to the 1983 Act, amended implied terms are incorporated into the agreement.

38. Section 1 of the 1983 Act explains the scope of the Act, providing:

> "(1) This Act applies to any agreement under which a person ("the occupier") is entitled— (a)to station a mobile home on land forming part of a protected site; and(b)to occupy the mobile home as his only or main residence.
>
> [Sub-section (2) addresses the Written Statement of terms and other matters which must be provided before making an agreement.]

39. Section 5 of the 1983 Act defines the owner of the site and merits quoting as referred to below. The section states:

> ""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".

40. There are other statutes relevant to the running of park home parks and given that it will be relevant below, the Tribunal also sets out some statute law going beyond pitch fee increases. Those include the Caravan Sites and Control of Development Act 1960 ("the 1960 Act") which is also relevant as to who is regarded as the occupier of land i.e., the site. Section 1 reads as follows:

> "Subject to the provisions of this Part of this Act, no occupier of land shall after the commencement of this Act cause or permit any part of the land to be used as a caravan site
> .....
> unless he is the holder of a site licence (that is to say, a licence under this Part of this Act authorising the use of land as a caravan site) for the time being in force as respects the land so used. And in this Part of this Act the expression "occupier" means, 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: Provided that where land amounting to not more than four hundred square yards in area is let under a tenancy entered into with a view to the use of the land as a caravan site, the expression "occupier" means in relation to that land the person who would be entitled to possession of the land but for the rights of any person under that tenancy."

41. The reference to "occupier" in the 1960 Act has potential to cause confusion here where the Tribunal uses the term occupier in relation to individual pitches and so is not adopted in this Decision.

42. It is a requirement of the 1960 Act (as amended) that in addition to the holding of the Site Licence the Park is managed by what is termed a "fit and proper person". Section 12 A of the 1960 Act provides as follows:

> "**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."

43. By The Mobile Homes (Requirement for Manager of Site to be Fit and Proper Person) (England) Regulations 2020, the relevant fit and proper person requirements are set out as follows:

"4.— (1) An occupier of land may not cause or permit any part of the land to be used as a relevant protected site other than a non-commercial family-occupied site unless the relevant local authority—

(a) are satisfied that the occupier is a fit and proper person to manage the site;
(b) are satisfied that a person appointed by the occupier to manage the site is a fit and proper person to do so; or
(c) have, with the occupier's consent, appointed a person to manage the site.

(2) A local authority may only appoint a person to manage a site if the local authority are satisfied that the person is a fit and proper person to do so."

44. The local council is required to maintain a register of fit and proper persons.

45. Whilst pitch occupation agreements may include express terms, the implied terms take precedence over those where any conflict appears between the two. Section 2 of the 1983 Act states:

"Terms of agreements
(1) In any agreement to which this Act applies there shall be implied the [`applicable] terms set out in Part I of Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement"

46. Implied terms 21 onward include the following provisions relevant to payments, including service charges:

"Occupier's obligations
21. The occupier shall—
(a) pay the pitch fee to the owner;
(b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner
……

47. Paragraph 29 of Part 1 defines a pitch fee as follows:

"In [this Chapter]-
"pitch fee" means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for the use of the common areas of the site and their maintenance, but does not include amounts due for gas, electricity, water and sewerage or other services unless the agreement expressly provides that the pitch fee includes such amounts."

48. The principles governing a pitch fee increase are provided for in paragraphs 16 to 20 inclusive of Schedule 2 to the 1983 Act. The procedure is provided for in paragraph 17, which also makes reference to paragraph 25A.

49. A review is annual on the review date. In respect of the procedure, paragraph 17(2) requires the Owner to serve a written notice (the Pitch Fee Review Notice as termed) setting out their proposals in respect of the new pitch fee at least 28 days before the review date. Paragraph 17(2A) of the 1983 Act states that a notice under sub-paragraph (2) is of no effect unless accompanied by a document which complies with paragraph 25A. Paragraph 25A enabled regulations setting out what the document accompanying the notice must provide. The Mobile Homes (Pitch Fees) (Prescribed Forms) (England) Regulations 2013 ("The Regulations") did so, more specifically in regulation 2. It is important to note that the Notice puts forward a proposal- it is not a demand.

50. The Mobile Homes Act 2013 ("the 2013 Act") which came into force on 26 May 2013 strengthened the regime. Section 11 introduced a requirement for a site owner to provide a Pitch Fee Review Form in a prescribed form to the occupiers of mobile homes with the Pitch Fee Review Notice, amongst other changes to the 1983 Act.

51. In terms of a change to the pitch fee, paragraph 16 of Chapter 2 provides that the pitch fee can only be changed (a) with the agreement of the occupier of the pitch 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."

52. The owner or the occupier of a pitch may apply to the Tribunal for an order determining the amount of the new pitch fee (paragraph 17. (4)). The Tribunal is required to then determine whether any change (increase or decrease) in pitch fee is reasonable and to determine what pitch fee, including the proposed change in pitch fees or other appropriate change, is appropriate. The original pitch fee agreed for the pitch was solely a matter between the contracting parties and not governed by any statutory provision. Any change to the fee being considered by the Tribunal is a change from that or a subsequent level- the Tribunal does not consider the perceived reasonableness of that agreed pitch fee in any wider sense, for example by comparison to other pitch fees.

53. The Tribunal is required to have regard to paragraphs 18, 19 and 20 of Part 1 of Schedule 1 of the 1983 Act when determining a new pitch fee. The implementation of those provisions was the first time that matters which could or could not be taken into account when determining whether to alter the pitch fee and the extent of any such change were specified.

54. Paragraph 18 provides that:

> "(1) When determining the amount of the pitch fee particular regard shall be had to-
> any sums expended by the owner since the last review date on improvements .....
> (aa) any deterioration in the condition, and any decrease in the amenity, of

the site .....
(ab) 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 (insofar as regard has not previously been had to that reduction or deterioration for the purposes of this sub- paragraph.
....."

55. "Regard" is not the clearest of terms and the effect of having such regard is left to the Tribunal. Necessarily, any such matters need to be demonstrated specifically. "Particular" emphasises the importance and strength of the regard to be had.

56. As amended by the 2013 Act, paragraph 18 and paragraph 19 set out other matters to which no regard shall be had or otherwise which will not be taken account of. None of those are relevant to these proceedings.

57. Paragraph 20A (1) introduced a presumption that the pitch fee shall not change by a percentage which is more than any percentage increase or decrease in the RPI, now CPI, since the last review date, at least unless that would be unreasonable having regard to matters set out in paragraph 18(1) (so improvements and deteriorations/ reductions). The provision says the following:

"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 not more than any percentage increase or decrease in the retail price index calculated by reference only to-
the latest index, and
index published for the month which was 12 months before that to which the latest index relates."

58. It might fairly be said that the 1983 Act is not drafted in such a way as to make the interplay of paragraphs 18 to 20A as clear as perhaps ideally it might have. That has given rise to a significant quantity of caselaw about the approach to take to determining pitch fees. Nevertheless, none of paragraphs 18 to 20 are described as taking precedence over the others. The presumption of an increase in accordance with an increase in CPI is fundamental but only where the presumption arises and matters in paragraphs 18 and 20 do not prevent that.

59. It is also important to emphasise that references below to "weighty factors" are to factors which might rebut a presumption which has arisen. They are not the paragraph 18 considerations. Rather if the presumption arises, it is just that, a presumption, and so necessarily it must be able to be rebutted by matters sufficient to rebut it. It is important not to confuse the two different sets of considerations, paragraph 18 one and weighty factors,which arise at different points in considering the level of pitch fee and operate in different ways.

60. In respect of any factual matters in dispute, the Tribunal determines those on the balance of probabilities.

Caselaw

61. There were various previous decisions either included in the bundle or otherwise referred to by the parties, to one extent or another. There have been a particular proliferation of Upper Tribunal judgments from 2023 to the end of 2024 or thereabouts, which have clarified various issues which have arisen in respect of pitch fees. Most notably those have included *John Sayer's Appeal* [2014] UKUT 0283 (LC), *Britanniacrest Ltd v Bamborough* [2016] UKUT 0144 (LC) *Vyse v Wyldecrest Parks (Management) Ltd* [2017] UKUT 24 (LC) It is not necessary or especially helpful to set out all of those. *Wyldecrest Parks (Management) Ltd v Whiteley* [2024] UKUT 55 (LC) [4/ 1703- 1721] effectively summarises key principles from most of the earlier decisions, in addition to adding further relevant matters.

62. Some of those principles as relevant to these proceedings are as follows:

- The initial pitch fee is a matter for the parties to agree between themselves (and it may be said that the way in which initial pitch fees are agreed by them is less than wholly clear but not relevant to the Tribunal).
- Unless a change in the pitch fee is agreed between the owner of the site and the occupier, the pitch fee will remain at the same level unless the Tribunal considers it reasonable for the fee to be changed.
- The pitch fee is a composite fee being payment for a package of rights provided by the owner to the occupier, including the right to station a mobile home on the pitch and the right to receive services.
- The overarching consideration is whether the Tribunal considers it reasonable for the pitch fee to be changed; it is that condition, specified in paragraph 16(b), which must be satisfied before any increase may be made (other than one which is agreed).
- If the Tribunal decides that it is reasonable for the fee to be changed, then the amount of the change is in its discretion, provided that it must have "particular regard" to the factors in paragraph 18(1).
- Paragraphs 18, 19 and 20 of Schedule 2 explain what is to be taken into account in determining a new pitch fee. These provide the only guidance to the FTT on what it is to do if, having received an application from an owner or occupier, it considers it is reasonable for the pitch fee to be changed. They are not as informative as they might have been.
- There is lack of clear instruction in the Act about 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 a Tribunal when they determine a new pitch fee, is what they consider to be reasonable.
- Provisions in the 1983 Act are capable of being interpreted purposively.
- Paragraph 18(1)(ab) requires the FTT to have regard to any reduction in services which the owner supplies to the site, the pitch or the individual home. Where such services are reduced, or the quality diminishes, the Act requires that reduction or deterioration to be taken into account-as a factor justifying either a reduction in the pitch fee or a smaller increase than would otherwise be allowed.

- The fee must properly reflect the changed circumstances. Those changed circumstances include the reduction in amenity, but they will also include any change in the value of money i.e. inflation since the last review took place. For it to be appropriate for there to be no change in the pitch fee at all it would be necessary for factors justifying a reduction to (at least approximately) cancel out inflation and any other factors justifying an increase.
- Deterioration is that since 2014 when the provision came into force (provided that it has not already been taken account of) and not only that since the last pitch fee review.
- If, having regard to a factor to which paragraph 18(1) applies, it would be unreasonable to apply the presumption then the presumption does not arise. (Hence whilst it has been suggested on occasion in decisions that paragraph 20 trumps paragraph 18 and 19, that is wrong and the correct position is closer to the opposite of that because those earlier paragraphs dictate whether paragraph 20 applies at all and so if anything trump the presumption where the consideration which should be given to them is sufficient.)
- Otherwise, the presumption does arise and the Tribunal must apply the presumption in paragraph 20(1) that there shall be an increase (or decrease) no greater than the percentage change in the CPI since the last review date.
- However, if there are weighty factors not referred to in paragraph 18(1) the presumption may be rebutted and so it is necessary to consider whether any 'other factor' displaces it. Such other factor(s) must be sufficiently weighty if they are to rebut a presumption which has arisen in light of the statutory scheme. If it were a consideration of equal weight to CPI, the authorities suggest that applying the presumption, the scales would tip the balance in favour of CPI but see below.
- The Tribunal will need to consider whether the factor which justifies a higher or lower increase than CPI affects all pitches equally. If it does not, then it will be necessary for the Tribunal to determine what is the reasonable pitch fee for each pitch, or each group of pitches affected to the same extent, rather than to adopt a blanket approach.
- The fee is for the pitch and that the personal characteristics of a particular occupier does not form part of that.
- It is not necessary or appropriate to seek to divide the pitch fee between the right to station a home on the pitch, the right to use the common areas of the park, and the right to have those common areas maintained by the owner, Parliament had chosen not to require that.
- Tribunals should try to adopt a relatively simple approach, because the sums involved are modest and the material available is likely to be quite limited. Unless different pitches are affected to a materially different degree by a loss of amenity such that there is a good reason for differentiating between them in determining new pitch fees, tribunals should not feel obliged to do so.
- The Tribunal should determine what in their view is a reasonable increase or a reasonable pitch fee having regard to the owner's expenditure on improvements, and to the loss of any amenity at the park or deterioration in its condition and having regard to the change in the general level of prices measured by CPI, and such other factors as they

consider relevant. They should use whatever method of assessment they consider will best achieve that objective.

63. The cases since *Whiteley* have tended to quote parts of the judgment in *Whiteley* more so than earlier decisions of the Upper Tribunal, although not exclusively. They add as follows, including from *Wyldecrest Parks (Management) Limited v Finch and Others* [2024] UKUK (LC) on which the Respondents specifically relied [4/ 861- 869] and *Furbear*:

- A pitch fee may, if it is appropriate to reduce it, be reduced to produce whatever figure the Tribunal determines is reasonable and beyond any previous figure agreed by the parties if that is appropriate.
- The starting point for considering deterioration or decline is the previous condition of the Park as found and not any minimum contractual standard, so the comparison is between the condition at the relevant time and its previous condition.
- Any deterioration or decline not previously the subject of a determination by the Tribunal may be considered.
- The Tribunal's jurisdiction is triggered simply by an absence of agreement by a resident rather than by specific expression of disagreement and that must be intended as a safeguard.
- The Tribunal is entitled to have regard to evidence and submissions presented by residents who have participated when determining fees for pitches whose occupiers have not.
- The Tribunal is entitled to take account of what it sees at an inspection, although it would be good practice to point out to the parties anything of particular importance to its valuation.
- The Tribunal can take account of one or more aspects of the site- the whole of the site does not have to decline- and "any decrease" may mean to a single pitch.
- A temporary or restorable state of affairs can amount to a relevant consideration but the temporary or intermittent nature will be relevant as to whether it is reasonable for the CPI presumption to be displaced.
- When the presumption applies, it provides the answer to the reasonable level of pitch fee but where it does not, the Tribunal must undertake an assessment which takes account of all relevant considerations.
- If the Tribunal determines a nil increase, it must provide reasons, which will include explaining why the effects of any deterioration or decline to which it has had regard pursuant to paragraph 18 are equal to the level of increase otherwise applying the CPI (so this is not the same as applies to other weighty factors if the presumption has arisen and the question is whether it has been rebutted- although this is perhaps not the simplest distinction).
- Amenity may decrease (or increase) for reasons unrelated to the provision of services so may alter even though the level or quality of services remains constant.
- The Tribunal cannot simply decide a reasonable fee generally but rather has to follow the reasoning process in the 1983 Act.
- The level of increase in the RPI is not in itself a weighty factor.

- The fact that there are service charges charged to pitch occupiers is not of itself a weighty factor to rebut the presumption, if that has arisen no paragraph 18 factors having prevented that. The presumption could potentially be rebutted but what is needed is an evaluation of the advantages and disadvantages conferred by reference to the amount of the service charges. (This specifically arises from *Furbear*.)

Consideration

64. The issues raised on behalf of the Respondents were about validity of the pitch fee review notices, service charges demanded, the lack of a fit and proper person registered as manager, deterioration in condition or decline in amenity and other matters. Also, in respect of Ms Gee specifically the alteration of her pitch. There was also a preliminary matter raised as to whether matters related to the parking had been settled previously. A number of the matters raised relates to issues which go beyond the determination of the pitch fees and hence whilst the Tribunal refers to those arguments, it seeks not to do so at length.

65. The Tribunal takes the preliminary matter first and then the others in turn.

Effect of a previous settlement agreement

66. Mr Sunderland raised at the start of the hearing that a settlement agreement had been entered into, which he asserted covered the loss of amenity. It was established that Ms Gee had entered into that and she said that it related to disruption caused to her pitch during development on the Park. She said that a fence was to be replaced but was not and that her garden had been reduced in size. Mr Sunderland said in closing there had been an application by Ms Gee under section 4 of the 1983 Act about loss of parking. It was established that the agreement had followed mediation, but it was indicated that the Applicant was not a party to the agreement in any event.

67. The Tribunal gave a brief oral decision, which both it and the parties treated as a case management decision, that such an agreement could not bind Ms Gee as against a non- party and could not in any event bind the other Respondents who were not parties to it either. There had also, the Tribunal identified, been no determination of the level of pitch fees for any pitch by the Tribunal.

68. At the start of his closing submissions on the second day, Mr Sunderland stated that he sought permission to appeal that, noting that a case management decision could be appealed. The Tribunal observed that it had not provided a written decision setting out its reasons fully as yet and that it would do so when it provided this Decision more generally. Hence the Tribunal considered that there was nothing yet to be appealed because there was no issued decision to appeal, irrespective of whether the Applicant may in due course consider there to be grounds for appeal upon receipt of this Decision and the reasoning on the particular matter at that point.

69. There was a quite a lot said about the bases of permission being sought and related matters. However, it was established that what Mr Sunderland sought to achieve was that the very brief oral decision was not the settled position and by seeking permission to appeal he wished the question to remain live. The Tribunal does not therefore set out the various issues discussed, which would not assist and only add to an already long decision.

70. The Tribunal rejected an argument made in support of oral submissions by Mr Sunderland about permission that the approval of withdrawal of the proceedings by the Tribunal created a "Tomlin" Order- which is a shorthand description given to the combination of an Order by consent staying proceedings on terms agreed by the parties and the schedule of those terms. The Tribunal identifies no specific significance to an agreement reached after mediation- it is not more or less binding than any concluded compromise or other agreement.

71. Significantly, neither side produced the agreement to the Tribunal and so the Tribunal does not know the contents. Neither did the parties provide a detailed background for the Tribunal to have understood the context once it knew the outcome. The Applicant, which wished to rely upon the agreement, failed to demonstrate (by failing to produce it) that the agreement applies- if the Applicant had demonstrated that Ms Gee was prevented from raising the matter pursuant to the agreement, the impact on the Tribunal would then have been more relevant and have required more detailed consideration.

72. It will be seen below that the Tribunal has determined that whilst the loss of visitor parking could be a loss of amenity the regard to which could be sufficient to prevent the presumption of an increase in line with the rise in the CPI, in the event the weight which the Tribunal gives to the matter on the evidence provided is not such as to prevent the presumption arising. Hence, the existence of and the terms of any settlement agreement between the Respondent and the other contracting party referring to visitor parking have no discernible effect on the outcome of the proceedings.

73. In the circumstances, the Tribunal does not find it necessary to expand upon its orally- stated reasons for the case management decision. Nevertheless, the Tribunal records that permission to appeal has been sought and necessarily in time, although the Tribunal has made no determination in respect of that. If the Applicant still wishes to pursue permission to appeal the case management decision, it will need to inform the Tribunal and provide grounds for that so that those may be considered.

2023 Pitch Fee Review Notices/ "Incorrect Site Owner named"/ "Signature on Pitch Review Forms"/ "Pitch Review Notice"

74. The Respondents statement of case [4/ 787- 812] identifies that receipt of the Notices dated 25th September 2023 was the first time on which the Respondents received a Pitch Fee Review Notice which named the

Applicant, with nothing to explain the change from what the Tribunal understands to have been Notices naming the pitch leaseholder company appropriate for the particular pitch on the one hand or Wyldecrest on the other. It is said that caused concern to the Respondents such that they wrote to the Applicant refusing to accept the increase.

75. . The Applicant is said to have asserted that the Respondents had been informed of the site owner by way of the Notice itself. The statement of case explains about subsequent correspondence and within the approximately 1000 pages of documents provided from the Respondents in support [4/ 831- 1859] are various examples of such correspondence.

76. The 2024 Decision identifies the confusion caused to pitch occupiers by the particular and unusual ownership structure both in respect of the Park and Beechfield Park. In *Furbear*, the Upper Tribunal stated that for Beechfield Park the applicant in that case, represented by Mr Sunderland, it could not be identified how The Beaches Management Limited (in the equivalent position to Applicant with the same sort of headlease interposed between the freehold and the pitch leases) could demand the pitch fees.

77. The 2024 Decision determined following a detailed analysis that the Applicant had no contractual relationship with the pitch occupiers. Consequently, as mentioned above, it could not demand service charges which may otherwise be payable, to the extent that the service charges are for matters for which service charges can lawfully be charged, under the pitch occupation agreements. The 2024 Decision also determined that there was no provision in the pitch leases for payment to the Applicant of any service charges which the holders of the pitch leases may entitled to charge to the pitch occupiers. As identified above, the leases of every individual pitch on the Park were held by a different company at that time.

78. It will come as no surprise to the parties at all that the Tribunal considers that the same position applied in respect of the pitch fees and adopts the reasoning in the 2024 Decision about the contractual relationships. In particular, there was as at September 2023 no contractual relationship between the Applicant and the Respondents which enabled the Applicant to demand any pitch fees from the Respondent- and the Respondents had no contractual obligation to pay any pitch fees to the Applicant. The Tribunal considers it unnecessary to repeat matters already set out in another Decision at any length.

79. However, the Tribunal is acutely aware that the proceedings are not about the Applicant's contractual ability to demand pitch fees or any obligation of the Respondents to pay them to the Applicant, much as in the absence of that the actual determination required is somewhat academic for the Applicant's purposes. The immediate question is rather that of an entitlement to service a Notice proposing an increase to the pitch fee.

80. In respect of that, the Applicant relies very much upon holding the Site Licence. The Tribunal determines that the fact of the Applicant holding the

Site Licence is insufficient. That demonstrates the local council to have been satisfied that the Applicant holds sufficient interest in the Park to be granted a site licence pursuant to the 1960 Act where the definition of "occupier", by which is meant the site owner, is similar to that of "owner" under the 1983 Act. Plainly the Applicant does hold a headlease for the entire Park and to that extent is in principle entitled to occupy and possess the Park, although in practice that is subject to the rights under the pitch leases in addition to the pitch occupation agreements.

81. Whilst the Tribunal has respect for the determination by the local council of a matter which its remit it is the body to which parties appeal from decisions of the local council and is not bound by what the council considers it appropriate itself to do. The fact that the local council has taken the given approach to site licensing does not demonstrate the required entitlement pursuant to the 1983 Act to serve Pitch Fee Review Notices in respect of the individual pitches. There is no indication that the local council considered the leases of the pitches themselves or were even aware of there being the very unusual situation of a layer of pitch leases between the headlease held by the Applicant and the pitch occupiers. Indeed, no evidence has been provided of the information provided to the local council or the reasoning it adopted to that at all.

82. The more relevant matter is that holding the Site Licence under the separate regime applicable to that as granted by the local council does not make the Applicant the "owner" pursuant to the 1983 Act where it could not obtain possession of the pitch but for the occupation of the pitch occupier, that being the entitlement of the intervening pitch leaseholder. The element of entitlement to possession but for the pitch occupation agreement and occupancy under is the specific requirement to be the "owner" pursuant to the 1983 Act and the Applicant could not fulfil it. That is a problem created by the particular and unusual structure of titles to elements of the Park, at least as the date of the 2023 Notice.

83. The entity entitled to possession of the individual pitches but for the rights to occupy of the pitch occupiers was the pitch leaseholder for any pitch at that time. They were the entitled to the pitch but for the occupation agreements entered into. Although, such leaseholders did not hold the Site Licence or have any obligations or rights to maintain the Park as a whole or allow use of common areas, Mr Sunderland correctly observed that is not a requirement to be party to pitch agreement, although operation of a site without one is unlawful.

84. The Applicant's Reply to the Respondents' case [4/ 813- 815] relies upon the Applicant holding all leases, which was correct as at the date of that Reply being written but does not assist the Applicant in respect of any earlier date. Whilst the Reply argues that removes any grounds not to be able to charge service charges (and the Tribunal surmises pitch fees) that can only be and in respect of the pitch fees following the pitch leases having been assigned to the Applicant and at that point it being the Applicant which would be entitled to possession of the pitches but for the occupation by the pitch occupiers, the Tribunal determines. The Tribunal

determines that the assignment cannot assist the Applicant in respect of Notices served before the assignment took place.

85. It follows that the Tribunal determines that the 2023 Pitch Fee Review Notices were invalid. They were issued by the wrong party. The Applicant was not the "owner" for pitch fee purposes, so pursuant to section 5 of the 1983 Act, as at the date of service of the Notices. It was not the party able to serve the Pitch Fee Review Notices.

86. That is the end of the matter for the 2023 pitch fee. The Tribunal cannot and has no need to determine the pitch fee in the absence of a valid Notice. It follows that the other arguments advanced by the Respondents in both bundles do not require consideration in respect of the pitch fee for 1st November 2023 onwards.

87. Ms Gee said in closing that the Notices for earlier years are incorrect for the pitch leaseholder named not holding the Site Licence. Mr Sunderland argued that pitch fees must be payable to someone. The Tribunal notes the definition of "pitch fee" as the "amount which the occupier is required by the agreement to pay to the owner for the [relevant package of rights]" but does not seek to determine the answer to the entity, if any, which meets those specific requirements. Earlier years' pitch fees- whether the amount of them or to whom they may be payable- and also whether there is an entity to which any pitch fee for 1st November 2023 onwards may be payable- are not before the Tribunal within these proceedings and so are not for determination.

88. The Tribunal notes that the Respondents raised arguments about the signature (strictly not a signature but the typing of a name) on the Form which must be provided with the Notices. As the Notices are not valid for the reason explained above, this point can simply be left for 2023 Notices.

89. The Tribunal therefore finds that the pitch fee for 1st November 2023 onwards is the same as that for 1st November 2022 onwards for each pitch occupied by a Respondent.

2024 Pitch Fee Review Notices/ "Lease changes in 2024"

90. In respect of the more recent Pitch Fee Review Notices and Forms [5/ 181-430], the situation was different. Those were issued on 25th September 2024 and again (electronically by typed name) by C. J. Ball. There were more accurately two sets of Notices issued, one set premised in valid 2023 Notices and the other on the 2023 Notices not being valid for those pitch occupiers who are Respondents to the 2024 proceedings. The difference lies in the proposed pitch fee level.

91. The Tribunal proceeds on the footing that a party is able to serve two Pitch Fee Review Notices as alternatives. The Respondents have not asserted otherwise so no issue as to that is before the Tribunal. The Tribunal makes no determination whether the Applicant would be so able if such an approach were challenged, having no reason to address the point.

92. The Respondents again raise a number of issues in their statement of case [5/ 802- 824]. There are also again various items of correspondence which follow that, which again primarily relate to account balances, service charges and issues raised about those [5/ 825- 926] from April 2024 and onwards. For completeness, the Applicant's statement of case [5/1161] is similarly along essentially the same lines as in the proceedings regarding the 2023 Notice.

93. The Respondents raised arguments about the signature (strictly not a signature but the typing of a name) on the Form which must be provided with the Notices. The Respondents refer to the Upper Tribunal in *Furbear* holding that there is nothing in the 1983 Act about who signs and hence no difficulty with one Mrs Cercel signing. The Respondents state that they disagree with the Upper Tribunal both on that point and its determination that there is no requirement for a signature at all. Those are matters which would have to be pursued at a higher level if they seek to argue the Upper Tribunal to be wrong. This Tribunal both must follow the Upper Tribunal- its determinations are not the suggestions the Respondents refer to them as- and, for what it may be worth, agrees with the Upper Tribunal in any event. The Form is also just that, not statute or regulations.

94. A mentioned above, the Notices in this case are signed by C.J Ball, by a typed name, and he is identifiably a director of the Applicant. The points made by the Respondents about the signature by Mrs Cercel (or perhaps someone else given the signature is PP Mrs Cercel it seems) do not, the Tribunal determines, carry any weight in this instance. The Respondents made comments about older Notices which were not separate to the Form to accompany the Notice but accepted the 2023 Notice- and logically it must apply to the 2024 Notice- is a separate document to the Form, so relevant point arises about that.

95. Ms Gee in closing also referred to requirements for a demand for payment of the pitch fees but the Notice is a proposal for the pitch fee for the relevant year and in not a demand, so the requirements regarding demands do not apply.

96. The important difference from the previous year is, as noted above, that the pitch leases were assigned to the Applicant in May 2024. The Respondents have stated that they were informed by letter dated 3rd July 2024 [e.g., 4/ 957]. For the avoidance of doubt, the entries at HM Land Registry provided to the Tribunal identified that the pitch leases remain but now in the name of the Applicant [e.g., 5/ 1164- 1171 and 1174- 1184], confirming Mr Sunderland's comment about that. The pitch leases had therefore been assigned from their holders as at the time of the September 2023 Pitch Fee Review Notices to the Applicant prior to September 2024. The position of Best, with a superior title, was unaffected.

97. A query which the Tribunal accepts was raised by it at the hearing was the fact that whilst the assignment was entered into in May 2024, it was not registered at HM Land Registry until October 2024. That arose from

reference in the Respondent's statement of case to having been informed by HM Land Registry in July 2024 that it had received an application, but the process had not been completed. Hence the Applicant only acquired the legal title to the pitch leases in October 2024, after the date of service of the 2024 Pitch Fee Review Notice, holding until then an equitable and not legal interest.

98. The Tribunal fully accepts that it is for the Tribunal to determine the application on the cases advanced by the parties and not, in the normal course, to take new points itself. As implicit in that last sentence, the Tribunals is not entirely excluded from raising new points and it is an expert tribunal required to apply its expertise. On the other hand some care is required in deciding what, if anything to raise and in ensuring that the parties are able to address the point.

99. Mr Sunderland suggested that an equitable interest would be a sufficient interest on which to base the service of a Pitch Fee Review Notice. The Tribunal is inclined to consider that to probably be correct on the limited information it currently has. Understandably Mr Sunderland had not prepared any detailed submissions on the point and neither had Ms Gee and so whilst the Tribunal raised the matter, it does not consider it appropriate to reach any determination. Instead as the Respondents did not advance any specific argument in terms that the assignment may not be sufficient until registered, much as they did raise issues generally by reference to the contact with HM Land Registry, the Tribunal simply leave the matter as a point which another Tribunal may with full submissions decide in other proceedings should the point arise. It may be a matter of academic and not practical interest.

100. The Applicant was, ignoring the above potential point, upon the assignment the Site Owner in terms of being entitled to possession of the pitches subject to the occupation of the pitch occupiers, whilst the leases continue- and even where the actual occupation agreements were with Best and so would continue beyond those leases, because during the terms of the leases it is the Applicant which would receive possession of the pitch if the occupier ceased to occupy- The Applicant has the responsibilities to the pitch occupiers arising from those leases and is also the holder of the Site Licence and headlease of the Park generally and responsible for it. The key point is that the Applicant met the criteria to serve a Pitch Fee Review Notice.

101. The Tribunal draws the inference from the available evidence that the assignment was exactly because the Applicant accepted that it had prior to the assignment no contractual relationship with the pitch occupiers. The most obvious matter supporting that inference being drawn is that Mr Sunderland is quoted in *Furbear* as having stated that the group had reviewed the position (and perhaps it could have been said also because the 2024 Decision was correct, although there was no such acceptance). Nevertheless, the reason matters not here.

102. The Respondents in the statement of case in both sets of proceedings raise a specific point about the more recent agreements with Best (via Wyldecrest) and, the Tribunal understands, whether the Applicant was able to serve Notices specifically in respect of pitches where the pitch occupation agreement is with Best. There are issues raised about the naming of Wyldecrest, doubting a mistake to have been made, however, given the clear statements on behalf of Best and the Wyldecrest group, which the Tribunal has accepted, it is unnecessary to say any more about that. There is on the other hand the more specific point raised that Best is the freeholder.

103. Plainly, Best therefore holds a superior title to the Applicant. The assignment of the pitch leases to the Applicant has no direct impact on Best's title. Nevertheless, Best, whilst the freeholder, does not hold the Site Licence and any entitlement it has to possession of pitches is subject to the rights of the Applicant under both the headlease and the pitch leases in addition to rights of the pitch occupiers. Arguments were advanced on behalf of the Respondents, for example by Ms Gee in closing that Best cannot be the Site Owner as there are others between it and the pitch occupiers. However, the Tribunal identifies that if that point is relevant it would be relevant to entitlement to the pitch fee itself but adds nothing with regard to serving the Pitch Fee Review Notice.

104. The Tribunal understands that the purpose of the agreements with Best was to avoid the pitch agreements expiring when the pitch lease for their pitch expires, so that they retain a right to occupy the pitch indefinitely. That has been set out on behalf of the Applicant in the proceedings leading to the 2024 Decision and is apparent from correspondence with the bundles.

105. The Tribunal notes that the examples of such agreements in the bundles make no mention of the Applicant's leases. However, the Tribunal considers that the agreements must have been entered into subject to those leases- there would be no way of avoiding that other than by the Applicant being a party and relinquishing rights over the particular pitch, which the Applicant did not. The Tribunal finds it implicit that the pitch leaseholder and the Applicant as head leaseholder had accepted the new agreements but at the very least the Applicant as current holder of both the pitch leases and head lease has- it has issued Pitch Fee Review Notices to the pitch occupiers and has not, the Tribunal is confident because a party would have raised the matter, at any time suggested the pitch occupiers do not have the rights the agreements give.

106. The Tribunal determines that the agreements with Best do not alter the fact that, for the term of the leases, it is the Applicant which would be entitled to possession of the pitch if the pitch occupier ceased to occupy. The Applicant is in the same position in respect of those pitches as it is with the others for the purpose of service of a Pitch Fee Review Notice.

107. The Tribunal therefore accepts the Applicant to have been the "owner" pursuant to the 1983 Act of each of the pitches occupied by the

Respondents as at September 2024 for the immediate purposes and hence to have been the entity entitled to give the Pitch Fee Review Notice. The Tribunal determines on the case presented that the 2024 Pitch Fee Review Notices were valid. For completeness, the Tribunal would not have accepted that change of ownership could apply retrospectively and could have turned the invalid September 2023 Notices into valid ones.

108. The Tribunal therefore moves in the paragraphs below to the other arguments advanced on behalf of the Respondent the regard to which could be such as to prevent the presumption of an increase equivalent to the rise in the CPI arising or to rebut the presumption if it has arisen. The Tribunal also deals as briefly as practicable with other more general arguments raised by the Respondent which it considers goes beyond those specific considerations and do not assist its determination. Sub- headings are mainly in quotation marks, because the Tribunal has adopted the titles used by the Respondents within their statements of case. There are detailed comments in the Respondents' statement of case in the 2024 proceedings and slightly different ones in the 2025 proceedings but with a fair degree of overlap or expressing the same sorts of matters but differently.

"Residents not named as Respondents in this tribunal" (and "pitch fee increase refusals")

109. The Respondent contends that the Applicant ignored the queries raised about the entitlement of it to the pitch fee in 2023 and then in 2024 and that the pitch fee continued to be taken by UK Properties Management Limited- which the Tribunal understands from previous experience to be the company used effectively as the agent for the purpose of collection of pitch fees, and in the event payable also service charges (of which more below)- by direct debit from residents, save from in 2023- 2024 the 14 Respondents and in 2024- 2025 the 20 Respondents who were able to stop the sums being taken. That is said to be despite all residents having refused to pay and the direct debits being taken anyway. Ms Gee said that there was chaos with the Applicant not being recognised, having not been previously named, and sums being sought to be taken for its benefit via direct debits not set up related to it, as stated in correspondence [4/ 1554]. Assertions are made of bullying and intimidation of elderly residents by employees of the above company and/ or another in the Wyldecrest group of companies. The Respondent's statement of case accepts that this Decision is only binding on the parties to the proceedings but nevertheless the Tribunal is asked to direct the Applicant to comply with the effect of such other refusals.

110. The Applicant's Reply in the 2024 proceedings says that the Respondents have continued to pay, which is inconsistent with the Respondents' position, which the Tribunal finds a little surprising but where in the absence of any suggestion that the Respondents have agreed the proposed pitch fee, there is no impact on this Decision. Other allegations above are not responded to.

111. The Tribunal observes that on the above basis it is less than clear that other residents have agreed to the increased pitch fee, as opposed to payment having been taken from them without agreement and hence the ongoing need for determination of any increased pitch fee (or potentially any to the Applicant) payable. In principle, payment being taken despite objection does not amount to agreement to pay generally by the pitch occupiers and does not amount to acceptance of any pitch fee increase specifically creating any entitlement to any increased sum on the part of the Applicant unless and until the Tribunal so determines. The Tribunal rejects Mr Sunderland's contention that payment equates to agreement, nor does it identify that the pitch lessees who had stated objection to the increase were the ones who needed to apply. However, no attempt should be made to reach a determination on matters not related to the parties before the Tribunal within these particular proceedings. The Tribunal cannot in any event give the Applicant any direction in respect of parties not before it (and not only because it does cannot know whether it would be correct to do so where it lacks knowledge of the refusals/ agreement).

"Hidden lease structure"/ "Lease Structure"/ "Concealment of lease structure"

112. The first part of the heading is that used in the 2024 Proceedings by the Respondents: the second part is that used in the 2025 Proceedings. The Respondents have raised in the 2024 proceedings an issue as to a need for changes in the way a site is operated must be advised to a residents' association 20 days in advance on two occasions in their statement of case and the fact as asserted that was not done. In particular, they quote a requirement for a resident's association to be consulted about matters related to operating or managing a site.

113. The Respondents principally comment under this heading in their statement of case about communications from various companies. Various matters are raised in respect of correspondence and service charge demands, including a lack of mention of the Applicant across 4 pages. They express concern that their investigations of Companies House provide no evidence of the Applicant having any income stream and there are accounts for the Applicant produced in the bundles [4/ 1664- 1675 and 5/1103- 1104]. If that is correct, the Tribunal regards it as odd at first blush given responsibilities to maintain the Park amongst other matters, although no more specific comment is appropriate.

114. No factor relevant to whether the presumption of an increase in line with CPI arises is stated. As the statement of case regarding the 2024 proceedings itself concedes, this argument appears to go off at something of a tangent away from pitch fees and about wider concerns of the Respondent. The Respondents do not go to explain why any matter may render the 2024 Pitch Fee Review Notices invalid. In the 2025 proceedings, reference is made to the 2024 Decision specifically but where matters have moved on since then in terms of the pitch leases and so some of the effects may not apply after May 2024. Comments are made about other related matters.

115. However, the Tribunal identifies nothing additional relevant to its determinations. The Tribunal considers that it addressed such matters related to ownership and knowledge of it as are relevant to the determination of the amount of the pitch fees in the Validity of Notice sections above.

"Reduction/ reversion of pitch fee"/ "Incorrect Site Owner named"

116. This argument of the Respondents is linked to others about entitlement to demand earlier pitch fees and a question of which company was able to demand pitch fees/ increases in pitch fees previously. It is suggested in the earlier statement of case that there have not been valid demands since 2016 and so the pitch fee should be that which was payable then. Indeed, Ms Gee referred in closing to the last valid demands having been made in 2013. The latter statement of case refers to demands since 2007. The point about whether the requirement for the Form to accompany the Notice can be met by a single combined document, but the Tribunal is not determining matters about demands before the 2023 ones and in *Furbear* the Upper Tribunal has in any event determined the use of a single document with a line referring to the Notice itself to be sufficient. Examples of demands from previous years are included in the bundle [4/ 1722- 1773 and earlier ones 5/ 985- 1094], mostly from Silk Trees Properties Limited, although some from Wyldecrest. None are identifiably from the other pitch leaseholders as they were prior to May 2024. It is not specifically asserted that there was a lack of agreement to earlier pitch fee increases.

117. The arguments seek to address a different issue, and a wider issue, than the question before the Tribunal, which is the reasonable pitch fee for the two years in question. The Tribunal agrees with Mr Sunderland that in these particular proceedings the starting point is the 2022 pitch fee as being the one prior to the 2023 fee in respect of which the earlier application has been made. Any issue about earlier pitch fees which may be pursuable does not therefore assist the Tribunal in determining the pitch fee for 1st November 2024 onwards which is the live issue in these proceedings.

"Fit and Proper Person"

118. In respect of this aspect, the Respondents relied upon the fact that there is no fit and proper person registered and able to manage the Park pursuant to such registration. That is despite the 2020 Regulations having now been in force for some years. The statements of case query whether the change in leaseholders may have any impact on the Site Licence.

119. The Tribunal identifies that the fit and proper person requirements are directed at management of Parks rather than at obligations between site owners and pitch occupiers. However, plainly the Regulations are there to

be complied with and a site should not be operated in the absence of such a fit and proper person.

120. It cannot be right to say that in principle the absence of a fit and proper person could not be a weighty factor. There is no exclusion as to what may amount to a weighty factor. Hence, it would be wrong to suggest that the requirements about fit and proper persons have nothing to do with pitch fee reviews. The requirements may be relevant. It is possible that the circumstances on the site and any action which might be in hand from the local council may be such that the effect of the lack of a fit and proper person is sufficient to amount to a weighty factor. Equally, the Tribunal does not consider that it will always, or perhaps even often, be sufficiently weighty to rebut the presumption of an increase by the CPI assuming a valid Pitch Fee Review Notice and the absence of paragraph 18 factors sufficient to prevent the presumption arising. It is likely that the circumstances will need to be at the relatively extreme end of any scale.

121. The Tribunal acknowledges that in this instance, the lack of an accepted fit and proper person and the reasons for that are a matter of valid concern for the Respondents as a whole. The fact that it has been found by a strongly- constituted Tribunal, in another decision on which the Respondents relied CHI/45UC/PHR/2021/0002- 6 [4/870- 889] that there is a lack of evidence that any manager proposed for the site on which the Respondent's homes are situated has the resources to manage properly is a matter the Tribunal finds it simple to accept as having had an effect. The Tribunal finds as a fact on the evidence presented that the lack of such a person has had an effect on the Respondents. The Tribunal has taken careful note that the witness evidence is from Ms Gee alone but determines that plus the other correspondence and documents within the bundle are sufficient evidence on which to make that finding generally.

122. However, most significantly, the local council has taken no steps to revoke the Site Licence: there is no identified risk of the Respondents losing the ability to occupy their homes and the pitches on which those are situated because of the lack of a fit and proper person. If there were, the effect on the Respondents may be all the greater and the factor all the weightier. Hence, in this instance, whilst the Tribunal accepts the Respondents' concern, the Tribunal does not determine the matter to carry a greater weight than the presumption and so any presumption otherwise arising is not rebutted for this reason. For the avoidance of doubt, that applies to all Respondents where the Tribunal cannot identify any particular effect on any specific pitch different to the others, not least in the absence of any witness evidence from any individual Respondent describing any.

123. The Tribunal has dealt with this argument as a potentially weighty factor and not as a decline in amenity pursuant to paragraph 18 because it does not relate to the Park itself or the Respondents' use of the Park or any part of it but rather to the regulation of the Park and specifically the management of it. The Tribunal does not therefore consider that the argument falls within the parameters of paragraph 18. There may be other

potential issues about whether effect on the occupiers because of such a matter but not on the pitch itself would give rise to a weighty matter for these purposes but the Tribunal does not need to determine that and prefers not to express any view.

Compliance with Site Licence

124. The Tribunal notes that, separately, the local council has issued a Compliance Notice pursuant to the 1960 Act on the basis of there being 62 Park Homes on the Park (there are now more) whereas the Site Licence only allows for 60. The Applicant appealed that, although neither of those figures was apparently in dispute and that appeal was dismissed. The Respondents also provided that decision, CHI/45UC/PHT/2021/0002 [4/ 890- 905]. They additionally provided another decision in CHI/45UC/PHS/2022/0001 [4/ 926- 945] in respect of a refused appeal of the local council's rejection of an application by the Applicant to remove the condition limiting the number of Park Homes to 60.

125. The Respondents argued that the there is an impact on the general ability to sell homes on the Park because of the breach of the Site Licence. Ms Gee also argued in closing that Pitches 63, 65, 6 and 67 are the current new homes situated on the Park in breach of the provisions of the Site Licence. She asserted that they have no security of tenure and made other comments about the agreements and potential impact on the pitch fee for those pitches. This is a matter specific to those 4 pitches and not, at least as identified, to the Park as a whole. Ms Gee specifically referred to the above 2 decisions.

126. Leaving aside other potential issues, the Tribunal received no witness evidence from any of the occupiers of those 4 pitches. Hence, whilst it is possible that one or more of the occupiers may have experienced particular concerns, there is insufficient evidence of that.

127. In a not wholly dissimilar vein, Mr Sunderland argued that there is no planning restriction but, whether relevant or not, no evidence was provided for that. On being asked whether the Applicant accepted a breach of the terms of the Site Licence, Mr Sunderland answered both "Yes and No", contending it has been shown 65 homes fit and that the Applicant has made an application to increase which has not yet been determined (although again there was no evidence of that). He queried who was to say which pitches should be removed, although the Tribunal considers the answer may be fairly obvious.

128. Again, the local council has taken no steps to enforce the Compliance Notice and have the homes removed. There is a theoretical risk of the Respondents losing the ability to occupy their homes and the pitches but not one which is currently tangible. On the current information, the Tribunal does not determine the matter to carry a greater weight than the presumption of an increase in line with CPI and so any presumption otherwise arising is not rebutted for this reason. The Tribunal specifically leaves open the question of whether this matter could carry sufficient

weight in other circumstances and avoids making any determination of whether if it did, it is the sort of matter which could then rebut the presumption, a question much better answered at another time if the evidence of the effect and other circumstances were different.

129. Ms Gee also contended that the 4 pitch occupiers had been mis-sold their pitches (perhaps also their homes, the Tribunal did not need to establish specifically) because the siting of park homes on the pitches was not possible pursuant to the Site Licence. However, that would be a matter for those pitch occupiers to pursue separately if they chose to and does not form part of these proceedings.

"Service charges being demanded separately from the Pitch Fee"

130. The Respondents raised a matter which had been expressed in the Beechfield First Tier Tribunal decision, namely that the pitch fee should not increase because matters had been stripped from the pitch fee and charged separately. The Respondents argued that there is consequently nothing to which the CPI increase could apply. Ms Gee referred to the relevant matters in closing but essentially from that angle. The bundles include numerous items of correspondence about service charges [4/ 957-1100] and sums which may or may not be owed [4/ 1488- 1599], perhaps in part dependent upon what has happened with service charges previously charged but which there was no entitlement to charge pursuant to the 2024 Decision. However, that falls well outside of this case. Mr Sunderland argued that nothing can be stripped out of the pitch fee.

131. The Tribunal respectfully disagrees with the earlier Tribunal decision to which reference is made. The Tribunal notes that the Upper Tribunal in *Furbear* in which it overturned that decision did not endorse it. The particular decision is not therefore even of persuasive authority.

132. Items simply cannot be stripped out of the pitch fee and charged as service charges.

133. There is a statutory definition of a pitch fee. That states in clear terms, to repeat the definition set out above, that "pitch fee" means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for the use of the common areas of the site and their maintenance" Those matters, the package of rights as termed in *Vyse* as highlighted by Mr Sunderland, are paid for through the pitch fee charged. That is that.

134. . The Upper Tribunal has indeed previously made very clear in *Brittaniacrest re Broadfields Park, Morecambe, Lancashire* [2013] UKUT 0521 (LC) that

"in addition to the right to occupy the pitch the occupier receives in return for the pitch fee the benefit of obligations by the owner to keep the common parts of the Park in a good state of repair, to provide and maintain the facilities and services

available to the pitch… Each of these is an example of a service which can only be provided at a cost to the owner, yet for which there is no separate entitlement to charge; each must therefore be taken to be included in the pitch fee."

135. This Tribunal considers that the situation is quite simple, even without the advantage of the above judgment but most certainly with it.

136. The Respondents have also made reference to a decision of the Welsh Residential Property Tribunal, reference RPT/003/05/23 [4/ 905- 925], which was mentioned in the 2024 Decision, both in their statements of case and in Ms Gee's closing submissions. The site owner in that instance was Wyldecrest Parks Management Limited. That decision also determined, the Tribunal considers inevitably, that matters included in the matters which the pitch fee covers cannot be charged separately as service charges. The decision would be persuasive but not binding but in practice it applies the above judgment in any event.

137. Even if all that were not ample, the Court of Appeal in *PR Hardman & Partners v Greenwood & Anr* [2017] EWCA Civ 52 identified that the site owner could recover the costs of maintenance:

"through the annually reviewed site fee but only through the site [pitch] fee".

The parties did not refer to that judgment directly, but it is specifically referenced, and in the above terms, in the Welsh decision, so they were aware of it and it was before the Tribunal for that reason.

138. The notes to the Pitch Fee Review Notice accompanying Form provide explanation, as the Respondents have quoted, as follows:

"Site Owners Repairing and maintenance liabilities (Paragraph 22 (c) and (d) of Chapter 2 of Part 1 of schedule 1 to the Mobile Homes Act 1983)

- Be responsible for… maintaining any gas, electric, water, sewerage or other services supplied by the owner to the pitch or to the mobile home
- Maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier
- Examples of such repairs and maintenance… include …pipes, conduits, wires, structures, tanks or other equipment provided by the site owner and of the parts of the site that are under the control of the site owner, including access ways, roads, pavements, street furniture and lighting, boundary fences, buildings in common use, drains and the drainage"

139. Those are notes and not a statutory definition. They would not bind the Tribunal much as it would be appropriate to take note of them and the contents are not obviously controversial, much as a Tribunal may determine that they are not comprehensive, as the use of words like "including" and "examples" indicate.

140. The Tribunal accepts that Mr Sunderland was correct to say that service charges are not prohibited. The Tribunal agrees that a site owner may be

able to charge other services as service charges if so agreed to by the contracting parties or by subsequent agreement by successors in title. It may be that management of the park, insofar as demonstrably beyond matters related to the maintenance of the common areas and matters related to the pitches and so within the scope of the matters for which the pitch fee is paid, could potentially be charged separately if the occupation agreement allows that. There may be other services where there could be debate as to whether they do or do not fall within the matters which can only be paid for by the pitch fee, assuming that the pitch occupation agreement might otherwise permit their recovery.

141. There is no ability for the parties to contract out of the statute law. No agreement could entitle the site owner to charge in addition to the pitch fee for something which Parliament has required to be charged for within the pitch fee. In contrast, it is stating the obvious to say that the site owner must provide the matters in return for the pitch fee that the statute requires it to. It follows that any attempt by the Applicant to charge service charges for items which must be included in the pitch fee could not alter the appropriate level of the pitch fee (or indeed entitle it to charge those matters as service charges at all).

142. The Respondent suggest that they in fact have been charged twice by the inclusion of matters in the service charges. In particular the Respondents alleged that there has been an attempt by the Applicant to charge service charges for maintenance, plainly one of the elements covered by- and only chargeable within- the pitch fee. The Tribunal expects that any service charge demands and/ or accounts will demonstrate what service charges were for and whether any related to matters which clearly can- or may arguably be- only be charged for through the pitch fee.

143. The Tribunal reaches no determination about that and instead confines itself to two more observations. Firstly, it necessarily follows from the 2024 Decision that neither the Applicant or any other company could charge any service charges at all whilst the structure in place as considered in that decision applied, so until at least May 2024. So, nothing could be stripped out of pitch fees and charged as service charges in any event because no service charges were payable. Secondly, the Tribunal does not have before it any matter related to whether the assignment of the pitch leases now and since May 2024 enables service charges to be demanded, whether of those occupying under the assigned pitch leases or of those with agreements made with the Best to which the Applicant was not a party and in either event allowing for sums previously paid which pursuant to the 2024 Decision would not have been payable. All else aside, the Applicant specifically as pitch leaseholder may have no obligations the costs of which service charges could meet and the separate head lease may or may not answer that. However, if it does service charges still cannot be charged for services covered by the pitch fee: they remain covered by- and can only be charged for through- the pitch fee. Any determination about the amount of any service charges which may have been demanded since May 2024 for matters which could only have been charged for within the pitch fee and so are not payable for that specific reason, assuming always

the assignment would otherwise enable such service charges to be charged, is a matter for other proceedings if to be pursued.

144. The immediate point, to return to it, is that it cannot be correct to say that the pitch fee should not increase because items have been stripped out of it. They cannot be stripped out. The pitch fee remains- and must remain- for exactly the things that it has always been for, being those three elements for which statute provides. The Tribunal therefore rejects the Respondents' argument for those reasons.

"Loss of amenity"

145. The Respondents argue that as a result of development of the Park, visitor parking which had previously existed was removed Ms Gee gives specific evidence in her statement [4/ 1185] about the previous existence of the parking spaces and their location. Photographs [5/ 1186] show, as seen across and through Pitches 62, three cars parked by the side of Pitch 62 and a little into the Park from the former location of the building which used to stand at the front of the Park and other cars parked by the boundary fence of the Park, the other side of the main access road in or about what is now the location of Pitch 66. The portion of the sales brochure at the time of the purchase of the Park and others by the Applicant for this Park [1619- 1622] also shows a parking area and cars parked in some of the spaces, mostly to the left side of the entrance as viewed from the public road, so by the boundary, both in a photographs and, the Tribunal finds very clearly helpfully, on a plan of the Park which includes symbols of cars showing where parking is located.

146. Mr Sunderland's first point in closing was that loss of amenity could only be taken account of once, which is certainly correct in respect of any particular matter. He suggested that should be in respect of the first Notice but of course the Tribunal has not considered loss of amenity in respect of the increased proposed in that 2023 Notice because it was not valid and so necessarily the issue only arises in respect of the 2024 Notice.

147. The Applicant's Reply contends there to be no evidence to support the Respondent's allegation but does not make a positive statement that the Respondents are incorrect. The Tribunal observes that the Applicant will quite plainly be aware whether it has removed the parking spaces and was able to make- and ought to have made- a positive statement of its position. It is disappointing that it has chosen not to. The title document the Applicant relies on regarding the assignments includes a plan [5/ 1171] displaying no pitches to the left of the entrance nor closer to the entrance than pitches 61 and 62- 62 being the highest numbered pitch shown but with no 13 or, more unusually 48- and the sales brochure is limited to the same pitches.

148. In contrast, Pitches 63 to 67 are not just plainly shown on the current plan displayed but were seen by the Tribunal at the inspection and he Applicant goes on to refer to parking for 5 new homes.

149. The Tribunal accepts the evidence on behalf of the Respondents and finds as a fact that the former visitor parking both to the left of the entrance and to the side of part of Pitch 62 has been removed. The Tribunal also notes the 4 newer homes towards the entrance plus the vacant hardstanding equals 5 pitches and that all of the other pitches looked longstanding at the inspection. The Tribunal has no difficulty in finding those which the Tribunal noted to be those numbered on the plan at the Park entrance 63 to 67 inclusive, are the extra pitches not shown on earlier title documents and are the 5 new homes to which the Applicant has referred.

150. The Applicant has also referred to the removal of the building, which it is common ground, to the front of the Park in the area where the hardstanding and two pitches across the access road from that were seen at the inspection. However, the Respondents have not asserted the removal of the building to produce any decline in amenity. The Applicant further asserted that more parking has been provided to the tune of 10 spaces. It referred to that as 2 spaces per home for the 5 new homes. That plainly does not assist with visitor parking for the Park generally.

151. The Applicant additionally contended that the Park contains 6 visitor parking spaces in "the communal parts of the site". However, Mr Sunderland did not explain where that parking is said by the Applicant to be located. He also put that matter to Ms Gee in cross- examination. She denied that there was such parking. However, the statement of case in the 2025 proceedings accepts "4 or 5 visitor spaces now left elsewhere".

152. The Tribunal notes that the sales brochure plan shows 6 symbols of cars by the main access road and between that and pitch 10 but where there is no other symbol showing parking for Pitch 26 and the space between the car symbols and the other side of the access road, by Pitch 27, is somewhat narrower than the remainder and potentially not easy to pass a car through, dependent upon the accuracy of the scale of the care symbols. The Tribunal saw no obvious parking spaces in that location at its inspection nor sufficient space for there to be parking in the manner the symbols suggest and the access road to be wide enough to comply with requirements. Even if it may be possible for 1 or 2 visitors cars to be parked in that location without narrowing the access road unacceptably, that would only retain a small element of the visitor parking which formerly existed and would not alter the loss of what was at least the majority of the visitor parking spaces prior to the redevelopment of the Park and addition of pitches by the Applicant.

153. On balance, the Tribunal finds that there are 4 or 5 visitor spaces in locations on the Park, notwithstanding that it is unclear to the Tribunal where. The Tribunal adopts the Respondents' position in their statement of case in the 2025 proceedings. As will be apparent below, whether there are 4 or 5 (or 6 but where the Tribunal considers the balance of probabilities is against that) remaining is of no importance.

154. Mr Sunderland made the point that the pitches provided since the asserted removal of parking could not, or their occupiers (see below) could not, experience loss of amenity from any reduction in parking spaces which had never been present during those pitches existing. The Tribunal accepts that and hence loss of amenity would be limited to the other Respondents.

155. The Respondents refer to CHI/45UC/PHS/2022/0001 in respect of the Park and also to LCC- 2023-307 and LCC- 2023-407 in which it is said the Upper Tribunal determined that removal of visitor parking could amount to a loss of amenity and that the time the loss of amenity existed for was relevant. It is said that a further Upper Tribunal case of LCC-2023-745 states the same. Those Upper Tribunal references are not ones given to final decisions and the Respondents identify that LCC- 2023-307 and LCC-2023-407 was returned to the First Tier Tribunal to determine the effect of the loss of amenity which need not be one of the full increase or no increase as it appears had been understood. The Tribunal does note that whilst "decline" suggests something which occurs over a period of time and suggest due to neglect, the fact that removal of parking is likely to have been a specific and deliberate act, indicates that "decline" was construed as meaning "reduction".

156. The Applicant argued that the impact is on the pitch not the individual. As touched on above, the Tribunal disagrees on that matter.

157. The Tribunal determines that a pitch- a concrete slab or similar is an inanimate object and necessarily cannot experience amenity and so cannot suffer a loss of amenity. Rather loss of amenity must relate to the occupier, no other construction being possible. In a High Court case to which parties sometimes refer to, although not it must be accepted in this case, *Charles Simpson Organisation Ltd v Redshaw* (2010) 2514 (CH). Kitchen J said:

> "In my judgment, the word "amenity" in the phrase "amenity of the protected site" in paragraph 18(1)(b) simply means the quality of being agreeable or pleasant. The Court must therefore have particular regard to any decrease in the pleasantness of the site or those features of the site which are agreeable from the perspective of the particular occupier in issue."

158. That is a very clear statement and the Tribunal has no hesitation in following it.

159. The Tribunal considers that in principle, the loss of some visitor parking could potentially have impacted on a given Respondent and with sufficient decline in amenity that the consideration to be given to that could have prevented the presumption of the pitch fee increasing in line with the rise in CPI occurring. However, the Tribunal considers the extent of the impact for any given Respondent' pitch is key in order for the Tribunal to identify and apply the appropriate weight. The Tribunal accepts that Mr Sunderland was correct to identify that in closing and that *Whiteley* applies.

160. Mr Sunderland also referred to the pitch fees agreed since the removal of parking space, the Tribunal understands as implying the loss of parking spaces had not been significant to the Respondents, although the Tribunal makes no finding. Mr Sunderland asserted that the Tribunal cannot go behind the last review, although it is clear that is wrong in law.

161. The matter on which this aspect turns is that the Respondents do not expand on the loss experienced. Notably, it is not said how often the visitor parking was used by visitors to the homes of any of the Respondents or for what purpose. Or how many of the previous total of spaces were used at any given time. It is not identified what effect on visitors attending or on the Respondents otherwise has arisen from the reduced visitor parking.

162. The Tribunal considers that there must have been some impact on the Respondents from the removal of the parking spaces. However, the Tribunal determines that there is insufficient evidence provided by the Respondents of actual impact of loss of the parking spaces as a fact for the Tribunal to be able to find anything other than the simple absence of some visitor parking spaces in itself. It follows that the Tribunal determines that the regard which should be given is insufficient to prevent the presumption of an increase in line with the rise in CPI arising.

"Lack of Proper Consultation"

163. Another matter referred to in the Respondent's statements of case and by Ms Gee in closing related to lack of consultation about the development. However, the Tribunal does not regard consultation or lack of it as a matter relevant to the level of pitch fee in this instance. The requirement is to consult on improvements to the Park and in particular where the costs are to be recovered through the pitch fee.

164. It is somewhat unclear whether the removal of the cottage at the front of the site replaced by 3 more park home pitches can be said to be an improvement or not. More significantly, the Applicant has not on the evidence ever suggested it to be an improvement which might entitle it to increase the pitch fee for that reason and with the result that consultation or lack of may impact on the level of pitch fee.

165. In addition, reference was made to lack of consultation about changes to the leases and/ or other titles. The Tribunal does not consider that the changes related to this Park by way of assignment of the pitch leases, or earlier leases, fall within the requirements to consult. However, most importantly, there is nothing even suggested to affect the level of the pitch fees being determined.

Reduction in size of pitch 62

166. There is one particular matter which arises only in respect of the reduction in size of Pitch 62. That is Ms Gee's contention that the size of her pitch has reduced and that is relevant to the fee. The Tribunal has addressed the question of settlement agreement above and does not repeat

those matters, but merely observes that Mr Sunderland had advanced an argument about parking and not about Ms Gee's pitch. The Tribunal instead focuses on the case as Ms Gee advanced it.

167. The Tribunal has carefully considered the size and shape of the original pitch as shown [e.g. plan of the Park on 5/1171 and photographs 5/1186], with that of the pitch as it currently stands and as shown on the plan at the entrance to the Park. There is no plan of the pitch itself shown on the Written Statement in respect of the pitch [4/ 529- 558]. The Tribunal finds that the pitch has been reduced in size firstly to the extent that the boundary used to be angled towards the rear with more space behind the home itself to the southern side than to the northern side and secondly, to the side by the road through the Park (so the side towards Pitch 1 at the other side of the road and indeed towards Pitch 66 as it now is, rather than the side towards Pitch 61).

168. In respect of the first of those, the Tribunal finds that the land behind the home now runs parallel to the home from the closer northern corner. The area of reduction is not vast, none of the pitches are in the first place, but it is ample to be easily identifiable and does reduce the amenity space behind the home. As to the second, the Tribunal finds that there was a lawn area to what is broadly the south- west corner of the pitch which is now smaller and the distance from the home to the main access road has been reduced. That said, it appears that the pitch may have received a portion of the area which used to be occupied by the visitor parking next to it and the Tribunal has been unable to make any finding of how much was lost, although the Tribunal finds- it must be accepted not with precision- some.

169. The Tribunal finds that overall the pitch is smaller than the original pitch fee was agreed for and it was that original fee to which the subsequent increases have been applied.

170. The Tribunal determines that reduction in the size of the pitch for which the pitch fee is paid is a sufficiently weighty factor to rebut the presumption of an increase by CPI.

171. The Tribunal has considered the fact that the pitch fee is not just for occupation of the pitch itself but rather the three broad elements identified above. The Tribunal has considered the fact that the base on which the park homes is placed remains the same: the effect is on outside space and not the home. The Tribunal finds that the impact on value is relatively modest but finds that there is a difference between the value of the original pitch and the other matters which form parts of the pitch fee and the reduced pitch plus those other matters.

172. The Tribunal values that difference at somewhat under 5% and, accepting that valuation is not a precise science and views may validly differ, considers that the difference in value would be in the region of 2.5%.

173. The Tribunal is mindful that the CPI increase would be 2.2% and so for the particular pitch is £5.64 per month. That would, as Mr Sunderland identified in respect of the pitches generally, in effect keep the pitch fee at the same level in light of the adjustment to the value of money. 2.5% in contrast amounts to £6.41. That is a very small difference. It should be clarified that is the effect of applying the weighty factor as distinct from the factor itself (although the effect of the factor is also greater than the impact on the value of money).

174. Taking matters in the round, the Tribunal considers that the reduction in value of the pitch as reduced and the increase otherwise applicable to the CPI are sufficiently close that whilst the reduction in value is higher and so the weight to be given to that the greater, the practical approach to take is for a £nil increase in the pitch fee, the reasonable amount of which therefore remains at the previous level.

"Wyldecrest Parks (Management) agreements"/ Wyldecrest Parks (Management) Ltd. Agreements"

175. This issue is mentioned in slightly different terms in both sets of proceedings. The Tribunal noted the comments of the Upper Tribunal in *Furbear* at paragraph 54 [4/ 856] that "the FTT did not explain why the respondents' concern that the pitch fee was at the review date disproportionately high, having been set apparently in consideration of the surrender of an agreement with only seven or eight years to run, is not relevant on a review of the pitch fee (being the first review since the fee was set)."

176. Whilst the matter was not raised by the Respondents in writing directly as an argument about the pitch fee level, their statement of case refers to the fees specifically as enhanced pitch fees and it is raised in a judgment on which they relied, so the Tribunal considers it ought to address the matter. Ms Gee also made various comments about the agreements in closing, including asserting misrepresentations to have been made to the pitch occupiers a specific argument which again falls outside of the scope of these proceedings. Mr Sunderland rejected that in his submissions.

177. The Tribunal understands it to be common ground that those pitch occupiers who were offered new pitch occupation agreements were offered the ability to pay a premium for an indefinite term in full or were offered the ability to pay a lower premium in return for paying a greater pitch fee in perpetuity. Ms Gee identified that it had been said that Best would buy the pitch or buy out the lease- she was unclear- with the premium, although there was no evidence within the bundle as to what, if anything, has been bought by Best or when. The Respondents' statement of case observes that Best cannot have bought the leases from the pitch leaseholders because the pitch leaseholders were able to assign them in 2024. The Tribunal understands why the Respondents' query that matter, although cannot within these proceedings or in any event on the information available, seek to answer it.

178. Whilst the agreements name Wyldecrest not Best, the 2024 Decision determined that they were entered into on behalf of Best. The Respondents also assert, slightly surprisingly, in their statement of case that the determination in the 2024 Decision "falls apart for a number of reasons" which they set out. The Tribunal disagrees. Mr Sunderland accepted that they were during the hearing- as indeed the Tribunal understands has also been so accepted in other proceedings- that the pitch agreements were with Best and not with Wyldecrest and the Tribunal agrees with the 2024 Decision. However, it came to be that Wyldecrest was named rather than Best in the first place, the Tribunal is content that the position in both fact and law is clear and simple. The Respondents have referred in their statement of case to Wyldecrest not having an interest or being able to issue agreement but that does not apply where the agreements were in reality with Best.

179. The Upper Tribunal referred to the options given in paragraph 29 of its judgment [4/ 852] and there is at least one example of correspondence in those terms (there may be more) in the bundle [1648]. The nature of those offers at first blush strongly suggests that the extra paid month by month for the pitch fee over and above the sum payable if the largest offered premium is paid in full is a deferred premium. In effect, the pitch occupier can pay a smaller premium up front in return for paying an additional sum month by month, albeit that over an indefinite period the extra could be many times the difference in up front premiums. However, the Tribunal is very mindful of the fact that the initial premium under a pitch occupation agreement is a matter for the parties, so that even if in effect part is a deferred premium, nevertheless the pitch fee is what it is. Mr Sunderland identified that, referring specifically to paragraph 8 of *Vyse* the initial fee is solely a matter for the parties. The agreements with Best were new ones- the old agreements were surrendered. Hence the parties to the new agreements could agree whatever premium they chose.

180. The Tribunal considers that could only leave any room for finding the level of premium under at least some of the new pitch agreements is sufficiently greater than the level of the pitch fee for the other pitches on the Park to itself be a weighty factor capable of rebutting the presumption of CPI increase in the event that the manner of dealing with the premium and potential deferment of the premium creates an exception to the usual rule. The difference is a marked one and that contrast gives at first blush cause for query. However, given that it stems from the premium first agreed under the new agreements, the Tribunal considers that even the marked difference in pitch fee level would be likely only to provide even any potential basis for taking an approach only to those premiums and for that reason in very clear and very particular circumstances.

181. The Respondents state that the premium was extortionate and the pitch fees also but have not explained how they agreed those. The Tribunal lacks sufficient evidence on which it could make any finding as to how the agreement subsequently entered into was reached in respect of any pitch. Hence, even if the Tribunal could consider the level of pitch fee itself in exception circumstances of a deferred premium forming part of the pitch

fee, the Tribunal lacks the evidential basis as to the circumstances in which it arose in respect of any given pitch on which to actually do so. In those circumstances, the Tribunal considers that it can only consider the reasonable premium as determinable pursuant to the statutory provisions from the starting figure which the contracting parties agreed, plus any increase pursuant to RPI and then CPI since.

182. A further and related point arose during the course of the hearing, namely that the correspondence containing the proposals for the new pitch agreements with the different premiums and pitch fees, also states the following, "Anyone taking the option will also enjoy a freeze on all RPI increase for a period of 5 years". The correspondence is dated 4th October 2018 and so irrespective of how swiftly the new agreement was then entered into, 5 years from that date is beyond the 2023 Pitch Fee Review Notice date and it may be beyond the 2024 date if it took some time for the agreements to be entered into. The Tribunal perceives that the reference was only to RPI and not CPI because that was the relevant index at the time and does not attempt to determine whether the statement should be strictly limited to that index only.

183. However, the Tribunal accepts that is another point which the Respondents had not raised but a matter which occurred to the Tribunal on reading the correspondence. When the Tribunal mentioned it, neither side had prepared for arguing the matter or provided documentation as to what happened after that apparent offer was made, although Mr Sunderland did submit that the new pitch occupation agreements did not include such a term, which may be relevant. The Tribunal therefore leaves this point firmly to one side.

184. For completeness and given that in the section of their statement of case headed Reduction/ Reversion of Pitch Fee it is also suggested that for those who took out new agreements with Best via Wyldecrest the pitch fee should revert to the amounts under the previous agreements, the Tribunal must reject that argument. The old agreements do not subsist. There were new agreements entered into and the new pitch fee was a matter for the contracting parties and, subject to the possibility- and the Tribunal puts it no higher- of a very particular exception if there had been sufficient evidence, that is the end of the matter.

185. Mr Sunderland said in closing that the agreements have been assigned by Best to the Applicant- the Tribunal presumes what was meant was the benefit of the agreements and for the duration of the Applicant's lease, although Mr Sunderland did not say that. However, there had been no suggestion of that matter until closing submissions and there was no evidence in these proceedings to base any submission on those lines upon. No such assignment was provided, and the Applicant's only witness statement had made no mention of it. This Decision does not rest on the correctness of the contention one way or the other and so the Decision has deliberately made no mention of the point. It may affect other matters touched upon in this Decision in respect of pitches where agreements are with Best as from the date of any assignment and the Tribunal has no

doubt that the Applicant will provide evidence to the relevant pitch occupiers if it asserts such an assignment did indeed take place and reliance is placed on that, whether as to entitlement to pitch fees or otherwise.

186. There is a slightly different issue raised in the Respondents statement of case about Pitch 21 where it is said the new agreement was in the name of Silver Lakes Properties Limited, although it not clear that company owned anything by then. Nothing was said in reply by the Applicant. Nothing was said at the hearing on the point at all. The Tribunal speculates that the agreement was again intended to be in the name of Best because that appears the most logical explanation. However, no determination is identifiably needed in these proceedings and so none is made. There is nothing received by the Tribunal demonstrating that the answer in respect of the Applicant's ability to serve a Pitch Fee Review Notice would have been different.

Conclusion regarding the pitch from 1st November 2024

187. It will be identified that having determined the 2024 Pitch Fee Review Notices to be valid, the Tribunal has not then determined there to be any matters which prevent the presumption of a rise in the pitch fee in line with the rise in the CPI, save in respect of Pitch 62. Neither has the Tribunal identified a weighty factor to rebut the presumption. The proceedings relate to the reasonable level of the pitch fee applying the statute, not to other matters.

188. It necessarily follows that the Tribunal determines that the reasonable pitch fee for 1st November 2024 onward is one which can (but does not for Pitch 62 for the reasons explained) rise by 2.2% in line with the rise in the CPI.

189. In terms of the sums, the relevant Notices are those containing sums 2.2% higher than the 1st November 2022 (and indeed 1st November 2023 given there was valid Notice on which to base an increase) figure where Respondents are parties to the 2024 proceedings. For the other Respondents the sums are those in the single Notice received by each of them. As explained above any lack of agreement to the 2023 increase is not a matter before the Tribunal in relation to them.

Refund of Pitch Fees paid

190. The Respondents identified that section 7 of the Form to accompany a Pitch Fee Review Notice notes that if "a tribunal is satisfied that a notice of pitch fee is of no effect due to the failure to serve this form with the pitch fee review notice, the tribunal may order the site owner to pay back the difference between the amount which the occupier was required to pay for the period in question and the amount which they have actually paid."

191. That statement suggests that it is only because of a failure to provide a Form with the Notice that enables the Tribunal to order the repayment of

the sum paid by a pitch occupier over and above the sum the Tribunal determines as the pitch fee for the period. To that extent the Form is wrong and the Tribunal is not bound by the notes on the form, but rather by applying the law.

192. The correct position is that paragraph 17 (11) of Chapter 2 of Schedule 1 to the 1983 Act provides as follows:

"the tribunal may order the owner to pay the occupier, within a 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"

193. In addition, section 213A of the Housing Act 2004 sets out what are termed "Additional Powers" of the Tribunal. Those include at (4) powers when exercising jurisdictions under the 1983 Act. On of those is as follows:

"directions requiring the …… recovery of over- payments of pitch fees to be paid in such manner and by such date as may be specified in the directions"

194. The Tribunal confesses to be unclear why it was felt necessary to have both provisions but as the substance of both is the same, there is little to be gained by dwelling on that. There is a power to order repayment where determined appropriate. The Respondents in raising this point sought repayment of various previous pitch fees which it is suggested were not payable, but the Tribunal has explained above the limits of the matters which can be determined in response to the Applicant's applications.

195. When Ms Gee addressed this point in closing, she was unable to explain to the Tribunal which pitch occupiers who are Respondents to one or other of the sets of proceedings may potentially have overpaid (subject always to the contents of this Decision). She indeed had suggested in discussion of a different point that none of the Respondents had paid at all. She sought a determination in principle.

196. The Tribunal determines that if any of the Respondents paid the full pitch fee sought by the Applicant for 1st November 2023 onward, they have overpaid at least to the tune of 6.7% and are entitled to a refund of at least that sum. The Tribunal further determines that if any of the Respondents have paid a 2.2% increase on the 6.7% sought for the previous year, they have overpaid to the tune of 102.2% of the 6.7% and are entitled to a refund of at least that sum. The Tribunal lacks evidence of whether any of the Respondents did make such payments or otherwise paid any other sum above, for 1st November 2023 onward, the pitch fee which had been payable the previous year from 1st November 2022 and/ or paid any sum above, for 1st November 2024 onward, that pitch fee plus 2.2%.

197. The Tribunal also explains the use of the term "at least" above. The percentage amount is the extra sought from 1st November over the previous pitch fee. It is the amount repayable by the Applicant assuming that the Applicant was entitled to and received any pitch fee. The Tribunal cannot address any question of whether any more than 6.7% may be repayable as it is not within these proceedings to determine whether the Applicant was entitled to any pitch fee from the Respondents. There may or may not be any subsequent determination in relation to that and any further order for repayment or lack of it would flow from the outcome of separate proceedings if pursued.

198. The pitch fees payable by each Respondent for one or other or both years is set out below, so rather more simply, the question is whether they paid more than the sums listed. The Tribunal is unable to answer that question on the information before it, as explained in the hearing, so the above determination has no currently identifiable effect in money terms. Hence the Directions in respect of that aspect below.

199. For the avoidance, this section of the Decision as with the remainder of it is limited to the actual Respondents. Any entitlement that there may or may not be of any other pitch occupier to any refund of a pitch fee increase that they did not agree to pay but where the pitch fee has not been determined by the Tribunal falls outside of the proceedings. So too does the question of any refund of any pitch fee generally demanded by any company not entitled to demand it. The Tribunal will only address in these proceedings any request for a refund of any pitch fee amount for the 2 years in question over and above the fee determined.

Decision

200. The Pitch Fee Review Notices and Forms issued by the Applicant on 25th September 2023 are invalid and hence the pitch fees for the year 1st November 2023 onward remain at the levels of the pitch fees for the year 1st November 2022 onward.

201. The pitch fees for the pitches occupied by the Respondents to the 2024 proceedings for 1st November 2023 to 31st October 2024 therefore remain as:

Pitch 8- £475.53	Pitch 55- £342.52
Pitch 19- £350.11	Pitch 59- £421.13
Pitch 22- £256.49	Pitch 60- £385.95
Pitch 25- £256.49	Pitch 62- £256.49
Pitch 34- £256.49	Pitch 63- £342.52
Pitch 46- £350.11	Pitch 65- £358.96
Pitch 54- £256.49	Pitch 67- £358.96

202. Those fees were not of course payable to the Applicant from 1st November 2023 but to the pitch leaseholder as it was at the time. The fees only became payable to the Applicant directly as at May 2024. The Tribunal does not have information as to whether any entitlement of the

then pitch leaseholder to the pitch fees was assigned to the Applicant and in any event, the application requires the Tribunal to determine the pitch fee payable and not to determine to whom it should be paid, at least beyond the fact that the Notice can only be served by the "owner" from time to time.

203. Necessarily, the pitch fees for those pitch occupiers who are Respondents to the 2025 proceedings but not to the 2024 proceedings increased in accordance with the CPI applicable to the Notices served on them and no determination may be made by the Tribunal save in respect of the fee from 1st November 2024.

204. The Tribunal determines that the Pitch Fee Review Notices and Forms served by the Applicant on 25th September 2024 are valid.

205. The Tribunal determines that the pitch fees for 1st November 2024 onward are the figures for 1st November 2023 as determined above (so the same level as the year 1st November 2022 onward) plus an increase of 2.2% percent, save in the instance of Pitch 61.

206. The pitch fees for 1st November 2024 onward are therefore as follows:

Pitch 7- £393.83
Pitch 10- £382.89
Pitch 15- £285.82
Pitch 19- 357.81
Pitch 21- £395.30
Pitch 22- £262.13
Pitch 25- £262.13
Pitch 30- £408.29
Pitch 40- £279.69
Pitch 45- £481.27
Pitch 46- £357.81
Pitch 51- £279.69
Pitch 55- £350.06
Pitch 59- £430.39
Pitch 60- £394.44
Pitch 61- £447.37
Pitch 62- £256.49
Pitch 65- £366.86
Pitch 66- £306.15
Pitch 67- £366.86

207. Necessarily the pitch fees for those pitch occupiers who were party to the 2024 proceedings but are not parties to the 2025 proceedings increased by the CPI applicable to the Notices served on them in respect of the pitch fee from 2025 but that increase must be 2.2%, or such other sum as alternatively correct for any different timing, from the figure set out above and the higher fee that the Applicant had sought from 1st November 2023 is the not the correct figure from which to calculate the fee from 1st November 2024.

208. The Tribunal determines that the effect of the weighty factor of the reduction in size of Pitch 62 is such that the pitch fee for the year 1st November 2024 onward remains at the level determined above for the year 1st November 2023 onward (so the same level as the year 1st November 2022 onward). The pitch fee for Pitch 62 from 1st November 2024 remains at £256.49.

209. The Tribunal makes no decision about the various other issues raised by the Respondents, particularly those about service charges, which do not

relate to the level of the pitch fees for the 2 relevant years. Any other issues arising from the complicated web of agreements and relationships between those with interests in pitches and/ or the Park which have not been advanced in these proceedings and which the Tribunal necessarily has not considered will have to be addressed in other appropriate proceedings if they cannot be resolved between the parties.

Costs and fees

210. In respect of the application fees, the Applicant sought to recover those from the Respondents. Ms Gee opposed that on behalf of the Respondents. Inevitably those submissions were made without the benefit of advance knowledge of the outcome. The Applicant asserted in respect of each application that the lack of agreement to the proposed pitch fee by the Respondents left the Applicant with no option but to apply.

211. It will be identified that the applications failed in respect of the 1st November 2023 pitch fees because the Applicant was not entitled to serve the Pitch Fee Review Notice (and at least as at that date was not entitled to the pitch fees at all). Bearing in mind the 2024 Decision and the judgment in *Furbear* that must have been expected, such that it is quite difficult to understand why the Applicant considered an application to be merited. The Applicant was not left with no option but to apply: it could have decided not to do so and saved a consider quantity of resources all round. That is ample here to appear to merit the refusal of the application in respect of fees for the 2024 proceedings. The Tribunal unhesitatingly refuses it.

212. The Tribunal identifies that the appropriate approach to take to the fees for the 2025 application is more finely balanced. It will be identified that the Applicant succeeded in all but one application in achieving a pitch fee with a 2.2% increase. However, that is not from the figure it had sought in 2023 against Respondents in the 2024 proceedings.

213. It cannot be known what approach the Respondents to the 2025 proceedings would have taken, especially those who were also Respondents to the 2024 proceedings, if the Applicant had taken an appropriate approach to the 1st November 2023 pitch fees. The Tribunal finds that there is at least a reasonable prospect that the Respondents may not have disputed the 1st November 2024 proposed fee. In the event, the Respondent to the 2024 proceedings had raised arguments in those proceedings yet to be determined by the 2024 Pitch Fee Review Notices. It is understandable against the background that the Respondents therefore opposed the further increase sought. Consequently, the Tribunal determines that to a substantial extent, the Applicant brought the need for the 2025 proceedings on itself.

214. The Tribunal also notes the Respondent's failure to address in a satisfactory manner the argument for loss of parking spaces and more general lack of reasonable forthrightness. Specifically, as against Ms Gee, the Applicant failed not only in respect of the 2023 proposed increase but

also the 2024 proposed increase. There was no later fee paid in the proceedings, so the only fees payable are the application fees and in the above circumstances.

215. That said, by the 2025 proceedings being issued, much had changed from the previous year and, aside from the Applicant succeeding, the Respondent had concerns about a range of matters which are not directly relevant to the issues, such that it at least possible that the increases would have been opposed in any event.

216. The Tribunal determines that set against the various background elements taken in the round and weighed, it is not appropriate to order the Respondents who were also Respondents to the 2024 proceedings to pay to the Applicants the fees for the 2025 proceedings and that it is appropriate to order the Respondents to the 2025 proceedings only to pay half of the fee, whether by offset against credits on their service charge account or otherwise.

217. The Tribunal therefore orders the Respondents occupying Pitches 7, 10, 15, 21, 30, 40,45, 51, 61, and 66 to pay £10.00 to the Applicant towards the fees for the 2025 proceedings against them.

218. Mr Sunderland indicated that the Applicant may wish to seek an award of costs against the Respondent pursuant to rule 13 of The Tribunal Procedure (First Tier Tribunal (Property Chamber) Rules 2013. He will be aware that he can do so now that the Decision has been issued. If so, appropriate directions will be issued.

Directions

219. If any Respondent contends that in light of the above determination payment was made for the pitch fees from 1st November 2023 onward and/ or from 1st November 2024 onward of a sum exceeding the pitch fee determined by the Tribunal, the Respondent shall by **27th October 2025** provide their written submissions together with any evidence relied upon in respect of the payments made and anything else asserted to be relevant.

220. If the Applicant denies that any such Respondent has paid a sum exceeding the pitch fee for the given year as determined by the Tribunal and/ or is otherwise not entitled to a refund, the Applicant shall by **10th November 2025** provide its written submissions together with any evidence relied upon.

221. The Tribunal will determine any such application following receipt of the representations and will provide for the timescale for payment in the event of any payment of a refund being ordered.

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 to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.ogv.uk

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.