



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

Case Reference	: HAV/23UB/PHC/2025/0605
Property	: 150 Harthurstfield Park, Fiddlers Green Lane, Cheltenham, GL51 0TB
Applicant	: Turners Regency Parks Limited
Representative	: Tozers LLP
Respondent	: Mr Alan Morgan & Mrs Charlene Morgan
Representative	:
Type of Application	: Determination of any question arising under Section 4 Mobile Homes Act 1983
Tribunal Members	: Judge D Gethin Mr M Ayres FRICS Ms P Gravell
Date and Type of Hearing	: 27 October 2025 On the papers
Date of Decision	: 31 October 2025

DECISION

Summary of the Decisions of the Tribunal

1. **The Tribunal determines that at the date of the Notice of Breach, the Respondent had not breached Express Term 3(h) and rules 6-8 of the Park Rules by having more than 2 non-combustible storage containers or any combustible storage containers as alleged.**
2. **The Tribunal determines that at the date of the Notice of Breach, the Respondent had breached Express Term 3(i)(i) to the extent that the pitch was overgrown and untidy.**
3. **The Tribunal determines that at the date of the Notice of Breach, the Respondent had breached Express Term 3(h) and rule 14 of the Park Rules to the extent that they kept more than 1 dog.**
4. **The Tribunal determines that by the date of the Hearing, the above breaches had been remedied.**
5. **The Applicant's request that the Tribunal exercise its powers under section 231A(4) of the Housing Act 2004 (as amended) to direct that the Respondents remedy the breaches is refused.**
6. **Reasons for the Tribunal's decision are set out below.**

The Application

1. This an application under section 4 of the Mobile Homes Act 1983 ("MHA 1984") for the determination of various matters in relation to the Property. By s.4, the Tribunal has jurisdiction to determine any question arising under the Act or any agreement to which it applies.
2. The application dated 7 May 2025 seeks a determination as to whether the Respondent is in breach of the terms of their Mobile Homes Act Written Statement and the Park's rules as set out in detail in section 5 of the application form and the accompanying bundle of documents.
3. In the event that any breach is made out, the Applicant requests that the Tribunal gives directions for their remedy.

The Hearing

7. The matter was determined by way of a paper hearing which took place on 27 October 2025.

The Law

8. The Mobile Homes Act 1983 governs the terms of the agreement whereby the mobile home owner (“the Home Owner”), is allowed to station their home on land owned by another (“the Site Owner”).
9. Further to MHA 1983, s.5(1) and s.29(1) of the Caravan Sites and Control of Development Act 1960, the term “mobile home” means:

... any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted but does not include (a) any railway rolling stock which is for the time being on rails forming part of a railway system, or (b) any tent

10. The MHA 1983 applies to those entitled by agreement to station mobile homes which they intend to be their only or main residence on land forming part of a “protected site” (MHA 1983, s.1). Land forms part of a protected site when it is licensed for the purpose (or it is land which would be licensed if it were not owned by a local authority) under Part I of the Caravan Sites and Control of Development Act 1960, see MHA 1983 s.5(1) and s.1 of the Caravan Sites Act 1968.
11. The Act also affords the occupier some security by implying into the agreement a number of important terms, for example terms relating to termination, requiring the owner to provide the occupier with a written statement of the agreement, alienation, pitch fees, obligations of either party (including maintenance obligations), a right of access and a right of the occupier to quiet enjoyment. The implied terms have effect notwithstanding any express term of the agreement and whether or not a written statement has been given as required, see MHA 1983 s.2(1) and Part I of Schedule 1 to the MHA 1983.
12. In addition, any site rules that apply to a protected site, will also become terms of the agreement, MHA 1983, s.2C. The site rules can only be imposed on a site if the requirements of the Mobile Homes (Site Rules) (England) Regulations 2014 (SI 2014/5) have been met.
13. The owner is required to give the occupier the written statement 28 days before the making of the agreement to occupy the site, see MHA 1983, s.1(3). The statement must set out various items, including the implied terms, and must be in the prescribed form, see MHA 1983,

s.1(2) and the Mobile Homes (Written Statement) (England) Regulations 2011 (SI 2011/1006).

14. If the owner fails to comply with this requirement the occupier may apply to the appropriate judicial body for an order requiring the owner to provide the statement, see MHA 1983, s.1(6) and s.4 for determining which judicial body is appropriate. While a shorter period can be agreed in writing for service of the written terms, failure to serve them in time or at all means that the site owner cannot enforce any of the express terms of the agreement unless he applies to the appropriate judicial body. The occupier can rely on and enforce any of the express terms in their favour.
15. Of the implied terms, paragraph 5 of Chapter 2 of Part 1 of Schedule 1 to the MHA 1983 permits the owner to terminate the agreement if a Tribunal is satisfied that there has been a breach and after service of a notice to remedy the breach, the occupier has not remedied it within a reasonable time and the Tribunal considers it reasonable for the agreement to be terminated.

The Evidence

16. In this case, the Tribunal was provided with a bundle of 132-pages containing:
 - a. a copy of the written statement under the Mobile Homes Act 1983 between the Applicant and the Respondent (“the Agreement”). That contained the terms implied by the Act as well as express terms (pp. A16-A38);
 - b. a copy of the Park Rules to take effect from 13 October 2014 (pp. A39-A40);
 - c. the Site Licence for the Park dated 11 June 2020 (pp. B74-B81);
 - d. Applicant’s Statement of Case and witness statement of Tracey Baptie, the Applicant’s Residents’ Relations Manager, dated 12 August 2025 (pp. D87-D96);
 - e. witness statement of Lisa O’Brien, Area Manager, dated 13 August 2025 and exhibits (pp. D97-D108);
 - f. Applicant’s Statement signed by Lisa O’Brien, dated 18 September 2025 and exhibits (pp. D108-D125);

- g. collection of photographs of the Property dated 21 September 2025 and copy of an agreement referencing the change of ownership of “Honey” on 20 August 2025 (pp. E126-E132).
17. An undated 4 second video of 2 dogs barking behind a gate with mesh attached, understood to be at the front of the Property, was also provided.
 18. The bundle has been prepared by the Applicant’s solicitors. We would make a number of comments.
 19. Despite being only 132 pages, the file size was 138 MB. Steps should have been taken to compress the file size. The bundle index simply refers to “Supporting Documents to Application Form” at pp. A13-A73. A second index is included at pp. A13-A15 but the page numbers here do not match the pagination in the bundle. The Written Statement is in reverse page order. There were photographs supplied some of which were undated and no explanation provided as to when they were taken. The Applicant’s Statement of Case and the witness statement of Ms Baptie had been merged into a single document and these should be separate documents.
 20. In short, there was a lack of care and attention in the preparation of the application generally and in the bundle in particular, and some of the alleged breaches were not evidenced.
 21. The Applicant and their solicitors are respectfully reminded of their duty under rule 3(4) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”) to (a) help the Tribunal to further the overriding objective, namely to deal with cases fairly and justly, and (b) co-operate with the Tribunal generally.
 22. In respect of the photographs at pp. E126-E131, the Applicant’s solicitors note in their letter to the Tribunal dated 25 September 2025 that no Statement of Case or witness statement has been submitted by the Respondent and that no application has been made for these documents to be admitted as late evidence.
 23. Nevertheless, the Applicant’s solicitors, rightly in our view, included the photographs in the bundle despite them not being agreed. There is no application from the Respondent to admit them as late evidence, and the Applicant’s solicitors write that if an application was to be made they should be given the opportunity to respond on the basis that *“the Applicant has not had the opportunity to view the pitch nor had an opportunity to respond to these documents. The Applicant is*

concerned these documents may only demonstrate a temporary remedy.”

24. The Tribunal would remind the Applicant’s solicitors that, ordinarily, the panel will only have the bundle of documents before it. The letter dated 25 September 2025 was not immediately before the Tribunal and was only considered because the judge referred to the case management system. If it wished to bar the Respondent from relying on documents included in the bundle, it should have made a case management application to do so. It had not.
25. We had regard for the overriding objective to deal with cases fairly and justly, including rule 3(2):
 - (a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
.....
 - (e) avoiding delay, so far as compatible with proper consideration of the issues
26. We have exercised our case management powers under rule 18(6) and admitted the photographs as late evidence for the following reasons:
 - a. the Respondent is a litigant-in-person;
 - b. the photographs have been timestamped and they are relevant to the issues in dispute and they were provided only 3 days after the Applicant’s Further Statement of Case (pp. D108-D125);
 - c. the Applicant confirmed at paragraph 7 of the Further Statement of Case (pp. D108-D125) that the Respondent was due to have a skip arrive, and at paragraph 5 Ms O’Brien confirmed she had been shown a document relating to the change of ownership of “Honey”;
 - d. the Applicant could have conducted a further visit of the Property, or observed from the boundary, to confirm whether the photographic evidence was in dispute;
 - e. had an application to admit late evidence been made, it was unlikely that the Applicant would successfully oppose their admission, such grounds having already been indicated in the letter dated 25 September 2025. It would not be an appropriate use of the Tribunal’s resources and it would incur delay to direct the parties make submissions on whether to admit the photographs; and

- f. no application had been made by the Applicant to bar the Respondent from relying on the photographs.

The Alleged Breaches

27. In support of the application, the Applicant filed a Statement of Case signed by Tracey Baptie, their Residents' Relations Manager setting out the matters complained of and are as follows:

a. that the Respondents are in breach of:-

i. Express Terms 3(f), (h) and (i) of Part 3 of the Agreement, namely:

(f) You must not do, or allow to be done, anything which might breach any of the conditions of the site owner's site licence...

(h) You must comply with the park rules. A copy of the current park rules is attached to this Written Statement;

(i) You must not do, or allow to be done, anything which may:-

i. be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the site owner or anyone else who lives on or uses the site;

ii. cause damage to any property belonging to the site owner or anyone else...

ii. rules 6, 7, 8 and 14 of the Park Rules, namely:

6. You must not have more than two storage sheds on the pitch, the dimensions of which must not individually exceed 7ft x 5ft (2.1m x 1.5m). The sheds must be constructed of non-combustible material. Written approval for the aforementioned sheds must be obtained via a "Works to Plot" form (which will not be unreasonably withheld).

7. Any storage receptacles in addition to those mentioned in rule 6 must be approved by us via a "Works to Plot" form and be of non-combustible material.

8. You must ensure that any structure (e.g.: porches) erected in the separation space between park homes is of non-combustible construction and positioned so as to comply

with the park's site licence conditions and fire safety requirements.

...

14. You are permitted to keep:

- Not more than 1 dog (other than any of the breeds subject to the Dangerous Dogs Act 1991). You must keep any dog under proper control and you must not permit it to frighten other users of the park. You must keep any dog on a lead and must not allow it to despoil the park...

b. If we find that the Respondents are in breach and have failed to remedy the same, the Tribunal exercises its powers under section 231A(4) of the Housing Act 2004 (as amended) to direct that the Respondents remedy the breaches by:

- i. removing the excess sheds and all storage containers, which are not made of a non-combustible material;
- ii. restoring the pitch to a clean and tidy condition and, in particular, removing dog faeces from the pitch; and
- iii. if there is more than one dog presently on the Pitch, arranging for one of their dogs to be re-homed away from the Park within a specified period of time and to refrain from bringing any further dogs on to the Park, in breach of rule 14 of the Park Rules.

28. The Applicant served a notice dated 23 October 2024 ("the Notice") on Mr & Mrs Morgan (pp. A69-A71) by way of 1st class post, notifying the Respondent of the breaches and requiring a remedy within 28 days of the date of the letter.

29. There was a considerable amount of historic correspondence since 2022 included in the bundle, which included allegations such as dog breeding that are not alleged in the Notice itself.

The Defence

30. Although there has been some historic correspondence from Mrs Morgan included in the bundle, there is nothing exhibited since the Notice was served.

31. The Respondent has not sent any defence to the Tribunal.

32. It appears that the Respondent has ‘buried their head in the sand’ beyond the photographs provided (pp. E126-E132). We find that these photographs were taken on or around 21 September 2025.
33. It is taken from that, that the Respondent does not dispute the breaches alleged but that the breaches have been remedied.

The Decision

34. Having considered the application and prior to undertaking this determination, the Tribunal is satisfied that a determination on the papers remains appropriate, given the questions for us to determine.

Excess sheds and storage containers

35. The Tribunal accept that at some point in the past there was more than two storage sheds on the pitch in breach of rule 6 of the Park Rules. We counted at least nine storage containers in the photographs at pp. A41-A44, including some situated in the separation space between park homes. However, these photos were undated and they were not exhibited to a particular statement. The containers appear to be made of plastic, but there was no evidence advanced as to whether these were in fact non-combustible.
36. Mrs O’Brien states at paragraph 15 of her witness statement (p. D99) that “*In 2024, during the annual site inspection by the local authority a concern was raised about the existence of combustible structures on the Park. This included the sheds and plastic boxes on the Respondents’ pitch.*” The report following the inspection on 13 June 2024 can be found at pp. D105-D106. Although storage of combustible materials and use of plastic storage containers is referred to at paragraph 6 of the report, unit 150 is not expressly referred to. Indeed, the only point noted regarding unit 150 in the report is that the adjacent site lighting is poor.
37. At the pitch inspection on 15 September 2025, Mrs O’Brien took several photographs of the pitch. We noted that there were only 2 sheds which appeared to be made of metal (pp. D115-D116), and whilst there were no dimensions provided it appeared to us that they fall within the dimensions specified in rule 6 of the Park Rules.

38. The Respondent is reminded that under rule 6 of the Park Rules, they may only have two storage sheds of non-combustible material unless they obtain consent from the Applicant.
39. On the evidence presented, we find that whilst the Respondent may have historically breached Express Term 3(h) and rules 6-8 of the Park Rules concerning storage containers, the Respondent was no longer in breach by the date of the Notice and had remedied any historic breach.

Restoring the pitch to a clean and tidy condition

40. Mrs O'Brien's evidence at paragraph 14 of her witness statement is that the pitch continues to be in poor condition with dog faeces and smells, and plastic boxes and a metal frame left on the pitch. She exhibits photographs at pp. D102-D104.
41. No date is provided for when these were taken, but in light of the condition of the pitch on 15 September 2025, we find the photographs to be most likely several years out of date and whilst the pond was an unauthorised installation, the pitch was at the time in generally good condition having a well-kept lawn and appropriately laid patio.
42. There are no photographs of dog faeces on the pitch at any point in the bundle, and Mrs O'Brien accepts at paragraph 12 of her witness statement (p. D99) that although the local authority's Environmental Health team (not Environment Agency as written) was contacted regarding an accumulation of dog faeces (pp. D107-D108), no report has been provided and there is no evidence of any further action having been taken.
43. We accept that as at the date of the inspection by Mrs O'Brien on 15 September 2025, the photographs (pp. D112-D125) show that the pitch was generally overgrown and that there was general detritus on the pitch. That might be considered to represent a fire risk, particularly where detritus has accumulated in the separation space between park homes.
44. Alternatively, the Applicant, without expressly stating as such, may be seeking to rely on Express Term 3(f) that the Respondent will not do, or allow to be done, anything which may "*be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the site owner or anyone else who lives on or uses the site*".

45. However, Mrs O'Brien recorded that Mrs Morgan had told her that a skip was being brought on to the park and the photographs which we accept were taken on or around 21 September 2025 show that the pitch has been tidied, the buddleia and other overgrowth has been removed, and any breach has been remedied by the time of the hearing.
46. On the evidence presented, we find that whilst the Respondent did breach Express Term 3(f) to the extent that the pitch was overgrown and untidy which was a nuisance or caused annoyance, inconvenience or disturbance to the Applicant or anyone else living on or using the site, the breach has already been remedied.

Keeping of dogs

47. The Respondent accepts that they kept 2 dogs. In Mrs Morgan's email to the Applicant's solicitor, Ms Moore, dated 26 June 2023, she says she feels unfairly treated as other residents have more than 1 dog since the change in regulations.
48. The short video simply shows two dogs on the pitch barking. There is no evidence, such as diary logs, of the frequency of duration of such barking or whether the dogs spend the majority of their time within the pitch rather than in the home. There was no indication as to the date of time of day when the video was taken. We found the video added little evidential value and gave it extremely limited weight.
49. We had regard for the fact that the local authority site inspection on 13 June 2024 (pp. D105-D106) made no reference to the Property, nor had the report to the local authority concerning the alleged accumulation of dog faeces (pp. D107-D108) resulted in any further action.
50. Although not pleaded in the application, historic allegations of dog breeding have been made which were not evidenced.
51. The Respondent relies on the change of ownership agreement for "Honey" (p. E132) dated 20 August 2025. In her witness statement, Mrs O'Brien does not suggest that Honey has been kept at the Property since that date.
52. On the evidence presented, we find that whilst the Respondent did breach Express Term 3(h) and rule 14 of the Park Rules in that the Respondent had kept more than 1 dog, the breach has already been remedied.

53. Given the absence of evidence, we do not find that the Respondent had failed to keep their dogs under proper control, or allowed them to frighten other users of the park, or allowed them to despoil the park.
54. However, for the avoidance of doubt the Respondent is respectfully reminded that re-homing Honey with Mrs Slee means that Honey is not to be kept at the Property at any time.

Remedies

55. Given the breaches, to the extent they have been made out, have been remedied, it is not necessary for the Tribunal to exercise its powers under section 231A(4) of the Housing Act 2004 (as amended) and direct that the Respondents remedy the breaches.

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.
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. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
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.