



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

<b>Case References</b>	:	HAV/29UK/PHI/2025/0634
<b>Properties</b>	:	17 Wickens Meadow Park, Rye Lane, Dunton Green, Sevenoaks, Kent, TN14 5JB
<b>Applicant</b>	:	Wyldecrest Parks (Management) Ltd
<b>Representative</b>	:	Mr David Sunderland
<b>Respondents</b>	:	Mr Gary Myers Mrs Ann Hayes
<b>Representative</b>	:	None
<b>Type of Application</b>	:	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
<b>Tribunal Members</b>	:	Regional Surveyor J Coupe FRICS Mr C Davies FRICS Ms T Wong
<b>Date &amp; Venue of Hearing</b>	:	23 September 2025 Havant Justice Centre
<b>Date of Decision</b>	:	23 September 2025

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**DECISION**

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## **Summary of Decision**

**The Tribunal determines that the proposed pitch fee of £150.32 per month is reasonable and is payable from the 1 January 2025.**

The reasons for the Tribunal's decision are set out below.

## **REASONS**

### **Background**

1. The Applicant is the owner of Wickens Meadow Park, Rye Lane, Dunton Green, Sevenoaks, Kent, TN14 5JB ("the Park"). The Respondents are mobile home owners who are entitled to station their home on a pitch within the Park by virtue of agreements under the 1983 Act, which include the statutory terms referred to below. There is no dispute as to the Respondents' right to occupy the respective pitch.
2. The Park is a protected site within the meaning of the Mobile Homes Act 1983 ("the 1983 Act"). The definition, found in Part 1 of the Caravan Sites Act 1968 includes a site where a licence would be required under the Caravan Sites and Control of Development Act 1960 if the exemption of local authority sites were omitted.
3. On 28 November 2025 the Applicant served on the Respondents a Pitch Fee Review Notice with the prescribed Form, detailing the proposed new pitch fee and its calculation, payable with effect from 1 January 2025. The proposed new pitch fee is £150.32.
4. The Applicant calculated the adjustment in line with the Consumer Price Index ("CPI") from October 2024, that being 2.3%. No recoverable costs or relevant deductions were applied.
5. The Respondents did not agree to the increase.
6. The Respondents did not challenge either the validity of the Notice or the effective date of the proposed new pitch fee.
7. Against that background, on 4 February 2025, the Applicant sought a Tribunal determination of the matter.
8. A copy of the Written Agreement governing the Respondent's pitch was not provided.
9. On 15 May 2025, the Tribunal issued Directions which set down a timetable for the exchange of documentation preparatory to a determination on the papers.
10. On 3 July 2025, following the Respondent's objection to the proposed pitch fee and their submission of a statement with supporting evidence, the Tribunal issued further Directions listing the matter for hearing.

11. In accordance with the Directions, the Tribunal was provided with a hearing bundle, which extended to 89 electronic pages. The bundle included the Application Form PH9, the pitch fee review form and Notice, the Respondent's reply and statement objecting to the proposed pitch fee increase, Mrs Mortimer's witness statement and the Applicants' reply. References in this determination to page numbers in the bundle are indicated as [ ].
12. The Tribunal did not inspect the Park as it was neither considered necessary nor proportionate to do so.
13. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.
14. The hearing was recorded and such stands as a record of proceedings.

### **The Law**

15. The relevant law is set out in the Mobile Homes Act 1983 (as amended) ("the Act").
16. Section 1(1) of the Act provides as follows:
  - (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.*
17. The Tribunal derives its jurisdiction to determine disputes in these matters by virtue of Section 4(1) of the Act which states as follows:
  - (1) *In relation to a protected site a tribunal has jurisdiction –*
    - (a) *To determine any question arising under this Act or any agreement to which it applies; and*
    - (b) *To entertain any proceedings brought under this Act or any such agreement,*

*Subject to subsection (2) to (6)*
18. Under the Act, terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the Act.
19. The relevant terms for the purposes of a pitch fee review are set out at paragraphs 16-20 of that part of the Schedule. In summary, a review of a pitch fee is governed by three statutory principles:
  - i. The pitch fee can only be changed either with the agreement of the occupier or by determination by the Tribunal;
  - ii. The pitch fee shall be reviewed annually as at the review date;

- iii. A presumption that the fee will increase or decrease in line with the variation in the Retail Price Index (now CPI”).
- 20. Paragraph 16 states that a pitch fee can only be changed in accordance with paragraph 17, either –
  - (a) *With the agreement of the occupier, or*
  - (b) *If the appropriate judicial body, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.”*
- 21. Paragraph 17(4)(a) states that where the occupier does not agree to the proposed new pitch fee *“the owner [or . . . the occupier] may apply to the [appropriate judicial body] for an order under paragraph 16(b) determining the amount of the new pitch fee.”*
- 22. Paragraph 17(5) provides that *“An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date [but . . . ] no later than three months after the review date[.*
- 23. Paragraph 18 requires the Tribunal, in determining the new pitch fee, to have regard to particular factors:
  - i. Any sums expended by the site owner since the last review date on improvements;
  - ii. Any deterioration in the condition and any decrease in the amenity of the site;
  - iii. Any reduction in the services provided by the site owner and any deterioration in the quality of those services;
  - iv. Any legislative changes affecting costs.

### **The Hearing**

- 24. The hearing was conducted remotely with the Tribunal sitting at Havant Justice Centre and the parties joining by the Tribunal’s online video platform, CVP. The Applicant was represented by Mr David Sunderland (Estates Director for the Applicant); the Respondents appeared in person.

### **The Applicant’s Case**

- 25. The Applicant is entitled to an annual review of the pitch fee by virtue of paragraph 17(1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended).
- 26. Mr Sunderland asserted that the review date of 1 January is longstanding and undisputed by the Respondents. Mr Sunderland stated that this date has been consistently applied in pitch fee reviews from 2016 to 2025, confirmed in previous Tribunal decisions in 2019 and 2023, and reported as the correct review date by the previous site owner when the Applicant acquired the site in 2015.

27. Mr Sunderland stated that in accordance with the implied terms there is a statutory presumption that the pitch fee shall increase by the Consumer Price Index (“CPI”) unless it would be unreasonable having regard to implied term 18, which addresses reduction in amenity of the Park.
28. The Applicant referred to established case law – *Wyldecrest Parks (Management) Ltd v Kenyon & others* [2017] UKUT 0028 (LC) and *Vyse & others v Wyldecrest Parks (Management) Ltd* [2017] UKUT 0024 (LC) and stated that the starting point for a pitch fee review is an increase in line with CPI, and that any factor displacing this presumption must be weighty. In oral submissions Mr Sunderland quoted a passage from an undisclosed First-tier Tribunal decision which had not been provided in the hearing bundle and to which the Tribunal attributed no weight.
29. Mr Sunderland identified the Respondents’ sole objection to the revised pitch fee as relating to a period in December 2024 – as per the witness evidence of the Respondent’s witness, Mrs Mortimer (who was not present at the hearing) - during which some communal lighting was not functioning.
30. He noted that the issue was not notified to the Applicant until January 2025 – thereby limiting the owner’s ability to address it during the relevant period - and characterised the Respondent’s concerns as a customer service matter rather than a challenge to the pitch fee. Mr Sunderland stated that the Respondent’s had provided no evidence of having reported the issue to the Applicant prior to that date.
31. Mr Sunderland noted that all other residents – 40 in total – had agreed to the proposed pitch fee increase.
32. Mr Sunderland reminded the Tribunal that the relevant pitch fee period is 1 January 2024 to 31 December 2024, and that the lighting issue occurred only during the final weeks of that period.
33. During cross examination of Mrs Hayes, Mr Sunderland established that when the Respondents moved to the Park in 2015, there was no street lighting in place. The Applicant subsequently installed lighting in 2017 as part of site improvements. While the Respondents now assert that the absence of lighting – due to faults – poses a safety risk, Mr Sunderland noted that they previously chose to reside on the Park, and did so for two years, without lighting and without any apparent objection.
34. Mr Sunderland also contended that if the Respondents believe the lighting issue constitutes a reduction in site amenity, it relates to the 2025 period and the objection is therefore premature in the context of the current review.
35. The Applicant requests that the Tribunal determine the pitch fee as proposed. Mr Sunderland reminded the Tribunal that the pitch fee may only be varied either by agreement between the parties or by the Tribunal. As the Respondents declined to agree to the proposed review, the Applicant was left with no alternative but to apply to the Tribunal, thereby incurring an application fee of £22.00. The Applicant accordingly seeks an order under Rule 13(2) requiring the Respondents to reimburse this fee.

36. Mr Sunderland observed that, notwithstanding the Respondents' oral evidence in which they stated they would pay the increased pitch fee once the lighting was restored, they have failed to do so. This is despite it being accepted that the necessary repairs were completed in 2025.

### **The Respondent's Case**

37. The Respondents report that external lighting at their property and in communal areas of the park was disconnected during the installation of two new mobile homes at the park entrance in 2024. The Respondents report that during the installation, lighting infrastructure was cut and wires were left exposed, resulting in safety concerns.
38. The Respondents state that they notified several members of the Applicant's on-site maintenance team and reported the issue to the Applicant's main office on multiple occasions from October 2024 onwards but kept no records of such. Although assurances were given that repairs would be undertaken, only superficial measures were taken, such as sealing wires within a black box.
39. On 1 January 2025, Mr Myers emailed the Applicant stating that the street light outside No. 17 had been reported as faulty three months previously and remained unrepaired. Exhibit 7 [44]
40. On 2 May 2025, Mr Myers emailed the Applicant to express concern that, although some superficial safety measures had been taken, further wiring remained exposed and the faulty lights were still not operational.
41. The Respondents relied on the written witness evidence of Debbie Mortimer of No.13 Wickens Meadow, dated 27 May 2025, [39] who, in her statement, stated that, one evening in December 2024, she noticed that the lights outside No. 14 Wickens Meadow and the main car park lights were not working. Additionally, exposed wires were noted at the front of her property. Ms Mortimer says that she reported the matter to the Applicant but, as at the date of her statement, the matters remained unresolved.
42. Mrs Mortimer did not attend the hearing and was therefore not available for cross-examination by the Applicant. While Mr Sunderland noted that the witnesses' evidence was not agreed, he submitted that the content of Mrs Mortimer's statement in fact supported the Applicant's case. Although Mrs Hayes offered to attempt contact with the witness by telephone, the Tribunal determined that, at this late stage, such an attempt was neither appropriate nor necessary in light of Mr Sunderland's position regarding the statement's content.
43. The Respondents provided eight exhibits in evidence. These included photographic images showing cut and exposed electrical wiring, the encapsulation of wiring in a newly installed black box, a photograph of an access road leading to a parking area which, at the time the image was taken, lacked street lighting, and a photograph of an unlit bollard light taken in dark conditions [41-44].
44. The Respondents contend that the presence of exposed wiring and the absence of fully functional lighting pose a safety hazard, particularly in the

car park areas, which are described as dark, wet and slippery due to overhanging trees. They argue that these conditions amount to a reduction in the overall amenity of the site.

45. While the Respondents acknowledge that the Applicant installed lighting as an improvement upon acquiring the site – for which an uplift in pitch fee was determined - they emphasise that Wickens Meadow is a park home for the over-50s and that some residents, including Mr Myers, have disabilities. The Respondents contend that fully functional lighting is essential to ensure the safety and accessibility of all residents.
46. The Respondents stated that they would agree to the proposed pitch fee increase once the communal lighting was fully restored and the associated repairs completed. However, in oral submissions, they maintained that these works were not concluded until June 2025.

### **Findings of Fact**

47. The Applicant served the pitch fee review Notice and prescribed form on the Respondents on 28 November 2024, with an effective date of 1 January 2025. The Tribunal finds that the Applicant was entitled to do so.
48. The Applicant proposed an increase in pitch fee in accordance with the percentage increase in the CPI. The Mobile Homes (Pitch Fees) Act 2023 changed the basis for calculating the pitch fees for park homes in England and Wales from the RPI to the Consumer Price Inflation (CPI) index with effect from 2 July 2023. The Tribunal therefore finds that the Applicant was correct in adopting the CPI methodology at the pertinent date.
49. The Tribunal finds that the Applicant adopted the correct CPI percentage of 2.3%, that being the October 2024 figure.
50. The application to the Tribunal to determine the pitch fee was made on 4 February 2025, which was within the period starting 28 days to three months after the review date.
51. The Tribunal is satisfied that the Applicants complied with the procedural requirements of paragraph 17 of Part 1 of Schedule 1 of the 1983 Act in this matter.
52. The Tribunal next turns its attention to the question as to whether the proposed increase in pitch fee is reasonable, irrespective of whether the sum payable is in itself reasonable.
53. The Tribunal reminds itself that paragraph 18(1) of the Act requires the Tribunal to determine whether there has been any deterioration in the condition and any decrease in the amenity of the site or any adjoining land which is occupied or controlled by the owner of the site, and/or whether there has been any reduction in the services provided by the site owner and any deterioration in the quality of those services. Furthermore, whether any other weighty factors displace the presumption in favour of an inflationary increase in pitch fee calculated in accordance with CPI.

54. The Tribunal finds that Mrs Mortimer reported the lighting outage and the associated health and safety risk of exposed wiring to the Applicant during December 2024. Her evidence does not indicate that the lighting failure or exposure of wires occurred prior to her observation of the issue, one evening in December.
55. The Tribunal finds that Mr Myers emailed the Applicant on 1 January 2025 regarding the faulty lighting, and referred to previous notifications over the preceding three months. The Tribunal considered both Mr Myers and Mrs Hayes to be credible witnesses, although no documentary evidence was provided to substantiate any earlier notifications.
56. The Tribunal finds that Mr Myers emailed the Applicant on 2 May 2025, acknowledging that repairs had been undertaken to address exposed wiring, but stating that the affected lights remained non-operational. He further noted that the lights had been out for “over six months”, which would place the onset of the fault around October/November 2024. In her oral evidence, Mrs Hayes also stated that the fault originated in October 2024.
57. Based on the evidence submitted, the Tribunal finds that during the relevant pitch fee review period - 1 January 2024 to 31 December 2024 - certain communal street lights were non-functional for approximately three months, and exposed electrical wiring was present for a concurrent period of around one month. The question of whether, and when, these issues were remedied in 2025 falls outside the scope of the present review but may be considered relevant in any future pitch fee proceedings.
58. Having considered the evidence, the Tribunal is not persuaded that the temporary and short-term loss of certain communal lighting, along with associated disrepair, amounted to a significantly material reduction in site amenity during the period 1 January to 31 December 2024. As such, the Tribunal does not consider these circumstances sufficient to displace the statutory presumption in favour of a pitch fee increase based on the consumer price index. Furthermore, the Tribunal finds that the Respondent’s submissions do not constitute sufficiently weighty grounds to rebut that presumption.

### **The effect of the above determinations and the pitch fee**

59. The first question to be addressed by the Tribunal is whether there should be any change from the pitch fee for 1 January 2025 onward and, if so, what that change should be.
60. Having considered the evidence and submissions before us the Tribunal are satisfied that it is reasonable that the pitch fee should be changed.
61. Turning next to the amount of increase in pitch fee, the Tribunal finds that the Respondents have failed to persuade the Tribunal that the presumption in favour of an increase in line with the relevant CPI should be displaced.
62. Accordingly, the Tribunal confirms the proposed pitch fees, payable with effect from 1 January 2025, is £150.32 per month.



63. The Applicant sought reimbursement of the Tribunal application fee of £22.00 under Rule 13(2) of the Tribunal Procedure Rules 2013. In view of the outcome of this application, the Tribunal considers it just and equitable that the Respondents reimburse the Applicant with the £22.00 fee, within 28-days of the date of this decision.

### **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.