



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

<b>Case reference</b>	<b>:</b>	<b>CAM/22UF/PHC/2025/0012</b>
<b>Property</b>	<b>:</b>	<b>117 Temple Grove Bakers Lane West Hanningfield Chelmsford CM2 8LQ</b>
<b>Applicant</b>	<b>:</b>	<b>The Berkeley Leisure Group Limited</b>
<b>Representative</b>	<b>:</b>	<b>Mr David Blake</b>
<b>Respondent</b>	<b>:</b>	<b>Mr Michael Springate</b>
<b>Representative</b>	<b>:</b>	<b>In person</b>
<b>Type of application</b>	<b>:</b>	<b>Application under Section 4 of the Mobile Homes Act 1983 – Determination of any question arising</b>
<b>Tribunal member(s)</b>	<b>:</b>	<b>Mrs E Flint FRICS Dr J Wilcox FRICS</b>
<b>Date &amp; Venue of hearing</b>	<b>:</b>	<b>24 November 2025 Chelmsford Justice Centre Priory New London Road Chelmsford CM2 OPP</b>
<b>Date of decision</b>	<b>:</b>	<b>28 November 2025</b>

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**DECISION**

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The Tribunal determines that the Respondent is in breach of section 3(e) of the written statement and Rule 30 of the Park Rules.

**The Tribunal Directs that the Respondent will:**

- Within 1 week of the date of this determination contact Chelmsford City Council regarding advice and or help with remedying the breaches and provide the applicant with the date, time and contact

details of the staff member at Chelmsford City Council dealing with the case.

- If no response has been received from the council within 1 week, within 2 weeks provide details of any contact made with the Citizen's Advice Bureau.
- investigate the cause of the internal leak and arrange a repair by 22 December 2025
- By 16 January 2026 provide the Applicant with a costed specification of works to remedy the breach and
- By 1 March 2026 carry out the necessary repairs

## **Background**

1. The Applicant seeks a determination on a question arising as to whether the Respondent is in breach of the Written Statement under the Mobile Homes Act 1983 Part IV of the Express Terms of the Agreement and in particular section 3 e by not:

“Keeping the mobile home in a sound state of repair and condition;  
And not keeping the exterior clean and tidy and without limitation to the aforesaid not ensuring that all electrical, water, gas and boiler appliances and the installation thereof comply with all statutory and other requirements governing the same”

Whether the Respondent is in breach of Park Rule 30 which requires Homeowners to maintain the outside of their park home in a clean and tidy condition.

2. Directions were issued on 28 July 2025 setting out a timetable for the exchange of cases leading to the hearing on 24 November 2025. The applicant provided a hearing bundle of 106 pages.

### **The law**

3. The relevant law is set out below:

**Mobile Homes Act 1983** as amended

**Section 2(1):** In any agreement to which this Act applies there shall be implied the terms set out in Part 1 Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement.

## **Section 4**

- (1) In relation to a protected site in England, 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 subsections (2) to (6).

## **Housing Act 2004**

### **Section 231A**

- (1) The First-Tier Tribunal ... exercising any jurisdiction conferred by or under ... the Mobile Homes Act 1983 ... has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2)
- (2) A tribunal's general power is a power to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue in connection with them.

These include S231A(4)c directions requiring cleaning, repairs, restoration, repositioning or other works to be carried out in connection with a mobile home .... In such manner as may be specified in the directions.

### **Implied Terms Chapter 2 of Part 1 of Schedule 1 to Mobile Homes act 1983**

It is implied by Paragraph 4 that "The owner shall be entitled to terminate the agreement forthwith if, on the application of the owner, the appropriate Judicial body

- (a) Is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
- (b) considers it reasonable for the agreement to be terminated.

## **The Inspection**

4. The Tribunal inspected the exterior of the mobile home accompanied by Mr Blake and with the consent of Mr Springate prior to the hearing. Plot 117 is situated almost opposite the office on a small plot, side end on to the road.
5. The overall appearance is of a mobile home in need of urgent attention. The panels on each of the long sides have delaminated, there was cracking and bulging and evidence of water damage to the panels. An internal leak

probably from within the kitchen has caused further damage to the left hand panel below the kitchen window, resulting in a large hole in the panel. The panels on the right hand side have delaminated and bowed, resulting in the window resting at an angle. The disrepair will allow water ingress into the mobile home. A fascia strip had fallen off and was lying on the ground. The home will require external decoration once it has been repaired.

### **The hearing**

6. Mr Blake referred to his evidence in the bundle. He had been writing to the Respondent since 7 May 2024 regarding the condition of the mobile home. He advised the respondent to contact the local authority as he was aware that Chelmsford City Council offer grants towards cladding and repairs to park homes. It was noted that without the necessary maintenance the interior may also deteriorate.
7. A reminder was sent on 11 July 2024 as the Respondent had not acknowledged receipt of the initial letter. He was advised that the Applicant intended to carry out a pitch assessment on 29<sup>th</sup> July and given 28 days to show that maintenance was being carried out.
8. As Mr Blake was aware of the assistance available via the local authority he contacted the Homeless Prevention Team to enquire whether they were able to assist. However, due to the condition of the mobile home the team were not able to help.
9. A follow up letter was sent on 17 September 2024 advising that if the repairs were not dealt with the Applicant would issue a Notice of Breach and approach the tribunal for a resolution.
10. On 22 October 2024 the Respondent acknowledged he letter, stating that he had been in touch with the local authority and was waiting for a response. As there was no Park Home Refurbishment Form from the council Mr Blake contacted the council directly. The council could not trace any record of the Respondent contacting them.
11. On 11 December 2024 the Applicant wrote to the Respondent regarding the outstanding repairs and provided contact details for the Citizens' Advice Bureau (CAB). The respondent responded that the council were unable to assist at the immediate time.
12. On 20 January 2025 a Letter Before Action was issued. The respondent did not acknowledge receipt nor respond in any way.

13. A Notice of Breach was issued on 3 March 2025 giving the Respondent 28 days to resolve the condition of the park home. The breaches were listed as follows:
- The exterior panels on the home are delaminating allowing water ingress these will need to be replaced or repaired if practical and economical to do so.
  - Cleaning and repainting the exterior of the home in accordance with Park rules.
  - Clean the exterior of the home, including windows and frames and gable end guttering to remove visible dirt and algae.
  - The window area is reset if practical and economical to do so or is replaced.
  - There is a requirement for immediate repairs to the large hole which has been caused by the recent leak from the internal area of the park home.
14. Again, there was no response.
15. During a visit to the Park with the Lead Housing Standards Officer from Chelmsford City Council, the Applicant asked the officer to assess the home. He responded that it was unlikely a Healthy Homes loan would be granted as the home appeared to require major works. Mr Blake explained that there is a budget limit per mobile home under this scheme.
16. The applicant advised the Respondent of available potential support or assistance from the outset. However, as the respondent has not addressed the issues the park home has continued to deteriorate further and it has not been possible, without recourse to the Tribunal to resolve the breaches.
17. Mr Blake said that the Applicant does not wish to make Mr Springate homeless. He is a good resident of the Park. Moreover, the Applicant is concerned that the health of Mr Springate will be affected if the breaches are not remedied.
18. Mr Blake asked the Tribunal to direct Mr Springate to make contact with the council and if appropriate the CAB regarding his situation and to keep the Applicant informed of the name of the officer dealing with the case. He was content for Mr Springate to tell the Park Manager if he found writing difficult. He confirmed that he would not be looking for any costs for this application.
19. Mr Springate said that he realised he should have responded earlier but he found it hard to cope with paperwork and tended to bury his head in the sand. He had responded to the Applicant twice stating that he was trying to get help but had been unsuccessful.

20. He had no idea how long it would take to complete the repairs. He was concerned that he might soon be unemployed. He is a gardener and currently looking for another job. He would see if he could have the internal leak repaired, he thought it might need something tightening up under the kitchen sink.
21. He does not find the home cold.
22. He gave an undertaking to go to the council immediately after the hearing to ask if there was any way in which he could obtain help with the cost of the repairs. He would also contact CAB for advice.

### **Reasons**

23. Mr Springate has accepted that his park home is in need of repair and that he has allowed the situation to drag on without addressing the issues.
24. It was obvious from the inspection and the photographs in the bundle from March 2025 onwards that the condition of the park home has deteriorated over the ensuing period. It seems probable that unless repairs are completed in the near future repairs will no longer be feasible. In particular the internal leak must be investigated within 7 days and remedied within 21 days of this decision to prevent further serious damage to the external panel.

### **Determination**

25. The Tribunal makes no order for costs. The Applicant confirmed that they would not be seeking costs in this case.
26. Rule 30 of the Park Rules states:  
*Homeowners must maintain the outside of their park home in a clean and tidy condition, and*

By Part IV of the Express Terms of the Agreement paragraph 3e the occupier is required:

*To keep the mobile home in a sound state of repair and condition .....  
PROVIDED ALWAYS that if the occupier fails to comply with such terms of this clause then the owner may give 28 days notice in writing requiring the occupier to comply with this clause within such period then upon the expiry thereof the owner may enter upon the pitch and carry out such works as may be necessary and the cost of all such work shall be payable by the occupier forthwith.*

27. The Tribunal is satisfied that both the Park Rules and The Express Terms have been breached and therefore makes the following Directions:

- Within 1 week of the date of this determination the Respondent will contact Chelmsford City Council regarding advice and or help with remedying the breaches and provide the applicant with the date, time and contact details of the staff member at Chelmsford City Council dealing with the case.
- If no response has been received from the council within 1 week, within 2 weeks provide details of any contact made with the Citizen's Advice Bureau.
- investigate the cause of the internal leak and arrange repair within 21 days of this decision.
- By 16 January 2026 provide the Applicant with a costed specification of works to remedy the breach and
- By 1 March 2026 carry out the necessary repairs

E Flint FRICS

28 November 2025

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

