



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

Case reference : HAV/00HE/PHI/2025/0748

Property : 2 Beech Tree Rise, Deers Court, Horton Road,  
Three Legged Cross, Wimbourne BH21 6FN

Applicant : AR(Deers) Limited

Representative : Ms Sharon Reach

Respondent : Mr & Mrs Wynne

Representative : None

Type of application : Review of Pitch Fee: Mobile Homes Act 1983  
(as amended)

Tribunal members : R Waterhouse FRICS  
M J F Donaldson FRICS  
P Smith FRICS

Date of decision : 8 December 2025

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**DECISION**

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## **Summary of Decision**

### **1. The Tribunal determines that the pitch fee for:**

**2 Beech Tree Rise, Deers Court at £321.86 from 1 January 2025.**

## **Reasons**

### **Background and Procedural History**

2. On 28 November 2024 the Applicant site owner applied for a determination of revised pitch fee payable by the Respondents with effect from 1<sup>st</sup> January 2025.
3. In respect of the home, it was proposed that the fee increase by 2.3%, this being the annual increase in the Consumer Prices Index (“CPI”) for October 2024.
4. Deers Court (“the Park”) is a protected site within the meaning of the Mobile Homes Act 1983 (“the 1983 Act”). The definition of a protected site 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.
5. The Respondents are the occupier of a pitch (“pitch occupier”) on which a park home owned by them are situated. The Respondents are entitled to station their park home on a pitch within the park by virtue of an agreement under the 1983 Act, which includes the statutory implied terms referred to below.
6. A Pitch Fee Review Notice with the prescribed form proposing a new pitch fee was served on the Respondents dated 28 November 2024 proposing to increase the pitch fee by an amount which the Applicant says represents an adjustment in line with the Consumer Price Index (“CPI”). The Respondents did not dispute the calculation of the new pitch fee.
7. The review date in the agreement is 1<sup>st</sup> January in each year. No recoverable costs or relevant deductions were applied.
8. The Respondents did not agree to the increase and the case was referred to the First-Tier Tribunal Property Chamber (Residential Property) (“FTT”).
9. The Tribunal issued Directions on 11 July 2025 setting out the dates for compliance by the parties preparatory to a determination on the

papers. The Tribunal received an objection, and the case was listed for hearing.

10. A hearing took place remotely on 28 October 2025. The Applicant provided a bundle which ran to 74 pages. Ms Reach appeared for the Applicant and Mr Wynne appeared on behalf of both Respondents.

### **The Relevant Law**

11. 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.

12. 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.

13. 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.]

14. 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”.

15. 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”

16. 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

.....

17. 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.”

18. 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.

19. 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 subparagraph (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.

20. 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.

21. 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.”

22. 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.

23. 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.

24. 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.

.....”

25. “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.

26. 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.

27. 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.”

28. 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.

29. 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.

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

### **Site Inspection**

31. The Tribunal was not invited to inspect the site, nor did the Tribunal consider it proportionate to do so.

### **Valuation principle/process, consideration and determination**

32. The Tribunal is conscious that there is no prescribed valuation process that sets a pattern that the Tribunal could or can follow in reaching its decision.
33. There is no 'open market' for the Tribunal to compare pitch fees. The only evidence is that the pitch fee for the plot had originally been agreed by the parties when they had first moved to the site and has been increased over the years by agreement or by referring the matter to a Tribunal. Effectively the only 'evidence' is the pitch fee for the previous year.
34. In assessing the Pitch fee, the Tribunal must use its judgment as to what a reasonable increase would be in the given circumstances.
35. Accordingly, the Tribunal takes as its starting point the pitch fee for the previous year which, failing any referral to a Tribunal, had been agreed between the parties.

### **Evidence and submissions**

#### **Respondents' Submission**

36. The pitch owner had a particular concern with first, that at the time of purchasing the home in 2022 the site was advertised on the basis that there would be a coffee lounge, gymnasium and swimming pool that so far none have been provided other than a converted home used as for social events. Second, the fees are above the average in the area. The Respondents' submitting the average in the area was £209.20 from a list submitted to the Tribunal.

#### **Application Submission**

37. Ms Reach said there had been no coffee lounge, gymnasium, or swimming pool on the site. Given they had not been present their continued absence could it was asserted not amount to a loss of amenity of the site since the previous review. The Applicant also submitted the level of pitch fees had no impact on the question of pitch fee increase for the subject pitch.

#### **Tribunal's findings**

38. The Tribunal accepted that the coffee lounge, gymnasium or swimming pool had never existed on the site.
39. The Tribunal cannot include other pitch fees within its determination of the pitch fee for the subject property.

#### **Tribunal's Decision**

40. The Tribunal considered all the issues raised and determined that there had not been a deterioration in the condition or decrease in amenity of the Site or a reduction in services supplied to the pitch or mobile home, or any deterioration in the quality of those services under paragraph 18(1) which prevented the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983 arising or a weighty factor which rebutted the presumption.
41. The Tribunal determined that an increase in line with inflation was reasonable and that this should be in accordance with the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983. Therefore, the Tribunal confirms the proposed new pitch fee for:

## **2 Beech Tree Rise, Deers Court.**

**To be £321.86 per month to take effect to replace £314.62 per month which was reviewed on 1 January 2025 giving an increase of £7.24 per month calculated from a CPI increase of 2.3%**

### **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).