



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

Case reference : HAV/24UJ/PHI/2025/0765-0767

Property : 66 Solent Grange and 42 Solent Grange, New Lane, Milford on Sea, Lymington, SO41 0UQ

Applicant : AR (Solent Grange) Ltd

Representative : Ms Sharon Reach

Respondent : Mr Stokes and Mrs Dawson

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

DECISION

Summary of Decision

1. The Tribunal determines that the pitch fee for:

66 Solent Grange was £314.67 per month with effect from 1 January 2025.

42 Solent Grange was £233.65 per month with effect from 1 January 2025

Reasons

Background and Procedural History

2. On 27 March 2024 the Applicant site owner applied for a determination of revised pitch fee payable by the Respondents with effect from 1st January 2025.
3. In respect of the pitch fee 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. Solent Grange (“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 occupiers of pitches (“pitch occupier”) on which their park homes owned by them are situated. The Respondents are entitled to station their park homes 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. Pitch Fee Review Notices 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 1st 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 151 pages. Ms Reach appeared for the Applicant and Mrs Dawson as one Respondent, Mr Stokes the second Respondent did not attend.
11. Mr Stokes of number 66 sent to the Tribunal an email dated 28 October 2025 at 08:35am, that was received outside the provisions of the Directions. The email first stated that Mr Stokes was unable to attend the Tribunal, and it included additional information.
12. The Tribunal first had recourse to the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, rule 34 concerning whether to proceed in the absence of a party. The Tribunal conferred and determined that it was in the interests of justice to proceed.
13. In respect to the information provided to the Tribunal in the email of 28 October at 08:35am, the Tribunal adjourned for a short period for Ms Reach to receive the email and consider it. Ms Reach did not object to the inclusion of the evidence.

The relevant Law

14. 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.
15. 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.
16. 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.]

17. 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”.

18. 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”

19. 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

.....

20. 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.”

21. 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.

22. 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.

23. 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.

24. 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.”

25. 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.

26. 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.

27. 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.

.....”

28. “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.

29. 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.

30. 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.”

31. 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.

32. 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.

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

Site Inspection

34. 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

35. The FTT is conscious that there is no prescribed valuation process that sets a pattern that the Tribunal could or can follow in reaching its decision.
36. 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.
37. In assessing the Pitch fee, the Tribunal must use its judgment as to what a reasonable increase would be in the given circumstances.
38. 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

Issues of Mr Stokes number 66

Respondent Submission

39. The Respondent Mr Stokes expressed a number of concerns in his submission of 28 October 2025. The Respondent asserted that (i) different residents are paying different fees per month, (ii) some residents have their fees fixed for life, (iii) that residents fees should be publicly available, (iv) as more homes are added the maintenance fees should lessen, and finally that the Park Owner has been charging the incorrect amount for gas rates.

Application Submission

40. Ms Reach for the Applicant responded. First, that different people pay different pitch fees depending on what was agreed at the point of their arrival, no residents have their fees fixed for life all are subject to inflation increase, there is no requirement to make fees public, the fee is dependent on CPI increase not the general level of maintenance. Ms Reach noted that in respect of utility prices, she acknowledged that there had been a problem with the Park Owner correctly charging. The rectification of which had led to the need to increase bills. The increased bills had not been backdated and that phased increases had been made available. The Applicant asserted that none of these issues were in the jurisdiction of the Tribunal.

Tribunal's findings in respect of number 66

- 41. The Tribunal accepts the position of the Applicant in respect of the differing fees. This also falls outside the jurisdiction of the Tribunal.
- 42. The Tribunal accepts the Applicants position that there are no fixed fees for life. This also falls outside the jurisdiction of the Tribunal.
- 43. The Tribunal notes that the making available publicly of individual pitch owners fees is outside the jurisdiction of the Tribunal.
- 44. The Tribunal accepts that issues regarding the charging of utilities may have occurred but has been rectified and that this is outside the jurisdiction of the tribunal.

Tribunal's Decision

- 45. 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.
- 46. 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:

66 Solent Grange

To be £314.67 per month to take effect to replace £307.60 per month which was reviewed on 1 January 2025 giving an increase of £7.07 per month calculated from a CPI increase of 2.3%

Issues of Mrs Dawson number 22

Respondent Submission

47. Mrs Dawson expressed a number of concerns that led to the position that any increase in Pitch fee was unjust. First, that the site had no gates or entrance pillars since the entrance pillars were removed in 2020. Second, that the site has, since moving in in 2019, remained an active development site. Third, a number of Home break-ins occurred in November 2024 the lack of security being a contributing factor. Fourth, there has been a change in the outdoor lighting. Fifth that different residents pay different fees.

Applicant Submission

48. Ms Reach addressed these issues in her submission; there have been no gates ever and no pillars since 2020, so no deterioration of the site has occurred during the review period. She acknowledged the site was actively being developed with various fenced off areas. The works to provide new homes had paused temporarily in later 2023 when the previous site owner went into administration but had recommenced with the new owner in 2024. The Applicant acknowledged there had been some security issues and that the Park Owner had erected a fence in response. The Applicant contended the outdoor lighting was a matter for residents, and that the fees may vary but these are set initially when an owner moves in and does not have a material impact of whether a pitch fee should increase by CPI or not.

Tribunal's findings

49. First, there have been no gates or pillars in place since 2020. The Respondent did not contest the Applicant's position. The Tribunal finds that there has been no change on the site with respect to the gates and pillars in the time since the previous pitch review. The tribunal accepts this.
50. The second, the Respondent contended that the site had been active since they moved into the site in 2019. The Applicant noted that there had been a pause in development from a point in 2023 to a point in 2024. The Respondent did not contend for the Applicant's position. The Tribunal finds therefore that the Park has had development either on-going or paused within the site since 2019.

Tribunal's Decision

51. 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.
52. 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:

42 Solent Grange

To be £233.65 per month to take effect to replace £228.40 per month which was reviewed on 1 January 2025 giving an increase of £5.25 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).