



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

- Case references** : HAV/23UC/PHI/2025/0785
HAV/23UC/PHI/2025/0787
HAV/23UC/PHI/2025/0788
HAV/23UC/PHI/2025/0790
- Properties** : 3 Canons Drive, 5 Ferrers Way,
7 Manor Avenue and 29 Russet Avenue,
St John's Priory Park,
Faringdon Road, Lechlade,
Gloucestershire, GL7 3EZ
- Applicant** : Turners Britannia Parks Limited
- Representative** : Mr R Povey
Sales Ledger Manager
- Respondents** : Ms P A Dobson (Deceased) (3 Canons Drive)
Mr I S Soltesz (Deceased) (5 Ferrers Way)
Mrs T M Saunders (7 Manor Avenue)
Mrs C J Ferris (29 Russet Avenue)
- Representative** : The Executors of Ms P A Dobson (3 Canons Drive)
The Executors of Mr I S Soltesz (5 Ferrers Way)
- Type of Application** : Applications for determination of pitch fees
under the Mobile Homes Act 1983 (as amended)
- Tribunal Member** : Mr J G G Wilson MRICS FCI Arb
- Determinations on Papers** : 19 December 2025
- Date of Decisions** : 31 December 2025

DECISIONS

Decisions of the Tribunal

The Tribunal has determined the Pitch Fees for each property, as follows:

3 Canons Drive, St John's Priory Park, Faringdon Road, Lechlade, Gloucestershire, GL7 3HP is to increase from £206.99 per month to £213.20 per month from 1 April 2025.

5 Ferrers Way, St John's Priory Park, Faringdon Road, Lechlade, Gloucestershire, GL7 3HW is to increase from £200.65 per month to £206.67 per month from 1 April 2025.

7 Manor Avenue, St John's Priory Park, Faringdon Road, Lechlade, Gloucestershire, GL7 3HN is to increase from £200.65 per month to £206.67 per month from 1 April 2025.

29 Russet Avenue, St John's Priory Park, Faringdon Road, Lechlade, Gloucestershire, GL7 3HS is to increase from £214.87 per month to £221.32 per month from 1 April 2025.

Introduction and background to the applications

1. The Applicant, the site owner, submitted their applications under paragraph 16(b) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended) ('the 1983 Act') for the determination of new levels of the pitch fees for four properties (3 Canons Drive, 5 Ferrers Way, 7 Manor Avenue and 29 Russet Avenue) at St John's Priory Park ('the site'), Faringdon Road, Lechlade, Gloucestershire, GL7 3EZ ('the properties'), to the Tribunal dated 26 June 2025.
2. In their applications, the Applicant confirms the pitch fee review dates for each of the properties are 1 April and the dates of the last reviews were 1 April 2024, which in turn were by agreement.
3. The Applicant seeks increases of each of the pitch fees for the properties from their current agreed sums from 1 April 2025 in line with the Consumer Price Index ('CPI') of 3.0% for the twelve months to January 2025 published by the Office of National Statistics in February 2025.
4. In its letters to each of the Respondents dated 20 February 2025, the Applicant enclosed the Pitch Fee Review Notices with their corresponding Pitch Fee Review Forms to accompany as prescribed under paragraph 25A(1) of the 1983 Act ('the Notice'), each also dated 20 February 2025.
5. The Notices propose increases from each of the current pitch fees per month (section 2) in line with the CPI increase of 3.0% (section 4(B) The CPI adjustment) and are to take effect from 1 April 2025 (section 3).
6. The Tribunal gave Directions dated 21 October 2025 for each of the properties ('the first Directions'). The Tribunal considered the applications suitable for determination on the papers only [paragraph 5]. The

applications and their supporting documents shall stand as the Applicant's statement of case [paragraph 12]. In addition, by 5 November 2025 the Applicant was to have provided the Respondents and the Tribunal with the evidence to support the CPI increase, if not already sent [paragraph 13].

7. The Respondents were to have given their Forms for Respondents and statements in reply with any attachments by 12 November 2025 [paragraph 14]. The Applicant was to have given their replies to the Respondents' cases by 26 November 2025 [paragraph 15].
8. The Forms for Respondents includes provisions for: (1) to object or otherwise to the application, (2) to attach or otherwise a statement, (3) to agree or otherwise that the Tribunal may decide the matter on the basis of written representations only (no hearing), and (4) to provide the name and address of any spokesperson or representative to be appointed for the Respondents.
9. The Tribunal did not receive any responses from the Respondents, to follow its first Directions. Accordingly, the Tribunal was obliged to review each of the applications and gave further Directions for the properties dated 5 December 2025 ('the second Directions'). In its second Directions the Tribunal confirmed that in each case neither party had requested an oral hearing [paragraph 6] and determined the applications still suitable to be dealt with on the papers given there were no challenges to the facts in each [paragraph 7]. The Tribunal concluded to say the applications are to be determined on the first available date after 19 December 2025 and the parties will be notified of the determinations accordingly [paragraph 8].
10. The Tribunal has been provided with a copy of the Site Licence for the land at Lechlade Court and the entitlement to the benefit of planning permission reference CT.0376 under Part III of the Town and Country Planning Act 1990. Both Lechlade Court and St Johns Park [sic] are protected sites within the meaning of the 1983 Act. Cotswold District Council granted a temporary site licence for the use of the land as a caravan site to Turners (Britannia Parks) Limited dated 4 September 2013, under section 3 of the Caravan Sites and Control of Development Act 1960, subject to conditions.
11. Further to the Respondents having neither given statements, nor the parties having given applications for the Tribunal to make external inspections, the Tribunal has determined neither inspections of the properties nor the site generally are necessary.

The Bundles of Documents ('the Bundles')

12. There are four Bundles before the Tribunal which include documents, with their corresponding facts, common to all. In addition, within each bundle there are documents specific to that property only. In the first instance the Tribunal summarises the facts in each application common to all. Thereafter the documents specific to each property are outlined.

Documents, with their corresponding facts, common to all

13. Briefly, as follows: (1) the Applicant – Turners Britannia Parks Limited, (2) the site and the site licence – St John’s Priory Park, (2) the application dates – 26 June 2025, (3) the pitch fee review dates – 1 April, annually, (4) the dates of the last pitch fee reviews – 1 April 2024, (5) Changes since last review – none, (6) Other changes – none, (7) paper determination – yes, (8) pitch fee review notice and corresponding pitch fee review form – dated 20 February 2025, (9) Consumer price inflation, UK: January 2025, CPI adjustment – 3.0%, (10) (C) Recoverable costs - £0 per month, (11) (D) Relevant deductions – N/A, (12) the first and second Directions, and (13) an Agreement Form to the proposed pitch fee increase for the year commencing 1 April 2025 to be signed and dated and returned to the Applicant.

Documents specific to each property

For these purposes the Tribunal limits its discussions to those matters required for it to make its decisions.

14. 3 Canons Drive: (1) agreement forms for the pitch fee increases for 2020 to 2024 inclusive, and (2) the Written Statement under the Mobile Homes Act 1983 (‘the 1983 Act’) between Mr B Pratt and Mrs J Pratt of 3 Canons Drive and St John’s Priory Parks Limited (the site owner) with a commencement date of 7 February 2006 and dated 28 March 2007. At clause 5(a) of Part IV, the owner undertakes to keep and maintain those parts of the park which are not the responsibility of the occupier hereunder or of other occupiers of other properties on the Park in a good state of repair and condition. At clause 8(a) the pitch fee review date is the ‘first day of April in each year’. At clause 13 of the Park Rules (which form part of the written statement), ‘...It is the owner’s responsibility to ensure that their insurance covers them whilst using their vehicle on the roads and car parks of the Park.’
15. 5 Ferrers Way: (1) agreement forms for the pitch fee increases for 2021 to 2024 inclusive, and (2) the Written Statement under the Mobile Homes Act 1983 (‘the 1983 Act’) between Mr S Soltesz and Mrs A Soltesz of 5 Ferrers Way and St John’s Priory Parks Limited (the site owner) dated 25 April 2006. At clause 9(a) of Part II is reference to the obligation on the site owner for the maintenance and repair of the protected site, in addition the site owner is required to maintain the facilities and services available to the pitch. At clause 8(a) the pitch fee review date is the ‘first day of April in each year’.
16. Ms Rebecca Peachey wrote to the Respondent in her letter dated 5 December 2024 to confirm that in light of the recent flooding at the site, the pitch fee is to be reduced by 50% for the month of December 2024. Ms Peachey goes on to say the park manager keeps her updated on the issues experienced ‘when the surrounding rivers burst their banks and how this impacts the park.’ Ms Peachey concludes to say ‘Surveys on the park infrastructure have been completed in order for our drainage and flooding consultant to make suggestions as to how we can minimise the effects of the floodwater.’
17. A subsequent letter headed ‘Resident Reference’ and dated 7 March 2025

from Ms Peachey, reaffirms the survey that has been carried out to establish the options available to deal with the flooding which occurs on the park during excessive rainfall. The survey is coupled with the first design to attempt to unravel the existing infrastructure to separate the foul and surface water pipework. Ms Peachey goes on to say, 'The location of the park, the inadequate flood defences provided by the authorities, proximity of the park to local flood plains/rivers coupled with the change in weather the UK is experiencing means surface water will always be an issue for us.' A maintenance programme for the surrounding ditches and the network on the park is in place. However, such is the inherent problem in the infrastructure, there are areas where surface water ingresses the foul water network. When such occurs pursuant to sudden and excessive rain, both sources of water converge and 'find their way out onto the park.' The solutions the Applicant have been presented with involve a programme of works to last circa two years, assuming no delays and unforeseen circumstances, which in turn comes with the caveat, this may not completely solve the problem of the foul water ingressing the surface water. The indicative starting price for these works is £2.0M. Whereas the hope is these works would separate the foul water element, such is the volume of water experienced on the site there is not the capacity locally for it to be discharged, hence there would continue to be flooding. Following a review of the findings of the survey, the decision has been taken not to instruct this scheme of works.

18. The letter goes on to say local tanker companies are on call to keep on top of the volume of water as much as possible, with the aim to prevent the surface water and the foul water mixing and rising. But it is accepted that on occasion foul water will escape. It is unavoidable. At such times, pitch fees for the month in which the flooding occurs will be refunded and should any clean-up necessary roll into a subsequent month, these would be refunded also. A full professional, environmental clean-up would also be instigated.
19. A third document headed 'Britannia Parks Decontamination Services' dated 6 December 2024 from VCNY for house name/numbers 4 and 5 sets out the remedial works carried out, which includes photographs of the same. The works at the pitch which have been carried out include sanitisation, foaming and thermal washing, as required.
20. 7 Manor Avenue: (1) agreement forms for the pitch fee increases for 2021 to 2024 inclusive, (2) the Written Statement under the Mobile Homes Act 1983 ('the 1983 Act') between Mr V R Saunders and Mrs T M Saunders of 7 Manor Avenue and St John's Priory Parks Limited (the site owner) with a commencement date of 15 April 1994 and dated 10 May 1994. At clause 5(a) of Part IV, the owner undertakes to keep and maintain those parts of the park which are not the responsibility of the occupier hereunder or of other occupiers of other properties on the Park in a good state of repair and condition. At clause 8(a) the pitch fee review date is the 'first day of April in each year', (3) a letter to Mrs Saunders dated 20 April 2022 in which it says '...The pitch fee is designed to cover the cost of maintaining the communal areas of the park, the roadways, drainage, sewage systems, electrical infrastructure etc.' (4) a letter from Mrs Saunders to the

Accounts Department dated 12 March 2025 in which Mrs Saunders confirms she does not agree to the proposed increase in pitch fee as the pipe works she believed to be carried out are now not going ahead, and (5) a letter in reply to Mrs Saunders' letter of 12 March 2025 from Ms Tracey Baptie (Resident Relations Manager) dated 24 March 2024 [sic] which confirms the letter outlined in paragraphs 17 and 18 above has been sent to all residents, inter alia.

21. The bundle for 7 Manor Avenue includes the letters dated 5 December 2024 and 7 March 2025 outlined in paragraphs 16, 17 and 18 above. Similarly, there is a copy of VCNYS report dated 6 December 2024 of the works carried out at 7 Manor Avenue which includes, as shown in the photographs, the lifting of the paving slabs.
22. 29 Russet Avenue: (1) agreement forms for the pitch fee increases for 2021, 2023 and 2024, (2) the Written Statement under the Mobile Homes Act 1983 ('the 1983 Act') between Mrs C Ferris of 29 Russet Avenue and St John's Priory Parks Limited (the site owner) with a commencement date of 9 July 2004 and dated 9 July 2004 also. At clause 5(a) of Part IV, the owner undertakes to keep and maintain those parts of the park which are not the responsibility of the occupier hereunder or of other occupiers of other properties on the Park in a good state of repair and condition. At clause 8(a) the pitch fee review date is the 'first day of April in each year', (3) a letter from Mrs Ferris to Mr Paul Day (Director) dated 12 March 2025 in which Mrs Ferris confirms she does not agree to the proposed increase in pitch fee due to the flooding of the park in November/December 2024, which in turn resulted in her car being written off. Mrs Ferris goes on to say she has been flooded four times in the fourteen years she has lived at the site, and (5) Ms Baptie's letter in reply dated 24 March 2025 to confirm the letter outlined in paragraphs 17 and 18 above would have been received by Mrs Ferris, inter alia.
23. The bundle for 29 Russet Avenue includes the letters dated 5 December 2024 and 7 March 2025 outlined in paragraphs 16, 17 and 18 above. Similarly, there is a copy of VCNYS report dated 6 December 2024 of the works carried out at 29 Russet Avenue which includes, as shown in the photographs, the application of a disinfectant.

The Law

24. The legal provisions governing the review of pitch fees are in paragraphs 16 to 20 and 25A of Chapter 2 to Schedule 1 of the Mobile Homes Act 1983 (as amended) and the Mobile Homes (Pitch Review) (Prescribed Form) (England) Regulations 2013.
25. In summary, the 1983 Act states that a pitch fee can only be changed in accordance with paragraph 17 of the Act either by agreement with the occupier, or if the Tribunal considers it reasonable to change the pitch fee and makes an order determining the amount of the new pitch fee (paragraph 16).
26. The pitch fee can only be reviewed annually and the rules for the review are set out in paragraph 17. This includes time limits for service of a new

pitch fee notice, any associated application to the Tribunal, requirements of prescribed information to be served with the pitch fee notice, and rules regarding the timing of the new pitch fee becoming payable by the occupier, either having been agreed to, or subsequent to an Order having been made by the Tribunal.

27. At paragraph 18(1) are the factors to which ‘particular regard’ must be had when determining the new pitch fee. In summary, these include sums spent on improvements to the site about which the occupiers had been consulted and a majority had agreed to (paragraph 18(1)(a)), any deterioration in the condition or decrease in the amenity of the site (or any adjoining land which is occupied or controlled by the owner) (paragraph 18(1)(aa)) and any reduction in the service (or quality of services) that the owner supplies to the site, pitch or mobile home (paragraph 18(1)(ab)).
28. Paragraph 20(1) sets out the presumption that the pitch fee will increase or decrease by a percentage which is no more than the percentage change in the Consumer Price Index (“CPI”) unless it would be unreasonable having regard to the matters set out in paragraph 18(1).
29. Whereas none of the parties have cited any case precedent in the applications, the Tribunal has taken the following into consideration.
30. In *Britaniacrest Limited v E W Bamborough and Another* [2016] UKUT 0144 (LC) (to be referred to as ‘*Britaniacrest*’), the Upper Tribunal say ‘The fundamental point to be noted is that an increase or decrease by reference to RPI is only a presumption; it is neither an entitlement nor a maximum, and in some cases it will only be a starting point of the determination...’ (paragraph 31).
31. In *Wyldecrest Parks (Management) Limited v Mr and Mrs P Kenyon (and Others)* [2017] UKUT 0028 (LC) (to be referred to as ‘*Wyldecrest*’), the Upper Tribunal summarises the effect of the implied terms for pitch fee review in the following propositions:
 - (1) The direction in paragraph 16(b) that in the absence of agreement the pitch fee may be changed only “if the appropriate judicial body...considers it reasonable” for there to be a change is more than just a pre-condition; it imports a standard of reasonableness, to be applied in the context of the other statutory provisions, which should guide the tribunal when it is asked to determine the amount of a new pitch fee.
 - (2) In every case “particular regard” must be had to the factors in paragraph 18(1), but these are not the only factors which may influence the amount by which it is reasonable for a pitch fee to change.
 - (3) No weight may be given in any case to the factors identified in paragraphs 18(1A) and 19.
 - (4) With those mandatory considerations well in mind the starting point is then the presumption in paragraph 20(A1) of an annual increase or reduction by no more than the change in RPI. This is a strong

presumption, but it is neither an entitlement, nor a maximum.

- (5) The effect of the presumption is that an increase (or decrease) “no more than” the change in RPI will be justified, unless one of the factors mentioned in paragraph 18(1) makes that limit unreasonable, in which case the presumption will not apply.
 - (6) Even if none of the factors in paragraph 18(1) applies, some other important factor may nevertheless rebut the presumption and make it reasonable that a pitch fee should increase by a greater amount than the change in RPI.
32. In *Mrs T Vyse v Wyldecrest Parks (Management) Limited* [2017] UKUT 0024 (LC) (to be referred to as ‘*Vyse*’), the Upper Tribunal gives further guidance on the execution of the statutory scheme.
- (1) When considering a change in pitch fee the tribunal is not bound to apply the RPI because the presumption does not apply if “this would be unreasonable having regard to paragraph 18(1)”, paragraph 20(A1) (paragraph 43).
 - (2) The factors which may displace the presumption are not limited to those set out in paragraph 18(1) but may include other factors (paragraph 45).
 - (3) The issue of reasonableness is not at large. It is not open to the tribunal simply to decide what it considers a reasonable pitch fee to be in all the circumstances. Reasonableness has to be determined in the context of the other statutory provisions (paragraph 47).
 - (4) If there is no matter to which any of paragraph 18(1) in terms applies, then the presumption arises and it is necessary to consider whether any ‘other factor’ displaces it. By definition, this must be a factor to which considerable weight attaches (paragraph 50).
33. Four appeals from the FTT to the Upper Tribunal in *Southern Country Parks Limited v Mrs E Bird (and Others)* [2025] UKUT 00018 (LC) (to be referred to as ‘*Southern*’) concerned a site where there was intermittent flooding and that flooding affected some pitches, not all. The four issues, with the Upper Tribunal’s corresponding determinations, are summarised as follows
- (1) Must a deterioration or decrease in amenity affect the whole or most of the site before the presumption of an RPI increase will be displaced? The Upper Tribunal determined no and say “The FTT was therefore entitled in this case to find that there had been a relevant decrease in amenity for specific plots and to rely on that decrease as displacing the presumption of an RPI increase (paragraph 23).”
 - (2) Must a decrease or deterioration be permanent to displace the presumption? The Upper Tribunal also determined no and say “...there is no threshold of permanence, frequency or intensity which must be met before a deterioration or decrease can in principle be taken into

account (paragraph 24).”

(3) Did the FTT ask itself the right question before deciding there should be no increase or only a restricted increase? The FTT had determined the presumption of an RPI increase had been displaced. Having done so, the Upper Tribunal say “...That question is: what increase in the pitch fee for each individual pitch would be reasonable at this review date? When the presumption applies it will provide the answer; but when the presumption has been displaced the answer must be arrived at by the FTT undertaking an assessment which takes account of all relevant considerations (paragraph 25).”

(4) Did the FTT take into account irrelevant considerations? On the facts of the case it was put to the Upper Tribunal that the FTT was not entitled to refer to features it had observed at its inspection (the presence of sandbags) and an obligation in the site licence to provide adequate drainage. The Upper Tribunal determined the FTT could refer to such matters and it would be good practice to ask for the parties’ comments if the same were considered to carry such weight as to have a material effect on the valuation.

34. In *Arkley Estates Limited v Ms K Madigan (and Others)* [2024] UKUT 375 (LC) (to be referred to as ‘*Arkley*’), the Upper Tribunal gives guidance on two procedural matters, in outline as follows.

(1) Where a pitch fee review application is unopposed, is the FTT obliged to award an RPI/CPI increase? In short, the Upper Tribunal determined it is not obliged to do so.

(2) Was the FTT entitled to have regard to evidence and submissions presented by residents who had participated in the proceedings when it determined the respondents’ applications concerning pitches whose occupiers have not participated in the proceedings? Similarly, in short, the Upper Tribunal was entitled to do so.

The Tribunal’s Discussion and Decisions

35. The Tribunal has read the papers in full and has considered the totality of the evidence but limits its discussions to the points relevant for it to reach its Decisions.

36. The Tribunal notes whereas two of the Respondents have been in communication with the site owner pursuant to their notices of pitch fee increase being received, none of the Respondents have taken part in the proceedings with respect to the Applications, nor given their Forms for Respondents, nor given their cases to comply with the first Directions.

37. The Tribunal has viewed the site on Google Maps and Street View. The site is located to the north of the river Thames, close to its confluence with the river Leach. The A417 Lechlade Road forms the site’s western boundary. Within the site, Canons Drive and Manor Avenue are situated in the south-central part; Ferrers Way is situated in the south-east corner; and Russet

Avenue forms part of the eastern boundary.

38. The Applicant served the Pitch Fee Review Notices with their associated Pitch Fee Review Forms on the Respondents each dated 20 February 2025. Accordingly, the Notices gave the Respondents at least 28 clear days before the pitch fee review dates, to comply with the provisions of paragraphs 17(1) and 17(2) of the 1983 Act.
39. There is no evidence before this Tribunal that the Pitch Fee Review Forms which accompany the Pitch Fee Review Notices do not comply with the requirements of paragraphs 17(2A) and 25A. Accordingly the Notices with their corresponding Forms are deemed to be valid.
40. At section 4, calculation of the proposed new pitch fee, of the Form, (C) recoverable costs and (D) relevant deductions are both '£0.00'.
41. The applications are dated 26 June 2025, thereby within the three months' time limit, paragraph 17(5). The applications include the details of the Respondents and confirmation the notices of the proposed new pitch fees were served on the occupiers on 20 February 2025.
42. At paragraph 4 of the applications, Review Details, under both 'Changes since last review' and 'Other changes', the Applicant has ticked 'No' to all the questions. Accordingly, the Applicant's position is that there are no further factors to be taken into consideration to determine the amount of the new pitch fees.

The Tribunal's Findings and Determinations

43. These are paper determinations for which the Applicant has confirmed there has been no deterioration in the condition and/or decrease in the amenity of the site, in so far as regard has not been had to that deterioration or decrease on a previous pitch fee determination. The Tribunal notes that such are the provisions of the statutory pitch fee review regime, any factor resulting in a deterioration in the condition and/or any decrease in the amenity of the site that had been taken into consideration in a previous determination to displace the presumption of the CPI increase is to apply until such time it may be reversed. To apply the same again would be to double count.
44. These are determinations on the papers only. The Tribunal has reached its decisions on the evidence in the bundles, having viewed the perimeter of the site on Street View, established the site plan on Google maps, and applied the statute with its associated case precedent.
45. As the Respondents have not agreed to the increases, the first consideration for the Tribunal is whether it is reasonable for the pitch fees to be changed (paragraph 16(b)). The Tribunal is satisfied that it was reasonable for the pitch fees to be changed. The Tribunal has been provided with the Office for National Statistics, Statistical bulletin on Consumer price inflation, UK: January 2025, published on 19 February 2025, in which the CPI rose by 3.0% in the 12 months to January 2025.

46. The second consideration for the Tribunal is having had particular regard to the factors in paragraph 18(1), is it still reasonable for the pitch fee to be changed, or has the presumption of the CPI increase been displaced, and if so, by how much?
47. Such is the site's proximity to the river Thames, the river Leach, their associated tributaries and local flood plains, there is an inherent risk of flooding. Each of the initial pitch fees of the properties would have reflected this. The question to be addressed by the Tribunal is whether with the passage of time, has there been a decrease in the amenity at the site? Mrs Ferris has confirmed she has been flooded four times in the fourteen years she has been at the site. From this, it can be deduced the flooding at the site is intermittent.
48. Ms Peachey's letter dated 5 December 2024 to Mr Soltesz (5 Ferrers Way) confirms the Applicant is all too aware of the problems associated with the intermittent flooding and confirms the surveys commissioned on the park infrastructure have been completed and advice is awaited from their flooding consultant on actions to be taken to minimise the effects of the floodwater. The Tribunal has been provided with copies of the reports of the decontamination works carried out at three of the four pitches in these applications, each dated 6 December 2024. Mr Soltesz has had his pitch fee be reduced by 50% by the Applicant for the month of December 2024.
49. Ms Peachey's subsequent letter dated 7 March 2025 (sent to all residents at the site) confirms the Applicant has received its advice from their flooding consultant. One of the main problems which results from the excessive and intense rain fall is the mixing of foul water with the surface water. This in turn necessitates works of decontamination, once the flood water has receded.
50. In her letter dated 7 March 2025, Ms Peachey references briefly to the change in weather the UK is experiencing. It is generally accepted that climate change is a reality, not a myth. The results of which have led to the average annual temperature in UK rising and excessive and intense periods of rainfall, inter alia. The former results in a period of drought, the latter in intermittent flooding. The advice received by the Applicant from their flooding consultant includes that notwithstanding estimated expenditure on works at the site in excess of £2M, this would only alleviate part of the inherent risk to flooding. Accordingly, the decision has been taken by the Applicant not to implement these works. An action plan has been put in place to seek to minimise the risk of flooding and to mitigate its effects at the site.
51. The Applicant, having concluded not to implement the works to the drainage infrastructure to prevent the foul water escaping onto the park, goes on to confirm in Ms Peachey's letter dated 7 March 2025 in the event foul water does escape, the pitch fees for that month would be refunded. Ms Peachey goes on to add should any clean-up operation necessary roll into a subsequent month, these pitch fees would be refunded also.
52. Notwithstanding this, Mrs Ferris is quite clear in her letter to Mr Day dated 12 March 2025, '...enough is enough...', and will not agree to the

proposed pitch fee increase.

53. The Tribunal determines there has been a decrease in the amenity at the site, briefly evidenced as follows. Within each of the bundles are agreement forms to confirm the Applicant's proposed pitch fee increases in the immediate past years have been accepted by the Respondents. However, that is not the case in these four applications to the Tribunal. Mrs Ferris has said, '...enough is enough...', which suggests to the Tribunal and infers the effects of the intermittent flooding have worsened with the passage of time, most likely due to the increasing volume and intensity of rain fall resulting from climate change. Mrs Ferris has on the face of it reached a tipping point.
54. The November/December 2024 instance of flooding at the site, which resulted in foul water escaping, led to the Applicant to refund 50% of the December 2024 pitch fee. At that time the Applicant had commissioned surveys of the drainage infrastructure at the park to seek advice to minimise the adverse effects of flooding, which include the escape of foul water onto the site. The Applicant's offer to refund 50% of the December 2024 pitch fee, coupled with having commissioned surveys of the drainage infrastructure at the park add further weight to the argument, the amenity at the site has decreased.
55. Finally, the decision not to proceed with the scheme of works has been made, principally because the advice received is that whereas the foul water would hopefully be separated from the surface water, it would not alleviate the risk of flooding wholly, as there is not the capacity to discharge the water locally. An action plan has been put in place and in the event foul water escapes onto the park in the future that month's pitch fee would be refunded to the occupier. Moreover, if any clean-up operation necessary was to go into a subsequent month, that month's pitch fee would be refunded also.
56. When taken in the round, the Tribunal has determined there has been a decrease in the amenity at the site due to the increase in adverse effects of the flooding with the passage of time.
57. There is no evidence before this Tribunal that any one pitch is adversely affected more than another. Similarly, from Ms Baptie's letter outlined in paragraph 20 above, Ms Peachey's letter dated 7 March 2025 was sent to all residents (occupiers) at the site. Accordingly, the Tribunal's determination of the decrease in amenity at the site, applies to each pitch (all occupiers) in equal measure.
58. As to any other factors to be taken into consideration under paragraph 18(1) the Tribunal has concluded there are none. These are determinations on the papers. The Applicant has confirmed in each application there are neither changes since the last review, nor other changes for the Tribunal to consider. None of the Respondents have given their forms with associated statements to follow the first Directions. The Tribunal is satisfied it has considered all the evidence before it to address the second consideration.
59. Having determined there has been a decrease in amenity at the site, so it is

unreasonable for the pitch fees to be changed such that the presumption of the CPI increase has been displaced, the Tribunal is required to assess what that decrease in amenity at the site is in valuation terms?

60. The Respondents have agreed their previous years' proposed increases in pitch fees by negotiation, as evidenced by the Agreement Forms provided. The flooding at the site in November/December 2024, which included foul water escaping onto the site, has proven to be the tipping point for Mrs Ferris. The 1983 Act gives neither a statutory basis of valuation nor any guidance as to how to determine an increase/decrease in pitch fee. The Respondents in these applications have not agreed to the proposed pitch fees for April 2025, having agreed to others in previous years. Having applied the test(s) of reasonableness given by the Upper Tribunal in *Wyldecrest* and *Vyse* the Tribunal assesses the value in the decrease in amenity at the site to equal 3.0% of the Respondents' April 2024 pitch fee review sums.
61. The third consideration for the Tribunal following *Vyse* is whether there is any other factor beyond those to which paragraph 18(1) in terms applies? And, if so, this must be a factor to which considerable weight attaches.
62. In statutory valuations of residential property, when adopting the comparable method of valuation, the factors to be taken into consideration for any adjustment are categorised as either non-physical or physical. An example of a non-physical factor is 'time'. That is to make an adjustment for the timing of any sale or letting of the comparable property to the valuation date for the subject property. Typically, an appropriate sales or lettings index would be applied. In the context of the 1983 Act to apply the CPI is an example of an adjustment of a non-physical factor.
63. Examples of a physical factor in an adjustment of a comparable transaction include condition (improvements and disrepair), location, position and area/size.
64. In rent review a letting or sale incentive is an example of a non-physical factor for which an adjustment of a comparable transaction may be appropriate. An example of a letting incentive is a 'rent-free period.'
65. In Ms Peachey's letter dated 5 December 2024 the Applicant confirmed that as a result of the recent flooding at the site the pitch fees for December 2024 would be reduced by 50% for the month. Ms Peachey went on to say the surveys on the park infrastructure had been completed and that further advice was awaited from the flooding consultant on measures to be taken to minimise the effects of the floodwater. The inference the Tribunal draws from this is that a programme of works was to be implemented at the site to seek to address the problems of flooding, the occupiers had been informed of the same and that further details would be given in due course.
66. In Ms Peachey's subsequent letter dated 7 March 2025 it is confirmed the programme of works, with costs of £2.0M, to take place over two years (both estimates and understood by the Tribunal to be best case scenarios) is not to be implemented as this would only alleviate a part of the problem

of the flooding at the site. The risk of intermittent flooding at the site will not be removed completely. Ms Peachey goes on to say a plan is in place to prevent the surface and foul water escaping onto the site, and in the event foul water does escape, the pitch fee for the month in question would be refunded to the occupier. In addition, should any clean-up necessary roll into a subsequent month, the pitch fee for that month would be refunded too. The Tribunal determines the offer of a refund of a pitch fee, which equates to a rent-free period, when foul water escapes onto the site is a factor to be taken into consideration in these pitch fee reviews to follow *Vyse*.

67. Having determined that the offer of a refund of a pitch fee is a factor applicable under *Vyse*, the next question for the Tribunal is whether it is to be taken into consideration for the April 2025 reviews? The 1983 Act neither prescribes a statutory basis of valuation for the review of a pitch fee, nor the valuation date. On the latter point, the pitch fee reviews in these applications are annual and on 1 April.
68. The statutory regime requires the owner to serve a written notice of pitch fee review at least 28 clear days before the review date and in a prescribed form. Accordingly, for a valid notice to be served to be effective from 1 April 2025, it is required to have been served on the occupier no later than, say, 2 March 2025. The letter to advise the occupiers at the site the programme of works is not to be implemented, and the offer to refund the pitch fees in the event foul water escapes is dated 7 March 2025. In the absence of a contrary statutory requirement, the Tribunal determines the offer of pitch fee refunds in the letters dated 7 March 2025 apply to the pitch fee reviews for 1 April 2025, notwithstanding the offers postdate the owner's written notices for the same.
69. The next question for the Tribunal is whether the offer of the rent-free period is a factor that carries sufficient weight, which is required to be considerable, for it to be taken into consideration for these pitch fee reviews. The flooding at the site is intermittent. Mrs Ferris has confirmed she has been flooded four times in the fourteen years she has been at the site.
70. In the event flooding occurs such that foul water escapes and a refund is payable, the occupier will receive a rent-free period of one month, one twelfth (1/12th), equivalent to 8.33% of the corresponding annual pitch fee. In the event any necessary clean-up works roll into a subsequent month the rent-free period extends to two months, two twelfths (2/12ths), equivalent to 16.67% of the corresponding annual pitch fee.
71. The refund of pitch fee for one month (8.33% of the annual pitch fee) is almost three times the value the Tribunal has determined the decrease in amenity at the site, which equals 3.0% of the Respondents' April 2024 pitch fee review sums (8.33% divided by 3.0% to equal 2.78). The Tribunal determines the offer of a refund, a rent-free period, for one month in the event foul water escapes onto the site is a factor beyond those to which paragraph 18(1) in terms applies and to which considerable weight is attributed. The Tribunal further determines the value attributable to the offer of a refund of pitch fee to equal the value it has determined to be for

the decrease in amenity at the site, due to the increased adverse effects of the intermittent flooding at the site with the passage of time. The Tribunal does not separate out the first and second months, it values the offer in the round.

72. In summary, in the first instance the Tribunal determined that increases in the pitch fees for each of the properties are reasonable due to price inflation as evidenced in the February 2025 publication of Consumer price inflation, UK: January 2025. Having considered whether any factor under paragraph 18(1) displaced the presumption of an increase/decrease at the site, the Tribunal determined the increased adverse effects of the intermittent flooding at the site has resulted in a decrease in amenity and valued the diminution at 3.0% of the properties' April 2024 pitch fee review sums. Finally, the Tribunal considered whether there was any other factor beyond those to which paragraph 18(1) in terms applies and has concluded the Applicant's offer of a refund of the pitch fee (a rent-free period) for the month foul water escapes on to the site, coupled with an extension into the following month in the event any clean-up works necessary roll into the next month is such a factor. The Tribunal has valued the offer of a refund of the pitch fee to equal 3.0% of the properties' April 2024 pitch fee review sums.
73. The net effect in value terms is that the presumption of the CPI increase applicable to the April 2025 pitch fee reviews having been displaced under paragraph 18(1), is subsequently replaced by a factor to which paragraph 18(1) in terms does not apply, in equal measure, such that the Tribunal has determined each of the properties' pitch fees are to be increased by 3.0%, to be effective from 1 April 2025.
74. The Tribunal determines the new pitch fees from the calculations (A) + (B) + (C) – (D) as follows.
- 1) 3 Canons Drive: (A) the current pitch fee - £206.99 per month, (B) the CPI adjustment + £6.21 per month [calculated from a percentage increase of 3.0%], (C) recoverable costs and (D) relevant deductions – both £0.00. Accordingly (A) £206.99 per month plus (B) £6.21 per month to equal £213.20 per month, with effect from 1 April 2025.
 - 2) 5 Ferrers Way: (A) the current pitch fee - £200.65 per month, (B) the CPI adjustment + £6.02 per month [calculated from a percentage increase of 3.0%], (C) recoverable costs and (D) relevant deductions – both £0.00. Accordingly (A) £200.65 per month plus (B) £6.02 per month to equal £206.67 per month, with effect from 1 April 2025.
 - 3) 7 Manor Avenue: (A) the current pitch fee - £200.65 per month, (B) the CPI adjustment + £6.02 per month [calculated from a percentage increase of 3.0%], (C) recoverable costs and (D) relevant deductions – both £0.00. Accordingly (A) £200.65 per month plus (B) £6.02 per month to equal £206.67 per month, with effect from 1 April 2025.
 - 4) 29 Russet Avenue: (A) the current pitch fee - £214.87 per month, (B) the CPI adjustment + £6.45 per month [calculated from a percentage increase of 3.0%], (C) recoverable costs and (D) relevant deductions –

both £0.00. Accordingly (A) £214.87 per month plus (B) £6.45 per month to equal £221.32 per month, with effect from 1 April 2025.

75. The differences between the pitch fees determined from 1 April 2024 and these determinations from 1 April 2025 are payable within 28 days of the Decisions being published.

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 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 days' 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 days' 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.