



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

Case References	:	HAV/43UG/PHI/2025/0669
Properties	:	31 Eastern Avenue, Mixnams Lane, Penton Park, Chertsey, KT16 8QJ
Applicant	:	The Berkeley Leisure Group
Representative	:	Mr Stephen Drew – Director of the Applicant
Respondent	:	Mrs Wendy Stevens
Representative	:	None
Type of Application	:	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
Tribunal Members	:	Regional Surveyor J Coupe FRICS Mr D Cotterell FRICS
Date & Venue of Hearing :		9 December 2025 Havant Justice Centre
Date of Decision	:	31 December 2025

DECISION

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Summary of Decision

The Tribunal determines that the proposed pitch fee of £202.27 per month is reasonable and is payable from the 1 January 2025.

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

REASONS

Introduction

1. The Tribunal is asked to determine whether the proposed pitch fee of £202.27 per month, effective 1 January 2025, is reasonable and payable under the Mobile Homes Act 1983 (as amended) ("the 1983 Act").

Background

2. The Applicant is the owner of Penton Park, Chertsey, KT16 8QJ ("the Park").
3. The Respondent is a mobile home owner who is entitled to station a home on pitch 31 Eastern Avenue within the Park by virtue of an agreement under the Mobile Homes Act 1983 (as amended) ("the 1983 Act"). The Agreement was entered into by the Respondent's predecessor on 28 September 1988 and assigned to the Respondent on 2 December 2021. The Agreement includes the statutory terms referred to below. There is no dispute as to the Respondents' right to occupy pitch 31 Eastern Avenue.
4. The Park is a protected site within the meaning of the 1983 Act. The definition, found in Part 1 of the Caravan Sites Act 1968 includes a site where a licence would be required under the Caravan Sites and Control of Development Act 1960 if the exemption of local authority sites were omitted.
5. On 21 November 2024 the Applicant served on the Respondent a Pitch Fee Review Notice with the prescribed Form, detailing the proposed new pitch fee and its calculation, payable with effect from 1 January 2025. The proposed new pitch fee is £202.27.
6. The Applicant calculated the adjustment in line with the Consumer Price Index ("CPI") from October 2024, that being 2.3%. Recoverable costs and a relevant deduction of £0.46p in relation to the Local Authority site licence renewal fee were applied.
7. The Respondent did not agree to the increase.
8. The Respondent did not challenge the validity of the Notice, the effective date of the proposed new pitch fee, nor the £0.46p cost and deduction of the site licence renewal fee.
9. Against that background, on 28 March 2025, the Applicant sought a Tribunal determination of the matter.

10. A copy of the Written Agreement governing the Respondent's pitch was provided. [23]
11. On 1 July 2025, the Tribunal issued Directions which set down a timetable for the exchange of documentation preparatory to a hearing. While both parties indicated that they were content for the matter to be determined on the papers the Tribunal, mindful of the Tribunal's overriding objective to deal with a case fairly and justly, decided that a hearing was necessary.
12. In accordance with the Directions, the Tribunal was provided with a hearing bundle, this extended to 59 electronic pages. The bundle included the Application Form PH9, the pitch fee review form and Notice, the Respondent's reply and statement objecting to the proposed pitch fee increase and a CPI extract from the ONS website for October 2024. References in this determination to page numbers in the bundle are indicated as [].
13. The Tribunal did not inspect the Park as, having regard to the issues raised by the parties, we did not consider it either necessary or proportionate to do so.
14. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.
15. The hearing was recorded and such stands as a record of proceedings.

The Law

16. The relevant law is set out in the Mobile Homes Act 1983 (as amended) ("the Act").
17. Section 1(1) of the Act provides as follows:
 - (1) *This Act applies to any agreement under which a person ("the occupier") is entitled –*
 - (a) *To station a mobile home on land forming part of a protected site; and*
 - (b) *To occupy the mobile home as his only or main residence.*
18. The Tribunal derives its jurisdiction to determine disputes in these matters by virtue of Section 4(1) of the Act which states as follows:
 - (1) *In relation to a protected site a tribunal has jurisdiction –*
 - (a) *To determine any question arising under this Act or any agreement to which it applies; and*
 - (b) *To entertain any proceedings brought under this Act or any such agreement,*

Subject to subsection (2) to (6)

19. Under the Act, terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the Act.

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

The Hearing

25. The hearing was conducted remotely with the Tribunal sitting at Havant Justice Centre and the parties joining by the Tribunal’s online video platform, CVP. The Applicant was represented by Mr Stephen Drew (Director of the Applicant). In attendance was Ms Frances Garland, assistant to Mr Drew. The Respondent, Mrs Wendy Stevens, appeared in person.
26. By way of a preliminary matter, Mrs Stevens stated that the Applicant had failed to notify her that an application had been submitted to the Tribunal

for determination of the proposed pitch fee, a claim repeated in later written correspondence. In response, and having first referred to office records, Mr Drew replied that a copy of the application was hand delivered to the Respondent on 28 March 2025.

27. Mrs Stevens confirmed receipt of Tribunal Directions dated 1 July 2025, which included a reply form and an opportunity to submit any objection and supporting documentation to the Applicant and to the Tribunal. Mrs Stevens confirmed that she relied on two documents in such regard, both of which were included in the bundle [51] and [57].
28. In accordance with the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”) the Tribunal considered whether it was fair and just to proceed with the hearing. Having done so, the Tribunal concluded that even if Mrs Stevens had not received the hand-delivered copy of the application in March 2025 she was, by July 2025, aware of the application by virtue of the Tribunal Directions received. Thereafter, Mrs Stevens engaged with the Tribunal process by submitting documentation to be included in the hearing bundle and by attending the hearing where she was provided with an opportunity to cross examine the Applicant and to make oral submissions.
29. Applying the Tribunal Rules 2013, the Tribunal was satisfied that the hearing should proceed as to do so was proportionate to the importance of the case, the anticipated costs and the resources of the parties and of the Tribunal (Rule 3(2)(a)); that by attending the hearing and by submitting documentation in the hearing bundle the parties were able to participate fully in the proceedings (Rule 3(2)(c)); and that by proceeding with the hearing, the Tribunal would avoid delay, so far as compatible with proper consideration of the issues (Rule 3(2)(e)). The Tribunal could not identify any prejudice to the Respondent in proceeding, nor that the Respondent would gain any benefit by an adjournment to a later hearing date.

The Applicant’s Case

30. The Applicant is entitled to an annual review of the pitch fee by virtue of paragraph 17(1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended).
31. The review date of 1 January is not disputed.
32. Mr Drew submitted that by virtue of the Implied Terms the Applicant is entitled to the statutory presumption that the pitch fee increases annually in line with the appropriate CPI, unless such an increase would be unreasonable having regard to Implied Term 18. That term concerns deterioration in the site’s condition, a decrease in its amenity, a reduction in services provided by the site owner, or any deterioration in the quality of those services. Mr Drew asserted that the Respondent did not rely on any of these factors.
33. Mr Drew explained that the proposed new pitch fee, as detailed in the prescribed Notice of Pitch Fee Review served by the Applicant on 21 November 2024, was calculated on the basis of the October 2024 CPI of 2.3%, totaling £4.54 per month.

34. At Section 4(C), the Pitch Fee Review Notice included a recoverable cost of £0.46p and, at Section 4(D), a relevant deduction of £0.46p, both in relation to the Local Authority Licensing charge.
35. Mr Drew accepted the Respondent's statement that the pitch fee had increased since she took assignment of the Agreement in December 2021 but asserted that each annual increase had been in line with the statutory presumption and relevant inflationary index.
36. Mr Drew submitted that the Respondents' objections related to an alleged lack of transparency regarding the Applicant's operating costs compared to income received from residents. While Mrs Stevens sought visibility of the site operating costs, Mr Drew contended that disclosure of invoices relating to routine maintenance, repairs and improvements would not represent the full scope of costs incurred by the Applicant. Additional expenses – such as the salary of an Area Manager which are shared across multiple sites, and capital financing – would remain excluded. Accordingly, Mr Drew contended that it is neither the Applicant's intention nor a statutory obligation to disclose all confidential operating costs or profit to residents.
37. In the absence of any evidence from the Respondent to rebut the statutory presumption of an increase in pitch fee in accordance with CPI or any challenge as to the validity of the Notice and Form served, or to the percentage rate applied, Mr Drew invited the Tribunal to confirm the proposed new pitch fee of £202.27 with effect from 1 January 2025.

The Respondent's Case

38. The hearing bundle contained two documents submitted by the Respondent, neither of which was a witness statement.
39. The first document [51] was a handwritten letter dated 31 December 2024. Although the recipient was not stated, Mrs Stevens confirmed at the hearing that it was addressed to the Applicant. The letter, signed by Wendy Stevens, records the Respondent's refusal to agree to the proposed pitch fee. It notes a 23% increase in pitch fee since Mrs Stevens began residing on the Park and raises concerns regarding affordability and an alleged lack of clarity on services provided for the fee. Mrs Stevens questions why her fee differs from other residents occupying similar pitches with identical services. She acknowledges that £0.46p relates to the annual site licence but states that, without access to the site owner's income and expenditure records, she cannot assess value for money or how the pitch fee is allocated. The letter also refers to the overall income generated from 355 pitches.
40. The second document [57] is a handwritten and undated letter signed by Wendy Stevens. The recipient is not stated but Mr Drew confirmed at the hearing that he had had prior sight of the document.
41. In the letter, Mrs Stevens reiterates her objection to the proposed pitch fee, effective from 1 January 2025. She disputes the fairness and affordability of the increase and raises concerns about transparency regarding the site owner's income and expenditure. Mrs Stevens asserts that the Pitch Fee Review form obliges the site owner to provide documented evidence in

support of the new pitch fee and any other charges but that the Applicant has failed to do so. The letter suggests that without access to financial records, she cannot assess whether the fee represents value for money. Mrs Stevens also queries discrepancies between her pitch fee and those paid by other residents for similar pitches and services.

42. Mrs Stevens states that the Applicant did not reply to her previous letter, dated 31 December 2024, and nor did the Applicant notify her that the matter had been submitted to the Tribunal for determination.

Findings of Fact

43. It is accepted that the Applicant served the pitch fee review Notice and prescribed form on the Respondent on 21 November 2024, with an effective date of 1 January 2025. The Tribunal is satisfied that the Applicant was entitled to do so.
44. The Applicant proposed an increase in pitch fee in accordance with the percentage increase in the CPI. The Mobile Homes (Pitch Fees) Act 2023 changed the basis for calculating the pitch fees for park homes in England and Wales from the RPI to the Consumer Price Inflation (CPI) index with effect from 2 July 2023. The Tribunal therefore finds that the Applicant was correct in adopting the CPI methodology at the pertinent date.
45. The Tribunal finds that the Applicant adopted the correct CPI percentage of 2.3%, that being the October 2024 figure.
46. The Applicant's application to the Tribunal to determine the pitch fee was made on 28 March 2025, which was within the period starting twenty eight days to three months after the review date.
47. The Tribunal is satisfied that the Applicant complied with the procedural requirements of paragraph 17 of Part 1 of Schedule 1 of the 1983 Act in this matter.
48. The Tribunal next turns its attention to the question as to whether the proposed increase in pitch fee is reasonable, irrespective of whether the sum payable is in itself reasonable.
49. The Tribunal reminds itself that paragraph 18(1) of the Act requires the Tribunal to determine whether there has been any deterioration in the condition and any decrease in the amenity of the site or any adjoining land which is occupied or controlled by the owner of the site, and/or whether there has been any reduction in the services provided by the site owner and any deterioration in the quality of those services. Furthermore, whether any other weighty factors displace the presumption in favour of an inflationary increase in pitch fee calculated in accordance with CPI.
50. The Tribunal finds no case advanced by the Respondent in regard to any paragraph 18(1) factors. The Respondent did not assert, nor submit evidence, of any deterioration in the condition or amenity of the site, nor of any reduction in the services provided by the site owner or deterioration in the quality of those services. Furthermore, no weighty factors capable of dislodging the statutory presumptions were relied upon by the Respondent.

51. Mrs Stevens main ground of objection concerned an asserted lack of transparency on the part of the site owner regarding the relationship between its operating costs and the aggregate pitch fee income for the site, and how this correlated with the individual fees charged to occupiers.
52. Mrs Stevens asserted that the Applicant is obliged to disclose all costs incurred by the site owner which are proposed to be recovered from the occupier.
53. The Tribunal finds that the Applicant included, at Section 4(c) of the Pitch Fee Review Form 2025, the only relevant recoverable cost, this being £0.46p in regard to the Local Authority Licensing charge, a charge undisputed by the Respondent. At Section 4(D) of the same form, the Applicant made a deduction of £0.46p in regard to the previous years' recoverable cost. [44]. The Tribunal finds that the Applicant complied with disclosure obligations regarding recoverable costs; full operating costs are not required to be disclosed.

The effect of the above determinations and the pitch fee

54. The first question to be addressed by the Tribunal is whether there should be any change from the pitch fee for 1 January 2025 onward and, if so, what that change should be.
55. Having considered the evidence and submissions before us we are satisfied that it is reasonable that the pitch fee should be changed.
56. Turning next to the amount of increase in pitch fee, the Tribunal finds that the Respondent has failed to persuade the Tribunal that the presumption in favour of an increase in line with the relevant CPI should be displaced.
57. Accordingly, the Tribunal confirms the proposed pitch fee, payable with effect from 1 January 2025, is £202.27 per month.

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 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.