



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

**Case Reference** : **CAM/33UC/PHI/2025/0680**

**Site** : **Haveringland Hall Country Park,  
Haveringland, Norwich, Norfolk NR10 4PN**

**Park Home Address** : **19 Lakeside, Haveringland Hall Country  
Park, Haveringland, Norwich, Norfolk  
NR10 4PN**

**Applicant** : **Haveringland Hall Opco Ltd**  
**Representative** : **Mr John Clement of Knights Professional  
Services Limited**

**Respondent** : **Mr Philip Lay**

**Type of application** : **Application under Mobile Homes Act 1983  
to determine a pitch fee**

**Tribunal** : **Judge JR Morris  
Dr J Wilcox FRICS  
Judge V Lloyd**

**Date of Application** : **26 March 2025**  
**Date of Directions** : **22 July 2025**  
**Date of Hearing** : **16 December 2025**  
**Date of Decision** : **9 January 2026**

---

**DECISION**

---

Crown Copyright © 2025

**Decision**

1. The Tribunal determines that the new pitch fee for 19 Lakeside is £261.80 per month to take effect on the Review Date on 1 January 2025 to replace the current pitch fee of £255.91 per month reviewed on 1 January 2023.
2. The Tribunal decided that it should make a direction under section 231A of the Housing Act 2004 for the Respondent to pay the pitch fee arrears of £599.28 by 6 March 2026.

## **Reasons**

### **Introduction**

3. The Applicant applied on 26 March 2025 for a determination of the pitch fee payable by the Respondent for 19 Lakeside.

### **The Law**

4. The relevant law is:
  - a) Paragraph 25A (1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983, The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations 2013, and The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations SI 2023/620.
  - b) Paragraphs 16 to 20 of the Implied Terms of the Written Statement of in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983 as set out in Appendix 2.
  - c) Section 231A of the Housing Act 2004 as set out in Appendix 2.

### **Directions**

5. Directions were issued on 22 July 2025. In compliance with which the Applicant provided to the Tribunal and the Respondent by 19 August 2025 copies of:
  - The Application Form dated 26 March 2025;
  - The Directions dated 22 July 2025 with Reply Form annexed;
  - The Notice of Proposed Pitch Fee dated 25 November 2024;
  - The Pitch Fee Review Form dated 25 November 2024;
  - The Applicant's Statement of Case;
  - The Respondent's Pitch fee account;
  - Invoices for Improvement Works;
  - National Minimum Wage and National Insurance Contributions Data;
  - and
  - CPI data.
6. The Directions required the Respondent, by 26 August 2025 to send, to the Applicant and the Tribunal the completed Reply Form annexed to the Directions. In addition, the Respondent, by 9 September 2025 was to provide, a statement of case explaining why agreement cannot be reached on the proposed increase of the pitch fee. If reliance is placed on any of the matters in paragraph 18(1) of Chapter 2 of Part 1, the Respondent was to say why it would be unreasonable to increase the pitch fee e.g. if the condition of the Site had deteriorated or there had been a decrease in amenities or reduction in services.
7. The Respondent provided a completed Reply Form on 20 August 2025 requesting a hearing. The Respondent subsequently provided a bundle which included copies of:
  - The Application Form;

- The Directions dated 22 July 2025 with Reply Form annexed;
- The Notice of Proposed Pitch Fee dated 25 November 2024;
- The Pitch Fee Review Form dated 25 November 2024;
- The Respondent’s Statement of Case;
- Emails between the Applicant and the Respondent from 12 December 2023 to 20 August 2025; and
- Written Statement of Agreement under the Mobile Homes Act 1983 (as amended) together with Schedule;

### **Written Statement of Agreement and Agreed Facts**

8. The Applicant in written representations stated that it did not have a copy of the Written Statement of Agreement. The Applicant said that it became the owner and operator of the Site on 27 October 2023 following the financial collapse and administration of members of the Royal Life Group. The Applicant said that there are a total of 50 owner-occupied mobile homes on the Site and that the Respondent is the owner and occupier of a mobile home stationed on pitch 19 Lakeside.
  
9. The following facts were submitted by the Applicant and were not challenged by the Respondent:
  - a. The Site is a “protected site” within the meaning of s.1(2) of the caravan Sites Act 1968.
  - b. The parties have been unable to locate a copy of any Mobile Homes Act written statement provided to the Respondent by the Applicant or a previous owner of the site.
  - c. That, notwithstanding the absence of a written statement, the Respondent’s occupation of his pitch is governed by an agreement with the Applicant to which the Mobile Homes Act 1983 (as amended) applies and he is entitled
    - (i) to station a mobile home on land forming part of a protected site,
    - (ii) to occupy the mobile home as his only or main residence.
  - d. That the 29 statutory implied terms set out in Schedule 1, Part 1 of the Mobile Homes Act 1983 (as amended) apply.
  - e. That the annual pitch fee review process is regulated by paragraphs 16-20 inclusive and 25A of the statutory implied terms.
  - f. That the annual review date for the Respondent’s pitch fee is 1 January, with the last review having taken place by agreement on 1 January 2024.
  - g. That the Applicant sent a pitch fee review notice in the prescribed form to the Respondent proposing a CPI-only increase of 2.3% in the Respondent’s pitch fee for the year commencing 1 January 2025, together with a covering letter outlining the proposed increase to the pitch fee.
  - h. That the annual percentage increase in the Consumer Prices Index for October 2024 (as published by the Office for National Statistics in November 2024) was 2.3%; and

- i. That the present application was filed with the Tribunal on 26 March 2025, within the prescribed three-month time limit from the review date.
10. The Respondent agreed that he did not have a copy of the Written Statement of Agreement. At the time of the sale of the mobile home and the assignment of the pitch agreement he had only been provided with a copy of the plan of the pitch with some measurements, a copy of the Site Rules and a copy of Schedule 5 Notice of Assignment Form under the Mobile Homes (Selling and Gifting) (England) Regulations 2013 SI 2013/981 of the Written Statement of Agreement. Section 1 confirmed that the Site Owner at the time was HH Country Park Limited and that the Assignor of the Agreement was Marian Thompson. The pitch Assignment was signed on 26 November 2021. Section 2 stated that the purchase price of the mobile home was £214,000.00 of which £21,400.00 was commission. Section 3 gave the Respondent's age at that time as being 62 years. The Schedule was signed by the Respondent on 27 November 2021 and there was an endorsement that a copy of the document had been sent to the Site Owner on 28 November 2021.

### **Notice of Increase and Pitch Fee Review Form**

11. The Applicant's Agent, LT Management Services Limited, issued a Notice of Increase in the form of a letter dated 25 November 2024 stating that as from 1 January 2025 the pitch fee will be £261.80, the increase being calculated using the CPI (Consumer Price Index) "figure published most recently to the date on which the pitch fee review notice should be served". The amount is payable monthly on the 1<sup>st</sup> of each month starting 1 January 2025. In addition the Applicant issued a Pitch Fee Review Form in prescribed form under paragraph 25A (1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 and The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations SI 2023/620, dated 25 November 2024, which proposed a new pitch fee for 19 Lakeside, the pitch occupied by the Respondent of £261.80 per month to take effect on the Review Date on 1 January 2025 to replace the current pitch fee of £255.91 per month, which was last reviewed on 1 January 2023, giving an increase of £5.89 calculated from an CPI increase of 2.3%.
12. The Notice stated that in accordance with paragraph 20(A1) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 the calculation was based upon the percentage increase in the Consumer Price Index (CPI) over 12 months by reference to the CPI published for October 2024 which was 2.3%. (a copy of the CPI table was provided).
13. The Respondent submitted that the Pitch Fee Review Notice for the review date 1 January 2024 was invalid. Although it was dated 25 November 2023 and was due to take effect from 1 January 2024, he had only received it on 9 December 2024 which was less than the required 28-day statutory period required before the proposed pitch fee was to take effect.
14. The Applicant, at the hearing, said that the pitch fee review increase for the review date 2023 had not been applied and referred to the Applicant's account of payments made by the Respondent. This showed that from 1 November

2023 until 1 April 2025 the Respondent had paid £255.91 on the 1<sup>st</sup> day of each month. The Applicant now proposed an increased pitch fee of £261.80 from the review date of 1 January 2025.

15. Therefore, the validity of the Pitch Fee Review Notice for the Review of 1 January 2024 was not in issue because although the Applicant proposed an increased pitch fee at that time, it had not been agreed or determined by a tribunal and so had not been charged. As a result the parties had in effect agreed the pitch fee of £255.91.
16. The *validity* of the Pitch Fee Review Notice to take effect on the Review Date on 1 January 2025 to replace the current pitch fee of £255.91 per month was not in issue although the *amount* of the increased pitch fee was disputed by the Respondent.
17. The Tribunal therefore found that the only issue for the current Application was the amount of the pitch fee from the review date of 1 January 2025.

### **Site Inspection**

18. The Tribunal inspected the Site on 16 December 2025 in the presence of Mr John Clement of Knights Professional Services Limited, Solicitor for the Applicant, Mr Ross Miller, Director of Haveringland Hall OPCO Limited, and Mr Ilker Burcin, Operations Manager of Haveringland Hall OPCO Limited for the Applicant and Mr Philip Lay, the Respondent, Mobile Owner and Occupier of pitch 19.
19. There were three aspects that were in issue:
  1. The cutting of an area of grass adjacent to the Respondent's pitch;
  2. A fence on the boundary of the Respondent's pitch; and
  3. The condition of the roads which had been said to have deteriorated.

#### *The Roads*

20. The Site, believed to have been established in the 1950s, is in a rural location within a country park with a lake and areas of woodland. There are access roads within the country park to the Site which has Site roads off which are the pitches with mobile homes. Other parts of the country park are being developed. The Site roads are in fair to poor condition and appeared to have been in this state for some considerable time with rough repairs.

#### *The Grassed Area and Fence*

21. The Respondent's pitch is on a corner between two Site roads, one at the front of the pitch and one to the right, looking at the pitch from the front. The boundary at the front of the pitch is marked by a fence and there is an area of hardstanding where the Respondent parks his car.
22. It was noted that there was a recently constructed fence which had been erected by the Site Owner replacing a pre-existing fence. Between this fence and the road to the right there was a triangular area of grass running the

depth of the Respondent's pitch. At the base of the triangle was the road to the front of the pitch, with the new fence on one side and the road to the right of the pitch on the other. At the apex of this triangle at the far end of the Respondent's pitch was an old Anderson air raid shelter which the Respondent used as his shed. Within this area, just off the road fronting the pitch was an electricity installation mounted on two posts. The Respondent parked his trailer on this area of grass.

23. The issue regarding the boundary was whether the grassed triangular area was, wholly or partly, a part of the Respondent's pitch. If it was part of the pitch it would be for the Respondent to maintain it, if not it was for the Site Owner to maintain it as part of the common areas.
24. The newly replaced fence was either a boundary fence to the pitch or a fence within the pitch depending on the designation of the grassed triangular area. Site boundary fences are the maintenance responsibility of the Site Owner but maintenance of a pitch boundary fence is normally the responsibility of the occupier subject to evidence to the contrary.
25. Reference was made to the pitch plan that had been provided by the Respondent and which had been given to him by his predecessor at the time of the assignment of the pitch. The plan included measurements. No measurements were taken by the Tribunal. It was agreed that the measurement of 27.40 metres across the front of the pitch appeared to be accurate and had been measured by the Applicant. It would mean that the triangular grassed area was within the Respondent's pitch except for a narrow strip adjacent to the road. The measurement of 18.10 metres from the road at the front, along the road to the right hand side to the old Anderson air raid shelter also appeared to be correct and marked the depth of the pitch on that side.
26. The left hand side boundary and rear boundary of the pitch were not in issue. However, it was noted that unlike the front and right hand side boundary the boundaries did not correspond to the plan. The plan had squared the left hand boundary and showed it as being straight, whereas in fact it was curved from the front to the rear. The contours of the rear boundary did correspond to the plan which showed an extended rectangular area where the Respondent's fuel gas tank was located but the measurements did not appear to be accurate.

### **Applicant's Statement of Case**

27. The Applicant provided a written statement of Case as follows:
28. The Applicant corrected an error on the Application Form where the box indicating that water and sewerage were not included in the pitch fee was ticked. It was confirmed that the pitch fee did include the cost of water and sewerage.
29. The Applicant stated that for the review period from 1 January 2024 the Respondent refused to pay the proposed pitch fee increase of £267.94 per month and continued to pay £255.91 per month. The Applicant accepted this.

30. The Applicant now proposes to increase the pitch fee from the review date of 1 January 2025 from the current pitch fee paid by the Respondent of £255.91 to £261.80 per month applying a CPI increase to the fee he had agreed to pay in 2024 to 2025 of 2.3%.
31. The Respondent revised his payment to £181.00 from 1 May 2025, however, the Applicant deemed the Respondent to have accepted the fee of at least £255.91 as he was making these payments throughout 2024.
32. A Statement of the Respondent's account was provided which showed as follows:
  - From 1 November 2023 to until 1 April 2025 the Respondent had paid £255.91 on the 1<sup>st</sup> day of each month.
  - The statement also noted the Applicant raised monthly invoices for £267.94 for the period 1 January 2024 to 1 December 2024 although it was accepted that the Respondent had not agreed this proposed increase and no arrears were recorded. Therefore, any proposed increase from the review date of 1 January 2025 in accordance with the presumption in paragraph 22 of the Implied Terms would be based on the figure of £255.91.
  - From 1 May 2025 the Respondent had paid £181.00 per month on the 1<sup>st</sup> day of each month.
  - The statement also noted that the Applicant raised a monthly invoice for £261.80 being the proposed increased pitch fee from 1 January 2025 and arrears for non-payment of this amount have been recorded. The amount outstanding based upon this figure was £346.76 as at 1 August 2025 when this Application was made.
33. The Applicant submitted that, notwithstanding that the proposed pitch fee was only in accordance with the paragraph 20 presumption which was based on the CPI to take account of inflation, the Applicant had made improvements on since taking over the Site in October 2023. These included re-tarmacking the roads, improvements to the fishing lakes and tree works. Invoices for these works were provided. The Applicant added that operational costs had risen including an increase in the National Minimum Wage and Employer National Insurance Contributions (date was provided).
34. The Applicant submitted that therefore the 2.3% CPI increase was justified. It was said that there are 50 residents on the Site, and the Respondent is the only resident refusing to pay the increase.

### **Respondent's Statement of Case**

35. The Respondent stated that his monthly pitch fee should be reviewed. He said that he moved to the Site in November 2021, after he lost his wife in November 2019.

### ***Deterioration in Condition***

36. Since moving he said there had been a gradual deterioration in the condition of the Site as follows:

#### *Grass Cutting*

37. Early on, the grass outside his pitch boundary was cut regularly, but over the last two years it has only been cut a handful of times. When queried, the reason he said he was given was that the park team were only concentrating on 'public' areas. This year the Respondent said the grass has not been cut at all by the park team and so he has done so.

#### *Fencing*

38. In 2023 the Respondent said he complained to the Site Owner that the fencing around his pitch was deteriorating but he received no response. The Respondent said his neighbour had told him that he had been verbally advised the pitch boundary fences are now the occupier's responsibility.

#### *Road Maintenance*

39. The access road has become increasingly uneven. The worst potholes have been filled in, however it remains a patchwork of repairs. In relation to the invoices provided showing the works carried out he said none of them relate to his pitch or the road into the Site. He said the large invoice of £20,400 is probably for the tarmac road leading to Woodlands residential site and not anywhere near Lakeside.

### ***Decrease in Services***

#### *Water Pressure*

40. In 2025, the water pressure has been poor.

### ***Pitch Fee Differential***

41. The Respondent said that when he moved to the Site he was told that everybody paid the same monthly fee. He has since spoken to many occupiers who live in Lakeside and the amounts they pay range from £181.00 per month to £267.00 per month.
42. There are many pitches that pay less or the same pitch fee as he does but have additional amenities which the Respondent said his pitch did not have, such as a garage, larger gardens and parking for more than one vehicle. He submitted that all occupiers should pay the same or payment should be in relation to amenities or size of each pitch. He said they are all in the same

council tax band and pay the same, so he said they should all be paying the same monthly pitch fee.

43. The Respondent said he had asked the Park Management on many occasions since December 2023 to explain the reasons for this but without success. He said he had never accepted the site fee of £255.91 as he had never been told why he was paying over £70 more than other occupiers. He said he had expected the Park Management to give him a list of what all the other occupiers were paying with reasons as to how the pitch fee was calculated and explaining why there is such a huge discrepancy between the Respondent's pitch fee and that of other occupiers.
44. The Respondent said that once the information is provided he would submit his own statement of account but until he knows what other occupiers are paying he cannot give a specific amount. However, he submitted that it was likely to be in the region of £75 x 42 months (until he reduced the fee in May this year), so around £4,050. He said that if he did not receive an explanation he would continue to pay the £181 per month which other occupiers pay and ask for a refund of £4,050.00

#### *Email Correspondence*

45. The Respondent provided a copies of emails between the Applicant and himself regarding the pitch fee summarised as follows:

12 Dec 2023, Email from Respondent confirming that he has received the letter proposing a new increased pitch fee but objects as some occupiers have large pitches but pay the same or less which he considers unfair and requests and explanation and asks for review. He adds that the grass outside his pitch is only cut a handful of times and the pitch boundary fence needs replacing.

2 February 2024, Email from LT Management acknowledging payment of pitch fee and informing of increased fee.

2 February 2024, Email from Respondent requesting reply to email of 12 December 2023 and saying he will not pay the increase until he has an explanation.

5 November 2024, Email from Respondent with emails attached giving reason for not paying increase and requesting reply to issues raised in email of 12 December 2023.

6 March 2025, Email from Respondent to Billing Team with emails attached giving reason for not paying increase and requesting reply to issues raised in email of 12 December 2023.

18 March 2025, Email from LT Management regarding non-payment of full pitch fee.

19 March 2025, Email from Respondent asking for a review of the pitch fee.

23 April 2025, Email to Park Billing team. He adds that the grass outside his pitch is only cut a handful of times and the pitch boundary fence needs replacing and requesting reply to issues raised in email of 12 December 2023.

16 June 2025, 22 July 2025, 23 July 2025 and 19 August 2025, Emails between Tribunal and Respondent regarding Application.

19th Aug 2025, Email from LT Park Support regarding Pitch Fee Review Request which is set out below as the Applicant's Response to the Respondent's case.

20 Aug 2025, Email from Respondent in response to Applicant's reply.

46. The Respondent said he was confused as to how pitch fees are determined if they are not based on property, occupancy levels and amenities. The Respondent agreed the charge was in place when he purchased the Home and was assigned the pitch. He said he was informed by either Royal Life and or the estate agent that the pitch fee was the same for all on Lakeside.
47. In relation to the grass area outside the boundary fence of the pitch the Respondent said he was informed on an email from the Park Manager on 10th December 2024 not to park his car on the grass. He said since then he had not done so although there is a sign stating "Parking for Residents Only" on the outside of his shed, next to this area.
48. In relation to the fence, the Respondent said it was a willow woven one from the shed to the Home which was near the end of its life which he was told was erected by the Site Owner when the pitch was formed.

### **Applicant's Response**

49. The Applicant wrote by way of email dated 19 August 2025 (as referred to above) in reply to the issues raised by the Respondent. These issues were also addressed in the Applicant's skeleton argument provided before the hearing. In summary the response was as follows:

#### ***Deterioration in Condition***

##### *Grass cutting*

50. In the email the Applicant said that without a copy of the Written Statement of Agreement it was not clear whether the grass the Respondent referred to was outside the boundary of the pitch. As the Respondent regularly parked his vehicle or trailer on the grass area between the pitch boundary fence and the road it was assumed that the patch of land must fall within the pitch boundary.
51. In the skeleton argument the Applicant said it was not accepted that the frequency of grass cutting had reduced since the Respondent took up occupation of the pitch and he confirmed in an email dated 30 August 2025,

that he would be “*happy to cut the grass is it appears to have been my responsibility for over two years*”.

52. As a result, the Applicant submitted that that there had not been a deterioration of the site in relation to this factor under paragraph 18(1) to rebut the presumption.

#### *Fencing*

53. In the email the Applicant said that without a copy of the Written Statement of Agreement it was not clear whether the fence the Respondent referred to was one that was the responsibility of the Applicant or the Respondent.
54. In the Skeleton argument the Applicant confirmed that it had replaced the damaged fencing and consequently considered this issue was resolved and so did not amount to factor under paragraph 18(1) to rebut the presumption.

#### *Road Maintenance*

55. In the email the Applicant said that the start of the main access road is not owned by Haveringland Hall Opco Limited, therefore it is not able to fully repair the road but it had tried to repair some of the larger potholes, to mitigate issues for occupiers coming onto the Site.
56. In its skeleton argument the Applicant said that the condition of the site roads, and the general maintenance on the Park, had not deteriorated since the Respondent took up occupation and maintenance had been undertaken.

#### ***Decrease in Services***

##### *Water Pressure*

57. In the email the Applicant acknowledged that the water pressure can fluctuate and accepted that there had been problems earlier in the year due to a large leak outside the Site. As soon as the Applicant was aware of the issue, work began straight away to rectify it. Unfortunately, because water is from a borehole, which then has a pumphouse, factors outside the Applicant’s control can contribute to occasional drops in pressure, i.e. power outages from the National Grid. If the Applicant becomes aware of such problems the Occupiers are notified of the problem.
58. In its skeleton argument the Applicant submitted that as an issue outside the Applicant’s control it was not a matter that should be taken into account on a pitch fee review as there is no evidence of deterioration of any infrastructure or supply which is the Applicant’s responsibility. In any event the problems referred to were experienced in 2025 after the pitch review in issue and therefore cannot be a factor under paragraph 18(1) to rebut the presumption in respect of this Application.

### ***Pitch Fee Differential***

59. Regarding the Respondent challenging the proposed pitch fee increase for 2025 on the basis that he is paying more in pitch fees than other residents living on the Site the Applicant said in its email that pitch fees can all vary based on individual pitch characteristics; they are not just based on size of property, occupancy level and amenities such as garages and vary due to negotiated agreements when occupiers purchased their homes and occupied their pitches. Some pay more than the Respondent but how much each occupier pays is confidential information.
60. In its skeleton argument the Applicant said that each occupier of a mobile home has an individual agreement with the Applicant and it is a contractual matter between the Applicant and each occupier. The pitch fees payable by residents will be affected by many individual factors, such as when they first bought their home, the location of their pitch and the age and condition of their park home.
61. The starting pitch fee is set when the mobile home is first sited on the pitch and occupied by the original owner. The amount agreed at the start of the agreement becomes the baseline pitch fee. Subsequently, the pitch is reviewable annually on the review date in line with the procedure set out in the 1983 Act.
62. There is no entitlement or jurisdiction for the site owner, an occupier or the Tribunal to amend the pitch fee except in accordance with the prescribed annual review process once the initial pitch fee has been fixed. Sections 3(1) and (2) of the Mobile Homes Act 1983, provide that the terms of the Written Statement of Agreement are automatically assigned to the new pitch occupier and site owner whenever there is an assignment of a pitch or transfer of site ownership.
63. Regarding the apparent representation that all the pitch fees were the same at the time the Respondent purchased the mobile home and was assigned the pitch, the Applicant said that it had no part in the transaction. The sale and assignment was between the previous owner of the home and occupier of the pitch and its agent and any action for misrepresentation should be brought in the County Court against the previous owner. Such a claim would be outside the jurisdiction of the Tribunal.

### ***Application under Section 231A of the Housing Act 2004***

64. The Applicant stated that since May 2025 the Respondent had unilaterally reduced his pitch fee from £255.91 (representing the pitch fee agreed from 1 January 2023 and 2024) to a sum of £181.00 per month. The Applicant said it had not agreed this reduction.
65. The Applicant submitted that the Respondent had no contractual or statutory entitlement unilaterally to reduce the previously agreed pitch fee and sought a determination from the Tribunal that the Respondent  
(i) is in breach of the Agreement, and

(ii) must remedy the breach by paying the arrears within 28 days or such other period as the Tribunal may consider reasonable.

## **Hearing**

66. A hearing was held after the inspection of the Site on 16 December 2025 attended by Mr John Clement of Knights Professional Services Limited, Solicitor for the Applicant, Mr Ross Miller, Director of Haveringland Hall OPCO Limited, and Mr Ilker Burcin, Operations Manager of Haveringland Hall OPCO Limited for the Applicant and Mr Philip Lay, the Respondent, Mobile Owner and Occupier of pitch 19.
67. At the hearing the parties confirmed their respective written statements and there followed some discussion of the issues which is reflected in the Tribunal's determination set out below.

## **Tribunal's Determination**

### ***Pitch Fee Differential***

68. The Tribunal agreed with the Applicant's submissions, giving its own explanation at the hearing, in order that the Respondent would have an opportunity to ask questions, as follows.
69. The Tribunal surmised that when the Site was first established in the 1950s the pitches may have been of a similar size, the mobile homes of a similar type and the pitch fees may have been the same for all occupiers or they may have corresponded to particular features in a manner in which the Respondent had submitted was, in his view fair. From the Tribunal's knowledge and experience, over the years changes to the Site will have occurred. These changes may be by reason of development, creating new pitches, or by reason of existing pitches being vacated, by sale or surrender to the Site Owner, enabling pitches to be realigned by amalgamation or subdivision. In each case, when, at different times the pitches are granted, a Written Statement of Agreement would have been entered between the Site Owner and the new occupier. This would have included a pitch fee which would have been negotiated between the prospective occupier and the Site Owner. Once agreed, this pitch fee is, as the Applicant said, the baseline for any future increase.
70. The occupier can, under the Written Statement of Agreement assign the occupation of the pitch, as occurred in the present case. With the assignment goes the pitch fee. The original agreed pitch fee can be increased year on year in accordance with the implied terms of the Written Statement of Agreement in accordance with the CPI (the Consumer Price Index) with a view to keeping pace with inflation or if improvements are carried out by the Site Owner following consultation. There can be no re-negotiation of the pitch fee during of the Agreement. To allow this might lead to unfairness on either side but most particularly, it might enable a site owner to increase a pitch fee unreasonably forcing an occupier to vacate the pitch.

71. The Respondent said that he had heard from his neighbour that his pitch had been created partly out of the garden of his neighbour's pitch and land to the side adjacent the site road in 2017. This was when Ms Marian Thompson, the Respondent's predecessor and vendor of the home and assignor of the pitch, had taken up occupation.
72. At that time Ms Thompson would have entered a new Written Statement of Agreement which she would have negotiated with the Site Owner. An important part of that negotiation would have been the pitch fee. Since the original Written Statement of Agreement is not available it is not known what the original fee was but, as the Agreement was made in 2017, it is likely to have been increased in accordance with the Implied Terms. It is this increased pitch fee which would have passed to the Respondent on assignment.
73. The Respondent said he felt aggrieved as he had been led to believe that the Tribunal could, as an independent body, reassess the pitch fee even if it could not be re-negotiated between the parties.
74. The Tribunal confirmed that it could not review the pitch fee and determine a new one as if it had been re-negotiated, the reason being that to do so would be to interfere with the parties right to freedom of contract. It is for the same reason that site owners are not permitted to be involved in the sale of a mobile home or the assignment of a written statement of agreement by an occupier. The site owner can only be involved in the initial sale and first grant of the pitch under the written statement of agreement to which the site owner is a party.
75. A tribunal can only determine whether it is reasonable to increase the pitch fee under the Implied Terms by taking into account the considerations set out there. If it determines that it is unreasonable to increase the pitch fee *taking into account the considerations set out in the Implied Terms*, a tribunal can determine a reasonable pitch fee whatever that might be. It is probably for this reason the Respondent was led to believe the Tribunal had a wider jurisdiction in this regard than it in fact does.
76. Therefore, the Tribunal cannot review the pitch fee afresh.

### ***Deterioration in Condition***

#### ***Grass cutting***

77. At the hearing reference was made to the Site inspection, the plan of the pitch that the Respondent had provided and the Site Rules.
78. The parties agreed from the inspection that certain of the measurements on the plan were reliable while others were less so. The length of the pitch frontage was stated on the plan as being 27.40 metres which would include the grassed triangle of land.
79. The parties agreed with this assessment and the Tribunal found that the grassed area was a part of the pitch except for a narrow strip on the verge of

the road. Therefore, apart from this strip, its maintenance was the responsibility of the Respondent under Site Rule 24. Therefore there can be no deterioration in its condition under paragraph 18(1) to rebut the presumption in paragraph 20 of the Implied Terms.

### *The Fence*

80. The fence which had fallen into disrepair and which the Respondent had been told marked the boundary of the pitch and so was the responsibility of the Site Owner has been replaced by the Site Owner. The Tribunal found that in the absence of evidence to the contrary the fence is within the Respondent's pitch and its future maintenance is the Respondent's responsibility. Therefore there can be no deterioration in its condition under paragraph 18(1) to rebut the presumption in paragraph 20 of the Implied Terms.
81. Issues concerning whether an area is within a pitch or whether a boundary fence is a Site Owner's or occupier's responsibility would be the subject of an application under section 4 of the Mobile Homes Act. Nevertheless the Tribunal is obliged to make the above findings in the course of determining whether the presumption regarding the pitch fee is rebutted.
82. The Tribunal makes the following observations resulting from its findings:
  - a) Regarding the grassed area being within the Respondent's pitch this has the advantage to the Respondent of allowing him to park his trailer there. As it is not a motor vehicle it would not appear to contravene Rule 12 of the Site Rules. The Respondent was puzzled by the sign on his shed that said "Parking for Residents Only". The Tribunal finds that this is an unauthorised sign as it is contrary to Site Rule 12.
  - b) Regarding the fence its position would appear to be appropriate as it enables the electricity network contractor to have unencumbered access to the electrical installation.

### *Road Maintenance*

83. The Tribunal found that the invoices produced by the Applicants with reference to the maintenance of the roads were not relevant to the issue raised. Work may have been carried out on roads somewhere on the Site but not on the roads around Lakeside. The Tribunal found from its inspection that historically the roads at Lakeside have been in a rough condition and have not deteriorated since 2021 when the Respondent took up occupation so as to rebut the presumption in paragraph 20 of the Implied Terms.

### ***Decrease in Services***

#### *Water Pressure*

84. The Tribunal noted that the Respondent had said that there had been problems with the water pressure since he had taken up occupation. If this is an ongoing problem which goes beyond what might be expected from a water supply system of the kind at the Site then the Respondent needs to record the occasions and raise it with the Site Owner. It should only be a matter for a

tribunal if the issue cannot then be resolved. The Tribunal found that, in the absence of evidence to the contrary, the problems with the water pressure were experienced in 2025 after the pitch review in issue and cannot be a factor under paragraph 18(1) to rebut the presumption in paragraph 20 of the Implied Terms.

### ***Application under Section 231A of the Housing Act 2004***

85. The Tribunal found that the Respondent had unilaterally reduced his pitch fee since May 2025 from £255.91 to £181.00 per month. The Applicant said it had not agreed this reduction and therefore the Respondent is in arrears for the period from 1 May 2025 to 31 December 2025 in the amount of £74.91 making a total of £599.28 over the period of 8 months.
86. The Tribunal decided that it should make a direction under section 231A of the Housing Act 2004 for the Respondent to pay the arrears. In doing so it took into account the financial demands upon the Respondent in that following its decision a further £70.68 (12 x £5.89) is payable to account for the increase following the review of 1 January 2025. Also a review may have taken place on 1 January 2026. The Tribunal therefore determines the arrears of £599.28 to be paid by 6 March 2026.

### **Decision**

87. The Tribunal found that none of the issues raised by the Respondent are of sufficient weight to depart from the statutory presumption, and that consequently the Tribunal determines that the new pitch fee for 19 Lakeside is £261.80 per month to take effect on the Review Date on 1 January 2025 to replace the current pitch fee of £255.91 per month reviewed on 1 January 2023.
88. The Tribunal decided that it should make a direction under section 231A of the Housing Act 2004 for the Respondent to pay the pitch fee arrears of £599.28 by 6 March 2026.

### **Judge JR Morris**

### **APPENDIX 1 - RIGHTS OF APPEAL**

1. If a party wishes to appeal the 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.
2. 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.
3. 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.

4. 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.

## **APPENDIX 2 – THE LAW**

### **Appendix 2 – The Law**

1. Section 2 of the Mobile Homes Act 1983 (“the Act”) provides that the terms of Part 1 of Schedule 1 to the Act shall be implied and shall have effect notwithstanding the express terms of the Agreement. Paragraphs 16 to 20 of Chapter 2 of Schedule 1 to the Act were introduced by the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006. The relevant provisions of the legislation that apply to this decision given the issues raised are as follows:

2. Paragraph 16 provides:

*The pitch fee can only be changed in accordance with paragraph 17, either—*

- (a) *with the agreement of the occupier, or*
- (b) *if the court, 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.*

3. Paragraph 17 provides:

- (1) *The pitch fee shall be reviewed annually as at the review date.*
- (2) *At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.*
- (2A) *In the case of a protected site in England, a notice under subparagraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.*
- (3) *If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.*
- (4) *If the occupier does not agree to the proposed new pitch fee—*
  - (a) *the owner or (in the case of a protected site in England) the occupier may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;*
  - (b) *the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the*

- occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and*
- (c) *the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28<sup>th</sup> day after the date on which the new pitch fee is agreed or the 28<sup>th</sup> day after the date of the court order determining the amount of the new pitch fee.*

- (5) *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.*

Sub- Paragraphs (6) to 10 are not applicable to this case

- (11) *Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—*
  - (a) *a notice under sub-paragraph (2) or (6)(b) was of no effect because of sub-paragraph (2A) or (6A), but*
  - (b) *the occupier nonetheless paid the owner the pitch fee proposed in the notice.*
- (12) *The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—*
  - (a) *the amount which the occupier was required to pay the owner for the period in question, and*
  - (b) *the amount which the occupier has paid the owner for that period.*

4. Paragraph 18 provides:

- (1) *When determining the amount of the new pitch fee particular regard must be had to –*
  - (a) *any sums expended by the owner since the last review date on improvements-*
    - (i) *which are for the benefit of the occupiers of mobile homes on the protected site;*
    - (ii) *which were the subject of consultation in accordance with paragraphs 22(f) and (g); and*
    - (iii) *to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court [tribunal] on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;*
  - (aa) *in the case of a protected site in England, 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 since the date on which this paragraph came into force [26<sup>th</sup> May 2013] (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);*

- (ab) *in the case of a protected site in England, 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 (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this subparagraph);*
  - (b) ...
  - (ba) *in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date;*
- (1A) *But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013*

5. Paragraph 20 provides that:

- (A1) *In the case of a protected site in England, 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 no more than any percentage increase or decrease in the consumer prices index calculated by reference only to—*
- (a) *the latest index, and*
  - (b) *the index published for the month which was 12 months before that to which the latest index relates.*
- (A2) *In sub-paragraph (A1), “the latest index”—*
- (a) *in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;*
  - (b) *in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2)*

6. Section 231A of the Housing Act 2004 provides:

*Additional Powers of First-tier Tribunal and Upper Tribunal*

- (1) *The First-tier Tribunal and Upper Tribunal exercising any jurisdiction conferred by or under the Caravan Sites and Control of Development Act 1960, the Mobile Homes Act 1983, the Housing Act 1985 or this Act has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2).*
- (2) *The tribunal’s general power is a power to give such directions as the tribunal considers necessary or desirable for securing the just,*

*expeditious and economical disposal of the proceedings or any issue in or in connection with them.*

(3) *When exercising jurisdiction under this Act, the directions which may be given by the tribunal under its general power include (where appropriate)—*

- (a) *directions requiring a licence to be granted under Part 2 or 3 of this Act;*
- (b) *directions requiring any licence so granted to contain such terms as are specified in the directions;*
- (c) *directions requiring any order made under Part 4 of this Act to contain such terms as are so specified;*
- (d) *directions that any building or part of a building so specified is to be treated as if an HMO declaration had been served in respect of it on such date as is so specified (and such a direction is to be an excluded decision for the purposes of section 11(1) and 13(1) of the Tribunals, Courts and Enforcement Act 2007);*
- (e) *directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise.*

(3A) ...

(4) *When exercising jurisdiction under the Mobile Homes Act 1983, the directions which may be given by the tribunal under its general power include (where appropriate)—*

- (a) *directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;*
- (b) *directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be paid in such manner and by such date as may be specified in the directions;*
- (c) *directions requiring cleaning, repairs, restoration, re-positioning or other works to be carried out in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions;*
- (d) *directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.*

7. In the case of *Away Resorts Ltd v Morgan* [2018] UKUT 123 (LC) the Upper Tribunal confirmed that the powers granted by s231A(4)(a) of the Housing Act 2004, are broad and designed to allow proceedings to be disposed of. They are not merely limited to procedural directions and can include orders akin to injunctive relief.