



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

|                            |   |                                                                                           |
|----------------------------|---|-------------------------------------------------------------------------------------------|
| <b>Case reference</b>      | : | <b>CAM/12UE/PHI/2025/0684, 0685<br/>and 0686</b>                                          |
| <b>Site</b>                | : | <b>St Ives Park, Needingworth Road,<br/>St Ives, PE27 5NT</b>                             |
| <b>Park home addresses</b> | : | <b>12, 37 and 40 Brookway, St Ives<br/>Park, Needingworth Road, St Ives,<br/>PE27 5NT</b> |
| <b>Applicant</b>           | : | <b>The Berkeley Leisure Group Ltd</b>                                                     |
| <b>Respondents</b>         | : | <b>The owners of the park homes<br/>identified above</b>                                  |
| <b>Tribunal member(s)</b>  | : | <b>Mary Hardman FRICS IRRV(Hons)<br/>Roland Thomas MRICS</b>                              |
| <b>Date</b>                | : | <b>5 January 2026</b>                                                                     |

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**DECISION**

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**Decisions of the tribunal**

The tribunal considers it reasonable for the relevant pitch fees to be changed and orders that the amounts of the new monthly pitch fees payable by the Respondents from 1 January 2025 :

12 Brookway - £149.88 per month  
37 Brookway - £144.03 per month  
40 Brookway - £138.24 per month

**Reasons**

**Procedural history**

1. A Pitch Fee Review Notice with the prescribed form proposing a new pitch fee and dated 21 November 2024 was served on each Respondent. This proposed to increase the pitch fee by an amount which the Applicant says represents an adjustment in line with the relevant Consumer Price Index ("CPI") of 2.3%. This being the annual percentage

change for October 2024. The Respondent did not dispute the calculation of the new pitch fee.

2. The review date in the agreement is 1 January each year.
3. The pitch fee included a recoverable cost of £0.32 in respect of the Local Authority Licensing Charge ( $\text{£}367.00 \div 95 \text{ Homes} = \text{£}0.32 \text{ per month per Home}$ )
4. The Respondents did not agree to the increase and cases were referred to the First-tier Tribunal Property Chamber (Residential Property) (“FTT”) under paragraph 16 of the terms implied into the relevant pitch agreements by Chapter 2 of Part I of Schedule 1 to the Mobile Homes Act 1983 (the “**Implied Terms**”) to determine the pitch fees payable for 12, 37 and 40 Brookway
5. On 24 July 2025, the Legal Officer gave case management directions in relation to the Respondents’ property. These required the Respondents to send to the Applicant and the Tribunal by 14 August 2025 the reply form and a statement of case explaining why agreement could not be reached on the proposed increase of the pitch fee. If reliance was placed on any of the matters in paragraph 18(1) of Chapter 2 of Part 1, 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.
6. Each respondent returned the reply form with two respondents sending submissions as to why agreement could not be reached on the pitch fee increase.
7. Notwithstanding that the Applicant made separate applications in respect of each Respondent, as the objections to the proposed increased pitch fee were generally common to all the Respondents, the Tribunal decided to make a determination in respect of all the applications in a single judgement.
8. In compliance with the Directions the Applicant provided a statement supported by two witness statement from Mr Stephen Drew, Director of the Applicant company in response to the issues raised by the Respondents, one dated 31 July 2025 and a further statement dated 12 September 2025. He had also written to the Respondents on 11 September 2025 in respect of their objections and those letters were included in the bundle
9. A further letter from Mrs Lombard, dated 8 October 2025, in response to his letter of 11 September 2025, which was send only to Mr Drew, was provided to the Tribunal by Mr Drew on Friday 12 December and was admitted .

## Pitch fees - law

10. Under paragraph 22 of the Implied Terms, the owner shall (amongst other things) maintain in a clean and tidy condition those parts of the site, including access ways, which are not the responsibility of any occupier of a mobile home stationed on the site. Similarly, the express terms of the relevant pitch agreements require the owner to maintain such parts of the park in a good state of repair and condition.
11. Under paragraph 29 of the Implied Terms, “pitch fee” means (with emphasis added): *“the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts...”*.
12. When determining the amount of a new pitch fee, particular regard shall be had to the matters set out in paragraph 18(1) of the Implied Terms. These include sums spent on particular types of improvement (a), any relevant deterioration in the condition, and any relevant decrease in the amenity, of the site (aa), any relevant reduction in the services that the owner supplies to the site, pitch or mobile home, and any relevant deterioration in the quality of those services (ab).
13. In Wyldecrest Parks (Management) Ltd v Kenyon & Ors [2017] UKUT 28 (LC), the Deputy President reviewed earlier decisions and observed at [47] that the effect of the implied terms for pitch fee review can be “summarised 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.”*

## **Inspection**

14. The tribunal inspected the site on the morning of Monday 15 December 2025. They were accompanied by Mr Mooring, the site manager, Mr Drew, Director for the Applicant, Mrs Lombard (12 Brookway), Mr Legg (37 Brookway) and Mr Lee (40 Brookway).
15. The tribunal found the site to be relatively compact but well laid out with 93 pitches. Many of the homes are well established with a small number of new homes. One home was in a poor state of repair but was due to be removed from site shortly after the inspection date.
16. Roads were generally in reasonable condition with some small areas of cracking to the tarmac.
17. Some pitches have on-pitch car parking and there are car parking areas available on site – both for residents and visitors.
18. There are also a number of lock up garages on the site which form separate agreements with those park home owners who rent them from the Respondent.

## **The hearing**

19. The hearing took place at Cambridge Magistrates’ Court. The Applicant site owner was represented by Mr Drew. The Respondents did not appear.

## **Submissions**

20. A number of submissions and arguments were made by the parties. The Tribunal does not attempt to capture them all and it should not be assumed that the Tribunal has ignored any submissions not referenced in this decision or that it has left them out of account. This Decision seeks to focus on the main issues. At the hearing the tribunal took note of these submissions and Mr Drew for the Applicant proved an oral response.

## **Respondent's submissions and Applicants response**

### 21. i) Lighting

The light outside 14 Willow Way had been repaired after many months but there were still patches where it was too dark. There are no footpaths, so residents must walk on the roads and need good lighting to prevent falls.

Mr Drew for the Applicant said that the reason the light at 14 Willow Way had been out of order for a period was that the issue was with the cabling, which was not within the control of Berkeley Homes. It was now working and lighting was being updated with LED units which were cheaper to run and gave more constant light. The company recognised that in some places the single LED units were not sufficiently bright and were replacing them with double units.

### ii) Roads and Paving Stones

The Respondents submitted that the whole road system needed work, and that the road was uneven and cracked in places. There were no kerb stones in many places and no clear border between the gardens and the road, meaning tarmac encroached on the gardens. Mr Lee (40 Brookway) submitted that this was an issue for 25 Brookway.

There were problems with the camber on parts of the site meaning that rainwater tended to puddle opposite the lock up garages and the roads were not cambered to the soakaways.

Mr Drew submitted that the company estate team prepare a monthly action list for roads that require attention and prioritise the work required. The cracking in the roads on the site would be regarded as minor cracking and would not be attended to unless it became a major trip hazard. This was generally by a visual assessment. He did not accept that the condition of the road alongside 25 Brookway would affect 40 Brookway. They were aware of the issue with the camber.

### iii) Electric Boxes

The Respondents submitted that it had taken years for the electric boxes to be replaced. The site owner had started to replace the worst ones with plans to do more but all of them needed updating and should not be placed in front gardens

Mr Drew said that there remained 16 to be renewed which would happen in early 2026 as part of a programme of replacement. All boxes were electrically tested every 2 years to ensure that they remained safe.

#### iv) Gardens

The Respondents said that some of the gardens were falling into the ditch that runs behind some of the park homes. The ditch needed buttressing in a way that would protect residents, strengthen the ditch and help with flood control. The tribunal established that the park homes belonging to the Respondents did not back onto the ditch.

Mr Drew said that the area manager would look at the gardens abutting the ditch, but the water course was not the responsibility of Berkeleyparks. The issue was being monitored, and it did not affect any of the Respondents' pitches.

#### v) Trees

The Respondents said that there had been an issue with one park home (not one belonging to the Respondents) where a large unstable tree had shed two branches, one of which had fallen into the garden. Also, the trees to the front of the park were a danger to residents and the public. They were not on Berkeley land, but they felt that Berkeley had a duty of care to residents and the site manager had been fighting for months to get attention to the trees.

Mr Drew for the Applicant said that the condition of the trees was outside the control of Berkeleyparks and the business had no right to attend to them. They carried out 5 yearly inspections of trees on their land. They had contacted a tree surgeon in respect of the tree to the rear of 3 and 5 Brookway.

#### vi) Residents' car park

The Respondents said that there were no bay markings to one of the car parks from a time when it was resurfaced.

The Applicant said that this was historic.

### **Determination**

22. The Tribunal has had regard to all the matters raised in the submissions by both parties.
23. It must take into account any deterioration in the condition, any decrease in the amenity and reduction in services, either since the *since that paragraph came into force (2013)* "in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph.

24. There have been determinations of the pitch fee by this tribunal for 37 Brookway and 40 Brookway for 2022 and for 2023. Similar issues were raised to those submitted for this pitch fee determination.
25. Therefore, in respect of 37 and 40 Brookway the Tribunal is required only to consider any adverse changes since 2023. In respect of 12 Brookway the period is not so limited.
26. The tribunal considered all aspects raised by the Respondents and the response of the Applicant. The tribunal does not find that there is sufficient evidence to persuade them that there has been a deterioration in condition either since May 2013 nor since the tribunal determination in 2023 at which some of these issues were considered, or if so, sufficient deterioration to displace the assumption of an increase in the pitch fee in line with CPI.
27. The tribunal considers it reasonable for the relevant pitch fees to be changed and orders that the amounts of the new monthly pitch fees payable by the Respondents from 1 January 2025
  - 12 Brookway - £149.88 per month
  - 37 Brookway - £144.03 per month
  - 40 Brookway - £138.24 per month

Mary Hardman FRICS IRRV(Hons)

5 January 2026

### **Rights of appeal**

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).