



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

Case Reference	: HAV/00HE/PHC/2025/0610
Property	: 2 Ash Grove, Dolbeare Court, Landrake, Saltash, Cornwall, PL12 5FL .
Applicant	: Regency Living AR (Dolbeare Park) Limited.
Representative	: Richard Palmer (Area Manager).
Respondent	: Graham Godfrey and Jane Susan Godfrey.
Representative	: Andrew Godfrey.
Type of Application	: Any question arising under section 4 Mobile Homes Act 1983 (as amended) (the MHA).
Tribunal Members	: Judge C A Rai Johann Reichel MRICS Michael Jenkinson
Date type and venue of Hearing	: 14 January 2026. Oral Hearing. St Catherine House, 5 Notte Street, Plymouth Devon PL1 2TT.
Date of Decision	: 16 January 2026.

DECISION

1. The Tribunal declines to make any of the orders sought by the Applicant.
2. The Tribunal directs that the parties reach an agreement with regard to the remedy of the two breaches admitted by the Respondent.
3. If the parties fail to reach an agreement on or before the **31 August 2026** either or both may apply to this Tribunal for further directions.

Background

4. The Application to the Tribunal, dated 18 June 2025, was made by Richard Palmer, Area Manager of Dolbeare Park, Landrake, Saltash, Cornwall, PL12 5AF (the Park).
5. In the Application Mr Palmer stated “Mr and Mrs Godfrey have their son living in the Property which the Mobile Homes Act does not allow. We believe that he may also be under 45 years of age. Andrew the son has had altercations with neighbours on several occasions and had nuisance complaints. CCTV recording light (outside on) and the smoking of cannabis (sic).”
6. The current Park owner is Regency Living AR (Dolbeare Park) Limited. Mr Palmer told the Tribunal that he is the Area Manager and was appointed in August 2024.
7. The Respondent is the occupier of the mobile home on the Property. Andrew Godfrey is also currently an occupant of that home.
8. The Tribunal issued Directions dated 6 October 2025, in which it recorded (amongst other things) that the Applicant had not provided a copy of the Written Statement, and a determination would only be made following an oral hearing.
9. The parties were directed to exchange statements, with copies of all the documents on which they relied, and the Applicant was directed that it could reply to any response received from the Respondent to its application. Thereafter it was tasked to prepare and circulate a hearing bundle, which included all relevant documents, to the parties and the Tribunal by 1 December 2025.
10. The Tribunal received the hearing bundle, but nothing from the Respondent. In an email dated 24 November 2025, the Applicant suggested that the Tribunal note the Respondent’s non-compliance and refuse to accept late evidence and/or determine the application on the basis of the evidence already filed, or issue an unless order if appropriate, but it omitted to make the necessary case management application.
11. Subsequently, the Tribunal was made aware that it had been provided with an invalid email address for the Respondent, by the Applicant so it resent all the correspondence which had previously been sent to the Respondent on 26 November 2025 using the valid email address.
12. A response to the Application was received by email from the Respondent by the Tribunal on 9 January 2025, but without the attachment to which it referred. The email stated that Mrs Godfrey had attempted to reply to the Tribunal on 2 December 2025 but was unaware that her response had not been received by the Tribunal. A response from the Respondent was received by the Tribunal on 13 January 2026.

13. The Tribunal has received a hearing bundle (66 pages) and a statement from the Respondent (4 pages) the latter received on the day before the hearing. It only became apparent to the Tribunal at the beginning of the hearing that the Respondent's statement had not been shared with the Applicant.
14. References to numbers in [] are to pages in that bundle. The Applicant was supplied with a paper copy of the Respondent's statement at the hearing and copies of three photographs and an undated letter from Chelsey Le Fevre, the content of which matched the letter dated 21 May 2005 in the bundle [19].
15. The Tribunal has not identified all of the evidence of which it has taken account in reaching its findings of fact nor has it elaborated at length on its conclusions on legal issues. The reasons given for its decision are intended to be proportionate to both the resources of the Tribunal and the complexity of the disputed issues.

The Hearing

16. The Applicant was represented by Mr Palmer and Sharon Reach, Operations Manager. Andrew Godfrey, the Respondent's son, spoke for the Respondent assisted by Jane Godfrey and Graham Godfrey.
17. Following introductions the hearing was adjourned for approximately fifteen minutes to enable the Applicant to consider the content of the Respondent's statement and the three photographs provided.
18. Mr Palmer had listed the alleged breaches of the written statement which regulated the Respondent's occupation of 2 Ash Grove in his witness statement [15]. The statement referred to a notice of breach issued in January 2024, concerning the presence of a commercial vehicle and reports of a third occupier residing at the home. It said that a further notice of breach was issued in April 2025.
19. The Bundle contains copies of four letters sent by the Applicant to the Respondent. The dates on the copy letters in the bundle are 27.01.2024 (Steve Miller (Park Supervisor) to Respondent); 28.01.2025 (Richard Palmer to Respondent); 25.04.25 (Steve Miller to Respondent) and 21.05.2025 (Chelsey LeFevre to Respondent). However, Mr Palmer, when asked why there was a delay of a year between the first two letters, stated that the first letter was sent on 27.01.**2025**. He said that the copy of the letter in the bundle shows the wrong date. The dates referred to in his statement are at odds with his explanation but consistent with the date of his appointment (disclosed during the hearing).
20. In his statement Mr Palmer referred to:-
 - a. Breach of the Written Agreement – Occupancy,
 - b. Breach of the Park Rules – Commercial Vehicle,
 - c. Additional Breaches and Park Rule concerns and
 - d. Waste Area Incident 29 September 2025.

Separately he referred to complaints having “been received continuously from neighbouring homeowners about the conduct of the occupiers of 2 Ash Grove”. Finally, he said that a resident (whose identity was not disclosed) had emailed the Respondent on 5 June 2025 raising issues of antisocial behaviour commercial vehicle use, intrusive cameras, tools of trade and a third person living permanently in the home. He stated that this correspondence demonstrated the ongoing nuisance affecting neighbours.

21. Questioning by the Tribunal led Mr Palmer to confirm that the only residents of the Park who had complained about the Respondents to Mr Palmer are the occupiers of the adjacent pitches on either side, 1 and 3 Ash Grove. No emails or written complaints from these occupiers or any other Park residents are included in the bundle.
22. Mr Palmer told the Tribunal that this was because Mr & Mrs Harper and Mr & Mrs Smith, the occupiers of 1 and 3 Ash Grove, would not consent to disclosure of any written correspondence with the Applicant to the tribunal and were unwilling to either attend the hearing or repeat or give any further evidence of the allegations both have made.
23. The Tribunal stated that it therefore concluded that the majority of these allegations on which the Applicant has relied had been made verbally. Mr Palmer said that complaints have also been made by or on behalf of the Resident’s Association. He admitted that these primarily related to the presence of the commercial vehicle on the Park, motivated he said, by other residents who felt it was unfair to them that the commercial vehicle was regularly kept on the Respondent’s pitch when they are unable to bring or keep a commercial vehicle on the Park.
24. The parties agreed that the Respondent’s outside light is not a sensor light. It is a 60 watts light located in the porch. It has regularly been kept on all night by the Respondent, but the beam cannot be “triggered” as alleged by the Applicant. The photographs provided by the Respondent with their statement, show a bright light outside 1 Ash Grove and two lights outside 3 Ash Grove. It was not disputed that both of these are sensor lights. One of the photographs shows a brightly lit park lamppost outside 3 Ash Grove. Mr Palmer confirmed that it remains on all night. A video camera located inside 2 Ash Grove was said to be “trained” on the lower part of the commercial van located outside.
25. The Respondent said that the video camera is necessary because multiple punctures of his vehicle’s tyres had occurred, which Andrew Godfrey believed have been caused by the screws which he has regularly found on, or in the vicinity of the ground on which the vehicle has been parked. It was implied by Mr Godfrey that the presence of the camera is an effective deterrent from third party interference with his commercial vehicle.
26. In response to a direct question from the Tribunal as to what the Applicant wanted Mr Palmer said the residents of the Park “want a peaceful life”.

27. Mr Palmer explained that, following the acquisition of the Park by the Applicant, the regime of management had changed. The Respondent's written agreement is dated 26 April 2021. Mr Palmer assumed his current position in August 2024, since when, he said, "a new management regime has come into play". He believed that the history of the dispute is relevant and acknowledged that he should have both referred to and disclosed this in the Application.
28. When asked by a member of the Tribunal if complaints against other occupiers had been made to the Applicant Mr Palmer said that the Respondent has complained about the occupiers of 1 and 3 Ash Grove. He said he had followed up on those complaints, but he had not supplied any written evidence which confirmed this. He did not disclose whether he has taken any action in addressing those complaints.

The Respondent's case

29. Mr Andrew Godfrey asked why Mr Palmer had not referred to the alleged use of cannabis during the hearing when he had specifically referred to this in the Application. He told the Tribunal how upsetting the false accusation had been. He said that he has passed three drug tests, two required by his employers and another undertaken following an anonymous complaint made to the police about his vehicle which resulted in him being stopped and drug tested.
30. Mr Godfrey conceded that the occupation agreement has been breached in relation to the number of occupiers at 2 Ash Grove and by his bringing his commercial vehicle onto the Park. He explained to the Tribunal that he had been living with his parents because he was saving for a deposit to enable him to buy his own home. He said that it has been very difficult for him to find a flat. He expressed a desire and a willingness to leave the Park within the next twelve months. He said that he had no alternative but to monitor his vehicle at night because of persistent damage which had randomly but regularly occurred whilst it has been parked on the Park.
31. Mr Godfrey said that he is also aware that other residents have installed 24 hour security lights and external video cameras but have not been subjected to the same "regulation and harassment" by the Applicant as the Respondent.
32. Mrs Godfrey told the Tribunal that the dispute has caused and/or contributed to her poor health. She said she is keen to leave the Park but hitherto had been unable to find a buyer for their home.
33. It was also disclosed that for a period of approximately one year prior to the Park being acquired by the Applicant, Mr Andrew Godfrey and his girlfriend had been the sole occupants of 2 Ash Grove. Mr Godfrey said that during that period he had received accusations of loading and unloading his van. He suggested that such loading and unloading did not constitute "commercial use" of the home. He also said he was also threatened by Mr Miller.

34. Mr Godfrey suggested that Mr Palmer had discussed the complaints made by the occupiers of 1 and 3 Ash Grove with his parents and told them not to worry. He said that he is aware of other security cameras fixed to the outside of other park homes, which he believed had been installed following incidents of criminal damage. He did not indicate whether or not he knew who was responsible for causing such damage but stated that it had occurred.
35. Mr Godfrey said that the Applicant has never apologised to the Respondent or attempted to retract invalid complaints, including an accusation made in relation to rubbish in the garden which “rubbish” was later identified, as acknowledged by Mr Palmer, to be a garden shed and the related packaging, or the false accusations relating to drug use and the suggestion that he is too young to occupy a home on the Park.

The Law

36. Section 4 of the MHA gives the tribunal jurisdiction to determine any question arising under the Act or any agreement to which it applies and to entertain proceedings brought under it, subject to subsections (2) to (6).
37. Subsection (3) gives jurisdiction to determine any question arising by virtue of specified paragraphs in Chapter 2 and 4 of the Schedule to the MHA to the court (not a tribunal). The tribunal **does not have jurisdiction to deal with applications made by an owner to terminate a written agreement**. Chapter 2 applies to specific types of sites which include the Park.
38. Section 231A of the Housing Act 2004 gives the tribunal, in addition to any specific powers in the MHA, the general power mentioned in subsection (2) which 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. Subsection (4) states that when exercising jurisdiction under the MHA, the directions which may be given by the tribunal under its general power include (where appropriate):-
 - (a) directions requiring the payment of money compensation or damages.
 - (b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees.
 - (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.

Reasons for the Decision

39. Having heard from both parties and considered the written statements supplied to the Tribunal before the hearing, the Tribunal finds that the content of the Application and the reasons given for making it, in the statement made on behalf of the Applicant by Richard Palmer contain inaccuracies and conclusions apparently based on unsubstantiated evidence.
40. The application form referred to allegations made by unnamed Park occupiers who were not prepared to attend the hearing or submit their names, give evidence or make statements. It also referred to dates, later acknowledged by the Applicant to be incorrect.
41. The Tribunal referred Mr Palmer to the inaccuracies it had identified during the hearing, and he conceded that both the Application and his statement could have been drafted better.
42. Taking all of this into account and having regard to the admission made by the Applicant that all the complaints listed were initially made by the occupiers of the two adjoining pitches 1 and 3 Ash Grove, the Tribunal has decided that it would be both unjust and at odds with its overriding objective, to place any reliance on those parts of the Applicant's statement which refer to third party complaints.
43. In reaching that decision it has considered what it was told by Mr Palmer about the potential consequences of the Resident's Association complaint about the regular presence of Mr Godfrey's commercial vehicle on the Park but noted that despite this he omitted to include any corroborating evidence in the Applicant's submissions.
44. The Tribunal heard no evidence with regard to any use of restricted areas of the Park for any purpose. Neither is this referred to in the hearing bundle. Following consideration of the written and verbal submissions, the Tribunal has not identified other breaches of either the rules or the written agreement.
45. The Tribunal also concluded that the Applicant has not taken an even-handed approach with regard to potential breaches of Park Rules by other occupiers particularly with regard to the installation and operation of external lighting and video cameras.
46. Mr Palmer confirmed, during the hearing, that the Applicant had not made this application as a prelude to an application for termination of the written agreement. He said this notwithstanding that he had previously referred in his letter to the Respondent dated 28 January 2025, to the Applicant not having an option other than "to apply to the First Tier Tribunal to seek a termination that your son must vacate the property" [23].
47. As already explained, this tribunal has no jurisdiction to deal with an application for termination of the written agreement. Neither does it have jurisdiction to make an order that the Respondent's son cease to live in their home.

48. The Respondent admitted that he has breached the limitation on the number of occupiers of the home permitted by the written agreement and that he is also in breach of the park rule which prevents commercial vehicles being kept on the Park. Those admissions, made verbally by Andrew Godefroy, are noted by the Tribunal.
49. The Tribunal declines to make an order regarding the cessation of residence by any party currently in occupation of 2 Ash Grove.
50. The Tribunal declines to make order with regard to the parking of a commercial vehicle within the Park.
51. The Tribunal declines to make an order regarding compliance by the Respondent with the Park Rules.
52. The Tribunal directs the parties to come to an agreement with regard to the remedy of the two breaches identified in paragraph 48 above on or before the **31 August 2026**. If the parties fail to reach agreement by the stated date either, or both, may apply to this Tribunal for further directions.

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application 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. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
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.