



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

Case Reference : **CAM/00MB/PHC/2024/0603**

HMCTS : **Inspection & CVP Hearing**

Site : **Three Star Park, Bedford Road, Lower Stondon,
Bedfordshire SG16 6DY**

Park Home Address : **116 Three Star Park**

Applicants : **Tingdene Parks Limited**

Respondent : **Mr Andrew Bradford**

Type of Application : **To determine a question arising under the
Mobile Homes Act 1983 or an agreement to
which it applies – section 4 Mobile Homes Act
1983 as amended (“the Act”)**

Tribunal Members : **Judge JR Morris
Regional Surveyor M Hardman FRICS
IRRV(Hons)**

Date of Application : **2 August 2024**

Date of Directions : **20 March 2025**

Date of Inspection : **28 July 2025**

Date of Hearing : **29 July 2025**

Date of Decision : **29 July 2025**

DECISION

Decision

1. The Tribunal determines that the Respondent is in breach of paragraph 3a) of Part IV of the Express Terms of the Written Statement of Agreement being in arrears of pitch fees in the sum of £4,262.42.
2. The Tribunal determines that the Respondent is in breach of paragraph 3b) of Part IV of the Express Terms of the Written Statement Agreement being in arrears of electricity charges in the sum of £2,601.43.

3. The Tribunal directs under the Housing Act 2004 section 230(5A) that the Respondent pays:
 - a) the pitch fee arrears of £4,262.42, and
 - b) the arrears of electricity charges of £2,601.43within 28 days after the Tribunal sends this decision.
4. The Tribunal determines that the Respondent is not in breach of paragraph 3(f) of Part IV of the Express Terms of the Written Statement of Agreement by failing to keep his pitch in a neat and tidy condition and the Tribunal makes no direction.
5. The Tribunal determines that the Respondent is not in breach of paragraph (j) Part IV of the Express Terms of the Written Statement of Agreement being in breach of Rule 7(d) of the Park Rules by keeping untaxed motor cars on the Park and the Tribunal makes no direction.

Reasons

Application

6. The Applicant made an Application to the Tribunal, on 2 August 2024 under Section 4 of the Mobile Homes Act 1983 (as amended) which enables an application by an Occupier of a Park Mobile Home or a Park Mobile Home Site Owner to be made to a Residential Property Tribunal for a determination of any question arising under the Mobile Homes Act 1983 or agreement to which it applies.
7. This Application is made by the Site Owner who alleges that the Respondent Occupier is in breach of:

Part IV of the Express Terms of the Agreement

Occupier's Undertakings Paragraph 3

The Occupier undertakes with the Owner as follows:

To pay pitch fee

- (a) To pay to the owner an annual pitch fee ... subject to review as hereinafter provided

To pay outgoings

- (b) To pay and discharge all general and/or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch (and/or a proportionate part thereof where the same are assessed in respect of the residential park) and charges in respect of electricity, gas, water telephone and other services

To maintain pitch

- (f) To keep the pitch and all fences, sheds, outbuildings, and gardens thereon in a neat and tidy condition

To comply with park rules

- (j) To comply with the park rules from time to time in force

Park Rules

7 Vehicles

- (d) Vehicles must be taxed and insured as required by Law and drivers must hold a current driving licence and insurance to drive

8. The Applicant seeks the following:

1. A determination that the Respondent is in breach of paragraph 3a) of Part IV of the Express Terms of the Written Statement of Agreement being in arrears of pitch fees.
2. A determination that the Respondent is in breach of paragraph 3b) of Part IV of the Express Terms of the Written Statement Agreement being in arrears of electricity charges.
3. A direction under the Housing Act 2004 section 230(5A) that the Respondent pays the arrears within 28 days or such other period as the Tribunal considers appropriate.
4. A determination that the Respondent is in breach of paragraph 3(f) of Part IV of the Express Terms of the Written Statement of Agreement by failing to keep his pitch in a neat and tidy condition.
5. A direction under the Housing Act 2004 section 230(5A) that the Respondent is to carry out works within 28 days of the date of the decision to put the garden of the pitch at 116 Three Star Park in a tidy condition;
6. A determination that the Respondent is in breach of paragraph (j) Part IV of the Express Terms of the Written Statement of Agreement being in breach of Rule 7(d) of the Park Rules by keeping untaxed motor cars on the Park.
7. A direction under the Housing Act 2004 section 230(5A) that the Respondent shall take such steps as are necessary within 28 days of the date of the decision to remove all untaxed vehicles of his from the Park, and to ensure that he or anyone on his behalf no longer parks and/or permits to remain parked, any untaxed vehicles (including but not limited to motor car registration number PJ13YOW) on Three Star Park, Bedford Road, Lower Stondon, Bedfordshire.

9. Directions were issued on 20 March 2025.

10. The Applicant complied with Directions and provided a copy of the Respondent's Written Statement of Agreement. The Park Home occupying pitch 116 was originally purchased by Mr N C Jackson who entered the Written Statement of Agreement on 20th May 1983, Mr Binks being the Site Owner at that time. On an unknown date, the Third Schedule of the Written Statement of Agreement shows the Home was sold and the pitch was assigned to Mr Sidney Ralph Crockford. The Site was subsequently acquired by the Applicant on 23 December 2009. Mr Crockford's Executor, Kim Stevens, and the Respondent served a completed notice of proposed sale of the Home on the Applicant (Copy of Schedule 2 Notice of Proposed Sale

provided). The pitch was assigned to the Respondent by Kim Stevens on 12 September 2022 (Copy of Schedule 4 Assignment Form provided) and the Notice of Assignment Form was also completed on 12 September 2022 and served on the Applicant (Copy of Schedule 5 Notice of Assignment Form provided).

Inspection

11. The Tribunal inspected the Site on 28 July 2025 in the presence of the Site Manager, Mr David Smith. Access to the Site is off Bedford Road (A600) in Lower Stondon. The main Site road forms a square around the Site with another road dividing the square in the middle, roughly north to south. To the east of the middle road is the Site Office. There are two Site roads extending from the south eastern corner of the square, which is the newer part of the development. These roads meet with a pedestrian path through the recreation area which has a pond. Off these Site roads are approximately 176 pitches. Most of the pitches have car parking on the pitch. For those that do not have car parking on their pitch and for visitors there are three car parks. One near the entrance, another by the Site Office and a third large car park by the recreation area and pond. There are also some garages designated to certain pitches off this car park.
12. There is some variety of styles of mobile home but most of the homes in the older part of the Site are single and positioned end on to the road. These are closer together than those in the newer section, several of which are double. Apart from the car parks, roads, recreation area and a few small grassed areas the Site is entirely comprised of pitches, the maintenance of which is the responsibility of the Occupiers. The Site appeared to be well maintained by both Site Owner and Occupiers.
13. The Respondent's pitch is situated on the eastern side of the square formed by the Site roads. The Respondent's Home is set back from the road and there is a timber fence fronting the road. It is a square home with a pitched tile roof and an offset porch extension to the right-hand side. The Home has upvc windows and doors and is clad in upvc planks with upvc soffits, fascia and rainwater goods. There is a brick skirt around the base. To the left of the Home there is a concrete path running from the front of the pitch to the rear. To the right side of this path there is a path to the front door of the Home and adjacent the road there is concrete hardstanding for one vehicle. The area near to the home has loose gravel and the remainder of the front of the pitch is grass. The pitch has a timber boundary fence to the left and rear. To the right of the garden at the rear there is a hedge, otherwise that side is open with a grass area divided between the Respondent's and the neighbouring pitch. On this grassed area are Calor gas containers. The garden at the rear of the home is mostly grass with an area of loose gravel. There are two metal sheds, one larger than the other, and a storage box. There is a drying line.
14. Regarding condition, in the front garden of the pitch there was a upvc front door. In the rear garden there were a couple of garden chairs, a fridge, a lawnmower, a few plastic bags, contents unknown, and a few other items of detritus. Otherwise, it appeared clear.
15. There was no vehicle on the hardstanding.

Hearing

16. A hearing was held on 29 July 2025 which was attended by Mr Stephen Wood representing the Applicant and Mr Ethan Zone a director of the Applicant. The Respondent, Mr Andrew Bradford, did not attend.

Applicant's Case

17. The Applicant provided a written statement of case in accordance with Directions in April 2025 before the inspection and hearing. The statement identified the following issues:
- a) Nonpayment of pitch fees and electricity Charges,
 - b) Failure to keep the Pitch in a neat and tidy condition,
 - c) Keeping untaxed vehicles on the Site.
18. The statement of case was supported by two witness statements dated 7 April 2025 and 8 May 2025 by Mr Stephen Paul Wood who is the Applicant's Legal Counsel. The second witness statement is an update of the first regarding outstanding pitch fees and electricity charges, condition of the pitch and presence of an unlicensed vehicle on the Site.

a) *Nonpayment of pitch fees and electricity Charges*

19. The Applicant said that since purchasing the Home and occupying the Pitch in September 2022. the Respondent has only paid:
£416.56 on 22 November 2022 for the pitch fees and electricity charges for September and October 2022.
£909.79 on 23 February 2023 for pitch fees and electricity charges for December 2022, January 2023, and February 2023.
20. Therefore, all pitch fees, which are paid monthly, and electricity charges are outstanding from 1 March 2023 as follows (copy of the Respondent's Account held by the Applicant was provided):

Pitch Fees

1 March 2023 to 1 April 2024 being 14 months at £146.98 =	£2,057.72
Pitch Fee Review 1 May 2024 to	£152.86
1 May 2024 to 1 April 2025 being 12 months at £152.86 =	£1,834.32
Pitch Fee Review 1 May 2025 to	£157.44
1 May 2025 to 1 July 2025 being 3 months at £157.44 =	£472.32
Total	£4,364.36

Electricity

1 May 2023	£414.65
1 August 2023	£90.62
1 November 2023	£145.37
1 February 2024	£596.61
1 May 2024	£362.71
1 August 2024	£177.49
1 November 2024	£141.76
1 February 2025	£416.19

1 May 2025	£256.03
Total	£2,601.43

21. The Applicant submitted that the Respondent was in breach of paragraph 3 a) and 3 b) of Part IV of the Express Terms of the Written Statement of Agreement being in arrears of pitch fees and electricity charges and sought a Direction for payment of the outstanding amounts.
22. The Applicant said that a Notice to Remedy (copy provided) had been served on the Respondent on 17 May 2024 which:
- Identified his obligation under the Written Statement of Agreement;
 - Informed him of the breach, at that time being pitch fee arrears of £2,210.58 and electricity charges of £1,247.25;
 - Required him to remedy the breach by paying the outstanding sum by 21 June 2024 or provide proposals for payment by instalments.
- The Respondent did not respond.
23. At the hearing Mr Wood brought the reviewed outstanding pitch fees up to date, adding the months of June and July, the Respondent having made no payments other than those stated. Mr Wood said the Applicant felt aggrieved that it appeared Mr Bradford had spent a considerable sum in refurbishing the Home, disposing of discarded fittings in the garden, but had not thought fit to pay the fee for the pitch he was occupying or the electricity which he was using, since 1 March 2023.
24. In answer to the Tribunal's questions Mr Wood inquired of the Applicant's accounts department as to whether Mr Bradford had agreed to the increased pitch fees or whether there had been a determination by a tribunal in respect of the Pitch Fee Reviews of 1 May 2024 and 1 May 2025. It was confirmed that Mr Bradford had not agreed to the increased pitch fee increases nor had there been a tribunal determination in respect of either of the Pitch Fee Reviews of 1 May 2024 or 1 May 2025. Therefore, because on review a pitch fee must be agreed by the Occupier or a determination made by a tribunal, the original pitch fee of £146.98 per month was payable. The revised pitch fee arrears are £4,262.42.

b) *Failure to keep the Pitch in a neat and tidy condition*

25. The Applicant said that as at May 2024 the Respondent's pitch was untidy and rubbish strewn.
26. The Applicant submitted that the Respondent was in breach of paragraph 3 f) of Part IV of the Express Terms of the Written Statement of Agreement by allowing his pitch to fall into an untidy condition.
27. The Applicant said that a Notice to Remedy (copy provided) had been served on the Respondent on 17 May 2024 which:
- Identified his obligation under the Written Statement of Agreement;
 - Informed him of the breach providing 5 photographs taken on 29 March 2024;
 - Required his to remedy the breach by returning it to a tidy condition by 21 June 2024.

The Respondent did not comply with the Notice.

28. The photographs showed that most of the garden was littered with debris which included:
Planks of wood a large quantity of timber of various sizes, panels of hardboard and melamine, a door, curtains, a bath, toilet pan and cistern, a bathroom shower tidy, vinyl flooring, carpet, a window blind, a radiator, a central heating boiler, a fire grate, a refrigerator, sheets of plastic, a plastic box, a builders bucket, buckets, paint black plastic bags filled with unknown items, cardboard boxes that had disintegrated, plastic coat hangers and miscellaneous items which the Tribunal could not identify. As these were on top of one another in a pile there were other items under them which could not be identified. Most if not all the matter seen appeared to have been discarded and therefore waste.
29. At the hearing the Tribunal described what it had found at its inspection the day before, namely, a upvc front door, a couple of garden chairs, a fridge, a lawnmower, a few plastic bags (contents unknown) and a few other items of detritus. The Tribunal suggested that the bags and detritus could be disposed of as part of a single normal local authority bin collection and that the door and fridge under a local authority's large item collection.
30. Mr Wood accepted that the pitch had been cleared up but the door and fridge were out of place and considering the time in which the pitch had been in an untidy state their presence justified a determination of a breach and direction for their removal.

c) *Keeping untaxed vehicles on the Site*

31. The Applicant said that as at May 2024 the Respondent kept two untaxed vehicles on the Site, being:
 - (1) a Vauxhall Astra motor car registration number PJ13YOW; and
 - (2) a Citroen motor car registration number LC628VT.
32. The Applicant submitted that the Respondent was in breach of paragraph 3j) of Part IV of the Express Terms of the Written Statement of Agreement and Park Rule 7 (d) by keeping untaxed vehicles on the Site.
33. The Applicant said that a Notice to Remedy (copy provided) had been served on the Respondent on 17 May 2024 which:
 - Identified the Respondent's obligation under the Written Statement of Agreement and the Park Rules;
 - Informed him of the breach in that
 - (1) a Vauxhall Astra motor car registration number PJ13YOW; and
 - (2) a Citroen motor car registration number LC628VT were on the Site and were unlicensed, providing a photograph of each taken on 29 March 2024;
 - Required the respondent to remedy the breach by taxing them, providing documentary evidence to the Site Owner by 21 June 2024.
34. The Applicant said that the Citroen motor car registration LC62SVT had its last V50 logbook issued on 24th July 2024 and was taxed until 15 July 2025. It was said that

this motor car is no longer on the Site and appears it was disposed of by the Respondent on or around 24th July 2024.

35. Nevertheless, the Applicant said the Vauxhall motor car registration PJ13YOW was at the time of the Application and until recently kept by the Respondent on the Site and the last V50 logbook for motor car registration PJ13YOW was issued on 18 May 2022 and the motor car had been untaxed since 15th September 2023.
36. At the hearing the Tribunal stated that at the inspection the day before Mr Smith, the Site Manager, had confirmed that the Vauxhall Astra motor car registration number PJ13YOW had now also been removed. The Respondent now had a van which was shown to be taxed and insured.
37. At the hearing Mr Wood agreed that the breach had been remedied.

Respondent's Case

38. The Respondent had sent an email to the Tribunal dated 5 May 2025 which the Tribunal forwarded to the Applicant which stated:

Thank you for your recent correspondence. As requested, a date for moving is shown below. All renovations of property will be completed on or before June 15th 2025, and will immediately put on the market thereafter. All monies owed to Tingdene including their commission, will be paid upon the completed sale.

Applicant's Response

39. The Mr Wood said that he had received the Respondent's email on 8 May 2025 from the Tribunal and he had spoken with the Site Manager, Mr David Smith, who visits the site weekly. Mr Smith was not aware of any renovations of the Respondent's mobile home although renovations referred to may be internal. Mr Smith confirmed that on his last visit, last week the outside of the Respondent's pitch had not been tidied.
40. Mr Wood said that the Respondent's email of 5 May 2025 refers to a 'date for moving' stating that he hopes to complete renovations of the property on or before 15 June 2025, after which he will market it. So far as the Applicant is aware, a purchaser has not yet been found, and it appears that the Home is not yet in a condition to be marketed. Even if a purchaser were to be found, sales sometimes take months. The age restrictions on mobile home parks mean that purchasers are not usually first time buyers, and frequently have a property of their own to sell which can involve a chain of buyers and sellers which can prolong the process.
41. The Respondent has not made any payments for the past two years and has failed to make any payments since being sent the Applicant's Bundle and the arrears continue to accrue.
42. At the hearing Mr Wood confirmed the view that payment of the arrears was not imminent and that a determination of a breach and direction for payment should be made.

Tribunal's Decision

Findings

43. The Tribunal took account of all the evidence adduced.
44. In the absence of evidence to the contrary adduced by the Respondent Occupier, the Tribunal accepted the Applicant's account of Mr Bradford's payments and non-payments. It having been confirmed that Mr Bradford had not agreed to the pitch fee increases nor had there been a tribunal determination in respect of either of the Pitch Fee Reviews of 1 May 2024 or 1 May 2025, the original pitch fee of £146.98 per month was payable. The Tribunal found that, the revised pitch fee arrears are £4,262.42. The Tribunal also found that the arrears of electricity charges are £2,601.43.
45. In considering whether to make a direction and what direction to make, the Tribunal noted the conduct of the Respondent regarding non-payment. The Tribunal found that the Respondent had been given ample time to make payment or offer to meet the arrears by instalments but had not taken the opportunity. The Tribunal found that the assurance to repay all that was owed when the Home was sold was not a reasonable offer to set off against the sums outstanding.
46. The Tribunal, having inspected the Respondent's pitch found it to be reasonably tidy. However, having seen the photographs that were attached to the Notice to Remedy of 17 May 2024, the Tribunal understood why the Applicant had applied for a determination of there being a breach. It is appreciated that there remain certain items which the Respondent must remove, namely the fridge and the door, but as stated, these could be removed in a single normal local authority bin collection and that the door and fridge under a local authority's large item collection. Overall, the current condition does not warrant a determination that the Respondent is in breach.
47. The Tribunal agreed that the presence of an untaxed motor car on the Site was a breach of Rule 7 of the Park Rules and hence of paragraph (j) Part IV of the Express Terms of the Written Statement of Agreement. However, it found that any untaxed cars belonging to the Respondent had been removed and therefore any breach had been remedied.

Determination

48. The Tribunal determines that the Respondent is in breach of paragraph 3a) of Part IV of the Express Terms of the Written Statement of Agreement being in arrears of pitch fees in the sum of £4,262.42.
49. The Tribunal determines that the Respondent is in breach of paragraph 3b) of Part IV of the Express Terms of the Written Statement Agreement being in arrears of electricity charges in the sum of £2,601.43.
50. The Tribunal directs under the Housing Act 2004 section 230(5A) that the Respondent pays:

- a) the pitch fee arrears of £4,262.42, and
 - b) the arrears of electricity charges of £2,601.43
- within 28 days or such other period as the Tribunal considers appropriate.

51. The Tribunal determines that the Respondent is not in breach of paragraph 3(f) of Part IV of the Express Terms of the Written Statement of Agreement by failing to keep his pitch in a neat and tidy condition and the Tribunal makes no direction.
52. The Tribunal determines that the Respondent is not in breach of paragraph (j) Part IV of the Express Terms of the Written Statement of Agreement being in breach of Rule 7(d) of the Park Rules by keeping untaxed motor cars on the Park and the Tribunal makes no direction.

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

The Law

1. Section 4 of the Mobile Homes Act 1983 (as amended)
 - (1) In relation to a protected site in England, 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).
 - (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement, which has been entered into before that question arose.
 - (3) In relation to a protected site in England, the court has jurisdiction—
 - (a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and
 - (b) to entertain any proceedings so arising brought under this Act or any such agreement,
subject to subsections (4) to (6).
 - (4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.
 - (5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.

- (6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).

2. 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.

3. 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.