



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

Case Reference	:	BIR/00CQ/PHI/2024/0037
Property	:	21 New Green Park, Wyken Croft, Coventry, CV2 1HR
Applicant	:	Tingdene Estates Limited
Respondent	:	Mr L. Orrick
Type of Application	:	Pitch Fee review under Mobile Homes Act 1983, Schedule 1, Part 1, Chapter 2, para.16
Tribunal Members	:	Mr I.D. Humphries B.Sc.(Est.Man.) FRICS Judge David R. Salter
Date and Venue of Hearing	:	Not Applicable, paper determination
Date of Decision	:	23 October 2025
Date of Issue	:	17 February 2026

DECISION

- 1 The pitch fee is determined at £137.90 (One Hundred and Thirty Seven Pounds Ninety Pence) pcm from 1 April 2024.

REASONS

Introduction

- 2 Mr Orrick is the owner of a park home situated at Plot 21, New Green Park, Wyken Croft, Coventry, CV21HR. He has resided at the park (initially known as Henley Green Caravan Site) since 1974 when his park home was moved to Plot 18 on the park by the then owners, Coventry City Council. The Council subsequently sold the park to Gailey Caravan Co. who carried out some redevelopment and re-sold it to the present owners, Tingdene Estates. Mr Orrick relocated to his current plot, No.21, in around 1986.
- 3 Around 2003, he noticed fine cracks appearing in the concrete base slab supporting his home which he reported to the site manager. Over the following years, the cracks became worse and there is a long history of correspondence between Tingdene and Mr Orrick referring to the cracks and their possible causes and effects. Coventry City Council's Housing Officer inspected and there were reports on 3/12/2014 and 3/3/2015 by a highly qualified structural engineer, Mr Ian Harban, who carried out extensive surveys recording the cracks, excavating trial pits, providing opinions on likely causes and work necessary to remedy the faults. The cracks affect the structural integrity of the slab supporting Mr Orrick's home.
- 4 On 29 February 2024, Tingdene served notice of pitch fee increase on Mr Orrick that would have increased the monthly pitch fee from £137.90 to £143.41. Mr Orrick did not pay the increase. Then, Tingdene made an application to the Tribunal dated 1 May 2024, but received by the Tribunal on 5 June 2024, for determination of a new pitch fee under the Mobile Homes Act 1983, Schedule 1, Part 1, Chapter 2, ('the Implied Terms').
- 5 Directions were issued by a procedural judge that provided, *inter alia*, the Tribunal may undertake an inspection of the site.
- 6 On the date of that inspection, 25 April 2025, the Tribunal noted, in particular, that cracks in the concrete base of Plot 21 were severe with subsidence of 105 mm and gaps between sections of slab that had fallen away extending to over 25 mm, a significant trip hazard. The cracks had not been repaired and remained an issue.
- 7 Following the inspection, the Tribunal's initial deliberations led to a request from the Tribunal for further evidence from the parties. On receipt of that further evidence, the Tribunal reconvened on 23 October 2025 to make its determination based on the totality of the evidence.

The Law

- 8 It is common ground that Mr Orrick holds a Written Statement under the 1983 Act though the actual date of the relevant agreement and review date is disputed. Mr Orrick claims the relevant date to be 1 March but Tingdene claims it to be 1 April each year so that all their reviews would be effective from the same date.
- 9 The level of pitch fee is to be determined by the Tribunal under para.16(b) of the Implied Terms.

Para.20 (A1) of the Implied Terms provides:

'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 retail price 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.'*

Paragraph 18(1) provides:

*'When determining the amount of the new pitch fee **particular regard shall 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(e) and (f); 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) ... 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 [26th May 2013] (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);*
- (ab) ... 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 sub-paragraph);*
- (b) ...*
- (ba) ... 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... 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'

* emphasis added by the Tribunal.

Paragraph 22(c) provides:

*'The owner shall -
be responsible for repairing the base on which the mobile home is stationed ...'*

- 10 On an application, the Tribunal must determine whether a change in pitch fee is reasonable and if so, the level of the new pitch fee.

Facts Found

- 11 The mobile home is a 'Stately Albion' 40 ft. x 10 ft. constructed with a steel subframe supporting a timber superstructure. It has wheels and is designed to be mobile although it has been stationed on Plot 21 for many years. It is supported by a concrete slab which has been extended at the rear, because the slab was originally designed for a shorter home and had to be extended when Mr Orrick's home was brought to Plot 21 from Plot 18.
- 12 The plot is roughly level at the end nearest the road through the park, but at the other end, it slopes gently downhill to a brook following the line of the back boundary of the park. There are three trees on the land between the park home and the brook; a Cherry 6.0 m from the corner of Mr Orrick's home, a Mountain Ash at 3.0 m and Hawthorn at 1.5 m which are understood to have been planted by the Site Owner to comply with planning conditions.
- 13 In addition to the cracks in the concrete base slab referred to in the Introduction, there is extensive cracking to paths to the left, right and rear of the home where sections of the extended base had subsided, leaving sections at sloping angles with gaps between and drops of up to 50 mm in places between the slabs.
- 14 Mr Orrick had a single skin brick wall built around the perimeter of his home to fill the gap between the slab and the underside of his home, but this has also extensively dropped by around 100 mm at the rear and the different rates of movement between parts of the slab have resulted in extensive diagonal step cracking to the brickwork.
- 15 There is a small brick Store on the plot to the right of the home near the brook. It is of single skin brickwork with a lean-to asbestos cement roof and has also subsided, leaning back towards the brook. The Tribunal measured the lean at 62/1000 mm out of plumb which is substantial.

Submissions

The Respondent

- 16 Mr Orrick advised that he had brought the cracking to the attention of the park's owners in 2003 and asked them to undertake repairs on numerous occasions. Due to their lack of action, he involved Coventry City Council's Housing Officer. Papers adduced in evidence by Mr Orrick confirm the Council inspected on 7 June 2011 and noted cracking in the hardstanding due to subsidence. Further, the Council advised Tingdene in a letter dated 9 June 2011 that the cracks breached the Site Licence.
- 17 In 2014 and 2015, Ian Harban, a structural engineer, investigated the cracks and it was his opinion that they had been caused by shrinkage of the clay soil due to the proximity of tree roots and to settlement of filled ground. He said subsidence would be likely to have occurred gradually over a long period of time. He advised that repairs would be needed that may include temporary propping of the home and underpinning, or complete reconstruction of the rear section of foundation.
- 18 Mr Orrick expressed his concern over what he described as the 'ongoing movement of the concrete base'.
- 19 As Tingdene had not undertaken repairs, Mr Orrick indicated that he had not agreed to pay the increased pitch fee that was proposed. Mr Orrick said that he withheld payment of

the pitch fee increase because of Tingdene's failure to undertake the necessary repairs. In his opinion, this was a 'weighty factor' sufficient to displace the presumption of an RPI increase in the pitch fee. In this respect, he referred the Tribunal, without comment, to the decision of the First-tier Tribunal in *Wickland (Holdings) Limited v Esterhuysen* (CAM/22UN/PHI/2022/0017).

The Applicant

- 20 Mr C. Gibbard, a Director of Tingdene, said the cracks had been brought to Tingdene's attention in 2010, but he submitted that rather than subsidence, they had been caused by:
- 1 Mr Orrick not attending to a water leak from his home causing the surrounding soil to become waterlogged;
 - 2 Mr Orrick not fitting a gutter to the roof of the brick store, leading to the surrounding soil becoming waterlogged and weakening the support to his home;
 - 3 damage from tree roots on neighbouring land owned by Coventry City Council;
 - 4 work carried out by Mr Orrick to the interior of his home that had weakened its structure;
 - 5 Mr Orrick's construction of a brick skirt wall under the home, whereby the weight of the bricks (noted by the Tribunal as 8 courses of single skin brick) had increased the load on the concrete slab which had not been designed for this purpose.
- 21 Mr Gibbard considered there had been no change in the state of the cracks since 2010.
- 22 He accepted that Tingdene was responsible for repairs to the concrete base, but not for cracks caused by Mr Orrick's action or lack of it. The changes made by Mr Orrick had added considerable weight and he had made no inquiry as to whether the base could take that additional weight.
- 23 He stated that Mr Orrick had paid previous fee increases and that he had had plenty of opportunity to bring the problems to the company's attention since they came to his notice.
- 24 In conclusion, he stated that withholding the proposed rent increase was not the correct way forward as a means of securing a re-inspection of the base by his company.

Decision

- 25 The Tribunal has paid particular regard to the factors in para.18(1) of the Implied Terms but, in its opinion, none of the factors apply in this case. The cracks in the concrete base slab were there in at least 2015 and are still there. There is likely to have been long term deterioration in the structure but the Tribunal has seen nothing to indicate the cracks are worse now than then, although the Tribunal has not had the benefit of undertaking the detailed investigations undertaken by Mr Harban. The Tribunal is, therefore, required to consider whether it would be reasonable to apply the presumption in para.20(A1) implying an RPI increase, or whether there is anything that needs to be considered that carries more weight.
- 26 In *Vyse v Wyldecrest Parks (Management) Ltd.* [2017] UKUT 0024(LC), ('Vyse') HHJ Alice Robinson observed at para.50:

'If there is no matter to which any of paragraph 18(1) in terms applies, then the presumption arises and it is necessary to consider whether any 'other factor' displaces it.

By definition, this must be a factor to which considerable weight attaches. If it were a consideration of equal weight to RPI, then, applying the presumption, the scales would tip the balance in favour of RPI. Of course, it is not possible to be prescriptive as to precisely how much weight must be attached to an 'other factor' before it outweighs the presumption in favour of RPI. This must be a matter for the FTT in any particular case. What is required is that the decision maker recognises that the 'other factor' must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole.'

- 27 Subsequently, the Upper Tribunal in *Wickland (Holdings) Limited v Esterhuyse* [2023] UKUT 147 (LC) (Judge Elizabeth Cooke) ('*Wickland*'), following the principles established in *Vyse*, determined that the presence of a 'weighty factor' displaced the presumption of an RPI increase in a pitch fee and in so doing upheld the decision of the First-tier Tribunal (see above, paragraph 19). The nature of that 'weighty factor' is material to the case before the Tribunal. Hence, shortly after Ms Esterhuyse took up residence in her mobile home she became aware of cracks to the hardstanding beneath her mobile home. The Appellant undertook repairs unsatisfactorily and on 19 November 2017 it was served with a Compliance Notice by the local authority that required the Appellant to employ a fully qualified structural engineer to inspect the hardstanding thoroughly and to carry out works to guarantee the structural integrity of the hardstanding. By January 2022 when the pitch fee review notice relevant to the case was served, the Appellant had still not carried out the necessary work. In short, the outstanding failure to repair the cracked hardstanding properly was a factor to which considerable weight attached and it was found to outweigh the presumption that the pitch fee should increase by the RPI.
- 28 In this case, even if the cracks to the paths are no worse now than in 2015, they make it potentially unsafe to access the path at the rear of the home by creating a trip hazard. The cracks to the concrete base slab are weakening the support for the home itself and the lean in the walls of the brick store makes it less useable. In the Tribunal's view, these factors are significant and materially affect Mr Orrick's use and occupation of his home.
- 29 The Tribunal has considered the evidence provided by the parties. It notes the Applicant's points in paragraph 20 above but does not find the evidence compelling for the following reasons:
 - 1 There was no evidence of a water leak during the Tribunal's inspection and even if there had been in the past, the site slopes down to the rear and would naturally drain to the watercourse. The cracks in the paths to either side of the home and movement in the brick store cover a wide area, far wider than we would have expected if caused by a leak from a single source in the home;
 - 2 Similarly, the brick store is several metres from the path to the right of the home. That path has cracked and we find it unlikely that water from the roof of the store, which in any case is small, would be likely to have traversed the slope of the site and caused the path to crack;
 - 3 The Tribunal finds that the roots referred to by the structural engineer are more likely to have been from the three trees on the Appellant's site which as recorded in paragraph 12 above, are all within 6 m of the home, than trees on Coventry City Council's land on the other side of the watercourse;
 - 4 The Tribunal has not inspected the interior of the home but even if internal alterations had been made, in the Tribunal's opinion, any increased weight would have only affected the slab directly under the home, not the paths to the sides that were added later;
 - 5 The brick skirt wall will have added weight to the concrete slab, but there is no evidence to suggest the additional loading would have cracked the slab and

nothing to suggest it would have cracked the paths to the sides.

- 30 In relation to causation, the Tribunal attaches greater weight to the expert evidence in the reports of the structural engineer which attribute the cracks to subsidence and settlement. Consequently, the Tribunal finds that more weight, as in *Wickland*, attaches to the continuing and evident defects than to the presumption of increase in para.20. Accordingly, the Tribunal finds the cracking to be a weighty matter that displaces the presumption of an RPI increase.
- 31 Having considered the reasonable level of pitch fee, the Tribunal finds no increase is due from the previous fee and determines the pitch fee from 1 April 2024 at £137.90 per month.

I.D. Humphries B.Sc.(Est.Man.) FRICS
Chairman

Appeal

In accordance with section 11 of the Tribunals, Courts and Enforcement Act 2007 and rule 21 of the Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010, either party may make further application for permission to appeal to the Upper Tribunal (Lands Chamber) on a point of law only. Such application must be made in writing and received by the Upper Tribunal (Lands Chamber) no later than 28 days after the date on which the First-tier Tribunal sent notice of this decision to the party applying for permission to appeal. Where possible, you should send your further application for permission to appeal by email to Lands@justice.gov.uk, as this will enable the Upper Tribunal (Lands Chamber) to deal with it more efficiently. Alternatively, the Upper Tribunal (Lands Chamber) may be contacted at: 5th Floor, Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL (tel: 020 7612 9710).