FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/29UC/PHC/2025/0620 HAV/29UC/PHC/2025/0621 HAV/29UC/PHC/2025/0622
Properties	:	8 Cherry Blossom Drive 21 Magnolia Walk 26 Magnolia Walk Reculver Court, Reculver Lane, Herne Bay, Kent, CT6 6FB/6FH
Applicant	:	AR (Reculver) Limited
Representative	:	Ms Sharon Reach of Regency Living
Respondents	:	Mr & Mrs Chatfield Mr & Mrs Wood Mr& Mrs Wickens
Representative	:	
Type of Application	:	Determination of any question arising under Section 4 Mobile Homes Act 1983
Tribunal Members	:	Judge D Gethin Ms P Gravell
Date and Type of Hearing	:	6 January 2026 Remote video hearing
Date of Decision	:	26 February 2026

DECISION

Summary of the Decisions of the Tribunal

1. **The Tribunal determines that at the date of the Notice of Breach, the Respondents had not breached Paragraph 3(f) of Part 5 of the Written Agreement (Express Terms) and rule(s) 24 or 25 of the Park Rules by having campervans parked on their properties.**

2. **In the alternative, the Respondent had waived any alleged breach by the owners of 8 Cherry Blossom Drive and 21 Magnolia Walk.**

3. **The Tribunal determines that at the date of the Notice of Breach, the Respondents had not breached Paragraph 3(g) of Part 5 of the Written Agreement (Express Terms) and Paragraph 2.0 of the Site Licence.**

4. **The Applicant's request that the Tribunal exercise its powers under section 231A(4) of the Housing Act 2004 (as amended) to direct that the Respondents remedy the alleged breaches by removing their vehicles is refused.**

5. **Reasons for the Tribunal's decision are set out below.**

The Application

1. The Applicant has submitted an application [2-10] for a determination of any question arising under the Mobile Homes Act 1983 ("MHA 1983") in relation to each of the properties named on page one

2. The application was received on 24 May 2025.

3. The Applicant is seeking a determination from the Tribunal in relation to motorhomes/campervans located on the park and states:

> *The Respondents each own and park motorhomes/campervans on the Park. This is in breach of Rule 25 of the site rules, which provides that motorhomes, boats and trailers may not be stored on the Park. Rule 24 also states that residents must not use their allocated parking space to park commercial vehicles of any sort, including light commercial or light goods vehicles.*
>
> *In November 2024, and subsequently on 22 January 2025, the Applicant wrote to each of the Respondents to adviuse (sic) them that by keeping these vehicles on the Park they were in breach of the site*

rules (and consequently also in breach of their agreements) and to request them to remove these vehicles from the site. The Respoindents (sic) have failed to remove the said vehicles and the Applicant therefore seeks an Order from the Tribunal requiring each of the Respondents to remove the offending vehicles forthwith or within such period as the Tribunal may consider reasonable.

4. The Tribunal considered that an oral hearing was necessary. Neither party requested an inspection, and the Tribunal did not consider that one was necessary to resolve the matters in dispute. Directions were issued on 10 October 2025 [11-16] which were substantially complied with.

5. This included provision of a hearing bundle consisting of 234 pages but which was not continuously paginated. References in [ ] are to pages within the bundle related to the Applicant's submissions, [Wood-] relates to Mr & Mrs Wood's statement, [Wickens-] relates to Mr & Mrs Wickens' statement and [Chatfield-] relates to Mr & Mrs Chatfield's statement.

The Hearing

6. The matter was determined by way of a video hearing which took place on 6 January 2026.

7. The proceedings were recorded and so we set out a precis of what took place at the hearing.

8. Mrs Reach, Operations Manager for Reculver Court, presented the case for the Applicant, supported by Mrs Sarah Jeffery-Chipps, Customer Care Manager with the Applicant. Mrs Reach relied upon her witness statement.

9. The Respondents presented each of their own cases and relied upon their own witness statements.

10. Some questions were asked of the other parties, but the oral evidence was mostly confined to that in response to the Tribunal's questions.

The Law

11. The Mobile Homes Act 1983 governs the terms of the agreement whereby the mobile home owner ("the Home Owner"), is allowed to station their home on land owned by another ("the Site Owner").

12. Further to MHA 1983, s.5(1) and s.29(1) of the Caravan Sites and Control of Development Act 1960, the term "mobile home" means:

> *… any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted but does not include (a) any railway rolling stock which is for the time being on rails forming part of a railway 3 system, or (b) any tent*

13. The MHA 1983 applies to those entitled by agreement to station mobile homes which they intend to be their only or main residence on land forming part of a "*protected site*" (MHA 1983, s.1). Land forms part of a protected site when it is licensed for the purpose (or it is land which would be licensed if it were not owned by a local authority) under Part I of the Caravan Sites and Control of Development Act 1960, see MHA 1983 s.5(1) and s.1 of the Caravan Sites Act 1968.

14. The Act also affords the occupier some security by implying into the agreement a number of important terms, for example terms relating to termination, requiring the owner to provide the occupier with a written statement of the agreement, alienation, pitch fees, obligations of either party (including maintenance obligations), a right of access and a right of the occupier to quiet enjoyment. The implied terms have effect notwithstanding any express term of the agreement and whether or not a written statement has been given as required, see MHA 1983 s.2(1) and Part I of Schedule 1 to the MHA 1983.

15. In addition, any site rules that apply to a protected site, will also become terms of the agreement, MHA 1983, s.2C. The site rules can only be imposed on a site if the requirements of the Mobile Homes (Site Rules) (England) Regulations 2014 (SI 2014/5) have been met.

16. The owner is required to give the occupier the written statement 28 days before the making of the agreement to occupy the site, see MHA 1983, s.1(3). The statement must set out various items, including the implied terms, and must be in the prescribed form, see MHA 1983, s.1(2) and the Mobile Homes (Written Statement) (England) Regulations 2011 (SI 2011/1006).

17. If the owner fails to comply with this requirement the occupier may apply to the appropriate judicial body for an order requiring the owner to provide the statement, see MHA 1983, s.1(6) and s.4 for determining which judicial body is appropriate. While a shorter period can be agreed

in writing for service of the written terms, failure to serve them in time or at all means that the site owner cannot enforce any of the express terms of the agreement unless he applies to the appropriate judicial body. The occupier can rely on and enforce any of the express terms in their favour.

18. Of the implied terms, paragraph 5 of Chapter 2 of Part 1 of Schedule 1 to the MHA 1983 permits the owner to terminate the agreement if a Tribunal is satisfied that there has been a breach and after service of a notice to remedy the breach, the occupier has not remedied it within a reasonable time and the Tribunal considers it reasonable for the agreement to be terminated.

The Evidence

19. In this case, the Tribunal was provided with a bundle of 234-pages containing:

    a. witness statement of Sharon Reach dated 23 October 2025 and exhibits [17-149] including;

        i. copies of correspondence sent to the parties [22-32];

        ii. a copy of the Park Rules from 2017 [33-37];

        iii. a copy of the Site Licence for the Park dated 5 April 2024 [38-45];

        iv. copies of the written statements under the Mobile Homes Act 1983 between the Applicant and the Respondents ("the Agreements"). These contained the terms implied by the Act as well as express terms [46-149];

    b. joint witness statement of Mr & Mrs Wood dated 20 November 2025 [Wood001-Wood037];

    c. undated joint witness statement of Mr & Mrs Wickens [Wickens001-Wickens034];

    d. joint witness statement of Mr & Mrs Chatfield dated 19 November 2025 [Wickens001-Wickens034];

The Applicant's Case

20. In support of the application, the Applicant filed a Witness Statement signed by Sharon Reach, the Operations Manager at Reculver Court. We have treated that together with the Application itself as the Applicant's Statement of Case setting out the matters complained of and are as follows:

a. that, by inference, the Respondents are in breach of:-

i. Express Terms 3(f), (h) and (i) of Part 5 of the Agreement [71], namely:

(f) You must not do, or allow to be done, anything which might breach any of the conditions of the site owner's site licence…

(h) You must comply with the park rules. A copy of the current park rules is attached to this Written Statement;

(i) You must not do, or allow to be done, anything which may:-

i. be or become a nuisance to or cause annoyance, inconvenience or disturbance to, the site owner or anyone else who lives on or uses the site;
ii. cause damage to any property belonging to the site owner or anyone else…

and specifically

ii. rules 24 and 25 of the Park Rules, namely:

24. Your allocated parking space(s) must not be used to park commercial vehicles of any sort, including light commercial or light goods vehicles, with the exception of commercial vehicles operated by the park owner and park warden.

25. Storage of motorhomes, boats and trailers is not permitted on the park.

because the Respondents have parked vehicles, specifically campervans, on their respective driveways. The Applicant submits that campervans are to be treated as synonymous with motorhomes under the Caravan Sites and Control of Development Act 1960 and associated regulations. Both are classified as "motor caravans" and are therefore not authorised to be stationed or stored on the park. In the alternative, the vehicles

are Lights Good Vehicles ("LGVs") which are similarly prohibited under the Park Rules;

b. in the alternative, the Site Licence does not permit the stationing or storage of touring caravans, motorhomes, or campervans on individual pitches or elsewhere within the park. The storage of larger vehicles such as campervans or motorhomes within residential areas can compromise the fire safety guidance and the *Model Standards 2008 for Caravan Sites in England*;

c. in the alternative, stationing such vehicles are in breach of the spacing requirements set out in the Site Licence and pose a potential fire risk;

d. whilst Mr & Mrs Wood were granted permission to park a VW Transporter based campervan, Mr & Mrs Wood have subsequently replaced the approved vehicle with a larger VW Crafter based holiday campervan without permission having been sought. The VW Transporter campervan did not contain features that would allow it to be used for accommodation purposes such as gas bottles, cooking facilities, or sleeping arrangements;

e. if we find that the Respondents are in breach and have failed to remedy the same, the Tribunal exercises its powers under section 231A(4) of the Housing Act 2004 (as amended) to direct that the Respondents remedy the breaches by removing the vehicles from the Park.

21. Ms Reach explained that she worked at Reculver Court for the Applicant, the current Site Owner, but had also worked for the previous Site Owner.

22. Since the Applicant had taken over management of the Site, complaints had been received from other Home Owners regarding the Respondents storing campervans on the site. The Applicant also wants to ensure more consistent and robust enforcement of the Park Rules across all of the sites in its portfolio.

The Respondents' Case

23. It is necessary to consider each of the Respondents separately as the factual background for each slightly differs. The Respondents all maintain that their vehicles are campervans and not motorhomes or commercial vehicles and therefore are not caught by the Park Rules.

Mr & Mrs Wood – 21 Magnolia Walk

24. Mr & Mrs Wood said that they were granted permission by Mrs Reach to have a campervan before they purchased their mobile home on 14 July 2022. At that time, they had a VW Transporter based campervan. They said that they had expressly discussed with Mrs Reach the fact that some sites permitted campervans and some did not, and chose to purchase their home at Reculver Court because of the permission they had received.

25. Subsequently, they had sought permission from the Site Owner to change their campervan to one based on a VW Crafter. They had not bought the new van until they had received written permission provided by Hayley Noble by email dated 12 March 2024 [Wood015].

26. Mr & Mrs Wood submitted that they would have not purchased their home, nor changed their campervan, if they had not received prior permission to have each vehicle.

Mr & Mrs Chatfield – 8 Cherry Blossom Drive

27. Mr & Mrs Chatfield said that they decided to purchase a campervan having heard that Mr & Mrs Wood had been granted permission to change to a VW Crafter campervan. They did not have permission in writing to do so, but they said that they had visited the site office and spoken with Hayley Noble on 26 February 2024 providing details of the Renault based campervan that they intended to purchase.

28. Their evidence was that Ms Noble had contacted Mrs Reach by telephone who granted permission. Ms Noble had then told them "*Yes, that's fine, I will put a note to confirm this on your file.*" This had taken place in front of the person who runs the coffee shop and another lady who came out of adjoining office. It was Mr & Mrs Chatfield's understanding that no note had been placed on file.

29. Mr & Mrs Chatfield further submitted that their campervan is a 'day van'; there is no fixed toilet, shower or cooking facilities and no gas bottles are kept on board.

30. Mr & Mrs Chatfield pointed to Regency Living's promotional material which shows campervans on their sites [Chatfield Exhibit B], the parking of an LGV outside the Site Office [Chatfield Exhibit C], and a draft letter from another Home Owner concerning their permission to keep a campervan since 2018 [Chatfield Exhibit D].

Mr & Mrs Wickens – 26 Magnolia Walk

31. Mr & Mrs Wickens relied on similar grounds to that of Mr & Mrs Chatfield in respect of Regency Living's acquiescence to campervans on its sites, the parking of LGVs at the site office, the other Home Owner's draft letter to the Applicant regarding permission having been granted. Mr & Mrs Wickens provided several photographs of vans of various descriptions parked outside the Site Office or around the site itself [Wickens-009], but none showed a vehicle parked on a Home Owners' driveway or pitch.

32. What became apparent during Mr Wickens's oral evidence is that their current campervan, which is based on a Renault van, is not a professional conversion but an ongoing project undertaken by Mr Wickens. Mr Wickens' oral evidence was inconsistent, but we conclude that Mr Wickens had purchased a first campervan based on a Mercedes Vito sometime in 2022 which Mrs Reach may have seen, and then subsequently had purchased the current Renault Master van sometime after February 2024 as he wanted a larger van having seen Mr & Mrs Wood's VW Crafter based campervan.

33. Mr Wickens admitted upon questioning, that he had not sought the Applicant's permission before purchasing the current vehicle. In his words, he "*knew others had it*" and so did not see the need to seek permission first.

The Decision

34. It is understandable that in the circumstances of the appeal, some of the oral evidence and submissions were emotionally charged. We mean no disrespect to the parties, but we have only recorded that which is relevant to the issues in dispute.

Preliminary observations

35. Campervans have significantly grown in popularity in recent years, particularly during the pandemic. Some vehicle manufacturers offer campervans themselves, some are professionally converted by third parties from existing vans, and some are DIY conversions.

36. The size of campervans can be broadly broken down to those based on medium-sized LGVs such as the VW Transporter or Mercedes Vito or Renault Trafic, and those based on large panel vans such as the VW Crafter or Mercedes Sprinter or Renault Master. Campervans can be

based on short wheelbase ("SWB") or long wheelbase ("LWB") platforms.

37. The facilities within them may range from fold down seats to form a base for a mattress to pop-up canvas tops which allow further berths, rudimentary gas or electric cooking facilities, fridges, and some include a shower and toilet.

38. Motorhomes are generally considered to be a coach-built body on a van, typically LWB, chassis. Some manufacturers take an existing bare chassis with cab and build the body on to the chassis, whilst others are produced by low volume manufacturers and may resemble a small coach. In our view, motorhomes are taller, wider and have more amenities accordingly. They often feature accommodation which extends over the cab of vehicle.

39. Where an LGV has been converted into a campervan, since mid-2019 application can be made to the DVLA for re-categorisation of the vehicle. We do not consider the relevant factors in detail, but re-categorisation will require the presence of certain essential interior fittings, two or more windows on at least one side of the vehicle and a separate side door, an awning bar attached to either side of the vehicle and the application of motor caravan-style graphics on both sides of the vehicle.

40. If looking through adverts on Autotrader, the vehicles upon which the Respondents' are based would ordinarily be described as campervans and not motorhomes.

41. There is no clear definition of or distinction between a campervan and a motorhome, but we are of the view that a hypothetical reasonable person would know the difference 'when they see it' and would distinguish between the two based on shape and size rather than amenities.

42. We were not persuaded by Mrs Reach's submissions that any of the Respondents' vehicles should be considered to be motorhomes as opposed to campervans.

Whether parking of LGVs is prohibited

43. In correspondence from the Applicant's predecessor-in-title, Regency Living, dated 21 October 2024 [26], 11 November 2024 [29] and 25 November 2024 [27], as well as in the Applicant's grounds of appeal, the Applicant relies on Paragraph 3(f) of Part 5 (Express Terms) of the respective Written Agreement and rule 24 of the Park Rules, and submits that the Respondents are prohibited from parking LGVs on their pitch

which would include campervans if built using an LGV as the base vehicle.

44. The Applicant has overlooked that the wording prohibiting LGVs must be read in context. Rule 24 actually states "*Your allocated parking space(s) must not be used to park commercial vehicles of any sort, including light commercial or light goods vehicles…*"

45. The prohibition is that Home Owners must not park a "*commercial vehicle*", and the clause then goes on to specify light commercial or LGVs as examples of what is caught by "*commercial vehicles*". There was no evidence that the Respondents have used their campervans as commercial vehicles, for example because they have allowed third parties to hire their vehicles or in the course of their work or any business.

46. In any event, we have had regard for the Court of Appeal decision in *Payne & Ors v HMRC* [2020] EWCA Civ 889 in which Asplin LJ held at para. 54 that for the purposes of section 115(2) of the Income Tax (Earnings and Pensions) Act 2003 the correct approach is that "*one should consider the [vehicles] in their modified form, and should not start from the premise that they were based on panel vans for the conveyance of goods and look for sufficient alterations to justify moving away from that original function. The term "construction" cannot be taken to mean the construction of the vehicle as it rolled off the factory production line.*"

47. Whether "constructed" as a campervan, or modified from a panel van, the correct question to consider is whether the vehicle is for the conveyance of goods. If it is not, it is to be treated as a car and not as a van. We therefore find that the Respondents' vehicles should be treated as cars rather than vans, irrespective of what is recorded on the V5C.

48. We would note at this point that Mr & Mrs Chatfield's reference to a commercial vehicle being parked outside the site office [Chatfield-003 and Chatfield Exhibit C] is of no relevance. The 'site' office serves multiple sites under the same Site Licence [38], but is not located on Reculver Court and so parking here is not caught by the Park Rules. In any event, rule 25 does not apply to commercial vehicles operated by the park owner and park warden. The oral evidence from Mrs Reach was that other vehicles referred to by the Respondents are vehicles operated by the Respondent.

49. We conclude that there has been no breach of rule 24 by any of the Respondents.

Whether storage of campervans is prohibited

50. We have not been able to find a statutory definition of when a vehicle is a campervan and when it is a motorhome, and it is true that a campervan based on a large panel van may have facilities like those in a coach-built motorhome. The DVLA re-classification of vehicles of a wide range of body types as motor caravans is so broad as to not assist us in our determination, although we note that Mrs Reach has previously sought copies of the V5C in order to establish whether the vehicles are classified as LGVs or as motor caravans.

51. In the statement of Mrs Reach dated 17 October 2025 [17—21], we were referred to the Caravan Sites and Control of Development Act 1960 ("CSCDA 1960") in which it was submitted the term "campervan" is treated as synonymous with "motorhome". Ahead of the hearing, we considered the CSCDA 1960 and noted that neither the term "campervan" nor "motorhome" is to be found.

52. There is a definition of "caravan" to be found at CSCDA 1960, s.29(1) which states that "*"caravan" means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted…*"

53. We accept that either a campervan or a motorhome satisfies the condition to be a caravan for the purposes of the CSCDA 1960, but we find that does not assist the Respondent in interpreting the Park Rules.

54. Mrs Reach was not able to assist us further in this regard during the hearing. Absent a statutory definition of what is a campervan and what is a motorhome, we must consider how to interpret the Park Rules as they are written [33-37].

55. For the reasons given above, we do not consider a campervan and motorhome to be the same thing, whether in statute or in how the two types of vehicles are treated. They are ordinarily described as being different types of vehicles.

56. We remind ourselves of the approach to contractual interpretation in the Supreme Court decision in *Arnold v Britton* [2015] UKSC 2016. When interpreting a written contract, the court (or tribunal) must identify the intention of the parties by reference to "*what a reasonable person having all the background knowledge which would have been available*

to the parties would have understood them to be using the language in the contract to mean", focussing on the meaning of relevant words in their documentary, factual and commercial context.

57. We understand that the Park Rules were last amended in 2017 and were the Park Rules in place when each of the Respondents purchased their home. Had the Applicant intended to catch both motorhomes and campervans, rule 25 could have recorded that "*Storage of motorhomes, campervans, boats and trailers is not permitted on the park*" (emphasis added).

58. Alternatively, the Applicant could have amended the Park Rules to prohibit vehicles that exceed a specified gross weight, height, width or wheelbase of the vehicle, or employed other determining factors such as prohibiting vehicles with certain amenities such as a toilet or shower, or to prohibit those vehicles which utilise gas bottles for cooking and heating.

59. Such factors could be chosen to avoid interference with the amenity of other Home Owners, such as impacting the view from their home, or to prevent the risk of the spread of fire or explosion. In respect of the latter, the amended rule could either prohibit any vehicles that uses a gas bottles or require gas bottles to be removed from the vehicle and stored away from the site before the vehicle is parked on the pitch. If the Applicant wishes to amend the Park Rules, it will need to consult Home Owners in the usual way as regulated by the MHA 2013.

60. We also find that storage means parking and securing the prohibited item for extended periods such as during the off-season. Many campervans are used on a regular if not daily basis and not simply for holiday trips. The wording of rule 25 is too imprecise to extend to the Respondents' campervans or the parking thereof.

61. Although we have found the Respondents have not breached rule 25, we would comment that regards publicity material used by the Applicant or its predecessor, we do not find that photographs which show campervans at Reculver Court or on other sites within the Applicant's control implies permission for such vehicles.

62. Also, we accept Mrs Reach's oral evidence that an adjacent site called Waterways may fall under the same Site Licence [38] as Reculver Court, but Waterways is a holiday park with no driveways situated between the mobile homes. The park rules for Waterways are different from Reculver Court reflecting the fact that the mobile homes are used as holiday lets rather than as the occupant's primary accommodation and the fact that

vehicles are parked in communal car parks away from the mobile homes. The practice on the Waterways site does not assist the Respondents in evidencing that campervans are permitted at Reculver Court.

63. We conclude that there has been no breach of rule 25 by any of the Respondents as rule 25 does not extend to campervans or the parking thereof.

Breach of the terms of the Site Licence

64. In the alternative, although not in the grounds of the Application, Mrs Reach submits in para. 7 of her statement [19] that the Site Licence [38-45] dated 5 April 2024 "*authorises the stationing of residential park homes. It does not authorise the siting or storage of touring caravans, motorhomes, or campervans on individual pitches or elsewhere within the park.*"

65. Since the Site Licence is silent on campervans, or indeed motorhomes, we conclude that the Respondents cannot be in breach of a condition that the Site Licence does not expressly provide for.

66. Mrs Reach further submits that the site's layout and spacing between homes has been designed to comply with fire safety guidance and the *Model Standards 2008 for Caravan Sites in England*.

67. Compliance with fire safety guidance and the *Model Standards 2008 for Caravan Sites in England* are laudable aims, but we were not provided with copies of either nor directed as to which, if any, terms have been breached.

68. Mrs Reach informed us that she had met with Kent Fire & Rescue Service ("KFRS") and was surprised to be informed that KFRS are not carrying out visits even when requested. Mrs Reach confirmed that as the Applicant has a new Site Licence, it is subject to regular visits from the local authority.

69. We note that the Applicant offered no evidence that KFRS or the local authority had inspected the site and expressed concerns that the conditions of the Site Licence were being breached by any of the Home Owners.

70. We nevertheless had particular regard for Paragraphs 2.0(i), (iii) and (iv)(g) of the Site Licence, namely:

"***Density, Spacing and Parking Between Caravans***

i) Except in the case mentioned in subparagraph (iii) and subject to subparagraph (iv), every caravan must where practicable be spaced at a distance of no less than 6 metres (the separation distance) from any other caravan which is occupied as a separate residence

...

(iii) Where a caravan has retrospectively been fitted with cladding from Class 1 fire rated materials to its facing walls, then the separation distance between it and an adjacent caravan may be reduced to a minimum of 5.25 metres

(iv) In any case mentioned in subparagraph (i) or (iii):

...

(g) Private cars may be parked within the separation distance provided that they do not obstruct entrances to caravans or access around them and they are a minimum of 3 metres from an adjacent caravan."

71. We were not provided with a detailed site map, and no inspection had taken place.

72. However, by way of an example we had regard for the plan annexed to the Written Agreement for 26 Magnolia Walk [48]. That provides for a driveway that is 3.73 wide from the exterior wall of the caravan. On the opposite side of the caravan, there is a grassed area that extends 1.65m from the exterior wall to the pitch's boundary. We use the wording caravan rather than home or mobile home as that is the wording in the Site Licence.

73. Assuming the next caravan has the same plan, that places the exterior wall of the first caravan as being 5.38m from the exterior wall of the adjacent caravan.

74. That would mean the caravans would comply with Paragraph 2.0(iii) if the caravans have been clad with Class 1 fire rated materials, but would not comply with Paragraph 2.0(i) in respect of the Density and Spacing between caravans.

75. We finally turn to parking within the separation distance under Paragraph 2.0(iv)(g). Given a private car must not obstruct entrances to caravans and be a minimum of 3 metres from an adjacent caravan, that only leaves 2.38 metres in which the vehicle can be parked.

76. We would remind the parties that we have already found that the Respondents' vehicles should be regarded as cars since they are not used as goods vehicles, and that this extends to them being considered as private cars because they are not used for commercial purposes.

77. The width (excluding mirrors) of a large panel van such as a VW Crafter is 2.04 metres; an LGV, such as the latest VW Transporter van is 1.91 metres; a large SUV, such as an VW Touareg is 1.98 metres; a family saloon, such as a VW Passat is 1.85 metres; a medium sized hatchback, such as a VW Golf is 1.80 metres.

78. It is evident that all of the above will struggle to comply with the separation distance under Paragraph 2.0(iv)(g), whether it be a campervan based on a large panel van or a medium sized hatchback. The difference in width between the widest and narrowest is only 24 cm. That reflects the design to meet modern vehicle safety requirements and the consumer demand for ever larger vehicles.

79. Mr Wickens referred us to a photograph of a Nissan SUV between 8 Cherry Blossom Drive and 10 Cherry Blossom Drive [Chatfield Exhibit F]. There was no measurement included, but it appeared likely that the separation distance was less than 5.25 metres and that there was certainly less than 3 metres between the vehicle and the adjacent caravan.

80. Should the Applicant wish to amend the Park Rules based on the size of vehicles parked on driveways, as we have suggested above as a course of action that the Applicant may wish to take, it should be mindful of the potential unintended consequences of doing so.

81. We conclude that, absent any evidence that the local authority is of the view that the Site Licence has been breached, the Respondents are not in breach of Paragraph 3(f) of Part 5 (Express Terms) of their respective Written Agreements.

Waiver of any breach

82. If we are wrong that the Respondents have not breached Paragraph 3(g) of Part 5 (Express Terms) of their respective Written Agreements and either rule 24 or 25 of the Park Rules, we went on to consider whether the Applicant has waived the alleged breach.

83. In doing so, we should stress that any waiver only extends to the Respondents' current vehicles. If any of the Respondents were to change their current vehicle, the Applicant would not be obliged to grant further permission and if they did not do so, the Respondent would be in potential breach of their Written Agreement and the Park Rules assuming that parking a campervan represents a breach of the Park Rules which we have found it does not.

84. We note that the Applicant cannot waive a breach of the Site Licence. If the local authority decides that the Respondents are in breach of Paragraph 2.0(vi)(g) of the Site Licence, the Applicant will be required to take enforcement action.

85. With regards to Mr & Mrs Wood of 21 Magnolia Walk, we find that the Applicant waived the breach by way of the written permission provided for their VW Crafter van by Hayley Noble by email dated 12 March 2024 [Wood-015].

86. Mrs Reach informed the Tribunal that Ms Noble no longer works for the Applicant, but we are satisfied that the Applicant should be bound by Ms Noble's email.

87. With regards to Mr & Mrs Chatfield of 8 Cherry Blossom Drive, we find that the Applicant waived the breach by way of the oral permission provided for their Renault Master van by Hayley Noble at the site office on 26 February 2024. We are satisfied that the Applicant should be bound by Ms Noble's oral agreement.

88. With regards to Mr & Mrs Wickens of 26 Magnolia Walk, we find that no permission was sought, whether orally or in writing from Ms Noble, Mrs Reach or any other staff member of the Applicant or its predecessor in respect of either the first campervan based on a Mercedes Vito or the larger Renault van purchased sometime after February 2024. We are satisfied that the Applicant had not waived any potential breach of Paragraph 3(g) of Part 5 (Express Terms) of their Written Agreements and either rule 24 or 25 of the Park Rules.

Remedies

89. Given we have not found any of the alleged breaches have been made out, it is not necessary for the Tribunal to exercise its powers under section 231A(4) of the Housing Act 2004 (as amended) and direct that the Respondents take any action to remedy the alleged breaches.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands 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.