



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

Case Reference : CHI/00HC/PHI/2024/0059

Property : 2 Downside Park
Hyatts Wood Road
Backwell
Bristol
BS48 3EE

Applicant : Donaldson and Newman Limited

Representative : Nicholas Newman

Respondent : Kevin Harris

Representative : None

Type of Application : Review of Pitch Fee: Mobile Homes Act
1983 (as amended)

Tribunal Members : Mr I R Perry FRICS
Mr M R Jenkinson
Mr J S Reichel MRICS

Date of Hearing : 3rd March 2026

Date of Decision : 5th March 2026

DECISION

Summary of Decision

1. **The Tribunal determines that a new Pitch Fee of £168.27 per month shall take effect from 1st January 2024.**
2. **The Tribunal determines that the Respondent shall pay to the Applicant the cost of the Tribunal Application fee for this application in the sum of £20.**
3. **The Respondent shall NOT be liable for the Upper Tribunal Fee of £242 paid by the Applicant in respect of the CHI/00HC/PHI/2024/0059 decision of 13th November 2024.**

Background

4. The Applicant is the site owner of Downside Park and holds an appropriate Site Licence.
5. The Respondent is the occupier of pitch number 2 on which a park home owned by him is situated.

The Applications and history of the case

6. On 23rd November 2023 a Pitch Fee Review Notice was sent to the Respondent. The Respondent did not agree the new fee. On 27th March 2024 the site owner submitted a Pitch Fee Review Notice to the Tribunal for the determination of a pitch fee increase to £168.28 per month from 1st January 2024. The Application was received by the Tribunal on 28th March 2024.
7. On 13th November 2024 a decision was issued by this Tribunal. Subsequently by order dated 26th February 2025 that decision was overturned and the matter remitted to this Tribunal.
8. The Tribunal issued Directions on 30th September 2025 which required the Applicant to send to the Respondent, by 24th October 2025, its statement of case, witness statements and any documents relied upon.
9. The Respondent was required, by 7th November 2025, to send to the Applicant any objection to the proposed pitch fee along with any additional documents he intended to rely upon and any witness statements.
10. The Applicant was required to send any reply to the Respondent's case by 14th November 2025 which would be included in the hearing bundle.
11. The Applicant was made responsible for preparing the bundle of relevant documents for the determination, the contents of which should include all the documentation submitted in accordance with the Directions.

12. The Tribunal was subsequently provided with an electronic bundle of 95 pages which was also sent to the Respondent. The bundle contained no documents from the Respondent.
13. Any references to pages within the bundle are referenced between square brackets thus:- [p??]
14. Mr Harris acquired the park home on 29th June 2018 by an assignment from Mr S F Starzek [p43] who had himself acquired the home on 8th September 1990 [p41].
15. The Pitch Fee Review Notice [p13] contains contradictory information. It states in Section 2 that the current fee is £161.92 per month and in Section 4 that the current rent is £160.87, also that the appropriate Consumer Prices index (“CPI”) rate percentage is 4.6%, and proposes a new fee of £168.28.
16. £161.92 plus 4.6% equals £169.37 whilst £160.87 plus 4.6% equals £168.27.
17. This Decision seeks to focus on the key issues relevant to the determinations made. Some matters mentioned in the bundle, at the site inspection or at the hearing do not require any finding to be made for the purpose of deciding the relevant issues.

The Inspection

18. The Tribunal inspected the Park from 10am on the morning of 3rd March 2026. Mr Newman and Mr Harris were both present.
19. The Tribunal noted that the outside of Mr Harris’s home appeared to be in good order, although the pitch itself was less so.
20. In particular the pitch fences to the front, rear and left - as viewed from the front- were in very poor condition or missing completely. To the rear of the home a timber garden shed is in poor condition and a pre-formed metal garden store damaged beyond repair.
21. The pitch behind the subject property, number 1, has no home on it. The Tribunal considers the empty pitch to be unsightly.
22. The Tribunal considered that the inspection had been helpful.

Submissions

23. The Applicant provided a Statement of Case dated 24th October 2025 [p55] and a Witness Statement also dated 24th October 2025 [p57].
24. The Applicant provided a copy letter [p60] sent to the Respondent on 14th November 2025 in which he informs the Respondent, who had not corresponded with the Applicant, that he would be seeking reimbursement

of the Application fee of £20 and the “upper tribunal (Lands Chamber) appeal fee of £242”. (sic).

25. The Applicant provides a copy of a decision from the Upper Tribunal (“UT”) which related to an earlier decision by a First-tier Tribunal (FTT) on 13th November 2024 relating to the same pitch fee increase, which had erroneously determined that the Applicant had not satisfactorily demonstrated evidence that Mr Kevin Harris was the occupier of 2 Downside Park.

The Hearing

26. The hearing was conducted at Bristol Magistrates Court on Tuesday 3rd March 2026 commencing at 11.30am. Both parties were present.
27. The Applicant was represented by Mr Newman who explained that the pitch fee does not include any utilities. Electricity is metered and billed separately and there are no water charges at present as the relevant Water Board are not making charges pending a resolution of meter problems. He confirmed that he was seeking a new pitch fee of £168.27 with effect from 1st January 2024.
28. Mr Newman stated that there are no amenity areas within the site whilst there are some residential garages which are let separately.
29. Mr Newman stated that there had been a rounding error in the Pitch fee Review Notice but the correct amount of the new fee should be £168.27 per month, and he also sought payment of the Tribunal fee of £20 and an Upper Tribunal fee from an earlier appeal of £242. Mr Harris had no questions for Mr Newman.
30. Mr Harris confirmed that he had bought the home in June 2018 and stated that the pitch fences had been in poor condition. He had refused to pay pitch fee increases in recent years due to the poor condition of the fences and because, in particular, his view to the rear of his home had been to the former home on pitch 1 with no privacy.
31. Mr Harris stated that he considered that the pitch fences were the responsibility of the site owner and not individual occupiers. When questioned about the Written Statement [p28] and in particular the Occupiers undertakings paragraph (f) [p32] he had no response. He stated that he had not read the agreement.
32. Mr Harris stated that he thought the proposed pitch fee was “about right” but he should not be responsible for the costs of pitch boundary fences. He stated that the home formerly on pitch 1 had been removed on 8th or 9th October 2025.
33. When questioned Mr Newman stated that where there is a shared boundary, described as a party fence, such as the boundary between Mr

Harris's home and the vacant pitch behind he expects occupiers to come to an arrangement to share any costs. Mr Harris did not agree with this.

The Agreement

34. The Tribunal had been supplied with a copy of the agreement relating to the pitch [p28] titled "Written Statement under Mobile Homes Act 1983".
35. Part IV of the Agreement contains the express terms which include the Occupier's undertakings a section 3 [p32] and a subparagraph (f) [p33] the occupier must maintain the pitch.

"To keep the pitch and all fences sheds outbuildings and gardens thereon in a neat and tidy condition PROVIDED ALWAYS that if the occupier fails to comply with this clause then the owner may give the 28 days' notice in writing requiring the occupier to comply with such terms and if the occupier has not taken all reasonable steps to comply with this clause within such period then upon the expiry thereof the owner may enter upon the pitch and carry out such work as may be necessary and the costs of such work shall be payable by the occupier forthwith".

The relevant Law

36. The Tribunal is the principal forum for the determination of matters in relation to park homes sites, that is to say parks on which homes are occupied by persons as their only or main residence.
37. One of the important objectives of the Mobile Homes Act 1983 ("the 1983 Act") was to standardise and regulate the terms on which mobile homes are occupied on protected sites. All agreements to which the 1983 Act applies incorporate standard terms which are implied by the statute, the main way of achieving that standardisation and regulation. In the case of protected sites in England the statutory implied terms are those in Chapter 2 of Part 1 of Schedule 1 to the 1983 Act. Insofar as any Written Statement/pitch occupation agreement pre-dates the 1983 Act, the terms implied by the 1983 Act became incorporated into the agreement. To the extent of subsequent amendment to the 1983 Act, amended implied terms are incorporated into the agreement.
38. Section 1 of the 1983 Act explains the scope of the Act, providing:
- "(1) This Act applies to any agreement under which a person ("the occupier") is entitled— (a) to station a mobile home on land forming part of a protected site; and (b) to occupy the mobile home as his only or main residence.
- [Sub-section (2) addresses the Written Statement of terms and other matters which must be provided before making an agreement.]
39. Section 5 of the 1983 Act defines the owner of the site and merits quoting as referred to below. The section states:

“owner”, in relation to a protected site, means the person who, by virtue of an estate or interest held by him, is entitled to possession of the site or would be so entitled but for the rights of any persons to station mobile homes on land forming part of the site”.

40. Whilst pitch occupation agreements may include express terms, the implied terms take precedence over those where any conflict appears between the two. Section 2 of the 1983 Act states:

“Terms of agreements

(1) In any agreement to which this Act applies there shall be implied the [applicable] terms set out in Part I of Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement”

41. Implied terms 21 onward include the following provisions relevant to payments, including service charges:

“Occupier’s obligations

21. The occupier shall—

(a) pay the pitch fee to the owner;

(b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner

.....

42. Paragraph 29 of Part 1 defines a pitch fee as follows:

“In [this Chapter]-

“pitch fee” means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for the use of the common areas of the site and their maintenance, but does not include amounts due for gas, electricity, water and sewerage or other services unless the agreement expressly provides that the pitch fee includes such amounts.”

43. The principles governing a pitch fee increase are provided for in paragraphs 16 to 20 inclusive of Schedule 2 to the 1983 Act. The procedure is provided for in paragraph 17, which also makes reference to paragraph 25A.

44. A review is annual on the review date. In respect of the procedure, paragraph 17(2) requires the Owner to serve a written notice (the Pitch Fee Review Notice as termed) setting out their proposals in respect of the new pitch fee at least 28 days before the review date. Paragraph 17(2A) of the 1983 Act states that a notice under sub-paragraph (2) is of no effect unless accompanied by a document which complies with paragraph 25A. Paragraph 25A enabled regulations setting out what the document accompanying the notice must provide. The Mobile Homes (Pitch Fees) (Prescribed Forms) (England) Regulations 2013 (“The Regulations”) did so, more specifically in regulation 2. It is important to note that the Notice puts forward a proposal- it is not a demand.

45. The Mobile Homes Act 2013 (“the 2013 Act”) which came into force on 26 May 2013 strengthened the regime. Section 11 introduced a requirement for a site owner to provide a Pitch Fee Review Form in a prescribed form to the occupiers of mobile homes with the Pitch Fee Review Notice, amongst other changes to the 1983 Act.

46. In terms of a change to the pitch fee, paragraph 16 of Chapter 2 provides that the pitch fee can only be changed (a) with the agreement of the occupier of the pitch or:

“(b) if the [appropriate judicial body], on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.”

47. The owner or the occupier of a pitch may apply to the Tribunal for an order determining the amount of the new pitch fee (paragraph 17. (4)). The Tribunal is required to then determine whether any change (increase or decrease) in pitch fee is reasonable and to determine what pitch fee, including the proposed change in pitch fees or other appropriate change, is appropriate. The original pitch fee agreed for the pitch was solely a matter between the contracting parties and not governed by any statutory provision. Any change to the fee being considered by the Tribunal is a change from that or a subsequent level- the Tribunal does not consider the perceived reasonableness of that agreed pitch fee in any wider sense, for example by comparison to other pitch fees.

48. The Tribunal is required to have regard to paragraphs 18, 19 and 20 of Part 1 of Schedule 1 of the 1983 Act when determining a new pitch fee. The implementation of those provisions was the first time that matters which could or could not be taken into account when determining whether to alter the pitch fee and the extent of any such change were specified.

49. Paragraph 18 provides that:

“(1) When determining the amount of the pitch fee particular regard shall be had to-
any sums expended by the owner since the last review date on improvements
(aa) any deterioration in the condition, and any decrease in the amenity, of the site
(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 (insofar as regard has not previously been had to that reduction or deterioration for the purposes of this sub- paragraph.
.....”

50. “Regard” is not the clearest of terms and the effect of having such regard is left to the Tribunal. Necessarily, any such matters need to be demonstrated specifically. “Particular” emphasises the importance and strength of the regard to be had.

51. As amended by the 2013 Act, paragraph 18 and paragraph 19 set out other matters to which no regard shall be had or otherwise which will not be taken account of. None of those are relevant to these proceedings.
52. Paragraph 20A (1) introduced a presumption that the pitch fee shall not change by a percentage which is more than any percentage increase or decrease in the RPI, now CPI, since the last review date, at least unless that would be unreasonable having regard to matters set out in paragraph 18(1) (so improvements and deteriorations/ reductions). The provision says the following:
- “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 not more than any percentage increase or decrease in the retail price index calculated by reference only to-
the latest index, and
index published for the month which was 12 months before that to which the latest index relates.”
53. It might fairly be said that the 1983 Act is not drafted in such a way as to make the interplay of paragraphs 18 to 20A as clear as perhaps ideally it might have. That has given rise to a significant quantity of caselaw about the approach to take to determining pitch fees. Nevertheless, none of paragraphs 18 to 20 are described as taking precedence over the others. The presumption of an increase in accordance with an increase in CPI is fundamental but only where the presumption arises and matters in paragraphs 18 and 20 do not prevent that.
54. It is also important to emphasise that references below to “weighty factors” are to factors which might rebut a presumption which has arisen. They are not the paragraph 18 considerations. Rather if the presumption arises, it is just that, a presumption, and so necessarily it must be able to be rebutted by matters sufficient to rebut it. It is important not to confuse the two different sets of considerations, paragraph 18 one and weighty factors, which arise at different points in considering the level of pitch fee and operate in different ways.
55. In respect of any factual matters in dispute, the Tribunal determines those on the balance of probabilities.

Case Law

56. There have been a particular proliferation of Upper Tribunal judgments from 2023 to the end of 2024 or thereabouts, which have clarified various issues which have arisen in respect of pitch fees. Most notably those have included *John Sayer’s Appeal* [2014] UKUT 0283 (LC), *Britanniacrest Ltd v Bamborough* [2016] UKUT 0144 (LC) *Vyse v Wyldecrest Parks (Management) Ltd* [2017] UKUT 24 (LC) It is not necessary or especially helpful to set out all of those. *Wyldecrest Parks (Management) Ltd v Whiteley* [2024] UKUT 55 (LC) [4/ 1703- 1721] effectively summarises key

principles from most of the earlier decisions, in addition to adding further relevant matters.

57. In *Martin Hampton v Berkeley Leisure Group Ltd* [2024] UKUT 260 (LC) the Upper Tribunal determined that minor errors in the prescribed notice or calculations does not invalidate it.

58. Some of those principles as relevant to these proceedings are as follows:

- The initial pitch fee is a matter for the parties to agree between themselves (and it may be said that the way in which initial pitch fees are agreed by them is less than wholly clear but not relevant to the Tribunal).
- Unless a change in the pitch fee is agreed between the owner of the site and the occupier, the pitch fee will remain at the same level unless the Tribunal considers it reasonable for the fee to be changed.
- The pitch fee is a composite fee being payment for a package of rights provided by the owner to the occupier, including the right to station a mobile home on the pitch and the right to receive services.
- The overarching consideration is whether the Tribunal considers it reasonable for the pitch fee to be changed; it is that condition, specified in paragraph 16(b), which must be satisfied before any increase may be made (other than one which is agreed).
- If the Tribunal decides that it is reasonable for the fee to be changed, then the amount of the change is in its discretion, provided that it must have "particular regard" to the factors in paragraph 18(1).
- Paragraphs 18, 19 and 20 of Schedule 2 explain what is to be taken into account in determining a new pitch fee. These provide the only guidance to the FTT on what it is to do if, having received an application from an owner or occupier, it considers it is reasonable for the pitch fee to be changed. They are not as informative as they might have been.
- There is lack of clear instruction in the Act about how the pitch fee is to be adjusted to take account of all relevant factors. The only standard which is mentioned in the implied terms, and which may be used as a guide by a Tribunal when they determine a new pitch fee, is what they consider to be reasonable.
- Provisions in the 1983 Act are capable of being interpreted purposively.
- Paragraph 18(1)(ab) requires the FTT to have regard to any reduction in services which the owner supplies to the site, the pitch or the individual home. Where such services are reduced, or the quality diminishes, the Act requires that reduction or deterioration to be taken into account-as a factor justifying either a reduction in the pitch fee or a smaller increase than would otherwise be allowed.
- The fee must properly reflect the changed circumstances. Those changed circumstances include the reduction in amenity, but they will also include any change in the value of money i.e. inflation since the last review took place. For it to be appropriate for there to be no change in the pitch fee at all it would be necessary for factors justifying a reduction to (at least approximately) cancel out inflation and any other factors justifying an increase.

- Deterioration is that since 2014 when the provision came into force (provided that it has not already been taken account of) and not only that since the last pitch fee review.
- If, having regard to a factor to which paragraph 18(1) applies, it would be unreasonable to apply the presumption then the presumption does not arise. (Hence whilst it has been suggested on occasion in decisions that paragraph 20 trumps paragraph 18 and 19, that is wrong and the correct position is closer to the opposite of that because those earlier paragraphs dictate whether paragraph 20 applies at all and so if anything trump the presumption where the consideration which should be given to them is sufficient.)
- Otherwise, the presumption does arise and the Tribunal must apply the presumption in paragraph 20(1) that there shall be an increase (or decrease) no greater than the percentage change in the CPI since the last review date.
- However, if there are weighty factors not referred to in paragraph 18(1) the presumption may be rebutted and so it is necessary to consider whether any 'other factor' displaces it. Such other factor(s) must be sufficiently weighty if they are to rebut a presumption which has arisen in light of the statutory scheme. If it were a consideration of equal weight to CPI, the authorities suggest that applying the presumption, the scales would tip the balance in favour of CPI but see below.
- The Tribunal will need to consider whether the factor which justifies a higher or lower increase than CPI affects all pitches equally. If it does not, then it will be necessary for the Tribunal to determine what is the reasonable pitch fee for each pitch, or each group of pitches affected to the same extent, rather than to adopt a blanket approach.
- The fee is for the pitch and that the personal characteristics of a particular occupier does not form part of that.
- It is not necessary or appropriate to seek to divide the pitch fee between the right to station a home on the pitch, the right to use the common areas of the park, and the right to have those common areas maintained by the owner, Parliament had chosen not to require that.
- Tribunals should try to adopt a relatively simple approach, because the sums involved are modest and the material available is likely to be quite limited. Unless different pitches are affected to a materially different degree by a loss of amenity such that there is a good reason for differentiating between them in determining new pitch fees, tribunals should not feel obliged to do so.
- The Tribunal should determine what in their view is a reasonable increase or a reasonable pitch fee having regard to the owner's expenditure on improvements, and to the loss of any amenity at the park or deterioration in its condition and having regard to the change in the general level of prices measured by CPI, and such other factors as they consider relevant. They should use whatever method of assessment they consider will best achieve that objective.

59. The cases since *Whiteley* have tended to quote parts of the judgment in *Whiteley* more so than earlier decisions of the Upper Tribunal, although not exclusively. They add as follows:

- A pitch fee may, if it is appropriate to reduce it, be reduced to produce whatever figure the Tribunal determines is reasonable and beyond any previous figure agreed by the parties if that is appropriate.
- The starting point for considering deterioration or decline is the previous condition of the Park as found and not any minimum contractual standard, so the comparison is between the condition at the relevant time and its previous condition.
- Any deterioration or decline not previously the subject of a determination by the Tribunal may be considered.
- The Tribunal's jurisdiction is triggered simply by an absence of agreement by a resident rather than by specific expression of disagreement and that must be intended as a safeguard.
- The Tribunal is entitled to have regard to evidence and submissions presented by residents who have participated when determining fees for pitches whose occupiers have not.
- The Tribunal is entitled to take account of what it sees at an inspection, although it would be good practice to point out to the parties anything of particular importance to its valuation.
- The Tribunal can take account of one or more aspects of the site- the whole of the site does not have to decline- and "any decrease" may mean to a single pitch.
- A temporary or restorable state of affairs can amount to a relevant consideration but the temporary or intermittent nature will be relevant as to whether it is reasonable for the CPI presumption to be displaced.
 - When the presumption applies, it provides the answer to the reasonable level of pitch fee but where it does not, the Tribunal must undertake an assessment which takes account of all relevant considerations.
 - If the Tribunal determines a nil increase, it must provide reasons, which will include explaining why the effects of any deterioration or decline to which it has had regard pursuant to paragraph 18 are equal to the level of increase otherwise applying the CPI (so this is not the same as applies to other weighty factors if the presumption has arisen and the question is whether it has been rebutted- although this is perhaps not the simplest distinction).
 - Amenity may decrease (or increase) for reasons unrelated to the provision of services so may alter even though the level or quality of services remains constant.
 - The Tribunal cannot simply decide a reasonable fee generally but rather has to follow the reasoning process in the 1983 Act.
 - The level of increase in the RPI is not in itself a weighty factor.
 - The fact that there are service charges charged to pitch occupiers is not of itself a weighty factor to rebut the presumption, if that has arisen no paragraph 18 factors having prevented that. The presumption could potentially be rebutted but what is needed is an evaluation of the advantages and disadvantages conferred by reference to the amount of the service charges.

Consideration and Determination

60. The Tribunal considered the matter on 3rd March 2026 and determines that the minor variations between the figures within the Notice are not sufficiently material as to invalidate the Notice. The proposed new pitch fee is £168.27 per month.
61. The Agreement assigned to Mr Harris on 29th June 2018 is clear in that the responsibility for pitch fences falls to the occupier.
62. The Tribunal agrees that the view to the rear of the home is unsightly, but the fences were already in poor condition when Mr Harris acquired the home in 2018 so there can be no valid argument that the amenity of his pitch has deteriorated.
63. The view may have deteriorated further since the home on pitch 1 was removed, but this was not done until 2025 so is not relevant in this case which is determining the fee as at 1st January 2024.. The Tribunal noted the poor condition of the outbuildings at the rear of pitch 2 which are unsightly in themselves.
64. The Applicant has not suggested how the cost of a fence should be shared between adjoining pitch occupiers where one of the pitches is vacant and therefore 'owned' by the site owner.
65. The Tribunal determines that there is no reason to displace the presumption that the pitch fee should increase in line with the CPI of 4.6% and determines that the pitch fee for the property from 1st January 2024 shall be £168.27 per month.

Costs and fees

66. In respect of the application fees, the Applicant sought to recover those from the Respondent.
67. Until the date of the inspection and hearing the Respondent has not engaged with the Tribunal proceedings. During the Hearing the Respondent stated that he thought the amount of the pitch fee was "probably right" and that he had not read his pitch agreement. The Tribunal has determined that the Applicants case is proven. The Tribunal determines that the Respondent shall reimburse the Applicant with the fee for this matter in the sum of £20.
68. The previous application in respect of this same pitch fee was refused on the grounds that the Applicant had not shown that Mr Harris was the legal occupier of the home. The Applicant appealed the decision which was overturned and remitted to this Tribunal.
69. In the application to this Tribunal [p3] the Applicant makes no reference to the costs of the Upper Tribunal case, The Respondent is not responsible for the fact that the Tribunal did not find for the Applicant in that case, which required an appeal, and it is therefore determined that the

Respondent should **not** be responsible for the cost of the Upper Tribunal appeal in the sum of £242.

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 by email at rpsouthern@justice.gov.uk
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.
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.