



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

Tribunal Case Ref. : HAV/43UG/PHC/2025/0613

Property : 31 Albert Avenue, Penton Park, Mixnams Lane, Chertsey, Surrey, KT16 8QG

Applicants : The Berkeley Leisure Group Limited

Representative :

Respondent : David Mead

Representative :

Type of Application : Application for a determination of any question arising under section 4 of the Mobile Homes Act 1983 (as amended)

Tribunal Member(s) : Judge J Dobson
Mr C Davies FRICS

Date and venue of hearing : 26th February 2026, Havant Justice Centre

Date of Decision : 6th March 2026

DECISION

Summary of the Decision

- 1. The Tribunal determines and declares that the Respondent is in breach of clause 3(5) of the agreement between the parties. The Tribunal determines that the Respondent has failed to keep the mobile home in a good and substantial state of repair, appearance and condition and to keep the exterior thereof clean and tidy.**
- 2. The Tribunal further determines and declares that the Respondent is in breach of clause 3(6) of the agreement between the parties. The Tribunal determines that the Respondent has failed to keep the plot and all fences, awnings, door- porches, sheds, outbuildings, and gardens thereon in a neat and tidy condition and free from weeds.**
- 3. The Tribunal orders the Respondent to remedy the breach of clause 3(5) by 30th June 2026.**
- 4. The Tribunal orders the Respondent to remedy the breach of clause 3(6) by 30th April 2026.**
- 5. The Respondent shall bear the fees in respect of this application, to be paid to the Applicant by 31st March 2026.**

The Background

- 6. The Applicant is the owner of Penton Park, Mixnams Lane, Chertsey, Surrey, KT16 8QG (“the Park”).**
- 7. The Respondent is the owner of a park home (“the Property”) situated at 31 Albert Avenue (“the Pitch”) on the Park and has the right to occupy the Pitch so described pursuant to an agreement dated 20th April 1976 and assigned to the Respondent on 17th May 1982 (“the Agreement”) [22- 26].**
- 8. Previous proceedings were taken by the Applicant in 2020 under case reference CHI/43UG/PHC/2020/0007 resulting in a decision dated 16th November 2020 [partial copy 63-67]. Breaches by the Respondent were found and the Respondent was ordered to remedy those.**

The Application and history of the case

- 9. The Applicant sought determination of whether the Respondent is in breach of the terms of the Agreement pursuant to the Mobile Homes Act 1983 (“the Act”) by an application dated 31st July 2025 [8- 15]. The Applicant argued that the Respondent has failed to maintain the Property and the Pitch, that both are having a detrimental effect on the amenity of the Park. It sought an order that the Respondent be required to remedy the breaches alleged within a reasonable period of time.**

10. Directions dated 10th December 2025 [2- 7] were given in usual terms and the final hearing was listed on 26th February 2026. Those Directions included providing for the Applicant to produce a bundle of documents relied on by the parties in relation to the issues for determination. The Applicant produced a PDF bundle amounting to 101 pages in advance of the final hearing.
11. Whilst the Tribunal makes it clear that it has read the bundle, the Tribunal does not refer to all of the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to pages or documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account. Insofar as the Tribunal does refer to specific pages from the bundle, the Tribunal does so by numbers in square brackets [] as has occurred above, and with reference to PDF bundle page- numbering.
12. This is an imperfect, although as good as any, time to record that the Tribunal has been mindful of the guidance of the Senior President of Tribunals to seek to keep decisions relatively short. The Decision seeks to focus on the key issues. The Decision is made on the basis of the evidence and arguments presented, save where clarified by the Tribunal in the hearing, and is necessarily limited by the matters to which the Tribunal was referred.

The Agreement

13. The Agreement covers the usual sorts of matters, much as it refers to a previous statute and is presented in a somewhat old- fashioned manner- not that it is unusual to encounter agreements of a broadly similar vintage. The Agreement also necessarily includes terms implied by the Act, which implied terms take precedence over any contrary express terms, if any- see further below.
14. The specific terms of the Agreement relied upon by the Applicant and pertinent to the determination of the Tribunal read as follows:

“3 (5) To keep the mobile home in a good and substantial state of repair appearance a condition and to keep the exterior thereof clean and tidy PROVIDED ALWAYS that if the occupier fails to comply with the terms of this clause then the owner may give the Occupier notice in writing requiring the occupier to comply with such terms within twenty- eight days then next following and if the Occupier shall not comply with this clause and such notice within such period then upon the expiry thereof the Owner may enter upon the Plot and the Mobile Home and carry out such work as may be necessary and the cost of such work shall be payable by the Occupier to the owner forthwith on demand. AND -

3 (6) To keep the plot and all fences awnings door- porches sheds outbuildings and gardens thereon in a neat and tidy condition and free from weeds PROVIDED ALWAYS that if the occupier fails to comply with the terms of this clause then the owner may give the occupier notice in writing requiring the occupier to comply with this clause and such notice within such period then upon the expiry thereof the Owner may enter upon the Plot and carry out such work as may be necessary and

the costs of such work shall be payable by the Occupier to the Owner forthwith on demand.”

15. It will be identified that the Agreement uses the term “the Plot” for what the Tribunal terms “the Pitch” and uses the term “the Mobile Home” for what the Tribunal terms “the Property”.

The relevant Law

16. The Tribunal’s jurisdiction to deal with this application is contained in section 4 of the Act and in section 231A of the Housing Act 2004. Extracts of the relevant parts of those sections are set out below.

“Section 4 of the Act Jurisdiction of a tribunal or the court

- (1) In relation to a protected site, 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 subsections (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 [...]2 , 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.

Section 231A Housing Act 2004- 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 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.

(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.

(5) In subsection (4)-

“mobile home” and “protected site” have the same meaning as in the Mobile Homes Act 1983 (see section 5 of that Act);

“pitch” has the meaning given by paragraph 1(4) of Chapter 1 of Part 1 of Schedule 1 to that Act 2;

“pitch fee” has the meaning given in paragraph 29 of Chapter 2, paragraph 13 of Chapter 3, or paragraph 27 of Chapter 4, of Part 1 of Schedule 1 to that Act, as the case may be.”

17. Whilst it is a little odd that the powers are contained in the Housing Act 2004 somewhat isolated from the other legislation related to park homes, it is nevertheless clear that in addition to its other powers, the Tribunal is specifically given the power to order cleaning, repairs and other works. Whilst the Tribunal is said to be given the power to give “directions”, those are very different to the directions issued within proceedings and rather the power is one to make a final order for appropriate steps to be taken.

18. Part 1 of Chapter 1 of schedule 1 of the Act contains the terms implied into the Agreement by the Act.

The Hearing

19. The hearing was conducted at Havant Justice Centre. The Applicant was represented by Mr David Blake, its Operations Manager. There was no attendance by or on behalf of the Respondent.

20. The first matter about which the Tribunal asked Mr Blake was in relation to the non- attendance of Mr Mead, the Respondent. Mr Blake was not able to assist. It was established that the Respondent may be aged something in the broad region of 60 years, that he is understood to work as a manager in retail and that there are no medical matters of which the Applicant is aware which might be relevant to participation and attendance (or indeed steps which the Respondent may be ordered to take).
21. The Tribunal had been made aware by the case officer prior to the commencement of the hearing of the non- attendance of the Respondent and so had considered whether it was satisfied that the Respondent had been notified of the hearing. The Tribunal identified nothing from the Tribunal file to suggest any lack of notification to the Respondent. Correspondence was located in the file which was addressed to the Respondent. There was hint that had not been sent to the Respondent just the same as correspondence to the Applicant. The Tribunal found that the Respondent had been made aware of the hearing.
22. The Tribunal could identify no reason why the hearing ought not to proceed. The Tribunal was mindful that rule 34 of The Tribunal Procedure (First Tier Tribunal) (Property Chamber) sets out a two- pronged test. Not only does the Tribunal need to be satisfied that the Respondent was aware of the hearing but also that it is in the interests of justice to proceed with the hearing in the absence of the Respondent.
23. The final hearing had been fixed several weeks earlier, the Applicant's representative/ witness had travelled to attend, a bundle was available with all of the cases as provided pursuant to the Directions (albeit with nothing from the Respondent who had not engaged and the Tribunal was ready and able to proceed. In addition, given that the Respondent had not provided any case pursuant to the Directions, it was not easy to identify anything that the Respondent would be able to substantively add if the hearing were to be adjourned to another occasion with the additional delay and costs that would cause. The Tribunal comfortably determined that the interests of justice were best served by the hearing proceeding and so moved on with the remainder of the hearing
24. As to the substantive case, the Tribunal received brief oral evidence from Mr Blake further to his written witness statement [68- 69] and the Applicant's statement of case [16- 20] (which he also signed with a statement of truth). He also provided closing submissions, principally as to the timescale for any remedial work the Tribunal might order to be carried out by the Respondent.
25. Save for confirming the truth of the facts stated in those documents, Mr Blake stated that there has been no improvement in the condition of the Property to that referred to below. There has been some change in relation to vegetation reflecting the season. There has been no contact from the

Respondent with regard to action to remedy the matters of which the Applicant complains.

26. It merits recording that Mr Blake had not seen the up-to-date condition of the Property and Pitch- his direct knowledge related to an attendance in July 2025 as mentioned below. Rather, Mr Blake that he had asked the Park Manager, Ms Rebecca Turner, to check the situation day before the hearing, speaking to her by telephone at that point. Mr Blake said he spoke to Ms Turner again later that day and had been informed by her that some areas of vegetation had died but otherwise the condition of the Pitch and Property remained the same.
27. The Tribunal is grateful to Mr Blake for his assistance at the hearing with the application.
28. The Tribunal did not inspect the Pitch and Property in particular or the Park generally. The Tribunal was content that any matters in respect of which there was a need for visual evidence were well demonstrated by photographs such that it was not necessary to inspect in order to determine the matters for determination.

Consideration of the Issues

29. In the Applicant's statement of case, Mr Blake states that it carried out what is described as a "roadside assessment" of the condition of the Property and the Pitch on 9th April 2025 and the day after, so 10th April, it wrote to the Respondent outlining its concerns.
30. In particular, issues as to the condition of the Property were identified as:
 - Exterior panels lifting which may allow water ingress and cause internal problems
 - Visible dirt and algae to the exterior
 - Wooden frames around windows appear rotten in places
31. Further, issues as to the condition of the Pitch were identified as
 - Vegetation is not being maintained and is growing up and against the Property and to the rear is at the height of the Property
 - Grass and brambles are growing against and up the neighbouring park homes' fence which will cause damage and deterioration- where the neighbour had recently replaced fencing due to damage caused to previous fencing by the state of the Pitch
 - Grass is not maintained to a satisfactory level
32. In addition, the Applicant wrote again on 7th May 2025 requiring the matters to be resolved in the absence of which a Notice of Breach would be served, followed by a further letter dated 16th June 2025, particularly expressing concern that the overgrown vegetation created a fire risk. Then on 2nd July 2025 a Notice of Breach was served.

33. Those items of correspondence are within the bundle [38- 42, 54- 61]. So too are the photographs taken on 9th April 2025 [28- 30]. The Tribunal finds that the items of correspondence were sent to the Respondent and the Notice served. The Tribunal further finds that the photographs were taken on 9th April 2025 and the condition shown is the condition of the Property and Pitch at the time. There has been no suggestion to the contrary.
34. Similarly, the Tribunal accepts the unchallenged evidence that Mr Blake attended the Park on 17th July 2025 and that further photographs were taken [44- 52]. In addition, that the condition of the Property and Pitch at that time are as shown in those photographs.
35. For completeness, the bundle also contained a further set of photographs of the Property and the Pitch [32- 36] but dated from June 2022 and so somewhat out of date. The oral evidence of Mr Blake was that those photographs provide a good indication of the condition the vegetation reaches each summer. The photographs show that the path had entirely disappeared and the entire side of the Pitch on which the path is situated was covered by vegetation 2 to 3 feet tall, with taller vegetation shown in front of the Property. The pitch was especially unsightly and uncared for.
36. The Tribunal finds on the basis of the uncontested evidence presented that the issues identified by the Applicant in the April 2025 and July 2025 correspondence existed, with one exception- see below. The photographs in particular show a single unit in an externally dirty condition and with panels protruding out from the remainder of the unit towards the bottom of them. The Property looks in poor condition and is unsightly.
37. The photographs additionally show a very overgrown Pitch. As at the April 2025 photographs there is a narrow path the width of which free of vegetation has reduced to a few inches and then with grass and/ or weeds growing in the gaps between the paving stones. The remainder of the pitch is shown to be covered in grass, weeds and other vegetation at least a few inches in height and behind the Property rather higher than that. The vegetation is shown to extend from the rear of the Pitch to the rear of the Property itself and to extend beyond that along part of the side of the Property.
38. By the time of the July 2025 photographs the condition of the Property itself looks much the same. However, the grass is significantly longer and other vegetation more substantial (although not to the extent of the September 2022 photographs).
39. The Tribunal finds that the condition of the Property and the Pitch as shown in those photographs reflect a lack of maintenance of the Property and the Pitch by the Respondent.
40. The exception is that the Tribunal was unable to find on balance that the wooden frame and wooden panels are rotten and are not in a good and substantial state of repair and condition. The Applicant's case is that there appears to be rot but Mr Blake conceded that was a visual impression. There

is no surveyor's report or other similar report and there has been no testing of the wooden areas.

41. The appearance of the wooden frames and panels may be imperfect at close quarters but was not apparent on the photographs and the evidence of Mr Blake was not very specific about them. The photographs show a front window which has a dirty UPVC frame. It is apparent that there is a wooden frame around that window and Mr Blake explained that there is a wooden panel to each side of the front window across the remainder of the front, which the panel was then able to identify. Those are the areas said by the Applicant to be affected by rot. The dirty frame adds a little to the unsightly condition of the Property.
42. The Tribunal accepted that, not least in light of the wider lack of cleaning and maintenance, it was entirely possible that the wooden areas suffered from. That is not sufficient on which the Tribunal can find rot to be present on balance. The question of whether any such rot was or was not sufficient to prevent a good and substantial state of repair, which does not demand perfection, did not therefore require determination.
43. Mr Blake explained in his witness statement as at 2nd February 2026- and confirmed orally as set out above- that there has been no remedial action taken by the Respondent since. The Tribunal accepts that unchallenged evidence, applying a degree of caution to the information provided to Mr Blake by Ms Turner in the absence of a witness statement from her or attendance by her to confirm matters and where strictly Mr Blake can only state that Ms Turner told him certain things. Given that the rules of evidence in Tribunal proceedings are less strict than Court proceedings but that what Mr Blake said had some evidential value and given the lack of any contrary evidence, the Tribunal considered that the Applicant had provided sufficient for the Tribunal to make the finding below applying the standard of proof relevant, namely on the balance of probabilities.
44. The Tribunal therefore finds that the Property remains in a very unsightly external condition and the Pitch remains overgrown with vegetation.
45. The Tribunal is mindful that it does not have specific evidence of the condition of the Property and the Pitch at any given earlier point than June 2022. However, the Tribunal considers that it can properly infer from the condition seen in the photographs and from the evidence of Mr Blake that the Property and Pitch were not in the condition shown at the outset of the Agreement. It is implausible that the Property would have been dirty externally to the extent shown, for example.
46. The Tribunal determines that the Respondent has failed to keep the mobile home in a good and substantial state of repair appearance a condition and to keep the exterior thereof clean and tidy. The Tribunal determines that the Respondent is therefore in breach of clause 3 (6) of the Agreement. The Tribunal determines that the breach is continuing.

47. The Tribunal further determines that the Respondent has failed to keep the plot and all fences awnings door- porches sheds outbuildings and gardens thereon in a neat and tidy condition and free from weeds. The Tribunal determines that the Respondent is therefore also in breach of clause 3(5) of the Agreement. The Tribunal determines that the breach is continuing.
48. The Tribunal therefore declares, in response to the Applicant's question, exercising its jurisdiction under section 4(1)(a) of the Act, that the Respondent is in breach of those express terms.
49. Given the condition of the Pitch and the Property as revealed in the photographs and the evidence of Mr Blake about the continuing condition, the Tribunal considers it appropriate to exercise its jurisdiction to order the Respondent to remedy the breaches. Whilst the Tribunal has not received any direct evidence from occupiers of neighbouring pitches or indeed any other pitches on the Park, the Tribunal has noted that photographic evidence indicates at least one neighbouring pitch to be well and neatly maintained, to which the Property and Pitch provides a marked contrast.
50. As to the timescale, the Tribunal has noted that the Applicant originally gave a period of 28 days. That was of course several months ago. Other timescales for responses or steps were contained in other correspondence.
51. In closing, Mr Blake was content for the timescale for the remedying of the breaches to be longer than that. He argued for a shorter timescale for the work to the Pitch, which he suggested could be dealt with relatively quickly, than that for the Property. Mr Blake also referred to the damage to fencing belonging to the neighbouring pitch.
52. Mr Blake said that he was not aware of any specific difficulty with the Respondent attending to the required works and highlighted the fact that previous breaches had been remedied and, as set out in the written case, the Pitch and Property had been well- maintained for a number of months. Mr Blake suggested that the dirt to the Property could be washed off, including the textured area towards the roof apex at the front. The Renatex, as he described the material, could be scrapped and/ or sanded.
53. The Tribunal finds that the Respondent may very well need to employ one or more contractors to undertake work. There may be medical matters relevant, but the Tribunal has no evidence of that and cannot guess. However, equally the extent of the work to cut back and clear overgrown vegetation may require a contractor. The bolting back of the protruding tin panel to the side of the Property appeared to the Tribunal likely to require specialist equipment and so need a suitable contractor to be found to undertake that work. It may be that the extent of the cleaning of areas of the exterior of the Property may also require something beyond domestic cleaning products and equipment.
54. The Tribunal seeks to provide a timescale which will encourage and facilitate remedial action being taken. The Tribunal is concerned that if the timescale were to be too short to be practicable to the Respondent, there would be an

increased likelihood of the Respondent thinking that the timescale could not be fulfilled and so not undertaking the work. That said, given the significant extent to which the Property and Pitch are in an unsightly condition, matters cannot be permitted to drift indefinitely.

55. The Tribunal agrees with Mr Blake that the likelihood is that the Pitch can be attended to more quickly than potentially the Property and so the timescale for completion of each part of the works to remedy the breaches ought to be different, with that for the Pitch being shorter. However, the Tribunal considers that for the Pitch, the timescale ought not to be shorter than a reasonable time for the Respondent to accept what must be attended to, to contact a gardening or similar contractor (or more than one) if he wishes to, to obtain one or more quotes, to consider those and agree to instruct a contractor and that contractor be available to undertake the works. That reasonable time is one which is reasonable on the basis of the Respondent now acting with some enthusiasm given the level of unsightliness and breach.
56. The same essential matters apply in respect of the Property, save that the Tribunal considers it quite likely that the Pitch will need to be tidied before the cleaning and other work to the Property can be undertaken. It could be, although the Tribunal has not the evidence to make a positive finding of this, that even a quote might have to await the Pitch work.
57. The Tribunal accordingly considers it appropriate to allow broadly 8 weeks for the Pitch work and what the Tribunal finds it simplest to round up a little to 2 further calendar months for the Property work.

Decision in respect of disputed items

58. The effect of the above findings and determinations is that the Tribunal determines that the Respondent is in breach of both clause 3(5) and clause 3(6) of the agreement and makes a declaration accordingly.
59. The Tribunal determines that the Respondent must remedy the breach of clause 3(5) and clause 3(6) and determines the appropriate timescale for the former is by 30th June 2026 and the latter is by 30th April 2026.

Applications in respect of costs and fees

60. As there is no application for costs, there is nothing to say about that potential matter. In terms of fees for the application, the Tribunal determines that those must be borne by the Respondent.
61. The primary reason is that the Respondent has been found to be in breach of the provisions of the Agreement and the Applicant has succeeded with the application. In the absence of the Respondent remedying the defects himself and in response to a number of communications, it was reasonable for the Applicant to seek a determination and order from the Tribunal.

62. The Tribunal is unable to identify any factor which ought to weight against the Applicant recovering the application fee and hearing fee incurred.
63. The Tribunal had provided for payment by the end of the calendar month on the basis that in general that should be ample time and there is no information received to suggest that any longer period should instead be given.

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.ogv.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.