



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

**Case reference** : HAV/23UB/PHI/2025/0792

**Property** : 18 Enstone Park, The Reddings, Cheltenham,  
Gloucestershire GL51 6FY

**Applicant** : Turners Regency Parks Limited

**Representative** : N/A

**Respondents** : Miss Eckersley

**Representative** : N/A

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

**Tribunal Members** : Judge R Cooper

**Date of Decision** : 22 March 2026

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**DECISION**

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**The application for an increase in the Pitch Fee for 18 Enstone Park, The Reddings, Cheltenham, Gloucestershire GL51 6FY to £183.76 per calendar month with effect from 1 April 2025 is refused. The previous pitch fee remains payable.**

## **Background to the application**

1. On 30 June 2025 the Tribunal received an application from Turners Regency Parks Limited ('the Applicant') for a determination of a new pitch fee for 18 Enstone Park, The Reddings, Cheltenham, Gloucestershire GL51 6FY ('the Property'). This is a park home occupied by Miss K Eckerstone ('the Respondent').
2. The Applicant seeks an increase of the pitch fee for the Property from £178.41 per calendar month (the pitch fee said to be in place from 1 April 2024) to £183.76 per calendar month.
3. Directions were issued to the parties on 18 December 2025. These included directions for
  - (a) the Applicant to send evidence regarding the CPI increase to the Respondents and the Tribunal by 5 January 2026 (if not already sent),
  - (b) the Respondent was to send notice of any objection to the application by 19 January 2026 and
  - (c) either party to notify the Tribunal if they considered an inspection or an oral hearing was required
4. Neither party requested an inspection or oral hearing, and the Tribunal is satisfied that it is able to make a fair decision without an inspection or a hearing of the appeal, and it is in the interests of justice to do so.

## **The Documents**

5. The Tribunal considered the documents in a PDF bundle comprising 78 pages.

## **The law**

6. The relevant legal provisions governing the review of pitch fees are contained in paragraphs 16 to 20 and 25A of Chapter 2 to Schedule 1 to the Mobile Homes Act 1983 ('the 1983 Act') and the Mobile Homes (Pitch Review) (Prescribed Form) (England) Regulations 2023. In this decision all references to 'paragraphs' are the relevant paragraphs of Chapter 2 to Schedule 1 of the 1983 Act. Copies of the relevant provisions are set out in the Appendix to this decision.

## **Discussion and conclusions**

### The Applicant's pitch fee review process

7. Enstone Park, The Reddings, Cheltenham, Gloucestershire ('Enstone Park') is a protected site within the meaning of the Mobile Homes Act 1983 (as amended) (the 1983 Act).

8. The Respondent's right to station her mobile home on pitch 18 Enstone Park is governed by the terms of a Written Agreement under the provisions of the 1983 Act which is dated 25 May 2017.
9. A copy of the agreement has been produced by the Applicant. The review date provided for in the written agreement is given as 1<sup>st</sup> April each year. The pitch fee payable with effect from 26 May 2017 was £171.72.
10. The Applicant has produced a copy of a 'Pitch Fee Review Notice' and a 'Pitch Fee Review Form' both dated 19 February 2025. Roy Povey, who signed the application on behalf of the Applicant says the date of service was 20 February 2025. Although he has not explained how the Pitch Fee Review Notice ('the Notice') and Pitch Fee Review Form ('the PFRF') were served, the Applicant has produced a copy of a letter addressed to Miss Eckersley of the 19 February 2025 indicating it was posted to her. The Tribunal finds on the balance of probabilities that the Notice and PFRF were sent by post, and the date of service was 20 February 2025.
11. The Pitch Fee Review Notice provides for an increase from the current pitch fee (£178.41) to a proposed fee of £183.76. The form accompanying the Notice is a Pitch Fee Review Form which the Tribunal is satisfied is in the form prescribed by paragraph 25A and complies with Schedule 1 of the Mobile Homes (Pitch Review) (Prescribed Form) (England) Regulations 2023 which came into force on 2 July 2023. The Review Form explains that the increase to £183.76 was based on an increase in line with the Consumer Prices Index (CPI) published for January 2025 of 3% and would take effect on 1 April 2025.
12. The Tribunal is satisfied the Pitch Fee Review Notice and Form were served more than 28 days before the proposed increase would take effect. It is also satisfied the proposed increase was to be on the Review Date as provided for in the written agreement.
13. The Applicant's application for determination of the pitch fee by the Tribunal was received on 30 June 2025. It was made more than 28 days and not more than 3 months after the review date of 1 April 2025 and, therefore, meets the requirements of paragraph 17(5).
14. Having regard to the findings set out in paragraphs 7 to 13 above, the Tribunal is satisfied that the Applicant complied with the procedural requirements of paragraph 17 to support their application for an increase in pitch fee from 1 April 2025 for the pitch occupied by the Respondents.

#### Objections to the new pitch fee

15. The Respondent appears not to have responded to the letters sent by the Applicant to her on 19 February 2025, 4 April 2025, 7 May 2025 and 26 June 2025 regarding

the increase in the pitch fee and the application to the Tribunal. Nor has Miss Eckersley sent any response to the Tribunal.

Is it reasonable for the pitch fee to be changed?

16. Because the Respondent has not agreed to the increase, the first consideration for the Tribunal is whether it is reasonable for the pitch fees for 18 Enstone Park to be changed (paragraph 16(b)). No reasons have been given in the application for the proposed increase in pitch fee. However, the Tribunal accepts in general terms that costs for the Applicant incurred in both maintenance and materials will have increased in the intervening year. On this basis, the Tribunal was satisfied that it was reasonable for the pitch fees to be changed.

What should the new pitch fee be?

17. Having reached the conclusion that it is reasonable, in principle, for the pitch fee to be changed, the Tribunal, therefore, is required to determine what the new pitch fee should be from the effective date (i.e. 1 April 2025). In doing so the Tribunal does not have a general discretion to decide what figure is reasonable. The Tribunal is required to follow the procedure set out in the 1983 Act. In particular, it
  - (a) must have particular regard to the factors set out in paragraphs 18(1),
  - (b) must not take into account any costs incurred by the owner listed in paragraph 18(1A) and paragraph 19, and
  - (c) must apply the presumption in paragraph 20(A1) that there should be an increase or decrease no greater than the increase in CPI since the last review date unless to do so would be unreasonable having regard to the matters in paragraph 18(1) and any other weighty factor.
18. In relation to paragraph 18(1) the Tribunal finds there are no matters to be taken into consideration which might affect the increase. The Respondent failed to file any response to the application and there is nothing in the evidence to indicate either that there has been a deterioration in the condition of the site, any decrease in amenity or reduction in services supplied by the owner to the site and/or the pitch at 18 Enstone Park. The Applicant also confirms there have been no direct costs that have had to be paid by them in relation to the maintenance or management of the site due to an enactment that has come into force since the last review.
19. The Tribunal has not taken into account any costs which are set out in paragraphs 18(1A) or 19.
20. The presumption in paragraph 20(A1) (as it was amended on 2 July 2023) is that the pitch fee will increase (or decrease) by a percentage which is no more than any

increase (or decrease) in the CPI calculated by reference to the '*latest index*' and the index that was published for the month which was 12 months before the month of the latest index unless it would be unreasonable having regard to paragraph 18(1). 'Latest Index' is defined in paragraph 20(A2). In relation to Notice of an increase served at least 28 days before the review date, paragraph 20(A2)(a) states it '*means the last index published before the day on which that notice is served*'.

21. In considering whether the presumption in paragraph 20(A1) applies in determining the new pitch fee for 18 Enstone Park, the Tribunal must make findings both as to the pitch fee prior to the proposed increase and the relevant CPI increase as defined by paragraph 20(A2).
22. Apart from the information contained in the Pitch Fee Review Form and the application, there is no evidence before the Tribunal demonstrating that the pitch fee for the Property was £178.41 prior to the proposed increase. This is evidence that the Tribunal would expect an Applicant to produce as it provides the baseline from which any increase takes effect. This could either be a copy of the Applicant's earlier agreement showing the pitch fee agreed or a determination of the pitch fee by the Tribunal.
23. In Section 4 of its application, the Applicant says the previous pitch fee was agreed. However, it has not produced a copy of any such agreement. Nor is that assertion supported by the documentary evidence that has been provided to support its application. The letter dated 31 July 2024 states that an application was being made to the Tribunal because the Respondent had not agreed to the proposed increase. That letter does not include details of the pitch fee proposed from 1 April 2024. There is no copy of a determination by the Tribunal, and from its records it appears the previous application (reference CHI/23UC/PHI/2024/0439) was withdrawn. This may indicate agreement was reached, but not the actual figure agreed.
24. On the evidence before it, therefore, the Tribunal finds that the Applicant has not satisfactorily demonstrated the baseline from which its proposed increase was to take effect.
25. In addition, and perhaps more importantly, the Applicant has not produced evidence supporting the 3% CPI increase it relies on. As the notices were deemed served on 20 February 2025, the Tribunal is satisfied that the CPI figure should be the last index published before 20 February 2025.
26. The Applicant says in both its Notice and the Pitch Fee Review Form that it used the CPI figure from January 2025 which was published in February 2025. However, despite the express direction given to the Applicant on 18 December 2025 for evidence of the CPI used to be sent to the Tribunal and the Respondent by 5 January 2026 (paragraph 13), no such evidence has been provided.

27. There is, therefore, no evidence demonstrating that 3% was the CPI increase for January 2025. Nor is there evidence of the release date on which the January index was published and whether it was prior to 20 February 2025. From its experience with these applications the Tribunal is aware that both release dates and the % CPI increase can vary considerably month by month.
28. The Tribunal must make its determination based on the evidence that is before it on the day. It is not for the Tribunal to do its own online research. That is why an applicant is directed to produce the CPI evidence it relies on.
29. As the Applicant has not produced the evidence necessary to support the pitch fee increase claimed, the Tribunal considered whether the application should be adjourned for this information to be provided. When considering the overriding objective, the Tribunal decided that it is not in the interests of justice or proportionate to do so for the following reasons. It considered the respective resources available to the parties. The Tribunal is satisfied the Applicant as a Park Owner is a company able to provide necessary information most likely with considerable experience of making such applications. Express directions were given by the Tribunal for the information regarding the CPI it needed to make the determination. Those directions clearly indicated that parties must comply with them and that the Tribunal would only consider the documents produced in accordance with the directions. Adjourning the proceedings would result in further delay.

### Conclusion

30. As the Applicant has not provided the information necessary for the Tribunal to make a proper determination, the application for an increase in the pitch fee is refused.
31. The pitch fee for 18 Enstone Park therefore remains the pitch fee that was payable immediately before the 'Pitch Fee Review Notice' and a 'Pitch Fee Review Form' dated 19 February 2025 were served on the Respondent.
32. The costs of the pitch fee application are not payable by the Respondent.

### **Note: Appeals**

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 that 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. The

application must be sent by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) and should include the case number and address of the property to which it relates.

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.

## **APPENDIX**

The following are relevant excerpts from the legislation referred to in this decision

### **16.**

The pitch fee can only be changed in accordance with paragraph 17, either—

- (a) with the agreement of the occupier, 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.

### **17.**

(1) The pitch fee shall be reviewed annually as at the review date.

(2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.

(2A) In the case of a protected site in England, a notice under subparagraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.

- (3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.
- (4) If the occupier does not agree to the proposed new pitch fee—
- (a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;
  - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and
  - (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28<sup>th</sup> day after the date on which the new pitch fee is agreed or, as the case may be, the 28<sup>th</sup> day after the date of the appropriate judicial body order determining the amount of the new pitch fee.
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date but, in the case of an application in relation to a protected site in England, no later than three months after the review date.
- (6) Sub-paragraphs (7) to (10) apply if the owner—
- (a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
  - (b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.
- (6A) In the case of a protected site in England, a notice under subparagraph (6)(b) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.
- (7) If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28<sup>th</sup> day after the date on which the owner serves the notice under sub-paragraph (6)(b).
- (8) If the occupier has not agreed to the proposed pitch fee—
- (a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;
  - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and
  - (c) if the appropriate judicial body makes such an order, the new pitch fee shall be payable as from the 28<sup>th</sup> day after the date on which the owner serves the notice under sub-paragraph (6)(b).
- (9) An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (6)(b) but, in the case of an application in relation to a protected site in England, no later than four months after the date on which the owner serves that notice.

(9A) A tribunal may permit an application under sub-paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made to it outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in sub-paragraph (9) (in the case of an application under sub-paragraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reasons for the failure to apply within the applicable time limit and for any delay since then in applying for permission to make the application out of time.

(10) The occupier shall not be treated as being in arrears—

(a) where sub-paragraph (7) applies, until the 28<sup>th</sup> day after the date on which the new pitch fee is agreed; or

(b) where sub-paragraph (8)(b) applies, until the 28<sup>th</sup> day after the date on which the new pitch fee is agreed or, as the case may be, the 28<sup>th</sup> day after the date of the appropriate judicial body order determining the amount of the new pitch fee.

(11) Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—

(a) a notice under sub-paragraph (2) or (6)(b) was of no effect as a result of sub-paragraph (2A) or (6A), but

(b) the occupier nonetheless paid the owner the pitch fee proposed in the notice.

(12) The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—

(a) the amount which the occupier was required to pay the owner for the period in question, and

(b) the amount which the occupier has paid the owner for that period.

## **18.—**

(1) When determining the amount of the new pitch fee particular regard shall be had to—

(a) any sums expended by the owner since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(iii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the appropriate judicial body, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);

(ab) in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this subparagraph);

(b) ....

(ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and

(c)...

(1A) But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.

(2) When calculating what constitutes a majority of the occupiers for the purposes of subparagraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

## **19.**

(1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

(2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

(3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of—

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).

(4) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with—

(a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc.);

(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

**20.—**

(A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index calculated by reference only to—

(a) the latest index, and

(b) the index published for the month which was 12 months before that to which the latest index relates.

(A2) In sub-paragraph (A1), “*the latest index*” —

(a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;

(b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2).