FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HE/PHI/2025/0821 – 0830 HAV/00HE/PHI/2025/0834 – 0836 HAV/00HE/PHI/2025/0840 – 0845 HAV/00HE/PHI/2025/0849 – 0851
Property	:	Various at Manor Park, Resugga Green, St Austell, Cornwall, PL26 8YP
Applicant	:	Shadwell Park Ltd
Representative	:	David Sunderland
Respondents	:	The occupiers as per the schedule on page 2
Representative	:	
Type of Application	:	Review of Pitch Fee: Mobile Homes Act 1983 (as amended) [The 1983 Act]
Tribunal Member	:	Mr W H Gater FRICS Mr M C Woodrow MRICS Mr M Williams FRICS
Date of Decision	:	27 April 2026

Decision

The Respondents:

Pitch	Case reference	Review years
23 Manor Park	HAV/00HE/PHI/2025/0821 - 0823	2023, 2024, 2025
28 Manor Park	HAV/00HE/PHI/2025/0824 - 0826	2023, 2024, 2025
33 Manor Park	HAV/00HE/PHI/2025/0830	2025
56 Manor Park	HAV/00HE/PHI/2025/0840 - 0842	2023, 2024, 2025
57 Manor Park	HAV/00HE/PHI/2025/0843 - 0845	2023, 2024, 2025
62 Manor Park	HAV/00HE/PHI/2025/0849 - 0851	2023, 2024, 2025

Proposed pitch fee increases.

Respondents	No.	Pitch fee passing		Proposed	
			2023	2024	2025
		Increase	10.10%	4%	3%
		£	£	£	£
Openshaw	23	184.88	203.55	211.69	218.04
Parker	28	139.32	153.39	159.53	164.32
Jephcote	33	204.77			210.91
Clark	56	173.50	191.02	198.66	204.62
Drittler	57	165.90	182.66	189.97	195.64
Bowden	62	126.48	139.25	144.82	149.16

BACKGROUND

1. On 31 July 2025 the Applicant site owner sought a determination of the pitch fees payable by the Respondents for each of the pitches as listed above for each of the years 2023, 2024 and 2025, save for 33 Manor Park which only seeks a determination for the year 2025.

2. A Pitch Fee Review Notice dated 28 March 2025 was served on each occupier for each year, proposing to increase the pitch fee by an amount which the site owner says represents only an adjustment in line with the Consumer Prices Index. Each review notice letter was accompanied by a statutory prescribed form.

3. The pitch fee notices and forms are dated 28 March 2025 and seek increases to take effect on 1 May 2025. They are issued as late reviews and seek to apply CPI increases to the pitch fee using a separate notice and statutory form for 2023, 2024 and 2025 (with the exception of number 33 Manor Park as noted above.) The review date is stated by the Applicant as 1 April in each year.

4. Initial directions were issued on 21 January 2026 which, inter alia, directed the provision of a bundle to be relied on at the hearing. The case was listed for hearing on 7 April 2026 at Bodmin Law Courts.

Preliminary issues

5. At the hearing, the Tribunal was informed by Mr B Knapp of number 30 and Mr D Stephens & Mrs J Broadbent of number 49 that they agreed the pitch fee reviews as proposed but wished to remain as observers.

6. The Tribunal accepts their evidence that they have agreed the reviews on their pitches.

7. Where parties agree a pitch fee, the Tribunal no longer has jurisdiction in the matter, and Mr B Knapp of number 30 and Mr D Stevens & Ms M Broadbent of number 49 are removed as Respondents in this case.

8. On examination of the bundle prior to the hearing, the Tribunal considered that a brief external inspection of the exterior of the site would be beneficial and in the interests of justice.

9. The Tribunal issued directions on 26 March 2026 that it would attend the site at 9.00 am on the morning of the hearing but that no information or evidence would be taken at that time.

10. Immediately after the hearing the Tribunal members became aware that the Applicant had made a Case Management Application on 26 March objecting to the site visit on the grounds that: -

- Insufficient notice has been given having in accordance with Rule 32
- The Applicant would be unable to be at the park 1 hour earlier than previously stated with 30 minutes further journey.

- The Applicant will be prejudiced Under Rule 3(c) of the Overriding objectives the Tribunal must deal with cases fairly and justly ensuring that the parties are able to participate fully in the proceedings.

11. The CMA was not raised by the applicant at the hearing.

12. The Tribunal apologises to the Applicant and Respondents that it was not aware of this application until after the hearing.

13. Dealing with the points raised. The Tribunal is satisfied that the inspection did not adversely affect the proceedings nor prejudice any of the parties. The inspection was a brief familiarisation view of the site. None of the parties were present and no one was spoken to on site.

14. In relation to Rule 32, this rule relates to notice of hearings. No hearing or other proceedings were planned or took place on the site visit. The directions of 26 March 2026 made clear there would be no hearing.

15. The Tribunal's directions of 21 January 2026 also made clear that the Tribunal would need to consider whether an inspection may be directed. The directions incidentally also state that hearing dates may change at short notice.

16. The outcome of the inspection is that the Tribunal had an overall understanding of the layout and aspect of the site which was of assistance in understanding the bundle documents and submissions at the hearing.

17. Accordingly, the Tribunal is satisfied that Rule 32, and the Overriding Objective have not been frustrated by this inspection. The case management application, for the record, would have been refused. Notwithstanding this the Tribunal repeats its apology that the CMA was not dealt with on receipt.

18. In addition to this, the Tribunal also notes that a bundle of authorities sent to the Tribunal office by the Applicant on 2 April 2026 was not received by

the Tribunal until immediately after the hearing. This was referred to by the Applicant at the hearing and the Respondents confirmed that they had received that bundle. The Tribunal apologises again for this and is grateful for the documents which are copies of the decisions cited in the bundle and at the hearing.

The Law

19. The Tribunal is required to determine whether the proposed *increase* in pitch fees is reasonable. The Tribunal is not deciding whether the overall level of pitch fee is reasonable.

20. The Tribunal is required to have regard to paragraphs 16 - 20 of Part 1 of Schedule 1 of the 1983 Act (as amended) when determining a new pitch fee. Paragraph 20(1) introduces a presumption that the pitch fee shall increase by a percentage which is no more than any percentage increase or decrease in the CPI since the last review date and applies unless factors identified in paragraph 18 are demonstrated so that presumption does not apply. If the presumption does apply, it may be rebutted by other factors but case law indicates that this is only where they are sufficiently weighty to do so.

21. See the Upper Tribunal decision in Vyse -v- Wyldecrest Parks (Management) Limited [2017] UKUT 0024. (LC) [Vyse]

22. At paragraph 27 Vyse sets out the four provisions as the basis on which the FTT determines the pitch fee.

23. Paragraph 16 of the 1983 Act states that the pitch fee can only be changed by the FTT if it "considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee".

24. Paragraph 18(1) specifies a number of matters to which "particular regard shall be had" when determining the amount of the new pitch fee, including: -

    - 18(1)(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* [emphasis added] 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, [emphasis added]* 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);

25. The task for the Tribunal is therefore to determine whether it is reasonable to change the pitch fee and if so, whether the issues raised by the Respondents are of sufficient weight to dislodge the presumption that the pitch fee should rise by no more than the CPI.

Submissions. *References to pitch numbers are in brackets.*

26. **For the Respondents**, Mr Bowden (62) addressed the issue raised in the Respondents statement covering seven points.

27. Process and Procedure. He stated that the Applicant should not be able to stack successive years pitch fee reviews.

28. The proposed reviews cover the years from 1 April 2022/3, 2023/4, and 2024/5 but Shadwell, the Applicants did not own the park in 2022.

29. The Respondents state that they have received inconsistent paperwork, including variations in the paperwork supplied. Ms Clark (56) referred to the review notices being sent in illegible emails too small to read. She showed an example to the Tribunal and Mr Sunderland, but this had not been included in the bundle.

30. Review Notices and Dates. The Respondents submit that the review notices do not appear to comply with the formal requirements of the Mobile Homes Act.

31. It was not permissible to "stack "reviews over a period of reviews by serving late notices. On questioning from the Tribunal, it was confirmed that Mr Bowden was referring to the notes attached to the review notice prescribed form regarding late reviews. This note states: -

"As reviews are conducted annually, if the site owner does not propose a change in the pitch fee on the review date or before the next review date (in the case of a late review) the review is deemed to have been conducted for the year in question. This means, for example, that if a review date was 1st April 2023, but the site owner did not initiate a review before 1st April 2024, any charges (including CPI) attributable to the 2023 review cannot be included in the 2024 review."

32. He said that a single universal review date has been incorrectly applied despite the fact that Respondents have differential review dates specified in their written statements.

33. At the hearing the Tribunal was informed by Mr Openshaw of number 23 that the review date for his pitch was 1 April.

34. Ms Clark said that her pitch fee review date was 1 July. A review was proposed by the Applicants solicitors in 2022, but no further action was taken.

35. No written agreements or other documentary evidence was produced to support these assertions

36. The Respondents went on to submit that as review dates were incorrect, so the CPI rate applied would be for the wrong date.

37. Lack of on-site management and poor maintenance response.

38. The respondents state that there is no on-site management to deal with emergencies. Contact information leads to remote personnel, despite the fact a manager lives adjacent to the site. Faults such as blocked drains are poorly addressed.

39. Site development issues (2023-2024).

40. Development of the site took place between early 2023 and March 2024.

41. This comprised the removal of older rented units and the creation of new plots.

42. Natural boundaries were removed leading to a reduction in privacy and more exposure to wind. Kerbs were raised and this led to water accumulation due to poor drainage. There have been regular sewer blockages.

43. Mr Openshaw (23) had had a boundary removed and fence height reduced. There is now no rear exit to the pitch. Some also had their pitch size reduced but none are respondents in this case.

44. Photographs were provided in the bundle dated between March and December 2023. These appear to show the condition of parts of the site during development works as described. The Respondents state that the roadway was blocked for two days and work carried on without signage or barriers. Roadways on the site were flooded. Rental units were in poor condition prior to their removal.

45. This submission is linked to the 7th item which is said to be a counter claim for the impact of site redevelopment without consultation.

46. In addition to matters referred to above the Respondents point to removal of street lighting replaced with low level bollard lighting which was ineffective. Electricity meters were changed to prepayment without consultation.

47. Ms Clark (56) said that in April 2023 workmen smashed a wall down, dug a trench and left a gap in her fence which was roughly filled. She stated that the workmen had used her water supply and when she objected was told if she did not agree she would not be helped in future.

48. Mrs Drittler (57) said that workmen erected a poor fence by her site which has since blown down.

49. Lack of a Site Management Plan or emergency procedures.

50. The Respondents state that they have not been provided with any clear site management or emergency strategy and there is no documented fire safety strategy. As a result they are unclear as to emergency actions.

51. **For the Applicants** Mr Sunderland addressed the points raised by the respondents in order.

52. Process and Procedure. He said that the correct procedures were followed in issuing the pitch fee review notices and forms.

53. He confirmed that they were served as late reviews and cited Shaw's Trailer Park v Sherwood and others [2015] UKUT 0194 (LC) [Shaws Trailer Park] as confirmation that there is no time limit on serving a late review.

54. In particular he referred to paragraph 42 of that decision, in relation to late pitch fee reviews which states:-

> *"42. The critical words for the purpose of considering whether there is any time limit for serving a late review notice are those of paragraph 17(6)(b): "at any time thereafter". Those words appear to indicate quite clearly that there is no terminal date after which a late review notice may no longer be served; such a notice may be served "at any time" after the time referred to in paragraph 17(2) which is 28 clear days before the review date."*

55. He stated that the Applicants agreed a transfer of ownership of the park on 29 May 2022 as evidenced by a licence transfer from Cornwall County Council dated 22 September 2022. They were entitled to initiate the late review commencing 2023 as owners.

56. They had not been passed any written agreements on purchase, but they had been told that the review date was 1 April each year.

57. Mr Sunderland pointed out that the Respondents have not explained what is wrong with the procedure and no written statements have been provided.

58. Review Notices and Dates. The Respondents claim that the Review dates do not align but only verbal assertions as to review date have been made in Tribunal. No documentary evidence has been provided. The Applicants were told, when they took ownership, that review dates were all 1 April. No evidence to rebut this has been produced.

59. Mr Sunderland referred to the case of Wyldecrest v Truzzi Franconi: [2023] UKUT 42 (LC) which he said found that the use of an incorrect date did not invalidate the notice.

60. In relation to the compounding or "stacking" of reviews over multiple years the Tribunal was referred again to Shaws Trailer Park. In it the Deputy President of the Upper Tribunal Martin Rodger KC stated, in finding that a succession of such reviews is lawful, at 49: -

49. I appreciate that the possibility that a number of pitch fee reviews may take place in a single year may be an unattractive one, but the possibility of a large increase taking account of RPI changes over more than one year is ameliorated by the fact that any such increase will not be capable of taking effect retrospectively. Any increase will take effect only from the date which is 28 days after the service of the late-review notice and any arrears will be calculated from that date and no earlier. If a review had already taken place in one year it would not, I think, be possible for an owner to seek to activate a review from any previous year in which it had not been implemented. I also appreciate that the prescribed form of notice is not well adapted to a proposal for a single increase taking into account more than one annual RPI increase since the last review and that further issues may arise as a result.

50. I am nonetheless satisfied that the notes to the prescribed form are an unreliable guide to the effect of paragraph 17, ……

61. Referring to the application of CPI, Mr Sunderland submitted that the starting point for a review is gearing to CPI unless there is evidence that there has been a reduction in amenity at the site of sufficient weight to rebut the statutory assumption of that basis. He cited Vyse v Wyldecrest Parks (Management) Ltd [2017] UKUT 0024 (LC).

62. In selecting the CPI figures to be adopted in accordance with paragraph 20, the figures for January of a given year were used, being the latest published figure available 28 days before the date of review.

63. In this case for 2022/3 +10.1%, for 2023/4 +4.0% and for 2024/5 + 3.0%.

64. Accordingly, Mr Sunderland submits that the reviews were carried out in accordance with the correct procedures and case law guidance. He said that no evidence to rebut this has been provided by the Respondents.

65. Site issues. The Applicant submitted that overall, any amenity issues referred to are transient and of insufficient weight to dislodge the statutory assumption that the review should be geared to CPI. He referred to the related case law noted above.

66. There is no evidence of breaches of contractual agreements, and no details of outstanding maintenance issues has been provided. There are three people available for on-site management. Management is a contractual matter and not an amenity.

67. In relation to development of the site, the raised kerbs referred to are an enhancement and new street lighting follows model standards. There is no evidence of loss of amenity. Development is monitored by the Local Authority.

68. The removal of 12-year-old caravans was beneficial and cannot be considered to be a reduction in amenity.

69. With regard to consultation Mr Sunderland pointed to the site owners' obligations in Para 22 and submitted that consultation was not necessary when renewing caravans or upgrading the site.

70. In respect of a site management plan or emergency procedures there is no contractual or statutory requirement to provide this. Each of the occupiers lives independently under an agreement under the Mobile Homes Act. This is not a reduction in amenity of the site

Deliberation and Determination

71. The Respondents objections to the Applicants pitch fee reviews cover 7 items which may be divided into two areas-

- The process and procedure adopted for the pitch fee reviews
- Site issues and lack of consultation during the review period.

72. A feature of these proceedings is the lack of evidence supporting the Respondents case.

73. The Respondents refer to inconsistent paperwork, incorrect review dates and variation in review documentation but regrettably no such evidence or examples has been included in the bundle as directed.

Process and procedure

74. The principal objection here is the compounding of pitch fee reviews over a period of years using the late review procedure.

75. The reviews have been initiated using the late review procedure under paragraph 17(6) of Part 1 of Schedule 1 of the 1983 Act.

> 17 (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.*

76. At first sight the Respondents submission, that the notes attached to the review form indicate that late reviews cannot be compounded together, is supported in relation to late reviews.

77. The Pitch Fee Review Form [The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations] SI 2023/620 contains a note at Reviews and late procedures: -

> *"As reviews are conducted annually, if the site owner does not propose a change in the pitch fee on the review date or before the next review date (in the case of a late review) the review is deemed to have been conducted for the year in question [emphasis added]. This means, for example, that if a review date was 1st April 2023, but the site owner did not initiate a review before 1st April 2024, any charges (including CPI) attributable to the 2023 review cannot be included in the 2024 review."*

78. This note is, however, considered in the case referred to by the Applicant Shaw's Trailer Park v Sherwood and others [2015] UKUT 0194 (LC) [Shaws Trailer Park]

79. In that case the Deputy President of the Upper Tribunal, Martin Rodger KC, considered the provisions in the Act and the practical effect of grouping together late reviews.

80. At 42 the decision states:-

> *"42. The critical words for the purpose of considering whether there is any time limit for serving a late review notice are those of paragraph 17(6)(b): "at any time thereafter". Those words appear*

to indicate quite clearly that there is no terminal date after which a late review notice may no longer be served; such a notice may be served "at any time" after the time referred to in paragraph 17(2) which is 28 clear days before the review date."

81. He went on to consider the reliability of the notes attached to the review form: -

48. The notes are prefaced by a statement that "these notes are for guidance only and do not purport to provide a definitive statement of the law. They are an informed commentary and can be taken to represent the view of the government department responsible for the 2013 Forms Regulations (the Department for Communities and Local Government) as to the effect of paragraph 17. It is my task to construe the 1983 Act, rather than the notes to the prescribed form, but it is nonetheless discomforting that the notes interpret paragraph 17 in a manner which is quite contrary to the conclusion I have reached. I have reconsidered my conclusion in the light of the notes, but I can find nothing in the statutory language which supports the guidance given by the notes that a later review can only take effect before the next review date or that if a review notice is not served before the next review date the review is "deemed to have been conducted for the year in question". The language seems to me to be clearly to the opposite effect.

49. I appreciate that the possibility that a number of pitch fee reviews may take place in a single year may be an unattractive one, but the possibility of a large increase taking account of RPI changes over more than one year is ameliorated by the fact that any such increase will not be capable of taking effect retrospectively. Any increase will take effect only from the date which is 28 days after the service of the late-review notice and any arrears will be calculated from that date and no earlier. If a review had already taken place in one year it would not, I think, be possible for an owner to seek to activate a review from any previous year in which it had not been implemented. I also appreciate that the prescribed form of notice is not well adapted to a proposal for a single increase taking into account more than one annual RPI increase since the last review and that further issues may arise as a result.

50. I am nonetheless satisfied that the notes to the prescribed form are an unreliable guide to the effect of paragraph 17….

82. In effect the Upper Tribunal found that compounding or "stacking of late reviews over a period of years was permissible.The impact of grouping of late reviews on mobile home owners is lessened by the fact that the actual

payment increase will take effect later than they would have done, had the reviews been carried out on time in previous years.

83. In practical terms there will be a single pitch fee payable for a year from 1 April 2025 which is calculated by increasing the passing pitch fee by the CPI for the previous three years. There will be no back payment payable to cover the intervening years.

84. This Tribunal is bound by the decisions of the Upper Tribunal and accordingly finds that the grouping of reviews as proposed in this case is permissible under the law.

85. It is a matter of regret that, despite the fact that the review form has been reviewed since Shaws Trailer Park, the notes have not been amended to reflect the findings in that case.

86. The Respondents have referred to variations in rent review paperwork and illegibility. No supporting evidence was included in the bundle. Ms Clark (56) did show an email of a fee review notice to the Tribunal, claiming it was illegible. This was not in the bundle and was inconclusive as evidence.

87. The purpose of directions requiring a bundle is to give the parties an opportunity to consider an allegation and provide a proper reply. The Applicant did not have the opportunity to research her claim and respond. In the interests of justice, the Tribunal cannot give weight to the submission of an email copy, produced at the hearing.

88. The Tribunal also records the error in the notice for 33 Manor Park. The letter of notice contains the correct information, but the pitch fee review form attached shows the address as 7 Manor Park.

89. No evidence has been produced that the pitch fee passing, or other figures were incorrect and in all other respects the letter and forms contain the correct information .

90. There is a group of case law which states that where the receiving party can be in no doubt as to the intention and subject of the notice , a minor error does not invalidate that notice. In the case of Wyldecrest Parks Ltd v Truzzi-Franconi [2023] UKUT 42 LC the Upper Tribunal applied Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997] UKHL 19 and Mooney v Whiteland [2023] EWCA Civ 67, and found that a notice containing an error fulfilled its statutory purpose notwithstanding the inaccuracy.

91. The Tribunal finds that the Respondents Mr and Mrs Jephcote (33) could be in no doubt as to the intent and subject of the notice given that their

name, address and passing pitch fee was shown correctly on the letter of notice. Accordingly, the notice is not invalidated.

Date of review.

92. Neither party has produced a written statement which normally would specify the date of review.

93. At the hearing the Tribunal was informed by the Respondents that one review date (23) was 1 April but that (56) was 1 July.

94. The Tribunal was told of some Respondents who had written statements, but it is regrettable that no such documents were provided. Ms Clark (56) ventured that it was a private document and should not be disclosed.

95. The Tribunal issued directions which clearly stated that any documents that were to be relied on were to be exchanged and included in the bundle, notably at direction 20 and 29.

96. It may be that the Respondents have access to documents which could show that the review date proposed should be other than 1 April, but they have failed to produce that evidence.

97. In the absence of such evidence the Tribunal must determine the review date.

98. The Applicants maintain that they were not provided with any written statements when they purchased the site but were told that the review date is uniformly 1 April, with the last review being held on 1 April 2022.

99. They accordingly issued the review notices specifying the relevant dates relying on that information.

100. Notices of pitch fee review were served in March 2025, but no evidence has been produced that the review date was challenged by the Respondents until 9 February 2026, the date of the Tribunal response forms.

101. Those notices specify that the last review date was 1 April 2022.

102. The Tribunal must weigh the submissions of the Applicants and their action in initiating reviews at those dates against the unsupported assertion from the Respondents that the proposed date is wrong, at least in some cases. In

the absence of further evidence, the Tribunal finds that the review date should be 1 April as proposed by the Applicants.

103. The Tribunal has noted the findings of Wyldecrest Parks Ltd v Truzzi-Franconi and [2023] UKUT 42 (LC) and Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997] UKHL 19).

Correct use of CPI.

104. The starting point for the calculation of the review of the pitch fee is the presumption under Paragraph 20 that the fee shall be geared to CPI, whether rising or falling.

105. The reviews for each pitch cover three years increases.

- Review 1 from 2022 to 2023.
- Review 2 from 2023 to 2024.
- Review 3 from 2024 to 2025.

106. The first review applies the CPI increase for the twelve months from 1 April 2022 to the passing pitch fee and the resultant figure is used as the base figure for the next review. This method is repeated for the third review.

107. In each case the review date was 1 April but in the case of Review 3 the effective date was required to be at least 28 days after the notice was served on 28 March 2025. As a result, whilst the review date for CPI calculation was 1 April 2025, the effective date for Review 3 was 1 May 2025.

108. Paragraph 20 of the 1983 Act deals with the application of CPI to a pitch fee in the case of a late review. The CPI figure to be used is the last index published before the day 28 days before the proposed review date of 1 April.

109. In each review, 28 days before 1 April is 4 March. By reference to published figures for each year, the latest indices available at 4 March were for January in each year under review. This is the data used by the Applicant in the reviews. The Tribunal accordingly finds that the correct figures were adopted by the Applicant in each year.

110. For the years in question the Tribunal finds that the correct CPI rates were

- Review 1: April 2023 review 10.1%,
- Review 2: April 2024 review 4%
- Review 3: April 2025 review 3%.

111. In the light of the decision in Shaws Trailers which found that a late review may be initiated at any time after a previous review, the Tribunal finds that the fact the Applicant agreed to acquire the site in May 2022 and the licence was transferred in September 2022, did not prevent the Applicant serving notice of review for 1 April 2023 with the increase only effective from 1 May 2025. There is nothing in the Act or case law which prevents a new owner initiating an otherwise lawful late review.

112. Site issues and lack of consultation during the review period.

113. Having established the correct pitch fees geared to CPI, the Tribunal must now consider whether the submissions by the Respondents amount to matters under Paragraph 18 (see 22 above) and whether they are of sufficient weight to dislodge the statutory assumption to adopt CPI.

114. Paragraph 18 sets out matters to which regard shall be had in determining the pitch fee. These include reduction in the amenity or services of the site.

115. Vyse v Wyldecrest [2017] UKUT 0024 (LC) indicates that that presumption may only be overridden if another factor replaces it. In Vyse it was held that the other factor must be a factor to which considerable weight attaches. The Tribunal is tasked with deciding what weight to attach to other factors and whether they override the statutory presumption to adopt CPI.

116. The Tribunal has considered the circumstances referred to by the Respondents to examine whether they are "other factors" of sufficient weight.

117. The Tribunal listened to submissions from the Respondents about site management issues, disturbance and inconvenience over the period in question and during redevelopment. It also considered the Applicants responses to these points.

118. Photographic evidence centres on work carried out in 2023 to remove old, rented units and prepare new pitches.

119. The Respondents seek to have these matters taken into account in a reduction in the pitch fee. The bar for a departure from the statutory assumption that the fee with be increased/decreased by CPI is a high one.

120. The Tribunal is in no doubt that the matters referred to by the Respondents are of concern, and at times distressing. The sites are their homes. However, the overall impression is an attractive site with pitches and homes well maintained by the residents. It is not immediately apparent that this is a poorly maintained site. The development matters referred to whilst important were largely transient.

121. In the nature of park homes sites it is common for a degree of renewal where older units are removed and replaced by modernised pitches and units. An element of change is inevitable.

122. As is often the case in Pitch Fee review cases, the Respondents have taken the opportunity to raise multiple issues which have troubled them over the years, some of which, whilst important , have insufficient or no bearing on the determination of this case.

123. The task for the Tribunal is to judge whether the matters, such as the effect on amenity, if any, are enough to override the CPI presumption and change the pitch fee. It does not determine issues relating to the site and site management mentioned by the Respondents which may be more appropriate to an application under Section 4 of the Act.

124. The Tribunal finds that the matters referred to, whilst keenly felt by the Respondents, are not of sufficient weight to override the statutory assumption in Paragraph 18 that the fees should be geared to CPI.

Decision

125. For the reasons set out above the Tribunal finds the following pitch fees are payable from 1 May 2025 with no back dating or arrears prior to that date:-

Respondents	No.	£
Openshaw	23	218.04
Parker	28	164.32
Jephcote	33	210.91
Clark	56	204.62
Drittler	57	195.64
Bowden	62	149.16

Right to 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.

3. If the person wishing to appeal does not comply with the 28 day time limit, that 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.