



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

Case reference	:	CAM/38UE/PHC/2024/0004, 005 and 006
Property	:	Plots 13, 16 and 19, Redbridge Hollow, Oxford OX1 4XS
Applicant	:	Oxfordshire County Council
Representative	:	Jamie Johnston of Counsel
Respondents	:	Ann Geraldine Joyce, James Anthony Joyce, Margaret Joyce, Michael Joyce, Joseph Joyce
Representative	:	Unrepresented
Type of application	:	Application to determine a question arising, and make directions, under section 4 of the Mobile Homes Act 1983
Tribunal	:	Judge A. Arul Judge J. Morris Mrs Marina Krisko BSc (Est Man), BA FRICS
Date of hearing	:	30 April 2025
Date of decision	:	24 June 2025

DECISION AND REASONS

Decisions of the Tribunal

- (1) The applications against James Anthony Joyce and Michael Joyce are dismissed because the Tribunal does not have jurisdiction to hear them.
- (2) The Tribunal determines that Ann Geraldine Joyce has breached her pitch agreement dated 17 July 2023.
- (3) The Tribunal determines that Margaret Joyce has breached her pitch agreement dated 2 April 2018.
- (4) The Tribunal determines that Joseph Joyce has breached his pitch agreement dated 13 November 2017.
- (5) The Tribunal determines not to give further directions in respect of any of the applications.

REASONS

The Applications

1. By three applications, each dated 18 April 2024, the Applicant local authority seeks determinations from the Tribunal on questions arising, and for it to make directions, under section 4 of the Mobile Homes Act 1983 (the Act).
2. The applications relate to a site known as Redbridge Hollow Caravan Site, Old Abingdon Road, South Hinksey, Oxford OX1 4XS (the Site).
3. The relevant pitches are 13, 16 and 19.
4. In this decision each pitch shall be referred to by its number, the Property shall refer collectively to the three pitches in question and the Site shall refer to the entire mobile home site operated by the Applicant at the location.
5. There are similarities between the applications, both in type and they rely upon breaches of agreements with identical wording. It is further understood that the Respondents are all related to each other in different ways. The parties agreed, and the Tribunal accepted, that it was appropriate to hear all matters together. It was emphasised that they remain, however, separate and distinct applications.
6. On 7 January 2025, the Tribunal gave directions (the Directions) for filing and serving evidence, which had been partly complied with. Insofar as there was a breach of the Directions, the Tribunal had before it the relevant papers with sufficient time to read them in advance.

Therefore, we were prepared to proceed without imposing any sanction for non-compliance and are grateful to the Applicant for its assistance in ensuring the papers were before us in an orderly form.

7. There was a jurisdictional question in respect of two Respondents which was raised at the hearing, and this is addressed later in this decision.

The Inspection and the Hearing

8. The Tribunal inspected the Site and the Property on the morning of the hearing day, and were able to view the three pitches, some common parts of the Site and some surrounding public land. The hearing then took place at a nearby venue.
9. There was an attendee for each party. The Applicant was represented by Mr Johnston of counsel. Ann Joyce did not attend but was represented by her husband (also a Respondent), James Joyce. Margaret Joyce did not attend but was represented by her husband (also a Respondent), Michael Joyce. Joseph Joyce attended and was unrepresented. At the start of the hearing, the Tribunal was told that Joseph Joyce could not read English to a sufficient standard to participate unaided in the hearing. It was agreed that Michael Joyce would assist him during the hearing and appropriate breaks would be permitted for that purpose, if required.
10. The Applicant had submitted written statements, and it was confirmed that it adopted those statements as its evidence, which the Tribunal took as read. Live evidence was heard from Ms Ewa Frasz (Service Manager in the Applicant's Oxfordshire Gypsy and Traveller Services section), Mr Andy Rymer (Traveller Site Officer in the Applicant's Oxfordshire Gypsy and Traveller Services section) and Mr Douglas Harvey (Senior Estates Surveyor employed by Oxford City Council). Ms Frasz had produced two statements for each pitch. Mr Rymer had produced a statement for pitch 16. Mr Harvey had produced a statement for pitches 13 and 16. The Respondents were given the opportunity to ask questions of each witness save that, as Mr Johnston pointed out, Joseph Joyce should not be permitted to ask questions of Mr Harvey, who had not produced a statement in his case. He did not have questions for Mr Harvey in any event.
11. For the Respondents, only Michael Joyce had submitted a written statement. The other Respondents had not submitted a statement for themselves or any witness. Michael Joyce gave live evidence. Mr Johnston had the opportunity to ask questions of him.
12. We record for completeness that there was some question as to whether the Tribunal needed to hear witness evidence given the issues and its

own inspection of the Site. However, on reflection between the site inspection and the hearing, we decided it would be appropriate to do so. This was, firstly, because, where statements had been submitted, each party was entitled to ask questions of the others' witness/es and, secondly, because of concerns over the extent of evidence as to alleged encroachment. In particular, the Tribunal noted that it was not provided with the plans annexed to each pitch agreement. It was not possible to determine what the layout of the land was prior to any breaches alleged, which was important in determining whether there had been a breach by way of extending the pitches/encroachment, the extent, and whether any proposed mandatory order had sufficiently precise terms so as to be able to be complied with. This was put to Mr Johnston and permission was given for him to call additional evidence in chief from Ms Fras to explain the original position compared to the current position for the Property.

13. The Tribunal had the benefit of bundles of documents for each application from the Applicant. Michael Joyce had submitted a bundle running to 11 pages which the Applicant had incorporated by updating its bundle, to include this together with some additional evidence in reply. The evidence in reply was a witness statement from Councillor Linda Smith, a councillor at Oxford City Council since 2014. This was late however it was in response to late evidence from Michael Joyce which referred to conversations with Councillor Smith. Mr Johnston did not object to Michael Joyce's statement being admitted into evidence notwithstanding that it was late. Micheal Joyce was asked to consider whether he objected to Councillor Smith's statement being admitted into evidence. He was given the opportunity to read it during a break and confirmed that he did not object to it being admitted. He did make clear that he did not agree with the contents and would have liked to ask Councillor Smith questions. He acknowledged that it was for the Applicant to decide whether to call her and he could address the Tribunal during submissions on the weight to attach to her evidence it not being tested by questions (cross examination) due to her absence. But for this agreement from Michael Joyce, the Tribunal would have been minded to admit the evidence in any event, as the interests of fairness would have required.
14. The Tribunal also had before it an email from Ann Joyce dated 28 April 2025, seemingly in response to the Applicant's skeleton argument. The Applicant had also introduced into its revised bundle a copy of earlier pitch agreements dated 7 September 2005 and 8 October 2012. This is because the only pitch agreement referred to in the application and in the original bundle was the current one, being dated 17 July 2023. There was no objection to these documents being relied upon, although Mr Johnston conceded that the application as regards Ann Joyce did not make mention of the earlier agreements.
15. At the start of the hearing, James Joyce sought to produce additional documents. These comprised a letter from Activate Learning, a local

adult education college, relating to his son, David Joyce (whom we understand also occupies Pitch 13) and an extract from GP records relating to David Joyce. Copies were made and, following an opportunity to take instructions, Mr Johnston confirmed no objection from the Applicant to these very late documents being admitted into evidence.

Agreed Facts

16. The Applicant is the sole registered proprietor of the freehold interest in the Site. We were shown official copies noting that it has owned the Property since at least 20 April 1990. It is the owner for the purposes of the Act.
17. The Applicant is a local authority. It is a landowner and has a specialist team supporting those from the Gypsy and Traveller communities.
18. The Site comprises approximately twenty pitches set up for mobile homes. There are a greater number of separated areas on the Site, but it was understood that some comprise communal or disused areas.
19. The main site entrance is to the east of the Site.
20. To the north and west of the Site is land owned by Oxford City Council, which is let on a long lease for agricultural purposes. We were shown official copies showing ownership since at least 14 June 1977. We were also shown a copy of the lease dated 29 October 1993 between Oxford City Council and a Mr Nicholas Frearson for an agricultural holding of an extensive parcel of land running north and west of the Site for successive 12 month terms commencing 29 September 1992. We were provided with a written authority dated 21 July 2006 from Oxford City Council authorising the Applicant to act as its agent for all matters relating to unauthorised Traveller encampments. There was no authority from Mr Frearson, or indication that he was even aware of these proceedings.
21. To the east and south of the Site is an embankment and, beyond that, a public highway.
22. The Site provides permanent locations for the siting of mobile homes and caravans for the Gypsy and Traveller community.
23. Each of the pitches within the Site are subject to pitch agreements providing accommodation for residential tenants.
24. The Property comprises the subject pitches, 13, 16 and 19.

25. Pitch 13 is situated to the north of the Site. The agreement is dated 17 July 2023 although there is an earlier agreement dated 8 October 2012. Ann Joyce is the licensee and she occupies the pitch with her husband, James Joyce and their adult son David Joyce. There was visible on our inspection two touring caravans to the rear with unknown persons in occupation; we were told relatives of the family.
26. Pitch 16 is situated to the north of the Site. The agreement is dated 2 April 2018. Margaret Joyce is the licensee and she occupies the pitch with her husband, Michael Joyce. There was visible on our inspection two mobile homes and two touring caravans to the rear with various persons in occupation; we were told relatives of the family. These are understood to include Margaret and Michael Joyce's daughter in law, Veronica Joyce and her children (their grandchildren).
27. Pitch 19 is situated to the east of the Site. The agreement is dated 13 November 2017. Joseph Joyce is the licensee and occupant. There was visible on our inspection a single mobile home to the rear and we were told that Joseph Joyce's brother was in occupation with his family.
28. It is common ground that there have been some historical changes to the Site and extra land taken. The precise details were not in evidence and not entirely clear but it seems that during or prior to 2015 some land belonging to Oxford City Council to the north and/or west of the Site had been encroached upon by some residents of the Site. This led to an agreement for the boundary line to be changed a green metal security fence was installed running approximately along the entire length of the boundary of the Site. The Applicant stated in evidence that this was a 'one off' agreement, brokered with some residents and Oxford City Council and designed to avoid future encroachment.
29. It is also common ground that Ann Joyce and Michael Joyce asked Ms Fras to negotiate with Oxford City Council for permission to occupy the additional land which forms the subject of this dispute. That is addressed later in this decision to the extent that Michael Joyce contended that there was later agreement, or a promise, that he could retain the land that he and his wife were occupying.

The Pitch Agreements

30. The three pitch agreements, dated 17 July 2023 (Pitch 13), 2 April 2018 (Pitch 16) and 13 November 2017 (Pitch 19) include similar provisions.
31. The relevant provisions relied upon by the Applicant are at Part 3 and are as follows:
32. Paragraph 6.4:

“You must not park any additional caravans and/or Mobile Homes on your Pitch without the prior written permission of the Council. The Council’s permission will not be unreasonably withheld...”

33. Paragraph 9.3:

“You must not, whether by yourself or through another person extend the boundaries of the Pitch onto, or otherwise occupy, any neighbouring Pitch or any part of any neighbouring Pitch, any other part of the Site or any part of any land adjoining the Site...”

34. Paragraph 12.3:

“You must not damage, remove or otherwise interfere with any structures, buildings, roadways, paths, fences, walls, barriers...hard standings or any other items placed on your Pitch or the Site or in the locality of the Site by the Council, the Council’s agents or the Police, or cause or incite any other person to do so. You will be required by the Council to pay for any repair or replacement necessitated by a breach of this clause...”

35. The provisions of the agreement dated 8 October 2012 for Pitch 13 are different, but relevant because the breaches alleged commenced when that agreement was in force, before it was superceded by the agreement dated 17 July 2023. It was put by the Applicant that these were in ‘similar terms’ but it is appropriate to set out the relevant provisions herein because similar does not mean the identical. Paragraph 4 of Part 4 reads as follows:

4. ALTERATIONS AND DAMAGE

4.0.1 *You must not carry out any alteration to any area of the site or to your individual plot/pitch without the permission of the Council. The Council’s permission will not be unreasonably withheld. This includes any alteration or removal of any items such as fences, gates or barriers. The Council will require you to pay for any alterations, changes or damage you cause, or which you allow or incite to be caused without the permission of the Council.*

4.0.2 *You must not erect any structures on your plot/pitch or anywhere else on the site without the permission of the Council. The Council’s permission will not be unreasonably withheld.*

4.0.3 *You will be required to pay for the following in cases where you have been the cause, or where the cause has*

- been people living with you (temporarily or permanently) or people visiting you, including children:*
- (a) damage to any entrance way/area to the site, buildings, structures, fences, walls, paths, roadways, barriers, trees, shrubs or similar structures;*
 - (b) removal of rubbish left on site in unauthorised locations;*
 - (c) Removal of vehicles, caravans, trailers or mobile homes parked anywhere on the site without the Council's permission or in unauthorised areas;*
- 4.0.4 You must not extend the boundaries of the plot/pitch onto, or otherwise occupy, any neighbouring plots/pitches, landscaped areas or other neighbouring land.*

The Law

36. Section 1(1) of the Act states that it 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.

37. Section 4 of the Act provides as follows:

4. 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).

38. These broad powers are supplemented by section 231A of the Housing Act 2004:

231A. 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 Caravan Sites and Control of Development Act 1960, 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.

(3A) ...

(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.

39. In the case of *Away Resorts Ltd v Morgan* [2018] UKUT 123 (LC) the Upper Tribunal confirmed that the powers granted by s231A(4)(a) of the Housing Act 2004, are broad and designed to allow proceedings to be disposed of. They are not merely limited to procedural directions and can include orders akin to injunctive relief.

The Issues

40. The allegations made by the Applicant are set out more fully in each application for each pitch.

41. In broader terms, the Applicant alleges that, at some time around or shortly before 13 January 2023, the Respondents or someone acting for them wrongfully:
- (a) Removed a wooden fence (and in the case of pitches 13 and 16 sections of green fencing which had been situated at the rear of the pitches), separating the pitches from land belonging to Oxford City Council or other land of the Applicant;
 - (b) In the case of pitches 13 and 16, removed, moved and/or interfered with the earth bund which was previously located behind the green fencing at the rear of the pitches;
 - (c) Excavated the land being the pitches, including clearing the area where applicable of all trees, bushes and natural vegetation, to create a flat surface, and, in the case of pitch 13, stone grounding;
 - (d) In the case of pitches 13 and 16, relocated the said green security fencing and, for all pitches, installed alternative fencing locating it on area at the rear of the pitch not forming part of the pitch;
 - (e) Extended the rear boundary of the relevant pitch onto land belonging to Oxford City Council, the Applicant or others.
42. The Applicant seeks from the Tribunal a declaration that each Respondent has (alternatively the Respondents who are licensees) breached express terms of their respective pitch agreement, namely paragraphs 6.4, 9.3 and/or 12.3 of Part 3 thereto by virtue of doing the following without the permission of the Applicant:
- (a) Extending the boundaries at the rear of the relevant pitch onto land adjoining the Site;
 - (b) In the case of pitches 13 and 16, removing and/or interfering with and/or relocating the fencing and earth bund that were positioned at and around the original rear boundaries of the respective pitch;
 - (c) Excavating an area behind the relevant pitch to create an extended pitch area and levelling or laying hard grounding in the form of gravel on the said area;

- (d) Laying plastic sheeting (in the case of pitch 13 along with hard grounding) on top of an enlarged pitch area at the rear of the relevant pitch;
 - (e) Moving the pre-existing fencing to and/or installing alternative fencing on land which does not form part of the relevant pitch (namely, land around the extended pitch area which has been created at the rear of the pitch);
 - (f) Stationing additional units on the wrongfully extended pitch area at the rear of the relevant pitch – for pitch 13 two additional touring caravans, for pitch 16 two additional mobile homes and two touring caravans and for pitch 19 an additional mobile home; and/or
 - (g) Removing wooden fencing at the front of pitch 16.
43. The Applicant further seeks from the Tribunal an order, which by its nature is a mandatory order, requiring the Respondents (alternatively the Respondents who are licensees) to remedy the alleged breaches within 28 days and make good any damage caused thereby. In submissions, Mr Johnston suggesting that, if the Tribunal was concerned about the timescale, 56 days would be reasonable. The required works are as follows:
- (a) Removing the fencing which has been wrongly installed by (or_on behalf of) the Respondents and legally disposing of the same;
 - (b) Restoring the boundary fencing to the original boundaries of the relevant pitch;
 - (c) Removing any surface material that has been laid on the extended pitch areas, legally disposing of the same and reinstalling the previous earth/grass surfaces to the areas (although Mr Johnston conceded that the Applicant was not seeking reinstatement of debris or vegetation);
 - (d) in the case of pitches 13 and 16, restoring the earth bund behind the boundary security fencing at the rear of the pitched (on the previous boundary line); and
 - (e) Removing the additional mobile homes and/or touring caravans from the wrongfully extended pitch areas.

44. The above is necessarily an abbreviated form of what is sought by the Applicant and, from it, the Tribunal identified the following issues for determination:
- (a) Has there been a breach of any of the pitch agreements as alleged or at all such that a declaration should be made;
 - (b) If so, should directions be given;
 - (c) If so, in what form.
45. In broad terms, the Applicant seeks a declaration that each respective pitch agreement has been breached and orders for remedial works to undo the breaches. In essence, the remedial works involve moving the boundary fencing and/or bunds (for pitched 13 and 16) to their original positions and removing the mobile homes or touring caravans from the encroached area.

Breach

46. In broad terms, the Applicant says that each of the Respondents has extended the size of their pitch outside of its boundaries. Further, in the case of pitches 13 and 16, this encroaches not only the respective pitch, but also the boundaries of the Site – onto land owned by Oxford City Council. In the case of Pitch 19, this encroaches not only the pitch, but also onto other land owned by Oxfordshire Highways; which is a division of the Applicant.
47. It is convenient to consider each breach alleged against each Respondent in turn along with our findings.

Pitch 13

48. James Joyce is not a party to the pitch agreement dated 17 July 2023 and the earlier one dated 8 October 2012. The Respondents did not seek to defend the claim on this basis. Mr Johnston did accept that there might be difficulties with the application against a person who is not a licensee. We find that the Act only gives us jurisdiction relating to a relevant pitch agreement, namely one falling within section 1. James Joyce is not a party to the agreement. He is permitted to occupy as a member of Ann Joyce's family. That is insufficient to make him a party to the agreement and for us to make a decision which binds him directly.
49. Ann Joyce is a party to a relevant pitch agreement. She did not submit a statement. Her email of 28 April 2025 does not seek to deny encroachment, as alleged or at all. The Applicant relies upon a verbal

admission by James Joyce to Ms Fras on 18 January 2023. We accept Ms Fras' evidence that this conversation took place.

50. In any event, it was clear from our site inspection that there was a significant encroachment beyond the boundary and into land belonging to Oxford City Council. On inspection from public land to the east of the Site (being a pathway to allotments nearby), we were able to see that the section of bund behind Pitch 13 was not in alignment with the remainder. We could see that the vegetation which had grown seemed to be quite dated. There were two touring caravans in the enlarged area on hard stone grounding.
51. We find a breach of paragraph 6.4 of the pitch agreement, in that there were additional touring caravans in respect of which there was no evidence of the Applicant's permission.
52. We find a breach of paragraph 9.3 of the pitch agreement. It was not clear that Ann Joyce herself was occupying the encroached areas, it appeared to be her son. However, it is clear that she had moved fences and extended the boundaries, in particular: "*... whether by herself or through another person, extended the boundaries of Pitch 13 onto any other part of the Site or any part of any land adjoining the Site...*" It was not clear which of the latter. On the plans there is a small line of land at the end of her pitch to the security fencing at which point the Oxford City Council land borders. Either way, a breach of paragraph 9.3 has occurred.
53. We find a breach of paragraph 12.3 of the pitch agreement. The security and other fencing had been removed and re-sited further into land owned by Oxford City Council. The bund can reasonably be regarded as a 'structure' but, even if we are wrong about that, it comprises "*... other items placed on your Pitch or the Site or in the locality of the Site by the Council, the Council's agents or the Police*". We accept the evidence of Ms Fras that this was effected in conjunction with Oxford City Council historically.
54. In terms of the timing of events, the movement of the boundary features (being security fencing and the bund) pre-dates the current pitch agreement. To the extent that the pitch has been extended or items removed, this is a continuing breach therefore falls under the current agreement. Even if we are wrong in that view, the terms of the previous agreement sufficiently cover the alleged breaches insofar as there has been an *alteration* to an area of the site or *alteration or removal* of fences or barriers (paragraph 4.0.2) and an extension of the boundaries of the plot or *other neighbouring land*.
55. Insofar as the agreement dated 8 October 2012 was not mentioned in the application, Ann Joyce was a party to it so can be assumed to have been aware of it. A further copy was disclosed before the hearing,

giving the Respondents an opportunity to consider it. It was sufficiently clear from the application that a breach of pitch agreement was alleged and, indeed, passages from this older agreement were (erroneously) mentioned in some correspondence prior to the proceedings. On this basis, although Mr Johnston was content to rely upon a continuing breach under the current agreement, and find a breach of that agreement, we find that it is in the interests of justice to take account of the 8 October 2012 agreement.

56. We have considered carefully whether there is any reason why the above matters would not constitute a breach of either the 17 July 2023 or 8 October 2012 pitch agreements. We make the following findings:
57. Firstly, we considered whether there was evidence of express prior agreement by the Applicant. To the contrary, Ms Fras' evidence, which we accept, was such that she acted upon the breaches as soon as she became aware of them.
58. Secondly, could there be said to be an implied agreement? There was insufficient evidence to say the Applicant acquiesced in some way to changes to pitch 13. To the contrary, we find that it has acted consistently in seeking enforcement of the terms of the pitch agreement. It is curious that a new pitch agreement was entered into after the Applicant identified breaches and asked for remediation. There was no evidence before us of why this had happened. Nonetheless, it cannot be said that issuing a new agreement alone amounts to affirmation of prior breaches given the Applicant's consistent objections before and after.
59. Thirdly, could Ann Joyce adopt the position argued by Michael Joyce in respect of Pitch 16 i.e., that, Councillor Smith had promised them the land? We address that below, but, whilst it was not expressly argued by Ann Joyce, we find for the reasons given below that there is insufficient evidence to amount to a binding promise.
60. Fourthly, since we have found a breach, and no agreement or waiver of it, is there any other good reason that such should not be treated as a breach? We take into account the evidence that the encroachment has been made to accommodate additional space and accommodation for David Joyce, who is Ann and James Joyce's son. We accept the evidence from the GP and letter from Activate Learning that David Joyce, a young adult, has special educational needs as well as physical disabilities. We accept that he is supported by his parents and is undertaking vocational studies at the college operated by Activate Learning. We accept and welcome his efforts and potential to move into future education, apprenticeship or employment. Unfortunately, whilst these matters explain the breach, they do not prevent it being a breach or excuse it in legal terms.

Pitch 16

61. Michael Joyce is not a party to the optic agreement dated 2 April 2018. The Respondents did not seek to defend the claim on this basis. Mr Johnston did accept that there might be difficulties with the application against a person who is not a licensee. We find that the Act only gives us jurisdiction relating to a relevant pitch agreement, namely one falling within section 1. Michael Joyce is not a party to the agreement. He is permitted to occupy as a member of Margaret Joyce's family. That is insufficient to make him a party to the agreement and for us to make a decision which binds him directly.
62. Margaret Joyce is a party to a relevant pitch agreement. She did not submit a statement. Michael Joyce did submit a statement. His evidence does not dispute encroachment but seeks to mitigate it. The Applicant relies upon a verbal admission to Ms Fras on 21 November 2023 (some earlier conversations having taken place before actual encroachment) and an email dated 22 January 2025. We accept Ms Fras' evidence that this conversation took place and that the email does make admissions. Further, Michael Joyce conceded removal of the fencing in his evidence.
63. In any event, it was clear from our site inspection that there was a significant encroachment beyond the boundary and into land belonging to Oxford City Council. On inspection from public land to the east of the Site (being a pathway to allotments nearby), we were able to see that the section of bund behind Pitch 16 was not in alignment with the remainder. We could see that the vegetation which had grown seemed to be quite dated. There were two mobile homes and two touring caravans situated in the extended area.
64. We find a breach of paragraph 6.4 of the pitch agreement, in that there were two additional mobile homes and two additional touring caravans in respect of which there was no evidence of the Applicant's permission.
65. We find a breach of paragraph 9.3 of the pitch agreement. It was not clear that Margaret Joyce herself was occupying the encroached areas, it appeared to be her daughter in law and her family. However, it is clear that she had moved fences and extended the boundaries, in particular: *"... whether by herself or through another person, extended the boundaries of Pitch 13 onto any other part of the Site or any part of any land adjoining the Site..."* It was not clear which of the latter. On the plans there is a small line of land at the end of her pitch to the security fencing at which point the Oxford City Council land borders. Either way, a breach of paragraph 9.3 has occurred.
66. We find a breach of paragraph 12.3 of the pitch agreement. The security and other fencing had been removed and re-sited further into land owned by Oxford City Council. The bund can reasonably be regarded as

a 'structure' but, even if we are wrong about that, it comprises "... *other items placed on your Pitch or the Site or in the locality of the Site by the Council, the Council's agents or the Police*". We accept the evidence of Ms Fras that this was effected in conjunction with Oxford City Council historically.

67. We have considered carefully whether there is any reason why the above matters would not constitute a breach of the 2 April 2018 pitch agreement. We make the following findings:
68. Firstly, we considered whether there was evidence of express prior agreement by the Applicant. To the contrary, Ms Fras' evidence, which we accept, was such that she acted upon the breaches as soon as she became aware of them.
69. Secondly, could there be said to be an implied agreement? There was insufficient evidence to say the Applicant acquiesced in some way to changes to pitch 16. To the contrary, we find that it has acted consistently in seeking enforcement of the terms of the pitch agreement.
70. Thirdly, could there be an express or implied agreement, or otherwise an equitable prevention (known as an estoppel) by virtue of Councillor Smith having allegedly promised the land to Margaret or Michael Joyce? Michael Joyce's evidence was that this is what Councillor Smith had done and he referred to telephone conversations in 2024. We also had sight of email exchanges dated 24 May 2024 and 17 September 2024 along with more recent exchanges dated between 6 March 2025 and 17 March 2025. It is unfortunate that Councillor Smith was unable to attend to give evidence.
71. It was observed by Mr Johnston for the Applicant that the point was raised very late by Michael Joyce and hence there was insufficient time to make arrangements. A statement in reply had been produced on very short notice. That may be so, however, it is clear from earlier correspondence, such as the email dated 22 January 2025 from Michael Joyce to the Applicant, that, in broad terms, he (and by extension Margaret Joyce) argued that there had been discussions with Councillor Smith whereby a promise had been made. Councillor Smith's statement and supporting email exhibits were unequivocal. She said that she could not bind the Applicant with a promise to give land that did not belong to it and had only promised to make enquiries and ask questions of the relevant personnel with the Applicant authority and Oxford City Council. We accept Michael Joyce's evidence that a conversation took place. We attach less weight to Councillor Smith's statement as it could not be tested under questioning. However, on the balance of probabilities it is likely that a councillor of some ten years standing, even if not legally trained, would understand that she could not give away land that did not belong to it, and there

would need to be more formalisation when dealing with land transfers. She has no obvious benefit from misleading the Tribunal in her written statement, which is consistent with what is said in emails exhibited to it. The statement was unequivocal.

72. We consider it more likely that Councillor Smith's statement is correct, in that she merely promised to look into matters and Michael Joyce's recollection is more optimistic than in fact occurred. We also accept Ms Fras' evidence that the historical agreement between the Applicant and Oxford City Council in around 2015 was very much designed to create a clean slate and prevent future unauthorised use of land. The installation of the green security fencing at that time supports this premise. We find that there is insufficient evidence that there was a binding promise to Margaret or Michael Joyce. We also accept Mr Johnston's submission that an estoppel could not arise as against the Applicant for any statement made by a councillor of a different local authority, whether or not there had been detrimental reliance.
73. Fourthly, since we have found a breach, and no agreement or waiver of it, is there a good reason that such should not be treated as a breach? We take account the evidence that the encroachment has been made to accommodate additional space and accommodation for Margaret Joyce's daughter in law and family. We accept the evidence from Michael Joyce that that family are in a dire housing or financial situation. We also noted the evidence about the benefits of local schooling and support for his grandchildren. He also produced photographs showing historical flooding and explained in his statement how he was trying to do good and had improved the area at the rear of Pitch 16 which was otherwise unused. This we do not doubt. Unfortunately, whilst these matters explain the breach, they do not prevent it being a breach or excuse it in legal terms.

Pitch 19

74. Joseph Joyce is a party to the pitch agreement dated 13 November 2017. He did not submit a statement. The Applicant relies upon a verbal admission to Ms Fras said to have taken place on 21 September 2022 and an email dated 22 January 2025. We accept Ms Fras' evidence that this conversation took place and that the email does make admissions. In any event, it was clear from our site inspection that there was a significant encroachment beyond the boundary and into land belonging to Oxfordshire Highways. On inspection from public land to the south east of the Site (being a public footpath to the nearby dual carriageway), we were able to see that the boundary fencing had been moved eastwards outside of the Site.
75. We find a breach of paragraph 6.4 of the pitch agreement, in that there was an additional mobile home in respect of which there was no evidence of the Applicant's permission.

76. We find a breach of paragraph 9.3 of the pitch agreement. It was not clear that Joseph Joyce himself was occupying the encroached areas, it appeared to be his brother and his family. However, it is clear that he had moved fences and extended the boundaries, in particular: “... *whether by himself or through another person, extended the boundaries of Pitch 13 onto any other part of the Site or any part of any land adjoining the Site...*”
77. We find a breach of paragraph 12.3 of the pitch agreement. There was evidence from both parties that there had been historical fly tipping and fires and that Joseph Joyce had cleared all of this. The rear fencing and foliage had been removed, along with that debris. This comprises removal of fencing and also “... *other items placed on your Pitch or the Site or in the locality of the Site by the Council, the Council’s agents or the Police*”.
78. We have considered carefully whether there is any reason why the above matters would not constitute a breach of the 13 November 2017 pitch agreement. We make the following findings:
79. Firstly, we considered whether there was evidence of express prior agreement by the Applicant. To the contrary, Ms Fras’ evidence, which we accept, was such that she acted upon the breaches as soon as she became aware of them.
80. Secondly, could there be said to be an implied agreement? There was insufficient evidence to say the Applicant acquiesced in some way to changes to pitch 19. To the contrary, we find that it has acted consistently in seeking enforcement of the terms of the pitch agreement.
81. Thirdly, could Joseph Joyce adopt the position argued by Michael Joyce in respect of Pitch 16 i.e., that, Councillor Smith had promised them the land? We address that above, but, whilst it was not expressly argued by Joseph Joyce, we find for the reasons given below that there is insufficient evidence to amount to a binding promise. There was in any event no evidence of any promises or suggestion that Councillor Smith’s statements extended to the other side of the Site, namely the south eastern side, bordering onto Oxfordshire Highways land.
82. Fourthly, since we have found a breach, and no agreement or waiver of it, is there a good reason that such should not be treated as a breach. We take account that we were told that the encroachment has been made to accommodate additional space and accommodation for Joseph Joyce’s brother and his family. It was apparent on our inspection that the mobile home was being occupied and the entire space, and internal parts of the mobile home that we were able to see, were being well kept. There was no evidence before us to support that it was Joseph Joyce’s brother occupying or about his personal circumstances. In any event,

unfortunately, even if we inferred that the brother was unable to secure accommodation elsewhere, this explains the breach, but does not prevent it being a breach or excuse it in legal terms.

83. As an aside to the findings as to breach of the respective pitch agreement, it was observed by the Tribunal that the notices to remedy dated 14 November 2023 served by the Applicant on each Respondent did not set out the Applicant's name, as required by para 24(3) of part 2 of the pitch agreements. Further, correspondence referred to historical wording from template pitch agreements which had since been updated, which might well have misled or confused the recipients. Nonetheless, the Respondents were not in our view prejudiced in that they were well aware of what was alleged against them and the notices to remedy did cite the correct provisions, albeit not the Applicant's name. This does not therefore impact on the Tribunal's decision. It may well have implications on future steps which the Applicant may choose to take.

Directions

84. Having found breaches of the relevant pitch agreements, the Tribunal is prepared to make declarations to that effect. There is then the issue of the directions sought by the Applicant.
85. It is important to emphasise the decision to issue directions, and terms of such directions, involves the exercise of a discretion by the Tribunal. In doing so, the Tribunal has considered all the circumstances.
86. The Applicant says that none of the Respondents show any inclination to comply with the terms of their licence and reverse what is described as 'land grabs'. We were pointed to the significant period that has been allowed to remedy the breaches but with no action by the Respondents; Joseph Joyce even going as far as saying he would throw correspondence in the bin. In support of this, we were also pointed to the fact that Ann Joyce and Michael Joyce had asked Ms Fras to negotiate with Oxford City Council for permission to occupy the additional land and, indeed, Michael Joyce claiming an *entitlement* to do so. We accept that this points toward reluctance, at the least, on the part of the Respondents to give up the encroached land; as is argued, without judicial intervention.
87. The Applicant further says that it needs to have consistency to ensure it can deal with other trespassing on the Site.
88. The Applicant argued that it would be entitled to terminate the licences for breach and the remedy of reinstatement was a proportionate and lesser remedy. Mr Johnston pointed to the *Away Resorts* case and said that the discretion afforded to the Tribunal should be exercised as is

“necessary...for securing the just, expeditious and economical disposal of the proceedings”. This would also act as a deterrent to other trespassing, thus avoid further proceedings (and cost to the public purse and the parties).

89. In the case of Ann Joyce, it is not clear why her agreement was renewed on 17 July 2023 when this postdates the Applicant being aware of breaches. That is not in itself reason to decline to make a direction but is part of the overall circumstances.
90. Against the Applicant’s submission, there are three critical points. Firstly, if the Respondent’s reinstate the boundary fencing, they no longer exceed their pitch agreements. To fully ‘remediate’ they are being asked to remove occupants of third-party land as well. This is a stretch to the meaning of putting everything back as it was. Secondly, however things have come to be as they are, the effect of a mandatory order is to see people homeless. That consequence needs consideration of matters wider than a technical breach of a pitch agreement. A court is better placed to hear that evidence and has wider powers to make orders and enforce them. Thirdly, whilst the Tribunal has powers to make a mandatory order, it cannot ignore the fact that it is being asked to do so, de facto, to benefit third parties’ with rights over the land in question. This does not prevent an order but is a factor it must consider in the round, together with all other circumstances.
91. The Tribunal is mindful that there are wider considerations here. We did not hear full evidence on the scheme in place for the highway’s areas. We were told in submissions by Michael Joyce that the land to the north will never be built on and is prone to flooding. Whilst we do not doubt the sincerity of his comments, there was no evidence of flooding issues or wider plans for this area. In our view, that needs to be considered by the relevant landowner local authorities. There are well known housing shortages in the area and an order by this Tribunal affecting a handful of families may have wider implications.
92. The Tribunal’s view is that to make a mandatory order would amount to a sticking plaster to the problems faced by all parties in this matter.
93. There is also the practicality of a mandatory order requiring the Respondents, or some of them, to remove persons from land which belongs to neither them or the Applicant. The Tribunal is mindful of the guidance set out at paragraph 30 of the *Away Resorts* case that it should not give directions which the Respondents themselves cannot reasonably comply with or would be reliant upon third parties to do so. Our view is that the mandatory order sought would require the Respondents, or some of them, to bring about a particular outcome or state of affairs which depends on the actions of others. It may well be that these are persons who were invited onto the land by one or more of

the Respondents. That is quite different to removing them; it does not follow that one automatically enables the other.

94. It is correct that the power is broad, analogous to an injunction, albeit without the enforcement powers. It is also correct that the power is broad so as to provide an efficient resolution of disputes and where the Tribunal is well placed to determine contractual issues between site owners and mobile homeowners. We are mindful that our discretion is to what is necessary or desirable. In our view, this can be distinguished in this case, where the issues are much wider than merely those parties and the fact that third party occupants and third-party landowners are affected by any order made is of significance.
95. On this basis, whilst we recognise the broad power vested in us, it is a discretionary power. That discretion is to be exercised having regard to all the circumstances. We consider that it would not be appropriate to make the mandatory orders sought, they are neither necessary or desirable in all the circumstances.
96. Our refusal to make a mandatory order does not prejudice the Applicant as we were not told of any harm to it or third parties from the breach. The leaseholder of the land in question has not come forward. They would need to enforce their rights via the courts in any event.
97. Taking the above into account, a mandatory order could only have been for reinstatement of fencing to the respective pitch boundary lines which would not have addressed all the issues raised. There was insufficient photographic or other evidence about the state of the encroached land prior to the encroachment and the order applied for would have involved removal of mobile homes or touring caravans which are currently occupied. Although the Respondents have facilitated third parties moving mobile homes onto the extended areas of their pitches, if they reinstate the boundaries they are no longer in breach and those mobile homes lie outside the pitch, on land all or most of which does not belong to the Applicant, or on land designated as highway land. We cannot compel third parties to leave the Site or land adjacent to the Site that itself belongs to a third party. Such enforcement would involve evicting persons who are not a party to these proceedings, which is a matter for the landowners who, also, are not all parties to these proceedings. For these reasons, we do not make a mandatory order.

Summary of Decision

98. The Tribunal concludes that Ann Joyce, Margaret Joyce and Joseph Joyce have breached their pitch agreements in the manner set out in this decision.

99. The Tribunal dismisses the applications against James Joyce and Michael Joyce.
100. The Tribunal decides not to give directions in these applications.
101. Nothing in this decision prevents the Applicant from taking enforcement steps through other means in respect of the breaches which we have found, subject to compliance with the requirements under the respective pitch agreements.
102. Nothing in this decision prevents the Respondents from arguing before a court any other defence that might be available to them in law based on their historical possession of land for a given period of time.
103. No application for a refund of fees or costs was made nor is the Tribunal minded to make any such orders given its decision.

Name: Judge A. Arul

Date: 24 June 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).