



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

<b>Case references</b>	<b>:</b>	<b>HAV/18UH/PHC/2025/0611, 0615, 0616 0617, 0618, 0619, 0771 and 0777</b>
<b>Property</b>	<b>:</b>	<b>3 and 6 Grange Park, Abbotskerswell, Newton Abbot, TQ12 5NB</b>
<b>Applicants</b>	<b>:</b>	<b>Mrs A Knapman (0611, 0615, 0771,0777) Mr S Riley (0617, 0618, 0619) Mr Morris and Mr Yole (0616)</b>
<b>Representative</b>	<b>:</b>	<b>Mrs Mr Knapman in person/Mr A Knapman, Mr D Morris for Mr Riley</b>
<b>Respondents</b>	<b>:</b>	<b>Mr D Morris and Mr B Yole (0611,0615, 0777) Mr Riley (0771) Ms Knapman (0616, 0617, 0618, 0619) Mr Morris and Mr Yole in person, and for Mr</b>
<b>Representative</b>	<b>:</b>	<b>Riley; Mrs Knapman in person/Mr A Knapman</b>
<b>Type of application</b>	<b>:</b>	<b>Questions under Mobile Homes Act 1985, section 4 and review of pitch fee, schedule 1, part 1, chapter 2, para 16</b>
<b>Tribunal members</b>	<b>:</b>	<b>Judge R Percival Mr M Ayres FRICS Mr M Jenkinson</b>
<b>Venue and date of hearing</b>	<b>:</b>	<b>Exeter Tribunals, Keble House and Exeter Combined Court Centre, Southernhay Gardens, Exeter, EX1 1NT/EX1 1 UH 28 and 29 January 2026</b>
<b>Date of decision</b>	<b>:</b>	<b>11 May 2026</b>

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**DECISION**

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## **The background**

1. Mrs Knapman is the owner of Grange Park, a protected site under the Mobile Homes Act 1983 (“the 1983 Act”). Since November 2014, Mr Riley has been the occupier of park home pitch 3 Grange Park. Mr Morris and Mr Yole are the occupiers of pitch 6, and have been since 2002. Mr Riley has appointed Mr Morris to represent him before the Tribunal.
2. At an earlier stage in the proceedings, these eight applications were consolidated and ordered to be heard together.
3. The applications engage two jurisdictions of the Tribunal. Section 4 of the 1983 Act provides  
“(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)”
4. Section 231A of the Housing Act 2004 (“the 2004 Act”) makes provision for the Tribunal to make directions in respect of its jurisdictions under the 1983 Act.
5. The 1983 Act makes provision for a set of terms to be implied by statute into all park home agreements in schedule 1, part 1, chapter 2. The term in paragraph 16 provides that  
“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.”  
Paragraph 17 makes provision for the annual review of the pitch fee.
6. The following table sets out the parties to each of the applications, the numbers in the first column being the final numbers in each applications Tribunal case number.

<b>Number</b>	<b>Jurisdiction</b>	<b>Applicant</b>	<b>Respondent(s)</b>
0611	Section 4	Ms Knapman	Mr Morris, Mr Yole
0617 - 0619	Section 4	Mr Riley	Ms Knapman
0771	Paragraph 16	Ms Knapman	Mr Riley
0777	Paragraph 16	Ms Knapman	Mr Morris, Mr Yole
0615	Section 4	Ms Knapman	Mr Morris, Mr Yole
0616	Section 4	Mr Morris, Mr Yole	Ms Knapman

7. The applications ending 0615 and 0616 covered the same issues. Directions had been given staying 0615 and stating that 0616 was the lead case. During the hearing, the Tribunal un-stayed 0615 and determined both applications.
8. Copies of the legislation referred to in this decision and other sources of free legal information are set out in the appendix 1 to this decision.

### **The inspection**

9. The Tribunal inspected the site on the morning of the 28 January 2026. Each of the parties in person accompanied the members of the Tribunal during the inspection, pointing out matters they wished us to consider and answering questions in relation to physical features. Also present was Mr Ashley Knapman, who is now the manager of the site.
10. We explained to the parties that we would not take oral evidence, nor consider comments or submissions, made at the inspection.
11. A broad overview of the site was given in the Tribunal’s decision of 15 April 2025 (“the 2025 Decision”), at paragraphs [25] to [34], in relation to an earlier fee pitch application in respect of which Mr Morris and Mr Yole were the respondents. We do not consider we need to repeat these passages. We refer to specific observations at our inspection when they are relevant to the issues before us below.
12. We add that Mr Riley’s pitch is on the right-hand side of the paved parking area described in the April 2025 decision, that is, on the opposite side of the site to Mr Morris and Mr Yole’s pitch, but at the same end.
13. For clarity, it is possible to access pitch 6 on foot from the area designated as visitors’ parking, and from the pitch’s own gravelled drive. That drive meets the entrance roadway near its junction with the public road, bypassing the main entrance barrier to the site, which is at a higher level and to the right of the pitch 6 drive as one enters it from the road. It has its own electrically operated gate. At the pitch end, the drive terminates in a small garage just past the lime kiln described in the April 2025 decision.

### **The hearing**

#### *Introductory*

14. The hearing was held on 28 January 2026 at the Exeter Tribunal hearing centre at Keble House, and on 29 January 2026 at the Combined Court Centre, nearby. Given the variety of applications, we refer to the parties by their given names hereunder. Mrs Knapman attended in person, with Mr Ashley Knapman, her grandson, who is now the manager of the site.

Mr Knapman acted for the most part as the representative of Mrs Knapman. Mr Morris and Mr Yole represented themselves, Mr Morris mostly but not exclusively acting as spokesperson, and representing Mr Riley. We were provided with five bundles, amounting to a total of 1,396 pages.

15. The hearing was ordered such that we heard evidence and submissions in the following sequence.
16. First, application 0611: Mrs Knapman's application under section 4 in relation to the installation of lighting along the drive to pitch 6, and the use by Mr Morris and Mr Yole of a parking space.
17. Secondly, Mr Riley's section 4 applications, 0617 to 0619.
18. Thirdly, the pitch fee applications under paragraph 16, 0771 and 0777.
19. Finally, the section 4 applications in respect of the lime kiln and the boundary of pitch 6, 0615 (which we un-stayed and determined) and 0616.
20. We follow that sequence in this Decision.
21. We add at this point that in respect of each of these sets of applications, we heard significant evidence and submissions about matters of no relevance to the decisions we have to come to. We do not, for obvious reasons, repeat those here.

*0611: Lighting and parking at pitch 6*

22. Mrs Knapman's application under section 4 relied on express terms in Mr Morris and Mr Yole's site agreement, and on the park rules, which she said were made in accordance with the procedure in the 1983 Act. The terms and the rules were not contested by Mr Morris and Mr Yole.
23. The relevant express terms were that designated 3(g), obliging an occupier:

“Not without the written consent of the owner to carry out any building works or erect porches, sheds, garages, outbuildings, fences or other structures on the pitch.”
24. And express term 3(j), requiring an occupier

“To comply with the park rules from time to time in force”
25. The rules relied on are at 9d:

“you must park on your hard standing or garage if provided”

26. And rule 11b:

“You may make alterations to your pitch but must ask for our permission before starting any work. Our permission will not be unreasonably withheld.”
27. The application related to two quite separate questions.
28. The first related to the installation by Mr Morris and Mr Yole of a strip of electric lights down both sides of their drive, which were activated by a motion sensor. The power supply for the lights was buried under the gravel surface of the drive.
29. In her application, Mrs Knapman asked the Tribunal to direct Mr Morris and Mr Yole either to provide various details of the installation so that Mrs Knapman could consider whether to give retrospective permission; or to remove the installation.
30. The lights and associated cable had been installed in 2022 or 2023, according to a witness statement from a Mr Lindsay Cunliffe, who did that and other work for Mr Morris and Mr Yole. He stated that he was not an electrician.
31. However, when we inspected the site, the lights and cable had been removed.
32. We were told at the hearing that in October 2025, Mrs Knapman contacted a firm of electricians, who inspected the installation. When their electrician inspected, he concluded that the installation was unsafe and it was disconnected. Mr Morris and Mr Yole subsequently removed the cabling and lights.
33. As we understood it at the hearing, it was agreed that the issue with the installation was that the cable under the drive had not been buried at a sufficient depth. The papers show that at various times, there was also a concern that there was a deeper water pipe in approximately the same area.
34. It was clear that Mrs Knapman was aware of the original installation of the wiring and lights, and had not contested it at that point. In her oral evidence, Mrs Knapman made various objections to the installation of the lights, including that that amount of light was not necessary, or was light pollution, that it might impact wildlife, and in particular bats, and that the lights going on and off when the sensor was triggered by other wildlife was not appropriate. She also said that having lights on only one side of the drive would have been appropriate. When it was suggested that the security lights in the park were also triggered by wildlife, and caused light pollution, she reverted to saying that it was only the lack of safety associated with the depth at which the cable under the drive that

was a problem. When asked, she accepted that she had contradicted herself, and observed that it was helpful to her that the site was now to be managed by her grandson, Mr Ashley Knapman.

35. In respect of parking, Mr Morris and Mr Yole had adopted the practice of parking next to their mobile home, on part of the parking reserved (on Mrs Knapman's account) for visitors. Mrs Knapman requested the Tribunal to direct Mr Morris and Mr Yole not to park there.
36. Mr Morris and Mr Yole could not and did not point to any statement in their agreement to the effect that they were entitled to park on the visitors' parking. Rather, they relied on the fact that the previous site owners, a family called the Tuckers, had done so since 2006, and photographs, including those relating to the sale of the pitch licence, showed the Tuckers' car there.
37. Mrs Knapman explained that the Tuckers were related to her, and that they had been allowed to park there because Mrs Tucker became disabled over time and it was easier for her if the car was parked in that place.
38. There was a dispute between the parties as to the reception of information about the extent of the pitch. We deal with this later in this decision in relation to applications 0615 and 0616. However, at this point we take into account that the definition of the pitch does not appear to include the parking space in the visitors' parking area. In truth, it is clear enough on the ground that the space – one of about four in a line – cannot have been included in the definition of the pitch.
39. We now set out our determinations.
40. In respect of the electrical installation, it has, as a matter of fact, been disconnected, and accordingly it would be otiose for us to make any direction under section 231A of the 2004 Act in relation to it.
41. We do, however, consider it appropriate to make a determination of the issue under the agreement and the associated rules of the site.
42. We accept the evidence that the cable under the drive was not properly installed, in that it was not buried sufficiently deeply. We reject Mrs Knapman's contradictory and un-evidenced objections to the installation of the lights for other reasons.
43. If Mr Morris and Mr Yole were to make an application for Mrs Knapman's permission to reinstate the installation, but with the cable buried at an appropriate depth such that the installation could be certified by a qualified electrician, we determine that it would not be reasonable under the rules of the site for Mrs Knapman to refuse

permission. We add the caveat that this is the case provided that the installation of the cable at an appropriate depth does not damage or compromise the water pipe said to be in the same vicinity.

44. As to the parking, although, as we have stated, it became apparent at a later stage that the definition of pitch 6 does not include the visitors' parking space, that is ultimately not directly relevant. We do not consider that the visitors' parking space could possibly be meant by "your hard standing" in rule 9d. If it has any relevance to pitch 6, it must mean the hard standing immediately outside the garage in the vicinity of the lime kiln. Further and in any event, the pitch does have a garage, so the rule at least in the alternative, makes provision for parking in the garage. We accept Mr Morris and Mr Yole's evidence that neither the hard standing nor the garage itself is a convenient place to park a modern car, but nonetheless that is what the agreement contemplates.
45. Allowing the Tuckers to park in the visitors' space was a concession by Mrs Knapman. It was, however, one she could lawfully make, and one that she could lawfully not make to Mr Morris and Mr Yole.
46. It follows that we determine under section 4 that Mr Morris and Mr Yole are not entitled to park in the visitors' space as we have described it. We also direct that Mr Morris and Mr Yole cease to park there.

*0617 to 0619: pitch 3 – base and gas tank; rent for garage and historic pitch fees; water pressure*

47. These three applications related to Mr Riley's pitch, in respect of which he was represented by Mr Morris.
48. Application 0617 related to two questions.
49. One related to the location of a gas tank on and serving the pitch. It was agreed by the parties at the hearing that this issue was no longer live. The issue had arisen from an objection to the location of the gas tank by Mrs Knapman. Mr Riley had asked us to direct Mrs Knapman to move the tank, but only on the basis that she objected to its current location. Mr Riley himself was happy with its current location. At the hearing, Mr Knapman confirmed on behalf of Mrs Knapman that she no longer objected to the current location. As a result, there was now no longer a dispute and we need say no more about it.
50. The second issue related to the base of the pitch. The base is formed of flint stones, rather than a concrete slab. Mr Riley complained that his mobile home was subject to movement generally, to the extent that a door between two parts of the mobile home did not shut properly, a defect he attributed to the base. He also complained that the base was not level, such that he could not access underneath his mobile home for maintenance or repairs.

51. At the inspection, we observed that the door to which Mr Riley referred did indeed not shut properly. We also looked at the pitch base. While we were unable to take a measurement with a spirit level, we considered on the basis of visual observation that it was level.
52. Mr Ashley Knapman put to Mr Riley a quotation from a conditional inspection report that had been carried out in respect of the pitch by a Mr Gibbs on behalf of Mrs Knapman on 25 March 2025.
53. Mr Gibbs inspected the pitch on behalf of Clear View Park Home Surveyors Ltd. The report does not set out any formal qualifications for Mr Gibbs, but states that he had considerable experience of the park home industry.
54. The relevant passage reads as follows:

“The hard standing base was found to be an adequate size and structure ... the base is made up of Flint stone which is a suitable structure for the homes position. It is in our professional opinion that the base does not require any alterations as it is structurally sound and has been sited in the same position since 1964. Any alterations may cause significant damage to the subject property to no benefit.”
55. Mr Knapman asked Mr Riley what work he contended should be done in in relation to the base.
56. Mr Riley responded that in his view, the axle stands should be made of precast concrete, and the member between the top of the axle stands and the axle itself should be metal. At the moment, the axles were supported by different sizes of blocks of wood, which could rot and sink.
57. Mr Riley made it clear that he did not think that a base of flint chippings was adequate, and that it should be replaced with a concrete slab. He observed that if a base were built today it would be formed of concrete.
58. We decline to determine that the base is in disrepair or to direct that Mrs Knapman replace it with a concrete slab.
59. As a matter of law, the site owner is responsible for repairing the base of upon which the mobile home is stationed (by an implied term contained in paragraph 22, schedule 1, part 1, chapter 1 to the 1983 Act as amended by Mobile Homes Act 1983 (Amendment of Schedule 1 and Consequential Amendments) (England) Order 2011/1003). It is numbered implied term 22 in the helpful consolidated implied terms in park home pitch agreements document published by the Department for Levelling Up, Housing and Communities, 2023 (a link appears in appendix 2 to this Decision). Hereafter, we refer to implied terms by their number in this document.

60. We accept Mr Riley's evidence that there had been movement, including so as to cause the problem with the door that we observed. However, there is no evidence that it was caused by a lack of repair in the base itself, rather than in the wooden blocks supporting the mobile home, or a deterioration in the fabric of the mobile home. Mr Riley himself was critical of the use of wooden blocks to support the axles, but those are the responsibility of Mr Riley, not Mrs Knapman. We note that it appeared that Mr Riley's mobile home had been (improperly) extended by the addition of what appeared to be a fixed component at some time before he purchased it, and the door in question was between that component and the mobile home proper.
61. We also accept the evidence of Mr Gibbs that the use of flintstone chippings in an acceptable structure. Although Mr Gibb's does not appear to be a qualified surveyor, we accept his claim to expertise by virtue of long experience in the mobile homes industry, and his occupation as an inspector for the company named above.
62. While we place limited emphasis on it, we also take some account of the fact that we could see no problems with the base on inspection.
63. Accordingly, we cannot find that the base itself is in disrepair, such that Mrs Knapman's obligation to repair it – by, on Mr Riley's case, replacing it with a concrete slab – is engaged.
64. Application 0618 related to rent paid by Mr Riley to Mrs Knapman for a garage, and historic pitch fee increases.
65. We reached this item close the end of proceedings on the first day. We told the parties that we had doubts as to whether the Tribunal had jurisdiction to consider either of these issues.
66. As to pitch fees, we explained that our jurisdiction in relation to pitch fees arises as a result of the system set up by implied terms 16 to 20. Once a pitch fee has either been not agreed and determined by the Tribunal, or has been agreed, the Tribunal has no further jurisdiction. It therefore appeared to us that we had no jurisdiction in relation to the historic pitch fees that Mr Riley wished to contest now.
67. As so far as the garage was concerned, Mr Riley's case was that initially he paid a separate amount to rent the garage from Mrs Knapman. At a certain point, the ownership of the garage was gifted to Mr Riley, and the rent was in some sense assimilated into his pitch fee (or possibly, Mr Riley continued to pay rent for it). We explained that insofar as any renting of the garage was a separate agreement between Mr Riley and Mrs Knapman, it fell outside the Tribunal's mobile home jurisdiction. Insofar as it became a component of the pitch fee, our jurisdiction was exhausted as explained in the paragraph above.

68. We asked the parties to consider these issues overnight, so as to be in a position to make submissions, if they wished to, the following morning.
69. When the parties returned the following day, neither party argued that we did in fact have jurisdiction. We conclude that we do not, and accordingly do not make any determinations or give any directions in respect of those matters.
70. Application 0619 related to the water pressure in Mr Riley's mobile home.
71. Mr Riley complained that the water pressure in his mobile home sometimes dropped very substantially, so that the flow was insufficient for him to take a shower with proper temperature regulation, and indeed sometimes became so low that his boiler would not function at all. He said that he had taken to bringing a bucket of warm water into the shower with him to rinse himself if in case the water, or hot water, ceased. His evidence was that the fall in pressure was related to usage by others, both in their own mobile homes and by Mrs Knapman using a washing machine in the (otherwise disused) toilet block.
72. In 2023, at Mr Riley's instigation, South West Water, the water undertaker, measured the water pressure at the meter, and again at Mr Riley's outside tap. The measure at the meter was four bars (that is, the measure of the force pushing the water) and 50 litres per minute flow rate. The water company stated this was "well within the minimum" they were required to provide. However, at Mr Riley's tap, the measures were 2 bars and ten litres a minute. The email reporting these results explained that there was a 300 metre pipe from the meter to Mr Riley's pitch, none of which was the responsibility of the water company.
73. Mr Riley's belief was that the effective water pressure in his home was substantially reduced from the measured pressure when others were using water. He thought that pitches four and five, and the toilet block, drew from the same spur pipe as him. He rejected the proposition that it was a plumbing problem within his own mobile home, as it would have been constant, had that been the case, and not affected by others' usage.
74. Another company undertook a pressure loss investigation in 2023 at the behest of Mrs Knapman. No narrative report was provided, but on their invoice to Mrs Knapman, they report that "when pressure was taken at the property and no one else was drawing any water we found around 7 bar." It appears that "the property" meant the park as a whole, so that measurement is equivalent to the South West Water measurement of 4 bars.

75. There was conflicting and confusing evidence as to the order in which the water was supplied to the pitches and the toilet block, which ultimately we do not think we can, or need to, resolve.
76. We asked the parties to consider what they asked us to direct in order to deal with the issue, in the context of competing and incomplete factual evidence. We do so, we should add, on the basis that we accept that Mr Riley's evidence as to his experience of the water pressure problems is truthful.
77. Mr Riley proposed that we should direct that a further inspection by a suitably qualified person to take determinate measurements in realistic water use conditions. Mr Riley suggested that turning on the outside taps of other users (and we would add, if possible, a tap in the toilet block) would be a reasonable substitute for internal use by those in the other relevant pitches. Mrs Knapman said that they had only not done so in the past because they were not obliged to, and would be happy to do so if directed.
78. The park owner is responsible for the provision of water as a service (implied term 22(c)). We think it right to make the direction sought by Mr Riley. What should then happen as a result of such an inspection is not a matter for the Tribunal at this time, but will depend on the outcome of the exercise.
79. We direct the site owner, at her own expense, to engage a suitably qualified person to measure water pressure and water flow at the pitch number 6 both when no water is being used elsewhere, and when the outside taps of pitches 4 and 5 and (if practicable) a tap drawing from the supply to the toilet block are turned on; and to undertake any further measurements or other measures that the qualified person considers reasonable and helpful.
80. The exercise directed above must be conducted within 12 weeks of the sending of this decision to the parties.
81. We add that our professional member noted that it was possible to install permanent flow meters in a supply pipe. We do not make a direction in respect of this, but invite the parties to consider whether the installation of such a meter might be appropriate.

*0771 and 0777: pitch fee reviews*

82. These two applications were Mrs Knapman's applications under implied term 16(b) to increase the pitch fees in accordance with the presumption in implied term 20(A1) in respect of pitches 3 and 6 respectively. Both Mr Riley and Mr Morris and Mr Yole had disagreed with the fee proposed by Mrs Knapman at the annual review (for which see implied terms 16 to 20).

83. We note that some of the submissions and evidence in relation to these applications had become infected by the long running dispute between the parties in relation to Mrs Knapman's desire to erect fencing both around the lime kiln (pitch 6) and the rock face (pitch 3), and the resulting undertaking to the County Court by Mrs Knapman not to do so, on an application by Mr Morris and Mr Yole for an injunction. We do not consider these issues to be relevant to the much simpler issue before the Tribunal.
84. The proposed increase was opposed in both cases in reliance on an assertion of a deterioration in the condition or decrease in the amenity of the site, matters to which the Tribunal has to have particular regard under implied term 18(1)(aa). The presumption of an increase (or decrease) in line with the consumer prices index has been described by the Upper Tribunal as "a very strong steer": *Britaniacrest Limited v Bamborough* [2016] UKUT 0144 (LC).
85. In Mr Riley's case, the relevant deterioration, that is, a deterioration since the previous site fee review, was that the undergrowth on the cliff or rock face over the pitch, or over the level part of the pitch, had not been cut back.
86. Mr Riley's mobile home is located at the bottom of the rock face, which encloses the location of the mobile home to a substantial extent. At least for most of the rock face, the top comprises the site's recreational grassed area.
87. It transpired during the hearing that there was a dispute as to the extent of the pitch. Mr Knapman argued that the rock face itself, up to its lip, was part of the site. Mr Riley said he did not think that that was correct, albeit he had not been given a plan to accompany the agreement when he moved in. If the failure to cut back the undergrowth was on Mr Riley's site, then any deterioration would be his responsibility, not that of the site owner; and the contrary applied if it were not.
88. We do not have to decide the boundary issue. Even if we assume that Mrs Knapman was responsible for cutting back the undergrowth, we do not think that it would amount to sufficient reason to upset the presumption of a CPI increase. It does not materially affect the utility of the site by Mr Riley, and we do not think it can be said to be a major negative aesthetic issue. It is too minor.
89. In respect of Mr Morris and Mr Yole (0777), the deterioration since the last review claimed related to the lime kiln. Mr Yole (who argued this part of the case) said that, when looking at the kiln from the hard standing in front of it, the dry stone wall holding back the bank on the right-hand side had bulged outwards.

90. Despite one of us having been a member of the panel that decided the previous year's pitch fee review application inspection, we found it difficult to be sure that there was any noticeable increase in the volume of material at that point. However, even assuming that it had expanded to the extent that Mr Yole submitted, we do not consider that it amounts to a deterioration capable of overcoming the presumption. It is difficult to see that it has any appreciable impact on the utility of the pitch, and nor does it have any adverse aesthetic effect. It is well below the threshold necessary to dislodge the presumption.
91. It follows that we allow both applications, and the pitch fee falls to be increased by CPI as proposed by Mrs Knapman.

*0615 and 0616: lime kiln and boundary issues, pitch 6*

92. At an earlier date, 0616 had been made the lead case in relation to these issues, and 0615, an application by Mrs Knapman which covered the same ground, was stayed. We un-stayed 0615 so that it could be disposed of, but substantively heard the issues on the basis of 0616.
93. We take the issue relating to the lime kiln first. Although we heard a significant amount of evidence in relation to this aspect, in the event we do not need to go into much of it, given the outcome.
94. The continuing dispute about what to do about the lime kiln is set out in the 2025 Decision, which we do not need to rehearse again here.
95. In relation to the lime kiln, Mr Morris and Mr Yole's application, as explained by Mr Yole, was for the Tribunal to direct that a further report on what should be done with the lime kiln to ensure it was safe should be commissioned from Nicholls, Basker and Partners, consulting structural and civil engineers ("NBP").
96. To put the matter briefly, the original NBP report (in November 2023) had recommended that the best solution was (effectively) to infill the lime kiln with concrete. It also recommended fencing as a safety measure. Subsequently, in email correspondence with Mrs Knapman, NBP had emphasised the importance of fencing. On an application for an injunction, Mrs Knapman had made an undertaking to the County Court not to erect fencing. Mr Morris and Mr Yole want to have the kiln infilled. Mrs Knapman wants it fenced. Bluntly, the current state of affairs is a stalemate.
97. However, after both sides had made submissions, we asked Mr Morris and Mr Yole if a new NBP report were to (still) recommend fencing, they would agree, and the undertaking would be discharged. We allowed them time over the lunch break on the second day to consider their response. On returning, they said that they would not agree to fencing in those circumstances.

98. In the light of that response, we do not think it would be fair or reasonable for us to require Mrs Knapman to commission and pay for a further report. First, not only would neither side be bound by the recommendations of the new report, but also one side, Mr Morris and Mr Yole, had announced in advance that they would only agree to the implementation of the recommendations of the report if their preferred solution was recommended. Secondly, there is no reason to suppose that Mrs Knapman would take a different view if Mr Morris and Mr Yole's preferred solution was recommended. A further report would, in all probability, merely perpetuate the existing stalemate.
99. We add that, in any event, we doubt the utility of another report. The condition of the kiln may have deteriorated somewhat since the first report (see the 2025 Decision), but we think it unlikely that the deterioration is such to make a substantial difference to a consultant's conclusions.
100. We decline to make the direction sought in relation to the lime kiln.
101. The issue in relation to the border starts with the question of whose obligation it is to trim a hedge.
102. The hedge lies along the boundary (on the right-hand side as one approaches down the pitch 6 drive from the road) between the pitch and the entrance and visitors' parking spaces of the main part of the site. The hedge is at the top of a slope upwards from the pitch. Mr Morris and Mr Yole maintain the slope, but said they considered, at least initially in the hearing, that the hedge is too high for them to maintain.
103. Mr Knapman told us that the site owner maintained the top of the and outward side (that is, the side facing the main entrance/visitors' parking area), but considered that Mr Morris and Mr Yole were responsible for trimming the inner side.
104. By express term 3(f) the occupier undertakes  
"to keep the pitch and all fences sheds outbuildings and gardens thereon in a neat and tidy condition ..."
105. This term does not refer to hedges. As far as it goes, however, it tends to support the view that it is the responsibility of the pitch owner to "keep ... in a neat and tidy condition" things that are "on" the pitch. Thus it is the boundary of the pitch that matters in relation to maintenance.
106. The broader problem was the uncertainty as to the boundaries of the pitch. Mr Yole said that they had never had a plan of their pitch. They had asked Mrs Knapman for measurements. She said she would provide them for £30 (we assume this is a reflection of the sum referred to in implied term 22). Mr Morris and Mr Yole declined to make the payment.

107. However, at the hearing, Mr Knapman produced printed colour copies of an aerial photograph of this part of the site, with a line to indicate the boundary of the pitch. The Tribunal only has this in the form of a smart phone photograph taken of the paper copy, but that is reproduced at appendix 2 to this Decision. Mr Knapman told us that it was produced at the time that Mr Morris and Mr Yole asked for measurements, but then declined to pay the fee demanded.
108. The delineation of the relevant boundary is not wholly clear, but it appears to fall down the centre line of the hedge. That is an obviously impractical dividing line of responsibility for trimming a hedge. We remind ourselves that, as it stands, this photograph only represents the site owner's view of where the division stands.
109. After they had had the opportunity to consider the aerial photograph over lunch, Mr Morris and Mr Yole said that they were prepared to maintain "all of the boundaries", but asked that the yellow line marking the pitch boundary (or at least, the site owner's view of the boundary) be moved so that the whole of the hedge was included in pitch 6. Mrs Knapman declined to do so.
110. We think that constructively, an agreement now exists between the parties that Mr Morris and Mr Yole will maintain the inner face of the hedge and Mrs Knapman will maintain the top and the outer face. We say that because Mr Knapman said that the site owner took responsibility for the top and outer face already, and taking responsibility for the inner face is inherent in Mr Morris and Mr Yole's offer to maintain all of the hedge.
111. We decline to make a determination as to what is the boundary of the pitch. To do so would require us to be provided with the agreement and whatever documentation relevant to the sale of the pitch can be produced, such as agent's details or advertisements, and relevant contemporaneous correspondence between the parties. We would also require developed submissions from the parties properly directed to the general question of where the boundaries should lie.
112. However, it is appropriate for Mrs Knapman to provide Mr Morris and Mr Yole with a proper plan, with measurements, and an account of what she considers the boundaries to be.
113. We direct that Mrs Knapman provides Mr Morris and Mr Yole with a drawn plan showing the boundaries of pitch 6 as she believes them to be, including accurate measurements and where helpful photographs. The plan should be accompanied by a narrative statement of Mrs Knapman's position in relation to the boundaries.

114. We direct that Mr Morris and Mr Yole facilitate Mrs Knapman executing the direction above, including by giving her or her agents reasonable access to the site on at least two days' notice.

#### *Tribunal fees*

We make no orders under Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, rule 13(2) as to reimbursement of application and hearing fees.

#### **Rights of appeal**

115. 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 Southern regional office. The application should be on form RP-PTA, which is available on the Tribunal's website, or by application to the case officer.
116. The application for permission to appeal must arrive at the office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
117. If the application is not made within the 28 day time limit, the 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 these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
118. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

**Name:** Judge R Percival

**Date:** 11 May 2026

## APPENDIX 1: SOURCES FOR FREE LEGAL MATERIALS

### **Legislation**

The legislation referred to in this decision may be found at:

<https://www.legislation.gov.uk/ukpga/1983/34/contents>

The terms implied into agreements in schedule 1, part 1, chapter 2 are presented in a more easily read form in the following Government fact sheet:

<https://www.gov.uk/government/publications/consolidated-implied-terms-in-park-home-pitch-agreements/consolidated-implied-terms-in-park-home-pitch-agreements-factsheet>

### **Case Law**

The dedicated website for Upper Tribunal (UT) cases, which are binding on this Tribunal, is:

<https://landschamber.decisions.tribunals.gov.uk/Aspx/Default.aspx>

The search engine does not allow for free text searching. Sufficient information to use the provided search engine (such as the date of the case or the parties names) may be available via a google search.

Alternatively, the official National Archive website is at:

<https://caselaw.nationalarchives.gov.uk/>

This has a better search engine, but does not contain UT decisions before 2015, and there may be gaps in its provision thereafter.

The National Archive website can also be used for finding cases in higher courts, including those referred to in UT decisions.

Alternatively, many UT decisions, and most other important cases in all courts, are available on:

<https://www.bailii.org/> .

Bailii stands for British and Irish Legal Information Institute. It is a charity that has published free caselaw for many years, and has in some cases loaded up earlier case law.

**APPENDIX 2: PHOTOGRAPH INDICATING PITCH 6**

