FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CAM/33UE/PHC/2025/0020**
Site	**:**	**Ella's Place, Short Drove, Downham Market PE38 9PU**
Applicants & Addresses:		**As listed in Appendix 1**
Representative	**:**	**Mrs PA Fox, Secretary of the Qualifying Residents' Association**
Respondent	**:**	**Evolution Park Homes Ltd**
Representative	**:**	**LSL Solicitors**
Type of Application	**:**	**To determine a question arising under the Mobile Homes Act 1983 or an agreement to which it applies – section 4 Mobile Homes Act 1983 as amended ("the Act")**
Tribunal Members	**:**	**Judge JR Morris** **Dr J Wilcox FRICS**
Date of Application	**:**	**24 July 2025**
Date of Directions	**:**	**20 November 2025**
Date of Additional Directions	**:**	**10 February 2026**
Date of Hearing	**:**	**23 February 2026**
Date of Decision	**:**	**30 March 2026**

DECISION

<u>CORRECTION CERTIFICATE</u>

The Tribunal exercises its powers under Rule 50 to correct a clerical mistake or other accidental slip or omission in its Decision dated 30 March 2026.

The Decision is corrected as follows:

1) In the table at paragraph 47 should read £1,220.80 **not** £1,220.08
2) In paragraph 49 the subsequent figures should read:
    a) £348.00 **not** £365.43;
    b) £1,220.80 **not** £1,220.08;
    c) £872.80 **not** £855.37 ; and

d) £41.56 **not** £42.73.

The Decision is corrected as shown in bold at paragraphs 47 and 49.

The time stated for compliance with the Directions is as from the date the Tribunal sends this corrected decision and reasons.

This correction was made on **7 April 2026**.

Judge JR Morris

Decision

1. The Tribunal determines that the Applicants have been overcharged for the standing charge for electricity for the period in issue of 1 October 2022 to 30 September 2024 by £4**1.56** each.

2. The Tribunal determines that the Applicants have been overcharged for their consumption of electricity for the period in issue of 1 October 2022 to 30 September 2024.

3. The Tribunal makes the following directions under Section 231A of the Housing Act 2004:

   1) The Respondent is to re-pay each of the Applicants £4**1.56** being the amount overcharged for the standing charge for electricity for the period in issue within 28 days after the Tribunal sends this decision and reasons.

   2) The Respondent is to apply the Tribunal's "combined" unit cost to the Applicants' Sub-Meter readings for the period in issue as in the table below and repay any overcharge within 28 days after the Tribunal sends this decision and reasons. In pursuance of this direction the Respondent is to provide each Applicant with a statement setting out the Sub-Meter readings, the number of units consumed, and the "combined" unit cost and the total that has been paid by the Applicant occupier and which is to be repaid for each bill period.

Bill Periods	Tribunal's "Combined" Unit cost
	Pence per kWh
01/10/22 – 31/12/22	0.311267
01/01/23 – 31/03/23	0.3492506
01/04/23 – 20/06/23	0.3149124
01/07/23 – 20/09/23	0.2742827
01/10/23 – 31/12/23	0.2470757
01/01/24 – 31/03/24	0.3139206
01/04/24 – 30/06/24	0.2254243
01/07/24 – 30/09/24	0.2067725

3) The Respondent is within 14 days after the Tribunal sends this decision and reasons to send to the electricity supplier a current Site Meter reading for night and day usage and on receipt of an up dated bill to pay the amount charged, providing a copy of the receipted bill for the period in issue to the Applicant occupiers. The Tribunal further orders that the Respondent holds on trust the payments on account made by the occupiers in accordance with their Sub-Meter readings.

4. The Tribunal Orders the Respondent to reimburse the Applicant Application Fee of £114.00 and Hearing Fee of £227.00 pursuant to Rule 13 (2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Reasons

Application

5. The Applicants made an Application to the Tribunal on 24 July 2025 under Section 4 of the Mobile Homes Act 1983 (as amended) which enables an application by an Occupier of a Park Mobile Home or a Mobile Home Site Owner to be made to a Residential Property Tribunal for a determination of any question arising under the Mobile Homes Act 1983 or agreement to which it applies.

6. This Application is made by the 15 Occupiers of the Site listed in Appendix 1, who are supported by the Site's Qualifying Residents' Association (the Association) and represented by Mrs Fox, Secretary of the Association, who is one of the Applicants.

7. The Applicants allege that the Respondent Site Owner is in breach of:

Part I of the Implied Terms of the Agreement

Owner's Obligations

22. The Owner shall-

(b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of-

(ii) any charges for gas, electricity, water, sewerage or other services payable to the owner under the agreement.

8. The Applicants also referred to:

The Ofgem Maximum Resale Price Rules

"If site owners or landlords supply energy to domestic consumers, they cannot profit from the energy they resell to people who live there. This is called the maximum resale price direction.

Site owners and landlords can only sell you energy at the same price that they paid for it. They cannot charge you for any energy they use, for example running the site office.

You can be charged an extra fee for things like meter readings and invoicing on top of your energy costs. People living in park homes can only be charged this fee if it is included as an agreement, also known as an express term, in their written agreement."

"The maximum charge is the same price the site owner paid for the energy including standing charges. An administration fee can be charged if the Agreement permits.

The Ofgem guidance for residents of alternative homes such as park homes which states under "Home Owner's Rights"

"If you live in an alternative home and pay for the energy that you use to the site owner you can:

Ask to see bills and contracts between the Site owner and the energy supplier."

9. The Applicants seek a direction under Section 231A of the Housing Act 2004 as follows:
   a) that the Respondent should provide all relevant copies of original invoices from the energy supplier and
   b) provide an explanation of the charges from 1 October 2022 to 30 September 2024 and
   c) to have overcharges reimbursed or any under charges to be paid within 20 days from the date of the tribunal's order.

10. The "period in issue" for which the Tribunal makes a determination is 1 October 2022 to 30 September 2024 or as near to those dates as possible.

11. The reasons for the Order are that:
   a) The Respondent under the Written Statement of Agreement must provide electricity and documentary evidence of the charges.
   b) The Respondent Site Owner must not charge the Occupier Applicants more for the electricity than the Site Owner is charged. An administration fee can be charged if the Agreement permits.

12. A copy of a Written Statement of Agreement was provided with the Application which was said to be common to all the Applicant Occupiers. The Agreement incorporated the Implied Terms of the Mobile Homes Act 1968 as amended and the standard form of Express Terms. The Express Terms did not include a provision entitling the Respondent Site Owner to make an administration charge for the supply of electricity.

13. Directions were issued on 20 November 2025 which required the Applicants to send a bundle of relevant documents to the Tribunal and the Respondent by 18 December 2025 and for the Respondent to send a bundle of relevant documents to the Tribunal and the Applicants by 15 January 2026. The Applicants were permitted to reply to the Respondent by 22 January 2026. The parties complied with these Directions.

14. The Tribunal received the Bundles from the parties and Reply from the Applicants, however, neither had explained how the electricity charge from the supplier (who was said to be Eon) was apportioned and charged to the Occupiers by the Site Owner. To expedite matters at the hearing the Tribunal issued additional Directions on 10 February 2026 requiring the Respondent, as the Site Owner charging for electricity under the Written Statement of Agreement, to provide the following by 17 February 2026:

1) The original bills from Eon in order that the unit cost and total quantity of electricity and the standing charge used for the period in issue can be confirmed. It appears that a single bill for the Site is sent to the Site Owner.

2) A statement explaining how the bills are apportioned e.g.
   a) Whether there is a single bill for the Site (which appeared to be the case as noted above), which is then apportioned.
   b) Whether the apportionment is by:
      i) an equal division between the pitches (which appeared to be the case); or
      ii) according to the size of mobile home; or
      iii) according to the amount used by each pitch measured by individual meters; or
      iv) some other method.

3) A statement explaining the calculations already given e.g. whether the number of units multiplied by the unit charge is an estimate for each quarter with a view to a balancing charge being reflected in the charge for the next quarter.

15. In response, prior to the hearing the Respondent provided:
- Estimated Eon invoices (the Estimated Eon Invoices) for the period 28 November 2021 to 17 June 2025
- a spread sheet summarising the Estimated Eon Invoices for the period 28 November 2021 to 17 June 2025.

Evidence

16. The parties provided written statements of case and a hearing was held on 23 February 2026 which was attended by Mrs Fox, Secretary of the Association for the Applicants and Mr Jon Payne of LSL Solicitors, for the Respondent.

Applicants' Statement of Case

17. In their written statement of case before the hearing the Applicants said that they had verbally requested a copy of the supplier's electricity invoice but that this was refused.

18. On 29 October 2024, the Association wrote to the Site Owner (copy provided) requesting documentary evidence of the electricity invoice and an explanation of the charges.

19. On 6 November 2024, a response (copy provided) was received from the Site Owner's Representative who stated that the Site Owner is quite prepared to furnish

the information requested to any resident who is entitled to receive it. It was said that the evidence in support is likely to include the meter reading for the home, the unit price charged by the supplier and the standing charge, although the invoice may have redactions.

20. It was added that as the Association was not itself an "occupier" the names and addressed of those occupiers who wished to receive the information should be supplied. Alternatively the information can be obtained if an occupier holding a Written Statement of Agreement under the Mobile Homes Act wishes to contact the Site Owner directly.

21. On 27 November 2024, the Association wrote again to the Site Owner (copy provided) requesting invoices for the Site Owner's supplier's electricity invoices for the period October 2022 to October 2024, showing the price per unit charged and the daily standing charge, together with a copy of any contracts relating to the supply of electricity showing the start and end date of the contract. Attached to the letter was a list of those occupiers who were members of the Association who requested the documentary evidence of the electricity charges. It weas added that the information may be sent to the Association Secretary for distribution or directly to the occupiers listed.

22. On 2 December 2024 the Applicants said they received a letter from the Respondent's representative saying that the Respondent Site Owner was preparing evidence and that it would be sent out within 3 weeks unless it was necessary to retrieve copies from the accountant or the electricity supplier.

23. They said that after numerous reminders it was agreed by the Applicants that an application should be made to the Tribunal.

24. Reminders and responses were:
    1. Reminder 8 January 2025 reply 10 January 2025 that person who deals with the matter is unwell.
    2. Reminder 30 January reply 5 February 2025 documents still being prepared
    3. Reminder 7 March 2025 response 17 March 2025 that Representative had reminded Respondent that information required.
    4. Reminder 11 May 2025 response 20 May 2025 that Representative had reminded Respondent that information required.

Respondent's Statement of Case

25. The Respondent provided a written statement of case that stated that paragraph 22(b) did not explicitly state that there is a requirement to provide copies of electricity bills that have been rendered by the supplier of the electricity. Rather the requirement is to provide evidence to support and explain how the calculation has been arrived at.

26. It was submitted that there has been some overcharging but also some undercharging. A copy of a letter from Salway & Wright, who act as accountants to the Respondent was provided. This contained a statement that:

"We have reviewed the electric charge made to tenants on the Downham Market site and compared them to the master bill received by Eon.

Some months there is an overcharge and some an undercharge.

On average in our opinion the tenants have been overcharged on their electricity by 10% more than they should have been billed."

27. With the letter a series of handwritten calculations was provided. It was submitted that these explained the methodology and was sufficient evidence. These calculations related to one occupier who did not appear to be a Respondent and were a series of bills numbered 8 - 19 covering the period 19 June 2022 to 26 May 2025. Hereafter, these calculations are referred to as the "Example Occupier's Bills".

28. The Respondent was willing to provide the itemised account of the charges, the unit cost applied and evidence of unit charged along with the price applicable within two months.

29. It was added that the Respondent had been unable to provide the information earlier as the directors of the company had encountered personal and technical problems in compiling the information.

The Hearing

30. At the hearing it was confirmed that there are 20 pitches. There is no Site office. There is Site lighting, the cost of which is included in the pitch fee.

31. There is only one Site meter (the Site Meter) which records the number of kilowatt hour (kWh) units of electricity consumed on the whole Site and each mobile home has a sub-meter (the Sub-Meters) which record the number of kWh units of electricity consumed by the occupiers of the individual mobile homes.

32. The Site Meter records separately the units of electricity consumed during the night and those consumed during the day. There is a different unit cost for the night time usage and for the day time usage. The night time unit cost is cheaper than the day time unit cost. The mobile home Sub-Meters only record the total number of units consumed by the occupiers of the mobile home, they cannot distinguish between night time usage and day time usage. Therefore, the Site Owner through Salway & Wright, who act as its accountants, have sought to calculate a unit charge which combines the night time and day time charges per kWh for each unit consumed, which the Respondent's Representative referred to as a "blended" unit cost. The Sub-Meters are read and the number of units consumed by each mobile home recorded. The "blended" unit cost is then applied to the number of units consumed by each mobile home and the individual occupiers are charged quarterly accordingly.

33. Mrs Fox stated that the Applicants believed they were being overcharged. She said the series of handwritten calculations provided did not explain the methodology and were not sufficient evidence as to the correctness of what was charged.

34. The Tribunal considered the handwritten calculations provided by Salway & Wright referred to here as the Example Occupier's Bills. They were accounts set out as a series of numbered bills which related to a specific Occupier by way of example. The bills relating to the period in issue were Bills numbered 9 to 16 accounts set out in two columns. The column to the left of the account set out the amount that the Site Owner had charged the Occupier for that quarter. This included one amount for the Standing Charge and another for the cost of the units consumed together with what Salway & Wright had assessed was the "blended" unit cost and the number of units. On the right hand side was a series of figures which appeared to be a month by month breakdown of the units consumed, the unit cost, the resultant consumption cost for the month, the number of days in the month, the daily standing charge and the total standing charge.

35. However there was no explanation as to how the "blended" unit cost was arrived at, or how the standing charge was calculated. Only this one example of an occupier's set of accounts for the period in issue was provided. Neither party provided either a set of occupiers' bills or a schedule of Sub-Meter readings, record of units consumed and costs charged for the individual Applicants.

36. Mrs Fox said that the occupiers received bills (the Occupiers' Bills) which were for the same standing charge and for similar amounts in respect of the units consumed as the example provided by Salway & Wright on behalf of the Respondent. However they lacked any further details as to the amount of electricity consumed and how the cost per unit (the "blended" unit cost) was calculated. Mrs Fox said without this detail the Applicants believed they were being overcharged for both the standing charge and consumption.

37. Mrs Fox noted the letter provided by Salway & Wright on behalf of the Respondent said that there had been some under as well as overpayments but on average it was submitted that there was a 10% overcharge. However, Mrs Fox said the Applicants wanted answers to the questions: how was the standing charge apportioned and how was the blended charge calculated?

38. At the hearing the Respondent's Representative answered frankly that he did not know and it was apparent that he had been poorly instructed and in a difficult position. He said that following the director's personal difficulties, his firm had recently been instructed to put in place a more satisfactory method of billing the occupiers for electricity.

39. The Eon invoices were then considered. These covered the period from 28 November 2021 to 1 April 2025 which included the period in issue of 1 October 2022 to 30 September 2024. It was noted that there was an opening reading on 2 February 2022 which appeared to be as a result of a new Site Meter having been installed. This was the only actual reading. All other readings and hence costs were estimated. The total estimated units consumed for the period in issue was 27,165.1 units. It was also noted that although the estimated charge for the period 28 November 2021 to 1 April 2025 was £12,874.27 including VAT the Site Owner had only paid £253.06. The cost for the period in issue of 1 October 2022 to 30 September 2024 was £8,223.29 including VAT for consumption and £365.43 including VAT for the standing charge, a total of £8,588.72 including VAT.

40. It was noted that the Example Occupier's Bills, the dates of which did not precisely coincide with the period in issue but were sufficiently close to provide a comparison, were for 30 August 2022 to 26 August 2024 and recorded a consumption of 3,495 units. This replicated across the 20 Sub-Meters indicated a consumption of 69,900 units. The charge made by the Site Owner was £1,473.66 including VAT for consumption and £61.04 including VAT for the standing charge, a total of £1,534.70. Extrapolating this one Example Occupier's Bills across the Site of 20 mobile homes showed that, for the period in issue, the Respondent had charged the occupiers £30,694.00 including VAT against the Estimated Eon Invoice for much the same period of £8,588.72 including VAT as noted above.

41. Considering the occupier's actual Sub-Meter readings are more accurate than the Eon estimates, the Tribunal expressed concern at the discrepancy between the estimated Site Meter recording a total consumption of 27,165.1 units, and the likely collective 20 sub-meter recording of 69,900 units. These figures should have prompted the Respondent to furnish Eon with a Site Meter reading in order to obtain an accurate Eon Invoice. In the knowledge and experience of the Tribunal it is now common for suppliers to place the burden of meter reading upon customers. Suppliers commonly state that, to avoid inaccurate bills and the possibility of a high bill in reconciliation, customers should send the supplier their meter readings.

42. The Tribunal was also concerned that the Respondent, having collected in the region of £30,694.00 from the occupiers, had paid nothing since November 2021 the only credit on the account being a credit transfer of £253.06. In the opinion of the Tribunal such an amount should be held on trust for the occupiers to be paid when Eon will, in due course, demand it.

43. The Tribunal expressed its disappointment that the Respondent had not provided more information and instructed its Representative more fully. The Tribunal said as a result it would be making an order for the reimbursement of the Application and Hearing Fee charged. The Respondent's Representative accepted that notwithstanding the Director's difficulties, no representations would be made against the making of such an order.

Tribunal's Decision

Findings

<u>Standing Charge</u>

44. Firstly the Tribunal considered the amount of the standing charge for the period in issue. In respective of the account being considered the standing charge does not alter whether the Eon Invoice is based on estimated or actual readings. The table below sets out the standing charge for the period in issue as taken from the Eon Invoice.

Standing Charge	Standing charge rate pence per day	Number of days	Standing charge before VAT	VAT @ 5%	Total

	p		£	£	£
01/10/22 – 31/12/22	42.534	92	39.13	1.96	41.09
01/01/23 – 31/03/23	42.534	90	38.28	1.91	40.19
01/04/23 – 20/06/23	47.41	91	43.14	2.16	45.30
01/07/23 – 20/09/23	47.41	92	43.62	2.18	45.80
01/10/23 – 31/12/23	47.41	92	43.62	2.18	45.80
01/01/24 – 31/03/24	47.772	91	43.47	2.17	45.64
01/04/24 – 30/06/24	52.879	91	48.12	2.41	50.53
01/07/24 – 30/09/24	52.879	92	48.65	2.43	51.08
Total		731	348.03	17.40	365.43

45. The total standing charge for the period in issue is £365.43 including VAT. This divided by 20, being the number of mobile homes on the site, is £18.27 each. However, the Tribunal considers that the Respondent as Site Owner should be included in the charge, as it benefits from the supply when providing lighting to the Site which is included in the pitch fee. Therefore the total standing charge of £365.43 is divided by 21 giving a standing charge of £17.40 for each occupier and the site owner for the period in issue, a total payment of £348.00 by the occupiers.

46. The standing charge charged to occupiers was set out in the hand written Example Occupier's Bills provided by Salway & Wright on behalf of the Respondent. The dates of the Eon Invoice do not precisely coincide with the Example Occupier's Bills for the period in issue but the Tribunal considers them to be sufficiently close to determine whether the Occupiers have been over or undercharged.

47. The Tribunal found that the Example Occupier's Bills so far as the standing charge was concerned were the same as for all the occupiers. Therefore the following table shows the charge made to each individual occupier for the period in issue.

Occupier Bill Number	Date for which charge made	Number of days	Standing charge ex VAT	VAT @ 5%	Total
			£	£	£
9	30/08/22 – 28/11/22	91	7.28	0.36	7.64
10	29/11/22 – 27/02/23	90	7.20	0.36	7.56
11	28/02/23 – 29/05/23	91	7.28	0.36	7.64
12	30/05/23 – 28/03/23	91	7.28	0.36	7.64
13	29/08/23 – 27/11/23	91	7.28	0.36	7.64
14	28/11/23 – 26/02/24	91	7.28	0.36	7.64
15	27/02/24 – 27/05/24	91	7.28	0.36	7.64
16	28/05/24 – 26/08/24	91	7.28	0.36	7.64
Total		727	58.16	2.88	61.04
Total x 20			1,163.20	57.60	1,220.**80**

48. For the period in issue, the individual standing charge levied by the Respondent Site Owner was £61.04 including VAT. This multiplied by 20, being the number of Occupiers on the Site, the Respondent Site Owner not having contributed, is £1,163.20.

49. Comparing the total standing charge that should have been paid by the occupiers of **£348.00** including VAT in the Eon Invoice with that charged to the occupiers of £1,220.**80**, including VAT there is a difference of **£872.80** which the Tribunal found was a total overcharge of £4**1.56** each.

Unit Charge

50. Secondly, having determined the standing charge, the Tribunal then considered the unit cost. The Tribunal noted that the Site Meter recorded night kWh units and day kWh units separately and that there was a different unit cost for each, which varied from quarter to quarter. Since the individual Sub-Meters for each mobile home only record the total kWh units consumed and are not able to distinguish between night and day units it was necessary to determine a unit cost that took account of the different cost between a night and day unit to give as accurate a charge for the occupiers as possible. Salway & Wright, for the Respondent Site Owner, determined what the Respondent's Representative, referred to as a "blended" unit cost. It was not known, and no explanation was given, as to the methodology for determining the "blended" unit charge for the Example Occupier Bills provided by Salway & Wright. Therefore the Tribunal determined its own formula. To distinguish between the two, the term "blended" charge is used when referring to that applied by Salway & Wright for the Respondent and the term "combined" is used when referring to that determined and applied by the Tribunal.

51. The Tribunal determined its combined kWh unit cost by reference to the Estimated Eon Invoice, a copy of which was provided together with a spread sheet prepared by the Respondent. The Tribunal found that the "combined" unit cost could be determined irrespective of the invoice being for an estimated number of kWh units. The Tribunal found a "combined" unit cost can be obtained for any one period, by taking the total cost of the night and day units for that period and dividing it by the total number of night and day units consumed for the same period.

52. The Tribunal is of the opinion that, in the absence of evidence giving a clear explanation of the methodology for determining the "blended" unit cost used by the Respondent, the Tribunal's "combined" unit cost was to be applied to determine whether the occupier's had been over or undercharged.

53. Table 1 shows the units and their cost based on Estimated Eon Invoice Periods for the period in issue.

Invoice Periods	Night Units	Night Rate	Night Cost	Day Units	Day Rate	Day Cost
	kWh	p kWh	£	kWh	p kWh	£
01/10/22 – 31/12/22	1854.0	33.669	624.21	1965.1	61.763	1213.72
01/01/23 – 31/03/23	1845.8	51.866	957.31	2084.3	79.96	1666.63
01/04/23 – 20/06/23	1453.8	34.211	497.35	1413.6	62.305	880.76
01/07/23 – 20/09/23	1400.6	14.704	205.94	1433.3	39.863	571.35
01/10/23 – 31/12/23	1049.4	13.704	143.82	995.6	36.305	361.45
01/01/24 – 31/03/24	1555.7	15.704	244.31	4184.7	37.224	1557.72
01/04/24 – 30/06/24	1471.7	11.611	170.87	1573.8	32.766	515.66

01/07/24 – 30/09/24	1367.4	11.611	158.77	1516.3	28.853	437.5

54. Table 2 shows the total cost of the day and night units for each period of the Estimated Eon Invoice divided by the total number of day and night units to give a combined unit cost. For example for the period 01/07/23 to 20/09/23 the total number of estimated day and night units consumed was 2833.9 at a total cost of £777.29; 777.29 divided by 2833.9 gives a "combined" unit cost of 0.2742827.

Invoice Periods	Total day and night units	Total day and night cost ex. VAT	"Combined" Unit cost determined by Tribunal	VAT @ 5%	Total cost inc. VAT
	kWh	£	p kWh	£	£
01/10/22 – 31/12/22	3819.1	1837.93 – 649.17 = 1188.76 *	0.311267	59.43	1248.19
01/01/23 – 31/03/23	3930.1	2623.94 – 251.35 = 1372.59 *	0.3492506	68.63	1441.22
01/04/23 – 20/06/23	2867.4	1378.11 – 475.13 = 902.98 *	0.3149124	45.15	948.13
01/07/23 – 20/09/23	2833.9	777.29	0.2742827	38.86	816.15
01/10/23 – 31/12/23	2045.0	505.27	0.2470757	25.26	530.53
01/01/24 – 31/03/24	5740.4	1802.03	0.3139206	90.10	1892.13
01/04/24 – 30/06/24	3045.5	686.53	0.2254243	34.33	720.86
01/07/24 – 30/09/24	2883.7	596.27	0.2067725	29.81	626.08
Total	27165.1	7831.72	0.2883007	391.57	8223.29

* Energy Price Guarantee Discount

55. To determine whether the Applicants had been over or undercharged for the period in issue the Tribunal compared the application of the "blended" unit cost as used by Salway & Wright for the Respondent Site Owner with the "combined" unit cost as determined by the Tribunal. As with the standing charge, the dates of the Estimated Eon Invoice do not precisely coincide with the Example Occupier's Bills for the period in issue but the Tribunal considers them to be sufficiently close to determine whether the occupiers have been over or undercharged.

56. Table 3 shows the number of units used for the Example Occupier Bills for the periods in issue based on individual Sub-Meter readings with the "blended" unit cost as charged by the Respondent Site Owner and as prepared by Salway & Wright.

Bill No.	Bill Periods	Sub-meter units	Site Owner's Blended Unit Cost	Charge using Site Owner's Blended Unit Cost ex VAT	VAT @ 5%	Charge to Occupier inc VAT
		kWh	p	£	£	£

9	30/08/22 – 28/11/22	368	0.16	58.88	2.94	61.82
10	29/11/22 – 27/02/23	761	0.43	327.23	16.36	343.59
11	28/02/23 – 29/05/23	537	0.43	230.91	11.55	242.46
12	30/05/23 – 28/03/23	307	0.43	132.01	6.60	138.61
13	29/08/23 – 27/11/23	349	0.43	150.07	7.50	157.57
14	28/11/23 – 26/02/24	509	0.43	218.87	10.94	229.81
15	27/02/24 – 27/05/24	367	0.43	157.81	7.89	165.70
16	28/05/24 – 26/08/24	297	0.43	127.71	6.39	134.10
	Total	3495		1,403.49	70.17	1,473.66

57. Table 4 shows the number of units used for the Example Occupier Bills for the periods in issue based on individual sub-meter readings with the "combined" unit cost as determined by the Tribunal.

Bill No.	Bill Periods	Sub-meter units	Tribunal's "Combined" Unit cost	Charge using Tribunal's "Combined" Unit cost	VAT @ 5%	Charge to Occupier inc VAT
		kWh	p kWh		£	£
9	30/08/22 – 28/11/22	368	0.311267	114.55	5.73	120.28
10	29/11/22 – 27/02/23	761	0.3492506	265.78	13.29	279.07
11	28/02/23 – 29/05/23	537	0.3149124	169.11	8.46	177.57
12	30/05/23 – 28/03/23	307	0.2742827	84.20	4.21	88.41
13	29/08/23 – 27/11/23	349	0.2470757	86.23	4.31	90.54
14	28/11/23 – 26/02/24	529	0.3139206	166.06	8.30	174.36
15	27/02/24 – 27/05/24	367	0.2254243	82.73	4.14	86.87
16	28/05/24 – 26/08/24	297	0.2067725	61.41	3.07	64.48
	Total	3495		1,030.07	51.51	1,081.58

58. The Tribunal found that in relation to the Example Occupier's Bills by applying the "combined" unit cost as determined by the Tribunal the Occupier had been overcharged for consumption of electricity by £392.08 (being £1,473.66 - 1,081.58 = £392.08). The Tribunal found that on the balance of probabilities this would be replicated to all the occupiers including the Applicants.

59. The Tribunal went on to consider the terms of the he Ofgem Maximum Resale Price Rules which states that "Site owners and landlords can only sell you energy at the same price that they paid for it."

60. The Tribunal found that the Site Owner had not paid for the electricity that had been supplied for the period in issue. It would be ingenious of the Tribunal to order the Site Owner to repay to the Applicant occupiers what the Site Owner has charged them but which has not yet been paid to the supplier. The electricity bill will have to be paid but the Tribunal want to be as sure as it can that the money collected by the Site Owner will be available to pay the supplier when demanded. The Tribunal has therefore made a direction to give effect to this.

Determination

61. The Applicants seek a direction under Section 231A of the Housing Act 2004 as follows:
   a) that the Respondent should provide all relevant copies of original invoices from the energy supplier; and
   b) provide an explanation of the charges from October 2022 to 29 October 2024; and
   c) to have overcharges reimbursed or any under charges to be paid within 20 days from the date of the Tribunal's order

62. The Tribunal having found that:

   a) The Respondent Site Owner did provide evidence of charging in the form of the Estimated Eon Invoice which included the period in issue produced as a result of the Tribunal's Directions.

   b) The Respondent did not provide an explanation for the calculation of the standing charge. On examining the Estimated Eon Invoice the Tribunal determined that each Applicant had been overcharged £4**1.95**.

   c) The Respondent has provided a limited explanation of the charges in that the Site Meter records day and night consumption which are charged at different unit costs and which the Sub-Meters do not record. Therefore a unit cost has to be calculated to take account of the different unit costs. What was described as a "blended" unit cost applied by Salway & Wright for the Respondent Site Owner to the Occupier's consumption was provided but no explanation as to the methodology for calculating it was given. Therefore the Tribunal determined its own "combined" unit cost which it has applied to the Example Occupier's Bills and determined that, based on this evidence, the Applicant occupiers have been overcharged. The amount each Applicant occupier has been overcharged is to be determined using the Tribunal's "combined" unit cost for the period in issue as this appears to be more reliable than that of Salway & Wright.

63. The Tribunal makes a direction under Section 231A of the Housing Act 2004 as follows:

   1) The Respondent is to re-pay each of the Applicants £4**1.56** being the amount overcharged for the standing charge for electricity for the period in issue within 28 days after the Tribunal sends this decision and reasons.

   2) The Respondent is to apply the Tribunal's "combined" unit cost to the Applicants' Sub-Meter readings for the period in issue as in the table below and repay any overcharge within 28 days after the Tribunal sends this decision and reasons. In pursuance of this direction the Respondent is to provide each Applicant with a statement setting out the Sub-Meter readings, the number of units consumed, and the "combined" unit cost, the total that has been paid by the Applicant occupier and which is to be repaid for each bill period.

Bill Periods	Tribunal's "Combined" Unit cost
	Pence per kWh

01/10/22 – 31/12/22	0.311267
01/01/23 – 31/03/23	0.3492506
01/04/23 – 20/06/23	0.3149124
01/07/23 – 20/09/23	0.2742827
01/10/23 – 31/12/23	0.2470757
01/01/24 – 31/03/24	0.3139206
01/04/24 – 30/06/24	0.2254243
01/07/24 – 30/09/24	0.2067725

3) The Respondent is within 14 days after the Tribunal sends this decision and reasons to send to the electricity supplier a current Site Meter reading for night and day usage and on receipt of an up dated bill to pay the amount charged, providing a copy of the receipted bill for the period in issue to the Applicant occupiers. The Tribunal further orders that the Respondent holds on trust the payments on account made by the occupiers in accordance with their Sub-Meter readings.

64. The Tribunal Orders the Respondent to reimburse the Applicant Application Fee of £114.00 and Hearing Fee of £227.00 pursuant to Rule 13 (2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Judge JR Morris

APPENDIX 1 – APPLICANTS

Name	Home number
Mrs J Riley	2
Mrs E Wilson	3
Mrs E Peters	4
Mrs P Whitby	5
Mrs S Cornwell	8
Mr J Hartshorne	9
Mrs M Kluckow	10
Mrs M Hawkes	11
Mrs C Fox	12
Mrs K Cox	13
Mr K Clarke	14
Ms H Pople	15
Mr P Horton	17
Mr A Scadden	18
Mrs R Everett	20

APPENDIX 2 - RIGHTS OF APPEAL

1. If a party wishes to appeal the 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.

2. 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.

3. 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.

4. 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.

APPENDIX 2 – THE LAW

The Law

1. Section 4 of the Mobile Homes Act 1983 (as amended)
   (1) In relation to a protected site in England, 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 subsection (2) to (6).
   (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement, which has been entered into before that question arose.
   (3) In relation to a protected site in England, the court has jurisdiction—
      (a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and
      (b) to entertain any proceedings so arising brought under this Act or any such agreement,

      subject to subsections (4) to (6).
   (4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.
   (5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.
   (6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).

2. Section 231A of the Housing Act 2004 provides:
   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.

3. 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.