



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

Case Reference : **CAM/00MC/PHI/2025/0796**

Site : **Harvey's Nurseries, Peppard Road, Caversham
RG4 8ES**

Mobile Home Address : **130 Harvey Nurseries, Peppard Road, Caversham
RG4 8ES**

Applicant : **Harvey Opco Ltd**
Applicant's Agent : **LT Management Services Limited**
Representative : **Mr John Clement of Knights Professional
Services Limited**

Respondent : **Mr John and Mrs Mary Roughneen**

Type of application : **Application under Mobile Homes Act 1983 to
determine a pitch fee**

Tribunal : **Judge JR Morris
Dr J Wilcox FRICS**

Date of Application : **24 June 2025**
Date of Directions : **27 October 2025**
Date of Hearing : **3 March 2026**
Date of Decision : **2 April 2026**

DECISION

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Decision

1. The Tribunal determines the new pitch fees to take effect on the Review Date of 1 November 2024 for 130 Harvey Nurseries to be £267.80 per month to take effect to replace the current pitch fee of £260.00 per month which was reviewed on 1 April 2025, giving an increase of £7.80 calculated from a CPI increase of 3%.

Reasons

Introduction

2. The Applicant applied on 24 June 2025 for a determination of the pitch fee payable by the Respondent for 130 Harvey Nurseries. On 25 February 2025 the Applicant Site Owner proposed a new monthly pitch fee of £267.80 from the review date of 1 April 2025 to replace the existing pitch fee of £260.00 per month from the last review date of 1 April 2024. The Respondent Occupier did not agree the increased pitch fee.

The Law

3. The relevant law is:
 - a) Paragraph 25A (1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983, The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations 2013, and The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations SI 2023/620.
 - b) Paragraphs 16 to 20 of the Implied Terms of the Written Statement of in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983 as set out in Appendix 2.
 - c) Section 231A of the Housing Act 2004 as set out in Appendix 2.
4. The Law is as set out in Appendix 2 to this Decision and Reasons. In summary this is that a site owner may review the pitch fee in accordance with the statutory amended implied terms of the written statement of agreement between a site owner and a mobile home owner. Paragraphs 16 and 17 of the implied terms provide that if on reviewing the pitch fee the mobile home owners do not agree the amount then the site owner must apply to a tribunal to determine a fee.
5. Paragraph 20 states that when a tribunal is determining the amount of a new pitch fee it should apply a rebuttable presumption (“the presumption”) that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the Consumer Prices Index (CPI).
6. Paragraph 18 states that in applying the presumption regard must be had to several matters. Those relevant to these proceedings are under paragraph 18(1) (aa) any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner and under 18(1) (ab) any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services since 26 May 2013.

7. Paragraph 20 goes on to make general proviso that the presumption should apply unless this would be unreasonable. In *Vyse v Wyldecrest Limited* [2017] UKUT 24 (LC) Judge Robinson said at paragraph 45:
“the factors which may displace the presumption are not limited to those set out in paragraph 18(1) but may include other factors ...”
which it was said at paragraph 50:
“must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole.” These are often referred to as “weighty factors.”

Directions

8. Directions were issued on 27 October 2025. In compliance with which the Applicant provided to the Tribunal and the Respondent by 24 November 2025 copies of:
- The Application Form dated 24 June 2025;
 - The Directions dated 27 October 2025 with Reply Form annexed;
 - The Notice of Proposed Pitch Fee dated 25 February 2025;
 - The Pitch Fee Review Form dated 25 February 2025;
 - The Written Statement of Agreement;
 - The Applicant’s Statement of Case;
 - Invoices for Improvement Works;
 - National Minimum Wage and National Insurance Contributions Data;
 - and
 - CPI data.
9. The Directions required the Respondent, by 1 December 2025 to send, to the Applicant and the Tribunal the completed Reply Form annexed to the Directions. In addition, the Respondent, by 15 December 2025 was to provide a statement of case explaining why agreement cannot be reached on the proposed increase of the pitch fee. If reliance is placed on any of the matters in paragraph 18(1) of Chapter 2 of Part 1, the Respondent was to say why it would be unreasonable to increase the pitch fee e.g. if the condition of the Site had deteriorated or there had been a decrease in amenities or reduction in services.
10. The Respondent provided a completed Reply Form on 27 November 2025 requesting a hearing. The Respondent subsequently provided a bundle which included copies of:
- The Written Statement of Agreement;
 - An email from the Respondent to the Applicant dated 13 May 2022 objecting to the increase;
 - A Condition Report prepared by Mr Paul Creighton dated 23 November 2025;
 - The Respondent’s Statement of Case dated 9 December 2025;
 - Correspondence including that between the Respondent and the Applicant and between the Respondent and Reading Borough Council.

Written Statement of Agreement

11. A copy of the Written Statement of Agreement was provided which was between the Respondent’s and the Applicant’s predecessor, Harvey’s Nurseries. The Agreement began on 17 February 2017. The Agreement states: “The particulars of the land on which the Respondents are entitled to station their mobile home are the last plot of a new development of the three homes alongside the House. No 130 is the third home

furthest from the Site gates front facing the Site road passing this house.” The Agreement also states that the supply of gas is “direct from Site Owner until mains gas available”.

12. The Applicant said that it is the owner and operator of the residential mobile home Site known as Harvey’s Nurseries, Emmer Green, Caversham, Reading, Berkshire RG4 8ES which it acquired on 27 October 2023 following the financial collapse and administration of Countrywide Park Homes Limited, the previous owner of the Site. The Applicant said that there are a total of 50 owner-occupied mobile homes on the Site. The Respondents are the owners and occupiers of a mobile home stationed on pitch 130 on the Site.

Notice of Increase and Pitch Fee Review Form

13. The Applicant’s Agent, LT Management Services Limited, issued a Notice of Increase in the form of a letter dated 25 February 2025 stating that as from 1 April 2025 the pitch fee will be £267.80, the increase being calculated using the CPI (Consumer Price Index) “figure published most recently to the date on which the pitch fee review notice should be served”. The amount is payable monthly on the 1st of each month starting 1 April 2025.
14. In addition the Applicant issued a Pitch Fee Review Form in prescribed form under paragraph 25A (1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 and The Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations SI 2023/620, dated 25 February 2025, which proposed a new pitch fee for 130 Harvey’s Nurseries Mobile Home Park Peppard Road, Caversham, Reading RG4 8ES, the pitch occupied by the Respondent, of £267.80 per month to take effect on the Review Date on 1 April 2025 to replace the current pitch fee of £260.00 per month, which was last reviewed on 1 April 2024, giving an increase of £7.80 calculated from a CPI increase of 3%.
15. The Notice stated that in accordance with paragraph 20(A1) of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 the calculation was based upon the percentage increase in the Consumer Price Index (CPI) over 12 months by reference to the CPI published for January 2025 which was 3%. (a copy of the CPI table was provided).
16. The Respondent submitted in a letter dated 25 March 2024 that the Pitch Fee Review Notice for the review date 1 April 2024 was invalid. Although it was dated 29 February 2024 and was due to take effect from 1 April, it was postmarked 1 March 2024 and received on 8 March 2024 which was less than the required 28-day statutory period required before the proposed pitch fee was to take effect. As a result the Respondent did not agree the proposed increase to £270.00 per month and continued to pay £260.00 per month, which the Applicant accepted. The current pitch fee is therefore £260.00 per month as stated in the Notice.
17. The Applicant submitted that the following matters had not been challenged by the Respondent and were not disputed:
 - a. That the Site is a “protected site” within the meaning of s.1(2) of the Caravan Sites Act 1968.

- b. That the Respondent's occupation of her pitches is governed by an agreement ("Agreement") entered into on 17 February 2017 between Countrywide Park Homes Limited and the Respondent, to which the Mobile Homes Act 1983 (as amended) applies and that the contractual rights and responsibilities of the previous owner under the Agreement passed by operation of law to the Applicant on its acquisition of the Site.
- c. That the 29 statutory implied terms set out in Schedule 1, Part 1 of the Mobile Homes Act 1983 (as amended) apply to the agreement between the Applicant and the Respondents.
- d. That the annual pitch fee review process is regulated by paragraphs 16-20 inclusive and 25A of the statutory implied terms.
- e. That the annual review date for the Respondent's pitch fee is 1 April, with the last review having taken place by agreement on 1 April 2024.
- f. That on 25 February 2025 the Applicant sent a pitch fee review notice in the prescribed form to the Respondent proposing a CPI-only increase of 3% in her pitch fee for the year commencing 1 April 2025, together with a covering letter outlining the proposed increase to the pitch fee.
- g. That the annual percentage increase in the Consumer Prices Index for January 2025 (as published by the Office for National Statistics in February 2025) was 3.0%; and
- h. That the present application was filed with the Tribunal on before 30 June 2025, within the prescribed three-month time limit from the review date.

Inspection

- 18. The Tribunal inspected the Site prior to a hearing in the presence of Mr John Clement of Knights Professional Services Limited, Solicitors for the Applicant, Mr Ilker Burcin, Applicant's Operations Manager, Mr Ross Miller, Director of the Applicant, Mrs Roughneen, one of the Respondents and Mr Paul Creighton, author of a report in support of the Respondent's case.
- 19. The entrance to the site is off Peppard Road in Caversham. The approach road up to the gates of the Site is adopted by the local authority and is lit by street lamps. To one side of the road are several marked parking spaces. The markings were made by the Site Owner, with the agreement of the local council, to ensure parking was to one side only and the approach to the Site was kept clear. Beyond the gates and within the Site there are lights.
- 20. Off the Site road beyond the gates was a gateway to a house and garden the owner of which had a right of way over the site road to Peppard Road. Further along the Site road there is a house, garden and driveway (the House) which although within the Site is not part of it and is owned separately by a private individual. The Site road divides at this point and the main Site road passes to the left hand side of the House and the road to the right hand side is owned with the House but over which the Site

Owner and Occupiers have a right of way to the Site. The Respondents' pitch is one of three adjacent to the House between the main Site road and the road owned by the owner of the House. Further along the road to the left hand side is the Site car park and to the right are three mobile homes adjacent to the House. The last one next to the car park is the Respondents. In front of their home is a block paved road and a high brick wall. The wall is listed and one of the old estate walls. The foot of the buttress to this wall protrudes into the road. Beyond the wall is the main Site in which there is a network of Site roads off which are most of the mobile homes that comprise the Site.

Evidence

21. The Respondent provided a written statement of case to which the Applicant served a written reply. A hearing was held on 3 March 2026 which was attended by Mr John Clement of Knights Professional Services Limited, Solicitors for the Applicant, Mr Ilker Burcin, Applicant's Operations Manager and Mr Ross Miller, Director of the Applicant. It was also attended by Mrs Roughneen, one of the Respondents and Mr Paul Creighton, author of a report in support of the Respondent's case.
22. The Respondent's statement commenced with an email from the Respondent to the Applicant dated 13 May 2025 objecting to the increase was provided which gave formal notice that the Respondent was refusing the proposed fee increase based on the following points:
 - a) Site Roads
 - b) Speed Bumps
 - c) Car Parks
 - d) Lighting
 - e) Drains
 - f) Lack of Site Maintenance in Communal Areas
 - g) Boundary Fence
23. In support of these points the Respondents commissioned a Condition Report which listed the following issues (the Tribunal has added numbers to the items for ease of reference):
 1. Potential Life-Threatening Condition at Property Edge
 2. Ineffective Speed Control and Associated Safety Risks
 3. Non-Compliant Car Park Surface Conditions and Associated Risks
 4. Owners Safety Compromised by Absent Boundary Structure
 5. Road Safety Hazards Caused by Potholes and Surface Defects
 6. Non-Compliant Condition: Redundant Electrical Box on Site
 7. Deteriorating Timber Structures
 8. Encroachment of Brickwork Wall onto Carriageway
 9. Empty Barrel (Present since 2022)
 10. Inadequately Illuminated Entrance
 11. Unauthorised Use of Designated Visitor Bays
 12. Inadequately Lit Access Ramp
 13. Unauthorised Parking & Bins on Roadway
 14. Unsuitable Leading-Edge Protection
 15. Congested Junction
 16. Non-Resident Drainage

24. The following is an account of the points raised by the Respondent, including sections of the Report which are relevant to those points, which were made in written representations and at the hearing. Each point made by the Respondent is followed by an account of the Applicant's reply made in written representations and at the hearing. This is followed by the Tribunal's findings. These reasons address in summary form the key issues raised by the application. They do not recite each and every point raised or debated. The Tribunal concentrates on those issues which, in its view, go to the heart of the application. Where the Tribunal finds a particular matter as a fact, it does so on the basis that it is confident that on the available evidence that fact is established or proven on the balance of probabilities.
25. The Respondent made an initial submission that the Site Owner has not provided sufficient evidence or explanation to justify the proposed increase. Under the Mobile Homes Act 1983 (as amended), any increase must be reasonable and supported by clear documentation, which has not been provided.
26. In response the Tribunal set out its approach to the parties. The pitch fee review set out in the legislation is intended to reflect changes in the cost of living and there is a presumption that the pitch fee may be increased or decreased at the instance of the site owner in line with the Consumer Price Index (CPI). The site owner does not have to justify any increase with an improvement. However, if there has been a deterioration in the condition, or any decrease in the amenity, of the site or any reduction in the services then this may make an increase in the pitch fee unreasonable. Such a deterioration, decrease or reduction may rebut the presumption, i.e. be such that it would be unreasonable to apply the presumption. The presumption may also be rebutted if there is some "weighty factor" which makes an increase unreasonable. If the Tribunal finds it is unreasonable to apply the presumption then it may determine a pitch fee that it considers reasonable. In the past this has usually been expressed as finding that there should be no increase or a lesser percentage than that which would be allowed under the CPI, but the determination can be a sum lower than the current pitch fee.
27. Pitch fees are set on how the site is at the time the occupier moved to the site and the written statement of agreement begins. Any deterioration, decrease or reduction or weighty factor is assessed from then and must relate to the site and the effect those matters have on the occupier objecting to the increase. The deterioration need not be permanent but must be significant and not just transient, making the pitch fee increase unreasonable. Examples might include the closing of a facility e.g. a garden area or development works over long period causing disruption.
28. The Tribunal then considered the particular issues raised by the Respondents.

a. The State of the Site Roads

Respondents' Case

29. The Respondents said that the state of the roads, including footpaths and entrance to the Site were dangerous in some places. There are numerous potholes and trip hazards throughout the Site which have deteriorated due to lack of maintenance.
30. In support Mr Creighton's Report stated as follows:

1. Potential Life-Threatening Condition at Property Edge

There is an inadequate delineation between the roadway and the adjacent property boundary. The Respondents have placed traffic cones along the boundary in an attempt to safeguard their property and reduce the risk of vehicle encroachment. This arrangement creates an unsafe condition and presents a significant hazard, with the potential to cause serious injury or loss of life.

5. Road Safety Hazards Caused by Potholes and Surface Defects

Potholes present a significant hazard on roadways, particularly when left unrepaired. These surface defects can cause severe damage to vehicles, including tire blowouts, suspension failure, and loss of control, increasing the risk of collisions. For pedestrians and cyclists, potholes create trip hazards and instability, especially in poor lighting or adverse weather conditions. Accumulated water within potholes further reduces visibility and can lead to hydroplaning. To ensure compliance with best practice, road surfaces should meet the requirements of BS EN 13036 for surface characteristics and BS 434 for bituminous road materials, ensuring durability and safety.

8. Encroachment of Brickwork Wall onto Carriageway

There is a section of brickwork wall that encroaches into the roadway, creating a significant obstruction and potential hazard for vehicular traffic. This encroachment reduces the effective width of the carriageway, which may compromise safe vehicle manoeuvring and increase the risk of collisions, particularly for larger vehicles or during periods of high traffic flow. In addition to safety concerns, the current positioning of the wall does not align with standard road clearance requirements and may require remedial action to ensure compliance with relevant regulations and maintain safe access for all road users.

15. Congested Junction

The five-way traffic intersection adjacent to the Respondents' property presents heightened safety risks and ongoing nuisance. Multiple conflict points and converging vehicle movements reduce driver and pedestrian visibility, increase the likelihood of near-misses and collisions, and complicate right-of-way decisions. The geometry encourages abrupt braking and unpredictable turning, which can generate noise, vibration, and exhaust emissions impacting residential amenity. In addition, the lack of clear priority control and ineffective speed moderation can impede emergency access and create unsafe conditions for pedestrians entering or leaving the property. It is recommended that the responsible authority review the junction layout and controls—considering measures such as improved signage and road markings, traffic calming, pedestrian refuges or crossing points, and, if feasible, reconfiguration to reduce conflict nodes—to mitigate risk and minimize disturbance to residents.

Applicant's Reply

31. The Applicant denies that the Site roads are dangerous or have deteriorated during the review period. Any significant potholes which are reported to the Applicant are addressed by the Applicant's on-site team.
32. A Site inspection was carried out by Reading Borough Council, the licensing authority for the Site, on 8 September 2025 which "*did not notice a significant number of potholes, not any pot holes that posed any immediate safety risks*". A copy of the Council's report dated 25 September 2025 was attached to the Reply. Consequently, the Applicant submitted that there had been no deterioration in the condition of the roads within the scope of paragraph 18(1). In the longer term, the Applicant said it intended to resurface the Site roads once the redevelopment works for new pitches has been completed.

Tribunal's Findings

33. The Tribunal appreciated that the block paved road passing outside the Respondents' pitch on the one side was narrow and met the tarmac Site road on the other side at a right-angle and cars may 'cut' the corner. The Respondents had put cones there to reduce this likelihood. Other than place a bollard at the corner it is not clear what other action could be taken which would not obscure the view of drivers. However a bollard might restrict the Respondents' ease of access. Having noted the issue, the Tribunal considered whether it amounted to deterioration. It was found that it was a pre-existing situation when the Respondents purchased their mobile home and entered the written statement of agreement therefore it was not a deterioration nor did the Tribunal consider it a weighty matter that rebutted the presumption.
34. The Site roads are on private property and do not have to meet the same requirements of public roads. Nevertheless they need to be of a reasonable standard. On its inspection the Tribunal found there to be a few potholes particularly one adjacent to a speed bump but this was at the side and in the opinion of the Tribunal did not cause a safety risk to pedestrian or vehicular road users. The Tribunal found that the Site roads were generally in fair condition.
35. The Respondents commented that there were no pavements at the side of the Site roads. In the knowledge and experience of the Tribunal this is common on mobile home sites and any risk caused by the situation is mitigated by a 5 mile per hour speed limit. It was found that this was a pre-existing situation when the Respondents purchased their mobile home and entered the written statement of agreement, therefore it was not a deterioration nor did the Tribunal consider it a weighty matter that rebutted the presumption.
36. The Tribunal noted that the section of brickwork that encroaches into the roadway is a buttress of a "listed" wall and any alteration would require consent. Irrespective of this the Tribunal found that it was not a significant obstruction. In the opinion of the Tribunal the domestic vehicles of Occupiers would pass by it without incident and it was noted that the occasion of a few bricks at the foot of the buttress were damaged by a large 'bin lorry'. creating a significant obstruction and potential hazard for vehicular traffic. It was found that the buttress was a pre-existing situation when the Respondents purchased their mobile home and entered the written statement of

agreement therefore it was not a deterioration nor did the Tribunal consider it a weighty matter that rebutted the presumption.

37. The five-way traffic intersection adjacent to the Respondents' pitch does, like any road junction, present a heightened safety risk. However, there is a 5 mile per hour speed limit to take account of this. The Site roads are predominantly used by Occupiers and their visitors who will be aware of the need for care. It was found that the road junction was a pre-existing situation when the Respondents purchased their mobile home and entered the written statement of agreement therefore it was not a deterioration nor did the Tribunal consider it a weighty matter that rebutted the presumption.

b. Speed Bumps

Respondents' Case

38. The Respondents said that there is still a need for additional speed calming in parts of the Site, to limit the number of speeding vehicles. The current speed humps are not distributed effectively and some pose a possible trip hazard and are not 'wheelchair friendly'. The Respondents referred to a near miss whilst coming out of her drive, with a vehicle coming down the Site road in front of her pitch. It was suggested that a mirror might be mounted on the right hand edge of the wall affording a view in each direction. The Report stated:

2. Ineffective Speed Control and Associated Safety Risks

39. The existing speed control measure is ineffective and fails to prevent excessive vehicle speeds. The driveway accommodates two-way traffic, creating additional risk for the owner. This section acts as a bottleneck where traffic converges from five feeder roads within the Site, resulting in high traffic volumes. Furthermore, there are no two-way visibility mirrors installed, increasing the likelihood of collisions involving vehicles and pedestrians.
40. Installing controlled access gates could serve as an effective mitigation measure to regulate vehicle speeds and improve overall traffic safety within this high-risk area. This intervention would help manage traffic flow, reduce the likelihood of collisions, and enhance protection for residents and pedestrians.

Applicant's Reply

41. The Applicant said that there is no contractual obligation in the Respondent's occupation agreement or the relevant legislation for the Applicant to provide speed bumps on the Site. However, five speed bumps were added in 2024 (as noted in the invoice dated 3 August 2024), along with additional signage and mirrors to aid road safety on the Site. The report from Reading Borough Council stated that "*The traffic on the park is infrequent and generally travels at a slow speed. There were not any blind spots identified.*"

Tribunal's Findings

42. The Tribunal found that the existing speed control measures were effective. There was clear signage that the speed limit is 5 mile per hour and the presence of the speed bumps, which were considered to be adequate in number, reduced the risk of vehicles attaining any higher speed. The Tribunal agreed with the report of the Reading Borough Council that traffic was infrequent and travelled at low speed. The Tribunal did not identify any deterioration in condition or weighty matter that rebutted the presumption.

c. Car Parks

Respondents' Case

43. The Respondents stated that some of the car parks needed resurfacing. The Report stated:

3. Non-Compliant Car Park Surface Conditions and Associated Risks

44. The car park currently has incomplete surface finishes, resulting in uneven and unstable areas that pose significant safety hazards. These conditions increase the risk of slips, trips, and falls for pedestrians and may cause loss of vehicle control, particularly during adverse weather. Incomplete surfacing can also lead to water pooling, accelerating surface degradation and creating further hazards. To comply with best practice and safety requirements, surface finishes should meet the standards outlined in BS EN 13036 (Surface characteristics of road and airfield pavements) and BS 7976 (Pendulum test for slip resistance), ensuring adequate skid resistance and durability.

14. Unsuitable Leading-Edge Protection

45. The car park includes a change in level that requires appropriate edge protection to prevent falls and ensure compliance with safety standards. The current solution, which utilizes a key clamp system, is not considered suitable for this application. Key clamp barriers are typically designed for light-duty use and do not provide the structural integrity or impact resistance required in areas exposed to vehicular traffic or where pedestrian safety is critical. Inadequate edge protection increases the risk of serious injury in the event of a fall or collision. It is recommended that a compliant barrier system be installed, designed to meet the requirements of BS 6180:2011 — Barriers in and about buildings, ensuring adequate strength, height, and durability for the intended environment.

Applicant's Reply

46. The Applicant denies that the condition of the car park has deteriorated during the review year and the Respondent is put to strict proof. The report from Reading Borough Council found no issue with the current condition of the car park. In any event, the Respondent does not use the car park as she parks on her pitch, and therefore even if her complaint were valid, it would not be a factor carrying sufficient weight to displace the statutory presumption.

Tribunal's Findings

47. As with the Site roads, being on private property the car park does not have to meet the same requirements as public car parks. Nevertheless the car park does need to be of a reasonable standard. The Tribunal found that the car park showed signs of wear and should be part of the planned resurfacing. However, its condition was not such that it had deteriorated to the extent that the presumption was rebutted.
48. Regarding the change in level in the corner of the car park, the Tribunal agreed that an appropriate edge protection to prevent falls was necessary and that the steel tube held in place by a key clamp system and bolted to the ground was used in this case. Whereas it may not be considered adequate in certain public situations no issue had been raised in the Reading Borough Council's report. The Tribunal therefore found that in the absence of evidence to the contrary the present structure was adequate.
49. Therefore the Tribunal did not identify any deterioration in condition or weighty matter that rebutted the presumption.

d. Lighting

Respondents' Case

50. The Respondents said there was no lighting at the entrance to the Site. The Report stated:

10. Inadequately Illuminated Entrance

51. The pedestrian entrance to the Site is inadequately illuminated, creating a potential safety hazard for residents and visitors accessing the Site during hours of darkness. Poor lighting can significantly increase the risk of trips, slips, and falls, as well as reduce visibility for approaching vehicles, thereby heightening the likelihood of accidents. In addition to safety concerns, insufficient lighting may also contribute to a perception of insecurity within the Site. It is recommended that appropriate lighting be installed in accordance with relevant standards to ensure safe and compliant access for pedestrians.

12. Inadequately Lit Access Ramp

52. The vehicle access route into the Site is currently unlit, creating a significant safety concern for both drivers and pedestrians during hours of darkness. The absence of adequate lighting reduces visibility, increasing the risk of accidents and making it difficult for pedestrians to navigate safely. This risk is further compounded by the accumulation of leaves along the route, which can create slippery surfaces and trip hazards. To ensure compliance with safety standards and reduce potential liability, it is recommended that appropriate lighting be installed and regular maintenance carried out to clear debris from the roadway.

Applicant's Reply

53. The Applicant was served with a compliance notice by the Council in 2023 which required it to carry out works to the lighting on the Site. The required works were

completed during the review year covered by the present application (1 April 2024 – 31 March 2025) as shown by the invoice dated 2 September 2024 provided. The works have therefore improved the Site lighting during the relevant period. The Council was satisfied that the works addressed the issues in the compliance notice and no mention is made of the Site lighting in the September 2025 inspection report.

Tribunal's Findings

54. The Tribunal found that the approach leading up to the gates of the Site was an adopted road and the street lighting was the responsibility of the local authority. the Tribunal found that the local authority had required the Applicant to undertake works to improve lighting to the Site and that in the absence of evidence to the contrary these had been carried out to the satisfaction of the Council and no mention was made of inadequate lighting in the report dated 25 September 2025 following the Site inspection carried out by Reading Borough Council on 8 September 2025.
55. Therefore the Tribunal did not identify any deterioration in condition, loss of amenity or weighty matter that rebutted the presumption.

e) Drains

Respondents' Case

56. The Respondents said there were issues with the drains and flooding to parts of the Site which is getting worse. The Report stated:

16. Non-Resident Drainage

57. The driveway belonging to the House lacks sufficient drainage, resulting in surface water run-off into the adjacent Site car park. This uncontrolled flow creates pooling and saturation, which during colder conditions can freeze and form ice, posing a significant slip hazard to pedestrians and increasing the risk of accidents. In addition to safety concerns, the situation may accelerate deterioration of the car park surface and compromise site maintenance standards. It is recommended that corrective measures be implemented, such as installing adequate drainage on the adjoining property or introducing barriers and channelling systems within the Site, to mitigate these risks and ensure compliance with health and safety requirements.
58. At the hearing the Respondents said that the water run-off from the neighbouring property was only part of the issue. The owner of the House had a number of vehicles which he worked on causing a noise nuisance. The Respondents had raised complaints with the local authority Environmental Health Department who had visited the neighbouring property. Following these visits the nuisance abated for a while but periodically occur again.

Applicant's Reply

59. The Applicant in written representations said it was unable to comment in any detail on this allegation, as the Respondent had failed to identify which areas of the Site she alleges are affected by drainage issues, or how (if at all) she claims to have been affected. Nevertheless, the Applicant installed a large soakaway on the Site in 2024.

The Applicant said that the Site does not flood, although there are just a couple of areas where large puddles can form during heavy rainfall. However, the Applicant avers that this situation has not deteriorated over the course of the review year. The Applicant submitted that the Council did not raise any concerns with the Site drainage in its September 2025 report referred to above.

60. At the hearing on finding out that the main issue was the behaviour of the owner of the House, the Applicant said it was equally annoyed by his conduct. However, with regard to the Application, although the nuisance came for adjoining land it was not occupied or controlled by the Applicant.

Tribunal's Findings

61. The Tribunal found that the conduct of the owner of the House was not a deterioration in condition, loss of amenity or weighty matter that rebutted the presumption. The Tribunal confirmed that it appeared that both the Applicant's and the Respondents' best course of action was to make complaint to the Environmental Health Department on the basis that the owner of the neighbouring property was causing a nuisance.

f) General Lack of Maintenance of the Site Communal Areas

Respondents' Case

62. The Respondents said that there was a lack of site maintenance in all Communal Areas. The Report stated:

6. Non-Compliant Condition: Redundant Electrical Box on Site

63. A redundant electrical box remains installed on-site without any active function or clear signage. This condition poses multiple hazards, including the potential for unauthorized access, accidental contact with residual live components, and confusion during maintenance activities. The presence of unused electrical infrastructure can also lead to non-compliance with electrical safety standards. Best practice requires removal or secure isolation of redundant electrical equipment in accordance with BS 7671: Requirements for Electrical Installations (IET Wiring Regulations) to ensure safety and prevent electrical incidents.

7. Deteriorating Timber Structures

64. Unmaintained timber structures in the Site are deteriorating due to weather exposure, leading to rot, warping, and weakened integrity (photograph provided).

9. Empty Barrel (Present since 2022)

65. Leaving such items unattended does not align with good site management practices and may contravene health and safety standards. It is recommended that the barrel be removed promptly to maintain a safe, compliant, and visually orderly environment (photograph provided).

Applicant's Reply

66. The Applicant is similarly unable to comment in any detail on this allegation, as the Respondent has failed to identify which areas of the Site she alleges are affected by lack of maintenance, or how (if at all) she claims to have been affected. The Applicant avers that the Site is maintained to a good standard given the fact it is a “mature” site, and that the condition of the Site has not deteriorated since the Applicant took over its operation in 2023. Any concerns raised by residents are addressed as required by the Applicant’s site maintenance team.

Tribunal's Findings

67. The Tribunal found on the inspection that the disused electrical boxes had been removed. However, it was found that there was electrical cable above ground running over flower beds and adjacent to the wall opposite the Respondents’ pitch. Whereas it is likely that this would not be permitted under current regulations its presence was historical. It was found that the cabling was a pre-existing situation when the Respondents purchased their mobile home and entered the written statement of agreement therefore it was not a deterioration nor did the Tribunal consider it a weighty matter that rebutted the presumption.
68. The Tribunal found that neither the old timber doors nor the barrel amounted to a deterioration in condition or loss of amenity that justified the rebuttal of the presumption.

g) Failure to Enforce the Site Rules

Respondents' Case

69. The Respondents referred to the Report:

*11. Unauthorised Use of Designated Visitor Bays &
13. Unauthorised Parking & Bins on Roadway*

70. The entrance road by the side of Site Office is constantly partially blocked by a neighbour’s refuse bins. The lane at the back of the ‘bottom site’ homes has for a number of years been constantly blocked by neighbours’ vehicles. This failure to enforce the Site Rules The Site Rules state:

Vehicles and Parking

19. You must drive all vehicles on the park carefully and abide with the designated speed limit.
20. No individual parking space is allotted to any individual or vehicle (unless within a mobile home plot) and all spaces are useable by and resident vehicle for maximum utilisation.
21. You must not park on the roads or grass verges around the park.
22. You must not park anywhere except in the permitted parking spaces.

Applicant's Reply

71. There is no requirement for a site to have rules. However, the Respondent's assertion that there are no site rules in place is mistaken; a copy of the current site rules was provided.

Tribunal's Findings

72. The Tribunal found that the access road up to the Site gate had cars parked there which were said to belong to Occupiers. Notwithstanding that the Site Owner had marked out the parking spaces on the road by arrangement with the local authority, the road is adopted by the local authority and therefore any parking restrictions or the lack of them are a matter for the authority and not the Site Owner. The road is not part of the Site.
73. The Tribunal appreciated that inconsiderate parking by Occupiers in areas of the Site and the failure of Occupiers to consistently store waste bins on their pitch was a considerable annoyance however the Tribunal did not find at its inspection a breach of the Site Rules or a systematic failure by the Applicant to enforce the rules that amounted to a deterioration in condition or loss of amenity rebut the presumption.

h) Boundary Fence

Respondents' Case

74. The Respondents said that the pitch boundary fence which is also the Site boundary was damaged and removed approximately 2 years ago and has not been replaced. The absence of the fence compromises the Respondents safety and privacy continually due to this lack of Site Rules enforcement. The Report stated:

4. Owners Safety Compromised by Absent Boundary Structure

75. The boundary wall was demolished approximately two years ago following a vehicle collision involving the neighbouring property. To restore safety and security, the boundary fence must be reinstated to provide adequate protection for the owner. The current condition presents a significant hazard, and responsibility for reinstatement lies with the Site Owner.
76. At the hearing the Respondent said that some form of fence needed to be erected. At the moment she had put a number of potted plants across the aperture to give her a degree of privacy and security.

Applicant's Reply

77. At the hearing the Applicant acknowledged that what amounted to the Site and Respondents' pitch boundary fence had been damaged by the owner of the neighbouring property. The Applicant said that the deeds had been checked and the fence was the responsibility of the owner of the neighbouring property.

Tribunal's Findings

78. The Tribunal found that because the fence was the Site and Respondents' pitch boundary fence the issue was between the Applicant and the Respondent and if it could not be settled between the parties was a matter that came within an application under section 4 of the Mobile Homes act 1983 which enables a tribunal to make a determination of any question arising under the Mobile Homes Act 1983 or agreement to which it applies. It was therefore not appropriate for it to make a determination but the Tribunal did say that if the Applicant and the owner of the neighbouring property could not reach an agreement within the next month or so to reinstate the fence then the Applicant ought, following consultation with the Respondents, to erect a suitable structure to give them some security and privacy.

i) Issues with Mobile Home

Respondents' Case

79. The Respondents raised the following issues in correspondence:
- When coming to the Site nine years ago the Respondents said they were promised mains gas and until then they had to purchase LPG through the Site Office the cost of which has risen. They are aggrieved that the mains gas supply has not yet been provided.
 - The skirt walls are not correctly built
 - The windows of the mobile home are of inferior quality,
 - The drainage is ineffective
 - The mobile home base is not the correct size
 - The mobile home is not wheelchair friendly.

Applicant's Reply

80. The Applicant was not clear whether the alleged defects to her Mobile Home is a factor relied on by the Respondent. However, if it is, then the Applicant stated that any issues arising from the purchase of the Respondent's mobile home are a contractual matter between the Respondent and the administrators of Countrywide Park Homes Limited, the company which sold the unit to the Respondent. The Applicant has only purchased the land from the administrator. In any event, any such claim would be outside the jurisdiction of the First Tier Tribunal.

Tribunal's Findings

81. The Tribunal found that the issues identified by the Respondents related to their mobile home and pitch and not the Site and pitch fee.
82. The unfulfilled promise of mains gas is not a deterioration in condition, loss of amenity or reduction in services as mains gas has never been provided.
83. The contention that the windows of the mobile home are of inferior quality and the mobile home is not wheelchair friendly is an issue that needs to be addressed to the mobile home manufacturer and the seller of the home.

84. The Site Owner is responsible under the Written Statement of Agreement for the skirt, drainage and pitch base. If there are problems with these items they need to be addressed directly to the Site Owner with clear evidence e.g. from a surveyor, explaining the issue. If the issues cannot be resolved then an application may need to be made under section 4 of the Mobile Homes act 1983.

Applicant's Legal Submission

85. The Applicant made a legal submission stating that the effect of the statutory presumption is that once the Tribunal is satisfied that the Applicant has properly complied with the requirements for a pitch fee review, the burden of proof falls on the Respondents to persuade the Tribunal that it should depart from the statutory presumption when determining the new pitch fee for the year in question. In *Vyse -v- Wyldecrest Parks (Management) Limited* [2017] UKUT 24, the Upper Tribunal held that if none of the matters raised in paragraph 18(1) of the statutory implied terms applies and would justify departing from the statutory presumption, then the statutory presumption arises, and the Tribunal must consider whether any “other factor” should displace it. The Upper Tribunal held that “*by definition, this must be a factor to which considerable weight attaches*” in order to outweigh the statutory presumption.
86. This approach was confirmed by the Upper Tribunal in *Wyldecrest Parks (Management) Limited -v-Kenyon & Others* [2017] UKUT 28 (LC), in which the Tribunal held (47) that:
- (1) *The direction in paragraph 16(b) that in the absence of agreement the pitch fee may be changed only “if the appropriate judicial body ... considers it reasonable” for there to be a change is more than just a pre-condition; it imports a standard of reasonableness, to be applied in the context of the other statutory provisions, which should guide the tribunal when it is asked to determine the amount of a new pitch fee.*
 - (2) *In every case “particular regard” must be had to the factors in paragraph 18(1), but these are not the only factors which may influence the amount by which it is reasonable for a pitch fee to change.*
 - (3) *No weight may be given in any case to the factors identified in paragraphs 18(1A) and 19.*
 - (4) *With those mandatory consideration well in mind the starting point is then the presumption in paragraph 20(A1) of an annual increase or reduction by no more than the change in RPI.
This is a strong presumption, but it is neither an entitlement nor a maximum.*
 - (5) *The effect of the presumption is that an increase (or decrease) “no more than” the change in RPI will be justified, unless one of the factors mentioned in paragraph 18(1) makes that limit unreasonable, in which case the presumption will not apply.*
 - (6) *Even if none of the factors in paragraph 18(1) applies, some other important factor may nevertheless rebut the presumption and make it reasonable that a pitch fee should increase*
87. The Applicant averred that none of the issues raised by the Respondent are of sufficient weight to depart from the statutory presumption, and that consequently requests the Tribunal to determine that the Respondent's pitch fee should be

increased by 3% from 1 April 2025 in accordance with the said presumption. The Applicant seeks a determination from the Tribunal that the pitch fee payable by the Respondent for the year commencing 1 April 2025 be increased by 3%, representing the corresponding increase in the Consumer Prices Index since the previous review on 1 April 2024.

Tribunal's Determination

88. The Tribunal considered all the issues raised and determined that there had not been a deterioration in the condition or decrease in amenity of the Site or a reduction in services supplied to the pitch or mobile home, or any deterioration in the quality of those services under paragraph 18(1) or a weighty factor which rebutted the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983.
89. The Tribunal determined that an increase in line with inflation was reasonable and that this should be in accordance with the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983. Therefore, the Tribunal confirms the proposed new pitch fee for 130 Harvey Nurseries to be £267.80 per month to take effect to replace the current pitch fee of £260.00 per month which was reviewed on 1 April 2025, giving an increase of £7.80 calculated from a CPI increase of 3%

Judge JR Morris

Appendix 1 – Right of Appeal

1. 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.
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

1. Section 2 of the Mobile Homes Act 1983 (“the Act”) provides that the terms of Part 1 of Schedule 1 to the Act shall be implied and shall have effect notwithstanding the

express terms of the Agreement. Paragraphs 16 to 20 of Chapter 2 of Schedule 1 to the Act were introduced by the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006. The relevant provisions of the legislation that apply to this decision given the issues raised are as follows:

2. Paragraph 16 provides:

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

- (a) with the agreement of the occupier, or*
- (b) if the court, 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.*

3. Paragraph 17 provides:

- (1) The pitch fee shall be reviewed annually as at the review date.*
- (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.*
- (2A) In the case of a protected site in England, a notice under subparagraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.*
- (3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.*
- (4) If the occupier does not agree to the proposed new pitch fee—*
 - (a) the owner or (in the case of a protected site in England) the occupier may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;*
 - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and*
 - (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or the 28th day after the date of the court order determining the amount of the new pitch fee.*
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date.*

Sub- Paragraphs (6) to 10 are not applicable to this case

- (11) Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—*
 - (a) a notice under sub-paragraph (2) or (6)(b) was of no effect because of sub-paragraph (2A) or (6A), but*

- (b) *the occupier nonetheless paid the owner the pitch fee proposed in the notice.*
- (12) *The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—*
 - (a) *the amount which the occupier was required to pay the owner for the period in question, and*
 - (b) *the amount which the occupier has paid the owner for that period.*

4. Paragraph 18 provides:

- (1) *When determining the amount of the new pitch fee particular regard must be had to –*
 - (a) *any sums expended by the owner since the last review date on improvements-*
 - (i) *which are for the benefit of the occupiers of mobile homes on the protected site;*
 - (ii) *which were the subject of consultation in accordance with paragraphs 22(f) and (g); and*
 - (iii) *to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court [tribunal] on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;*
 - (aa) *in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force [26th May 2013] (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);*
 - (ab) *in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this subparagraph);*
 - (b) *...*
 - (ba) *in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date;*
- (1A) *But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013*

5. Paragraph 20 provides that:

- (A1) *In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee*

shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the consumer prices index calculated by reference only to—

- (a) the latest index, and*
- (b) the index published for the month which was 12 months before that to which the latest index relates.*

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

- (a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;*
- (b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2)*

6. 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.*

7. 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.