FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**: MAN/00CZ/PHI/2025/0034**
Property	**: 32 Earthswood Country Park, Huddersfield, HD8 9LJ**
Applicant	**: Earthswood Country Park Limited**
Representative	**: Immisol Solicitors**
Respondent	**: Beverley Speight- Martin**
Representative	**:N/A**
Type of Application	**: Pitch Fee Review (2024)**
Tribunal Members	**: Judge L Brown** **Mr A Hossain BSc Est Man (Hons) MRICS**
Date Decision Issued	**: 9th April 2026**

DECISION

We determine that the pitch fee for the Property should increase from the review date of 4 April 2025 to £303.69 per month.

Reasons for decision

Introduction

1. The Written Statement regarding Property effective from 27 April 2022 signed by the Respondent detailed the pitch fee and contained an annual review date of 4th April. The pitch fee includes gas maintenance and sewerage only. The pitch fee was last reviewed on 4 April 2024 to £294.84.

2. By Pitch Fee Review Notice dated 21 February 2025, the Applicant gave notice to the Respondent that they proposed to review the pitch fee from the review date of 1 April 2025. The proposed pitch fee was £303.69 per month.

3. The proposed increase related to the increase in the CPI Index only, namely 3 % being the published figure in January 2025.

4. The Respondent did not agree to the proposed increase but did not make an application to the Tribunal. The Applicant made application dated 30 June 2025 to the Tribunal for a determination of new level of the pitch fee in relation to the Property.

5. Directions were issued on 17 October 2025 and 20 January 2026.

The Law

6. The relevant legislation is contained within Schedule 1 Part 1 Chapter 2 of the Mobile Homes Act 1983 (as amended). Paragraph 20 (1) provides that unless it would be unreasonable having regard to paragraph 18 (1), there is a presumption that the pitch fee will increase or decrease by a percentage which is no more than the percentage change in the CPI since the last review date.

7. Paragraph 18 (1) sets out factors to which "particular regard" must be had when determining the amount of the new pitch fee.

> ' *18 (1) When determining the amount of the new pitch fee particular regard shall be had to-*
>
> *(a) any sums expended by the owner since the last review date on improvements-*
>
> *(i) to (iii)* [not relevant to this case]
>
> (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 since the date on which this paragraph came into force*[1] *(in so far as regard has not previously been had to that deterioration or decrease for the purpose of this sub paragraph)*;

(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 the date on which this paragraph came into force[2] (in so far as regard has not previously been had for the purpose of this sub-paragraph).'

8. The decisions in **Wyldecrest Sites Management Ltd v Kenyon and others [2017] UKUT 28 (LC)** and **Vyse v Wyldecrest Sites Management Ltd [2017] UKUT 24 (LC)** both refer to it being possible for us to take into account other factors which are "weighty factors".

9. For the CPI presumption to be displaced under the provisions of paragraph 18, the other considerations must be of considerable weight. "If it were a consideration of equal weight to RPI, then applying the presumption, the scales would tip the balance in favour of RPI"[3]. Note that since that case, the relevant index has changed from RPI to CPI.

No Inspection

10. The Tribunal did not carry out an inspection. However, the Valuer member of the Tribunal had inspected site as part of a similar application in 2024. Neither party had requested a hearing and we were satisfied we could determine the matter on the papers and the written submissions.

11. The Tribunal understood the Property to be located on a park home site which is fully developed. All infrastructure is in place, and there are no ongoing construction works or undeveloped areas.

The Submissions

<u>Respondent</u>

12. In an email to the Tribunal dated 10 November 2025 the Respondent represented *"The whole process of Countrywide's neglect at the Earthswood site and miss-selling of the Lodges as caused me great stress and this as been going on since 2023 and affected my Mental health. I hope the video will tell its own story and give the Jury cause for concern about why we are reluctant to pay all of the ground rent on a very unfinished neglected site. Countrywide are of course lucky we have paid some."*

13. However, by Order dated 20 January 2026 the aforementioned video was ruled as inadmissible.

14. The Tribunal had regard to 4 photographs provided by the Respondent.

<u>Applicant</u>

15. The Applicant's submission includes a case summary, a copy of the Respondent's Written Statement signed by the parties on 27 April 2022; a copy of the Pitch Fee Review Form dated 21 February 2025 with accompanying notes; copy correspondence between the Respondent and the Applicant regarding the proposed pitch fee increase.

16. The Picth Fee Notice was served on the Respondent on 24 February 2025.

17. In the application, the Respondent certified that there had been no deterioration and/or decrease in the amenity of the site, or any adjoining land which is occupied or controlled by the owner, since 26 May 2013.

Decision

18. We considered all the information admitted into evidence submitted.

19. During the period applicable to this review, the CPI had risen by 3% and we agree that the correct percentage has been applied in the Pitch Fee Review Notice of 21 February 2025.

20. For the purposes of the 1983 Act, the issue is not the actual condition of the site, nor indeed the actual amenity of the site. Whilst the site may not have been maintained to a standard that the Respondent may expect, (reasonably or otherwise), what we have to consider is whether there has been any **deterioration** in the condition or **decrease** in the amenity of the site **since the date of the last pitch fee review** i.e April 2024, and, if we do so find, whether it would thereby be unreasonable for the pitch fee to be increased on the basis of the increase in the CPI index.

21. "Amenity" in this context means the quality of being agreeable or pleasant and so we must look at any decrease in the pleasantness of the site or those features of the site which are agreeable from the occupier's perspective.

22. We do not find that there has been any measurable deterioration in the condition or decrease in the amenity of the site in the relevant period. The test we have to apply is set out in paragraph 7 above.

23. We have not been provided with evidence by the Respondent that, between the date of the last review and the Pitch Fee Review Notice there has been any measurable deterioration in the condition or decrease in the amenity of the site. Her photographs show some moss growth on roadways, but the Tribunal found that this does not appear to be substantial, or affecting the functionality of the roadways. She raises a complaint about "mis-selling", but provided no further evidence and we found any such compliant had no bearing upon our decision.

24. In the absence of specific admissible evidence from the Respondent regarding lack of site maintenance, for example dated photos and dates of incident, and evidence of written complaints to the Applicant, we prefer the Applicant's evidence. We therefore do not accept that, during the relevant period, there has been a lack of site management which has resulted in a deterioration in the condition or decrease in the amenity of the site.

25. Since the last review, there have been no improvements to the site the costs of which are being sought as part of the pitch review. The Respondent has not provided any evidence of a reduction in the services or the quality of services supplied by the owner since the last review.

26. We therefore accept the presumption that the pitch fee should be increased in line with the increase in CPI index over the relevant period as we are not satisfied that the Respondent has provided sufficient evidence to displace that presumption.

27. Whilst the Pitch Fee Review Notice refers to a review date of 1 April, the Written Statement refers to a review date of 4 April and we determine that 4 April 2025 is the correct date.

Conclusion

28. We determine that the pitch fee for the Property should increase from 4 April 2025 to £303.69 per month.

29. If the Respondent has continued to pay the original pitch fee since 4 April 2024, she must pay the difference to the Applicant.

30. The difference between the current pitch fee and the reviewed pitch fee becomes payable 28 days after this decision is issued (paragraph 17 (4)(c) Part 2 of Schedule 1 of the 1983 Act).

Costs

31. Neither party applied for costs and we make no such order.

Appeal

32. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties and must state the grounds on which they intend to rely in the appeal.

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Judge L Brown.