FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**Property**
HAV/29UB/PHI/2025/0635	2 Yew Tree Park (2023)
HAV/29UB/PHI/2025/0636	2 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0637	7 Yew Tree Park (2023)
HAV/29UB/PHI/2025/0638	7 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0639	13 Yew Tree Park (2014)
HAV/29UB/PHI/2025/0640	13 Yew Tree Park (2016)
HAV/29UB/PHI/2025/0641	13 Yew Tree Park (2017)
HAV/29UB/PHI/2025/0642	13 Yew Tree Park (2018)
HAV/29UB/PHI/2025/0643	13 Yew Tree Park (2019)
HAV/29UB/PHI/2025/0644	13 Yew Tree Park (2020)
HAV/29UB/PHI/2025/0645	13 Yew Tree Park (2021)
HAV/29UB/PHI/2025/0646	13 Yew Tree Park (2022)
HAV/29UB/PHI/2025/0647	13 Yew Tree Park (2023)
HAV/29UB/PHI/2025/0648	13 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0649	21 Yew Tree Park (2023)
HAV/29UB/PHI/2025/0650	21 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0651	23 Yew Tree Park (2024
HAV/29UB/PHI/2025/0652	24 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0653	26 Yew Tree Park (2023)
HAV/29UB/PHI/2025/0654	26 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0655	27 Yew Tree Park (2023)
HAV/29UB/PHI/2025/0656	27 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0657	34 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0658	39 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0659	40 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0640	42 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0641	43 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0642	44 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0643	45 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0644	46 Yew Tree Park (2024)
HAV/29UB/PHI/2025/0645	47 Yew Tree Park (2024)

Property		Various at Yew Tree Park, Maidstone Road, Charing, Kent TN27 0DD
Applicant	:	M & O White
Representative	:	Mr David Sunderland

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Respondent	:	The Occupiers of the pitches listed above
Representative	:	n/a
Type of Application	:	Review of Pitch Fees: Mobile Homes Act 1983 (as amended)
Tribunal Member(s)	:	Judge D Gethin Mr D Ashby FRICS Mr C Davies FRICS
Date type and venue of Hearing	:	26-27 August 2025, Ashford Tribunal Hearing Centre and 23 January 2026
Date of Decision	:	23 April 2026

DECISION

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Background

1. The Applicant is the site owner. Each of the Respondents is the occupier of a pitch at the site subject to a pitch fee agreement. Applications have been made for the determination of the pitch fees payable by the Respondents.

2. The Applicant says they have served a Pitch Fee Notice or Notices on each of the Respondents on 30 September 2024.

3. Further to the decision in CHI/29UB/PHI/2023/0616-0624 dated 22 July 2024, in which all but one Pitch Fee Notice served on the respondents in that appeal were deemed to be invalid as the review date given was for a date prior to the review date contended for by the Applicant in his own evidence, Respondents at nos. 2, 7, 13, 21, 26 and 27 were served with two Pitch Fee Notices at the same time to preserve an increase for the year ending 2023 ("y/e 2023") as well a consolidated increase for the year ending 2024 ("y/e 2024").

4. Some Respondents were only served with a Pitch Fee Notice for the y/e 2024 because they had previously agreed to pay the increase for the y/e 2023 (nos. 23, 24, 26, 27, 34, 39, 40, 42, 43, 44, 45, 46 and 47) whether by express agreement or by paying the increased amount without dispute, whilst for no. 43, the First-tier Tribunal had previously determined the increased pitch fee for y/e 2023 having regard to those matters at the site which will be addressed below.

5. In the case of no. 13, purported Pitch Fee Notices were served for each of the years ending 2014 until y/e 2024 (including different Pitch Fee Notices to those described at paragraph 4 above for y/e 2023 and 2024) save for y/e 2015 [469-547]. Following the decision in CHI/29UB/PHI/2023/0616-0624 dated 22 July 2024, the previous Pitch Fee Notice dated 31 March 2023 had been determined to be invalid. As a consequence of those proceedings, at which Mr Michael White attended on behalf of the Applicant along with Mr Sunderland as his representative, it came to the Applicant's attention that the pitch fee had not increased since 2013.

6. The phrase "y/e 20XX" is imprecise, but we use that as there are different review dates across the written agreements of the Respondents, the majority of which we did not have sight of and could not be sure what the review date actually was. As will be seen below, that uncertainty did not prevent us from determining the applications as all were considered to be late notices.

7. All of the present Pitch Fee Notices have calculated the proposed increase using the relevant Consumer Price Index ("CPI") which in each case was proposed to take effect from 1 November 2024.

8. Directions were first issued on 19 May 2025.

9. The Applicant had not provided with the applications copies of any of the Written Statements or Pitch Fee Review Forms/Notices. Copies of the Pitch Fee Notices were included in the hearing bundle. No witness statement was provided in support of the Applicant's case, whilst Mr Sunderland produced a Statement of Case dated 22 May 2025 [549-551] and Reply dated 1 July 2025 [552-553].

10. Of the Respondents, 11 had provided response forms and statements in support [554-673] and, it transpired, a further response form had been omitted from the bundle.

11. The matter was listed for a hearing at Ashford Tribunal Hearing Centre on 26 August 2025 after an inspection of the site with a second day on 27 August 2025.

12. The directions were complied with in part, and the Tribunal had a bundle of 764 pdf pages. References in [ ] are to pdf pages within that bundle. Copies of the Written Agreements for nos. 13 and 43 were provided ahead of Day 2 of the hearing at the request of the Tribunal, and other late evidence is addressed below.

The Legal and Factual Background

13. The Mobile Homes Act 1983 ("the 1983 Act") governs the terms on which someone may station a mobile home on land and occupy it as their only or main residence. It does so by implying standard terms into every agreement between the owner of a site and the occupier of a pitch entitling the occupier to station their home on the pitch (section 2). These terms were amended by the Mobile Homes Act 2013 ("the 2013 Act") and regulate every important aspect of the relationship between owner and occupier including the duration and termination of pitch agreements, the maintenance and repair of the mobile homes and sites, the payment and review of pitch fees, the sale of homes and so on.

14. Section 1(1) of the 1983 Act provides as follows:

(1) This Act applies to any agreement under which a person ("the occupier") is entitled –

(a) To station a mobile home on land forming part of a protected site; and
(b) To occupy the mobile home as his only or main residence.

15. A "protected site" is defined by section 1(2) of the Caravan Sites Act 1968, and it is accepted that Yew Tree Park is a protected site. A protected site must be licensed, and the Applicant holds the site licence, as varied, for Yew Tree Park dated 17 April 2024 [274].

16. It is accepted that the Respondents all have agreements that entitle them to live in a mobile home on the site, although only short excerpts of the agreements for no. 43 [434-436 and 633] and no. 44 [668] had been provided in the bundle. Hard copies of the agreements for no. 13 and 43 were provided on Day 2 of the hearing; it is not in dispute that all the agreements made provision for the payment of a pitch fee.

17. When a site owner and an occupier first agree a fee for the right to station a home on a pitch, there is no restriction on the amount they are able to agree. The only relevant implied terms are concerned with the annual review of the pitch fee and not with its original determination; market forces govern that bargain, but any subsequent increase is limited by the statutory implied terms.

18. The Tribunal derives its jurisdiction to determine disputes in these matters by virtue of Section 4(1) of the 1983 Act which states as follows:

(1) In relation to a protected site a tribunal has jurisdiction –

(a) To determine any question arising under this Act or any agreement to which it applies; and
(b) To entertain any proceedings brought under this Act or any such agreement,

subject to subsection (2) to (6)

19. Under the 1983 Act, terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the 1983 Act (both in their original form and as amended by the 2013 Act) provide for pitch fees to be reviewed annually, either by agreement or by the First-tier Tribunal (referred to in the 1983 Act as the "*appropriate judicial body*") on the application of the owner or the occupier.

20. The relevant terms for the purposes of a pitch fee review are set out at paragraphs 16-20 of Ch.2 of Pt.1 of Sch.1 to the 1983 Act. In summary, a review of a pitch fee is governed by three statutory principles:

i. the pitch fee can only be changed either with the agreement of the occupier or by determination by a tribunal;

ii. the pitch fee shall be reviewed annually as at the review date;

iii. a presumption that the fee will increase or decrease in line with the variation in the CPI.

21. Paragraph 16 states that a pitch fee can only be changed in accordance with paragraph 17, either –

(a) with the agreement of the occupier, or
(b) if the [First-tier Tribunal], 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.

22. So, if an increase in the pitch fee is proposed by the site owner and the occupier does not agree to it, the pitch fee will not be changed unless the First-tier Tribunal so decides. Moreover, the site owner can only change the pitch fee by following the procedure set out in paragraph 17. The paragraph refers to the review date, on which we make findings below, and makes provision for review either as at the review date or later if the site owner is too late to change the fee at the review date. The paragraph so far as relevant reads as follows:

17. (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) 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.

23. Paragraph 17(4)(a) states that where the occupier does not agree to the proposed new pitch fee "*the owner or the occupier may apply to the*

[First-tier Tribunal] for an order under paragraph 16(b) determining the amount of the new pitch fee."

24. Paragraph 17(5) provides that *"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 but no later than three months after the review date.*"

25. Sub-paragraphs (7) to (10) broadly mirror the above provisions where paragraph 7(6) applies, namely if the owner:

    "(a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but
    (b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee."

26. In the case of such 'late notices', where the occupier does not agree to the proposed new pitch fee the "*application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with the date on which the owner serves the notice under sub-paragraph (6)(b) but no later than four months after the date on which the owner serves that notice*" and if the First-tier Tribunal makes an order determining the amount of the new pitch fee, it shall be payable from 28th day after the date on which the owner serves the notice under sub-paragraph 6(b).

27. Paragraph 18 requires the Tribunal, in determining the new pitch fee, to have regard to particular factors:

    i. any sums expended by the site owner since the last review date on improvements;

    ii. any deterioration in the condition and any decrease in the amenity of the site since 1st October 2014 (being the date when Sch.1 to the 1983 Act came into force) or if later the date when regard was last had to that factor;

    iii. any reduction in the services provided by the site owner and any deterioration in the quality of those services since 1st October 2014 (being the date when Sch.1 to the 1983Act came into force) or if later the date when regard was last had to that factor;

    iv. any legislative changes affecting costs.

28. Paragraph 20(A1) provides a presumption that any change in pitch fee, will be in line with CPI, unless this would be unreasonable having regard to paragraph 18(1).

29. In the absence of agreement on the new pitch fee, the Tribunal will only allow it to be altered if it considers that alteration to be reasonable. Further, if it considers that the fee should be changed, it should have regard to the factors set out in paragraph 18(1) and the presumption in paragraph 20 as to the extent of the increase (or decrease). There is no entitlement to such an increase, but a change in CPI in the previous 12 months provides a strong indication that it would be reasonable to change the pitch fee by that amount.

Inspection

30. Immediately prior to Day 1 of the hearing the Tribunal inspected the site. The Tribunal parked in the site car park, at the bottom of Phase I of the site which is the western most part of the site built on a gently sloping hillside. As you enter the site, to the right-hand side there is an area of the park which is being redeveloped known as Phase II together with the nature amenity park known as the "*nature reserve*" which lies to the East of Phase II. It was dry and sunny.

31. Mr Sunderland attended on behalf of the Applicant. Mr Parry (no. 27) was in attendance as well as Mr and Mrs Shaw (no. 43) who also attended. Other residents attended for part of the Inspection.

32. The Tribunal had the benefit of Mr Davies being on the panel. Mr Davies had sat on the Tribunal panel in 2024 and had inspected the site previously. We were informed by the residents as we walked around the site that the observed repairs had been carried out the day before the present inspection.

33. The site is off a main road, the A20. It was evident that some tiles had recently been reapplied to the entrance pillars and that patch repairs of tarmac at the entrance way had been recently undertaken as well as at various other points of the site. The repairs did not appear to have been done to a particularly high standard. These missing tiles and holes in the tarmac were matters that had been noted at the inspection on 16 May 2024 during the previous proceedings.

34. We walked around the whole of the site observing the homes which were the subject of the application. The Tribunal walked around the site using the roadway, first proceeding clockwise around Phase I, before walking up then down through Phase II. We then walked around the nature amenity park known as the "*nature reserve*".

35. Lighting to the top of the road of Phase I was reported to be not working, and we observed there were areas of the site roads that were in poor condition notably outside no. 1A. Generally, the tarmac around the site in places needed repair. The central road of Phase I comprised large concrete slabs rather than tarmac and this was noticeably uneven between nos. 10 and 15 and there was no kerbing towards the top of the development. There was evidence of the boundary brick wall being extensively cracked in a number of places.

36. We visited the home of Mrs Neil (no. 7) as she reported in her written submissions that the pitch base is cracked. Nobody was present, and although we noticed the cracking to the brickwork skirt as reported, it was not possible to access the void below the mobile home to inspect the hardstanding to see if the pitch base was cracked.

37. We walked up through Phase II of the site and saw the access that Mr Fisher (no. 13) has used through this part of the park, and which was previously an undeveloped field and subject of a previous tribunal application in CHI/29UB/PHC/2013/0012 regarding his entitlement to use an unmade track at that time. The roadway that is now installed, which was hardcore during the inspection on 16 May 2024 and has now been tarmacked, abuts the rear of no. 13 but there was no evidence of kerbing to prevent the edge of the roadway from collapsing towards no. 13. It was laid at a level that was above the level of the garden of no. 13 such that Mr Fisher would not be able to simply drive onto his pitch if he chose to install a hard standing.

38. As recorded in the decision in CHI/29UB/PHI/2023/0616-0624, access to the nature reserve has been reinstated by 16 May 2024 and there has been no further interruption since then. Walking around the nature reserve, the furthest corner contained a shed and a number of discarded radiators, butts, UPVC remnants, soft furnishings, stonework and hardcore. There was evidence of a bonfire in this area where regular burning of waste took place.

Hearing

39. The hearing took place at Ashford Tribunal Hearing Centre. Mr Sunderland appeared for the Applicant. Mr Sunderland informed the Tribunal that Mr Michael White was currently out of the UK and would not be attending. Mr White had not provided any evidence in support, although he had signed the Statement of Truth on each of the Applications by typing his name.

40. Several of the Respondents attended, some for only the first day.

41. Regrettably some of the Respondents had been omitted from the email sent by the Tribunal providing notice of the hearing. We apologise unreservedly for the oversight. At the inspection, Mrs Donohoe and another resident approached us and informed us of the oversight and that they would not be able to attend given they had only just become aware of the hearing taking place. Given their concerns are broadly the same as those expressed by the other Respondents, we were satisfied that it was proportionate and in the interests of justice to proceed with the hearing despite those Respondents not being able to attend.

42. Below we set out a precis only of what took place at the hearing. The hearing itself was recorded.

Preliminary issues

Were the Applications made out of time?

43. At the outset, the Tribunal raised the question as to whether any of the applications to the Tribunal were made out of time. The Respondents did not make any submissions.

44. In the case of a late notice, an application may be made to the Tribunal not earlier than 56 days but not later than 4 months after the date on which the owner serves that notice (para. 17(9) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act).

45. The Applicant served the Respondents with Pitch Fee Notices each purportedly signed "*M White*" in typed text and dated 17 September 2024 purporting to increase the respective pitch fees with effect from 1 November 2024. Each notice was accompanied by the prescribed form, the ("Pitch Fee Review Form") similarly signed and dated 17 September 2024 although the forms for y/e 2024 for nos. 23, 24, 34, 39, 40, 42, 44, 45, 46 and 47 were dated 18 September 2024.

46. We understand that following the previous proceedings, Mr Sunderland assisted Mr White in the preparation of the Pitch Fee Notices and Pitch Fee Review Forms and stated that he had provided copies on 17 September 2024 for Mr White to type his name and then serve. Mr Sunderland regularly contacted Mr White to remind him of the need to serve the notices on or before 30 September 2024 to ensure that the notice was served 28 days before the pitch fee increase was to take effect. It was Mr Sunderland's understanding that notices were served by 1st class post, but we were not taken to any evidence during the hearing in support of that.

47. The Statements of Truth in each of the applications were dated either 21 January 2024 [sic] or 21 January 2025, save that the application concerning no. 43 was dated 31 July 2023 [152]. The purported signatures on each Statement of Truth comprises the name "*Michael White*" in typed text. The use of incorrect dates, particularly that for no. 43, calls into question whether Mr White actually signed each application or checked the applications for the veracity of the document he was signing which was otherwise prepared for him by Mr Sunderland. Nevertheless, we are content to accept the applications.

48. The applications state that each agreement was entered into Pre-2010. That is patently not correct even on the limited evidence of the excerpt of the Written Agreement of no. 43 in the bundle [434-436] and [633] which was signed on 7 September 2021.

49. The review date recorded in all of the applications was recorded as 2nd May with the exception of the application for no. 43 for the y/e 2024 [147-154] where it was recorded as 1st May with the date of last review being 15th February 2023. It appeared that there was a great deal of copying and pasting in the preparation of the applications, and that a number of mistakes were made and carried over in doing so.

50. The applications state that the Pitch Fee Notices were all served on 30 September 2024, save for those applications relating to no. 13 where it was recorded that they were served on 30 November 2024. Again, we consider that to be an administrative error. None of the applications record how service was effected, and Mr White provided no further written evidence and did not attend to give oral evidence to assist us. Mr Sunderland explained that he had prepared the Pitch Fee Notices and dated them 17 September 2024 whilst they were to take effect from 1 November 2024 to allow Mr White time to effect service. For the purposes of this decision, we accept that on the balance of probabilities all notices were served on the Respondents on 30 September 2024.

51. According to the Tribunal issued Directions [267-273], all of the applications were received by the Tribunal on 22 January 2025. Given all of the applications relate to late notices, we are satisfied that all applications were made more than 56 days after, and within 4 months of, the date on which they were served.

52. If we are wrong on that, and the Pitch Fee Notices were in fact served on a date between 17 and 21 September 2025 such that the applications were not made within 4 months of the date on which they were served, the First-tier Tribunal may permit an application to be made outside the time-limit, see paragraph 17(9A) of the 1983 Act. Even if the Pitch Fee Notices were actually served on 17 September 2025, the

applications would have been received only 5 days out of time and given the fact that the Respondents did not make submissions concerning whether the applications were made late, we would have exercised our discretion and granted permission to make the applications out of time.

53. At the same time as sending the applications to the Tribunal, the Applicant should have sent a copy of the relevant application together with a copy of the Pitch Fee Notices and the Written Agreement to the respective Respondent. This was not done but this failure does not invalidate the process. The first the Respondents will have known about the proceedings was when they received the Tribunal's directions.

Late evidence

54. An issue arose in that it appeared Mr Ashdown (no. 40) and Mr Nichols (no. 46) had only sent their objections by email to the Tribunal. These had not been copied to the Applicant. The Tribunal provided copies to Mr Sunderland and adjourned to allow Mr Sunderland to consider the same. In addition, there were documents missing from the evidence of Mr Parry (no. 27) in the bundle. Mr Parry had sent these to Mr Sunderland by email on 24 June 2025 but then did not copy Mr Sunderland into his subsequent email sent to the First-tier Tribunal on 26 June 2025.

55. Mr Sunderland objected to the replies being allowed in evidence. He submitted that these had not been sent to him in accordance with the directions, and that he was being ambushed which created a prejudicial situation.

56. The Tribunal considered the same but exercised its case management powers to admit the objections from each Respondent as well as the accompanying photographs since they were broadly duplicative of photographs exhibited by others in the bundle but on occasion provided greater clarity. The Tribunal was satisfied the Applicant was not prejudiced by the late admission. The objections were not lengthy documents and were similar to those raised by the other parties. Each of Mr Parry, Mr Ashdown and Mr Nichols were present enabling Mr Sunderland to question them upon their case. The Tribunal was satisfied it was in the interests of justice and proportionate to proceed with the hearing having regard for the fact that Mr Sunderland would be able to consider the three objections.

57. Mr Sunderland acted as representative for the Applicant throughout the hearing. Mr Sunderland described himself as a solicitor's agent but acting as a consultant on behalf of the Applicant in these proceedings.

Mr Sunderland has appeared before both the First-tier Tribunal and the Upper Tribunal in other proceedings relating pitch fee reviews, either in his capacity as a director of a site owner or representing other site owners. We are grateful for his submissions.

58. Mr Fisher (no. 13), Mrs Howland (no. 23), Mr Parry (no. 27), Mr Ashdown (no. 40), Mr Gandolfi (no. 42), Mr Shaw (no. 43) and Mr Nichols (no. 46) all appeared on behalf of themselves.

59. Mrs Gandolfi (no. 42) was in attendance on Day 1 of the hearing.

60. Mr Fisher (no. 13), Mrs Howland (no. 23), Mr Ashdown (no. 40) and Mr Shaw (no. 43) attended on Day 2.

61. The following is not a record of the parties' submissions, or oral evidence heard, in the order that they were made.

62. Mr Sunderland submitted that the pitch fee review date of 2nd May had been used for many years and, in any event, the Tribunal in CHI/29UB/PHI/2023/0616-0624 had found that 2nd May was the review date and as such the Respondents were estopped from arguing otherwise, known as issue estoppel, save for Mr Shaw (no. 43). In that case, the Tribunal had had sight of the full written agreement which refers to 15 February as the review date and that the Pitch Fee Notice dated 1 May 2023 was to be considered a late review notwithstanding the notice gives a different previous review date (see para. 55 of the Decision in CHI/29UB/PHI/2023/0616-0624 [691]).

63. Mr Sunderland said that Mr White had taken the Tribunal's criticism from the previous proceedings on board and decided that no notice would be sent before 2nd May to avoid any issues in the future save for no. 43 where the date given was 1 May 2024. Although not part of this appeal, Mr Sunderland said that the 2025 notices had been withdrawn in light of the current proceedings and would be sent at a later point.

64. Mr Sunderland submitted that the Upper Tribunal decision in *Wyldecrest Parks (Management) Ltd v Truzzi-Franconi* [2023] UKUT 42 (LC) supported his submission that even if he had used an incorrect date this did not invalidate the notices. In his submission, it was reasonable to allow the reviews.

65. In CHI/29UB/PHI/2023/0616-0624, the Tribunal had previously determined that the Pitch Fee Notices served on 31 March 2023 for the Respondents at nos. 2, 7, 13, 21, 26 and 27 were invalid, but went on to determine what the pitch fee increase should have been if the notices

were valid. It was able to do so, unencumbered, for no. 43 as it had found the Pitch Fee Notice in that case was a valid late notice.

66. One issue raised in the written submissions of those Respondents who were respondents in the 2024 proceedings, was why the proposed pitch fee in the amended Pitch Fee Notices, once the relevant deduction had been applied, did not match the pitch fees the Tribunal had determined should be payable had the Pitch Fee Notices been valid.

67. Mr Sunderland, correctly, explained that the previous Pitch Fee Notices had been calculated using the retail price index ("RPI") whereas the amended Pitch Fee Notices served as late notices for the y/e 2023 used the consumer prices index ("CPI").

68. The Mobile Homes (Pitch Fees) Act 2023 ("the 2023 Act") made an important change to Pitch Fee reviews such that the levels of presumed pitch fee changes in England are now linked to CPI whereas they were previously linked to RPI which is usually higher than CPI.

69. The 2023 Act came into force on 2 July 2023 and relates to any Pitch Fee Notice served on or after 2 July 2023. Section 2(2) provides that any fee amount, either pre or post commencement, calculated to compensate a site owner for loss arising from the change from RPI to CPI must be regarded as unreasonable.

70. The amended Pitch Fee Notices and Pitch Fee Review Forms were served after that change came into effect, albeit they did not explain the reason for the change to the Respondents. The Applicant had acted entirely properly and was not required by statute to provide an explanation, but it is regrettable that there was not a covering letter included explaining the change and reason for any difference. Had the Applicant done so, some of the objections may have fallen away.

71. Mr Sunderland submitted that Mr White presents with dyslexia. There was no evidence to support that but, in any event, Mr Sunderland conceded that others carry out the administrative tasks such as preparing notices.

72. With regards to the Pitch Fee Notice for y/e 2024 for Mr Parry of no. 27, Mr Sunderland accepted that he had made an error in that whilst the Pitch Fee Notice [386] identified the correct Respondent, the 'adjusted' 2023 pitch fee and the proposed 2024 pitch fee increase, were based on the pitch fee figures for Ms Keast of no. 26. The Pitch Fee Review Form [387-393] was a copy of that provided to Ms Keast. Mr Sunderland submitted that although the error is a significant one, applying the overriding objective the Tribunal should find the Pitch Fee

Notice and Pitch Fee Review Form to be voidable rather than void or invalid.

73. Mr Sunderland submitted it would not be appropriate for the Tribunal to consider matters which are not relevant, such as the nature of the communications between Mr White and the Respondents. Mr Sunderland took the Tribunal to paragraph 47 of *Vyse v Wyldecrest Parks (Management) Ltd* [2017] UKUT 24 (LC) where HHJ Robinson notes that "*the issue of reasonableness is not at large. It is not open to the FTT simply to decide what it considers a reasonable pitch fee to be in all the circumstances. Reasonableness has to be determined in the context of the other statutory provisions.*"

74. Mr Sunderland submitted that there is no time limit on a late review pursuant to *Shaw's Trailer Park (Harrogate) v Sherwood & Ors* [2015] UKUT 0194 (LC), with which we agree, and that it follows that there was nothing to stop multiple late reviews being served at the same time. This mainly concerned the Respondents at nos. 2, 7, 13, 21, 26 and 27 where notices for the y/e 2023 and y/e 2024 were served together, but for Mr Fisher this extended to serving late Pitch Fee Notices going back to y/e 2013.

75. Mr Sunderland submitted that had the Tribunal found the y/e 2023 Pitch Fee Notice for Mr Fisher in CHI/29UB/PHI/2023/0616-0624 to have been valid, the Applicant would have been bound by that decision and not been able to re-serve the y/e 2023 notice or any other historic late notice. Although the effect would be a large increase, Mr Sunderland submitted that there was no prejudice to Mr Fisher who was being asked to pay what he should have paid had the statutory mechanism been followed each year and that Mr Fisher would have the benefit that the increase would not be able to be backdated.

76. Matters were further confused by the fact that Mr Sunderland had sent application forms dated 21 January 2024 [sic] and Pitch Fee Review Notices ("Notices") accompanied by the statutorily prescribed Pitch Fee Review Form ("Form") for each of the years 2014 to 2024 (save for 2015, "the Application Notices and Forms") relating to no. 13 [533-548].

77. In addition to the Application Notices and Forms, there was also Notices and Forms for no. 13 included in the hearing bundle for each of 2023 and 2024 which were positioned consecutively within the other 2023 and 2024 Notices and Forms for the other applicants ("the Alternate Notices" [298-305 and 346-353]. Mr Sunderland submitted that whilst both versions of the notices and forms had been prepared, it

was the Application Notices and Forms and not the Alternate Notices and Forms that were served.

78. During Mr Fisher's oral evidence when asked which version of the Pitch Fee Notices and Pitch Fee Review Forms he had received, Mr Fisher recalled receiving two envelopes through his letterbox addressed by name but not address, but he had not paid attention to their contents. Mr Fisher went on to say that he had received Pitch Fee Notices every year, although he did not recall the dates when, and simply ignored them and continued to pay the same pitch fee of £127.06 per month over many years.

79. Further Directions were issued on 21 October 2025 and later amended on 4 November 2025, inviting the parties to address the question of Pitch Fee Notices sent prior to the notice dated 31 March 2023 relied upon in the proceedings in CHI/29UB/PHI/2023/0616-0624.

80. In accordance with those Further Directions, Mr Fisher produced a witness statement dated 8 December 2025 and enclosed copies of various letters, notices and forms since 23 February 2011. Mr Fisher also accepted that he had received the Application Notices and Forms and made no mention of the Alternate Notices and Forms.

81. Mr Sunderland in response produced a written statement of case addressing Mr Fisher's witness statement to the extent that it states the Tribunal had found the review date was 2nd May and the Applicant relied on this, or that even if the wrong date has been used it does not invalidate a Pitch Fee Notice following *Wyldecrest Parks (Management) Ltd v Truzzi-Franconi*. Mr Sunderland does not address the notices put into evidence by Mr Fisher nor their validity.

82. Mr Sunderland submitted that the statutory presumption of CPI is the starting point unless this would be reasonable having regard to paragraph 18(1) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act, and that presumption should only be displaced by weighty matters and that nothing new since the last proceedings had been raised.

83. Mr Sunderland submitted that the Applicant had accepted the view of the Tribunal in CHI/29UB/PHI/2023/0616-0624 and limited the increases for the Respondents at nos. 2, 7, 13, 21, 26 and 27 for y/e 2023 accordingly, as well as for Mr Fisher once the Pitch Fee Notices for y/e 2014 to y/e 2022 had taken effect. Mr Sunderland submitted that the purpose of the statutory mechanism was not there so as to allow neighbours to claim a deduction at a later date, in light of a previous Tribunal decision.

84. Mr Sunderland submitted that those Respondents who were not party to the 2024 proceedings should not have the opportunity to now seek a reduction in their pitch fee increase.

85. Mr Sunderland submitted that since the access to the nature reserve was available at all times in y/e 2024 having been reinstated by the time of the hearing in CHI/29UB/PHI/2023/0616-0624, the Tribunal's indicated reduction in the pitch fee increase relating to access should be reversed in the Pitch Fee Notices for y/e 2024, and should not be available to any Respondent who had not opposed a pitch fee increase prior to y/e 2024.

86. Mr Sunderland submitted that the Deputy Chamber President of the Upper Tribunal, Martin Rodger KC, had confirmed "*In principle, a temporary reduction in amenity or deterioration in condition ought to be capable of being remedied and, when it is, any previous curtailment of the pitch fee should no longer have effect if that is reasonable.*" see *Wyldecrest Parks (Management) Limited v Finch & Ors* [2024] UKUT 197 (LC), § 33.

87. Mr Sunderland submitted that regard has been had to "*any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land*" under paragraph 18(1)(aa) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act in CHI/29UB/PHI/2023/0616-0624, and that these matters which the previous Tribunal had considered could not then be re-considered in respect of those Respondents who were not participants in the previous proceedings.

88. Some of the residents who had not agreed to the pitch fee increase did not go on to complete the Form for Respondents [273] enclosed with the Tribunal's Directions. Mr Sunderland submitted that absent a record of their objection, or the reasons why, no deduction should be made, and the CPI increase should be allowed in full.

89. Following the hearing, the Tribunal became aware of the Upper Tribunal decision in *Arkley Estates Limited v Madigan & Ors* [2024] UKUT 375 (LC) which was only reported in late 2024 and after the decision in the proceedings in 2024 (CHI/29UB/PHI/2023/0616-0624). The Further Directions also invited the parties to make representations regarding whether non-responding Respondents should be entitled to benefit from the Tribunal's determination.

90. No submissions on the effect of *Arkley Estates Limited* were received from the Applicant or any of the Respondents who had not already provided objections.

91. Given Mr White's absence, the Respondents present were not afforded the opportunity to cross examine him.

92. Having adjourned for lunch on Day 1, each of the Respondents presented their case and Mr Sunderland was given the opportunity to cross examine each.

93. Mrs Howland (no. 23) relied upon her statement and exhibits including photographs dated 17 June 2025 [571-592]. She was cross examined by Mr Sunderland. Mrs Howland accepted some works had been carried out to the site, but that they had taken place the day before and she had waited 3 years to see that. Mrs Howland said that residents had until 2022 use of the Phase II land for picnics and to walk dogs. She had provided a letter from the Ashford Borough Council dated 13 July 2017 regarding the application for planning permission to develop this land [583]. It was her view that this was a lost amenity even though the nature reserve remains available.

94. On questioning by the Tribunal, Mrs Howland said that she had not seen many changes at the site other than the development of Phase II. She reported that Ashford Borough Council was in discussion with the Applicant regarding road markings and signage on the site. Mrs Howland said that she has messaged Mr White in the past but now messages the site warden on a regular basis instead as Mr White did not respond. Although not provided in the evidence bundle, Mrs Howland had confirmed in her written evidence that she held a copy of her written agreement and wrote that she has been advised by the site warden that they hold copies of other written agreements [572].

95. Mr Sunderland initially had no questions for Mr Gandolfi (no. 42). On questioning by the Tribunal, Mr Gandolfi confirmed that Pitch Fee Review Forms have given 1st May as the review date for the past 3 years.

96. When asked why Mr Gandolfi had not disagreed with previous increases, he replied that there is a lack of security lighting at the turning point at the top of Phase I since February 2024 and no effort to repair them. He has installed his own solar light to illuminate the turning point. Mr Gandolfi had provided a no. of undated photographs that were consistent with Mr Davies' observations during the inspection in 2024. With regards to the road surface outside nos. 39-46, Mr Gandolfi noted makeshift repairs had been attempted outside nos. 45 and 46 but failed. Mr Gandolfi reported that an electrician had attended the site in March 2025, outside the periods in question, and said that repair of the roadside lighting would require digging up quite a bit of area. Mr Gandolfi accepted that some of the areas had been tidied up in the last day or two.

97. The written evidence of Mr Nichols (no. 46) had been sent by email on 21 June 2025 to the First-tier Tribunal but not copied to Mr Sunderland. We had admitted his objection and accompanying photographs. Mr Nichols' told us that in his view "*they had done a good job, and it looks nice at the moment*" in respect of the tarmac that had been put down near his home ahead of the hearing. Mr Nichols still relied on the lack of lighting which he said he had been told was due to a fault in cabling below ground, the signage on the site was generally poor and pitch nos. had "*disintegrated*" and that where the road dips near no. 1A, water frequently congregates.

98. Mr Parry (no. 27) said that the trenches across the entrance and exit to the site had only been partially filled. Traffic flow had forced the water pipe to come apart which had resulted in a leak within 4 foot of the entrance and an issue regarding an "*astronomical*" unpaid water bill. Mr Parry queried why pitch fee payments are made to Doug Burgess at no. 25B and not to Mr White or the site warden.

99. Mr Sunderland cross examined Mr Parry who confirmed that he had received the decision in CHI/29UB/PHI/2023/0616-0624 in which the First-tier Tribunal had proposed a 25% reduction in Mr Parry's pitch fee if it had not found the Pitch Fee Notice to be invalid. Mr Parry also confirmed that he had not appealed that decision. When asked whether he felt that reduction would be fair and reasonable, Mr Parry said that the Applicant had made no attempt to carry out the repairs to address the deterioration. He had "*lived there 22 years and seen more repairs in the last week than ever before.*" Mr Parry also noted that the Pitch Fee Review Form for y/e 2024 [387] referred to another occupier. Mr Sunderland accepted that the notice was wrong. Mr Parry confirmed that he felt the Pitch Fee Notice for y/e 2023 was fair and reasonable [322-329]. Mr Parry's oral evidence concluded Day 1.

100. Mr Sunderland submitted that there had been a significant amount of repair work undertaken including flattening patched tarmac, but that given any pitch fee reduction would be indefinite, there is no requirement on the Applicant to carry out works. Mr Sunderland said he took on board the Tribunal's views on the condition of the patch repairs, but that whilst those repairs may be worn, they are serviceable repairs.

101. During Day 2, Mr Ashdown (no. 40) relied upon his statement and exhibits admitted as late evidence. Mr Sunderland had no questions. On questioning by the Tribunal, Mr Ashdown noted that the day before the hearing, contractors had swept loose stones from one of the patches

of tarmac. Mr Ashdown confirmed that the street lighting had stopped working over a year ago before the hearing.

102. Mr Sunderland submitted that the adequacy of the street lighting should be determined by Ashford Borough Council, not the Tribunal, and that the test should be, "*is the lighting level adequate*" and not whether there was a deterioration in lighting levels.

103. Mr Shaw (no. 43) relied upon his statement and accompanying exhibits [606-633]. Mr Shaw had helpfully included comparative photographs from 2024 and 2025. Mr Shaw queried why a service of a Pitch Fee Notice for y/e 2025 had been served, although that is not subject of this appeal and Mr Sunderland had previously confirmed that that notice had been withdrawn. Mr Shaw raised the loss of the Phase II land.

104. Mr Shaw had also provided evidence of an exchange of messages with Wayne, the site warden, in which Wayne confirmed that the site wardens hold copies of all written agreements for Yew Tree Park.

105. On questioning by the Tribunal, Mr Shaw said that he was raising the development of Phase II as this was a lost amenity as it was previously used for BBQs, a children's play area and for dog walking. He said that when he had purchased the pitch in 2021, he had been told by the sales' representative that the land could be used for leisure purposes. When asked why he had not raised those concerns during the hearing for CHI/29UB/PHI/2023/0616-0624, he said that the decision only referred to the loss of amenity relating to the nature reserve. Mr Shaw said he had only known that the Phase II land would not be accessible when the plant machinery was visible and the area was fenced off. Mr Shaw also sought an explanation for the wording at Section 4(C) of the Pitch Fee Review Form [427]. This concerns the proposed lifting of the reduction in the pitch fee that was awarded for Mr Shaw for loss of access to the nature reserve. Mr Shaw described the relationship between Mr White and himself as being unconstructive and that Mr White was not accessible. Mr Sunderland countered that Mr Shaw could have contacted himself for an explanation, but Mr Shaw was of the view he did not have Mr Sunderland's contact details.

106. The final Respondent to give oral evidence was Mr Fisher (no. 13), although we have already addressed the question of historic Pitch Fee Notices above. It is not necessary to consider Mr Fisher's evidence further, but again it was apparent that there are long standing grievances between Mr White and Mr Fisher dating back to 2013 and the withdrawal of the vehicular access over Phase II.

Decision

107. The Tribunal considered carefully all matters within the bundle and the submissions and evidence given. We also read carefully the decisions in the cases on which Mr Sunderland referred and which are referred to above.

108. As set out above, we considered at the start of the hearing whether it was appropriate to proceed in the absence of the Respondents. We were satisfied it was in the interests of justice to proceed with the hearing notwithstanding any absence on the part of the Respondents.

109. Before we consider in turn the pitch fees that are payable by each Respondent, we consider it helpful to address certain global matters which have had bearing on our decision.

Issue estoppel

110. Mr Sunderland submits that the Tribunal previously found as a matter of fact in CHI/29UB/PHI/2023/0616-0624 that the last review date was 1st May 2022 and should be 1st May in each year going forward, save for Mr & Mrs Shaw (no. 43) where the review date in the written agreement was 15th February, and that the proposed reductions in those proceedings had the Pitch Fee Notices other than Mr & Mrs Shaw been deemed valid must be followed.

111. Mr Sunderland bases his argument on issue estoppel. Issue estoppel was described in *Virgin Atlantic Airways Ltd v Zodiac Seats UK Ltd* [2013] UKSC 46 by Lord Sumption at paragraph 17 as:

"*... the principle that even where the cause of action is not the same in the later action as it was in the earlier one, some issue which is necessarily common to both was decided on the earlier occasion and is binding on the parties:* Duchess of Kingston's Case *(1776) 20 State Tr 355*."

112. There was no appeal from the Respondents of nos. 2, 7, 13, 21, 26 and 27in the 2024 proceedings from the Tribunal's finding of fact on the last review date or its, in principle, determination of the pitch fee increase.

113. In other words, once a court or tribunal has decided an issue that was an essential element in a party's cause of action or defence, the parties to that decision cannot re-litigate that issue. Issue estoppel has recently been the subject of an authoritative analysis in the Court of Appeal's decision in *Skatteforvaltningen v MCML Ltd* [2025] EWCA Civ 371.

114. However, we have followed the Upper Tribunal decision in *Hemmise v London Borough Of Tower Hamlets* [2016] UKUT 109 (LC) that a tribunal is not bound to follow a decision of the First-tier Tribunal where the decision of the previous tribunal was plainly wrong in finding that 1st May was the review date.

115. We make no criticism of the previous Tribunal in reaching that view. Mr White had failed to provide copies of the written agreements, and the previous Tribunal had relied principally upon Mr White's oral testimony.

116. In these proceedings, Mr White has not provided a witness statement and has purportedly signed the Statement of Truth PH9 Application Form. That form provides that "*You must also send by email a copy of the Notice of proposed pitch fee served on the occupier and a copy of the agreement under which the occupier occupies the home.*" The Applicant did not do so, and there was no evidence that Mr White had taken reasonable or any steps to obtain copies of the relevant written agreements.

117. In the Respondents' written and oral evidence, it was submitted that copies are held by the site warden. We find that on the balance of probabilities, the site warden does hold copies of all written agreements and that the Applicant could, and should, have made such enquiries failing which he could have contacted the Respondents and requested copies from themselves. Of course, the Respondents could also have evidenced copies of their written agreements, and it is regrettable that such documents were not before us in the bundle.

118. The evidence before us is that the review date in the written agreements of Mr & Mrs Shaw (no. 43) and Mrs Donohoe (no. 44) is "*APPROX. 15th OF FEBRUARY*". We find that the review date is, in fact, 15th February as it cannot be an 'approximate' date.

119. Although a copy of the written agreement was not provided, Mrs Hannaford (no. 39) in her objection [644] states that the review date is 15th of February.

120. For Mr Fisher (no. 13) the review date in his written agreement is 1st April. We had no evidence on which to reach a view for the other agreements, and we could not rely upon the findings in CHI/29UB/PHI/2023/0616-0624 given our concerns as well as those expressed by the previous Tribunal regarding Mr White's evidence in those proceedings.

121. It is apparent that the review date for all written agreements on the site is at least one of 15th February, 1st April and possibly 1st or 2nd May and may be an entirely different date.

122. As is evident from the notices provided by Mr Fisher in accordance with the Further Directions, the Applicant's practice has been haphazard and inconsistent over many years, and it cannot be said that the parties' conduct indicates that the Applicant has reached a mutual agreement with all or any of the Respondents to change the review date.

123. The Applicant is strongly encouraged to regularise this position. In the spirit of trying to assist the Applicant going forward, we suggest this could be done in one of 3 ways:

    1. obtain copies of the written agreements, either from within the Applicant's possession or by requesting copies of the same from each occupier and ensure that future notices and the pitch fee increase mechanism reflect the review date in each agreement. This comes at an administrative cost given there are at least 3 different review dates across the site;
    2. vary the written agreements to ensure the review date is the same across the site; or
    3. take a pragmatic approach, as was the case here, and pick a date in the Summer or Autumn so that going forward all notices are to be deemed served as late notices. This approach carries some risk as it assumes that no written agreement has a review date later than 1st May.

124. The Applicant should not expect the Tribunal to take such a lenient approach in any future proceedings if it does not comply with the Tribunal's requirements for evidence.

125. As for being bound by the previous Tribunal when it comes to determining any reduction in the pitch fee increase, we find we are not save for Mr & Mrs Shaw (no. 43) for y/e 2023. The suggested deductions were made when the pitch fee increased by RPI and given the Pitch Fee Notices were amended to reflect the statutory presumption of an increase by CPI, we are entitled to look at this afresh although we may consider the previous Tribunal's views to be highly persuasive.

Late Reviews

126. As it happens, nothing turns in this appeal on what is the correct review date. The Applicant served Pitch Fee Notices dated 17 September 2024. We have found that they all were served on 30 September 2024 which

is at least 28 days before the proposed pitch fee increase is to take effect on 1 November 2024.

127. All of the Pitch Fee Notices are to be regarded as late reviews, and we accept Mr Sunderland's submission that there is no limit on how late a notice can be served following *Shaw's Trailer Park (Harrogate) v Sherwood & Ors* [2015] UKUT 0194 (LC) such that multiple late notices can be served together.

The last review date in the Pitch Fee Review Forms

128. Turning to the decision in *Wyldecrest Parks (Management) Ltd v Truzzi-Franconi*, HHJ Cooke considered whether an incorrect review date stated in the Pitch Fee Review Form invalidates a Pitch Fee Review Notice because the last review date was not the review date as stated in the agreement. She also considered other matters in relation to the validity of a notice. Applying *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] UKHL 19 and *Mooney v Whiteland* [2023] EWCA Civ 67, the Upper Tribunal found that the notice fulfilled its statutory purpose notwithstanding the inaccuracy. We agree with the findings of HHJ Cooke that the statutorily prescribed Form is misleading in that it only asks for date of last review and not the review date as set out in the agreement.

129. Since that decision, the Supreme Court explained in *A1 Properties (Sunderland) Ltd v Tudor Studios RTM Company Ltd* [2024] UKSC 27 that the starting point when assessing the consequence of non-compliance with a procedural statutory requirement is a) identify the statutory provision that has not been complied with; b) ascertain its purpose in the context of a detailed analysis of the statute as a whole and c) consider the specific facts of the case and what prejudice or injustice might arise if the validity if the statutory process was affirmed despite the non-compliance. The consequence of any non-compliance was that the notice was not void but voidable.

130. None of the Respondents sought a declaration that the Pitch Fee Notices were not valid if the last review date was wrong and, in any event, we would not have found it was if they had.

131. Turning to the incorrect pitch fees and giving the name of the wrong occupier in the y/e 2024 Pitch Fee Review Form for Mr Parry, the Pitch Fee Notice gave the correct name and address but also the wrong pitch fee. However, the correct CPI figure was included and when read together with the y/e 2023 Pitch Fee Notice, it is possible to identify the correct proposed pitch fee. We exercised our decision and although the errors rendered the notice and form voidable, we have not decided it

was invalid. It would not be proportionate given the amounts at stake to put the Applicant to re-submitting the one notice when we can determine the pitch fee increase.

Non-responding Respondents

132. Since the decision in CHI/29UB/PHI/2023/0616-0624, the Deputy Chamber President of the Upper Tribunal considered in *Arkley Estates Limited v Madigan & Ors* [2024] UKUT 375 (LC) whether a tribunal is bound to allow the CPI increase where no response has been made to a pitch fee review application and whether evidence received in one case may be taken into account by tribunal in another case heard at the same time.

133. Martin Rodger, KC held that the First-tier Tribunal is not required to award the statutory presumption of a CPI rate of increase to those pitch fees where a resident has not responded to the application since "*from the structure of paragraphs 16 to 20 of the implied terms that Parliament must have envisaged a role for the relevant tribunal in every case where a resident does not positively agree to the park owner's proposed increase. The purpose of that role is obvious. It is likely that a significant proportion of residents who receive a notice proposing an increase will do nothing in response to it. The proportion of non-respondents is likely to be greater the older or more vulnerable they are. The statutory requirement for a reference to the tribunal in every case where an increase has not been agreed must therefore be intended as a safeguard or protection for park home residents, especially those who may be less able to protect their own interests.*"

134. The role of the First-tier Tribunal is to scrutinise the proposed increase and not simply "rubber stamp" the site owner's proposal where the occupier has not agreed the increase but not put forward any grounds of opposition. Following *Wyldecrest Parks (Management) Ltd v Whiteley & Ors* [2024] UKUT 55 (LC) §24, the Tribunal's task is to determine "*the new pitch fee... which the tribunal considers to be reasonable.*"

135. We must look at each Respondent in turn and consider how they are affected. In doing so we consider each of their individual objections but having regard for the following observations.

Phase II Land

136. A contractual entitlement to enjoyment of amenity is not required for an occupier to argue that they have lost use of an amenity, see

Wyldecrest Parks (Management) Ltd v Whiteley & Ors [2024] UKUT 55 (LC).

137. Although copies of the original documents were not included in the bundle, a copy of the decision in CHI/29UB/PHC/2013/0012 was in which a previous Tribunal had recorded at paragraphs 23-24 [568] that the Applicant in these proceedings had previously made an application to Ashford Borough Council in 2005 for a certificate of lawfulness in respect of a "*change of use from agricultural grazing land and woodland*" which is taken to describe both the Phase II land and the nature reserve. Ashford Borough Council had issued a certificate of lawful use on 12 September 2005 for "*Occasional leisure and amenity use ancillary to Yew Tree Park (including occasional use for access and car parking, extended gardens and communal leisure/recreational facility).*"

138. We find that the Respondents were entitled to, and had enjoyed the benefit of, the leisure amenity of not only the nature reserve but the Phase II land. In 2017 planning permission had been applied for to allow the Phase II land to be developed and by 2022 when development began that amenity was no longer available to them.

139. It is unclear whether these matters were raised in detail in 2024, but the decision only records the temporary loss of amenity of the nature reserve, as well as for Mr Fisher (no. 13) the loss of a right of vehicle and pedestrian access to his pitch over the Phase II land, but not a right to park on that land, that was at that time being developed.

140. Mr Sunderland submitted that given the Phase II amenity as a leisure purpose was lost in 2022, the occupiers should not be permitted to rely on that matter now particularly where the Pitch Fee Notices had been paid in 2023.

141. We do not agree. An occupier is not required to raise the matter at the first pitch fee review that takes place after the amenity is lost. If they delay in raising the issue, any reduction awarded will not take effect until a later date, but we accept that we should have regard to when the issue is raised, such that we may not determine it would be unreasonable to increase the pitch fee by the statutory presumption of CPI. We are satisfied that it has been raised promptly enough that we should still consider whether there has been a loss of amenity.

142. In principle different pitches may be affected to different degrees by a reduction in amenity, for example the location of communal parking may impact those occupiers situated closer to the parking, but we find that the development of Phase II represents a permanent loss of

amenity to the site as a whole. That should be treated separately from the temporary loss of amenity to the nature reserve.

143. We note the principles from *Wyldecrest Parks (Management) Ltd v Whiteley & Ors* that the fee is for the pitch and that the personal characteristics of a particular occupier does not form part of that, and that the Tribunal should try to adopt a relatively simple approach, because the sums involved are modest and the material available is likely to be quite limited. Unless there is evidence that different pitches are affected to a materially different degree by a loss of amenity such that there is a good reason for differentiating between them in determining new pitch fees, tribunals should not feel obliged to do so.

144. Where there is a y/e 2023 Pitch Fee Notice, we apply a 25% reduction in the pitch fee increase to account for this loss of amenity, otherwise we apply the same reduction to the y/e 2024 Pitch Fee Notice.

Restoration of the Loss of Amenity of the Nature Reserve

145. We agree with Mr Sunderland that *Wyldecrest Parks (Management) Limited v Finch & Ors* [2024] UKUT 197 (LC) is authority for the position that "*a temporary reduction in amenity… ought to be capable of being remedied and, when it is, any previous curtailment of the pitch fee should no longer have effect if that is reasonable*".

146. We also note the difficulties this presents as the prescribed form gives no opportunity to record a reversal of a previous "*Relevant Deduction*" under Section 4(D) and a limited opportunity to provide an explanation as to how "*Recoverable Costs*" under Section 4(C) have been arrived at. That had caused confusion and consternation for the affected Respondents, but it does not mean that the Applicant is not entitled to such a reversal. Again, a covering letter explaining the approach taken would have been useful and is more evidence of the breakdown in communication between the parties and the general sense of mistrust that the Respondents have towards the Applicant.

147. Since different pitches incur different pitch fees, the general approach for deductions is to reduce the CPI figure by a percentage amount when determining the pitch fee increase. We have adopted the findings of the decision in CHI/29UB/PHI/2023/0616-0624 as to which Respondents suffered a loss of amenity and set the deduction as 25% of the proposed increase.

148. Given the limited nature of the temporary reduction, we have decided that the most appropriate approach is to simply reverse the deduction

and to reinstate the amount calculated below that the pitch fee increase would be reduced by to reflect the loss of amenity.

149. For those Respondents who had agreed the y/e 2023 pitch fee review, given that access to the nature reserve was in place throughout the y/e 2024, we make no deduction.

Deterioration in the Condition of the Site

150. Mr Sunderland submitted that when determining the amount of the new pitch fee the Tribunal cannot have regard to any deterioration in the condition of the site if regard has previously been had to that deterioration, paragraph 18(1)(aa) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act.

151. Mr Sunderland submits that for those Respondents who were not party to the proceedings in CHI/29UB/PHI/2023/0616-0624, regard has been previously had to the matters raised and that unless the site condition has deteriorated further, that they should not be able to 'jump on the bandwagon'. We do not agree.

152. Some occupiers will oppose an increase at the first sight of deterioration in the condition of a site, the threshold of others may be higher, and they may be prepared to continue to pay increases for several years before deciding that the deterioration has continued to an extent that they are no longer prepared to accept the status quo.

153. If that is the case and they are no longer prepared to accept the increase, they are entitled to bring their own application, or the site owner can choose to do so. It will be for the tribunal dealing with that application to determine whether there is a deterioration in the condition and whether to depart from the statutory presumption of a CPI increase in the pitch fee. The occupier who delays making an application will have lost the opportunity to have the pitch fee reduced at an earlier date.

154. In line with Mr Sunderland's submission, if a pitch fee determination has been made for a particular occupier and this barred any others from making an application, there would be limited incentive for the site owner to remedy the deterioration in the condition of the site. It could create a perverse consequence whereby an unscrupulous site owner might encourage an occupier to go through the tribunal process so as to 'lock out' other occupiers in the future. As the Deputy Chamber President of the Upper Tribunal had put it in *Arkley Estates Limited v Madigan & Ors* Parliament's intention was to provide "*a safeguard or*

protection for park home residents, especially those who may be less able to protect their own interests."

155. With regards to condition of the site, it is necessarily the case that the inspection will take place some time after the period under consideration.

156. In the case of late reviews, the relevant CPI figure remains the one which would have been applied if the Notice had been sent on time. Again, we note the principle the Tribunal should try to adopt a relatively simple approach, because the sums involved are modest.

157. The review date is one of either 15th February, 1st April or 1st May. Having reviewed the changes in the CPI rates at the relevant times, we have adopted as the presumptive starting point the CPI figures used in the notices, namely an increase of 10.4% for y/e 2023 and a presumptive starting point of 3.4% for y/e 2024 being the CPI in February of each of those years. In future, the CPI figure used must be "*the last 12 month CPI figure published prior to the day which was 28 clear days before the review date. So, if the review date is the 1st April 2023, the CPI figure to be applied would be the last CPI figure published before 3rd March 2023.*"

158. We must consider whether or not there is a weighty factor which rebuts the statutory presumption. We find from our own inspection that the observations made in 2024 remain the same and that the site is generally in a poor state of repair. The roadways have damaged tarmac throughout although some repairs after the relevant period were undertaken but not to a high standard, and the tiling to the entrance pillars has fallen off and again the recent repair was not of a high standard. The site remains "tatty" and in need of attention and our inspection showed that the deterioration in the condition of the site had still not been remedied, and that any patch repairs were of a temporary nature and not of a high standard. We are satisfised that the lack of maintenance and repair has led to a loss of amenity at the site during both y/e 2023 and y/e 2024.

159. With regard to Mr Sunderland's submission regarding whether the street lighting is of an adequate standard, we do not accept that is the correct approach when having regard to paragraph 18(1)(aa) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act. Irrespective of the adequacy of the lighting, we must consider whether there has there been a deterioration in the levels of lighting and therefore a deterioration in the condition of the site.

160. As the Deputy President of the Upper Tribunal had put it in *Wyldecrest Parks (Management) Limited v Finch & Ors*, "*… even if Wyldecrest is right that the former pristine condition was more than the occupiers were entitled to under their agreements, it is likely that the full amount by which the pitch fee was reduced in January 2023 could only be retrieved by a permanent restoration of the Park to its previous very high standard.*" We must consider the condition of the site as it was. There was roadside lighting that had worked and that no longer did so and, as such, there was deterioration in the condition of the site.

161. Where there is a y/e 2023 Pitch Fee Notice, we apply a 25% reduction in the pitch fee increase to account for the deterioration in the condition of the site, otherwise we apply the same percentage reduction to the y/e 2024 Pitch Fee Notice.

Mrs Rothwell (no. 2)

162. Ms Rothwell relied upon the deterioration in the condition of the site which she described as "*The site is still, in the tribunal own words, tatty!*" and objected to the reinstatement of the pitch fee deduction upon access to the nature reserve being reinstated [554-559].

163. The Tribunal had previously indicated in 2024 that it would have applied a deduction if the notice had been valid for the temporary loss of access to the nature reserve on the basis that "*We accept the loss of access to the field may be temporary but for the review period in question it has a significant effect on the home owner*" [692]. Given the reference to temporary loss of access to the filed, we find that field means the nature reserve and not the Phase II land.

164. In respect of the loss of amenity of the Phase II land, Mrs Rothwell is effectively on the same footing as the other Respondents who make no objections at all, whilst we also have the benefit of the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*.

165. We find that there is no evidence that no. 2 as a pitch is affected to a materially different degree to other pitches when it comes to the loss of amenity of the Phase II land.

166. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 10.4% for y/e 2023. We also applied a 25% reduction for the temporary loss of access to the nature reserve during this period, i.e. the pitch fee is to increase by a total of 2.6% which includes the reduction for the temporary loss of access to the nature reserve in the sum of £4.29 per month.

167. Having had regard for these matters in y/e 2023, we allow the proposed increase of the pitch fee of 3.4% in y/e 2024 in full. We also allow an increase of £4.29 being the amount that was deducted in y/e 2023 for the loss of amenity relating to the temporary loss of access to the nature reserve. The consolidated pitch fee increase will take effect from 1 November 2024.

Ms Neil (no. 7)

168. Ms Neil did not attend the hearing but had filed an objection [671-673]. She stated that there was a long-standing issue with the base of her home and that the Applicant had been uncooperative in dealing with her insurers regarding damage to her as a result.

169. Ms Neil raised no other grounds.

170. We find that we do not have evidence to rebut the principle that the statutory presumption should apply insofar as to any deterioration to the base of her home. For the avoidance of doubt, we make no finding as to whether the pitch base is damaged.

171. In respect of the other matters, Ms Neil is effectively on the same footing as the other Respondents who make no objections at all, whilst we also have the benefit of the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*.

172. We find that there is no evidence that no. 7 as a pitch is affected to a materially different degree to other pitches when it comes to the condition of the site or the loss of amenity of the Phase II land.

173. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 10.4% for y/e 2023, i.e. increase the pitch fee by 5.2%.

174. Having had regard for these matters in y/e 2023, we allow the proposed increase of the pitch fee of 3.4% in y/e 2024 in full. The consolidated pitch fee increase will take effect from 1 November 2024.

Mr Fisher (no. 13)

175. Mr Fisher relied upon the deterioration in the condition of the site namely that "*the roadways around the park are cracked and dangerous, and the parking area at the front of the park is unsuitable for the number of homes on site. The redevelopment has taken many years, we are unable to access the nature area or woodland area, an*

area which has allowed many of us access to exercise and enjoy the outdoors" [560-570].

176. In accordance with the Further Directions, Mr Fisher submitted a further witness statement and enclosed copies of various letters, notices and forms since 23 February 2011. Having had sight of Mr Fisher's written agreement at the hearing, we find that the review date is 1st of April. This is one of the written agreements entered into by the Applicant's predecessor in title as site owner.

177. It is the parties' agreed position that Mr Fisher currently pays £127.06 per month and had done so for many years. Pitch Fee Notices gave various last review dates namely 19 February 2013, 19 February 2014, 18 February 2015, 20 February 2016, February [sic] 2017 and February [sic] 2018. The increase was to take effect on 1st April of that year until 2016 and then 2 May 2017, 1 May 2018 and 1 May 2019. The notices were dated anywhere between 18 February and 3 March

178. On 2 March 2020, a Pitch Fee Notice was served giving simply 2019 as the last review date and proposing a new pitch fee of £169.44 to take effect from 1 May 2020.

179. Following this, a Pitch Fee Notice dated 25 February 2021 was served giving the last review date as April 2020 [sic] and specifying the current pitch fee is £127.06 per month with the proposed increase to take effect from 2 April 2021. This was followed by further Pitch Fee Notices which stated that the current pitch fee was £127.06 per month:

    1. dated 28 February 2022 giving the last review date as April 2021 [sic] with the proposed increase to take effect from 2 April 2022 – we find that this was a late valid notice, but Mr Fisher did not agree the increase and neither party referred it to the First-tier Tribunal for determination;
    2. dated 31 March 2023 giving the last review date as 1 May 2022 [sic] with the proposed increase to take effect from 1 May 2023 – we find that this was also a valid late notice, although the Tribunal in CHI/29UB/PHI/2023/0616-0624 found otherwise, because it was labouring under the misunderstanding that the review date was 2nd May not 1st April in light of Mr White's oral evidence.

180. It is evident from the above that there is such inconsistency as to when the pitch fee increase was to take place from, as well as the inconstancy in the last review dates entered on the Pitch Fee Review Forms by Mr White, that it is not arguable that the review date has been changed from 1st April to any other date. Mr Fisher had clearly not agreed to a

change in date as he has refused to pay any increase since at least 2020 and likely for many years before that.

181. Mr Sunderland submits that where a notice has been served and the pitch fee increase is neither agreed nor subject to a tribunal determination, the site owner can serve a further notice for that period.

182. As HHJ Cooke noted in *Wyldecrest Parks (Management) Ltd v Truzzi-Franconi* §34 "*One oddity is that paragraph 17 of the implied terms… requires the pitch fee review notice to be accompanied by the prescribed form. Here there seems to have been just the prescribed form. Nothing turns on that and there has been no suggestion that there is anything missing; the form seems to be designed to function as the pitch fee review notice itself, making provision in text boxes for the site owner to supply the necessary information and then providing extensive notes for the assistance of both parties.*"

183. Section 7 of the prescribed form includes the following:

"***The effect of the pitch fee review notice & making an application to the tribunal***

…

If no agreement as to the pitch fee is reached and the tribunal does not make a determination (i.e., because the site owner has not made an application or because an application is refused or withdrawn) the occupier must continue to pay the existing pitch fee, but the proposed pitch fee cannot be charged, there are no arrears and the review process has ended for the year to which the notice refers."

184. The emphasis in the prescribed form is clear; if the occupier does not accept the new pitch fee and the tribunal does not make a determination, the existing pitch fee remains payable, and the site owner cannot have a 'second bite of the cherry'.

185. The Tribunal in CHI/29UB/PHI/2023/0616-0624 found the Notice dated 31 March 2023 to be invalid. We do not seek to go behind that decision. However, we find the Pitch Fee Notice dated 28 February 2022 was a valid notice and that the pitch fee was set at £127.06 per month when neither Mr Fisher agreed the proposed increase nor the tribunal had made a determination otherwise. That is the existing pitch fee that should be used when considering the re-served Pitch Fee Notice for y/e 2023 dated 17 September 2024 [533-540].

186. The Tribunal had previously indicated in 2024 that it would have applied a deduction of 2/3rds of the proposed pitch fee increase to

account for the site condition and the lack of access over the Phase II land. No mention was made of temporary loss of access of the nature reserve, nor to the loss of amenity of use of the Phase II land for general leisure purposes rather than access over that land.

187. In respect of the loss of amenity of the Phase II land for general leisure purposes, Mr Fisher is effectively on the same footing as the other Respondents who make no objections at all, whilst we also have the benefit of the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*. Subsequently, Mr Fisher now enjoys access over that land via the new road but cannot park his car on the Phase II land near to his pitch which he did not have the right to do in any event.

188. We find that there is no evidence that no. 13 as a pitch is affected to a materially different degree to other pitches when it comes to the loss of amenity of the Phase II land for leisure purposes.

189. Applying our skill and judgment and taking account of all matters, we have not interfered with the previous Tribunal's proposed reduction in the increase by 2/3rds but in doing so, we make the following caveat. Whilst access over the Phase II land is now possible, we will not make any adjustment on the basis that this amenity is restored.

190. We apply a combined 66.67% reduction for the site condition and loss of amenity of the Phase II land, to the CPI figure of 10.4% for y/e 2023, i.e. the pitch fee is to increase by a total of 3.47%. None of that reduction is to be regarded as being made for temporary loss of amenity either in respect of the Phase II land or the nature reserve.

191. Having had regard for these matters in y/e 2023, we allow the proposed increase of the pitch fee of 3.4% in y/e 2024 in full. The consolidated pitch fee increase will take effect from 1 November 2024.

Ms Gilbert (no. 21)

192. Ms Gilbert did not attend and had not filed a response in these proceedings.

193. The Tribunal had previously indicated in 2024 that it would have applied a deduction of 25% in the pitch fee increase if the notice had been valid for the condition of the site. Having regard for *Arkley Estates Limited v Madigan & Ors* and *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 21 as a pitch is affected to a materially different degree to other pitches when it comes to the loss of amenity of the Phase II land.

194. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 10.4% for y/e 2023, i.e. increase the pitch fee by 5.2%.

195. Having had regard for these matters in y/e 2023, we allow the proposed increase of the pitch fee of 3.4% in y/e 2024 in full. The consolidated pitch fee increase will take effect from 1 November 2024.

Mr & Mrs Howland (no. 23)

196. Mrs Howland relied upon the deterioration in the condition of the site. She stated in her statement that they were "*happy in our own home, but feel that the site has been let down by the lack of maintenance and is beginning to look shabby and in need of TLC*" as well as referring to the loss of amenity caused by development of the Phase II land [571-592].

197. Having regard for *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 23 as a pitch is affected to a materially different degree to other pitches when it comes to site condition and the loss of amenity of the Phase II land.

198. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mr & Mrs Anstiss (no. 24)

199. Following the passing of Mr Anstiss, Mrs Anstiss notified the Tribunal on 24 November 2025 that she no longer wanted the stress of the proceedings, had agreed to pay the pitch fee increase for y/e 2024 and wished to be removed as a Respondent.

Ms Keast (no. 26)

200. Ms Keast did not attend but had filed an objection [593-605].

201. Ms Keast explained she moved in in May 2021. She was extremely confused by the various Pitch Fee Notices that had been served given the lack of explanation for any change in the amounts sought. She also challenged the lack of maintenance to the site and the fact she was not able to access the nature reserve. She had not been informed that access had been since reinstated. We are satisfied that these are weighty factors that allow us to depart from the statutory presumption.

202. In respect of the loss of amenity of the Phase II land, Ms Keast is effectively on the same footing as the other Respondents who make no objections at all, whilst we also have the benefit of the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*.

203. Although Ms Keast did not move in until May 2021, we find that access to the Phase II land had not yet been prevented. We find that there is no evidence that no. 26 as a pitch is affected to a materially different degree to other pitches when it comes to the loss of amenity of the Phase II land.

204. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 10.4% for y/e 2023. We also applied a 25% reduction for the temporary loss of access to the nature reserve during this period, i.e. the pitch fee is to increase by a total of 2.6% which includes the reduction for the temporary loss of access to the nature reserve in the sum of £4.62 per month.

205. Having had regard for these matters in y/e 2023, we allow the proposed increase of the pitch fee of 3.4% in y/e 2024 in full. We also allow an increase of £4.62 being the amount that was deducted in y/e 2023 for the loss of amenity relating to the temporary loss of access to the nature reserve. The consolidated pitch fee increase will take effect from 1 November 2024.

Mr Parry (no. 27)

206. Mr Parry relied upon the deterioration in the condition of the site [634-635 and late evidence].

207. The Tribunal had previously indicated in 2024 that it would have applied a deduction if the notice had been valid for the site condition but not for the temporary loss of access to the nature reserve on the basis that he "*does not suggest within his objection that lack of access [to the nature reserve] has caused him any loss of amenity*" [694].

208. In respect of the loss of amenity of the Phase II land, Mr Parry is effectively on the same footing as the other Respondents who make no objections at all, whilst we also have the benefit of the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*.

209. We find that there is no evidence that no. 27 as a pitch is affected to a materially different degree to other pitches when it comes to the loss of amenity of the Phase II land.

210. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 10.4% for y/e 2023, i.e. the pitch fee is to increase by 5.2%.

211. Having had regard for these matters in y/e 2023, we allow the proposed increase of the pitch fee of 3.4% in y/e 2024 in full. The consolidated pitch fee increase will take effect from 1 November 2024.

T Hale (no. 34)

212. T Hale did not attend and had not filed an objection.

213. In respect of the site condition and the loss of amenity of the Phase II land, we had regard for the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*.

214. We find that there is no evidence that no. 34 as a pitch is affected to a materially different degree to other pitches when it comes to the deterioration in the condition of the site or the loss of amenity of the Phase II land.

215. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mrs Hannaford (no. 39)

216. Mrs Hannaford did not attend but relied upon the deterioration in the condition of the site stating in her statement that "*There has been no constructive maintenance repairs to the site since I have been here and I feel the site is looking very neglected and worn.*" She also referred to the withdrawal of access to the Phase II land as a result of the development undertaken [643-644].

217. Mrs Hannaford also referred to the fact that whilst the written agreement was in joint names with her husband, he had since passed away, and Pitch Fee Notices were sent in the name of her late husband only which she found distressing. That is not a relevant matter for our determination, but it was reflected in other occupiers' evidence that Mr White's communication did on occasion cause upset or offence.

218. Having regard for *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 39 as a pitch is affected to a materially different degree to other pitches when it comes to site condition and the loss of amenity of the Phase II land.

219. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mr & Mrs Ashdown (no. 40)

220. Mr Ashdown relied upon the deterioration in the condition of the site. [645 and late evidence].

221. Having regard for *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 40 as a pitch is affected to a materially different degree to other pitches when it comes to site condition and the loss of amenity of the Phase II land.

222. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mr & Mrs Gandolfi (no. 42)

223. Mr Gandolfi relied upon the deterioration in the condition of the site, in particular the lack of working roadside lighting and the general state of the roads [647-661].

224. Having regard for *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 42 as a pitch is affected to a materially different degree to other pitches when it comes to site condition and the loss of amenity of the Phase II land.

225. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mr & Mrs Shaw (no. 43)

226. Mr & Mrs Shaw were unique in that this was the only y/e 2023 Pitch Fee Notice in the 2024 proceedings that was found to be valid. The y/e 2023 pitch fee increase having been determined, Mr Sunderland submitted that there was no ground for Mr Shaw to object to the y/e 2024 Pitch Fee Notice.

227. Although Mr & Mrs Shaw did not move in until September 2021, we find that access to the Phase II land had not yet been prevented. Mr Shaw's oral evidence was that when negotiating the pitch fee Mr & Mrs Shaw were not made aware that development of Phase II would be happening. We find that there is no evidence that no. 26 as a pitch is

affected to a materially different degree to other pitches when it comes to the loss of amenity of the Phase II land. The Tribunal did not address loss of amenity associated with the Phase II land in its decision in CHI/29UB/PHI/2023/0616-0624 and neither party had appealed that decision. We find that regard has not been had to this matter previously under paragraph 18(1)(aa) of Ch.2 of Pt.1 of Sch.1 to the 1983 Act.

228. Having regard for *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 43 as a pitch is affected to a materially different degree to other pitches when it comes to the loss of amenity of the Phase II land.

229. We apply a 25% reduction for the loss of Phase II land to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 2.55%. We also allow an increase of £7.00 being the amount that was deducted in y/e 2023 for the loss of amenity relating to the temporary loss of access to the nature reserve. The consolidated pitch fee increase will take effect from 1 November 2024.

Mrs Donohoe (no. 44)

230. Mrs Donohoe did not attend the hearing but had filed an objection [658-670]. She relied upon the deterioration in the condition of the site, in particular the lack of working roadside lighting, the general state of the roads, the cracks in the boundary wall and cracks to the entrance posts. She queried an increase in the pitch fee for re-opening the nature reserve, but no such addition has been made to her pitch fee, and she likely was referring to the Pitch Fee Notices for y/e 2024 of her neighbours Mr & Mrs Shaw (no. 43).

231. Having regard for *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 44 as a pitch is affected to a materially different degree to other pitches when it comes to site condition and the loss of amenity of the Phase II land.

232. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mr & Mrs Baker (no. 45)

233. Mr & Mrs Baker did not attend and had not filed an objection.

234. In respect of the site condition and the loss of amenity of the Phase II land, we had regard for the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*.

235. We find that there is no evidence that no. 45 as a pitch is affected to a materially different degree to other pitches when it comes to the deterioration in the condition of the site or the loss of amenity of the Phase II land.

236. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mr Nichols (no. 46)

237. Mr Nichols relied upon the deterioration in the condition of the site, in particular the lack of working roadside lighting, the general state of the roads which flood badly in parts, poor signage, the cracks in the boundary wall and cracks to the entrance posts [late evidence].

238. Having regard for *Wyldecrest Parks (Management) Ltd v Whiteley & Ors*, we find that there is no evidence that no. 46 as a pitch is affected to a materially different degree to other pitches when it comes to site condition and the loss of amenity of the Phase II land.

239. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Mr & Mrs Francis (no. 47)

240. Mr & Mrs Francis did not attend and had not filed an objection.

241. In respect of the site condition and the loss of amenity of the Phase II land, we had regard for the Upper Tribunal guidance in *Arkley Estates Limited v Madigan & Ors*.

242. We find that there is no evidence that no. 47 as a pitch is affected to a materially different degree to other pitches when it comes to the deterioration in the condition of the site or the loss of amenity of the Phase II land.

243. We apply a 25% reduction for the site condition, and a 25% reduction for the loss of Phase II land, to the CPI figure of 3.4% for y/e 2024, i.e. increase the pitch fee by 1.7%.

Final observations

244. A table setting out the new pitch fees as determined by us is attached to this decision.

245. Having determined the pitch fee from 1 September 2023, the Applicant will no doubt wish to serve pitch fee review notices to cover the 'missed' opportunity to do so for 2024-25 and 2025-26.

246. That may cause consternation for the Respondents, and indeed other occupiers if the Applicant has chosen to hold back serving new notices until the outcome of this decision, but we would confirm that that is permissible. Both notices will be deemed late notices, it is permissible that both notices be served at the same time, and the cumulative effect of both increases will not be able to take effect until 28 days after the notices are served.

247. The Respondents will not be prejudiced. They have the advantage that the increases that would usually have been proposed since the application was made will not take effect until the later date.

248. Finally, we apologise for the delay in communicating our decision. The applications were extensive both in number and scope and which warranted additional time being spent in considering the submissions and reaching our decision.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide

whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Property	Existing Pitch Fee y/e 2022	Adjusted Increase y/e 2023	Existing or adjusted Pitch Fee y/e 2023	Adjusted Increase y/e 2024	Adjusted Pitch Fee y/e 2023	Reverse the 2023 nature reserve deduction	New Fee (£) payable from 01/11/2024
2 Yew Tree Park	164.84	2.6%	169.13	3.4%	174.88	4.29	**179.71**
7 Yew Tree Park	196.51	5.2%	206.73	3.4%	213.76	-	**213.76**
13 Yew Tree Park	127.06	3.47%	131.47	3.4%	135.94	-	**135.94**
21 Yew Tree Park	156.30	5.2%	164.43	3.4%	170.00	-	**268.15**
23 Yew Tree Park	-	-	210.76	1.7%	214.34	-	**214.34**
26 Yew Tree Park	177.69	2.6%	182.31	3.4%	188.51	4.62	**193.13**
27 Yew Tree Park	154.44	5.2%	162.47	3.4%	168.00	-	**168.00**
34 Yew Tree Park	-	-	210.76	1.7%	214.34	-	**214.34**
39 Yew Tree Park	-	-	248.77	1.7%	253.00	-	**253.00**
40 Yew Tree Park	-	-	248.77	1.7%	253.00	-	**253.00**
42 Yew Tree Park	-	-	248.77	1.7%	253.00	-	**253.00**
43 Yew Tree Park	CHI/29UB/PHI/2023/0624		216.79	2.55%	222.32	7.00	**229.32**
44 Yew Tree Park	-	-	248.77	1.7%	253.00	-	**253.00**
45 Yew Tree Park	-	-	248.77	1.7%	253.00	-	**253.00**
46 Yew Tree Park	-	-	248.77	1.7%	253.00	-	**253.00**
47 Yew Tree Park	-	-	248.77	1.7%	253.00	-	**253.00**