



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

Case Reference	: HAV/00HE/PHC/2025/0646
Property	: 16 Wheal Rodney, Holiday Park, Gwallon Marazion, Cornwall TR17 0HL.
Applicant	: Wheal Rodney Holiday Park Ltd
Representative	: Charlotte Ley (Managing Director)
Respondent	: Ruby Lloyd (formerly Ruby Pickhaver)
Type of Application	: Any question arising under section 4 Mobile Homes Act 1983 (as amended) (MHA).
Tribunal Members	: Judge C A Rai Andrew Hetherton MRICS IRRV (Hons)
Date type and venue of Hearing	: 5 May 2026. Face to face Hearing. Truro Magistrates Court, Tremorvah Wood Lane, Mitchell Hill, Truro, TR1 1HZ.
Date of Decision	: 8 May 2026

DECISION

1. The Tribunal makes the following direction pursuant to the powers conferred on it by section 231A of the Housing Act 2004.
2. **Pitch fees** – At the date of the hearing the parties agreed that the 2026 pitch fees relating to the Respondent’s pitch are up to date and the last payment was made in compliance with the Park Rules. The Applicant identified historic arrears of pitch fees which it says, “date back to 2025”.
3. The parties must discuss the alleged historic arrears of pitch fees and agree a way of finally dealing with any “agreed” arrears within 28 days of the date of this decision. If the parties fail to reach a satisfactory agreement on or before the **31 July 2026** either, or both, may apply to this Tribunal for further directions.

Background

4. The Applicant owns Wheal Rodney Holiday Park Marazion Cornwall TR17 0HL (the Park). It applied to the Tribunal, on 6 September 2025, for a determination under section 4 of the Act. It is represented by Charlotte Ley, its managing director. The Respondent is the occupier of the mobile home located on Pitch 16.
5. Directions dated 30 January 2026 were given by the Tribunal which listed the steps which the parties should take to enable the proceedings to be determined following an oral hearing set down to take place during a three week window starting on 20 April 2026.
6. The Applicant seeks orders or directions from the Tribunal requiring the Respondent to remedy certain alleged breaches by her of the agreement and the Park Rules relating to the occupation of her pitch on the Park.
7. The Tribunal received a hearing bundle comprising 335 pages. References to numbers within square brackets in this decision are to the numbered pages of that bundle, which contained statements made on behalf of each party.

Preliminary matters

8. Having identified from her statement that the Respondent had signed her statement of truth as “Ruby Lloyd”, I obtained confirmation from her that she wished to be identified and addressed as Miss Ruby Lloyd. I volunteered to amend the Tribunal records. I have directed that the Respondent’s name is amended in the tribunal file. I have also noted that the Applicant correctly commented that the majority of the paperwork produced by the Respondent in the hearing bundle, including her insurance quotation, refers to her as Ruby Pickhaver, (her previous name). The email address provided to the Tribunal also refers to “Pickhaver).

The Applicant’s case

9. The Applicant identified the following breaches of the implied terms and the Park Rules:-
 - a. Late payment of Pitch Fees;
 - b. Refusal of access over her pitch (monthly on a set day) to enable the electricity meter to be read;
 - c. Failure to maintain the pitch in a satisfactory condition by allowing rubbish to accumulate which was identified as a fire risk as well as being unsightly;
 - d. Persistent failure to provide the Applicant with evidence of the insurance of the home stationed on the pitch;
 - e. A potential issue with regard to the Applicant keeping more than one pet within the home; and
 - f. Repeated incidents of nuisance described as a bombardment of emails and correspondence; intimidation of holiday occupiers, and dissemination of untruthful emails and letters about the Park owners.

Pitch Fees

10. Mrs Ley confirmed at the hearing that, at the date of the hearing, the Respondent's pitch fees are mostly up to date and that the last payment was received two weeks in advance. She said that she believed that there is a historic debt of £12.11 which relates to 2025. She explained that at the end of each year she sends a statement to each occupier showing the pitch fees paid during that year. Miss Lloyd appeared to dispute this.

Electricity payments

11. Mrs Ley told the Tribunal that the electricity payments due from the Respondent are currently up to date and that for the last two months the Respondent has enabled access to her pitch for meter reading. The Applicant takes monthly meter readings but invoices occupiers quarterly.

Rubbish

12. All the rubbish shown in the photographs in the bundle, previously stored or located on the Respondent's pitch has been removed. Mrs Ley said that the pitch is currently in good condition and "looks really nice".

Insurance

13. Mrs Ley said that she had recently received information about the Respondent's insurance. Responding to questions from the Tribunal she referred it to the "certificate" in the bundle [177 – 180]. The Tribunal identified that is a quotation for insurance cover, provided to "Miss Danielle Ruby Pickhaver" dated 30 September 2025, for cover from 1 October 2025. Mrs Ley said she had accepted it as evidence, assuming that Miss Lloyd had sent her the wrong pages. Miss Lloyd accepted that she had not supplied evidence of insurance and agreed she must have sent the wrong pages. Both parties were unable to direct the Tribunal to any other evidence of insurance cover within the bundle.

Nuisance

14. Mrs Ley seeks an order to prevent the Respondent from causing "further nuisance" and in particular with regard to other residents and holiday visitors. Mrs Ley said that she had raised a formal complaint about the Respondent's conduct with the police, who had advised her to keep a written record of the Respondent's behaviour. Mrs Ley told the Tribunal she had contacted the police following receipt of what she described as a "deluge" of letters. She said the Respondent's unpleasant behaviour, correspondence and the volume of emails which she had sent to the Applicant had been "too much to bear".
15. Mrs Ley said an emergency night telephone number has been circulated to enable residents to report anything that disturbs them at night, as the Park is a quiet site after 10 pm. Miss Lloyd's videos, links to which are in the bundle, demonstrate her activity after 10 p.m. Miss Lloyd has never called the emergency number.
16. Mrs Ley also said that the Respondent's evidence that she had complained to the police is untrue and the documents accompanying the Respondent's statement in the bundle are "copies" of her

correspondence with the police; [The copy document in Miss Lloyd's statement is an enlarged copy of the same text message dated 12 May, which the Applicant has referred to as evidence of its complaint of harassment by the Respondent to the police] [190, 191].

Rule relating to number of pets

17. Mrs Ley said that she sought an order requiring the Respondent to comply with the Park Rule which limits occupiers to keeping "one pet". She suggested that the Respondent's evidence disclosed that she is keeping a second dog, whilst admitting that she was unaware of this and has not seen a second animal.
18. In response Miss Lloyd said that she has never had two animals. It was not explained why her evidence appeared to imply she had a second dog. The parties agreed that the Respondent has always had one dog.
19. The Tribunal has noted that the Respondent stated "I also now have a new rescue dog a tiny toy terrier rescued from Belarus and he loves playing and rolling on the astroturf with the house rabbit" [194]. Miss Lloyd told the Tribunal that the dog which she owned when she moved on to the Park is no longer alive. In the absence of contradictory evidence, the Tribunal has concluded that her current dog is a replacement not an addition.

The Respondent's evidence

20. Miss Lloyd suggested that the previous owner of her home had not disclosed the problems which affected it. She confirmed that following her moving on to the Park, she was challenged by her personal circumstances. She said that she is no longer in arrears with the pitch fee, and she does not accept that there are historic arrears.
21. The Tribunal found that Miss Lloyd appeared not to have understood that she did not require a new occupation agreement when she bought her home. She referred to the assignment document, a copy of which was produced with her statement, as being evidence of her agreement. [89 – 95]. The notes which accompany it [91], state that the form should be completed for mobile homes being sold under existing agreements.
22. The hearing bundle includes a copy of a blank standard form agreement which had been sent to the Respondent by the Applicant. Miss Lloyd dismissed that as being an "old document". The Tribunal explained to her that the agreement referred to the implied terms in Chapter 2 of Schedule 1 of the Act, which remain in force and are valid albeit some of the terms have been amended since the MHA was passed. By way of example, it referred to the change in the index to be applied with regard to pitch fee increases and it was apparent from their responses that both parties are familiar with that amendment.
23. The Tribunal also explained that the evidence it had seen led it to conclude that the Park Rules have been adopted. The Applicant confirmed that the Rules have been deposited with the local authority.

24. Miss Lloyd confirmed that the rubbish on her pitch was removed last September. She said that she wished to dispute the nuisance allegations. She said she cannot use the shop. She disputed that the Applicant had changed its email address. In her opinion, none of the statements made by holiday makers, and produced by the Applicant in the bundle about her behaviour “ring true”. She said it her who is being harassed and that other people on the Park will recollect incidents which the Applicant claims to have occurred, differently.
25. Miss Lloyd agreed to provide actual evidence of her insurance cover to the Applicant. She says she has paid the full amount of the premium and has always had insurance.

The Law

26. Section 4 of the MHA gives the tribunal jurisdiction to determine any question arising under the MHA or any agreement to which it applies and to entertain proceedings brought under it, subject to subsections (2) to (6).
27. Subsection (3) gives the Tribunal jurisdiction to determine any question arising by virtue of specified paragraphs in Chapter 2 and 4 of the Schedule to the MHA to the court (not a tribunal). The tribunal **does not have jurisdiction to deal with applications made by an owner to terminate a written agreement.** Chapter 2 applies to specific types of sites which include the Park.
28. Section 231A of the Housing Act 2004 gives the tribunal, in addition to any specific powers in the Act, the general power mentioned in subsection (2) which is a power to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue in or in connection with them. Subsection (4) states that when exercising jurisdiction under the MHA, the directions which may be given by the tribunal under its general power include (where appropriate):-
 - (a) directions requiring the payment of money compensation or damages.
 - (b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees paid in such manner and by such date as may be specified in the directions.
 - (c) directions requiring cleaning, repairs restoration, re-positioning or other works to be carried out in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.
 - (d) directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.

Reasons for the Decision

29. Having heard from both parties and considered the written statements supplied to the Tribunal before the hearing, the Tribunal finds that at the date of the hearing the only breaches originally identified in the application which remain outstanding are:-
 - a. the requirement (in the Park Rules) for the Respondent to provide evidence of insurance of her home
 - b. the allegation of nuisance
30. During the Hearing the Respondent accepted that she has an obligation to provide evidence that her home is insured to the Applicant and said that she would do so within the next 28 days. The day after the hearing the tribunal office received evidence of the Respondent's insurance, attached to an email sent to Applicant at the same time to the Applicant. The policy will expire on 30 September 2026. Whilst the Tribunal has no power to direct the Respondent to provide a copy of the renewal confirmation to the Applicant, it might be helpful to both parties if she is willing to do so.
31. Although it is not the place of the Tribunal to advise the parties as to their future conduct it confirms what was stated during the hearing. The parties are contractually bound by the occupation agreement, in this case the implied terms in the Act. The Respondent must also comply with the Park Rules.
32. The allegations of nuisance were considered. The volume of correspondence exchanged between the parties prior to the hearing is evidenced by the documents disclosed in the hearing bundle. Nevertheless, the Tribunal has not found this conclusive.
33. Both parties explained that each has to contend with health issues which the Tribunal accepts may have affected their dealings with the other.
34. The powers in section 231A of the Housing Act 2004 do not enable the Tribunal to make the directions sought by the Applicant. During the hearing both parties co-operated with each other and the Tribunal. The Tribunal therefore simply expresses a hope that the parties will continue to cooperate with each other in their future dealings.

Appeals

1. A person wishing to appeal this decision to the Upper 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.