



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

Case Reference	:	HAV/00HE/PHI/2025/0809 & 0810
Property	:	1 Ash Grove & 4 Beech Drive, Dolbeare Court, Landrake, Saltash, Devon PL12 5FL
Applicant	:	AR (Dolbeare Court) Limited
Representative	:	Sharon Reach (Operations Manager)
Respondents	:	Mr. and Mrs. Hopkins. Mr. Ivan Judd and Miss Elaine Hales.
Type of Application	:	Application by site owner for determination of new level of pitch fee. (Paragraph 16 of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended))
Tribunal	:	Judge T.Hingston M.Woodrow MRICS E. Shaylor MCIEH
Date of Decision		8th May 2026

Decision of the Tribunal: -

The pitch fee for the period 2025 - 2026 is determined at £239 per month, payable with effect from 1st April 2025.

BACKGROUND

1. The Applicant in this matter is Regency Living (Ambassador Regency (Dolbeare Court) Limited) who acquired the licence to run the Park Homes site on the 16th of January 2024. The previous owners, Royale Life, had gone into administration in 2023.
2. Respondents Mr. Judd and Miss Hales are the occupiers of Number 4 Beech Drive, Dolbeare Court.
3. Respondents Mr. and Mrs. Hopkins are the occupiers of Number 1 Ash Grove, Dolbeare Court.
4. The site is Licensed by Cornwall Council, and the Respondents have ‘Written Statements’ which set out the terms of their agreement with the site owner. In all cases the Pitch Fee Review Date is the 1st of January each year.
5. On the 31st of January 2025 Regency Living sent a letter to the Respondents, stating that they were implementing a late pitch fee review and that the new pitch fee would be £239 per calendar month, effective from the 1st of April 2025. This increase was in line with the Consumer Prices Index (CPI) increase for the relevant period, at 2.3%.
6. The Respondents made no objection to the proposed increase, and they amended their standing orders accordingly to pay £239 per month from April 2025 onwards.
7. However, on the 26th of March 2025 Regency Living sent a further letter to the occupiers, asking them to ignore the previous letter of 31st January, again referring to a ‘late pitch fee review’, and stating that the new pitch fee would be £250 per month, - commencing 1st May 2025.
8. The Respondents objected to this second proposed increase and, after further correspondence between the parties, the site owner Regency Living made an Application (dated 31st July 2025) to the Tribunal for determination of the pitch fees.
9. Directions were issued and bundles of documents were submitted to the Tribunal, following which the matter was set down for hearing.

RELEVANT LAW

10. Please see attached Appendix.

HEARING

11. The hearing took place on the 21st April 2026 at St. Catherine’s House, 5 Notte Street, Plymouth PL1 2TS.

12. Ms. Sharon Reach appeared on behalf of the Applicants Regency Living (hereafter referred to as 'Regency'), and Mr. Ivan Judd appeared on behalf of the Respondent occupiers.

13. As a preliminary issue, Ms. Reach sought permission to make the application out of time, as it was lodged more than 4 months after the Notice of late increase (26th March - 31st July 2025). There was no objection from the Respondent, and the Tribunal granted permission accordingly.

APPLICANT'S CASE

14. The Applicant's case was set out in their application form, in the two statements of Ms. Reach dated 10th January 2026 (wrongly dated 10th January 2025 in the file copies) and in Ms. Reach's oral evidence and submissions during the hearing.

15. It was argued that the letter to the occupiers of 31st January 2025 was sent out in error, because the increase to £239 per month as proposed in that letter was based on an incorrect figure or 'starting point' of £233.63 for existing pitch fees.

16. Ms. Reach told the Tribunal that in January 2024 a number of residents/occupiers had challenged the 2024 proposed pitch fee increase, which was to £244.38. As a result of the dispute, agreement had been reached between owner and occupiers that 'credit' would be given for the period 1st March – 31st December 2024, and occupiers would continue paying their pitch fees as before – i.e. at £233.63 per month.

17. Then in 2025, according to Ms. Reach, it was understood that the next pitch fee review would take £244.38 as its starting point and the CPI increase of 2.3% would be applied, giving a new pitch fee of £250 per month - as per the letter and Pitch Fee Review Form of 26th March 2025.

18. Ms. Reach conceded that unfortunately she had no documentary evidence of any 'credit' agreement between the site owners and the occupiers for 2024: much of the correspondence and paperwork had gone missing, and Regency staff were overstretched in managing the 34 parks which they took over in 2023.

19. However, on behalf of the Applicants it was submitted that, as the letter of 31st January 2025 was '*acknowledged as incorrect*', and as it '*was not relied upon*', there was no binding agreement between the parties for a £239 per month pitch fee from 1st April 2025 onwards, and the Tribunal should rule that £250 per month was payable.

RESPONDENT'S CASE

20. Mr. Judd told the Tribunal that he and some of the other occupiers had indeed challenged the pitch fee increase in 2024, because of problems and complaints about the way that the site was run by the previous owners.

21. However, Mr. Judd did not accept that there was any agreement between the parties as to 'credit' for payments at the proposed increased level between March and December 2024: he and other residents had simply continued paying their pitch fees at the same level as before, at £233.36 per month.

22. On behalf of the occupiers it was submitted that the Regency letter of 31st January 2025 put forward a proposed new pitch fee which was accepted, and upon which they relied and acted by setting up their new standing orders for £239 per month. A binding agreement had been created. In Mr. Judd's case, the standing order was adjusted to the new, agreed figure on the 6th of March 2025.

23. The subsequent, revised letter from Regency (which was posted on the 26th of March and received on the 1st of April) purported to be relying upon some kind of credit 'agreement' which had not been accepted by the Respondents, and the letter came too late to withdraw the original proposal.

24. In conclusion, it was argued by the Respondents that the owners could not enforce a further increase to £250 per month, and it was not reasonable to do so.

FINDINGS AND DETERMINATION

25. In deciding an application for determination of pitch fees the Tribunal is obliged to consider firstly whether it is reasonable for the pitch fee to change at all, and then, if it is to change, what the new level should be.

26. In accordance with Paragraph 20(1A) of Schedule 1 Part 1 Chapter 2 of the Mobile Homes Act 1983, and with the case of *Vyse-v-Wyldecrest Parks (Management) Ltd* 2017[UKUT]24, the presumption is that any increase should be in line with the increase in CPI for the relevant period, unless certain other considerations apply.

27. In this particular case there is no suggestion by the parties that there are any matters arising which could displace the CPI presumption.

28. The only question for determination is whether the increase was agreed and fixed at £239 per month with effect from the 1st of April 2025, or whether it was reasonable for the pitch fee to increase again from the nominal figure of £244.38 to £250 with effect from the 1st of May 2025.

29. Firstly, the Tribunal did not find that there was sufficient evidence to support the Applicant's contention that there had been some kind of credit agreement between the site owner and the occupiers for a delayed increase in 2024.

30. The starting point for an increase in 2025 was therefore found to be £233.36.

31. The Tribunal was satisfied that the Applicant's letter of 31st of January 2025 made a formal proposal - an 'offer' for the purposes of contract law - which was for a reasonable increase in line with the CPI.

32. This offer was accepted by the Respondents and they duly acted upon it, providing 'consideration' by altering their standing orders for payment of the higher figure as from the 1st of April 2025.

33. The Tribunal found that there was no obligation on the Respondents to formally notify the Applicant that the proposal was accepted: payment of the new monthly figure without protest being itself sufficient indication of acceptance.

34. The Tribunal found that a binding agreement had been created between the parties and therefore the Applicant's second letter of 26th March 2025 could not be a valid notice of increase.

35. In the light of the above the Tribunal determines that it was reasonable for the pitch fees to increase in 2025 in line with the CPI, and the pitch fee payable by the Respondents with effect from 1st April 2025 is £239 per month.

Right to Appeal

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.

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.

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.

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.