



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

**Tribunal Case Ref.** : HAV/23UG/PHM/2026/0001

**Property** : 29 Willow Drive, Woodmancote Park  
Homes, Woodmancote, Gloucestershire,  
GL52 9JF

**Applicants** : A.S. and E.S Loveridge

**Representative** : ----

**Respondent** : David Hillyard, as Executor of the Estate  
of Ms Mackenzie- Shaw

**Representative** : ----

**Type of Application** : Application by owner of a Park Home site  
for a refusal order  
Paragraph 7B of Chapter 2 of Part 1 of  
Schedule 1 Mobile Homes Act 1983 (as  
amended)

**Tribunal Member(s)** : Judge J Dobson  
Regional Surveyor J Coupe FRICS

**Date and venue of  
hearing** : 14<sup>th</sup> May 2026, Havant Justice Centre

**Date of Decision** : 15<sup>th</sup> May 2026

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**DECISION**

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## **Summary of the Decision**

- 1. The Tribunal lacks jurisdiction to determine the Applicants' application.**
- 2. The application is dismissed.**

## **The Background**

3. The Applicants are the owners of Woodmancote Park Homes, Woodmancote, Gloucestershire, GL52 9JF ("the Park").
4. The Respondent is the Executor of the Estate of Ms Mackenzie- Shaw, the deceased owner of a park home ("the Property") situated at 29 Willow Drive, Woodmancote Park Homes, Woodmancote ("the Pitch") on the Park. The Estate has the right to occupy the Pitch so described pursuant to an agreement ("the Agreement") which it was established is dated 2<sup>nd</sup> August 2019, when the Property was bought new.

## **The Application and history of the case**

5. The Applicants sought a refusal order in respect of a proposed sale or gift of a mobile home and preventing assigning the Agreement to the proposed occupier. This application was received on 7th April 2026.
6. The Applicants' grounds for seeking such an order are that, if the proposed occupier were to become the occupier, that person, or a person intending to reside with him or her, would breach a site rule for one of the reasons below

By reason of age

By parking vehicles on the site that are of a description specified in the rule

The Applicants submitted a copy of the site rules and various supporting documents relating to a vehicle.

7. Directions were issued dated 22nd April 2026 identifying a lack of evidence that the Applicants had not notified the Respondent of the application to the Tribunal within the 21- day period beginning with the date on which the Applicant received the notice of proposed sale.
8. Directions dated 30th April 2026 responded to the Applicants providing a letter dated 7th April 2026 described as proof of giving notice to the Respondent. No finding or other determination was made as to whether that letter was sufficient, as to whether there had been any other letter which was or otherwise as to whether procedural requirements had been fulfilled.
9. Directions were given for the provision of the parties' cases and the final hearing was listed on 14<sup>th</sup> May 2026. Those Directions did not include provision for any single bundle of documents relied on by the parties,

adopting the approach that there would be limited documentation and so the Tribunal could open the individual documents as and when required.

10. It should be added that the Tribunal read the documents received from both parties up to 13<sup>th</sup> May 2026. It refers to those where relevant.
11. Further Directions were given on 13<sup>th</sup> May 2026, the day before the hearing, following consideration by the Tribunal of the documents received from the parties as their cases and in preparation for the hearing. Those gave advance notice of a number of key matters which the Tribunal considered it would need to address at the hearing and sought further documents. Reference was made to notice of proposed sale but incorrectly described as dated 5<sup>th</sup> May 2026, whereas the document had been signed on 22<sup>nd</sup> April 2026 and 24<sup>th</sup> April 2026 (so that the latter date would best describe the document).
12. In particular it was noted that the Tribunal did not possess the original notice of proposed sale to which this application relates and on which the application was based; the apparent withdrawal of the notice, if it was such, raised a jurisdictional question of whether an application based on that notice could be determined; and the Tribunal did not possess the agreement under which the Respondent occupies the Pitch, such that it was not apparent whether that is a new agreement as defined in Paragraph 7B of Chapter 2 of Part 1 of Schedule 1 Mobile Homes Act 1983 (as amended) or not, another matter relevant to the question of whether the Tribunal has jurisdiction. The Tribunal considered those documents to be significant, hence the specific direction for them to be provided to the Tribunal.
13. The parties were directed to provide such of those and any other specific related documents they possessed. Whilst Mr Loveridge was correct to say, this was not in dispute, that the notice had been live when the Applicants applied- and that could have been relevant in respect of the application fees but for the more fundamental issue below- the situation had changed. But for other matters, the Tribunal would have possessed jurisdiction whilst the notice was current but no longer upon its withdrawal.
14. The Respondent responded to that by providing a further short witness statement 14<sup>th</sup> May 2026 and the Tribunal understands also a further copy of the more recent notice of proposed sale and a notice of assignment form dated 22<sup>nd</sup> April 2026.
15. The Tribunal has also read those further documents.
16. The Decision now issued is made on the basis of the evidence and arguments presented, save where clarified by the Tribunal in the hearing, and is necessarily limited by the matters to which the Tribunal was referred or which it identified to the parties.

### **The relevant Law**

17. The Tribunal's jurisdiction to deal with applications for refusal orders is found in Paragraph 7B of Chapter 2 of Part 1 of Schedule 1 Mobile Homes

Act 1983 (as amended). Whilst the Tribunal has referred to a Park Home, the Act refers to “mobile home”.

18. Paragraph 7 reads as follows:

Sale of mobile home

- (1).....
  - (2) Where the agreement is a new agreement, the occupier is entitled to sell the mobile home and to assign the agreement to the person to whom the mobile home is sold (referred to in this paragraph as the “new occupier”) without the approval of the owner.
  - (3) In this paragraph and paragraph 7B, “new agreement” means an agreement—
    - (a) which was made after the commencement of this paragraph, or
    - (b) which was made before, but which has been assigned after, that commencement.
  - (4) The new occupier must, as soon as reasonably practicable, notify the owner of the completion of the sale and assignment of the agreement.
  - (5) The new occupier is required to pay the owner a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.
  - (6) Except to the extent mentioned in sub-paragraph (5), the owner may not require any payment to be made (whether to the owner or otherwise) in connection with the sale of the mobile home and the assignment of the agreement to the new occupier.
  - (7) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier or the new occupier in connection with—
    - (a) the sale of the mobile home and assignment of the agreement;
    - (b) the payment of commission by virtue of sub-paragraph (5).
- 7B(1) Where the agreement is not a new agreement, the occupier is entitled to sell the mobile home and assign the agreement without the approval of the owner if—
  - (a) the occupier serves on the owner a notice (a “notice of proposed sale”) that the occupier proposes to sell the mobile home, and assign the agreement, to the person named in the notice (the “proposed occupier”), and
  - (b) the first or second condition is satisfied.
- (2) The first condition is that, within the period of 21 days beginning with the date on which the owner received the notice of proposed sale (“the 21-day period”), the occupier does not receive a notice from the owner that the owner has applied to a tribunal for an order preventing the occupier from selling the

mobile home, and assigning the agreement, to the proposed occupier (a “refusal order”).

- (3) The second condition is that—
    - (a) within the 21-day period—
      - (i) the owner applies to a tribunal for a refusal order, and
      - (ii) the occupier receives a notice of the application from the owner, and
    - (b) the tribunal rejects the application.
  - (4) If the owner applies to a tribunal for a refusal order within the 21-day period but the occupier does not receive notice of the application from the owner within that period—
    - (a) the application is to be treated as not having been made, and
    - (b) the first condition is accordingly to be treated as satisfied.
  - (5) A notice of proposed sale must include such information as may be prescribed in regulations made by the Secretary of State.
  - (6) A notice of proposed sale or notice of an application for a refusal order—
    - (a) must be in writing, and
    - (b) may be served by post.
  - (7) An application for a refusal order may be made only on one or more of the grounds prescribed in regulations made by the Secretary of State; and a notice of an application for a refusal order must specify the ground or grounds on which the application is made.
  - (8) The person to whom the mobile home is sold (“the new occupier”) is required to pay the owner a commission on the sale of the mobile home at a rate not exceeding such rate as may be prescribed by regulations made by the Secretary of State.
  - (9) Except to the extent mentioned in sub-paragraph (8), the owner may not require any payment to be made (whether to the owner or otherwise) in connection with the sale of the mobile home and the assignment of the agreement.
  - (10) The Secretary of State may by regulations prescribe procedural requirements to be complied with by the owner, the occupier, a proposed occupier or the new occupier in connection with—
    - (a) the sale of the mobile home and assignment of the agreement;
    - (b) the payment of commission by virtue of sub-paragraph (8).
19. It will particularly be identified that a clear distinction is drawn between what are termed “new agreements” and other agreements. “New

agreements” are defined above. It follows that agreements which do not meet that criteria are not “new agreements”.

20. The most significant distinction is that paragraph 7B which provides the ability of a site owner to apply for a refusal order, applies to such agreements as are not “new agreements”.
21. The date of commencement of the provisions was (as Mr Loveridge broadly suggested and Mr Hillyard helpfully checked) back in Spring 2013 pursuant to the Mobile Homes Act 2013 and any relevant regulations. Hence any agreement since then is a “new agreement”.

### **The Hearing**

22. The hearing was conducted as video proceedings. The parties were remote. Judge Dobson sat at Havant Justice Centre. Regional Surveyor Coupe was sitting at Cheltenham Magistrates Court and Tribunal Centre.
23. Mr Loveridge of the Applicants attended. There was no attendance by Mrs Loveridge. Mr Hillyard attended for the Estate.
24. Mr Loveridge informed the Tribunal that the Agreement was entered into on 2<sup>nd</sup> August 2019 and as a new agreement, the Property being purchased new. Mr Hillyard did not disagree. Hence the above reference to those details of the Agreement.
25. The Tribunal raised with Mr Loveridge the matters discussed below- whether the Agreement was one to which the ability to apply for a refusal order arose and, in any event, whether there was any live notice to which the application was a response.
26. Mr Loveridge was concerned as to what would happen if the proposed purchaser became the pitch occupier and parked a vehicle on the Park which breached the site rules. The Tribunal touches on that below insofar as it can in these circumstances.
27. Mr Hillyard was unhappy that the Applicants were charging what he termed ground rent, but the Tribunal perceives to be pitch fees- it matters notwithstanding having objected to the sale. However, the Applicants will continue to be entitled to those from the occupier of the Pitch at any given time.
28. The Tribunal explained at the end of the hearing the outcome of the application but also that a written decision would be provided. It was identified that should be within 48 hours, although that would mean in advance of 3pm on Saturday 16<sup>th</sup> May 2026, effectively leaving only 15<sup>th</sup> May as a working day.
29. The parties were advised that the Decision might be issued on Monday 18<sup>th</sup> May 2026 in practice but earlier if practicable.

## **Consideration**

30. There was no issue between the parties that the application had been made within 21 days of the Applicants receiving notice of the proposed sale, if that was the correct description for the document sent to the Applicants on behalf of the Respondent at that time. It will be assumed so for the purpose of this Decision.
31. The Tribunal was not in possession of that document, despite the content of the 13<sup>th</sup> May 2026 Directions. The Respondent had replied stating that the document was with the estate agent handling the sale. However, it is not the role of the Tribunal to seek documents but rather of a party to obtain any relevant documents from third parties and to supply them. It is of course right to say that the 13<sup>th</sup> May 2026 Directions asked the parties to provide documents which they possessed, expecting the parties to possess them, and did not specifically extend to such of the documents as the parties could also obtain. However, the purpose of the Directions was clear. The Applicants did not respond to those Directions at all. It necessarily follows that they did not provide any further documents.
32. That was on both sides somewhat unhelpful.
33. The Tribunal surmised that the age of the proposed purchaser may have been stated and it may have been stated that the proposed purchaser planned to park a vehicle on the Park. That stems from the nature of the Applicants' grounds for a refusal order.
34. In any event, a notice of the proposed sale is the document which must be provided to the site owner in respect of the sale of a park home which is not the subject of a "new agreement". There is no provision for such a specific document where the park home has been occupied under a "new agreement"- see further below.
35. However, it was also common ground that the notice, if it was such, had been withdrawn. It was not therefore live.
36. The Tribunal determines that an application for a refusal order is for an order in respect of the sale notified where the notice remains live and the Respondent wishes to proceed to sell pursuant to it. Once such a notice is withdrawn, there will not be a sale pursuant to it and so there is no need for an order refusing such a sale.
37. That would have been the end of the matter in any event, the Tribunal determined.
38. It merits adding that the Respondent was proposing to proceed with a sale to the same proposed purchaser but in slightly, but of significance, different circumstances. The Tribunal could not, however, have considered the question of a refusal order in relation to any new notice. No application in relation to any such new notice was before it.

39. If it were relevant, the Applicants would need to issue a new application on the basis of a new notice of proposed sale challenging a sale on the contents of that- and if relevant, their accuracy.
40. However, there is an even more fundamental issue with the application, alluded to above in the section of this Decision which sets out the relevant law above.
41. It is explained above that it was established at the hearing that it is common ground as between the parties that the agreement for occupation of the Pitch was, as mentioned above, entered into in August 2019. Further, that it was not assigned from any previous occupier.
42. That was useful. Nevertheless, it was also the case that neither side produced a copy of the Agreement notwithstanding the 13<sup>th</sup> May 2026 Directions. The Respondent's position was expressed the same as for the earlier notice of proposed sale and the Applicant had again simply not responded at all.
43. That was also unhelpful.
44. Notwithstanding that and on the footing that the parties agreed the Agreement date, the Tribunal determines that the Agreement is therefore a "new agreement".
45. Hence, the situation falls into paragraphs (2) to (6) of the Schedule. In particular, the approval of the owner is not needed and there is no process for application to the Tribunal.
46. It follows that none of the matters within paragraph 7B arise- they do not apply to this Agreement.
47. In light of the above, it was not necessary for the Tribunal to explore whether the Applicants had notified the Respondent of the application to the Tribunal in addition to and separate from its letter stating that it intended to apply, as noted in the 13<sup>th</sup> May 2026 Directions. The Respondent had, in his further witness statement, stated not.
48. If the agreement had not been a "new agreement" and so the Tribunal had jurisdiction to determine the Applicants' application, the Tribunal would have been required to consider whether statutory requirements had been met. As the power to make a refusal order does not exist in respect of a "new agreement", the procedural requirements in relation to such an order are of no consequence here.
49. It equally follows that there was no jurisdiction for the Tribunal to make any findings of fact or determinations about the specific circumstances of the proposed purchaser.
50. The Tribunal briefly explained that if the Applicants consider in due course that the proposed purchaser is in breach of any of the site rules, the Applicants will be entitled to apply to the Tribunal at that time. The Tribunal

will then need to determine the matter. That is all the more reason for the Tribunal to say no more about any such matters now.

51. It also follows that the Respondent did not need to give a notice of proposed sale as termed in paragraph 7B as such, although was obliged to inform the Applicants of the sale and in particular the sale price on which the Applicants' commission is calculated.

### **Decision**

52. The inevitable and necessary consequence of the Tribunal lacking jurisdiction is that the application must be dismissed.

### **Costs and fees**

53. There was no application for costs or fees, so there is nothing to say about that potential matter. If there had been, at first blush the outcome of that would have flowed from the substantive one.

### **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 by email at [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk)
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.

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.