



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

**Case Reference** : **MAN/32UH/PHI/2024/0605-0610**

**Property** : **Pitches at Bay Willow Road, Lakeshore, Burton Waters, Lincoln**

**Applicants** : **George William Jefford and Sally Ann Jefford**

**Respondents** : **(1) Stephen Holmes and Yvonne Holmes  
(2) Deveril Winston Lindsay and Julia Isabell Vipond  
(3) Stephen Owen and Ruth Mary Owen  
(4) Sandra Chard  
(5) Terry John Lucas and Cindy May Lucas  
(6) Elaine Freeman**

**Type of Application** : **Determination of new pitch fee: Mobile Homes Act 1983 Schedule 1, chapter 2, paragraph 16**

**Tribunal** : **Tribunal Judge A M Davies  
Tribunal Member N Swain FRICS**

**Date of Decision** : **11<sup>th</sup> June 2026**

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**DECISION**

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1. The pitch fee payable by each of the Respondents from 1 October 2024 to the following effective review is as shown against their names in the attached annex.

**REASONS**

1. On 31 August 2024 the Applicants served notice of increase of pitch fees on the Respondents occupying pitches at their park known as Lakeshore, Burton Waters near Lincoln. The notices, served under the provisions of the Mobile Homes Act 1983,

proposed an increase in all the pitch fees in line with the Consumer Prices Index (CPI) with effect from 1 October 2024. The notices were served late. For each Respondent the relevant CPI increase was 4%, being the increase in the 12 months to January 2024.

2. The Respondents did not agree to the increase and have continued to pay their pitch fees in the sums payable prior to 1 October 2024.
3. On 23 December 2024 the Applicants applied to the tribunal for a determination of the disputed pitch fee payable by each of the Respondents. The applications have been consolidated.

## THE LAW

4. Agreements between site owners and residents, including increases in pitch fees, are regulated by Schedule 1 to the Mobile Homes Act 1983 (the “Implied Terms”). Pitch fees may be reviewed not more often than once a year, either by agreement between the site owner and the park home owner or in the absence of agreement if the tribunal decides that it is reasonable to increase the pitch fee, and if so by how much. The starting point is a presumption that the site owner may increase the pitch fees by a percentage which is equivalent to the change in the Consumer Prices Index (CPI) in the 12 months prior to service of a review notice. However this presumption can be set aside.
5. Paragraphs 18 and 20 of the Implied Terms govern pitch fee reviews and the matters to be taken into account if a pitch fee increase is not to reflect simply any increase or decrease in the CPI in the previous 12 months. So far as relevant they read:  
*“18(1) when determining the amount of the new pitch fee particular regard shall be had to*
  - (a) any sums expended by the Owner since the last review date on improvements;*
  - (i) which are for the benefit of the occupiers of mobile homes on the protected site;.....*
  - (aa) any deterioration in the condition, and any decrease in the amenity of the site or any adjoining land since [2014] (insofar as regard has not previously been*

*had to that deterioration or decrease for the purposes of this subparagraph);.....*

- 20 (A1) *Unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the [CPI].*
6. How the Tribunal is to determine what might constitute an “unreasonable” change in the pitch fee was considered by the Upper Tribunal in *Vyse v Wyldecrest Parks (Management) Ltd* [2017] UKUT 24 (LC). Her Honour Judge Alice Robinson stated at paragraph 23 of her judgement “*The overarching consideration is whether the [Tribunal] considers it reasonable for the pitch fee to be changed; it is that condition .... which must be satisfied before any increase may be made (other than one which is agreed). It follows that if there are weighty factors not referred to in paragraph 18(1) which nonetheless cause the [Tribunal] to consider it reasonable for the pitch fee to be changed, the presumption in paragraph 20(1) ... may be displaced.*” She continued at paragraph 50: “*This [factor] must be a factor to which considerable weight attaches .... Of course, it is not possible to be prescriptive as to precisely how much weight must be attached to an “other factor” before it outweighs the presumption in favour of [CPI] .... What is required is that the decision maker recognises that the “other factor” must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole.*”
7. In *Britanniacrest Limited v Bamborough* [2016] UKUT 0144 (LC) the Upper Tribunal confirmed at paragraph 31 “*...The fundamental point to be noted is that an increase or decrease by reference to RPI is only a presumption; it is neither an entitlement nor a maximum, and in some cases it will only be a starting point of the determination.*”
8. At paragraph 23 of her judgement in *Teignbridge District Council v Clark* [2024] UKUT 00279 (LC) Upper Tribunal Judge Elizabeth Cooke said “*The statute requires the FTT to have particular regard to “any deterioration in the condition, and any decrease in the amenity, of the site”. It says nothing about causation. The*

*focus is on what the occupier is paying for; it will be recalled that the pitch fee is defined (paragraph 29 of the Schedule ..... ) as payment “for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance”. Amenity is obviously relevant to what one pays for a site, whatever the reason why it is as is it.” She added at paragraph 26 of the judgement: “the statute says nothing about causation. That means, I accept, that the statute places the financial consequences of externalities – whether weather conditions ..... or any other cause of a deterioration in the site – on the site owner rather than the occupiers. That is hardly surprising, and certainly not irrational.”*

## HISTORY OF THE PARK

9. Lakeshore forms part of the Burton Waters marina village which has been constructed since 1999. Sales of park homes at Lakeshore began in 2015 and the last sale took place in 2021. There are 29 pitches in all.
10. The sales brochure described Lakeshore as “*Surrounded by beautiful Lincolnshire fenland....., Lakeshore is a 20-acre residential site on the banks of a private lake. It even boasts a small private island, accessible to residents only, via a small footbridge.*” There is a minimum age of 55 for residents.
11. The park was owned and developed by Arbor Living Limited. In November 2022 Arbor Living granted the Applicants a 950 year lease of the park.
12. The pitch fees originally agreed between residents and Arbor Living remained unchanged until reviewed by Arbor Living with effect from 1 April 2022. The residents of 25 pitches, including all the current Respondents, objected to the increased fee. Following an application by Arbor Living, the tribunal determined that increased pitch fees were payable from 1 April 2022 in the sums set out in the Pitch Fee Review Notices. The issues raised by the respondents in that case were found not to justify any variation from the presumption that the previous 12 months’ rate of inflation (at that time measured by the Retail Prices Index) should be applied.
13. Having secured a lease of the park, the Applicants sought to apply a pitch fee review to take effect on 1 August 2023. The present Respondents and a Mr and Mrs

Fellingham objected. On 3 July 2024 the Applicants' application for determination of the pitch fees was dismissed by the tribunal for lack of jurisdiction, the application having been submitted out of time. The Respondents' pitch fees have continued at the rate determined with effect from 1 April 2022.

#### THE INSPECTION

14. The Tribunal visited the park on the morning of the hearing, and inspected it in the presence of Ms Freeman and Mr Holmes representing the Respondents, and the Applicants with their counsel Ms Gardiner and solicitors.
15. The Tribunal noted that the park is well maintained and attractive. The park homes are sited along a single road, with two sets of vehicular and pedestrian gates, one of which was not in operation at the relevant date (1<sup>st</sup> October 2024). The Tribunal inspected all areas referred to by the Respondents as giving them cause for concern, such as discoloured curbstones, poorly maintained private drives, untrimmed hedges etc. The Tribunal also visited the grass bank above the flood meadow and the lake, noting the means of access to a path alongside the lake and to the bridge leading to the island. At the time of the inspection the weather was clear and there had been no very heavy recent rainfall.

#### THE HEARING

16. The hearing took place at Grimsby Magistrates Court. Since this is over one hour's drive from the park, the Respondents, represented by Ms Freeman (who was assisted by Mr Holmes) attended by video link. The Applicants and their lawyers were present in person. This arrangement was set up in advance and although not ideal it was acceptable to all parties.
17. Some of the Respondents are members of the Qualifying Residents' Association on the park. Ms Freeman is its chairman and was authorised by all the Respondents to present their case, which was the same for each Respondent.
18. The Tribunal had a comprehensive hearing bundle. The Sales Brochure containing the description of the park cited at paragraph 10 above was illegible in the Tribunal's electronic copy and Ms Freeman supplied an original to the Tribunal prior to the hearing. Although this document was undated, the Applicants accepted

that it, or something very similar to it, was made available by Arbor Living to buyers prior to their decision to move on to the park.

## THE RESPONDENTS' OBJECTIONS

19. The Respondents' issues on occasion strayed beyond the remit of the Tribunal, which was (1) whether any deterioration in the park or loss of amenity had taken place at the park between 1 April 2022 and the pitch fee review date 1 October 2024, and (2) whether as at 1 October 2024 there were any other factors of sufficient weight to justify departing from the statutory assumption that a 4% increase would be applied to the pitch fees. In summarising the Respondents' case, the Tribunal seeks to remove references to post-October 2024 events.
  
20. **The second gate:** Arbor Living's plan was to create adjacent vehicular and pedestrian gates at both the entrance and the exit to the site. In 2022 the exit gate was not in place. At that time there were spoil heaps nearby and HERAS fencing was blocking the exit road in order to provide some security. The respondents at that time complained that provision of the exit gate was unreasonably delayed, and that the fencing was unsightly and sometimes blew down. By October 2024 the vehicular gate and adjoining pedestrian gate were in place, but there was no electricity supply to the mechanism and the vehicular gate was not in operation – it was permanently closed.
  
21. The Respondents said firstly that the continuing delay was unacceptable, partly because the park should have the use of a second gate in case of emergencies, and secondly that the roadway leading to the gate was used occasionally to park the cars of residents' visitors contrary to the park rules.
  
22. In response, Ms Gardiner for the Applicants said that they had received only one report of cars being parked on the park road, and that they had taken steps to enforce the park rules at that time. She explained that under the agreement between the Applicants and Arbor Living (which retained possession of the adjoining property) Arbor Living were solely responsible for provision of the second gate, and that the Applicants themselves could not address the issue.

23. The Tribunal finds that the delay in provision of the second gate is not a deterioration in the park or decrease in amenity, since there had never been a working gate to provide an exit for vehicles or for use in an emergency. The gate which had been erected was an improvement on the HERAS fencing. The Respondents were not able to provide any evidence, photographic or otherwise, regarding use of the area to park cars. No dates were provided, it was unclear for how long the cars had been present on each occasion, and the Tribunal had no evidence of reports of these incidents to the Applicants. The issues surrounding the exit gate do not represent a deterioration in the site and are not sufficient to justify any variation in the presumption of a CPI increase in the pitch fee.
24. **Flooding of the island and meadow**: Ms Freeman for the Respondents explained that the island and the meadow at the southern end of the lake are subject to flooding every year. She said that bullrushes and willows along the water's edge grow up and block the residents' view of the lake, and also that when they are trimmed or cut down "leaving a dreadful mess" the debris left in the water tends to block the outlet pipe, delaying the drying of the meadow.
25. Ms Gardiner pointed out that this flooding has happened each year since the park was opened and is not therefore a deterioration in the amenity of the site. The Applicants confirmed that their contractors maintain the lakeside by managing the rushes and willow, subject to the area being a wetland wildlife habitat.
26. The Tribunal agrees that neither the flooding nor the way the lakeshore is maintained are new phenomena and moreover finds that they do not directly affect any of the pitches at the park. They are not matters which are capable of affecting the pitch fee.
27. In connection with flooding, at the inspection and hearing Ms Freeman sought to raise an issue regarding flooding of pitches 7, 9 and possibly 11, at the southern end of the park. However this had not been included in the Respondent's Statement of Case, no evidence was supplied, and the occupiers of those pitches were not among the Respondents. This issue was therefore not considered by the Tribunal.

28. **The entrance gate:** The Respondents claimed that the mechanism for automatic opening and closing of the vehicular entrance gate broke down “all the time” so that on occasion the gate had to be left open. In relation to the pedestrian gate at the entrance they said that the gas operated strut had been too powerful, and had not only been difficult for residents to manage but had on one occasion caused an injury.
29. The Applicants said that they were only aware of one failure of the gate, and that had occurred in 2025. They had received no report of any injury, but the overly stiff strut at the pedestrian gate had been reported and removed in 2025.
30. Ms Freeman was unable to give dates or details as to when, during the relevant period, the entrance gate had been out of operation. She confirmed that the residents had access to a manual over-ride by which the gate could be opened and closed. The hearing bundle contained no reports to the Applicants regarding failure of the gates. This issue was therefore not one which could affect the amount of the pitch fee.
31. **Trees, leaves, hedges, pest control:** The Respondents claimed that a maintenance schedule which had been agreed with the Applicants represented a 50% reduction in maintenance work on the park and consequent saving to the Applicants, which should be passed back via the pitch fee. Other savings, they said, had been made by minimising tree maintenance and reducing the visits of a pest control company. Ms Freeman referred to a photinia hedge which she said was diseased but which was not being effectively treated, and to the outsides of hedges which formed pitch boundaries, which she said the Applicants should keep trimmed. She said that management of the hedges was “hit and miss” and that the trees were “out of control”.
32. The Applicants said that the park was maintained as agreed with the Residents’ Association subject to weather and seasonal conditions. They claimed that it is kept clean and tidy and that there has been no decrease in amenity. The reduction in visits by pest control was recommended by the pest control officer himself.
33. Subject to its findings below regarding the lakeside path and the island, the Tribunal found the park to be well maintained and had no reason to believe that it was not

maintained in a similar manner between April 2022 and October 2024. The photographs provided by the Respondents do not, in the Tribunal's view, indicate any general deterioration in the common parts of the park or any loss of amenity.

34. **Communications**: The Respondents said that communications with the Applicants were not as easy to manage as their communications had been with Arbor Living which had a presence on site and in the surrounding areas. They confirmed that the Applicants attend quarterly meetings with the Residents' Association but Ms Freeman said that the Applicants did not spend much time on site or listen to all her representations. The residents were not initially supplied with email and telephone details for the Applicants, but only with their postal address in Essex.
35. The Applicants confirmed their quarterly visits and also explained that their contractors, Moore Contracting Limited, are local and can attend the park quickly when required. There had never been a site manager on the park. The Arbor Living sales representative had attended there until the last park home was sold in February 2021. They also confirmed that they responded appropriately to emails, letters and telephone calls, and they denied that there had been any decrease in the level of communications with residents on the park.
36. The Tribunal has seen no evidence of failures of communication affecting the residents' enjoyment of the park. No general deterioration in communications was proved by the Respondents.
37. **Site management**: In addition to the claim that there had been a site manager on the park prior to November 2022, the Respondents referred to a number of matters which they said should have been managed better by the Applicants. They wanted the site rules to be more strictly enforced, especially in relation to the maintenance and appearance of individual pitches. Ms Freeman pointed out some vegetation and white marks on driveways as the Tribunal inspected the park.
38. The Tribunal saw no signs that the park was not managed effectively, or that there had been any deterioration in the standard of management of the built part of the site between April 2022 and October 2024. The Tribunal has seen no evidence supporting Ms Freeman's belief that the Applicants should trim the road-facing

sides of the hedges which form pitch boundaries. During their inspection, the Tribunal did not see any poor maintenance of pitches which would justify intervention by the Applicants.

39. **The Island:** On inspection by the Tribunal the island was seen to be difficult to access. The grass bank from the built part of the park to the water's edge is high and steep. There are no steps down to the path alongside the lake. The path itself is of grass and narrow. The lake is bordered by rushes and low willow growth which is managed seasonally by the Applicant's contractors. Where the grass path meets the end of the bridge, there are no steps up from the water's edge to allow access on to the bridge. Access involves walking up a steep gradient on grass which may often be slippery. There are no railings. The bridge is a plain concrete structure wide enough to take a vehicle but with no side rails. The Tribunal did not attempt to cross on to the island.
40. At the southern end of the lake alongside the park there is a low meadow which the Tribunal was told floods in wet weather and drains slowly through a "small pipe".
41. The Respondents say that they were led to believe that they would have free access to the island and a lakeside path. This belief was reinforced during discussions with Arbor Living in 2018 when plans were drawn up for ponds and paths to be created on the island, the area of which is included in the "20 acres" described in the sales brochure. Proposals for the island were put forward by the Residents' Association. Arbor Living commissioned plans from landscape architects and some work was done to dig out two ponds. However Ms Freeman said that the project was bound to fail because specialist contractors were not used, and Arbor Living did not continue the work. This was the position in 2022.
42. At the hearing on 9 January 2023, the Tribunal was told by counsel for the Applicants that Lakeshore was a "development project". The decision of that date records the information provided to the tribunal as "*the development and completion of the park was making progress, although not as fast as the Respondents had wished.*" The inference, accepted by the Tribunal at the time, was that plans for the lakeside path, meadow and island would be continuing. The delay seemed to be accounted for partly by the recent pandemic and partly by a loss of

interest on the part of Arbor Living as they prepared to transfer the site to the Applicants. On the basis of the representations made at the time, the tribunal made no determination regarding the island and lakeside issues, the delay in the work being, in itself, insufficient to displace the statutory presumption of an inflation-based increase in pitch fee. No previous determination having been made, the relevant period over which this issue is now to be considered is from the opening of the park in 2015 to October 2024.

43. The Applicants' response is that the island has never been accessible to the residents and therefore there has been no decrease in amenity caused by the failure to develop access to it as had at one time been considered. They say that they maintain the island by controlling vegetation, and that they have not inherited from Arbor Living any obligation to do more than that. The strong inference is that the Applicants do not intend to provide any safe means of access to the island, that they do not intend to encourage residents to go there, and that they have no plans to improve the lakeside path or to facilitate use of or visits to the natural area between the built part of the park and the lake.

44. Further, Ms Gardiner pointed out that it would not be appropriate for the Tribunal, in these proceedings, to make a decision regarding any alleged misrepresentation or the extent to which, in contract law, the Applicant may be bound by express or implied agreements made between the residents and Arbor Living. The Tribunal agrees and does not make any such decision. It is, however, required to take into account all circumstances capable of affecting the pitch fee, which includes an assessment of the amenities now available to the Respondents as against the intended amenities by reference to which their pitch fees were originally fixed and agreed. This is not an assessment of any deterioration at the park, but recognition of another weighty factor which it would be unreasonable to ignore.

## CONCLUSION

45. The Tribunal finds that the park is well maintained and that almost all of the Respondent's complaints are unproven and/or not sufficiently serious as to affect the pitch fees.

46. It is reasonable for the Respondents' pitch fees to be increased with effect from 1 October 2024.

47. There has been a change in plans for development of the park since their park homes were sold to the Respondents. This change, which effectively reduces the acreage of the park available to the residents for their use, enjoyment and amenity is sufficiently serious as to represent a "weighty factor" to be set against the presumption that the pitch fee increase will reflect CPI changes in the relevant period. The lack of site development as promised leads to the conclusion that it would be unreasonable to apply a CPI increase of 4%.

48. Loss of the promised safe access to and use of the meadow, the banks of the lake and the island represents in the opinion of the Tribunal 50% of the statutory CPI increase, which is therefore reduced to 2%.

#### ANNEX

Pitch number	Respondent	Monthly pitch fee to 30 September 2024	Monthly pitch fee from 1 October 2024	
			£	£
8	Sandra Chard	166.19	169.51	
14	Elaine Freeman	166.19	169.51	
17	Mr and Mrs Lucas	166.19	169.51	
18	Mr Lindsay and Ms Vipond	202.13	206.17	
20	Mr and Mrs Owen	202.13	206.17	
29	Mr and Mrs Holmes	202.13	206.17	