



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

Case Reference	:	(1) HAV/00HE/PHI/2025/0806 & CHI/15UC/PHI/2023/0566 (2) HAV/00HE/PHI/2025/0807
Property	:	(1) 25 Truro Heights, Kenwyn Hill, Truro, Cornwall, TR1 3FB (2) 64 Truro Heights, Kenwyn Hill, Truro, Cornwall, TR1 3FB.
Applicant	:	Turners Regency Parks Limited.
Respondent	:	(1) Ian Hurley & Penny Hope (25) (2) David Rowarth & Karen Rowarth (64).
Type of Application	:	Review of Pitch Fees Mobile Homes Act 1983 (as amended) (the MHA).
Tribunal Members	:	Judge C A Rai Mr M C Woodrow MRICS.
Date type and venue of Hearing	:	10 June 2026 Face to Face The Court House, Tremorvah Wood Lane, Mitchell Hill, Truro, TR1 1HZ.
Date of Decision	:	19 June 2026

DECISION

1. The Tribunal determines that the monthly pitch fee for 25 Truro Heights from:-
 - a. 1 April 2023 is £176.05
 - b. 1 April 2025 is £181.33.
2. The Tribunal determines that the monthly pitch fee for 64 Truro Heights from 1 April 2025 is £192.05.
3. The reasons for the Tribunal's decision are set out below.

Background

4. The Applicant is the owner of the park known as Truro Heights, Kenwyn Hill, Truro, Cornwall, TR1 3FB (the Park).
5. This decision determines three separate applications made by the Applicant to the Tribunal, two relating to 25 Truro Heights and one relating to 64 Truro Heights.
6. A differently constituted tribunal previously decided the 2023 application, relating to 25 Truro Heights on 6 May 2024. It decided that the pitch fee should be increased to £176.05 from 1 April 2023. That decision was successfully appealed by Applicant (1) and set aside by the Upper Tribunal because the Upper Tribunal accepted Mr Hurley's evidence that he had not received any documentation from the tribunal by post and had not seen the emails sent only to him (not to Ms Hope) because these were automatically diverted to his junk folder.
7. The Upper Tribunal set aside the Tribunal's decision and remitted the 2023 application to the FTT for further consideration, by the same or a different panel. That further consideration was not undertaken until now.
8. On 26 June 2025 the Applicant sent two separate applications to the Tribunal seeking a determination of the proposed pitch fee increase for both pitches (25 and 64) on 1 April 2025.
9. A Case Management and Conciliation Hearing was held remotely and attended by or on behalf of the parties following which Regional Judge Whitney directed that the two applications be heard together with further consideration of the outstanding application (for 2023) relating to pitch 25. In directions, dated 7 April 2026, he set out the timetable for the exchange of statements, documents and the preparation of the hearing bundle prior to a face to face hearing.
10. Subsequently, Respondent (1) made a case management application requesting a private hearing, which was rejected; both parties made applications for the proceedings to be struck out when the Applicant submitted the hearing bundles 5 days after the due date. The Tribunal rejected both those applications.
11. Prior to the hearing the Tribunal received two bundles comprising 158 (pitch 25) and 130 pages (pitch 64) respectively. Any references in this decision to numbers in square brackets are to the numbered pages of those bundles.
12. This decision does not refer to everything said during the hearing. The Tribunal seeks to provide adequate, clear, appropriate and concise reasons which focus upon the controversial issues raised by the Respondent. There is no requirement for the Tribunal to identify or refer to all the evidence it heard and relied upon in reaching this decision. The Tribunal should provide reasons which are proportionate to the

significance and complexity of the issues decided. The reasons therefore address the key issues and disputed evidence.

The Hearing

13. This was attended by David Floyd, (Area Manager – Cornwall) and Rebecca Peachey (Group Manager) for the Applicant and all four Respondents. Mr Hurley and Mr Rowarth presented their respective cases, and Mr Floyd was assisted by Ms Peachey in presenting the Applicant’s case.
14. It was established that Mr Hurley and Ms Hope had refused to agree to any increase in their pitch fee since 23 May 2017 (the date of their written statement). Until now they have always paid the same monthly pitch fee of £159.97.
15. Mr and Mrs Rowarth had agreed some increases to their pitch fee since the date of their agreement (30 September 2013). They currently pay a monthly pitch fee of £186.46, agreed in 2023.
16. The Tribunal explained that its jurisdiction to determine the application and referred the parties to paragraphs 20 and 18 of Chapter 2 to Schedule 1 of the MHA.
17. It was accepted that the Respondent has not challenged the validity of the procedure undertaken by the Applicant in notifying them of the proposed increase in the pitch fee in 2025.
18. The Respondent confirmed that it understood that any proposed increase in pitch fee could only be implemented by the Applicant if the Respondent agreed, or if the Tribunal confirmed the increase. Both Mr Hurley and Ms Hope and Mr and Mrs Rowarth are aware that by refusing to agree to proposed pitch fee increases, they avoided becoming liable to pay the increase.
19. The Tribunal asked the parties to explain why they have refused to accept the proposed increase in 2025, which reflects the increase in Consumer Prices Index (CPI) in the 12 months preceding the date of the notice of increase. It reminded the parties that for the statutory presumption that a pitch fee will change in line with the change in the CPI index to be rebutted, the Respondent needed to provide evidence within the parameters of paragraph 18 of Chapter 2 to Schedule 1 of the MHA.
20. The Respondent repeated the reasons set out in their respective written statements and submissions.
21. Mr Hurley referred in particular to unpleasant smells emanating from the drains and flooding and general deterioration and a lack of maintenance. He said that there is also an issue with water pressure, which he suggested is a consequence of further development of the Park. He acknowledged that steps were taken by the Applicant to address the issues with the diminution in water pressure but said that the wrong steps were taken. Whilst accepting that he was not an expert he placed

reliance on the opinion of another resident on the Park who he described as a retired builder. He also suggested that his right to quiet enjoyment of his home had been compromised by noise emanating from the gravelled car park now located next to his pitch. He also complained about the brightness of an adjacent streetlight.

22. Mr Rowarth complained about the services on the Park provided by the Applicant. He considered that he had the right to receive a full explanation of how the pitch fees collected by the Applicant from Park residents are spent. He said that he expected that the entirety of pitch fees collected from occupiers of pitches in the Park should be used to benefit its occupiers. He complained about the costs of replacing and re-siting the Park office and the installation of a new Park Home on the original site of the office, which he described as “an eyesore”.
23. Mr Rowarth was also critical of the Applicant’s administration stating that he had not received prompt responses to his written reasons for refusing to accept the pitch fee increase. He suggested that he was for the most part ignored. He also complained that he had not received information he had requested about a pitch fee freeze from the former general manager.
24. Mr Rowarth was also very unhappy with the length of time that it had taken the Applicant to replace a boundary fence damaged during winter storms.
25. The Applicant said that there are 76 pitches on the Park. The occupiers of three pitches, including the two occupied by the Respondent disagreed with the proposed pitch fee increase in 2025. The third occupier has subsequently agreed to the increase. Whilst acknowledging that it had taken several weeks to replace and repair boundary fencing damaged during the winter storms, the Applicant explained that prevailing weather conditions at the time led to it receiving and taking advice to delay undertaking the repairs until weather conditions improved.
26. Mr Floyd told the Tribunal he believed that, for the most part, the residents are happy with the condition of the Park and the services provided. Mr Floyd said that he attends the Park one day a week and that an open meeting with residents is scheduled to take place next week.
27. Mr Hurley disagreed with Mr Floyd. He told the Tribunal that he is a former chair of the Residents Association and that Mr Rowarth is the current treasurer. He suggested that two thirds of the occupiers of pitches are members, but the number of members, which exceeds the number of pitches, reflects that many homes have more than one member.
28. The Respondent referred to a petition recently sent to the Applicant by some occupiers but did not agree with the Applicant whether that might be construed as evidence of “unhappiness” amongst residents. Mr Hurley said that he had not instigated the petition.

29. The Applicant told the Tribunal it does not accept that the petition reflected a majority view and said that some occupiers has already withdrawn their signatures, which suggested to it that they had not understood the content when asked to sign it. Both parties accepted that such matters should be resolved by discussion between them and at the scheduled open meeting, not before the Tribunal.
30. At the end of the hearing the Tribunal indicated to the Respondent that it was not convinced that any of its oral and written submissions would be sufficient to rebut the presumption that the pitch fees should be increased as proposed by the Applicant.
31. It expressed its preliminary view that none of the matters to which the Respondent had referred are matters within paragraph 18(1) of Chapter 2 to the Schedule to the MHA.
32. The Tribunal confirmed that it would inspect the Park after the hearing stating that it would not speak to any of the occupiers or accept any submissions of evidence from any party during that visit. It also confirmed that it would not visit the Respondent's homes.

The Inspection

33. The Tribunal inspected the Park after the conclusion of the Hearing. It found that the Park attractive and tidy. The park home located on the site of the old office at the entrance to the Park is a new home currently without a "skirt" constructed between the floor of the home and the hardstanding beneath it. Therefore, the props and structure beneath the home are visible from the adjacent road although not from the car park in front of the Park noticeboard, where the plot is shielded by a low wall.
34. At the date of its inspection the roads within the Park all appeared well maintained; plastic buckets of road salt are located at the rear of each visitor parking area. The car park adjacent to the relocated site office was tidy. The Tribunal were able to identify new fencing on the boundary between pitch 64 and the adjacent road.

The Law

35. The MHA applies to any agreement under which an occupier is entitled to station a mobile home, on land forming part of a protected site, and to occupy the home as his only or main residence.
36. Agreements which the Act applies incorporate standard terms implied by the Act. Those that apply to protected sites in England are now contained in Chapter 2 of Part 1 of the Schedule to the Act. The terms which regulate increases in pitch fees are in paragraphs 16 to 20.

37. The pitch fee can only be changed in two ways in accordance with paragraph 17:-
- a.** with the agreement of the occupier of the pitch, or
 - b.** if the Tribunal, on the application of the owner or occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee. (Paragraph 16)
38. A review of the pitch fee may be undertaken annually by the park owner on the review date (Paragraph 17(1)).
39. The owner must serve a written notice on the occupier of each pitch setting out its proposals in respect of the new pitch fee. That notice must be sent at least 28 clear days before the review date.
40. If the pitch fee review notice is served before the review date and the pitch fee is agreed by the occupier, it will be payable from the review date.
41. If the occupier does not agree the proposed increase, the owner can apply to the tribunal for an order determining the amount of the new pitch fee, which will be determined in accordance with paragraph 16(b).
42. The occupier will continue to pay the current pitch fee until such time as the new pitch fee is agreed by the occupier or an order is made. The new pitch fee will be payable from the review date, but the occupier will not be treated as being in arrears until the 28th day after the date on which the new pitch fee is either agreed or the tribunal makes an order determining it.
43. The written notice will be of “no effect unless it is accompanied by a document which complies with paragraph 25A”.
44. Paragraph 25A provides that the notice must
- a.** be in the form now prescribed by The Mobile Homes (Pitch Fees) (Prescribed Form)(England) Regulations SI 2023/620,
 - b.** specify the percentage change in the CPI used to calculate the review,
 - c.** explain the effect of paragraph 17,
 - d.** specify the matters to which the new pitch fee is attributable,
 - e.** refer to the occupiers obligations in paragraph 21 (c) to (e) and the owners obligations in paragraphs 22(c) and (d), and
 - f.** refer to the owners obligations in paragraphs 22(e) and (f) as glossed by paragraphs 24 and 25 (this relates to consultation about improvements with owners and any qualifying residents association)
45. The starting point for the Tribunal’s when considering what order, it should make is Paragraph 20 of Chapter 2 of the Schedule to the MHA. That provides that, unless this would be unreasonable, having regard to paragraph 18(1), there is a presumption that a pitch fee will increase, or

decrease, by a percentage which is no more than any percentage change in CPI, by reference to the latest index and the index published for the month which was twelve months before that to which the latest index relates.

46. Paragraph 18(1) provides that when determining the amount of the new pitch fee particular regard shall be had various matters. Those which are relevant to the Respondent's submissions in these proceedings are in subparagraphs (aa) and (ab) and are:-

(aa) Any deterioration in the condition, and any decrease in the amenity of the site or any adjoining land which is occupied or controlled by the owner

(ab) Any reduction in the services that the owner supplies to the site, pitch or mobile home and any deterioration in the quality of those services

since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease, or reduction or deterioration in quality for the purposes of both subparagraphs).

47. Case law has decided that matters (in paragraph 18) to which regard shall be had must be "weighty matters".

Reasons for the decision

48. The starting point for a change in pitch fees is the presumption that a change in line with the change in CPI over the relevant preceding 12 month period is reasonable.
49. In order to rebut that presumption, the Respondent must persuade the Tribunal to displace the presumption and determine a different increase because it is unreasonable to apply the presumption.

Pitch 25

50. The current pitch fee payable is £159.97 which has not changed since May 2017. Another tribunal determined that that the pitch fee should be increased in 2024. The Applicant does not agree. He says that his water pressure is unsatisfactory. He says that he has to contend with unpleasant drainage smells. He confirmed that there has been dialogue with the Applicant and that efforts have been made to try to address the complaints and concerns he has identified. However, he has submitted that the noise from vehicles using a car park next to his home interfere with his right to quiet enjoyment. He has also complained about the brightness of the streetlights. His evidence was not clear as to the duration of the alleged issues identified and if these have consistently interfered with his occupation of his home.

51. The Tribunal has considered the evidence provided by Mr Hurley and Ms Hope both in their written submissions and at the hearing. It has also taken into account the submissions made by the Applicant.
52. It has not identified any evidence provided as a matter which would displace the presumption that the pitch fee be increased in line with the increase in CPI. None of the evidence put forward demonstrates a decrease in the amenity of the site or land adjacent to it or a deterioration of the services provided by the Applicant.
53. The Tribunal does not accept that noise from vehicles parking on the gravel surface of the car park next to pitch 25 is likely to cause a level of noise and disturbance which might or could interfere with the Respondent's "quiet enjoyment" of Pitch 25. It is not satisfied that the brightness of the streetlights would interfere with the Applicant's enjoyment of his home. Furthermore, the evidence before it is that the Applicant is prepared to make adjustments by using less powerful light bulbs.
54. The Tribunal agrees with the reasons why the other tribunal decided to confirm the increase proposed by the Applicant for 2023. At that time the increase proposed was 10.5%, which was 75% of the increase in RPI for the twelve months prior to the review. (The relevant index then applicable was RPI). That tribunal acknowledged that the Applicant had sought a lower increase than it might have done in reliance on the statutory presumption. The Applicant had itself decided that it was unreasonable to rely upon the presumption in paragraph 20. Whilst at that time the Respondent had no opportunity to object, the Tribunal has found that the reasons he has now provided do not justify a rebuttal of the presumption. The Applicant had already made a concession in favour of the Respondent by proposing a lower increase than that to which it was entitled, in reliance on the presumption in paragraph 20.
55. The Tribunal therefore determines that the pitch fee payable from 1 April 2023 for Pitch 25 is £ 176.05 per month.
56. For the same reasons as those given above, the Tribunal finds that it has not received any evidence which would cause it to rebut the presumption in paragraph 20 of Chapter 2 to Schedule 1 of the MHA with regard to the 2025 increase. The to the new pitch fee the Tribunal has determined for 2023 (£176.05) should be increased by the relevant percentage increase in CPI for the 12 months preceding the pitch fee review date
57. The Tribunal has not identified anything in the written and oral evidence provided by Mr Hurley and Ms Hope which would constitute a matter within paragraph 18(1) and displace the statutory presumption regarding the percentage pitch fee increase proposed by the Applicant in 2025.
58. The applicable CPI percentage increase identified by the Applicant in the 2025 pitch fee review notice is 3% [100] which is the percentage by which the pitch fee determined for 2023 shall be increased.

59. The Tribunal determines that the pitch fee payable from 1 April 2025, for Pitch 25 is £181.33 per month.

Plot 64

60. Mr Rowarth submitted that he is entitled to know what the pitch fees collected by the Applicant are spent on. He does not accept that he receives adequate services from the Applicant, which in his view would justify an annual increase in pitch fees. He suggests, although he did not supply evidence with supported this, that the level of services on the park have decreased.
61. Much of Mr Rowarth's complaint related to damage to his home and garden which occurred during the winter storms which damaged many homes and gardens in the local area. His boundary fence, which is also a boundary of the Park and which screens the adjacent road, was damaged and he said that the repairs were deliberately delayed by the Applicant until the weather improved.
62. Mr Rowarth said that previously the Applicant had a hardship scheme which offered assistance to occupiers by freezing pitch fees for a defined period in return for an agreement to pay a higher percentage of the value of the home to the Applicant on a subsequent transfer. He said he had expressed an interest in the scheme but was never provided with any follow up information.
63. The Applicant told the Tribunal that no such current scheme is in place although it could not comment on past offers.
64. Mr Rowarth also complained about the street lighting stating that there are dark spots around the Park [42].
65. Whilst the Tribunal was not convinced that the Applicant has not tried to communicate with Mr Rowarth, it concluded that any lack of communication with Mr and Mrs Rowarth would be insufficient to displace the presumption that the Applicant is entitled to an annual increase in pitch fees in line with the increase in CPI.
66. It also noted that Mr Rowarth's views about the lighting are contradictory to those expressed by Mr Hurley, which was the view expressed by the Applicant in its response to his reasons for not agreeing to the increase [44].
67. On inspecting the Park, the Tribunal found that it is well maintained. It does not agree with the Respondent that the new park home located behind the notice boards at the entrance to the pitch is an "eyesore".
68. Mr and Mrs Rowarth's reluctance to acknowledge that the Applicant's use of pitch fee income has no relevance to the Applicant entitlement to an annual increase and is not a valid ground for their refusing to agree to the change in the pitch fee.

69. The Tribunal has not identified anything in the written and oral evidence provided by Mr and Mrs Rowarth which would constitute a matter within paragraph 18(1) and displace the statutory presumption regarding the pitch fee increase proposed by the Applicant in 2025.
70. The Tribunal determines that the pitch fee payable from 1 April 2025 for Pitch 64 is £192.05 per month.

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.