



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

Case Reference: CAM/00KB/PHC/2025/0002

**Property: 2 Radwell Court, Felmersham Road, Radwell,
Bedfordshire, MK43 7HQ**

Applicant: Turner Britannia Parks Limited

Representative: Mr Povey (Sales Ledger Manager)

Respondent: Mr Aldo Valerio and Mrs Silvana Valerio

**Type of Application: Application under the Mobile Homes Act 1983
("the 1983 Act"), Section 4 – to determine any question arising
under the 1983 Act or an agreement to which it applies**

**Tribunal members: Tribunal Judge Granby (Chair), Tribunal
Member Mr Ayres**

Date of Decision: 22 June 2026

Date of Hearing: 11 May 2026

DECISION

Introduction

1. This is an application under s.4 of the Mobile Homes Act 1983 ("the 1983 Act").
2. The Applicant is the owner and operator of a park homes site known as Radwell Court, Felmersham Road, Bedford, MK43 7HQ ("the Park").
3. The Respondents hold a pitch on the Park, pitch 2 having been assigned that pitch on 20 September 2022.

4. The Respondents has not paid pitch fees or utility charges since taking the assignment.
5. The Applicant initiated this application by way of form PH3 dated 26 August 2025 seeking an instruction that the Respondents remove their home from the Park on the basis of none payment of fees.
6. The Tribunal wrote to the Applicants noting that the Tribunal has no power to order the removal of a park home for none payment of pitch fees or utilities. Such a claim must be made in the County Court.
7. The Applicant then applied by way of form Order 1 to substitute a new section 5 to the application for a determination that the Respondents are in breach of Section 21 (a) and (b) of their agreement with the Applicants (these sections relate to the payment of pitch fees and utilities) and must within a reasonable time pay the sums due.
8. The Tribunal allowed this substitution and gave Directions dated 9 December 2025 which provided for the Applicant to produce a statement of case and file evidence.
9. Time was extended and the Applicant produced a bundle (paginated 1 – 164 but actually slightly longer because of inserts paginated alphabetically) and a “Applicant’s Statement in Support and Witness Statement” dated 6 March 2026 running to 8 pages.
10. This statement, supported by correspondence included in the bundle broadens the issues somewhat and, in addition to the pitch fees and utility charges seeks determinations that the Respondents had breached the terms (implied or express) of their agreement with the Applicants by allowing their daughter (and her children) to live with them for a period and the parking of multiple vehicles including a commercial vehicle (a small transit type van) and an unroadworthy vehicle (a BMW with a broken front window). The Applicant sought directions that the Respondents pay the outstanding sums and remove any commercial

vehicle from the Park and ensure that any vehicles on the Park comply with the Park Rules issued by the Respondent (“the Park Rules”) (which, if a statutory process is followed, which is not disputed, are incorporated into the agreement between the parties).

11. The Respondents did not file any material but the First Respondent attended the hearing and accepted that everything the Applicant said was true. Mr Povey confirmed his statement to the Tribunal and answered a number of questions from the Tribunal, the First Respondent was given the opportunity to ask questions of Mr Povey and declined on the basis everything said was true.
12. If it is necessary to allow an amendment to the application to include the matters set out in the Applicant’s statement then it is granted – the Respondents have had an opportunity to respond and (crucially) accept that what is claimed is true. It is reasonable, proportionate and, in the circumstances, fair for the Tribunal to deal with all the issues raised at the hearing.

Submissions

13. On behalf of the Applicant Mr Povey confirmed his statement in support/ witness statement and sought the determinations set out therein.
14. The First Respondent accepted the Applicant’s complaints but submitted that the breaches (other than financial) had been remedied and made a proposal to pay £300 per month (which would be the pitch fee plus £44.35, it is unclear to the Tribunal if this would lead to an increase or reduction in the arrears as the utility charges range from £120.59 to £416.01 per quarter). The First Respondent also submitted that other people had more vehicles on the Park than was permitted.

Jurisdiction

15. Section 4(1) of the Mobile Homes Act 1983 (“the 1983 Act”) confers jurisdiction on the Tribunal:

to determine any question arising under the 1983 Act or any agreement to which it applies; and
to entertain any proceedings brought under the 1983 Act or any such agreement.

16. Subject only to limited exceptions contained in sub-sections (2) to (6) concerning the termination of agreements (which is reserved to the court) and arbitration, section 4(1) therefore gives the Tribunal the very broad power to determine “any question” and to entertain “any proceedings” arising under the 1983 Act or under any agreement to which it applies. Any agreement in that context means those between the Site Owner and Pitch Occupier related to occupation of a pitch.

17. The Tribunal’s powers under section 4 of the 1983 Act are enhanced by provisions introduced into the Housing Act 2004 by the Transfer of Tribunal Functions (Mobile Homes Act 2013 and Miscellaneous Amendments) Order 2014.

18. Section 231A, Housing Act 2004 now provides as follows:

“231A. Additional powers of First-tier Tribunal and Upper Tribunal

The First-tier Tribunal and Upper Tribunal exercising any jurisdiction conferred by or under the Caravan Sites and Control of Development Act 1960, the Mobile Homes Act 1983, the Housing Act 1985 or this Act has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2).

The tribunal’s general power 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.

When exercising jurisdiction under this Act, the directions which may be given include

(3A) [Directions under the Caravan Sites and Control of Development Act 1960]

(4) When exercising jurisdiction under the Mobile Homes Act 1983, the directions which may be given by the tribunal under its general power include (where appropriate –

(a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;

- (b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be 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”

19. At paragraph 38 of *Wyldecrest v Santer* [2018] UKUT 0030 (LC) the Upper Tribunal (per the Deputy President) observed:

“The language of section 4 of the 1983 Act is very broad, and the powers conferred by section 231A of the 2004 Act are extensive and expressed in general terms. It should therefore be taken that (with the exception of disputes over termination) the proper forum for the resolution of contractual disputes between park home owners and the owners of protected sites in England is the FTT.

20. In *Elleray v Bourne* [2018] UKUT 0003 (LC) the Upper Tribunal discussed the scope of the two material provisions, saying this:

“Despite the apparent breadth of section 4, a power to determine questions or entertain proceedings is not the same as a power to grant specific remedies. The FTT has no inherent jurisdiction and may only make such orders or grant such remedies as Parliament has given it specific powers to make or grant. Although it is rather strangely described as part of a “general power” to “give directions”, in section 231A(4)(a) of the Housing Act 2004 Parliament has given the FTT a specific power to require the payment of money by one party to the proceedings to another. Such “directions” may be given where the FTT considers it necessary or desirable for securing “the just, expeditious and economical disposal of the proceeding.” The use of the word “directions” in this context might give the impression that section 231A(2) is concerned only with procedural matters. It is clear from section 231A(4), however, that the power to give directions is a power to make substantive orders, including for the payment of money, the carrying out of works, and the provision of services.”

21. In *Away Resorts Limited v Morgan* [2018] UKUT 0123 (LC) the Deputy President summarised powers under section 231A:

“34. A variety of directions which the FTT may give under the “general power” conferred by section 231A, Housing Act 2004, are listed in sub-section (4). They include a broad power to order the payment of money by one party to another “by way of compensation, damages or otherwise” (sub-section (4)(a)) and a specific power to direct the payment or repayment of pitch fees (sub-section (4)(b)). They also include a general power to require works in connection with a mobile home, a pitch or a protected site to be undertaken (sub-section (4)(c)). The power to give such directions is analogous to the power of a court to grant a mandatory injunction ordering a party to carry out work. The obvious difference is that the FTT lacks the powers of enforcement of a court, so that in the event that its order is not complied with it is necessary for the party in whose favour the order has been made to seek the assistance of the court.”

22. The Tribunal accordingly considers that it has jurisdiction to determine if the Respondents are in breach of an express or implied term of their agreement with the Applicants and to determine if the Respondents are in breach of any Site Rule and to give directions akin to an injunction (although not directly enforceable as such), inter alia, for compliance with those terms or rules.

Issues

Pitch fee

23. At the time the Applicant filed its evidence the Respondents were £9,770.56 in arrears in respect of pitch fees, the Respondents accept no payments have ever been made for pitch fees and identify the difficulties of living on a pension (the First Respondent is also self-employed) and rising costs. The statement of account includes the payment of £255.65

due on 1 March 2026, since then it is common ground that same sum will have become due (and not been paid) on 1 April and 1 May 2026 – the sum due for pitch fees is accordingly £10,281.86.

Utilities

24. The statement of account for utilities showed an account balance of £2,396.25 as of the statement date of 24 February 2026. This amount is accepted by the Respondents. It is also common ground that a further quarters utility charges (which the Tribunal understands to be water charges) will have fallen due although Mr Povey did not have the exact figure to hand.
25. The Tribunal accordingly determines that the sum due for utilities is £2,396.25 plus any further sum lawfully demanded since the last demand of 14 January 2026.
26. The Applicant appears to have obtained judgement in default for some of the sums due to it, for the avoidance of doubt nothing in the Decision creates an obligation for the Respondent's to pay twice.

Occupancy

27. Rule 12 of the Park Rules provide that no person under the age of 50 years may reside in a park home (with the exception of the park warden).
28. The Applicant complains that the Respondents daughter and her family (including children) were living with the Respondents on the Park.
29. The Respondents accept their daughter and her family (including children) lived with them for about 4 months in 2025. The First Respondent stated that his daughter had not had accommodation so the family had stayed with the Respondents.

30. The Site Rules do not prohibit overnight guests and a guest may not be residing at a property even if they are physically present for some time. However in light of the Respondents admission the Tribunal does not need to consider the point further.
31. The Tribunal determines that the Respondents breached Rule 12 of the Park Rules by virtue of children residing with them.
32. The Tribunal adds that it was also common ground that there was at least no evidence that this breach had not been remedied as submitted by the Respondents (the First Respondent submitting that his daughter and her family had moved out and Mr Povey accepting that he had no evidence to the contrary).

Parking

33. The following Park Rules are engaged by this complaint:

20. You must not park more than 2 vehicles on the park

21. You must not park anywhere except in permitted parking spaces within the Park

22. Your allocated parking spaces(s) must not be used to park commercial vehicles of any sort, including light commercial or light goods vehicles with the exception of commercial vehicles operated by the Park Owner and Park Warden

....

24. You must hold a current driving license and be insured to drive any vehicle you bring onto the park. You must also ensure that any vehicle you drive or keep on the park is taxed in accordance with the requirements of the law and is in a roadworthy condition.

25. Disused or unroadworthy vehicles must not be kept anywhere on the park. We reserve the right to remove any vehicle which is apparently abandoned

Commercial Vehicle

34. The bundle provided by the Applicant contains a number of photos of a small transit type van (registration number YX16YZD) parked on the Park. The First Respondent accepts that this van is his and was parked on the Park but states that it is now parked on the road outside the Park although it was brought onto the Park over the weekend as a wingmirror had been clipped and the First Respondent feared the other wing mirror would be damaged.
35. The First Respondent accepted that parking this van on the Park breached the Park Rules. Mr Povey submitted that the breach was continuing on the basis that the vehicle was (or very recently had been) back on the Park.
36. The Tribunal is satisfied that Rule 22 has been breached by the First Respondent parking his van on the Park. This rule is breached whenever a commercial vehicle is brought onto the Park.

Multiple vehicles / unroadworthy vehicles

37. The Applicant complains that there were more than two vehicles parked by the Respondents (or, it is inferred, others residing with them- as to which see the occupancy section of this decision) of which one was unroadworthy.
38. Mr Povey could not provide an actual number complained of beyond that it was more than two which was admitted by the First Respondent albeit he also said that the complaints were of some age. The unroadworthy vehicle was a BMW (registration number SW55 BZL) with a broken driver side window.
39. There may be some scope for debate as to the scope of Rules 24 and 25 – for example where a resident has broken down, is towed home and keeps the car on the Park pending prompt repairs but in light of the admissions made the Tribunal determines: That the BMW with the

broken window breached Park Rules 24 and 25 and this breach was present on at least 2 May 2023.

40. In respect of the complaint of more than two vehicles the Tribunal determines (based on the First Respondent's concession) that Park Rule 20 was breached by more than 2 vehicles being parked on the Park.

Directions

41. In respect of the pitch fees and utility charges determined above the Tribunal orders them to be paid within 28 days.
42. The Tribunal has noted the First Respondents submissions (albeit unsupported by evidence) that the Respondents are of modest means and propose to pay £300 per month from 1 July 2026.
43. It seems to the Tribunal that its task is to determine what is due in the manner of a judgement rather than to impose a payment plan, in any event for the reasons given earlier in this decision it is unclear that a payment of £300 per month would decrease the sums due to the Applicant.
44. This decision is not intended to fetter the discretion the County Court would have to order payment in instalments if considered it appropriate to do so or to exercise any discretion it may have, whether procedural or substantive, in respect of a possession claim. This paragraph is not intended to suggest how any such discretion should be exercised.
45. The Tribunal directs that any commercial vehicle in the control of the Respondents be removed from the Park forthwith and that any vehicle brought onto the Park by the Respondents comply with Park Rules 20-22 and 24-25.

Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpeastern@justice.gov.uk .

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.

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.