



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

**Case Reference** : **CAM/12UE/PH1/2025/0692**

**Site** : **Yarwell Mill Country Park, Mill Road, Yarwell,  
Peterborough PE8 6PS**

**Applicant** : **Yarwell Estates Limited**  
**Representative** : **Apps Legal Limited & Michael Mullin of Counsel**

**Respondents** : **Occupiers of the Park Homes at Annex 1**

**Type of application** : **To determine:  
A new level of pitch fee (Paragraph 16 (b)  
Chapter 2 of Schedule 1 Mobile Homes Act 1983)**

**Tribunal** : **Judge JR Morris  
Ms M Hardman FRICS IRRV**

**Date of Applications** : **16 June 2025**  
**Date of Directions** : **13 October 2025 amended 8 December 2025**  
**Date of Hearing** : **21 April 2026**  
**Date of Decision** : **28 May 2026**

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**DECISION**

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**CORRECTION CERTIFICATE**

The Tribunal exercises its powers under Rule 50 to correct a clerical mistake or other accidental slip or omission in its Decision dated 28 May 2026.

The Decision is corrected as follows:

Paragraphs 1 and 103: should read “the Tribunal confirms the proposed new pitch fees to take effect on the Review Date of 1 April 2025” **not** “the Tribunal confirms the proposed new pitch fees to take effect on the Review Date of 1 March 2025”.

Paragraph 2: should read “the current pitch fees which were last reviewed on 1 March 2023” **not** “the current pitch fees which were last reviewed on 1 April 2023”

The correction is shown in bold in this corrected decision.

This correction was made on **8 June 2026**

**Judge J R Morris**

## **Decision**

1. The Tribunal determined that an increase in line with inflation was reasonable and that this should be in accordance with the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983. Therefore, the Tribunal confirms the proposed new pitch fees to take effect on the Review Date of 1 **April** 2025 are as follows:
  1. To replace a current pitch fee of £250.00 per month a pitch fee of £256.25 per month was proposed, an increase of £6.25.
  2. To replace a current pitch fee of £274.82 per month a pitch fee of £281.69 per month was proposed, an increase of £7.35.
  3. To replace a current pitch fee of £278.35 per month a pitch fee of £285.31 per month was proposed, an increase of £6.96.
  4. To replace a current pitch fee of £281.00 per month a pitch fee of £288.03 per month was proposed, an increase of £7.02.
  5. To replace a current pitch fee of £281.69 per month a pitch fee of £288.73 per month was proposed, an increase of £7.04.
  6. To replace a current pitch fee of £294.06 per month a pitch fee of £301.41 per month was proposed, an increase of £7.35.
  7. To replace a current pitch fee of £301.41 per month a pitch fee of £308.95 per month was proposed, an increase of £7.54.
  8. To replace a current pitch fee of £316.11 per month a pitch fee of £324.01 per month was proposed, an increase of £7.90.
  9. To replace a current pitch fee of £324.02 per month a pitch fee of £332.12 per month was proposed, an increase of £8.10.
  10. To replace a current pitch fee of £335.01 per month a pitch fee of £343.39 per month was proposed, an increase of £8.38.
  11. To replace a current pitch fee of £343.39 per month a pitch fee of £351.97 per month was proposed, an increase of £8.58.

## **Reasons**

### **Introduction**

2. The Applicant by a Notice in the prescribed form under paragraph 25A (1) of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983, dated 18 February 2025, proposed a new pitch fee. The increase was calculated based on an increase in the Consumer Price Index (CPI) of 2.5% as the percentage increase in the CPI over 12 months by reference to the CPI published for December 2024. The CPI is applicable to this proposed increase as the Pitch Fee Review Form was served after 2 July 2023, before which date the Retail Price Index (RPI) applied to pitch fee increases. The Tribunal noted that there were, across the 86 Respondents, 11 different pitch fees. Applying the proposed 2.5% increase to the current pitch fees

which were last reviewed on 1 **March** 2023, the proposed pitch fee increases from the review date of 1 April 2025, were as follows:

1. To replace a current pitch fee of £250.00 per month a pitch fee of £256.25 per month was proposed, an increase of £6.25.
  2. To replace a current pitch fee of £274.82 per month a pitch fee of £281.69 per month was proposed, an increase of £7.35.
  3. To replace a current pitch fee of £278.35 per month a pitch fee of £285.31 per month was proposed, an increase of £6.96.
  4. To replace a current pitch fee of £281.00 per month a pitch fee of £288.03 per month was proposed, an increase of £7.02.
  5. To replace a current pitch fee of £281.69 per month a pitch fee of £288.73 per month was proposed, an increase of £7.04.
  6. To replace a current pitch fee of £294.06 per month a pitch fee of £301.41 per month was proposed, an increase of £7.35.
  7. To replace a current pitch fee of £301.41 per month a pitch fee of £308.95 per month was proposed, an increase of £7.54.
  8. To replace a current pitch fee of £316.11 per month a pitch fee of £324.01 per month was proposed, an increase of £7.90.
  9. To replace a current pitch fee of £324.02 per month a pitch fee of £332.12 per month was proposed, an increase of £8.10.
  10. To replace a current pitch fee of £335.01 per month a pitch fee of £343.39 per month was proposed, an increase of £8.38.
  11. To replace a current pitch fee of £343.39 per month a pitch fee of £351.97 per month was proposed, an increase of £8.58.
3. The Respondents did not agree to the proposed pitch fee increase. Therefore, the Applicant applied to the Tribunal on 16 June 2025 for a determination of the pitch fees payable by the Respondents. 95 individual applications were made to the Tribunal for the determination of a new level of pitch fee from 1 April 2025. 5 Respondents agreed to the pitch fee review and applications were made to withdraw those applications. The Tribunal has consented to their withdrawal. 90 applications remain live.
4. The following 4 Respondents have not responded at all:  
Mr and Mrs Crowson of 7 Mill Lane  
Mr and Mrs Vineall of 24 Mill Lane  
Mr and Mrs Wilkinson of 25 Waters View  
Mr and Mrs Smith of 44 Waters View  
Mr and Mrs Stacey of 3 Meadowside Way, represented by Mr Begley, have not signed the Reply Form. It has been signed by another resident. No explanation has been provided as to why either Mr or Mrs Stacey have been unable to sign the form.
5. Mr. Begley in his documentation seems to suggest that the qualifying resident's association (QRA) is the Respondent. This is incorrect. The Respondents are the individual homeowners and they are the people who the applications have been brought against. The QRA does not have any legal personality and so cannot represent them as per *Wyldecrest Parks Management Ltd v Susan Kram and Others* [2025] UKUT375 (LC). Mr. Begley can do so and represents either 70 or 71 individual Respondents.

6. Mr Begley provided a list of 77 occupiers whom he said he represented. This list included the names of the 6 occupiers, 5 of whom are:  
June Burkett of 19 Mill Lane  
Joy and Ray Pendry of 26 Mill Lane,  
Angela Brennan of 33 Mill Lane  
John and Rosemary Bullyment of 21 Marina Terrace  
Lisa and Andrew Miller of 1 Meadowside Way  
These occupiers are not Respondents to any application brought by the Applicant for the determination of a new level of pitch fee. The sixth occupier, Mrs Holmyard of 43 Waters View, was a Respondent but has since agreed the pitch fee review and the application against them withdrawn with the consent of the Tribunal on 18 November 2025. No application to reinstate the application has been made.
7. Mr. Hoffman and Mrs. Fletcher represent 15 Respondents. In their statement of case they say that they represent 16. This includes Mr McNeil of 2 Quayside. No application was made against Mr McNeil. It was agreed that Mr. McNeil should not be on the list.
8. Directions were issued on 13 October 2025 and amended on 8 December 2025 to allow the Respondents additional time to comply.
9. The Respondents presented their objection to the increase in two groups, each group appointing a representative from their number. Mr Begley represented one group (Group 1) and Mr Hoffman the other (Group 2). Mr Begley's group is supported by the Yarwell Mill Country Park Residents Association which is a Qualifying Residents' Association. The two groups are set out in Appendix 1.
10. Each Group of Respondents provided written representations setting out the grounds for their objection by each representative. The Applicant's solicitor, Ms Apps, had provided a written reply to each Groups' representations. At the hearing Mr Begley and Mr Hoffman confirmed their written representations and made oral submissions. The Applicant was represented by Mr Michael Mullin of Counsel who confirmed Ms Apps's written representations and made oral submissions.
11. At the time of the hearing the following Respondents had not agreed the pitch fee, were not members of either group represented by Mr Begley or Mr Hoffman and had not made any representations regarding the proposed increase in pitch fee:  
Mr and Mrs Crowson of 7 Mill Lane  
Mr and Mrs Vineall of 24 Mill Lane  
Mr and Mrs Wilkinson of 25 Waters View  
Mr and Mrs Smith of 44 Waters View

## **The Law**

12. The Law is as set out in Appendix 3 to this Decision and Reasons. In summary this is that a site owner may review the pitch fee in accordance with the statutory amended implied terms of the written statement of agreement between a site owner and a mobile home owner. Paragraphs 16 and 17 of the implied terms provide that if on reviewing the pitch fee the mobile home owners do not agree the amount then the site owner must apply to a tribunal to determine a fee.

13. Paragraph 20 states that when a tribunal is determining the amount of a new pitch fee it should apply a rebuttable presumption (“the presumption”) that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the Consumer Prices Index (CPI).
14. Paragraph 18 states that in applying the presumption regard must be had to several matters. Those relevant to these proceedings are under paragraph 18(1) (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 and under 18(1) (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 26<sup>th</sup> May 2013.
15. Paragraph 20 goes on to make general proviso that the presumption should apply unless this would be unreasonable. In *Vyse v Wyldecrest Limited* [2017] UKUT 24 (LC) Judge Robinson said at paragraph 45:  
“the factors which may displace the presumption are not limited to those set out in paragraph 18(1) but may include other factors ...”  
which it was said at paragraph 50:  
“must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole.” These are often referred to as “weighty factors.”

## **Site Inspection**

16. The Tribunal inspected the Site in the presence of Mr Michael Mullin of Counsel representing the Applicant, Ms Apps of Apps Legal (Solicitors to the Applicant), Mr Michael Annis (Sole Director of the Applicant) and Mr David Clayden, (Site Manager). Also present was Mr Philip Begley representing Group 1, Mr Hoffman representing Group 2 of the Respondents and several Mobile Home Owners.
17. Yarwell Mill Country Park (the Park) was described by the Applicant as an area of 23.44 hectares (57.93 acres). There is a protected site under the Mobile Homes Act 1985 (the Site), a fishing lake, extensive camping and touring fields currently set out for 12 month touring caravans with electric hook-ups (20 in number) and a collection of informal moorings for narrow boats (36 in number) let on annual licences which stretch around the Park to both sides of Yarwell Lock set within the Park. The moorings and touring area are serviced from an amenity block with shower, toilets and laundry facilities. The Park also comprises a detached listed period farmhouse which has been divided in two with part converted to form the central site sales and reception and administration office and the rest forms residential accommodation which is undergoing refurbishment. Close to the house and entrance to the Park there is a collection of period and more modern farm outbuildings which have a planning consent for conversion to 3 shops and a café. The buildings are under development and will convert to a central leisure hub. Nearby there is a café in a separate building. The Applicant also has riparian maintenance obligations with the Environment Agency given the River Nene flows through the Park.
18. The Park is bounded by the River Nene at its southern end. On the west side of the Park there is a mill stream, which flows into the River Nene, running north to south. There is a rough road to the north of the Site and a pathway with a bridge over the

mill stream. A fence marks the north boundary to the Site. To the east is land owned by the Site Owner. In the middle of the Site is a lake around which is the Site.

19. At the entrance to the Site there is a Site Office and visitor car park. There is also a large compound containing a modern barn, building materials and plant. This is also used to store caravans and motor homes owned by Site mobile home owners.
20. The mobile homes on the Site are laid out along the bank of the Mill Stream and around the Lake on Site Roads. The Site Roads are as follows:
  - Mill Lane runs south to north on the west side of the mill stream. The mobile homes at the northern end back on to the mill stream.
  - Waters View runs south to north on the east side of the mill stream. There are mobile homes on both sides of the road, those on the west side have pitches with gardens backing onto the mill stream and those on the east side at the south end have pitches with gardens backing onto the Lake. At the north end, Waters View provides access to the Site Roads: Quayside, Park Avenue and Marina Terrace.
  - Quayside, Park Avenue and Marina Terrace run parallel to each other, west to east, at the north end of the Site. There are some pitches at the far eastern end that are on adjacent land and not part of the Site. Marina Terrace backs onto the northern boundary fence where a ditch had been filled and a hedge removed as noted from the pictures and topography. The mobile homes on the south side of Quayside have gardens that back onto the lake. Also off Quayside are Lakeside Walk and Meadowside Way.
  - Lakeside Walk and Meadowside Way run north to south from Quayside. The Park Homes on the west side of Lakeside Walk have gardens that back onto the Lake. The pitches along Meadowside Way are under construction. The east side of Meadowside Way is not currently within the Site and there are temporary markers showing the eastern extent of the Site.
21. The Site is low lying and there are 9 pumping stations around the Site to deal with sewage and waste water.
22. The Tribunal walked along Mill Lane, Lakeside Walk, Meadowside Way and Quayside.

### **The Hearing**

23. The Hearing was attended by Mr Michael Mullin of Counsel representing the Applicant and Mr Philip Begley and Mr William Hoffman and Mrs Fletcher representing Groups 1 and 2 of the Respondents respectively.
24. Also present was Mr Michael Annis (Sole Director of the Applicant), Ms Apps of Apps Legal, Solicitors to the Applicant, Mr David Clayden, Site Manager and a number of mobile home owners, some, if not all, of whom were Respondents.
25. Ms App's provided a Statement of Case which was based on and supported by two witness statements made Mr Annis and two by Mr Clayden. Hereafter in these Reasons the reference made to statements and submissions by the Applicant

includes the confirmation of Ms Apps's written representations, the witness statements and further oral submissions made by Mr Mullin at the hearing.

26. The Tribunal dealt with each of the Groups separately there being only one common objection which was that of grass cutting. The written representations made by Mr Begley (Group 1) identified the following grounds as amounting to a deterioration in condition, loss of amenity or a weighty factor which rebutted the presumption in paragraph 20. Each was considered in turn during the Hearing.  
Ground 1 Withdrawal of the Grass Cutting Service and the Green Waste removal Service  
Ground 2 Withdrawal of Motor home Storage Facility  
Ground 3 Restrictive and Anticompetitive Practices
27. The written representations made by Mr Hoffman and Mrs Fletcher (Group 2) identified the following grounds as amounting to a deterioration in condition or loss of amenity or a weighty factor which rebutted the presumption in paragraph 20. Each was considered in turn during the Hearing.  
Ground 1 Site Sewerage and Drainage  
Ground 2 Security Barrier  
Ground 3 Site Office and Reception
28. There are no issues relating to the validity of the late pitch fee review which took effect on 1 April 2025 or in respect of the service of the applications on the Respondents he represents in these proceedings, which the Tribunal is to decide.
29. The overall submission of the Respondents was that there had been a depreciation in the condition and a decrease in the amenity of the Site and that there were other weighty factors which made it unreasonable to apply the presumption. The proposed pitch fee which was calculated on the basis of the presumption gave an increase which was not, in the opinion of the Respondents, justified when the depreciation in the condition, decrease in the amenity and other weighty factors were taken into account.
30. These reasons address in summary form the key issues raised by the application. They do not recite each and every point raised or debated. The Tribunal concentrates on those issues which, in its View, go to the heart of the application. Where the Tribunal finds a particular matter as a fact, it does so on the basis that it is confident that on the available evidence that fact is established or proven on the balance of probabilities.

### **Group 1's Objection to the Proposed Pitch Fee Increase**

#### **Ground 1 - Withdrawal of Grass Cutting Service and Green Waste Removal Service**

##### ***Respondents' Case***

##### ***Withdrawal of Grass Cutting Service***

31. Mr Begley said that the Site is an age-restricted residential site for residents aged 55 years and over, with many in their 70s and 80s with physical limitations. The Site is

on a flood plain, surrounded by the River Nene, three deep lakes, and the Mill Stream. Many homes back directly onto steep, uneven banks, where the ground can be soft and can be hazardous. Grass cutting across open and unfenced areas of pitches had been provided by the Site Owner regularly and consistently since 2016, and was understood to form part of the site's amenity and maintenance, described as a "complimentary service" by former site manager Howard Jones.

32. Mr Begley referred to the written statement of agreement of Mr & Mrs C Roberts of 18 Lakeside Walk (copy provided) who bought home in 2021. Their written statement states :  
"The following services are included in the pitch fee:  
Lawn Mowing of pitch and strimming as needed."
33. Mr Begley submitted that this showed that landscaping of pitches was part of the package used by the Applicant as inducements to secure sales, if not then the Applicant would not freely include such services in the written statement. He said that from 2021 sales and marketing materials issued to incoming residents stated that "each home is fully landscaped". He said that this indicated that grass cutting was included in the pitch fee.
34. Mr Begley went on to say that in 2024, the Site Owner withdrew the grass cutting service entirely, informing residents they would now need to pay £400 per year to maintain the same service previously carried out by the Applicant. This £400 charge demonstrates the material value of the service now withdrawn.
35. In the notice withdrawing the grass cutting service, the Applicant referenced paragraph 21 of the implied terms of the Site's written agreement which states that occupiers must keep pitches in a "clean and tidy condition", and is relying on this as grounds for withdrawing the service unilaterally. However, this clause lacks any specific reference to grass cutting or landscaping duties, nor does it obligate occupiers to cut the grass, which has historically been a responsibility and service carried out by the Applicant. The Site rules, lodged with the local Council in 2019, further clarify the requirements of occupiers in relation to the "condition of the pitch". There is no mention of grass cutting as being the responsibility of the Respondents. The removal of this service also represents a loss of amenity.

#### *Green Waste Removal Service*

36. Mr Begley also said that when the Applicant cut the grass on pitches the green waste created was also removed. Now the Applicant no longer provides this service occupiers are required to pay the local authority £45—£50 per year for a green waste bin to dispose of garden waste previously removed by the Site's maintenance team. On Mill Lane, where access is restricted, council vehicles cannot collect bins directly as confirmed in an email from the Council (copy provided). Elderly residents must drag bins considerable distances or transport them by car, which is physically demanding and unsafe given the age profile of residents, to a central point near the entrance to the Site. Mr Begley referred the Tribunal to the length of Mill Lane which had been seen on the inspection. He said the Site's maintenance team have always and continue to remove the bags containing the general household waste and recyclable waste to the central point but do not take the wheeled bins containing the garden waste.

37. Mr Begley submitted that a previous tribunal decision CAM/12UE/PHC/2025/0001 in relation to an application under section of the Mobile Homes Act 1983 determined that grass cutting and green waste removal did not form an express or implied term. The application did not concern a pitch fee review under Schedule 1 of the Act, nor did it address the effect of a reduction in services or amenity on the level of the pitch fee. Mr Begley submitted that the Tribunal made no findings that prevent occupiers from relying on the withdrawal of a previously provided service when assessing the fairness of a pitch-fee review. Paragraph 18 of Part 1 of Schedule 1 expressly requires the Tribunal, at each review, to take into account “any reduction in the services or facilities provided” and “any deterioration in the condition or amenity of the site”, regardless of whether the service is a contractual obligation.

### ***Applicant’s Reply***

#### *Withdrawal of Grass Cutting Service*

38. The Applicant submitted that the issue had already been determined in the Tribunal’s decision CAM/12UE/PHC/2025/0001 revised under the slip rule dated 21 November 2025, the Tribunal confirmed:

*1. The Tribunal determined that:*

- a) *‘All grass cutting and removal of green garden waste material from unfenced pitches is the responsibility of the Site Owner, the cost of which is included in the pitch fee,’ is not an implied term of the Written Statement of Agreement.*
- b) *Therefore, the cost of this service cannot be in the pitch fee, and the Respondent’s refusal to continue with the service free of charge is not a breach of the Written Statement of Agreement. The grass cutting and ancillary removal of garden waste is a separate agreement outside the Written Statement of Agreement*

39. The Applicant stated that on 24 November 2025 Mr Hoffman made an application for permission to appeal on 11 December 2025 in relation to matter 1 which was refused. In its reasons, the Tribunal included the following at paragraph 9:

*The Tribunal determined that grass cutting and removal of green garden waste material from unfenced pitches is not the responsibility of the Site Owner. Therefore, the cost of this service cannot be in the pitch fee, and the Respondent’s refusal to continue with the service free of charge is not a breach of the Written Statement of Agreement. The grass cutting and ancillary removal of garden waste is a separate agreement outside the Written Statement of Agreement. [60]*

40. At the hearing it was noted that following the decisions in *Stanton v Fury Developments* [2024] UKUT 294 (LC) and *Britaniacrest Limited* [2013] UKUT 0521 (LC) in respect of written statements of agreement under the Mobile Homes Act 1983 the term “services” means utilities and that in this context there has been no failure to provide services relevant to the application of paragraph 18(1)(ab). It was acknowledged that the use of the word “service” in respect of the grass cutting and ancillary removal of garden waste was using the word in its wider sense.

41. The Applicant said that the meaning of “amenity” was explored in *Wyldecrest Parks (Management) Ltd v Whiteley and Ors* [2024] UKUT 55 (LC) where it was held that a green recreational space and a car park are an amenity:

*“An amenity is anything which is a desirable or useful feature or facility of a building or place”. [33].*

*“An amenity can be enjoyed without any right to its preservation, and the decrease of such an amenity would be capable of making a park a less attractive place to live. It is therefore perfectly understandable that the implied terms specify such a decrease as a factor to which consideration should be given, whether or not the decrease is an infringement of a legal right or a contravention of a site licence or planning control” [37]*

42. It was added that grass cutting, where it has been carried out by the site owner, cannot be said to be a desirable or useful feature or facility of a building or place, unlike a car park or a green open space and therefore is not an amenity.

#### *Green Waste Removal Service*

43. The Applicant submitted that the removal of grass cutting on occupiers’ pitches which are unfenced is not a decrease or loss of amenity.

44. Regarding some occupiers having difficulty in manging their pitches and taking the green waste bins to the collection point it was held in *Whiteley*:

*“The personal characteristics of a particular occupier have nothing to do with the pitch and are not part of what the fee is paid for. It would be unreasonable to allow them to influence the amount of the pitch fee. It would also be impractical.” [67]*

45. The Applicant’s position is that none of the statutory considerations in paragraphs 18(1) (aa) and (ab) apply and that there is not a weighty factor to displace the CPI presumption.

46. At the hearing Mr Annis acknowledged that the written statement of agreement of Mr & Mrs C Roberts of 18 Lakeside Walk mentioned grass cutting and this was specific to them.

#### ***Tribunal’s Findings***

47. The Tribunal found that a previous tribunal decision CAM/12UE/PHC/2025/0001 determined that it was not an implied term of the written statement of agreement that the Site Owner should cut the grass of unfenced pitches. As it was not an obligation under the written statement of agreement that tribunal determined that grass cutting of unfenced pitches by the site owner is not included in the pitch fee.

48. The Tribunal found that in that previous decision the removal of green waste was ancillary to the grass cutting and was not a separate activity or service in its broader sense.
49. The Tribunal found that this was supported by the written statement of agreement of Mr & Mrs C Roberts of 18 Lakeside Walk which states that the Site Owner will cut the grass of that pitch. If it had been intended by the parties that grass cutting was included in the written statement of agreement it would have been expressly stated as it was in the agreement of Mr & Mrs Roberts. Therefore the tribunal saw no reason to depart from the determination of the previous tribunal.
50. The Tribunal then considered whether the cessation of the grass cutting and removal of green waste amounted to a loss of amenity. The Tribunal noted the definition of amenity in *Wyldecrest Parks (Management) Ltd v Whiteley and Ors* [2024] UKUT 55 (LC) as *anything which is a desirable or useful feature or facility of a building or place*” and that *“An amenity can be enjoyed without any right to its preservation, and the decrease of such an amenity would be capable of making a park a less attractive place to live”*.
51. In the light of this case the Tribunal found that just because a feature or facility is not mentioned expressly or impliedly in the written statement of agreement it does not mean that it cannot be an amenity. That particular case related to physical feature or facility of a car park and a green recreational area which were found to be amenities. In the present case the Respondents are claiming that a service, in its broader meaning is an amenity.
52. The Tribunal is of the opinion that an “amenity” under paragraph 18 (1) aa) of the terms implied in Part 1 of Schedule 1 to the Mobile Homes Act 2983 is limited to a physical feature or facility and does not extend to an action such as grass cutting or removal of green waste.
53. The Tribunal also found that notwithstanding that the Site is specifically for persons over the age of 55 some of whom may have difficulty in managing the gardens of their pitches it was held in *Wyldecrest Parks (Management) Ltd v Whiteley and Ors* [2024] UKUT 55 (LC) that the personal characteristics of occupiers cannot influence the amount of the pitch fee.
54. Therefore the Tribunal found that the cessation of the grass cutting and green waste removal was not a loss of amenity under paragraph 18 (1) aa) of the terms implied in Part 1 of Schedule 1 to the Mobile Homes Act 2983.

## **Ground 2 - Withdrawal of Motorhome Storage Facility**

### ***Respondents' Case***

55. Mr Begley said that the Site Owner had introduced a charge of £300 + VAT per year for storing a caravan or motorhome in the Site compound which had been available to occupiers for several years at no cost. it was added that the site rules state that motorhomes and caravans are not to be parked on a "pitch or anywhere else on the park for longer than is required to pack and unpack". Therefore they have to be

stored in the Site compound or at some other off Site location. It was submitted that this was a loss of amenity.

### ***Applicant's Reply***

56. In his witness statement Mr Clayden said that only two occupiers Mr and Mrs Markland of 16 Mill Lane, represented by Mr Begley and Mrs Roberts of 31 Waters View represented by Mr Hoffman appear to be effected. He said that when he started there were 5 motorhomes in the compound area 3 of which were of a reasonable standard and two which were not. The motorhomes needed to have MOTs and to be insured to be kept in the compound. In late summer 2025, the Site Owner checked who the motorhomes belonged to and contacted their owners to say a storage fee of £300 plus VAT per year would be introduced. There are now 3 in storage in the compound area, paying the storage fee.
57. The Applicant said that the issue of motorhome storage came before the Tribunal under case reference: CAM/12UE/PHI/2023/0124 as a reason for not agreeing to the pitch fee review. This was in the context of the condition of the compound area where there was motorhome storage. The Tribunal found that motorhome storage was something separate from the 1983 Act agreement and could not rebut the presumption of the inflationary increase. The Applicant submitted that the Respondents are estopped from challenging that conclusion.

### ***Tribunal's Findings***

58. The Tribunal found that a previous tribunal decision case number CAM/12UE/PHI/2023/0124 determined that arrangements for motor home storage are contractual arrangements that fell outside the Written Statement of Agreement. Therefore, they did not relate to the pitch fee and so could not rebut the presumption.

## **Ground 3 - Restrictive and Anti-Competitive Practices**

### ***Respondents' Case***

59. Mr Begley said that the Applicant had increasingly attempted to restrict and control which contractors may enter the Site and often interferes with their work. Occupiers feel under pressure to use contractors approved by the site owner, which often comes at an increased cost. If occupiers don't use approved contractors it is felt that the Applicant applies obstructive practices or interferes in the process in what occupiers believe is retribution.
60. Reference was made to a contractor and an occupier who it was said were discouraged from working on the Site and also to an agreement which some of the Respondents had sought to make with a contractor for the supply of LPG.
61. Mr Begley submitted that when considering a pitch-fee review, Tribunal should interpret the term 'amenity' under Schedule 1, Part 1, Paragraph 18(b) broadly. He said amenity is not limited to formal services expressly provided in the written agreement, but includes the overall conditions of occupation, the practical usability of the home, the accessibility of necessary maintenance services, and the

convenience and freedom residents reasonably expect as part of their living environment. Where the conduct or practices of a site owner materially restrict residents' ability to maintain their homes, reduce choice, increase costs, or otherwise interfere with the conditions under which they occupy their pitch, this constitutes a deterioration in amenity which the Tribunal should take into account when determining the appropriate pitch fee.

### ***Applicant's Reply***

62. The Applicant denied any allegation of "restrictive and anti-competitive practices" and submitted that this is not relevant to the determination of a new level of pitch fee.
63. In his witness statement Mr Annis said that in compliance with Health and Safety at Work legislation, the Site Owner requests occupiers supply evidence that their chosen contractor has the appropriate insurance in place for the works they wish to have done and that a risk and method statement is supplied as is done in respect of the Site Owner's own contractors.
64. In his witness statement Mr Clayden said that he had extensive experience in the construction industry and that the information requested from occupiers and their contractors is to ensure a safe working environment. The information required is a description of the intended work, the name and contact details for the contractor, their public liability insurance and a risk and method statement for the work to be done. Competency, in relation to electricity and gas is measured by recognised qualifications.
65. Mr Clayden said that there was a problem in relation around to 5% and no problem in around 95% of cases.

### ***Tribunal's Findings***

66. The Tribunal found that there was an obligation upon site owners to comply with Health and Safety legislation and the requirements referred to by Mr Annis and Mr Clayden in their statements appeared reasonable. The Tribunal found that the claim that the Site Owner was obstructive in allowing certain contractors to work on the Site or LPG suppliers to deliver to the Site were not matters that came within the determination of the pitch fee.

## **Group 2's Objection to the Proposed Pitch Fee Increase**

### **Ground 1 – Sewerage and Drainage**

#### ***Respondents' Case***

##### *Sewerage*

67. Mr Hoffman submitted that there had been a deterioration of condition and loss of amenity due to problems with the sewerage and drainage installed by the previous site owner.

68. He said that from the beginning of 2019 there was an ever-increasing problem resulting in an overwhelming smell of sewerage around the whole site, which came from the Site's own onsite sewerage system. Raw sewerage overflowed onto roads from drains around the Site and this took weeks to resolve.
69. As the Site has grown, he said the sewerage system proved to be unfit for purpose, with constant breakdowns of the pumping stations being a major factor. Once these pumps fail, the sewage rises and creates very pungent odours. Breakdowns were documented by numerous text messages from occupiers, examples of which were provided.
70. In 2025, the Sites's sewerage system was eventually connected to the main public sewer at Nassington. The problems with the existing sewerage system were set out in a subsequent report from the Site Owner and confirmed in a letter on social media by the Qualified Residents' Association in October 2024 highlighting all the problems with the sewerage system, which were outlined by Anglia Water after the private sewer connection of Yarwell Mill Country Park to Anglia Waters mains foul sewerage system at Nassington.

#### *Drains*

71. Mr Hoffman said that from the beginning of 2019, when new roads were laid to Marina Terrace, Park Avenue, Quayside, Lakeside Walk and Meadowside Way, the Site had suffered from severe ponding issues in various areas throughout the Site including Waters View and Mill Lane which affected all occupiers and their visitors.
72. Mr Hoffman said the block paved roads were built with crossfalls, which did not guide the rainwater and surface water to a catchment area where a drain or kerbstone infiltration opening is located to remove the standing water. He said this problem was exacerbated by areas of the block-paved roads having sunk, causing a depression which surface water lies, sometimes for many days (photographs were provided).
73. He said that significant remedial action had been undertaken at the corner of Quayside and Lakeside Walk which took 26 weeks. Mill Lane, Waters View and the western end of Quayside now have a complete piped drainage system, which copes adequately with all but excessive floodwater. However, standing water is still a problem.
74. Mr Hoffman said that from early 2019 onwards Marina Terrace, Park Avenue, the eastern end of Quayside, Lakeside Walk and Meadowside Way all have a drainage system where equally dispersed kerbstones along one side of each road have a cut out built into them through which rainfall and standing water is dispersed. However, as the Site is on a flood plain the water table level rises and falls depending on the rainfall therefore the soil becomes waterlogged and the water cannot soak away and pools on the roads.
75. Mr Hoffman referred the Tribunal to the letter from the Site Owner's letter and Mr Clayden's Witness Statement, mentioned above, concerning the adequacy of the sewerage and drainage systems, together with the works undertaken in 2025 to rectify past drainage issues.

76. Mr Hoffman provided a letter from the Site Owner which showed that since the Site was connected to the main sewer a large amount of surface and ground water was entering the foul sewer which should not happen and that the Site Owner was working with the Environment Agency, Anglian Water and North Northamptonshire County Council to remedy the matter.
77. Mr Hoffman also referred to the witness statement of Mr Clayden which stated that in February and March 2025 major drainage works to the foul drainage system at Marina Terrace were completed, a new ground water pumping station was installed, repairs to the main foul manhole to seal the foul drainage were carried out, an ACO drain was installed and a new mains line was laid to the shower block. In April and May 2025, a complete drainage clearance was undertaken in respect of all drainage around the site.
78. Mr Hoffman referred to the previous tribunal decision CAM/12UE/PHI/2023/0124 which related to the determination of the pitch fee review for 1 March 2023 at paragraphs [108] and [109] and to the refusal of permission to appeal that decision Paragraph [24] with reference to the issue of sewerage and drainage (these are set out in the tribunal's findings below). He said that the Tribunal had said that problems with the sewerage and drainage system could amount to a deterioration in condition and a loss of amenity under paragraph 18(1) (aa). However, if the issues are a result of a defective system, then expert evidence needed to be adduced.
79. Mr Hoffman submitted that the above was sufficient evidence of sewerage and drainage problems amounting to a deterioration in condition and loss of amenity which covered a period of at least six years.

### ***Applicant's Reply***

80. The Applicant said that as stated by Mr Hoffman in his representations that these issues were raised in identical terms and determined in a previous tribunal decision CAM/12UE/PHI/2023/0241 relating to the determination pitch fees. The Tribunal found that there was insufficient evidence to show there had been any deterioration at that time. The Applicant submitted that it is not open to the Respondents to go behind that determination as they are estopped from doing so on the basis of issue estoppel. The Applicant referred to *Henderson v Henderson* (1843) 3 Hare 100, 67 ER 313 which confirmed that a party may not raise any claim in subsequent litigation which they ought properly to have raised in a previous action and that the rule has been found to apply in the context of proceedings before the Tribunal (see *Hemmise and anor v LB Tower Hamlets* [2016] UKUT 0109 (LC)).
81. The Applicant referred to *Wyldecrest Parks (Management) Ltd v Finch* [2024] UKUT 197 (LC). *"The only relevant considerations are: first, whether the site was previously in a superior condition from which it has deteriorated since the paragraph came into force in 2013; secondly, whether that deterioration has been taken into account in a previous pitch fee determination; and, if not, thirdly, whether it would be unreasonable to implement the usual RPI increase in view of that deterioration. The proper comparison is between the current condition of the site and its previous condition, and not between its current condition and some notional minimum compliant standard."* [29]

82. It was submitted that there had been no deterioration, only improvements, as stated in Mr Clayden's and Mr Annis's witness statements as follows:

In around February-March 2025:

- Major drainage works to the foul drainage system at Marina Terrace,
- New groundwater pumping station installed,
- Marina Terrace, existing block paved road taken up at Marina Terrace and a new ACO drainage systems and a relay installed,
- A new mains line installed to the shower block,
- Repairs to the main foul manhole to seal the foul drainage, linked to the work done to Marina Terrace.

In around April/May time 2025,

- Complete drainage clearance undertaken in respect of all drainage around the Park as well as all gullies and soakaways including at the Site
- new soakaway installed at number 1 Meadowside Way to alleviate standing water around this location especially on the road, which was completed in around June/July 2025.

Improvements to road systems

- Road to Lakeside Walk completed, including the creation of a new bell mouth to the road system. Previously, the road had been closed off at this particular location, but
- in August time 2025, the work to the roads at Lakeside Walk and Meadowside Way to help with the flow of traffic, which now loops these roads with Riverside Road, was completed.
- Major repairs carried out to the road infrastructure along Riverside Road in July/August 2025, which is the road south of the lake and leads to the east of the site adjoining the river, and which now links to the roads at Lakeside Walk and Meadowside Way, including cutting back the road to base and bringing in a 15 tonne lorry to remake parts of the road at this location. This was done in around time.

### ***Hearing Presentations***

83. At the hearing Mr Hoffman and Mrs Fletcher said that they understood from the Tribunal's comments in its decision refusing permission to appeal that, because insufficient evidence had been adduced of sewerage and drainage issues raised in respect of the previous pitch fee determination case, CAM/12UE/PHI/2023/0241, they would be able to make good that deficiency in this case. Their reading of the decision was that they and the Respondents they represented, who took up occupation after 2013 but prior to the beginning of 2019, when the Site was being further developed, could re-present their case adducing further evidence to show that there had been a deterioration between 2019 and 2023.
84. In reply Mr McMullen said, for the Applicant, that the Respondents represented by Mr Hoffman and Mrs Fletcher had had an opportunity to show that there was a

deterioration between prior to 2019 and 2023 in respect of sewerage and drainage at the previous pitch fee determination case, CAM/12UE/PHI/2023/0241. That tribunal had determined there was insufficient evidence to find that the presumption should be rebutted and submitted that they could not now revisit that evidence or seek to provide further evidence pursuant to *Henderson v Henderson* (1843) 3 Hare 100, 67 ER 313 and *Hemmise and anor v LB Tower Hamlets* [2016] UKUT 0109 (LC)). It was agreed that that they could adduce evidence of deterioration, if any, for the period 2023 to 2026, however, the Applicant submitted that the sewerage and drainage on the Site had only improved during that time.

### ***Tribunal's Findings***

85. The Tribunal found that in the previous pitch fee determination case number CAM/12UE/PHI/2023/0241, the tribunal determined as follows:

#### **Re Sewerage:**

*The Tribunal accepted that where issues had arisen, the Applicant had sought to remedy them. It was apparent that the Site is situated on a flood plain and that, in the knowledge and experience of the Tribunal, this can cause the sort of problems the Respondents describe, irrespective of the efficiency of the sewerage system. However, if the issues are a result of a defective system, as alleged by the Respondents, then expert evidence needed to be adduced. The Tribunal determined that without an expert report there was insufficient evidence to find there had been a deterioration in condition or loss of amenity to rebut the presumption. [109]*

#### **Re Drainage**

*As the Site is situated on a flood plain and, in the knowledge and experience of the Tribunal, the sort of problems the Respondents describe can occur due to the topography of the land or particularly heavy rainfall. To show that the slowness of surface water to drain away resulting in large puddles and muddy roads is due to either action or inaction of the Site Owner and not just natural causes, needs to be supported by evidence. The Respondents need to adduce evidence, for example from the Environment Agency, Local Authority, or an experts' report to show that there had been a deterioration in the condition of the Site or loss of amenity due to the failure by the Site Owner to provide adequate drainage or that the actions of the Site Owner, in extending the Site, had caused the drainage to become inadequate e.g. due to filling ditches or damaging the existing drainage system. [118]*

*The Tribunal determined that without an expert or similar report there was insufficient evidence to find there had been a deterioration in condition or loss of amenity to rebut the presumption. [119]*

86. The Tribunal found that in its reasons for refusing the permission to appeal the previous its decision that tribunal stated as follows:

*The Tribunal agreed in its Decision that problems with the drainage and sewage system could amount to a deterioration in condition and a loss of amenity under paragraph 18(i)(aa). The arguments of the Applicants focused on the inadequacy*

*of the systems which caused the problems and related to the Site as a whole. On that basis and the cases before it the Tribunal found the evidence was insufficient to rebut the presumption. The Applicants are now providing new legal submissions and fresh evidence of drainage and sewage problems which result in deterioration and loss of amenity to specific Park Homes Owners. However, the submissions and evidence need to be fully presented, with an opportunity for those affected to present their case and for the Site Owner to respond. As these are matters which have not been taken into account since 2013 it is open to the Applicants to have them matters considered at the next pitch fee review.[25]*

87. On looking at these previous decisions the Tribunal finds that a determination had been made in respect of the issues raised by the Respondents concerning the sewerage and drainage. That determination was that in respect of both matters there was insufficient evidence to find there had been a deterioration in condition or loss of amenity to rebut the presumption. It cannot now revisit that decision.
88. The Tribunal also finds that the previous tribunal had refused to grant permission to appeal those issues because it said the occupiers were seeking to introduce new legal arguments and fresh evidence *after* the hearing at which they could be presented and at which the Site Owner could respond. The reference to the matters raised being considered at the next pitch fee review were only be in relation to a deterioration between the 1 March 2023 review and the next review i.e. 1 April 2025. The mention of 2013 was only to the statutory limit. Unfortunately the wording was interpreted to mean that the Respondents could seek to show a deterioration in the Site from before the review of 1 March 2023, which had already been the subject of the determination. This is not the case. Once a final decision has been made, which has not gone to appeal, neither the parties, by re-presenting their evidence and submissions, nor the tribunal, can revisit it.
89. What the Respondents can do in this case is to present evidence to show that there has been a deterioration in the Site since the review of 1 March 2023.
90. The Tribunal considered what it had seen on the inspection and examined the evidence and submissions of the parties. The Tribunal found that the connection of the Site to the main sewerage system appeared to have addressed any past issues. The Tribunal noted, as mentioned by Mr Hoffman, that there was evidence of marks on the kerbs showing pooling where water had been slow to drain away. However, notwithstanding that the sewerage and drainage system are still not without their problems the Tribunal did not find they amounted to a deterioration in the site to rebut the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983.

## **Ground 2 - Security Barrier**

### ***Respondents' Case***

91. Mr Hoffman referred to the sales materials for the Site which mentioned that the Site has security gates and was a "secure gated development" and had number plate recognition (copies provided).

92. Mr Hoffman said that the security barrier has only ever worked intermittently, suffering numerous 'technical' issues which has resulted in it not working on and off over the last, at least, 6 years. He sought to distinguish the issue raised in the previous pitch fee determination of CAM/12UE/PHI/2023/0124 as he said this related specifically to occupiers not having knowledge of the emergency access code.
93. Since 15 March 2023 the Site has not been open at weekends and on those days it was left up between 8am and 5pm. Also the barrier has been out of action for approximately three weeks until it was repaired on 19 January 2024 but on 31 August 2024, it was admitted to be beyond repair and has not been working since.
94. Mr Hoffman submitted that this was a deterioration in Site or loss of amenity.

### ***Applicant's Reply***

95. With regard to the barrier allegedly only being operative intermittently before 1 March 2023 the Applicant submitted that the rule in *Henderson v Henderson* would apply as this was referred to in the previous pitch fee determination of CAM/12UE/PHI/2023/0124.
96. The Applicant submitted that there is no evidence of any detrimental impact caused by the open barrier and no complaints have been made to the Applicant about it by homeowners outside of the handful of statements put forward by Mr. Hoffman.
97. The Applicant also submitted that on looking at the evidence in the round there have been significant improvements to the Site since the last tribunal determination as referred to above.

### ***Tribunal's Findings***

98. With regard to any alleged misdescription in sales material this is outside the Tribunal's jurisdiction. Having inspected the Site, the Tribunal did not find that the lack of barrier since the previous pitch review of 1 March 2023 amounted to such a deterioration in the site or loss of amenity such as to rebut the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983.

## **Ground 3 – Office and Staff Availability**

### ***Respondents' Case***

99. Mr Hoffman referred to sales material which said that the Office and Reception were open Monday to Sunday. He said that on 13th January 2022 the Site Owner informed occupiers that the office hours were 09.00 - 17.00 Monday to Friday and 09.30 – 16.30 on Saturdays and Sundays. On 15th December 2023 the Site Owner informed the occupiers the office were would be closed at the weekends. On 11th November 2024, the Site owner informed the occupiers that it would also close on Fridays. This later changed with the appointment of a new receptionist and the office is now open Monday to Friday again. Mr Hoffman submitted that the weekend closure was a loss of amenity.

### ***Applicant's Reply***

100. Mr. Annis, for the Applicant, said in his witness statement that whilst there has been a change in the opening hours of the office, the Applicant remains contactable during normal working hours in person and outside of those hours by phone, email and via social media. There have been no complaints from any homeowners about these arrangements. It was further stated that the service, in its broader sense as opposed to being limited to utilities, has essentially remained the same. It was submitted that such operational changes were not sufficiently significant to rebut the presumption of an inflationary increase in the pitch fee.

### ***Tribunal's Findings***

101. The Tribunal found that the office opening times of hours 09.00 - 17.00 Monday to Friday were reasonable and the hiatus when the office was closed on Fridays while a new receptionist was sought, was relatively short lived. No evidence was adduced to show that the opening times caused any problems. It was noted that the Site Owner is contactable outside office hours and available in an emergency. The Tribunal found that the change in office hours did not amount to a deterioration in the site or loss of amenity such as to rebut the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983.

### **Decision**

102. In summary the Tribunal found that:
- the cessation of the grass cutting and green waste removal was not a loss of amenity under paragraph 18 (1) aa) of the terms implied in Part 1 of Schedule 1 to the Mobile Homes Act 1983.
  - a previous tribunal decision case number CAM/12UE/PHI/2023/0124 determined that arrangements for motor home storage are contractual arrangements that fell outside the Written Statement of Agreement, therefore, they did not relate to the pitch fee and so could not rebut the presumption.
  - the claim that the Site Owner was obstructive in allowing certain contractors to work on the Site or LPG suppliers to deliver to the Site were not matters that came within the determination of the pitch fee.
  - the evidence relating to the sewerage and drainage system did not amount to a deterioration in the site so as to rebut the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983.
  - the lack of barrier since the previous pitch review of 1 March 2023 and the change in office hours did not amount to a deterioration in the site or loss of amenity or weighty factor so as to rebut the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1, of Schedule 1 of the Mobile Homes Act 1983.
103. The Tribunal determined that an increase in line with inflation was reasonable and that this should be in accordance with the presumption in paragraph 20 (A1) of the Implied Terms of the Written Statement of Agreement set out in Chapter 2 of Part 1,

of Schedule 1 of the Mobile Homes Act 1983. Therefore, the Tribunal confirms the proposed new pitch fees to take effect on the Review Date of 1 **April** 2025 are as follows:

1. To replace a current pitch fee of £250.00 per month a pitch fee of £256.25 per month was proposed, an increase of £6.25.
2. To replace a current pitch fee of £274.82 per month a pitch fee of £281.69 per month was proposed, an increase of £7.35.
3. To replace a current pitch fee of £278.35 per month a pitch fee of £285.31 per month was proposed, an increase of £6.96.
4. To replace a current pitch fee of £281.00 per month a pitch fee of £288.03 per month was proposed, an increase of £7.02.
5. To replace a current pitch fee of £281.69 per month a pitch fee of £288.73 per month was proposed, an increase of £7.04.
6. To replace a current pitch fee of £294.06 per month a pitch fee of £301.41 per month was proposed, an increase of £7.35.
7. To replace a current pitch fee of £301.41 per month a pitch fee of £308.95 per month was proposed, an increase of £7.54.
8. To replace a current pitch fee of £316.11 per month a pitch fee of £324.01 per month was proposed, an increase of £7.90.
9. To replace a current pitch fee of £324.02 per month a pitch fee of £332.12 per month was proposed, an increase of £8.10.
10. To replace a current pitch fee of £335.01 per month a pitch fee of £343.39 per month was proposed, an increase of £8.38.
11. To replace a current pitch fee of £343.39 per month a pitch fee of £351.97 per month was proposed, an increase of £8.58.

**Judge JR Morris**

## Appendix 1 - Respondents

| <b>Respondents represented by Mr Begley (Group 1)</b> |                                                |
|-------------------------------------------------------|------------------------------------------------|
| <b>Address</b>                                        | <b>Respondents as on the Application Forms</b> |
| Waters Edge                                           | Mr Victor & Mrs Joyce Rodriguez                |
| 1 Mill Lane                                           | Mr Ambrose & Mrs Andrea Bennett                |
| 4 Mill Lane                                           | Mrs Heather Winters & Mr David Tuson           |
| 5 Mill Lane                                           | Mr Martin Heath                                |
| 8 Mill Lane                                           | Mr David & Mrs Theresa Baker                   |
| 12 Mill Lane                                          | Mr Andrew & Mrs Susan Burgin                   |
| 13 Mill Lane                                          | Mrs Elaine Weager                              |
| 16 Mill Lane                                          | Mr John & Mrs Janet Markland                   |
| 17 Mill Lane                                          | Mr Paul & Mrs Sandy Mosley                     |
| 18 Mill Lane                                          | Ms Linda Bott & Mr Charles Conlon              |
| 20 Mill Lane                                          | Mr Steve & Mrs Avril Perrett                   |
| 22 Mill Lane                                          | Mr Peter & Mrs Lynda Atkins                    |
| 23 Mill Lane                                          | Mr Roy & Mrs Veronica Watson                   |
| 25 Mill Lane                                          | Mr Philip & Mrs Christine Begley               |
| 27 Mill Lane                                          | Mr Colin & Mrs Sandy Usher                     |
| Mill Lodge                                            | Mr Mike & Mrs Lynn Smith                       |
| 3 Waters View                                         | Mr Ron & Mrs Lynn Gabriel                      |
| 4 Waters View                                         | Ms Victoria Hacker                             |
| 6 Waters View                                         | Mr Martin Green & Christine Kelly              |
| 11 Waters View                                        | Mr David Law                                   |
| 12 Waters View                                        | Mrs Marigold Buckmaster                        |
| 13 Waters View                                        | Mr David & Mrs Jennifer Green                  |
| 14 Waters View                                        | Mr Roy & Mrs Christine Penhale                 |
| 15 Waters View                                        | Mr David Pickup                                |
| 16 Waters View                                        | Mr Andy & Mrs Tina Mobbs                       |
| 17 Waters View                                        | Mr Phil & Mrs Debbie Small                     |
| 18 Waters View                                        | Mr Peter Peacock                               |
| 21 Waters View                                        | Ms Susan Parnham & Michael Barnet              |
| 23 Waters View                                        | Mr Owen Durnin                                 |
| 24 Waters View                                        | Mr Chris & Mrs Nicky Curry                     |
| 27 Waters View                                        | Mr Ardie & Mrs Paula Kleyn                     |
| 31 Waters View                                        | Mr Colin & Mrs Brenda Roberts                  |
| 34 Waters View                                        | Mr Terry & Mrs Wendy Paling                    |
| 35 Waters View                                        | Mr Barry & Mrs Bridget Stone                   |
| 36 Waters View                                        | Mr Mick & Mrs Sandra Stocker                   |
| 37 Waters View                                        | Mr Ray & Mrs Kim Priest                        |
| 39 Waters View                                        | Mr Andy & Mrs Sandra Pearce                    |
| 40 Waters View                                        | Mr David & Mrs Elizabeth Johnson               |
| 1 Park Avenue                                         | Mr Brian & Mrs Linda Franklin                  |
| 2 Park Avenue                                         | Mr Peter & Mrs Joy Burke                       |
| 14b Park Avenue                                       | Mr Kevin & Mrs Carol Bowers                    |
| 22 Park Avenue                                        | Mr Tracy & Mrs Patricia French                 |
| 25 Park Avenue                                        | Mr Anthony & Mrs Diane Marsh                   |
| 26 Park Avenue                                        | Mr Arthur & Mrs Diana Lamb                     |

|                    |                                          |
|--------------------|------------------------------------------|
| 1 Marina Terrace   | Mr Paul Everitt & Mrs Miranda Bainbridge |
| 2 Marina Terrace   | Mr Terry Moore                           |
| 4 Marina Terrace   | Mr Colin & Mrs Valerie McCarthy          |
| 7 Marina Terrace   | Mr Stuart & Mrs Lynne Stacey             |
| 8 Marina Terrace   | Mr Mel Keen                              |
| 9 Marina Terrace   | Mr Mike & Mrs Jill Newlove               |
| 10 Marina Terrace  | Mr Barry Skeggs & Miss Deborah Clooney   |
| 11 Marina Terrace  | Mr Barry Woodhead & Louella Cann         |
| 13c Marina Terrace | Mr Graham Light & Pamela Roberts         |
| 25 Marina Terrace  | Mr Trevor Gross & Lynne Greenfield       |
| 5 Lakeside Walk    | Mrs Joy & Mr Graham Brealey              |
| 7 Lakeside Walk    | Chris & Steve Mousley                    |
| 8 Lakeside Walk    | Mr Bill & Mrs Frana Cianni Sargeant      |
| 9 Lakeside Walk    | Mr Steve & Mrs Maggie Bennett            |
| 10 Lakeside Walk   | Mr Kevin & Mrs Sue Donnelly              |
| 11 Lakeside Walk   | Mr Tom & Mrs Pauline Pollard             |
| 12a Lakeside Walk  | Ms Dawn Cooke & Mr Roger Newton          |
| 14 Lakeside Walk   | Mr Garry & Mrs Jackie Brewer             |
| 18 Lakeside Walk   | Mr Chris & Mrs Maxine Roberts            |
| 19 Lakeside Walk   | Mr Ashley & Mrs Christine Daley          |
| 22 Lakeside Walk   | Mr Steve Illsey & Mrs Helen Kilcullen    |
| 24 Lakeside Walk   | Mr Alan & Mrs Sandra Scott               |
| 26 Lakeside Walk   | Mr Martin & Mrs Carole Lovell            |
| 28 Lakeside Walk   | Mr John & Mrs Jo Gouldson                |
| 3 Meadowside Way   | Mr Chris & Mrs Elsie Stacey              |
| 9 Quayside         | Mr John & Mrs Jackie Astell              |
| 24 Quayside        | Mr Stephen & Mrs Janet Cummings          |

| <b>Respondents represented by Mr Hoffman (Group 2)</b> |                                                |
|--------------------------------------------------------|------------------------------------------------|
| <b>Address</b>                                         | <b>Respondents as on the Application Forms</b> |
| 7 Waters View                                          | Mr Ashok Gupta                                 |
| 8 Waters View                                          | Mr Michael Simons                              |
| 9 Waters View                                          | Mr Robert & Mrs Carol Kuch                     |
| 10 Waters view                                         | Mr John & Mrs Jane Parsons                     |
| 22 Waters View                                         | Mr Tony & Mrs Yvonne Plumb                     |
| 30 Waters View                                         | Mrs Jean Newton                                |
| 32 Waters View                                         | Mr Miachel & Mrs Lisa Turner                   |
| 38 Waters View                                         | Mr Paul & Mrs Sandar Grice                     |
| 45 Waters View                                         | Mr John & Mrs Julia Hewitt                     |
| 6 Quayside                                             | Miss Marie Payne                               |
| 15 Quayside                                            | Mr Mike & Mrs Jane Fletcher                    |
| 16 Quayside                                            | Mr Bill & Mrs Jackie Hoffman                   |
| 18 Quayside                                            | Mr Gerald Coop & Selina Xiaoqin Yang           |
| Mill House                                             | Mrs Anita McNally                              |
| 21 Mill Lane                                           | Ms Di Keyes                                    |

| <b>Respondents who have made no representations</b> |                                                |
|-----------------------------------------------------|------------------------------------------------|
| <b>Address</b>                                      | <b>Respondents as on the Application Forms</b> |
| 7 Mill Lane                                         | Mr & Mrs Crowson                               |
| 24 Mill Lane                                        | Mr & Mrs Vineall                               |
| 25 Waters View                                      | Mr & Mrs Wilkinson                             |
| 44 Waters view                                      | Mr & Mrs Smith                                 |

## **Appendix 2 – Right of Appeal**

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

### Appendix 3 – The Law

1. Section 2 of the Mobile Homes Act 1983 (“the Act”) provides that the terms of Part 1 of Schedule 1 to the Act shall be implied and shall have effect notwithstanding the express terms of the Agreement. Paragraphs 16 to 20 of Chapter 2 of Schedule 1 to the Act were introduced by the Mobile Homes Act 1983 (Amendment of Schedule 1) (England) Order 2006. The relevant provisions of the legislation that apply to this decision given the issues raised are as follows:

2. Paragraph 16 provides:

*The pitch fee can only be changed in accordance with paragraph 17, either—*

- (a) with the agreement of the occupier, or*
- (b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.*

3. Paragraph 17 provides:

- (1) The pitch fee shall be reviewed annually as at the review date.*
- (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.*
- (2A) In the case of a protected site in England, a notice under subparagraph (2) which proposes an increase in the pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A.*
- (3) If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.*
- (4) If the occupier does not agree to the proposed new pitch fee—*
  - (a) the owner or (in the case of a protected site in England) the occupier may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;*
  - (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and*
  - (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28<sup>th</sup> day after the date on which the new pitch fee is agreed or, as the case may be, the 28<sup>th</sup> day after the date of the court order determining the amount of the new pitch fee.*
- (5) An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date.*

Sub- Paragraphs (6) to 10 are not applicable to this case

- (11) *Sub-paragraph (12) applies if a tribunal, on the application of the occupier of a pitch in England, is satisfied that—*
  - (a) *a notice under sub-paragraph (2) or (6)(b) was of no effect as a result of sub-paragraph (2A) or (6A), but*
  - (b) *the occupier nonetheless paid the owner the pitch fee proposed in the notice.*
- (12) *The tribunal may order the owner to pay the occupier, within the period of 21 days beginning with the date of the order, the difference between—*
  - (a) *the amount which the occupier was required to pay the owner for the period in question, and*
  - (b) *the amount which the occupier has paid the owner for that period.*

4. Paragraph 18 provides:

- (1) *When determining the amount of the new pitch fee particular regard must 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;*
    - (ii) *which were the subject of consultation in accordance with paragraphs 22(f) and (g); and*
    - (iii) *to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court [tribunal] on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;*
  - (aa) *in the case of a protected site in England, 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 since the date on which this paragraph came into force [26<sup>th</sup> May 2013] (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph);*
  - (ab) *in the case of a protected site in England, 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 reduction or deterioration for the purposes of this subparagraph);*
  - (b) *...*
  - (ba) *in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date;*
- (1A) *But, in the case of a pitch in England, no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013*

5. Paragraph 20 provides that:

- (A1) *In the case of a protected site in England, 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 retail prices index calculated by reference only to—*
- (a) *the latest index, and*
  - (b) *the index published for the month which was 12 months before that to which the latest index relates.*
- (A2) *In sub-paragraph (A1), “the latest index”—*
- (a) *in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;*
  - (b) *in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2)*