



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

Case reference : **CAM/22UB/PHI/2025/0827**

Site : **Dunton Park, Lower Dunton Road,
Dunton, Nr Brentwood, Essex,
CM13 3SX**

Park home address : **7 Orchard View. Dunton Park,
Lower Dunton Road, Dunton, Nr
Brentwood, Essex, CM13 3SX**

Applicant : **AR (Dunton Court) Limited**

Respondents : **Eileen Lewis**

Tribunal member(s) : **Mary E Hardman FRICS IRRV(Hons)**

Date : **21 July 2026**

DECISION

1. The Tribunal determines that the new pitch fee for the pitch known as 7 Orchard View, as from 1 April 2025, is £223.71 per month.

Reasons

Introduction

2. The Respondent is the occupier of the park home at the park home address. They have not agreed to an increase in pitch fees for 2025. The site owner must therefore apply to this Tribunal if it is to obtain an increase in pitch fee. There does not appear to be any dispute that the annual review date for pitch fees is on 1 April as set out in the occupation agreement. The previous pitch fee was £220.41 per month
3. On 26 February 2025 notice of the proposed new pitch fee, in the prescribed form, was served on the Respondent, explaining that as from the 1 April 2025 the pitch fee would be increased by 3% in line

with CPI for January 2025, in accordance with the Office for National Statistics CPI table. The new pitch fee proposed was £227.02 per month.

4. There were originally applications in respect of 4 park homes on the site. 2 have been withdrawn and one, 11 Orchard View is the subject of a separate decision (CAM/22UB/PHI/2025/0828).
5. The Tribunal issued a directions Order on 7 November 2025 saying that it proposed to deal with this application by considering the papers only, without a hearing, unless any party requested an oral hearing which would then be arranged. Neither party requested an oral hearing.

The Occupation Agreement

6. A copy of such agreement has been produced which seems to comply in all material respects with those terms imposed by the **Mobile Homes Act 1983** (“the 1983 Act”) as it was. The only material amendments since have been to give this Tribunal, rather than the court, jurisdiction to deal with the approval of pitch fees if agreement cannot be reached.

The Law

7. The site owner can only increase the pitch fee annually with the agreement of the occupier or, in the absence of agreement, by a determination of the new pitch fee by this Tribunal.
8. The site owner must give the occupier written notice accompanied by a prescribed Pitch Fee Review Form. The Tribunal notes that the prescribed form has been used and the relevant time limits have been complied with in this case.
9. Paragraph 18(1) of Schedule 1 to the Act provides that when determining the amount of the new pitch fee, regard shall be had to -
sums expended by the site owner since the last review date on certain improvements, any deterioration in the condition and any decrease in the amenity of the site or adjoining land occupied or controlled by the site owner since 26 May 2013 (in so far as it has not previously been taken into account), any reduction in services supplied by the site owner or deterioration in the quality of such services since 26 May 2013 (in so far as it has not previously been taken into account), any direct effect on the costs payable by the site owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date, but no regard shall be had to any costs incurred by the site owner since the last review date for the purpose of complying with the amendment to the Act made by the Mobile Homes Act 2013.
10. Paragraph 19 also excludes from consideration any costs incurred by the site owner in connection with expansion of the site, or in relation to the conduct of proceedings under the Act or the agreement, or fees paid by the site owner under sections 8(1B), 9A to 9I or 9B of the Caravan Sites and Control of Development Act 1960.

11. As to the amount of any increase or decrease in the pitch fee, the starting point is that regard shall be had to the CPI. Schedule 1, paragraph 20 of the 1983 Act, which overrides the express provisions, goes further than this by saying that there is a presumption that the pitch fee will change with the CPI, unless this would be unreasonable having regard to paragraph 18(1).
12. Upon application, the Tribunal has to determine 2 things. Firstly, that a change in the pitch fee is reasonable and, if so, it must determine the new pitch fee. There is no requirement to find that the level of the pitch fee is reasonable.
13. When determining the new pitch fee, Section 18(1)(aa) of the Act, requires that regard shall be had to "*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 (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph)*". Regard must also be had to other matters, depending on the circumstances, such as specified sums spent on the site by the site owner, any direct effect on the costs payable by the owner in relation to maintenance or improvement of the site of an enactment that has come into force since the last review date.

CPI increase

14. The Applicant relied on pitch fee review forms served on the Respondent dated 26 February 2025. Sections 2 and 3 of these forms stated that the previous review date had been 1 April 2024 and that the new reviewed pitch fee would take effect on 1 April 2025. The Applicant indicates that there have been no changes in the site since the last review. The increase was on the basis of an adjustment of +3% in line with the movement in the Consumer Prices Index over the 12 months to January 2025.

Respondent's case

15. The Respondent felt that the garden at the next-door property, 11 Orchard View, was in disrepair and full of rubbish which attracted vermin. The rubbish dominated the view together with an abandoned van which belonged to the occupier of 11 Orchard View, parked in the communal parking opposite their home.
16. The site owner had been notified but had failed to enforce standards of cleanliness and tidiness required under site rules. This they felt was a breach of their management obligations. The only action taken was the removal of the van, but this had happened post 1 April 2025.
17. They were trying to sell their home, but the condition of the site directly undermined the value and marketability of the home.

18. The fence between 7 and 11 had collapsed due to the weight of rubbish in the garden of 11. Whilst it was not their responsibility, they had had to repair it to prevent rubbish encroaching on their pitch.
19. They were not in good health and the ongoing neglect, the loss of amenity, the presence of vermin, the failure of site management to uphold their obligations and the failure to be able to sell their home had caused stress and anxiety and a persistent sense of unease which undermined their peace of mind and quality of life.

Applicant's case

20. The Applicant said in response to the submission by the Respondent that the matters they raised regarding the condition of the plot at 11 Orchard View related to the conduct of a third party, did not arise from any change implemented by the Applicant and were not changes since the last pitch review.
21. Accordingly, these matters did not constitute a qualifying loss of amenity within the meaning of paragraph 18 and could not lawfully be relied upon to challenge the pitch fee.
22. In respect of the vermin and the garden condition they said that the site is subject to an ongoing pest control contract.
23. The Applicant did not accept that there had been a failure to manage the site. Furthermore, the matters raised were not attributable to any new act or omission by the Applicant since the last pitch fee review and as the concerns referred to predate the current review period.
24. Paragraph 18 does not permit a pitch fee increase to be disallowed or reduced as a sanction for alleged site management issues.
25. In respect of the health of the respondent, while they acknowledged this, personal circumstances were not relevant considerations under paragraph 18 of Schedule 1.
26. In conclusion they averred that the pitch fee review was conducted in accordance with the Mobile Homes Act 1983, properly notified, and based on lawful considerations. None of the matters raised provide grounds under paragraph 18 to reduce the pitch fee.

Determination

27. There does not seem to be any dispute that the formalities imposed by the 1983 Act as to the undertaking of a pitch fee review, the service of notice of increase plus statutory information and the time limits for the application to this Tribunal have been complied with. Thus, the Tribunal accepts that they have all been complied with.
28. The Tribunal must then consider any deterioration in the condition, any decrease in the amenity and reduction in services, either since the *since*

that paragraph came into force (2013) *“in so far as regard has not previously been had to that deterioration or decrease for the purposes of this subparagraph.”*

29. The Tribunal notes that there was a previous decision CAM/22UH/PHI/2023/0140 Royal Dunton Court, Brentwood, Essex CM13 3SX dated 5 July 2024 in respect of the pitch fee for April 2023. This related to a large number of homes on the site including the subject property. Issues complained of are set out in the decision and that tribunal concluded that there had been a deterioration in the site and determined that the increase for April 2023 should be 9.4% and not the 13.4% increase sought.
30. No reference is made in that decision to any of the factors which Mrs Lewis complains of, which would appear to be more localised to the area of her home and possibly those immediately adjacent. Therefore, the tribunal concludes that regard has not been had to this alleged deterioration. It also concludes that it is not necessary for the Respondent to demonstrate that *‘the matters raised were not attributable to any new act or omission by the Applicant since the last pitch fee review and as the concerns referred to predate the current review period’*. The tribunal finds that the relevant date is May 2013 – when the paragraph come into force.
31. The pitch for 11 Orchard View constitutes land controlled by the owner. They are the only party able to take action under the written statement to seek to enforce the requirement of that occupier to maintain their pitch and/or to comply with the park rules.
32. The Applicant’s bundle contains a letter dated 12 November 2025 in response to concerns of the Respondent. This recognises that there is an issue and states that the Applicant is in contact with the resident of 11 Orchard View, that the van had been removed and that there was a skip in place on the site. They were confident that the plot would be fully cleared by the end of November.
33. Furthermore, they do not challenge the Respondent’s claims in respect of the condition of the neighbouring pitch.
34. The tribunal finds that there is sufficient evidence to persuade them that there has been a deterioration in condition since May 2013 to displace the assumption of an increase in the pitch fee in line with CPI for this pitch. It finds that the increase should be 50% of CPI. (1.5%)
35. The tribunal orders that the amounts of the new monthly pitch fees payable by the Respondent from 1 April 2025 is £223.71

Mary E Hardman FRICS IRRV(Hons)

ANNEX - RIGHTS 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.