



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

Case reference	:	CAM/22UB/PHI/2025/0828
Site	:	Dunton Park, Lower Dunton Road, Dunton, Nr Brentwood, Essex, CM13 3SX
Park home address	:	11 Orchard View. Dunton Park, Lower Dunton Road, Dunton, Nr Brentwood, Essex, CM13 3SX
Applicant	:	AR (Dunton Court) Limited
Respondents	:	Jonathan Smith
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 11 Orchard View, as from 1 April 2025, is £231.47 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 £224.73 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 £231.47 per month.

4. There were originally applications in respect of 4 park homes on the site. 2 have been withdrawn and one, 7 Orchard View is the subject of a separate decision (CAM/22UB/PHI/2025/0827).
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.

Submissions

Respondents case

14. No submissions were received from the respondent.

Applicant's case

15. The statement of case in the applicant's bundle, whilst headed with the reference numbers for the 4 cases that remained at the date of submission, referenced only 7 Orchard View and was filed in response to the statement of case of that park homeowner.
16. However, they stated that the pitch fee review was conducted in accordance with the Mobile Homes Act 1983. Property notified and based on lawful considerations. They all included a copy of the written agreement for 11 Orchard View.

Determination

17. 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.

18. The tribunal also finds that the relevant CPI increase has been applied.
19. In the absence of any evidence 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 tribunal finds that the pitch fee increase is reasonable.
20. The tribunal orders that the amounts of the new monthly pitch fees payable by the Respondent from 1 April 2025 is £231.47

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.