



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

Case Reference	: HAV/00HE/PHI/2025/0869, 873 - 883
Property	: Various Pitches at St Dominic Park, Harrowbarrow, Callington, Cornwall PL17 8BN.
Applicant	: Wyldecrest Parks (Management) Ltd - Agent David Sunderland (Estates Director)
Respondent	: The Pitch Occupiers listed in Part 1 of the Schedule to this decision.
Type of Application	: Pitch Fee Review – Chapter 2 of Schedule 1 to the Mobile Homes Act 1983 (as amended) (the Act).
Tribunal Members	: Judge C A Rai Mr J Reichel MRICS.
Date type and venue of Hearing	: 7 July 2026 - Face to Face St Catherine's House, 5 Notte Street, Plymouth PL1 2TS.
Date of Decision	: 22 July 2026

DECISION

1. The Tribunal determine that the Respondent's pitch fees shall increase by 1.8% from 1 September 2025.
2. The Respondent's individual pitch fees are listed in Part 2 of the Schedule.
3. The reasons for the Tribunal's decision are set out below.

Background

4. The Applicant made applications for the tribunal to determine the pitch fees in relation to 15 pitches on St Dominic Park, Harrowbarrow, Callington, Cornwall PL17 8BN (the Park).
5. Those applications disclosed that the review date specified in the agreements was 1 September and that the last review (1 September 2024) was determined by a Tribunal. The Applicant stated that it would be content with a paper determination.
6. The tribunal issued directions (1) dated 8 April 2026 which identified:-
 - a. The review sought was stated to be an adjustment in line with the change in the Consumer Prices Index (CPI);
 - b. The tribunal considered an oral hearing would be required;
 - c. It may inspect the Park;
 - d. A 4 week hearing window
7. The Respondent occupiers were directed to complete a pro forma reply indicating if they objected or agreed to the proposed increase in pitch fees and, if they objected to supply a statement or witness statement setting out the reason for their objection together with copies of any documents, on which they wished to rely, by a specified date.
8. Parties were also directed to provide the tribunal with email addresses if available.
9. The Applicant was directed to send any witness statements and documents, together with a copy of the site licence, to the Tribunal by a specified date and thereafter to prepare a hearing bundle in a form which complied with tribunal guidance previously issued to both parties.
10. The Applicant made a case management application dated 9 April 2026 seeking permission for its agent David Sunderland to attend the hearing remotely.
11. Around the same date Tony Turner, a Respondent, made an application for strike out. At that time, the tribunal was unaware that he represented some of the other Respondents, but it later emerged that he had sent copies of representation authorities to the Tribunal.
12. Both applications were rejected for the reasons set out by Judge J Dobson in directions (2) dated 28 April 2026.
13. The Tribunal issued further directions (3) on 1 June 2026, primarily to deal with another case management application, made by Mr Turner, seeking an extension of time for the submission of Respondent's statements which directions also referred to, addressed and dealt with, other communications received from both parties. Judge J Dobson stated in paragraph 20 that "Those sorts of communications should be avoided by both parties. They have to be processed by the Tribunal administration and if referred to judiciary then use judicial time without

there being applications which can be determined. Indeed, aside from the effect on other cases, there is an impact on the immediate case because anything being given attention is not finished and has to be reviewed in light of anything new”. Whilst commenting that he did not entirely understand the basis of the case management application, which it was later acknowledged was not sent to the Applicant, Judge Dobson granted Mr Turner an extension of time to submit responses from those Respondents he represented. The extension did not impact on the hearing date. It was acknowledged by the Tribunal that it might review those directions once the Applicant was afforded an opportunity to comment, as it identified at the date of those directions the Applicant had been denied any opportunity to make representations.

14. Judge Dobson issued further directions (4) dated 9 June 2026, following his noting and considering the Applicant’s representations and further correspondence processed by the tribunal, which confirmed his earlier directions and stated again that correspondence sent to the tribunal must be copied to the other party with confirmation to the tribunal.
15. It is appropriate to record that the Applicant is apparently unwilling to accept email correspondence from Mr Turner which explained why it had not received some of the communications he had sent to the Tribunal. However, having examined the office case file, this Tribunal is satisfied that the tribunal office has been efficient in ensuring that the correspondence it received from the Respondent was disclosed to the Applicant’s agent. That function has also occupied time which might otherwise have been given to more pressing administrative tasks.
16. The Tribunal received a bundle in two parts from the Applicant containing 348 pages and 99 pages, numbered consecutively. References to numbers in square brackets are to the numbered pages in those bundles, (the pages in the second bundle are numbered consecutively following on from those in the first but page **349** is missing).
17. The Tribunal has not sought to identify all the evidence relied upon in reaching its findings of fact or to elaborate at length on its reasoning. It is mindful that of the need to use judicial time efficiently whilst taking account of its overriding objective to deal with the application fairly justly and in way which is proportionate to the importance of the case the complexity of the issues and the costs and resources of the parties and the tribunal.

The Inspection

18. The Tribunal inspected the Park just after 0900 on 7 July 2026, prior to the hearing. Its members were not accompanied.

19. The inspection was carried out on a hot sunny day. The general appearance of the Park was good. A board identifying the name of the Park is located at the entrance and there is signage at regular intervals along the road through the Park indicating a one-way system with a speed restriction. A building, described in the evidence, as the old clubhouse, is located on the left of the inward bound road beyond the signage.
20. A narrow path is located to the left of the old clubhouse and leads to a yard adjacent to the left side of the building in which discarded electrical items and other rubbish appear to have been randomly dumped. The tribunal identified an old fridge. On the day of its inspection a door leading into the building to the right of the path was partly open, which together with the undergrowth helped to obscure the rubbish which is not clearly visible from the road. A car park is located to the other side of the building and further discarded items including an old mattress metal frames and heras fencing panels were stacked against the wall on the right side of the clubhouse. Those items are clearly visible to anyone using the road. The clubhouse building appears unoccupied and is in poor condition; the surrounding area is unsightly and littered with weeds.
21. The tribunal members parked in the car park adjacent to the clubhouse and walked along the main road. Whilst noting that the surface of the road is uneven they considered it is in a reasonable condition and suitable for both vehicular and pedestrian access in daylight. The uneven surface would inevitably be more challenging to traverse in the dark. The members took particular notice of the streetlamps noticing that several lamps appeared to be new. No loose wiring was observed. The Tribunal had no means of identifying if the lamps are functional.
22. The hedges, shrubs and trees located adjacent to the road are encroaching on the upper part of the road between the clubhouse and the lower end of the Park.
23. A commercial van was parked on the car park located at the end of the Park. It appeared to have been there for some time, but it was impossible to ascertain if it was roadworthy. The grassed areas beside the road were reasonably tidy.
24. The surface of the road leading away from the lower end of the Park was less even than the first half of the road. There is more evidence of patch repairs particularly, on the part of the road adjoining the newer homes located beside the river.
25. A traffic bollard on the road leading out of the Park, beyond the sewage treatment plant, is hazard warning marking a deep pothole. The fields either side of that part of the road were largely unmown and full of vegetation which the tribunal identified included nettles, cow parsley and some tree saplings.

The Hearing

26. Mr Sunderland had previously advised the Tribunal that he would not attend the hearing but would rely upon his written representations in the bundle. The hearing was attended by Mr Turner and some of the Respondents identified in the schedule. The Tribunal was told that others were unable to attend because of the extreme heat on the day of the Hearing.

Preliminary issues

Withdrawals

27. It was agreed that occupiers of three pitches, had agreed to the pitch fee increase and that the tribunal had already consented to the withdrawal of the applications relating to 25, 26 & 32 St Dominic Park.

Case management application

28. A further outstanding case management application dated 21 June 2026 from Mr Turner, was considered first. He had applied for an order requiring the Applicant to provide documentary evidence that it is “the correct party in these proceedings and if not who this should be”. The Judge told Mr Turner that the application he had made had no relevance to the Application and that she was therefore minded to reject it.
29. Mr Turner expressed his dismay. He said he had made the application because it was critical for the Tribunal to establish legal ownership of the Park before it dealt with the application. He had obtained documents from Cornwall Council, following a Freedom of Information request. He said that the Council had admitted that it held no record of the ownership of the Park and had no knowledge as to whether the Applicant had a legal interest in it.
30. He said that it appeared to him that a six year lease was granted to the Applicant by the landowner when it acquired the Park. He had made the application because he wanted the Applicant to disclose a copy of that lease. The Tribunal reminded him that he had raised a similar issue before and the Upper Tribunal determined that the Tribunal has no jurisdiction to order disclosure of a copy of any lease between the Applicant and the landowner.
31. Following further discussions with Mr Turner, the Tribunal established that the reason for Mr Turner’s case management application is a perception, by the Respondent of an ongoing threat to pitch occupiers’ security of tenure if the Applicant has a limited property interest in the Park, because they are fearful that it will not be possible for an owner with a short leasehold interest to grant occupiers terms which exceeded the length of that lease.
32. Mr Turner said that Cornwall Council had identified that the Site Licence Holder is Wyldecrest Parks West Ltd [259]. The evidence he provided to support that submission was a copy of an undated site inspection

report form on which the licence holder is so identified [264]. Mr Turner said that he believed that the inspection was carried out during 2025.

33. The bundle does not contain a copy of the site licence, although the Applicant was directed to supply this. Instead, the Applicant disclosed a copy of the endorsement made to the licence when it was transferred to the Applicant, on 21 December 2018 [125].
34. Mr Turner concluded that because a different licence holder has been recorded by Cornwall Council on the site inspection report, the ownership of the Park has changed. He acknowledged that there has been no change in the recipient of the pitch fees but dismissed that having any relevance because the owner uses a central collection account for pitch fees countrywide.
35. The Tribunal has noted that the licence holder's details on the site inspection report form is not handwritten but appears to have been "stamped" on the form which suggests that the form might have been sent to the site owner by the Council for completion. It is possible that the wrong company details were inserted. An EPR Compliance report dated 29 October 2025 supplied by Mr Turner identifies the permit holder as the Applicant [276].
36. The Tribunal rejected the Applicant's case management application. It told the Respondent that he could not seek an order relating to a different issue. It said that his application for an order for disclosure of a document unrelated to the increase in pitch fees is unconnected to the application before it.
37. The Tribunal had accepted that the application for the determination of the pitch fees was made by the Applicant as the "owner", of the Park, within the definition in paragraph 16(b) of Chapter 2 of Schedule 1 to the Act.

The Application

38. The Respondent accepted that a change in the pitch fees can be made by the Applicant every year but was not prepared to agree to any annual increase. Its primary reason is the continuing failure on the part of the Applicant to maintain the Park.
39. Whilst accepting that the statutory considerations of which the Tribunal may take account are those set out in the Act, Mr Turner wished to refer to particular issues which the Respondent's believed to be material. These were identified in the site inspection report undertaken by Cornwall Council which he said that he believed took place in 2025. Following that inspection certain works were subsequently undertaken by the Applicant on the Park.
40. Mr Turner said that there should be an electrical safety certificate for the Park, but this has not been disclosed. He implied that no certificate existed.

41. Mr Turner said that originally, four homes received a communal supply, which he suggested was from the Clubhouse supply, but the arrangements were changed following the construction of the four new homes. Electricity cables previously lying above ground have been buried. The Tribunal was told this occurred three or four years ago, but the Respondent said that he only became aware of the lack of an electrical safety certificate following the disclosure of the site inspection report Cornwall Council.
42. Mr Turner said he had requested a copy of the inspection report in February 2026 [263]. He submitted that this supported his assumption that the inspection took place in 2025. The report is not dated. Some information has been redacted. The scoring on the report refers to lighting issues and the absence of an electrical certificate. The level of the risk scoring recorded, which is high, indicates that an annual inspection is recommended [268 - 271]. There was no discussion about whether a further inspection has already taken place in 2026.
43. The Respondent agreed that some new streetlamps were installed on the Park in 2025. The Respondent suggested that the installation had been “random”. A few new lights were installed at a time but not immediately connected to the electricity supply. Later the contractors would return to the Park and connect the new lamps to the electricity supply. In some instances, the lamps only worked for a limited period. .
44. Mr Dean carried out two surveys of Park lights in Autumn 2024 and January 2025, [305 - 306]. He accepted that these surveys record the position only on the dates of the surveys.
45. Mrs Marshall said she had kept a written record and identified that new lights were installed on 28 July 2025, 7 August 2025 and 18 August 2025. She said that the light outside Pitch 71 stopped working and the contractor who installed the lights suggested to her that two of the lights would not work concurrently. He did not explain why.
46. A photograph taken during hours of darkness on 28 January 2025, shows light emanating from some streetlamps and an unlit lamp in the foreground [308]. Further photographs show above-ground cables, broken lamps and exposed wires [309 - 311]. The tribunal members did not see any broken lamps or exposed wires during its inspection of the Park. It is however entirely aware that its inspection took place 10 months after the pitch fee review date.
47. During the hearing the Tribunal was given copies of the statements made by all the remaining Respondents. Mr Turner said that these had been sent to the Applicant who had only included some statements in the bundle. The additional statements do not contain any submissions which are materially different from those statements which are included in the bundle.

48. The Respondent's general complaints and collective reasons for not agreeing to the proposed increase are summarised below:-
- a. Poor street lighting despite the installation of some replacement streetlamps and the works undertaken to bury cables. Not all the lamps work, and the Respondents have concluded that this may be an installation fault.
 - b. Rubbish from other parks presumed to belong, be controlled or managed by the Applicant has been brought on to the Park by the Applicant's contractors and dumped. Some Respondents have observed contractors dumping the rubbish, to the side of the Clubhouse usually during the early evening. The rubbish included discarded domestic electrical items, a mattress, metal which might be fencing or bed frames. Garden waste from other parks is also regularly brought in and dumped within the Park on the overgrown areas close to the sewage treatment plant. A van which the Respondent stated belonged to the Applicant has been abandoned on the Park.
 - c. Lack of regular maintenance such as grass cutting and hedge clipping has resulted in food delivery vehicle drivers refusing to pass through that part of the road bordered by overgrown hedging and instead accessing the homes at the bottom by ignoring the one way system to avoid their vehicles being scratched or damaged.
 - d. Potholes which it claimed are never effectively repaired but occasionally filled with soil as has recently occurred in relation to the pothole marked by a bollard. Those residents who use wheelchairs find it particularly difficult to negotiate the roads.
 - e. The sewage treatment plant does not function satisfactorily. Some maintenance was undertaken following an environmental report which disclosed discharge non-compliances [276], but the system still does not operate as it should although there have been temporary improvements. Whilst it does not smell continually the odour is particularly discernible during an east wind and late in the evenings when the smell backs up through the waste pipes into individual homes.
 - f. The back garden behind plot 71 is slipping and the residents are fearful for the stability of the concrete base and sheds. The Applicant constructed a new wall to retain the slippage 2/3 years ago, but that construction was so poor that the wall is failing, and no further attempt has been made to repair or stabilise it despite a recent inspection by the building control officer
 - g. Plumbing repairs made to individual residents homes have revealed that the Park sewer pipes are deteriorating which is causing or contributing to drain blockages and overflowing sanitary ware (in some homes). Plumbers have identified the

problem as associated to collapsing soil pipes. The Respondents attribute such failure to a basic lack of maintenance

- h. Lack of regular maintenance to the adjacent fields has resulted in a fire hazard which is exacerbated during dry weather periods.
 - i. A collective view expressed by the Respondents that the Applicant has no concern for the welfare of the occupiers of the pitches on the Park but is only interested in profiting from pitch fees.
- 49. In his summing up of the reasons for the Respondents not agreeing to the pitch fee increase, Mr Turner said it is unfair for pitch occupiers to be prevented from raising again issues to which regard has been had when previous proposed increases were reduced or not applied. He said that just because the Tribunal has had regard to, for example a failure to maintain, that should not prevent a Tribunal taking account of the defect in a later year. He did not accept that the reduction in an earlier year would effectively mean that any increase in a later year would be less because of an historic adjustment. He said that he had received advice from Lease (the Leasehold Advisory Service) which confirmed his interpretation of what the Tribunal could consider.
- 50. Finally, Mr Turner said that he is anxious to make both this Tribunal and First-Tier Tribunals generally, aware of the attempts by some Park owners to manipulate their legal ownership to compromise the pitch occupiers security of tenure that the legislation is intended to protect.

The Law

- 51. The Act applies to any agreement under which an occupier is entitled to station a mobile home, on land forming part of a protected site, and to occupy the home as his only or main residence.
- 52. Agreements which the Act applies incorporate standard terms implied by the Act. Those that apply to protected sites in England are now contained in Chapter 2 of Part 1 of the Schedule to the Act. The terms which regulate increases in pitch fees are in paragraphs 16 to 20.
- 53. The pitch fee can only be changed in two ways in accordance with paragraph 17:-
 - a. with the agreement of the occupier of the pitch, or
 - b. if the Tribunal, on the application of the owner or occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee. (Paragraph 16)
- 54. A review of the pitch fee may be undertaken annually by the park owner on the review date (Paragraph 17(1)).
- 55. The owner must serve a written notice on the occupier of each pitch setting out its proposals in respect of the new pitch fee. That notice must be sent at least 28 clear days before the review date.

56. If the pitch fee review notice is served before the review date and the pitch fee is agreed by the occupier, it will be payable from the review date.
57. If the occupier does not agree the proposed increase, the owner can apply to the tribunal for an order determining the amount of the new pitch fee, which will be determined in accordance with paragraph 16(b).
58. The occupier will continue to pay the current pitch fee until such time as the new pitch fee is agreed by the occupier or an order is made. The new pitch fee will be payable from the review date, but the occupier will not be treated as being in arrears until the 28th day after the date on which the new pitch fee is either agreed or the tribunal makes an order determining it.
59. The written notice will be of “no effect unless it is accompanied by a document which complies with paragraph 25A”.
60. Paragraph 25A provides that the notice must
- a.** be in the form now prescribed by The Mobile Homes (Pitch Fees) (Prescribed Form)(England) Regulations SI 2023/620,
 - b.** specify the percentage change in the CPI used to calculate the review,
 - c.** explain the effect of paragraph 17,
 - d.** specify the matters to which the new pitch fee is attributable,
 - e.** refer to the occupiers obligations in paragraph 21 (c) to (e) and the owners obligations in paragraphs 22(c) and (d), and
 - f.** refer to the owners obligations in paragraphs 22(e) and (f) as glossed by paragraphs 24 and 25 (this relates to consultation about improvements with owners and any qualifying residents association)
61. The starting point for the Tribunal, when considering what order, it should make, is Paragraph 20 of Chapter 2 of the Schedule to the Act. That provides that, unless this would be unreasonable, having regard to paragraph 18(1), there is a presumption that a pitch fee will increase, or decrease, by a percentage which is no more than any percentage change in CPI, by reference to the latest index and the index published for the month which was twelve months before that to which the latest index relates.
62. Paragraph 18(1) provides that when determining the amount of the new pitch fee particular regard shall be had various matters. Those which are relevant to the Respondent’s submissions in these proceedings are in subparagraphs (aa) and (ab) and are:-
- (aa) Any deterioration in the condition, and any decrease in the amenity of the site or any adjoining land which his occupied or controlled by the owner

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

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

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

Reasons for the Decision

64. The Respondent has not challenged the Review Date, the notice procedure or the calculation of the proposed increase shown in the pitch fee review notices, which is a 3.6% increase to take effect from 1 September 2025.
65. The presumption that the pitch fee should change can be displaced if the Respondent can show it is unreasonable, having regard to paragraph 18, which enables the Tribunal to have regard 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 paragraph 18 of Chapter 2 of Schedule 1 came into force (**in so far as regard has not previously had to that deterioration or decrease for the purposes of this subparagraph**) (Tribunal’s emphasis).
66. The bundle included copies of four previous tribunal decisions dated 2019, 2020, 2022, and 2025. [352, 376, 396 & 433].
67. In 2019 the Tribunal confirmed the **2018** increase. The 2020 decision confirmed the **2019** increase. The 2022 decision related to the **2021** increase and decided that the presumed increase should be reduced by 50%. That tribunal took account of a decrease in the amenity of the Park during a period of construction causing disruption to the residents on the Park.
68. The 2025 decision confirmed the **2024** increase but stated that the results of the lighting survey, disclosed to it prior to it making that decision may be of greater relevance to any future pitch fee review. It also recorded that an earlier tribunal had taken account of a deterioration in the amenity of the site due to the dilapidated condition of the community hall, the accumulation of waste and rubbish and the foul odours emanating from the sewage treatment plant [440].
69. The Applicant has not provided the Tribunal with a copy of its 2024 decision which determined the **2022** increase. That may not have been a deliberate omission as the bundle index referred to it. The 2024 decision determined that the increase proposed in **2022** be adjusted downwards. That tribunal decided that the condition of the clubhouse (described then as the community hall) coupled with the substantial

build-up of waste, to the rear of the building and in a trailer to the front, decreased the amenity of the Park, not least because it was the first thing a visitor to the Park would see. That tribunal also referred to the noxious smells from the sewage treatment plant [Paragraphs 48 & 49 of the decision dated 19 December 2024]. Additionally, it made a significant reduction in the increase in the pitch fee for Pitch 71 to take account of subsidence of the garden and the poorly constructed retaining wall.

70. Factually, from those decisions which the Applicant included in the bundle the only factors which the tribunal has previously had regard to are loss of amenity during a period of construction of new homes and the loss of green spaces. When the 2024 pitch fee was determined the Applicant submitted that those issues, raised again by the Respondent had already influenced the reduction in the pitch fees in its earlier decision in 2021 and could not be reconsidered, relying on the wording in Act.
71. Having considered the collective evidence of the Respondents, the Tribunal finds that the Applicant has replaced some streetlamps. It was told that it had also buried some electrical cabling and carried out some repairs to the sewage treatment plant. It did not observe any cables lying above ground.
72. The latter works were allegedly carried out in response to a report and correspondence from the Environment Agency. The evidence in the bundle suggested that this work took place in 2025.
73. The Tribunal is satisfied that the Applicant is aware of the current condition of the sewage treatment plant. It was copied into the emails from the Environment Agency and the EPR Compliance Assessment Report, dated 25 October 2025, is addressed to it.
74. The Tribunal has concluded the non-compliance issues recorded, occurred prior to the 1 September 2025 [276] but after the last tribunal decision.
75. The Respondent provided evidence that the condition of the sewage treatment plant on the Park led to a breach of the Applicant's discharge licence. However, this was previously taken into account by the tribunal in determining the 2023 pitch fee increase. Therefore, notwithstanding the contrary submissions put forward by Mr Turner, this tribunal declines to take account of the disrepair of the sewage treatment plant again in relation to the proposed pitch fee increase in 2025.
76. The Tribunal has noted the oral submissions made by some Respondents about recurrent plumbing problems arising from failing Park infrastructure. No documentary evidence was provided but given the evidence of a general lack of any regular maintenance, it accepts that this must be an ongoing concern for the occupiers of the Park. The Tribunal does not know whether the Applicant has been made aware of those issues. From what it was told it concluded that there is no current procedure enabling the occupiers of the Park to log maintenance issues.

77. On the basis of the Respondent's submissions and the evidence provided the Tribunal finds that Applicant does not undertake any maintenance or repairs unless to the Park or its infrastructure unless a third party, such as the Environment Agency or Cornwall Council interacts with it.
78. The Tribunal has considered whether the failure by the Applicant to carry out repairs or maintenance of the treatment plant has directly caused the drainage problems identified by the Respondent and concluded that it received insufficient evidence to enable it to reach such a conclusion. Had it received evidence it would have accepted that the condition of the sewage pipes was a deterioration in the condition of the Park, particularly if bad smells regularly permeate individual homes. It must also be persuasive that the Applicant has apparently decided not to put in place a clear procedure for reporting maintenance issues on the Park.
79. The Tribunal heard evidence from the Respondents that the Applicant's contractors are dumping rubbish originating from outside of the Park on the Park. It could find no other explanation why rubbish of the type observed by the Tribunal is stored on the Park.
80. One Respondent told the Tribunal that she has seen contractors dumping rubbish early in the evenings. Another Respondent stated that last year, a pallet load of tarmac was delivered, left on the Park and subsequently removed for use presumably on other parks.
81. Such actions demonstrate that the Applicant has little regard for the Respondent's enjoyment of the Park. However, the Tribunal is aware that it was unable to test this evidence or offer the Applicant an opportunity comment or rebut it. It has however concluded that since the Applicant decided not to attend the hearing it has voluntarily given up any right of reply.
82. The Tribunal finds that the Applicant has been using the Park as facility for dumping rubbish brought in from elsewhere and for storing construction materials such as tarmac.
83. The rubbish observed by the Tribunal, during its inspection, although in part hidden behind the clubhouse, is unpleasant and in part contained in a confined area which might encourage vermin. The other rubbish, stored in plain sight, visible to anyone who traverses the road, leaning against the wall of the clubhouse building is unsightly.
84. The condition of the roads does not evidence that tarmac had been recently applied.
85. The Tribunal members observed a van parked at the end of the car park which is farthest from the entrance. It appeared unlikely to them that a random third party would abandon a vehicle in that location. It accepted the Respondent's evidence that the van either belonged to or had been used by or on behalf of the Applicant until it was abandoned on the Park.

86. The evidence provided during the hearing suggested to the Tribunal that the Applicant is at the least aware of and/or may even have sanctioned both the dumping of rubbish, storage of tarmac and the abandonment of a vehicle.
87. The Tribunal finds that the dumping of rubbish brought on to the Park the abandonment of a vehicle formerly used by the Applicant 's contractors on the Park and the use of the Park for storage of tarmac, has caused and is continuing to cause a decrease in the amenity of the Park for all the Respondents. It considers that this is a weighty issue.
88. The Tribunal distinguishes this entirely from what the Tribunal recorded in the 2024 decision when it found that the condition of the clubhouse and the rubbish (including discarded fire extinguishers) dumped at the rear and in the trailer located beside it impacted on the amenity of the Park.
89. The Tribunal concluded that it was unlikely to have been the intention of Parliament, when it added the words to paragraph 18 (ab) to enable an owner to rely on the sentence "in so far as regard has not previously been had to thatdeterioration for the purposes of this subparagraph" to prevent the tribunal taking account of a further deterioration in the amenity where such deterioration is caused by the deliberate actions undertaken or sanctioned by the Applicant.
90. The Tribunal heard statements from the Respondents that the services provided by the Applicants are minimal. It was told that the only services ever provided, other than sporadic maintenance of the hedges, are usually prompted by intervention from third parties. The Respondents suggested that the level of services has decreased year on year. Each Respondent provided a written statement but only some were included in the hearing bundle.
91. A reduction in the level of services falls within the matters to which the tribunal may have regard within paragraph 18(1)(ab).
92. The Tribunal finds that there has been a diminution in the services on the Park from those previously provided by the Applicant.
93. Having considered all the matters referred to in the preceding paragraphs, the Tribunal has decided it is not reasonable to apply the presumption that the pitch fee should increase by 3.6%. The statutory presumption is therefore displaced.
94. The next step requires that the Tribunal consider whether or not there should be any increase in the pitch fees in 2025.
95. The Tribunal does not consider it fair to disapply the presumption entirely.
96. The Respondents have confirmed that the grass and hedges within the Park are occasionally cut, which the Tribunal accepted as evidence of minimal maintenance.

97. Evidence in the bundle disclosed that some works have been undertaken to repair the sewage treatment plant albeit that the work is likely to have been prompted by the Environment Agency Report rather than any desire on the part of the Applicant to maintain the facility.
98. The absence of the use of any locally employed contractors, coupled with a distant management regime may partly explain the reason for the lack of any effective program of regular maintenance. However, this cannot constitute an acceptable excuse for the Applicant's demonstrable lack of care.
99. The Respondent suggested that it had supplied all statements from all the Respondents but that the Applicant deliberately omitted some from the bundle. Whilst Tribunal was unable to test the veracity of the Respondent's submissions in that regard, it is aware that the Applicant's agent who made this application is an experienced "litigator" before the Tribunal.
100. On balance, the Tribunal determines it is reasonable to increase the pitch fees and determines that the pitch fees shall increase by 1.8% on 1 September 2025.

Generally

101. The Respondents' complaints made about the sewage treatment plant have been repeated every year. The recent works carried out seem to have been in direction response to the report from the Environment Agency. The replacement of some streetlamps and rearrange overground electricity cables appear to have been carried out in response to the Cornwall Council inspection and report.
102. The Respondent also submitted that the work undertaken to secure the slipping ground at Pitch 71 has been ineffective and the slippage is continuing. It cannot be acceptable for occupiers to pay increased pitch fees when any maintenance carried is ineffective. It is troubling that the occupiers of that pitch have had to resort to reporting the current situation to building control. However, that slippage was taken into account on a previous review for which reason the Tribunal has been unable to have regard to it again. Nevertheless, given the gravity of the consequences of continuing slippage it is appropriate to record that the Applicant has still not undertaken satisfactory remedial works to address this slippage. Whilst the Act states that the Tribunal cannot have regard to a matter which it previously took account of in an earlier determination this appears to have encouraged the Applicant's reluctance to address the problem.
103. The inspection of the Park undertaken by the Tribunal confirmed its general impression that the Park is as described by the Respondent. It is nevertheless aware that its inspection took place almost eleven months after the pitch fee review date. It has concluded that the differences between the condition of the Park on the date of its inspection and the date of its previous inspection support the Respondent's submissions.

104. When hearing the Respondent's submissions, the Tribunal sought an explanation why it objects to every annual pitch fee increase and always requested a hearing.
105. The Respondents told the Tribunal that it is only by doing this and appearing at a public hearing that they are afforded any opportunity to publicly air their grievances about the Applicant's treatment of the pitch occupiers on St Dominic Park.
106. They Respondents said that it is important for them to be able to highlight the Applicant's persistent unwillingness to carry out any general maintenance on the Park. The Applicant offers the Respondents no opportunity to request maintenance or to report problems. Any complaints and observations which they try to document are regularly ignored. No-one regularly visits the Park to examine the condition. There is no manager. The person listed as the Fit and Proper Person on Cornwall Council Register is David Sunderland. He is not locally based and does not visit the Park. None of the contractors who carry out work on the Park are local. Two occupants of homes on the Park used to be employed to carry out general maintenance on the Park but now appear to work exclusively on other local Parks owned or managed by the Applicant.
107. The Respondents consider that the provision in the Act which presumes that the Applicant is entitled to an annual increase in the pitch fees, wholly unrelated to whether or not it carries out any maintenance on the Park is intrinsically unfair.
108. Mr Carter told the Tribunal that the Respondent occupiers love the Park and, for the most part, enjoy living on it but are angry about the deliberate lack of care in the way the Applicant treats them. On the basis of what the Tribunal observed, albeit almost ten months after the date of the pitch fee review, it found it difficult not to sympathise with the Respondent's submissions.

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Schedule

Part 1 Respondents

Case No	Respondent	Address
o869	Mr & Mrs Carter	15 St Dominic Park
o873	Mrs Joyce Gee	34 St Dominic Park
o874	Mr & Mrs Cordier	43 St Dominic Park
o875	Mrs Trevail	45 St Dominic Park
o876	Mrs Molly Marshall	48 St Dominic Park
o877	Mr Turner & Mr Dexter	49A St Dominic Park
o878	Mr David Austin	63 St Dominic Park
o879	Mr E N Drew	64 St Dominic Park
o880	Mrs Mary Jordan	65 St Dominic Park
o881	Mrs Sylvia Crossley & Mrs Yvonne Edginton	71 St Dominic Park
o882	Miss D. Lyon	78 St Dominic Park
o883	Mr Christopher Dean	79 St Dominic Park

Part 2 Pitch Fees

Address	Respondent	Current Pitch Fee	Revised Pitch Fee
15 St Dominic Park	Mr & Mrs Carter	182.19	185.47
34 St Dominic Park	Mrs Joyce Gee	166.34	169.33
43 St Dominic Park	Mr & Mrs Cordier	166.34	169.33
45 St Dominic Park	Mrs Trevail	166.34	169.33
48 St Dominic Park	Mrs Molly Marshall	169.52	172.57
49A St Dominic Park	Mr Turner & Mr Dexter	166.34	169.33
63 St Dominic Park	Mr David Austin	169.52	172.57
64 St Dominic Park	Mr E N Drew	169.52	172.57
65 St Dominic Park	Mrs Mary Jordan	169.52	172.57
71 St Dominic Park	Mrs Sylvia Crossley & Mrs Yvonne Edginton	161.94	164.85
78 St Dominic Park	Miss D. Lyon	166.34	169.33
79 St Dominic Park	Mr Christopher Dean	187.71	191.09