



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

Case reference	:	CAM/12UE/PHA/2024/0600
Site	:	Hartford Marina, Wyton, Huntingdon PE28 2AA
Park Home address	:	Number 8, West Pontoon
Applicant	:	Maureen Jaffe
Representative	:	Public Interest Law Centre (Keith Coughtrie)
Respondents	:	1.Tingdene Marinas Limited 2.Huntingdonshire District Council
Representative	:	1.Stephen Wood, Legal Counsel (Tingdene Group) 2.Ian Hawkings, 3C Shared Services
Type of application	:	An order that the site owner give the occupier a written statement as to the terms of their agreement (and in respect of the disputed express terms)
Tribunal	:	Regional Judge Wayte Tribunal Member Smith MRICS
Date of hearing	:	14 July 2026
Date of decision	:	3 August 2026

DECISION

The tribunal has varied or deleted the express terms remaining in dispute as set out in this decision.

Background

1. This application concerns the park home known as number 8, West Pontoon, Hartford Marina. This particular property is a caravan on a float, situated on a flooded gravel pit. In a decision of this tribunal dated 25 November 2021, it was decided that the property was a caravan as defined in section 29 of the Caravan Sites and Control of Development Act 1960. It was further decided that the 2014 Certificate of Lawful Use acted to provide the necessary planning permission to occupy that caravan for residential purposes and therefore the location of the property was a “protected site” to which the Mobile Homes Act 1983 applies, together with all the protections afforded to residential occupiers under that Act and associated regulations. The respondent was ordered to provide the applicant with a written agreement in compliance with the 1983 Act.
2. The original dispute in relation to the status of the property arose following the purported termination of the applicant’s right to occupy the site from 10 January 2021 on the basis that her part of the West Pontoon was beyond repair and would not be replaced. The FTT decision was unsuccessfully appealed by the respondent, with the final refusal of permission to appeal by the Supreme Court given on 7 November 2024.
3. On 23 November 2024 during storm “Bert”, the property became detached from its mooring and although it was temporarily secured with the assistance of other residents, it was moved by the first respondent as an emergency measure to a “temporary” location near the sales office for the Marina a few days later. Damage was also caused to the pontoon. Correspondence with one of the respondent’s directors indicated that number 8 would not be returned to the protected site; the applicant was given a time limited option of accepting a new berth at number 5, West Pontoon or the removal or scrappage of the property altogether.
4. On 16 December 2024 the applicant made two applications to the tribunal. The first seeking an order that her property be returned to its original pitch and the second requesting the written statement that had still not been provided by the respondent, despite the order of the FTT back in 2021. The property was subsequently returned but there remains a claim for damages in respect of the first application, which is due to be heard later this year.
5. The first respondent produced a draft written statement in January 2025 but had been unable to obtain their site licence, despite an application being made in August 2024. I joined the licensing authority, Huntingdonshire District Council, to the proceedings and a licence, with conditions, was eventually issued on 6 July 2026, shortly before the hearing. The Council were excused from attendance.

6. Both applications had been case managed together and were listed for hearing on 14 and 15 July 2026. At the hearing it was agreed that the tribunal would focus on the written statement. Directions were given for the applicant's damages claim and the second day moved to a later date to finalise that issue.

The Law

7. Section 1(2) of the 1983 Act provides:

Before making an agreement to which this Act applies, the owner of the protected site ("the owner") shall give to the proposed occupier under the agreement a written statement which—

(a) specifies the names and addresses of the parties;

(b) includes particulars of the land on which the proposed occupier is to be entitled to station the mobile home that are sufficient to identify that land;

(c) sets out the express terms to be contained in the agreement (including any site rules (see section 2C));

(d) sets out the terms to be implied by section 2(1) below; and

(e) complies with such other requirements as may be prescribed by regulations made by the Secretary of State.

8. The Regulations made under section 1(2)(e) are the Mobile Homes (Written Statement) (England) Regulations 2011. Part 1 of the Schedule contains information about the occupier's rights under the agreement (security of tenure, implied terms, right to apply to the Tribunal etc). Part 2 of the Schedule sets out the main provisions of the agreement, name and address, particulars of the land, pitch fee, its review and additional charges. There is also a requirement for a Plan to be attached. Part 3 of the Schedule contains any other express terms of the agreement. Accordingly, the parties are able to add any further special terms as agreed between them save that such express terms cannot oust the statutory implied terms (see section 2(1)).
9. Section 1 (5) provides that any express term (other than a Site Rule) which is not set out in a Written Statement is unenforceable by the Site Owner or successor in title of the Site Owner (subject to a section 2(3)(b) application by the Site Owner)
10. A Pitch Occupier may apply to the Tribunal (section 1(6)), where the Site Owner has failed to give a Written Statement, for an Order requiring the Site Owner to provide a Written Statement complying with section 1(2)(a) – (e) not later than such date as is specified in the Order.
11. Either party may apply to the Tribunal for variation or deletion of any express term of the agreement (other than a Site Rule) (see section 2(3)). Any application must be made within 6 months (section 2(3A)).

On application the Tribunal may make such provision as it considers just and equitable in the circumstances (section 2(4)).

12. Following provision of a draft written statement by the first respondent, this application has been treated as an application for amendment of the express terms. The applicant's representatives had persisted with their attempt to vary some of the implied terms but it was made clear at the hearing that the tribunal had no jurisdiction to do so. This decision will therefore only consider the express terms and particulars of the agreement.
13. Given the unusual features of this mobile home, the dispute really arises in respect of the first respondent's wish to include their standard mooring terms in the agreement between the parties. Rather than set out each party's argument sequentially, this decision will consider those parts of the agreement which remained in dispute prior to the hearing, after a brief description of the site itself and the Site Licence and Conditions.

Hartford Marina

14. The parties and the tribunal met at the Marina for a brief inspection prior to the hearing. Hartford Marina is a flooded gravel pit with a link to the River Ouse. There are some 170 boats moored there, together with houseboats, some of the same design as the property.
15. The main entrance leads to the office and workshops with a "cranage apron" where boats are brought to be craned ashore for maintenance or removal. The marina itself has several pontoons extending into the "lake". There is vehicular access around the lake to the pontoons, with the access roads seen by the tribunal in good condition.
16. The road to the West Pontoon leads to a parking area which is reserved for the owners of the houseboats attached to that pontoon. They are all of the same design as number 8 and appeared to be of similar vintage. Access to the pontoon itself is through a gate for security purposes.
17. Following the damage caused by Storm Bert, the respondent had rebuilt part of West Pontoon and there are now three houseboats on that new section, with the applicant's property at the end. The configuration had changed from the three being arranged in a fan shape at the end of the pontoon, to the houseboats each having a pontoon alongside them for added safety. The applicant's property has part of the pontoon extending along its left hand side to reduce the risk of excessive movement in adverse weather conditions. It also means that the property only requires simple mooring to the pontoon, which is secured by pillars embedded in the bottom of the pit.
18. The property itself, in common with all other "Hartford Houseboats", is a Willerby Caravan on a float. Both the caravan and the float are owned by the applicant. The "pitch" is therefore an area of water. The CLEUD

for number 8 had its own plan showing the pitch to include the footprint of the property and a space to the right hand side of it, which would appear to allow room for the mooring of a canoe or dinghy to the applicant's float.

The Site Licence

19. The Site Licence referenced the relevant planning permissions: 98/00115 which permitted use of a defined area for 15 houseboats for holiday use, amended by two established use certificates which permitted the relevant houseboats to be occupied as a residence. One of these applies to number 8. The Site Licence therefore applies to the whole of the West Pontoon and the houseboats moored to it. It also includes the parking area reserved for the use of the owners of the relevant houseboats.
20. The Conditions attached to the Site Licence have been adapted to take account of the fact that the property is on water but include standard terms as to density and spacing (each caravan shall be sited not less than 6 metres from any other occupied caravan), maintenance by the licence holder of all roads, pathways and walkways and the supply of drinking water and disposal of foul sewage.

The Terms in Dispute

21. Part 1 contains standard information about the rights of the resident and the agreement itself. The applicant had sought to exclude mention of the site rules and it was confirmed by the first respondent that at present there are none. There is a prescribed procedure under the 1983 Act for making, varying or deleting site rules. In the Scott Schedule running to some 87 pages the applicant had sought to make further amendments to this information. This standard drafting is common to all park home agreements and it is not clear that there is any need to change it or that it would be just and equitable to do so – most of the amendments were inconsequential. Any substantive proposals that in reality are express terms will be considered when we reach that part of the draft agreement.
22. Part 2 contains the Particulars of the Agreement. The applicant wished to add confirmation in paragraph 4 of rights of access to the property over other areas of the site and an ability to bring her property to the crane apron for necessary works. The first respondent agreed to record that the applicant would be given permission to pass and repass from the protected and licenced site along the access roads and to provide for an agreed area for the property to be brought ashore, on reasonable notice. In addition, the applicant sought permission for a canoe or dinghy to be moored to her property without additional charge. In the light of the apparent extent of her pitch as illustrated in the plan for the CLEUD and that other neighbouring houseboats have a similar facility, the tribunal considers that is also appropriate. For the avoidance of doubt, this is only to the right-hand side of the property

within the area of the applicant's "pitch" and not free mooring to the pontoon which extends to the left-hand side of the property and is owned by the first respondent. Wording for the agreement to cover this additional permission has now been agreed by the parties.

23. The pitch fee had been agreed at £4, 056, payable from 27 May 2017 by monthly instalments of £338. It was also agreed that water and sewerage were included. Any additional charges in paragraph 9 of Part 2 should therefore be limited to electricity, which is metered.
24. The objection in the Scott Schedule to the details of the mobile home in paragraph 10 of Part 2 was dealt with by a concession by the first respondent that "currently" be added, so as to make it clear that a replacement may be possible, as with other mobile homes.
25. The Annex to Part 2 contains the implied terms which apply automatically. Again, the applicant had sought to amend them but the first respondent and the tribunal made it clear that there is no jurisdiction to do so. Parties will have to do their best to apply the terms to this property. In the event of any further dispute, the remedy will be to bring the matter back to the tribunal under its wide jurisdiction to determine any question under section 4 of the 1983 Act.
26. That takes us to Part 3, the express terms. They start at paragraph 1 with a statement as to the applicant's right to station the mobile home. It may be that this is the better place to note permission as to access and the mooring of a canoe or dinghy but that is a matter for the first respondent, provided those express terms are somewhere.
27. Paragraph 2 of this part of the agreement is headed "Site owner's obligations" but was really an attempt to limit liability for lack of services, damages or the water levels in the marina. The objection stated by the applicant was that the drafting largely paraphrased the law, for example on occupier's liability. On that basis, the tribunal does not consider that they require deletion or that it would be just and equitable to do so but do agree that if the first respondent are only to be held to this standard, that must be reflected in the applicant's reciprocal obligations. Given that the water in the gravel pit feeds off the River Ouse, it is plainly correct that the first respondent cannot guarantee its level.
28. This would be the appropriate place for the additional terms suggested by the applicant in paragraph 4 of Part 1: to improve the pontoon, make any further improvements the site licence may require and "*not to carry out adjacent development harmful to the amenity of the protected site and to act consistently with its preservation*". The first respondent agreed to add a paragraph to this section confirming that they would comply with the licence conditions, which includes conditions in respect of maintenance of the pontoon (described as a walkway). As to the additional wording in italics, the tribunal did not consider it was just and equitable to limit the first respondent's ability

to develop its site. The applicant has entered into an agreement to occupy her pitch. The licence conditions require any other home to be situated not less than 6m and the first respondent confirmed they had no plans to site another houseboat on that part of the pontoon. The applicant also has the right to quiet enjoyment set out in the implied terms. That is sufficient protection.

29. The applicant's obligations are set out at paragraph 3 and were mainly taken from the first respondent's mooring agreement issued to other users of the Marina and/or Tingdene's standard agreements.

30. 3(a) dealt with the maximum number of occupants. Following the inspection the first respondent agreed to amend this from 2 to 4 which dealt with the objection.

31. 3(b) sought to prevent business use. The applicant wished to delete this clause on the basis that it may prevent her from working from home. The first respondent agreed that the clause was not intended to prevent that and would be interpreted reasonably. The tribunal agrees that the clause as written would permit working from home as an employed person. It is aimed at preventing people from running a business from the property, which is a reasonable limitation for this type of residential accommodation.

32. The applicant also objected to 3(c) which states that the home must not be rented to paying guests. The tribunal is not persuaded that it is just and equitable to remove this term. The property in question is a modest caravan, currently arranged with a single bedroom (a smaller bedroom was removed by the applicant). The neighbouring houseboats are of a similar size and in reasonably close proximity to each other. The thrust of the clause is clearly to prevent casual use e.g. Air BnB and similar. That is wholly reasonable given the circumstances of this property.

33. The applicant also objected to clause 3(d)(ii) in respect of the maintenance of the mobile home in a condition whereby it is capable of being moved from one pitch to another. The objection was unclear and was not elaborated on at the hearing, other than to point out that there were no other pitches as such. Again, this is clearly a standard clause for a mobile home. In order to maintain the applicant's protection, her property has to comply with the definition of a caravan in the 1983 Act which includes mobility. The applicant has failed to establish that it is just and equitable to delete this term.

34. 3(e) sought to prevent any of the applicant's possessions being left elsewhere in the Marina or anything being attached to the pontoon. The applicant wished to qualify that clause by consent – examples given were for a wheelchair or zimmer frame and add provision for the fixing of her property to the pontoon. The tribunal does not consider that it is just and equitable to qualify the clause by consent. The applicant's float has room for the storage of limited items and it would

be inappropriate for the site owner to allow the pontoon to be obstructed by personal belongings (and potentially in breach of the Licence Conditions). Clarifying that the home itself can be so attached has greater merit. The agreement in paragraph 1 of this part should be changed from “station” to “moor” to provide for that clarification.

35. 3(h) in respect of adverts was qualified by the first respondent to confirm that a “for sale” sign would be allowed in the window of the mobile home, in common with other parks owned by the first respondent.
36. 3(l) was similarly varied by agreement at the hearing to allow for fishing from the mobile home only.
37. The objections in respect of fire precautions in 3(n) appeared to have been withdrawn at the hearing and the applicant’s representative conceded that having inspected the property, her wish to use a BBQ on her float was unsafe. For the avoidance of doubt, the tribunal would not have considered it just and equitable to delete or vary this clause or 3(p) in respect of BBQs more generally.
38. It was not clear that the applicant’s objection to agreeing not to do anything which risked a breach of the site licence conditions had been withdrawn but the objection was based on the fact that the licence had not been issued. In view of the fact that the applicant is now aware of the conditions, it is not just and equitable to delete this clause. Similar objections to the park rules if any (there are none and the first respondent agreed they would consult before introducing any) and the Marina rules are also without foundation.
39. Insurance had been agreed by the time of the hearing. The next dispute was in respect of 3(y) which sought to provide an indemnity to the site owner in respect of damage caused by the mobile home, vehicle or guests. The first respondent agreed to amend the clause to read “*You will be liable to the site owner for all reasonable loss, damage etc*” caused, which the applicant accepted.
40. The applicant sought to argue that it was unreasonable for any contractor appointed by her to maintain liability insurance of £5m. The first respondent was insistent on the use of professional contractors given the complexities of the site and the tribunal agrees that it is not just and equitable to reduce or delete that requirement in the circumstances. The applicant’s own insurance provided for £5m public liability insurance and therefore there is no good reason why a contractor working on her behalf should not have the same cover.
41. The next argument was in respect of paragraph 3(a)(a), interest on late pitch fees or other sums at 4% above base. The applicant conceded that was the same as the current court rate and the tribunal notes that this is a standard term in Tingdene’s agreements and many leases. In those circumstances, it is not just and equitable to remove that provision.

42. 3(b)(b) obliges the applicant to keep her float in good condition. Clearly that is a reasonable clause, the tribunal assumes the objection is again to the requirement for any contractors to have £5m public liability insurance. It seems to the tribunal that it is even more justifiable for contractors working on the float to be suitably insured and therefore it is not just and equitable to vary or delete this provision.
43. The first respondent agreed to delete 3(c)(c) as the environmental policy was really aimed at employees rather than residents.
44. The applicant's skeleton appeared to move away from her objections to the use of smokeless fuel, proper discharge of bilges etc and communications. The tribunal sees nothing controversial in these provisions and has heard no argument to sustain a case that their removal or variation is just and equitable.
45. The objection to paragraph 7 in respect of electrical provisions was said to be on the basis that the applicant does not control the arrangements. The clause makes it clear that "*mains electricity is only available to mobile homes with a properly equipped and protected ring main installation*". The provision is clearly aimed at making the occupier responsible for maintaining the power in their home, which seems perfectly reasonable. Provisions 7(c) and (d) are similarly reasonable, providing for the potential of the occupier paying for damage caused by her or her property and agreeing to pay for her metered electricity. No case has been made for their deletion.
46. Finally, the objection to a statement of the legal position as to the site owner's liability on safety at paragraph 8 may not have been pursued at the hearing but for the avoidance of doubt, the tribunal does not agree that it is just and equitable to remove it. There is value in the agreement covering all bases, particularly given the obviously higher risk of occupying a property on water in a marina.
47. It is hoped that the parties can now at last complete their agreement

Regional Judge Wayte

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).