



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

Case References	:	BIR/00GG/PHI/2025/0006; BIR/00GG/PHI/2025/0008 to 0013; BIR/00GG/PHI/2025/0015 to 0019; and BIR/00GG/PHI/2025/0021
Properties	:	Various premises at Hawkstone Park, Whittington Road, Oswestry, Shropshire SY11 1JH (see attached Schedule)
Applicant	:	Britaniacrest Limited, now known as Tidemoor Trading Limited
Representative	:	Mr Nicholas Wright (counsel), instructed by Horsley Law
Respondents	:	As listed in the Schedule
Representative	:	Mr Justin Candy and Mr Michael Lade
Application	:	Application by site owner for a determination of a new level of pitch fee, under paragraph 16 of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983
Tribunal Members	:	Judge M K Gandham Mr N Wint BSc (Hons) FRICS ACI Arb
Date and venue of Hearing	:	21 April 2026 (Remote via CVP)
Date of Decision	:	2 September 2026

DECISION

Decision

1. The Tribunal determines that the pitch fees for the following properties at Hawkstone Park shall be increased from 1 February 2025 as follows:

No. 1	- from £283.75 per month to £290.28 per month
No. 2	- from £329.27 per month to £336.84 per month
No. 4	- from £177.13 per month to £181.20 per month
No. 6	- from £186.89 per month to £191.19 per month
No. 11	- from £183.44 per month to £187.66 per month
No. 12	- from £142.10 per month to £145.37 per month
No. 13	- from £142.10 per month to £145.37 per month
No. 14	- from £171.52 per month to £175.46 per month
No. 17	- from £184.70 per month to £188.95 per month
No. 19	- from £176.81 per month to £180.87 per month
No. 20	- from £180.52 per month to £184.67 per month
No. 22	- from £176.81 per month to £180.87 per month
No. 25	- from £231.23 per month to £236.55 per month

Reasons for Decision

Introduction

2. By applications received by the Tribunal in March 2025, Britaniacrest Limited ('the Applicant'), now known as Tidemoor Trading Limited, applied to the First-tier Tribunal, Property Chamber under paragraph 16 of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended) ('the Act') for the determination of a new level of pitch fee.
3. The applications included those in respect of the properties known as Nos. 1, 2, 4, 6, 11, 12, 13, 14, 17, 19, 20, 22 and 25 Hawkstone Park ('the Properties'), all of which are situate on Hawkstone Park, a mobile home site located off Whittington Road in Oswestry, Shropshire ('the Site'). [Applications had also been made in respect of Nos. 10, 21, 23 and 24 Hawkstone Park, but these were settled or withdrawn prior to the hearing. In addition, following the hearing (in correspondence received from Applicant's Representative on 29 July 2026), the Tribunal received evidence which confirmed that the occupier of No. 15 Hawkstone Park had agreed to the proposed pitch fee on 19 December 2025, so the Applicant withdrew that application.]
4. On 1 January 2025, the Applicant had sent a notice to each of the Respondents - Mr and Mrs Ellison (No. 1), Mr Hindle (No.2), Mr Evans (No. 4), Mr and Mrs Brown (No. 6), Mr De Saram (No.11), Mr and Mrs Bates (No. 12), Mr and Mrs Dennis (No. 13), Mr and Mrs Risdon (No. 14), Mr and Mrs Morris (No. 17), Mr and Mrs Lade (No. 19), Mr and Mrs Gough (No. 20), Mr and Mrs Candy (No. 22) and Mrs Chetwood (No.25) - detailing a proposed increase in the pitch fee for their respective homes. The increase was to take effect from 1 February 2025.

5. As the Respondents failed to pay the increased pitch fees, the Applicant applied to the Tribunal for a determination of the new pitch fee for each of the homes under paragraph 17(4)(a) of Chapter 2 of Part 1 of Schedule 1 to the Act.
6. The Tribunal issued a Directions Order on 24 November 2025, in respect of all of the Properties. The Order confirmed that, although separate applications had been received in relation to each mobile home, as they were in the same form and related to the same issues, the Tribunal intended to determine them together.
7. A joint statement was received from the Respondents in relation to their respective cases and a Statement in Reply was received from the Applicant, comprising a witness statement from Mrs Julie Atkinson (the Finance Manager for Stateside Management Limited who managed the Site for the Applicant).
8. The Applicant was represented by Horsley Law and Mr Justin Candy and Mr Michael Lade were appointed as the Respondents' representatives.
9. Due to the issues in dispute, the Tribunal did not inspect the Property, and a hearing was held remotely on 21 April 2026.

The Law

10. The relevant law is set out in Chapter 2 of Schedule 1 to the Mobile Homes Act 1983 (as amended), in particular, paragraphs 16 to 20 inclusive. Subsequent references in this decision to paragraphs 16 to 20 are references to this Chapter of this Schedule. The relevant provisions of the legislation that apply to this decision given the matters raised by the parties are as follows:

Mobile Homes Act 1983, Chapter 2 Schedule 1

16

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

(a) with the agreement of the occupier, or

(b) if the appropriate judicial body, 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.

17

(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) A notice under sub-paragraph (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 ... the occupier may apply to the appropriate judicial body 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 appropriate judicial body 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 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the appropriate judicial body 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 but no later than three months after the review date.

...

18

(1) When determining the amount of the new pitch fee particular regard shall 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 paragraph 22(e) and (f) below; and*
 - (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the appropriate judicial body on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;*
- (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 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);*
- (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 reduction or deterioration for the purposes of this sub-paragraph);

...

20

(A1) 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 consumer 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).

...

Hearing

11. An oral hearing was held remotely on 21 April 2026. Nicholas Wright (counsel from the Barrister Group Chambers) and Mrs Atkinson represented the Applicant, and the Respondents were represented by Mr Candy and Mr Lade.

The Issues

12. The only issue that was in dispute between the parties was what the starting point – ‘*The current pitch fee*’ - in Section 2 of the Pitch Fee Review forms should have been in respect of each of the Properties.

Submissions

Applicant

13. Mr Wright, on behalf of the Applicant, confirmed that the facts in the case were not in dispute and that the Respondents’ argument was on a distinct point.
14. He stated that the Respondents did not raise any issues with regard to the validity of the review notices in respect of procedural requirements or service, nor did they appear to dispute the CPI figure of 2.3% taken from October 2024. The only dispute appeared to relate to the correct current pitch fee immediately before 1 February 2025 for each affected pitch.

15. Mr Wright referred to the decision of the Upper Tribunal in *The Beaches Management Ltd v Furbear and others* [2024] UKUT 180 (LC), which set out the procedural structure of the review mechanism for pitch fee increases. He submitted that the Applicant had always complied with the review procedure and that in paragraph 29 of Chapter 2 of Part 1 of Schedule 1 to the Act, the '*pitch fee*' was defined by the amount the occupier was required by the agreement to pay to the owner, not amounts voluntarily remitted by such occupiers.
16. Mr Wright also noted that the Applicant was only seeking an increase in line with CPI and that the Respondents had not raised any paragraph 18(1) matter to displace the presumption in paragraph 20 for such an increase, such as any quantifiable deterioration in amenity or reduction in services. He referred to the decision of the Upper Tribunal in *Vyse v Wyldecrest Parks (Management) Ltd* [2017] UKUT 24 (LC) and noted that factors of sufficient weight would be required for any departure from the CPI presumption.
17. As the Respondents had failed to identify any factors to rebut the presumption, Mr Wright submitted that, should the Tribunal find that the starting base figures should have been lower, CPI should be applied to those figures from 1 February 2025 for the February 2025 review.
18. Mrs Atkinson confirmed that the Applicant had served Pitch Fee Review Forms on the Respondents in 2023 and 2024, following the statutory procedure. She stated that the figures detailed for the '*current pitch fee*' in the Pitch Fee Review Forms sent to the Respondents in relation to the February 2025 review were calculated by increasing, by CPI, the figures detailed for the '*proposed new pitch fee*' in the Pitch Fee Review Forms sent to the Respondents for the February 2024 review.
19. She confirmed that the same exercise had been carried out in the Pitch Fee Review Forms sent to the Respondents for the February 2024 review, in that case using the '*proposed new pitch fee*' figures detailed in the Pitch Fee Review Forms sent to the Respondents for the February 2023 increased by CPI.
20. Mrs Atkinson confirmed, after checking her records, that the Respondents had disputed the pitch fee for 2023 and that she could not locate any correspondence which stated that the pitch fees for 2024 had been agreed. She also confirmed that no applications had been made to the tribunal in respect of either of those proposed pitch fee increases and that the Respondents had not paid the increases.
21. Mrs Atkinson agreed that the figures set out in Column B of a table produced by the Respondents as part of their submissions, set out the figures that were calculated after the 2022 pitch fee review and were the amounts currently being paid by the respective Respondents.

Respondents

22. The Respondents submitted that the increases referenced in the Pitch Fee Review forms for 2025 had been calculated by compounding CPI increases which had neither been agreed between the parties nor determined by the tribunal.

23. The Respondents referred to paragraph 17 and noted that a pitch fee could only be changed by agreement or via a tribunal determination, and that where a proposal was disputed, the existing pitch fee continued. As neither the 2023 or 2024 increases had been agreed or determined by the tribunal, Mr Candy stated that the starting point for any increase for the 2025 pitch fee, should have been the last agreed pitch fees, being the ones following the 2022 review.
24. Although the Respondents referred to some prior issues with communication and maintenance in their joint response, they confirmed that they did not dispute that the correct CPI percentage figure was 2.3%, nor did they state that a CPI increase, in itself, was disputed.
25. The Respondents confirmed that the statutory implied terms could not be excluded from the agreements and that, accordingly, the agreed figures for the 2022 increases should have been used for the ‘*current pitch fee*’ figures in the Pitch Fee Review Forms served in 2025.
26. The Respondents submitted a table which set out the pitch fees paid as of 1 January 2025, together with the amounts they considered should have been the correct proposed pitch fees, with the fees having been uplifted by adding the 2.3% CPI increase.

The Tribunal’s Deliberations

27. The Tribunal considered all of the evidence submitted, both written and oral, briefly summarised above.
28. The Tribunal noted that neither party disputed that the pitch fee should increase by the statutory presumption under paragraph 20, nor that the relevant CPI figure was 2.3%. The only issue in dispute related to what starting point (the current pitch fee) for that increase should have been.
29. The Respondents are correct in that paragraph 16 confirms that the pitch fee can only be changed in accordance with paragraph 17 either “*with the agreement of the occupier*” or by determination by the tribunal on the application by either party.
30. The parties confirmed that both the 2023 review and the 2024 review had not been agreed by the parties and that no application had been made to the tribunal in respect of the same. As such, the sums being paid by the Respondents were not sums “*voluntarily remitted*” by the Respondents but were the increased pitch fees agreed between the parties following the 2022 increase.
31. Although Mr Wright was correct in stating that the ‘*pitch fee*’ in paragraph 29 was defined by the amount the occupier was required by the agreement to pay to the owner, any agreement is subject to the implied terms.
32. Paragraph 17(4) of the implied terms sets out the position of the parties when a pitch fee increase proposed is not agreed. Paragraph 17(4)(b) states that:

“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 appropriate judicial body under paragraph 16(b)”

33. This position was confirmed by the Upper Tribunal in paragraph 12 of the *The Beaches Management Ltd* decision referred to by Mr Wright:

“So if an increase in the pitch fee is proposed by the site owner and the occupier does not agree to it, the pitch fee will not be changed unless the FTT so decides. Moreover, the site owner can only change the pitch fee by following the procedure set out in paragraph 17.”

34. As such, when the 2023 increases were proposed (albeit using the correct procedure) but were not agreed by the Respondents and not referred to the tribunal by either party, the pitch fees *did not* change. They remained at the amounts agreed in 2022.
35. Consequently, when the 2024 pitch fee increases were proposed, the ‘*current pitch fee*’ were the figures agreed in 2022. As the 2024 increases were also not agreed, and not paid by the Respondents, and the matters were not referred to the tribunal for determination, the pitch fees, again, *did not* change.
36. The Tribunal finds that the correct ‘*current pitch fee*’ figures used in the 2025 forms should have been those agreed in 2022 and currently being paid by the Respondents for their respective homes.
37. As the Respondents have not raised any issues with regard to the review procedure other than the starting point of the pitch fees, have accepted that the correct CPI was 2.3% and have not raised any matters which would rebut the statutory presumption of an increase in line with CPI, the Tribunal determines that the pitch fees shall be increased from 1 February 2025 to the figures set out in paragraph 1 above.

Appeal

38. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (Rule 52 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

M K Gandham
Deputy Regional Judge

SCHEDULE

Tribunal Reference	Respondent Occupier	Property
BIR/00GG/PHI/2025/0006	Mr & Mrs Risdon	14 Hawkstone Park
BIR/00GG/PHI/2025/0008	Mr & Mrs Gough	20 Hawkstone Park
BIR/00GG/PHI/2025/0009	Mr De Saram	11 Hawkstone Park
BIR/00GG/PHI/2025/0010	Mr Evans	4 Hawkstone Park
BIR/00GG/PHI/2025/0011	Mr Hindle	2 Hawkstone Park
BIR/00GG/PHI/2025/0012	Mr & Mrs Brown	6 Hawkstone Park
BIR/00GG/PHI/2025/0013	Mr & Mrs Candy	22 Hawkstone Park
BIR/00GG/PHI/2025/0015	Mr & Mrs Bates	12 Hawkstone Park
BIR/00GG/PHI/2025/0016	Mr & Mrs Dennis	13 Hawkstone Park
BIR/00GG/PHI/2025/0017	Mrs Chetwood	25 Hawkstone Park
BIR/00GG/PHI/2025/0018	Mr & Mrs Lade	19 Hawkstone Park
BIR/00GG/PHI/2025/0019	Mr & Mrs Morris	17 Hawkstone Park
BIR/00GG/PHI/2025/0021	Mr & Mrs Ellison	1 Hawkstone Park