



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

Case References : **BIR/17UD/PHI/2025/0033**

Property : **110 Riverdale Park Bent Lane Staveley S43**
3UH

Applicant : **Cathmal Limited**

Representative : **None**

Respondent : **Ms K Whitehead**

Representative : **None**

Type of Application : **Application by site owner or occupier for
determination of new level of pitch fee
Paragraph 16 of Chapter 2 of Part 1 of
Schedule 1 to the Mobile
Homes Act 1983 (as amended)**

Tribunal : **Judge P.J Ellis.
Tribunal Member Ms Kay Bentley**

Date of Hearing : **2 September 2026**

Date of Decision : **7 September 2026**

DECISION

The Tribunal confirms the increase in pitch fee from £449.97 pcm to £458.32pcm with effect from 1 April 2025.

Introduction and Background

1. This is an application for determination of a new level of pitch fee effective from 1 April 2025 for the park home site known as 110 Riverdale Park Staveley Chesterfield Derbyshire. The applications were issued on 10 June 2025. Directions were issued on 17 October 2025. The matter was heard by this Tribunal by video on 2 September 2026. Mr and Mrs Stapleton directors of the Applicant attended the hearing on behalf of the Applicant. Miss Whitehead attended on her own behalf.
2. This Tribunal had inspected Riverdale Park on 30 January 2025 in connection with an earlier hearing between these parties number BIR/17UD/PHC/2024/0039/40/41. There was no inspection before this hearing.

The Agreement and the claimed increase in pitch fee.

3. Miss Whitehead lives at 110 Riverdale Park pursuant to the statutory pitch agreement which was produced to the Tribunal with the application. The agreement was made on 1 March 2021. It is in statutory prescribed form.
4. Part 2 sets out particulars of the Agreement recording the name of the parties, the address of the property, the pitch, the date from which it is payable and the review date. Also, at paragraph 9 are charges additional to the pitch fee. This paragraph provides that water charges are added at cost after dividing the account by the number of homes on the site.
5. Paragraph 21 (Owners Obligations) of Annex to Part 2 of the Written Statement under the Mobile Homes Act 1983 provides

The occupier shall (a) pay the pitch fee to the owner;

(b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;

(c) keep the mobile home in a sound state of repair.

6. The Annex to Part 2 of the Written Statement under the Mobile Homes Act 1983 sets out implied terms of the agreement between the parties relating to occupation of their pitches. The implied terms are those prescribed by Chapter 2 Part 1 of Schedule 1 to the Mobile Homes Act 1983 as amended by the Mobile Homes Act 2013. Paragraphs 16-20 of Part 2 are relevant to this case as they set out the procedure for increasing the pitch fee and the right of the licensees to challenge the proposed increase. The Mobile Homes (Pitch Fees) Act 2023, which came into force on 2 July 2023, changed the method of calculating any increase from the Retail Price index to the Consumer Price Index.

7. Paragraph 20A1 of the statutory agreement provides a statutory presumption that the pitch fee will increase each year on the review date:

“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;”

8. The CPI figure is calculated by using the last figure that was published, 28 days before the review date. In this case, the latest CPI figure prior to the date of the Notice was published in January 2025 as the Applicant’s notice of increase was prepared and given on 27 February 2025. The CPI Index was an increase of 3% change over twelve months.

9. The Pitch Fee Review Form records the proposed increase of £13.35 based on the change of CPI of 3% raising the fee from £449.97 to £458.32 pcm with effect from 1 April 2025.

10. Paragraph 18(1) of the implied terms which relates to the pitch fee provides

(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);

(ba) any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date

The Inspection of Riverdale Park

11. The following description of Riverdale Park is taken from the decision of January 2025, Riverdale Park is situated at the end of Bent Lane, there is a bowling green and cricket ground bordering the south side of the Park. A local council run nature reserve borders the northern side. A River Doe Lea forms the eastern boundary with open ground beyond the river.

12. The Tribunal noted some road resurfacing had taken place since the last pitch review. There had been drainage works carried out to reduce the risk of flooding. Some pitches were vacant and in the process of preparation for new owners. Some consequential works had been carried out to prepare for installation of services to the vacant pitches. The Tribunal noticed that some of the trenches created in the course of these works were back filled to road level but had not been covered with tarmac leaving an unfinished appearance.
13. The wooden fence along the border with the nature reserve is in poor condition with some broken staves. According to the Applicant the fence is the responsibility of the local council. The condition has been reported but no action has been taken to repair or replace the fence.
14. There is a small laundry room adjacent to the site office. A public notice board is in the laundry room displaying the site licence and insurance certificate.
15. Three fire alarms were observed around the site located in positions which ensured any alarm was audible across the site.
16. Street lighting is being upgraded. As each lamp fails it is replaced with new more powerful LED lighting. So far only a small number of lights have been upgraded.

The Parties Submissions.

17. Miss Whitehead objected to the proposed increase. Consequently, the Applicant issued this application pursuant to the jurisdiction of this Tribunal under s4 Mobile Homes Act 1983 to determine the new level of pitch fee.
18. Karen Whitehead by her written submissions and in person at the hearing opposed the increase for a number of reasons.
 - a. The site was not value for money and its condition would make it hard to sell their properties.
 - b. She was unaware of site improvements and disputed the costs incurred in the installation of a storm drain by the Applicant.

- c. There was no clarity over water and electricity accounts.
- d. The state of the boundary fence which was the subject of her complaint in previous proceedings was unchanged. Miss Whitehead had invited the local authority to inspect the fence and accept responsibility for it as asserted by the Respondent, Her evidence to the Tribunal was that the council official who attended denied the fence was council responsibility.
- e. Maintenance of the grounds was neglected.
- f. The base for a shed on her pitch was in poor condition.
- g. The Applicants had not undertaken a survey as promised to ascertain whether speed bumps on park roads should be laid.
- h. The Applicant was unresponsive to complaints and questions from Miss Whitehead and generally. Nothing gets done when issues are raised.

19. Mr and Mrs Stapleton in their submissions asserted the water and electricity accounts are charges additional to the pitch fee and accordingly outside the issue of the increase in pitch fee. They asserted there had been relevant improvements to the park. The cost of installing the storm drain had been significant. It was intended to speed drainage of excess water accumulating after heavy rain. It had been installed after the park suffered a flood on an earlier occasion. Work in connection with the drain was underway and noted in the previous decision. Street lighting was being changed to improved lights as older lights failed. Mr Stapleton had discussed speed bumps with occupiers. He encountered difference of opinions. His personal view was that speed bumps were a sensible installation, but many owners complained they created additional noise. Mr Stapleton was satisfied the boundary fence was the council responsibility. The shed base is the responsibility of the pitch owner.

20. Mr and Mrs Stapleton asserted the Applicant had committed substantial funds to improving and developing the site. They deal with any issues which are the responsibility of the Applicant promptly when notified of them. Other pitch owners are content with their management of the park.

Discussion and Decision

21. The Applicant complied with the formalities required to increase the pitch fee.

There is a statutory presumption the pitch fee will increase unless an increase is unreasonable. An increase may be implemented unless the Tribunal it finds there has been deterioration in the condition or amenity of the site or there has been a reduction in the service that the Applicant supplies to the site.

22. The Tribunal finds that there has been no such reduction in the amenity or services sufficient to refuse or reduce the proposed new pitch fee which is payable from 1 April 2025.

23. The issues relating to utilities are unrelated to pitch fees. The boundary fence has featured in previous applications. In this case as with the earlier cases it is not an issue of sufficient seriousness to justify a reduction of the proposed increase whoever is responsible for its condition.

24. The Tribunal is not satisfied that the matters raised by Miss Whitehead are sufficient to displace the presumption of increase prescribed in paragraph 20A1 of the Written Statement under the Mobile Homes Act 1983. The Tribunal confirms the increase in pitch fee from £449.97 pcm to £458.32pcm with effect from 1 April 2025.

Appeal

25. 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).

Judge P.J Ellis

