FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/24UJ/PHC/2026/0001
Property	:	12a King George Park, New Milton, Hants, BH25 6QJ
Applicant	:	Mr Simon Musto
Representative	:	Mr Drew Lincoln of counsel instructed by Tozers LLP
Respondent	:	Mr John Pitts
Representative	:	
Type of Application	:	Determination of any question arising under Section 4 Mobile Homes Act 1983
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Mr P Smith FRICS Tribunal Member Ms Wong
Venue	:	Southampton Tribunal Centre
Date of Hearing	:	10 September 2026
Date of Decision	:	30 September 2026

DECISION

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This is a formal order of the Tribunal which must be complied with by the parties.

Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

Summary of Decision.

(1) The Tribunal finds that the Respondent failed to comply with that obligation to keep the pitch clean and tidy and was therefore in breach of the agreement.

(2) The Respondent must restore the pitch and outside of the mobile home into a clean and tidy condition by 18 December 2026.

Background

1. The Applicant is Simon Musto, who is the owner of King George Mobile Home Park, Christchurch Rd, New Milton, BH25 6QJ. Mr Musto's legal representatives are Tozers LLP, solicitors. Mr Musto is the Site Owner.

2. The Respondent is John Pitts; he is the owner of a mobile home situated at pitch 12A at King George Mobile Home Park. He is the Home Owner. The Respondent became the owner of his mobile home in 2015. The Respondent represented himself.

3. King George Mobile Home Park, Christchurch Rd, New Milton, BH25 6QJ is the site. The site is a protected site.

4. The Applicant seeks a determination of a question arising under Section 4 of the Mobile Homes Act 1983. The question for determination is 'whether the Respondent is in breach of implied term 21', and, if so, the Tribunal was invited to make an order.

5. The Applicant invited the Tribunal to make an order that the Respondent restores the pitch and the area outside the mobile home

to a clean and tidy condition and that he puts the mobile home into a sound state of repair.

6. The application is dated 08 January 2026

The Law

7. The Mobile Homes Act 1983 governs the terms of the agreement whereby the mobile home owner ("the Home Owner") is allowed to station their home on land owned by another ("the Site Owner").

8. Under s4 of the 1983 Act the Tribunal may determine any question arising under the 1983 Act or under an agreement to which the Act applies, and to consider any proceedings brought under the 1983 Act or any such agreement.

9. Mobile home is defined in the 1983 Act, as having the same meaning as "caravan" in the Caravan Sites and Control of Development Act 1960. The definition of caravan is:

> *"caravan" means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted, but does not include—*
>
> *(a) any railway rolling stock which is for the time being on rails forming part of a railway system, or*
>
> *(b) any tent;*

10. The MHA 1983 applies to those entitled by agreement to station mobile homes which they intend to be their only or main residence on land forming part of "protected site" (MHA 1983, s.1). Land forms part of a protected site when it is licensed for the purpose (or it is land which would be licensed if it were not owned by a local authority) under Part I of the Caravan Sites and Control of Development Act 1960, see MHA 1983 s.5(1) and s.1 of the Caravan Sites Act 1968.

11. The Act also affords the occupier some security by implying into the agreement a number of important terms, for example terms relating to termination, requiring the owner to provide the occupier with a written statement of the agreement, alienation, pitch fees, obligations of either party (including maintenance obligations), a right of access and a right of the occupier to quiet enjoyment.

12. The implied terms have effect notwithstanding any express term of the agreement and whether or not a written statement has been given as required, see MHA 1983 s.2(1) and Part I of Schedule 1 to the MHA 1983.

13. Any site rules that apply to a protected site, will also become terms of the agreement, MHA 1983, s.2C. The site rules can only be imposed on a site if the requirements of the Mobile Homes (Site Rules) (England) Regulations 2014 (SI 2014/5) have been met.

14. The owner must give the occupier a written statement 28 days before the agreement to occupy the site is made; see MHA 1983, s.1(3). The statement must set out various items, including the implied terms, and must be in the prescribed form; see MHA 1983, and the Mobile Homes (Written Statement) (England) Regulations 2011 (SI 2011/1006).

15. If the owner fails to comply, the occupier may apply to the appropriate judicial body for an order requiring the owner to provide the statement; see MHA 1983, s.1(6) and s.4 for determining which judicial body is appropriate. While the parties can agree in writing to a shorter period for service of the written terms, failure to serve them in time, or at all, means the site owner cannot enforce any express terms unless he applies to the appropriate judicial body. The occupier can rely on and enforce any of the express terms in their favour.

16. Of the implied terms, paragraph 5 of Chapter 2 of Part 1 of Schedule 1 to the MHA 1983 permits the owner to terminate the agreement if a Tribunal is satisfied that there has been a breach and after service of a notice to remedy the breach, the occupier has not remedied it within

a reasonable time, and the Tribunal considers it reasonable for the agreement to be terminated.

The Hearing

17. The hearing took place in person at the Southampton Tribunal Centre. The case was listed with a time estimate of half a day. There was a 187-page hearing bundle.

18. Earlier in the proceedings, the Tribunal determined there would be no inspection. The day before the hearing, the Tribunal sent directions to the parties asking them to provide, either before or at the hearing, up-to-date photographs, the survey report from Platinum Park Home Services referred to by the Respondent, or documentary evidence of relevant actions, if any, undertaken since the parties' last witness statements.

19. At the hearing, the Applicant was represented by Mr Lincoln of counsel. The Respondent appeared in person. Mr Lincoln provided a skeleton argument that reached the Tribunal at approximately 10:00 AM. The panel took some time to read that skeleton argument before calling the matter on. The matter was called on at 10:10, and the Tribunal dealt with preliminary issues.

Preliminary issues

20. Mr Lincoln's skeleton argument highlighted that there was an outstanding application from the Respondent to submit further unspecified evidence. Mr Lincoln provided a hard copy of that application and the panel also managed to locate it on the Tribunal electronic file. The Respondent's application was simply a request for permission and did not attach to it the additional documents that the Respondent wished to rely on. The Tribunal decided that the hearing would proceed and that if it became apparent that one of the documents that the Respondent wanted to rely on was needed, it would make a decision at that point in time.

21. The Tribunal then asked the parties if they had managed to obtain the documents that had been requested. Neither party had. The

Applicant's legal representatives had responded to the email saying that they did not have and could not obtain the documents in time for the hearing. The Respondent stated he had sent an email reply. That email was not immediately available, and Mr Lincoln had not seen it.

22. The Tribunal inquired with the Respondent as to whether he was able to contact Platinum Homes to see if a copy of the survey was available, as it appeared to the Tribunal that such a survey would be of significant help in understanding the state of repair of the Respondent's mobile home. The Respondent confirmed that he thought he could contact them. The Tribunal permitted a short adjournment to allow the Respondent to contact Platinum Homes.

23. During the short adjournment, the Tribunal was able to locate an e-mail that the Respondent had sent in reply to the Tribunal's request for documents and provided a copy of that to Mr Lincoln, as he had not seen that e-mail.

24. Upon resuming the hearing, the Respondent updated the Tribunal that Platinum Homes were not willing to share a copy of their survey, as they stated it was commercially sensitive. They would send him an e-mail stating that they had done a survey and outlining the current grant/funding position. The Tribunal then resumed the hearing.

<u>The Evidence</u>

25. At the start of the parties giving evidence, it became apparent that this was an aspect of the hearing the Respondent had not anticipated. The Tribunal did not place the Respondent under any pressure and assisted where appropriate.

The Applicant

26. Mr Musto gave evidence; his two witness statements were put into evidence. He then answered questions from the Respondent. The Respondent did his very best to ask questions in an environment that was very new to him. The Tribunal assisted him in rephrasing his statements into questions and afforded him a certain level of leeway given his unfamiliarity with the process. The Tribunal did, however,

always ensure those questions asked of Mr Musto were relevant and appropriate.

27. In answering questions in cross-examination, Mr Musto set out as follows

    a. Since Mr Pitts had become the owner of the mobile home, he had not maintained it, and both it and the pitch were in a dilapidated state. He informed the Tribunal.

    b. Mr Musto did not accept that it was not a requirement to replace the UPVC windows; it was his evidence that the windows were the wrong windows and they should be replaced, as stated by the surveyor. On further questioning from Mr Pitts in relation to the windows, it was Mr Musto's evidence that the surveyor clearly says the windows *possibly* need replacing.

    c. In relation to the support stands, it was put to Mr Musto that these were not urgent; that was not accepted by Mr Musto.

    d. In relation to the timber support on the underside, Mr Musto stated that that was urgent too.

    e. Mr Musto stated Mr Pitts' pitch was untidy and dangerous due to the fact that there were many items on the ground, including broken glass. This was a concern due to the danger it posed to other residents who are also older.

    f. Mr Musto regularly checked on Mr Pitts' pitch; he had not seen any evidence of it being tidied up. It wasn't tidy at the moment, and no work had been carried out on the mobile home.

    g. The surveyor's report from Mr Gibbs was, as far as Mr Musto was concerned, definitive that the mobile home was not in a state of sound repair.

    h. Mr Musto maintained that significant repairs were required to the exterior walls.

    i. Mr Musto maintained that the brick skirt was in need of remedial work and the removal of plant matter.

j. Mr Musto did accept that if Platinum Homes carried out their insulation work, the drip tray would be removed, and there would be no need for a replacement as a result of Platinum Homes' work.

28. The conditional inspection report by Mr Matthew Gibbs, Principal Inspector, dated 20 June 2025 formed part of the Applicant's case. No permission was granted for an expert report; therefore, Mr Gibbs opinion was not in evidence, and his evidence stood as factual evidence.

29. There was then a small comfort break in the hearing to allow the Respondent to check for emails from Platinum Homes. The Platinum Homes email had arrived; the Respondent showed it to Mr Lincoln and forwarded it to the Tribunal. The email was added to the evidence.

The Respondent

30. After a short break, the Respondent gave his evidence. Mr Pitts' two witness statements were put into evidence, and he was then cross-examined by Mr Lincoln. In summary of his answers given in cross-examination, he said:

a. Mr Pitts did not have any qualifications as a surveyor nor any experience in that field.

b. Mr Pitts had purchased the mobile home in 2015; it had been built in approximately 1985, and it had been approximately 30 years old when he purchased it. Since purchase, he hadn't done any work to the timber walls, although when he first moved in there were one or two patches of rot on the exterior walls; these had been remedied.

c. Mr Pitts had never been onto the roof or done any work there.

d. The steel support stands were fine; they might be a bit rusty, but they didn't pose any danger. He had not replaced them since he purchased the mobile home in 2015.

e. Mr Pitts agreed that he had a written agreement that he had acquired at the point of purchase, and that there was a later 2024 agreement that he had signed with Mr Musto. Mr Pitts accepted he was bound by the 2024 agreement.

f. Mr Pitts agreed he received the letter of concern from Tozers in April 2025, and he presumes the photos referred to in his reply were taken around September. Mr Pitts accepted the photos were of his property. Mr Pitts said, in relation to the photo at page 168, it must have been taken in June 2026, as he recognised the bin. The vegetation seen in that photograph could do with cutting back, but he hadn't been able to deal with it because of all he was dealing with.

g. It was put to Mr Pitts that there had been a broken window and there was broken glass on his pitch. He accepted there'd been a broken window but did not accept that there was any broken glass on his pitch.

h. Mr Pitts explained all he was dealing with was the combination of these Tribunal proceedings, trying to work with Platinum Homes to gain funding, and his health, including his mental health. He had suffered from depression during this time since the Notice of Breach.

i. He had been ill with pneumonia in December last year; this had resulted in social services being contacted.

j. It was put to him that he'd had 13 months to deal with the list of items that were said to be a breach, and he had not done it. It was accepted by Mr Pitts that he hadn't done it; the explanation was that some of it was not necessary, and due to everything he'd had to deal with, he hadn't been able to do it. Mr Pitts also had very limited funds and didn't have anybody to help him.

k. Mr Pitts still intended to replace the steel support stands; the exterior walls would be dealt with by the Platinum Homes work, and he still intended to tidy up.

l. Mr Pitts still intended to do the roof, but he had run out of time.

m. In relation to whether the mobile home was movable, he said he didn't know; he wasn't an expert.

n. The grant would be for external underfloor insulation.

o. Mr Pitts accepted that there hadn't been a funding decision in relation to the Platinum Homes work; he was not able to clearly articulate an alternative plan if the Platinum Homes work did not get funding.

p. Mr Pitts said he had emailed social services and his local councillor but hadn't had a reply; this was only very recently.

q. Mr Pitts did not accept that the windows needed to be changed; he did not accept that the expert required the windows to be changed.

r. Mr Pitts did not accept that his mobile home was not habitable.

31. In answering questions from the Tribunal, he said as follows:

a. Comparing his mobile home with others on the site, there were 3 or 4 probably of the same age.

b. Externally, the walls were dirty; he was waiting to wash them, which had been the plan before everything else got in the way.

c. Visually, his mobile home wasn't much different to the others.

d. His garden used to be nice, and he looked after it, but he lost interest after he was always told off and threatened with eviction.

e. The pictures did show his backyard being messy, which wasn't typical of how it always was.

f. 2023 and 2024 had been very difficult for him; everything had got into a mess.

g. The windows did not leak internally.

h. There were some areas of damp on the interior walls in the corners.

i. Mr Pitts did not have family or friends to assist him even with the tidying up - his relationship with his son had broken down.

Submissions

The Applicant's case

32. Mr Lincoln drew our attention to the following:

a. The mobile home was at least 41 years old; no work had been done on the walls, the roof, or the supports since it had been purchased by the Respondent in 2015.

b. The expert report was on the state of repair. It was not a report for sale purposes; the Tribunal was referred to paragraph 3.2 to confirm that.

c. The surveyor was clear about the requirement for the windows to be replaced because they were wrong.

d. There were three rusted steel supports that had required immediate replacement at the time that the report was written – 13 months ago.

e. In light of the evidence, the only reasonable conclusion was that the mobile home was not in a sound state of repair; the Tribunal should find that there was a breach of the implied term and/or the Site Rules and impose an order on the Respondent to remedy the defects within a reasonable period of time.

f. The Applicant was not against the idea of a staged process if a breach was found and an order made, but he asked the Tribunal to bear in mind that the notice of breach was dated the 16th of July 2025, over a year ago, and no steps had been taken to remedy any of the breaches. Mr Lincoln also reminded the Tribunal that there was no certainty that the Platinum Homes funding would be obtained.

33. The Tribunal considered Mr Gibbs's report; Mr Gibbs did not give evidence, and his external report was not an expert report. The

Tribunal can rely on Mr Gibb's observations but not his opinions. Some key observations are:

a. Paragraph 5.5 describes the exterior walls being constructed by jointed timber frame and plywood boards, which are coated with rough textured stucco coating, which is a thermoplastic textured coating which is ideal for timber frame structures such as park homes. It recommended the park home be painted every two to three years.

b. Paragraph 5.7: the windows are described as being uPVC frames with double glazing and an even-leg design. Mr Gibbs notes odd-leg windows create an external lip which ensures the units are correctly sealed to the wall.

c. Paragraph 5.8 describes the skirt as brick and mortar, fitted between the lower edge of the home and the base.

d. Paragraph 6.3 observes the following about the brick skirt: the brickwork has not been looked after, and the mortar has become began (sic) to fall out in areas.

e. Paragraph 6.5 recommended regular checking and repairs as required. There was no indication of significant repairs being required to the exterior walls.

f. Paragraph 6.6 states that the external walls were in an overall poor condition on most elevations with delamination to the timber sheets below the stucco coating. The paragraph goes on to say the condition of these Timbers was assessed and found to be structurally poor on elevation A&D by applying pressure to the walls outside. Any movement would give reason to believe that the Timbers are possibly in a poor condition. This has also been contributed to by the incorrect windows being installed.

g. Paragraph 6.7 states that the windows do not comply with the fire safety means of escape regulations. All window frames appear to be in good condition albeit the incorrect frame type.

h. Paragraph 6.12 describes the property as being adequately supported and requiring no additional supports.

i. Paragraph 6:15 describes the plot and garden area as being very untidy with debris and stored materials to all bar one elevation the walkway was littered with debris such as glass and screws overall the plot was hazardous with loose paving slabs to the steps.

j. Paragraph 7.2 sets out the recommended remedial works or repairs for the exterior only which are suggested for the subject property. This is the same list of seven items the Applicant relied on in its notice of breach and formed the basis of this application.

The Respondent's case

34. Mr Pitts stated

a. He was still pursuing grants a lot of time had been wasted through this process because he hadn't been able to deal with everything at the same time.

b. He wanted a lot of the work to be done; he could do the axle stands himself. The expense was the issue - changing them was precautionary and not necessary, which is why it hadn't been done to date.

c. He wanted to and would have got the pitch tidy but for his health problems.

35. The Tribunal summarised Mr Pitts' case to him, and he confirmed that their understanding of this case was correct, being:

a. There was no immediate requirement to replace the support stands.

b. The issues with the exterior walls would be dealt with by the Platinum Homes work.

c. There wasn't an issue with the brick skirt as far as he was aware, and he had already removed the Ivy. The drip tray would be

removed as part of the Platinum Homes work, and there was no requirement for it to be replaced.

d. There was no immediate requirement to replace the timber supports to the underside

e. There was no requirement to replace the windows

f. There was no requirement to clean the roof and do a roof recoat, although he accepted that would be sensible

g. Some tidying up could be done, but the plot was not unsafe.

36. The hearing ended at 1:30. The panel then considered their decision.

37. The Tribunal is grateful to the parties, their legal representatives and Mr Lincoln for their assistance before and at the hearing. It is also grateful to all the witnesses who did their best to help the Tribunal.

38. The Tribunal has considered all evidence provided in writing and orally, Mr Lincoln's skeleton argument, and the communication from Platinum Homes received on the day of the hearing. If something is not specifically mentioned in this decision, it does not mean that the Tribunal did not consider it.

The Issues

39. Mr Pitts did not challenge the fact that the site is a protected site or the status of the Site Rules.

40. The Tribunal considered the list of defects that the Applicant required the Respondent to remedy as set out in its Notice of Breach dated 16 July 2025.

41. The Tribunal must consider whether there has been a breach of implied term 21 and/or the Site Rules. They are as follows:

a. Implied term 21

Occupier's obligations

21. The occupier shall—

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

(d) maintain—

(i) the outside of the mobile home, and

(ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition; and

b. Site Rules

The resident shall keep and maintain the Mobile Home in a good state of repair and decoration up to the Mobile Home Standards. No external alteration or addition to the Mobile Home or pitch is permitted without the previous agreement of the park owner and in accordance with the Site Licence Conditions.

The resident is responsible for maintaining their pitch and ensure it remains tidy and free from weeds and on grass and does not interfere with adjoining pitches. No large trees or shrubs are to be planted.

42. In the Site Rules, 'mobile home' is capitalised. There are no definitions for 'Mobile Home' in the Site Rules. The 2024 Written Agreement contains no definition. The Written Agreement does, at 10, set out the details of the mobile home and says:

Details of the mobile home

10. Details of the Mobile Home

Make:	SunSeeker
Model:	Chiltern
Serial No:	
Year of manufacture:	1985
Maximum number of people permitted to occupy the home:	2
Length:	32 ~~Metres~~/Feet
Width:	10 ~~Metres~~/Feet

43. There is no document in the bundle that calls itself the Mobile Home Standards, nor are any Mobile Home Standards set out.

44. Pitch is defined in Sch 1 Ch1 of the 1983 Act as the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement.

The Defects

Replacement of support stands – 21(c)

45. Under the implied term, the Respondent is required to keep the mobile home in a sound state of repair. The Tribunal carefully considered what constitutes a mobile home. The photographs clearly show a steel support that is a separate structure from the mobile home structure. It does not form part of the mobile home's structure.

46. In property law, for something to form part of a building's structure, it must contribute to its physical fabric, enclosure, and essential integrity. The steel supports here lift the mobile home off the ground, stop it from rolling away, and keep it level. They are not part of its physical fabric or its structural integrity; removing them does not affect the structure of the mobile home.

47. The Tribunal therefore finds that the support stands are not part of the mobile home itself for the purposes of implied term 21(c).

48. Even if the support stands did form part of the mobile home, the Tribunal is not satisfied that the three supports represent a breach of implied term 21(c), being a failure to keep the mobile home in sound repair because:

    a. Mr Gibbs' 5.1 fig 1.b – indicates three supports are structurally poor and in need of replacement "immediately". In 6.12 he says:

> *The supports stands and concrete blocks are correctly positioned and structurally solid with the exception of three which would require replacing these are indicated in fig 1b. Timbers have also been installed to the ends of the longitude steel beams, which is not recommended as this could affect the chassis. The total Supports equate*

to 8. A chassis of this particular size should be supported by no less than 8 support stands. The subject property is adequately supported with a total of 14 points of contact to the concrete base and requires no additional supports. The Draw Bars were located underneath and in a good condition.

b. Paragraph 6.12 is unclear, and it does not explain why the three supports highlighted in Fig. 1.2 required immediate replacement, while stating that the property was adequately supported with a total of 14 points of contact to the concrete base and required no additional supports. Mr Gibbs did not explain why the three supports were not structurally sound and needed immediate replacement. The photograph showed discolouration of the base plate; the colour changes could be rust, which could be surface rust.

c. The Tribunal was cautious about placing too much weight on Mr Gibbs' report when there is no clear reasoning for requiring immediate replacement. The burden rests on the Applicant to establish a breach on the balance of probabilities; the internal inconsistency in the survey means that the evidence relating to the support stand lacks weight.

Replacement of support stands – 21(d)(1) and (ii)

49. With regard to there being a breach of 21(d)(i), the requirement to maintain the outside of the mobile home, the Tribunal finds that it cannot be satisfied that the Respondent has not maintained his mobile home simply because it hasn't required repair since 2015.

50. With regard to maintaining the pitch, including fences and outbuildings, the definition of "pitch" is the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement.

51. The support stands do not form part of the land forming the protected site. The Tribunal finds that it cannot be satisfied that a failure (if any) to maintain the support stands would be a failure to maintain his pitch as defined by the 1983 Act.

Replacement of support stands – Site Rules

52. Under the Site Rules, The Respondent must keep his mobile home in a good state of repair and decoration up to the Mobile Home Standards; this is not defined in the evidence before the Tribunal.

53. The Tribunal finds there is no breach of the Site Rules because, again, that is a requirement to keep the mobile home in a good state of repair. Either the support stands are not part of the mobile home, or the evidence put forward by the Applicant on this issue does not satisfy the Tribunal.

54. Under the Site Rules, the Respondent must maintain the pitch (not defined in the Site Rules) and ensure it remains tidy and free from weeds and long grass. The support stands do not form part of the land forming the protected site. The Tribunal finds that it cannot be satisfied that a failure (if any) to maintain the support stands would be a failure to maintain his pitch as defined by the 1983 Act.

Significant Repairs to the exterior walls, some of which may require rebuilding – 21(c)

55. Under the implied terms, the Tribunal needs to assess whether the external walls are in a sound state of repair (21(c)). Mr Gibbs's report does not provide clear evidence that the external walls are not in a sound state of repair, or that they are in an unsound state of repair.

56. The Tribunal finds that the external walls are in a sound state of repair given the limited evidence from Mr Gibbs, which in 6.7 simply says that any movement would give reason to believe that the timbers are *possibly* in poor condition. The Applicant bears the burden of proving breach on the balance of probabilities, and Mr Gibbs's evidence does not satisfy that burden.

Significant Repairs to the exterior walls, some of which may require rebuilding – 21(d)(i)

57. For the reasons set out in 56 above, there is no breach of 21(d)(i).

Significant Repairs to the exterior walls, some of which may require rebuilding – Site Rules

58. For the reasons set out in 56 above, there is no breach of the Site Rules.

Repairs to the skirt along with removal of plant matter – 21(c)

59. The skirt is a separate structure from the mobile home. It is not affixed to the mobile home; therefore, it does not fall within the implied term 21(c).

60. Even if it was part of the mobile home, the Tribunal is not satisfied that it is not in sound repair. The brick skirt is of brick wall type construction; based on the photographs and the evidence, it is not satisfied that signs of mortar failure are evidence that the brick skirt is not in sound or good repair.

Repairs to the skirt along with removal of plant matter – 21(d)(i) and (ii)

61. For the reasons set out in 49 - 54 above, there is no breach of 21(d)(i).

Repairs to the skirt along with removal of plant matter –Site Rules

62. For the reasons set out in 49 - 54 above, there is no breach of the Site Rules.

Removal of timber supports to the underside - 21(c), 21(d)(i) and Site Rules

63. The timber supports do not form part of the mobile home. Nothing in Mr Gibbs' report suggests that their existence causes the mobile home to be in an unsound state of repair or not in a good state of repair.

64. The Tribunal is not satisfied that the presence of the timber supports to the underside are a breach of either the implied term or the Site Rules.

Replacement UPVC windows due to the incorrect ones installed – 21(c), 21(d)(i) and Site Rules

65. The Tribunal finds that these windows do form part of the mobile home but is not satisfied that simply by using an even-leg design as opposed to an odd-leg design means that the mobile home is not in a sound state of repair, or good state of repair.

66. Mr Gibbs' report indicated that the use of an odd leg design would ensure the window unit was sealed to the wall. There is no evidence that the Respondent's windows are not adequately sealed. Mr Gibbs himself accepted the fact that there were mould spores on the net curtains could be down to a ventilation issue and not necessarily an issue with the window seal.

67. The Tribunal is not satisfied that the presence of even-leg windows breaches either the implied term or the Site Rules, as there is no evidence that the use of these windows means the mobile home is not in a sound state of repair or not in good repair.

Removal of lichen and moss and a roof recoat - 21(c), 21(d)(ii) and Site Rules

68. There was no evidence that lichen and moss on the roof meant the roof was either not in a sound state of repair or not in good repair. It might *suggest* that the Respondent had not maintained the roof outside of his mobile home, but there was no evidence to suggest that the Respondent's roof is significantly different to anybody else's roof, and the Tribunal notes there is no mandatory maintenance job list or maintenance timetable, e.g. roofs must be cleaned and re-coated every 5 years.

69. The Tribunal finds that the presence of lichen and moss on the roof is not enough to prove that the Respondent has not maintained his roof. Again, the Tribunal finds that it cannot be satisfied that the Respondent has not maintained his mobile home simply because it hasn't required repair since 2015.

The plot requires tidying and making safe - 21(d)(ii) and Site Rules

70. The Tribunal does find that the plot was untidy, and that there was a breach of implied term 21(d)(ii) because Mr Pitts had not maintained the mobile home pitch in a clean and tidy condition.

71. The Respondent was also in breach of the Site Rules requiring him to ensure his pitch remained tidy and free from long grass and weeds. The pitch was untidy, and weeds were present at the front in the gravel area.

72. The Tribunal based its findings on Mr Gibbs's evidence and the photos provided and the Respondent's acceptance that the pitch was untidy, albeit not dangerous.

Determination

73. The Tribunal is satisfied, on the balance of probabilities, that the Respondent was subject to the obligation contained in the implied term in Schedule 1 to the Mobile Homes Act 1983 and the Site Rules.

74. The Tribunal finds that the Respondent failed to comply with his obligation to keep the pitch clean and tidy and was therefore in breach of the agreement.

75. As set out above the Tribunal is not satisfied that Mr Pitts breached the implied terms and the site rules in relation to the support stands, the exterior walls, the windows, the removal of timber supports and the lichen on the roof.

76. The Tribunal does have significant sympathy for the Respondent, who is in his 70s, without the assistance of friends and family, and who has been suffering from ill health, including depression. However, other residents may be affected by the untidiness of the Respondent's pitch, and the untidiness cannot continue indefinitely.

77. The Tribunal will make an order for compliance but will allow a period of time for the Respondent to seek and obtain help from the local authority to tidy his pitch. The Tribunal is aware that public services are stretched and their resources are limited and has therefore

afforded the Respondent a little more time than it ordinarily would to tidy up his pitch. The Tribunal encourages the Respondent to seek help from public services, such as the local authority and his social worker, and from any other local community groups that may be able to assist him in restoring his pitch to a clean and tidy state.

78. Order

    a. The Respondent must restore the pitch and outside of the mobile home into a clean and tidy condition by 18 December 2026.

Application by the Applicant for a refund of fees

79. The Applicant sought reimbursement of his Tribunal fees under Rule 13(2). Rule 13(2) states:

> *The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor*.

80. The Tribunal considered whether this case was appropriate for reimbursement of Tribunal fees. In all the circumstances, although there was one finding of a breach, it was only one of seven allegations. Several of the breach allegations were not made out on the evidence.

Fees Determination

81. Therefore, in all the circumstances of this case, the Tribunal will not order reimbursement of fees.

Name: Tribunal Judge Bowden **Date:** 30 September 2026

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.

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such an application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Annex 1 –

(**Emphasis added**)

Mobile Homes Act 1983

4.— Jurisdiction of a tribunal or the court

(1) In relation to a protected site, a tribunal has jurisdiction—

(a) to determine any question arising under this Act or any agreement to which it applies; and

(b) to entertain any proceedings brought under this Act or any such agreement, subject to subsections (2) to (6).

(2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement which has been entered into before that question arose.

(3) In relation to a protected site , the court has jurisdiction—

(a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and

(b) to entertain any proceedings so arising brought under this Act or any such agreement, subject to subsections (4) to (6).

(4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.

(5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.

(6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).

5.— Interpretation.

(1) In this Act, unless the context otherwise requires—

"the appropriate judicial body" means whichever of the court or a tribunal has jurisdiction under section 4;

"the appropriate national authority" means–

(a) in relation to England, the Secretary of State, and

(b) in relation to Wales, the National Assembly for Wales;

"arbitration agreement" means an agreement in writing to submit to arbitration any question arising under this Act or any agreement to which it applies;

"the court" means —

(a) in relation to England and Wales, the county court or, where the parties have , the arbitrator;

(b) in relation to Scotland, the sheriff having jurisdiction where the protected site is situated or, where the parties have so agreed, the arbiter;

"local authority" has the same meaning as in Part I of the Caravan Sites and Control of Development Act 1960;

"mobile home" has the same meaning as "caravan" has in that Part of that Act;

"owner" , in relation to a protected site, means the person who, by virtue of an estate or interest held by him, is entitled to possession of the site or would be so entitled but for the rights of any persons to station mobile homes on land forming part of the site;

"planning permission" means permission under Part III or, in relation to England, Part 13 of the Town and Country Planning Act 1990 or Part III of the Town and Country Planning (Scotland) Act 1997;

"protected site" has the same meaning as in Part I of the Caravan Sites Act 1968;

"a tribunal" means, where the parties have entered into an arbitration agreement that applies to the question to be determined and that question arose before the agreement was made, the arbitrator; or, in other cases—

> *(a) in relation to England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper; and*
>
> *(b) in relation to Wales, a residential property tribunal.*

(2) In relation to an agreement to which this Act applies—

> *(a) any reference in this Act to the owner includes a reference to any person who is bound by and entitled to the benefit of the agreement by virtue of subsection (1) of section 3 above; and*
>
> *(b) subject to subsection (4) of that section, any reference in this Act to the occupier includes a reference to any person who is entitled to the benefit of and bound by the agreement by virtue of subsection (2) or (3) of that section.*

(3) A person is a member of another's family within the meaning of this Act if he is his spouse, civil partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece; treating—

> *(a) any relationship by marriage or civil partnership as a relationship by blood, any relationship of the half blood*

as a relationship of the whole blood and the stepchild of any person as his child; and

(b) an illegitimate person as the legitimate child of his mother and reputed father;

or if they live together as if they were a married couple or civil partners

Schedule 1 Ch 2 Agreements relating to pitches… except pitches… on local authority gypsy and traveller sites and county council gypsy and traveller sites

21. 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;

(d) maintain—

(i) the outside of the mobile home, and

(ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,

in a clean and tidy condition; and

(e) if requested by the owner, provide him with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement

32. In this Schedule—

"pitch" means the land, forming part of the protected site and including any garden area, on which the occupier is entitled to station the mobile home under the terms of the agreement;

Caravan Sites and Control of Development Act 1960

29 Interpretation of Part I.

(1)In this Part of this Act, unless the context otherwise requires—

"caravan" means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer) and any motor vehicle so designed or adapted, but does not include—

(c) any railway rolling stock which is for the time being on rails forming part of a railway system, or

(d) any tent;

Caravan Sites Act 1968

1 Application of Part 1.

(1) This Part of this Act applies in relation to any licence or contract (whether made before or after the passing of this Act) under which a person is entitled to station a caravan on a protected site (as defined by subsection (2) below) and occupy it as his residence, or to occupy as his residence a caravan stationed on any such site; and any such licence or contract is in this Part referred to as a residential contract, and the person so entitled as the occupier.

(2) For the purposes of this Part of this Act a ***protected site is any land in England in respect of which a site licence is required under Part I of the Caravan Sites and Control of Development Act 1960*** *or would be so required if paragraph 11 or 11A of Schedule 1 to that Act*

(exemption of gypsy and other of Schedule 1 to that Act (exemption of local authority sites) were omitted, not being land in respect of which the relevant planning permission or site licence—

(a) is expressed to be granted for holiday use only; or

(b) is otherwise so expressed or subject to such conditions that there are times of the year when no caravan may be stationed on the land for human habitation.

(3)References in this Part of this Act to the owner of a protected site are references to the person who is or would apart from any residential contract be entitled to possession of the land.