

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case References	:	HAV/45UC/PHI/2025/0064, 0065, 0066, 0067 HAV/45UC/PHI/2025/0068, 0069, 0070, 0071 HAV/45UC/PHI/2025/0072, 0073, 0074 HAV/45UC/PHI/2025/0075, 0076, 0077 HAV/45UC/PHI/2025/0078 HAV/45UC/PHI/2025/0079, 0080, 0081, 0082 HAV/45UC/PHI/2025/0083, 0084, 0085, 0086 HAV/45UC/PHI/2025/0087, 0088, 0089, 0090 HAV/45UC/PHI/2025/0091, 0092, 0093 HAV/45UC/PHI/2025/0094, 0095, 0096, 0097 HAV/45UC/PHI/2025/0098 HAV/45UC/PHI/2025/0099, 0100 HAV/45UC/PHI/2025/0101, 0102, 0103, 0104 HAV/45UC/PHI/2025/0105
Property	:	Various at Beechfield Park, Hook Lane, Aldingbourne, Chichester, West Sussex, PO20 3XX
Applicant	:	The Beaches Management Ltd
Representative	:	David Sunderland
Respondents	:	See Schedule
Representative	:	See Schedule
Type of Application	:	Review of Pitch Fee: Mobile Homes Act 1983 (as amended)
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Wong

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		Tribunal Member Hetherton MRICS IRRV (Hons)
Venue	:	Havant Justice Centre
Date of Hearing	:	23 September 2026
Date of Decision	:	27 October 2026

DECISION

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 Applicant's application succeeds, and the pitch fees shall be as per the Applicant's pitch fee notices as set out on page 17.

Background

1. On 16 January 2026 the Applicant site owner sought a determination of the pitch fees payable by the Respondents of each of the pitches listed in the Schedule of Respondents, Pitches and Representatives.
2. The site is Beechfield Park, Hook Lane, Aldingbourne, West Sussex PO20 3XX. It is a park home estate located in Aldingbourne; there are at least 28 pitches based on the information before the Tribunal.
3. Pitch Fee Review Notices dated 25 September 2025 were served on each of the occupiers, proposing to increase their pitch fee by an amount which the site owner says represents only an adjustment in line with the Consumer Prices Index (CPI).
4. The matter was listed for a 1-day final hearing on 23 September 2026. Due to preliminary issues, the substantive hearing did not start until 11:30. The hearing concluded at 17:00.
5. The Respondents were permitted to file and serve a schedule setting out the actual pitch fee paid by each respondent in the relevant years. This was to be done by 02 October 2026
6. The Applicant was permitted to respond to those figures by 16 October 2026.
7. The Panel reconvened on 28 September 2026 for deliberations.

8. On 02 October, Ms March sent a spreadsheet and additional documents related to pitch fee reviews that are not part of the applications before the Tribunal.

9. On 07 October, the Respondents filed and served 15 documents – none of which was a spreadsheet of actual fees paid.

10. On 07 October 2026, the Applicant unsurprisingly noted their objection to the additional material via email. On 09 October 2026, the Applicant filed and served a spreadsheet.

11. The Tribunal has only considered the spreadsheets filed by the parties.

Inspection

12. The initial consolidation directions (dated 14 July 2026) directed that there would be no inspection. The parties had the opportunity to make an application if they believed an inspection was necessary. There was no application for an inspection.

The Hearing

13. The Applicant was represented by Mr Sunderland of Wyldecrest Parks. Mr Sunderland is a layperson but is experienced in the issues relating to park homes. Mr Sunderland has written authority to act for The Beaches Management Ltd.

14. The Respondents of pitches 1,2,4,9,12,14,15,19,21,22 & 27 were represented by Ms March. Ms March is a layperson but is experienced before the Tribunal in issues relating to park homes. Ms March has written authority to act for the pitch occupants she represented as set out in the Schedule of Respondents, Pitches and Representatives.

15. The Tribunal was greatly assisted by representatives, and it is grateful to them.

16. The Tribunal has the benefit of a 1377-page hearing bundle. The Panel had read and carefully considered the bundle. If something is not

mentioned in this decision that is in the bundle, that does not mean it was not considered.

17. Two preliminary issues needed determination before the main hearing began.

Preliminary Issue 1

18. The 27 July 2026 application by Ms March to:

    a. Remove respondents 1, 2, 4, 9, 14, 19 and 27 under Rule 38

    b. Remove any applications for all respondents in respect of pitch fee reviews for 2022 and 2023 and consider whether Rule 38 should be applied

19. Ms March withdrew the 27 July 2026 application.

Preliminary Issue 2

20. The 18 September 2026 application by Mr Sunderland asked:

    a. That the Case Management Decision made on 17th September is reversed and the Respondents are not permitted to adduce further evidence in the alternative

    b. That the Respondents are only permitted to adduce further evidence in a supplementary bundle if they are able to show that this was evidence served on the Applicant in compliance with the Directions.

21. On 04 September 2026, Ms March had applied to the Tribunal asking that the hearing bundle be refiled with the Respondent's missing pages included. On 17 September 2026, Tribunal Judge Pattni-Evans gave the following direction:

> *The Respondent is permitted to submit a supplementary bundle to the Tribunal by no later than 5pm on Monday 21st September 2026. The supplementary bundle must contain only those documents that the Respondent says are missing from the main bundle submitted by the Applicant.*

22. At the hearing on 23 September 2026, it was established:

a. That Ms March filed an 894-page bundle with her application on 04 September 2026;

b. The documents in the 894-page bundle had not been previously filed in accordance with the original directions.

Decision

23. The 894-page bundle was not permitted because it did not comply with Judge Pattni-Evans's direction, as none of the 894 pages had been previously filed and served.

The Issue

24. The issue for the Tribunal was: Can the pitch fees be increased in accordance with the statutory presumption for the relevant years?

The Law

25. The law was summarised in Shaw's Trailer Park (Harrogate) v Sherwood [2015] UKUT 0194 ("Shaw's"), paras 17-28; see Annex 1.

26. In Shaw's, paragraphs 48 and 49 say:

> *48. The notes are prefaced by a statement that "these notes are for guidance only and do not purport to provide a definitive statement of the law. They are an informed commentary and can be taken to represent the view of the government department responsible for the 2013 Forms Regulations (the Department for Communities and Local Government) as to the effect of paragraph 17. It is my task to construe the 1983 Act, rather than the notes to the prescribed form, but it is nonetheless discomforting that the notes interpret paragraph 17 in a manner which is quite contrary to the conclusion I have reached. I have reconsidered my conclusion in the light of the notes, but I can find nothing in the statutory language which supports the guidance given by the notes that a later review can only take effect before the next review date or that if a review notice is not served before the next review date the review is*

"deemed to have been conducted for the year in question". The language seems to me to be clearly to the opposite effect.

49. I appreciate that the possibility that a number of pitch fee reviews may take place in a single year may be an unattractive one, but the possibility of a large increase taking account of RPI changes over more than one year is ameliorated by the fact that any such increase will not be capable of taking effect retrospectively. Any increase will take effect only from the date which is 28 days after the service of the late-review notice and any arrears will be calculated from that date and no earlier. If a review had already taken place in one year it would not, I think, be possible for an owner to seek to activate a review from any previous year in which it had not been implemented. I also appreciate that the prescribed form of notice is not well adapted to a proposal for a single increase taking into account more than one annual RPI increase since the last review and that further issues may arise as a result.

27. The law concerning the presumption in para 20(A1) to the Mobile Homes Act 1983 ("MHA 1983") is as follows:

"(A1) In the case of a protected site in England, 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 [consumer] prices index published for the month which was 12 months before that to which the latest index relates."

28. The factors which may displace the presumption in para 20(A1) are not limited to those set out in para 18(1), but they may include other factors: Vyse v Wyldecrest Limited [2017] UKUT 24 (LC).

29. Paragraph 18 provides that:

> *"18(1) When determining the amount of the pitch fee particular regard shall be had to-*
>
> *(a) any sums expended by the owner since the last review date on improvements .....*
>
> *(aa) and deterioration in the condition, and any decrease in the amenity, of the site .....*
>
> *(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 (insofar as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph. ....."*

30. In Vyse, the Upper Tribunal (Lands Chamber) considered the test for the relevance of other factors was:

> *"By definition, this must be a factor to which considerable weight attaches ... it is not possible to be prescriptive ... What is required is that the decision maker recognises that the 'other factor' must have sufficient weight to outweigh the presumption in the context of the statutory scheme as a whole."*

31. The change to CPI occurred in 2023 via the Mobile Homes (Pitch Fees) Act 2023; this came into force on the date two months after the Act was passed – it was passed on 02 May 2023, making the date 2 months later 02 July 2023.

32. The change altered the wording of paragraph 20(A1), meaning that for any notice issued after that date, the relevant index would be the CPI.

Jurisdiction

33. The site has a significant litigation history. On 15 September, in a decision relating to the following cases CHI/45UC/PHI/2024/0002-

0017, CHI/45UC/PHI/2024/0037, CHI/45UC/PHI/2023/0039-0043 and CHI/45UC/PHI/2023/0045-0051, the First Tier Tribunal determined that at the date of the service of the Pitch Fee notices in those cases the applicant (the same as the applicant in the case) was not the registered proprietor of the leases. It also stated as follows:

> *78. We have considered Mr Blakeney's argument that given as at the date of the hearing the Applicant, as a result of certain transfers, is the registered proprietor and we should determine the notices are valid. We do not so find.*
>
> *79. Whilst we accept it may be possible for late notices to be served those will only take effect from the relevant date after they are served. If we allow the current notices then the pitch fee review date will be as in those notices. We consider that would amount to prejudice for the Respondents. We are satisfied that for our jurisdiction to determine the pitch fee to be engaged a valid notice must be served. That notice must be given by the "owner" for the purposes of the Act at the time it was served. We have found that the notices were not give by the "owner" at the date of service. We are satisfied that all of the pitch fee notices served upon all of the Respondent's to this application are invalid having not been given by the then owner.*
>
> *80. We find that the Applicant is not entitled to a pitch fee increase for the notices which are the subject of these proceedings save for those proceedings withdrawn or settled by consent orders approved by this Tribunal in advance of this hearing.*
>
> *94. We find that, but for the fact we have found all of the notices served invalid, we would have determined that the proposed increases in line with the appropriate Index (which was not challenged) were appropriate.*

The Pitch Fees Application

The Applicant's case

34. The Applicant put forward a simple case:

    a. The Applicant had, as of May 2024, completed the relevant lease transfers and was from that time the correct legal entity to serve Pitch Fee Review Notices.

    b. As the Respondents did not agree with the proposed pitch fee reviews, the Tribunal should determine the appropriate pitch fee

    c. There is a statutory presumption in favour of increasing pitch fees by CPI unless that presumption is displaced under the implied terms governing pitch fee reviews

    d. There had been no deterioration in services, amenity, or site condition to justify a departure from CPI

    e. Accordingly, the Tribunal should determine the new pitch fees at the levels proposed in the review notices.

    f. The series of CPI increases were stepping stones of the 2025 review. The Applicant was not seeking retrospective payment, but rather that, as at 01 November 2025 (because the review notice was served 28 days before the review date), the 2025 figure would take effect from 01 November 2025.

35. The Applicant relied on its Applications and a statement of case from Mr Sunderland, who set out the Applicant's case and relevant documents via the applications and his statement of case dated 06 August 2026.

The Case on behalf of the Respondents, who were represented by Ms March

36. The Tribunal must determine:

    a. The correct lawful starting point of the pitch fee.

    b. The impact of previous FTT and Upper Tribunal decisions concerning the site and pitch fees.

    c. Whether the current review proposals comply with the Mobile Homes Act 1983.

d. Whether charges for services allegedly included within the pitch fee can properly be charged separately.

37. The Respondents, represented by Ms March, relied on her statement of case dated 03 August 2026.

The Other Respondents' case

38. No statement of case was filed, and they were not present at the hearing.

The Hearing

39. The Tribunal invited the parties to address them on a pitch-by-pitch basis.

The Pitch Fees for Pitch 1

40. The Tribunal invited Ms March to address them in relation to Pitch 1.

41. Ms March set out that

a. The pitch fees used as a starting point were not lawfully created under the MHA 1983 due to misrepresentation, commercial pressure, lease extension payments, unlawful service charges and altered pitch fee review forms.

b. Until the unlawful basis was addressed, CPI increases cannot be applied.

c. The MHA 1983 allowed for periodic pitch fee reviews using the most recent index.

d. The increase was a single increase.

e. There was concern about how pitch fees were calculated because in 2016 every resident on Beechfield Park had exactly the same pitch fee regardless of size – they all paid £193.55.

42. The Tribunal asked Ms March to set out where the evidence was relating to allegations of misrepresentation, commercial pressure, and altered pitch fee review forms.

43. Ms March said it was based on what people had told her.

44. The Tribunal asked Ms March to identify where these allegations were in her statement. Ms March could not.

45. The Tribunal explained that today's application was to determine the pitch fees, as a Pitch Fee Review Notice has been served. If the challenge was contractual that was not a matter that the Tribunal has jurisdiction over, the Tribunal's power today was limited to the application.

46. In response, Mr Sunderland reiterated that the Tribunal was limited to the issue of the Pitch Fee Review Notice. The previous notices were invalid, therefore had fallen away; a new notice, albeit late for the relevant year, could be served. There could be multiple notices, just as Martin Rodger KC has set out in Shaw's paragraph 49. CPI was the appropriate measure, and the notices before the tribunal were issued after the change to CPI. There was no unfairness as the increase was not backdated (save for 28 days after the last notice).

47. After lunch, Ms March set out her case addressing the other pitches, this was as follows (in summary):

    a. 1,15 and 19 – validity challenged based on the lawfulness of the underlying agreement.

    b. 2, 9,12, 14, 21, and 22 - validity challenged based on the lawfulness of the underlying agreement and the fact that the original agreement was not with the actual site owner.

    c. 4 and 27 - validity challenged based on the lawfulness of the underlying agreement and the fact that the original agreement with Silk Tree was not with the actual site owner.

48. Mr Sunderland's position was that the applicant now held all written agreements through succession, as permitted by the MHA 1983. The Tribunal was not the forum for the contractual argument, and it had no jurisdiction to determine the agreements.

Submissions

49. The Tribunal invited the parties to address the Tribunal, allowing 20 minutes each (both parties actually spoke for around 30 minutes).

50. Ms March (in summary):

    a. The agreements were not valid as they were not with the site owner.

    b. There had been loss of amenity as per paragraph 18, and when coupled with paragraph 20, this was 'a weighty' matter, so there should not be an increase.

    c. It was accepted that when these Pitch Fee Notices were served, the Applicant was the site owner as required and defined by the MHA 1983.

    d. Money was being collected and not paid to the right account; occupants were then being pursued for the arrears.

    e. The pitch fee had been stripped of its usual costs, e.g. electricity.

51. Mr Sunderland (in summary)

    a. The notices were validly served by the right party on the right people – this is not challenged

    b. Unless the amount is unreasonable to be allowed, as per paragraph 19.

    c. The increase was CPI only.

    d. Each pitch used the last agreed fee – agreed by the fact it had been paid, as per the inference in paragraph 17.

    e. The timetable of the pitch fee notices had not been challenged

    f. The CPI has not been challenged

    g. An invalid notice can be re-served, and it is then a late notice.

    h. There is no evidence or anything before the Tribunal that can displace the statutory presumption. There were no relevant factors under paragraph 18.

Validity of Notices and Effective Date

52. The parties agree that the Applicant was the site owner at the time that the notices were served

53. The Respondents have not advanced a case that the notices themselves are invalid.

54. The Respondents have advanced that the underlying agreement is not lawful, so there is no agreement, so there is nothing to increase.

Findings

55. The Tribunal does not have the jurisdiction to determine the underlying validity of the contract. It can consider if there is a relevant argument. In this case, there was no supporting evidence, as the Respondents have not individually provided any evidence of misrepresentation, commercial pressure, or alteration of documents. Nor was that set out in their statement of case; the Tribunal cannot consider whether there is a relevant argument.

Decision

56. The Tribunal is, based on the evidence before it, satisfied that the notices are valid.

Presumption and displacing the presumption.

57. There is a strong presumption that the pitch fee will increase or decrease by CPI.

58. Whilst the Respondents referred in their written material to site condition, services and related matters, they did not advance a clearly evidenced case for a pitch-fee deduction based upon deterioration in site amenity. The argument is that the pitch fee previously included various costs, and it now does not. The Tribunal can only consider the Written Statements for each occupier, and these all have the costs listed as 'additional charges', and they do not form part of the pitch fee.

59. There is no evidence from either party relating to the factors listed in paragraph 18 (a), (aa) and (ab).

Findings

60. The Tribunal is left with the strong presumption that the Pitch Fee will increase or decrease with CPI. The Tribunal cannot find, where there is no evidence, that the presumption is rebutted.

Decision

61. The Tribunal is satisfied that the presumption is not rebutted and that the Pitch Fee will increase or decrease with CPI relevant to the notices.

CPI

62. The Applicant provided evidence of the CPI rates in 2022, 2023, 2024 and 2025.

    a. August 2022 – 9.9%

    b. August 2023 – 6.7%

    c. August 2024 – 2.2%

    d. August 2025 – 3.8%

63. The rate was not challenged, except for the argument that RPI was the rate before the change.

Findings

64. The CPI rates apply and are those set out in paragraph 62 above.

65. From the legislative change to paragraph 20(A1), set out above, any notice issued after 02 July 2023, the relevant index would be the CPI.

Decision

66. The relevant index of the CPI and the rates proposed by the Applicant will be used.

Determination of Pitch Fees

67. See the table on the following page.

68. The Applicant's application for the reasons set out above succeeds, and the pitch fees shall be as per the Applicant's pitch fee notices, with the caveat that as per Shaw's and the Applicant's case :

a. The 2025 Pitch Fee Review figure would take effect from 01 November 2025. There were no retrospective arrears arising from the late reviews; and

b. Occupiers will be given 28 days to pay in accordance with paragraph 15(4)(c).

Pitch	Page	Starting Pitch Fee	CPI	Proposed Pitch Fee	Review Date	Date notice served	Determined Figure
1	**862**	£318.78	9.9%	£350.34	01/11/2021	25/09/2025	£350.34
	870	£350.34	6.7%	£373.81	01/11/2022	25/09/2025	£373.81
	878	£373.81	2.2%	£382.03	01/11/2023	25/09/2025	£382.03
	886	£382.03	3.8%	£396.55	01/11/2024	25/09/2025	**£396.55**
2	**902**	£318.78	9.9%	£350.34	01/11/2022	25/09/2025	£350.34
	910	£350.34	6.7%	£373.81	01/11/2023	25/09/2025	£373.81
	894	£373.81	2.2%	£382.03	01/11/2024	25/09/2025	£382.03
	918	£382.03	3.8%	£396.55	01/11/2025	25/09/2025	**£396.55**
4	**934**	£252.97	6.7%	£269.92	01/11/2023	25/09/2025	£269.92
	926	£269.92	2.2%	£275.86	01/11/2024	25/09/2025	£275.86
	942	£275.86	3.8%	£286.34	01/11/2025	25/09/2025	**£286.34**
9	**950**	£374.32	6.7%	£399.40	01/11/2023	25/09/2025	£399.40
	958	£399.40	2.2%	£408.19	01/11/2024	25/09/2025	£408.19
	966	£408.19	3.8%	£423.70	01/11/2025	25/09/2025	**£423.70**
10	**974**	£408.19	3.8%	£423.70	01/11/2025	25/09/2025	**£423.70**
11	**990**	£286.01	9.9%	£314.32	01/11/2022	25/09/2025	£314.32
	998	£314.32	6.7%	£335.38	01/11/2023	25/09/2025	£335.38
	982	£335.38	2.2%	£342.76	01/11/2024	25/09/2025	£342.76
	1006	£342.76	3.8%	£355.78	01/11/2025	25/09/2025	**£355.78**

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12	**1014**	£344.12	9.9%	£378.19	01/11/2022	25/09/2025	£378.19
	1022	£378.19	6.7%	£403.53	01/11/2023	25/09/2025	£403.53
	1030	£403.53	2.2%	£412.41	01/11/2024	25/09/2025	£412.41
	1038	£412.41	3.8%	£428.08	01/11/2025	25/09/2025	**£428.08**
14	**1046**	£419.20	9.9%	£460.70	01/11/2021	25/09/2025	£460.70
	1054	£460.70	6.7%	£491.57	01/11/2022	25/09/2025	£491.57
	1062	£491.57	2.2%	£502.38	01/11/2023	25/09/2025	£502.38
	1070	£502.38	3.8%	£521.47	01/11/2024	25/09/2025	**£521.47**
15	**1086**	£357.99	6.7%	£381.98	01/11/2021	25/09/2025	£381.98
	1078	£381.98	2.2%	£390.38	01/11/2023	25/09/2025	£390.38
	1094	£390.38	3.8%	£405.21	01/11/2024	25/09/2025	**£405.21**
19	**1102**	£317.20	9.9%	£348.60	01/11/2022	25/09/2025	£348.60
	1110	£348.60	6.7%	£371.96	01/11/2023	25/09/2025	£371.96
	1118	£371.96	2.2%	£380.14	01/11/2024	25/09/2025	£380.14
	1126	£380.14	3.8%	£394.59	01/11/2025	25/09/2025	**£394.59**
21	**1134**	£404.56	3.8%	£419.93	01/11/2024	25/09/2025	**£419.93**
22	**1142**	£508.62	2.2%	£519.81	01/11/2023	25/09/2025	£519.81
	1150	£519.81	3.8%	£539.56	01/11/2024	25/09/2025	**£539.56**
27	**1166**	£225.26	9.9%	£247.56	01/11/2022	25/09/2025	£247.56
	1174	£247.56	6.7%	£264.15	01/11/2023	25/09/2025	£264.15
	1158	£264.15	2.2%	£269.96	01/11/2024	25/09/2025	£269.96
	1182	£269.96	3.8%	£280.22	01/11/2025	25/09/2025	**£280.22**
28	**1190**	£275.86	3.8%	£286.34	01/11/2024	25/09/2025	**£286.34**

Application under Rule 13: Reimbursement of fees

The Law

69. Under Rule 13(2), 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.

70. The Tribunal has broad discretion under this rule.

Decision

71. At the end of the hearing, the Applicant applied for a refund of the fees paid in respect of the application/hearing. This application was opposed by Ms March.

72. Having heard the parties' submissions and considering the circumstances of the case and the long litigation history between the parties, the Tribunal does not order the Respondents to refund any fees the Applicant paid.

Name: Tribunal Judge Bowden **Date:** 27 October 2026

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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 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.

Schedule of Respondents, Pitches and Representatives

Case Number	Review Years	Pitch	Name(s) on Agreement	Name(s) of Occupant(s)	Representative
HAV/45UC/PHI/2025/0064, 0065, 0066,	2022 2023 2024 2025	1 Beechfield Park	Mr David Furbear & Mrs Janet Furbear	Mr David Furbear & Mrs Janet Furbear	Ms March
HAV/45UC/PHI/2025/0068, 0069, 0070,	2022 2023 2024 2025	2 Beechfield Park	Ms Danielle Fray	Ms Danielle Fray	Ms March
HAV/45UC/PHI/2025/0072, 0073, 0074	2023 2024 2025	4 Beechfield Park	Mr & Mrs Hopkinson	Ms Sandra Rivett	Ms March
HAV/45UC/PHI/2025/0075, 0076, 0077	2023 2024 2025	9 Beechfield Park	Mr Robert Ward & Mrs Joan Ward	Mr Robert Ward & Mrs Joan Ward	Ms March
HAV/45UC/PHI/2025/0078	2025	10 Beechfield Park	Mr Victor Lane	Mr Victor Lane	No representative at hearing

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HAV/45UC/PHI/2025/0079, 0080, 0081,	2022 2023 2024 2025	11 Beechfield Park	Mrs J Roberts	Mrs J Roberts	No representative at hearing
HAV/45UC/PHI/2025/0083, 0084, 0085,	2022 2023 2024 2025	12 Beechfield Park	Mr P.S. Booker	Mr Brian Carter & Mrs Cynthia Green-Carter	Ms March
HAV/45UC/PHI/2025/0087, 0088, 0089,	2022 2023 2024 2025	14 Beechfield Park	Mr Roy Simon	Mr Colin Bourgaize	Ms March
HAV/45UC/PHI/2025/0091, 0092, 0093	2023 2024 2025	15 Beechfield Park	Ms Sandra Gunn	Ms Sandra Gunn	Ms March
HAV/45UC/PHI/2025/0094, 0095, 0096,	2022 2023 2024 2025	19 Beechfield Park	Mrs Janet Cox	Mrs Janet Cox	Ms March
HAV/45UC/PHI/2025/0098	2025	21 Beechfield Park	Mr Harry Keith and Mrs Denise Rose	Mr Clifford Harvey & Ms Eileen Harvey	Ms March

HAV/45UC/PHI/2025/0099, 0100	2024 2025	22 Beechfield Park	Mr Glyn Mayes-Jones and Ms Caroline March	Mr Sven Huesing	Ms March
HAV/45UC/PHI/2025/0101, 0102,	2022 2023 2024 2025	27 Beechfield Park	Mr & Mrs Cockrill	Ms Sheridan Tipler	Ms March
HAV/45UC/PHI/2025/0105	2025	28 Beechfield Park	Ms Wendy Hodgkin	Ms Wendy Goring	No representative at hearing

Annex 1

SHAW'S TRAILER PARK (HARROGATE) v MR P SHERWOOD AND OTHERS [2015] UKUT 0194 (LC)

17. One important objective of the 1983 Act is to standardise the terms on which mobile homes are occupied on protected sites. Thus s. 2(1) provides that in any agreement to which the Act applies there shall be implied the applicable terms set out in Part 1 of Schedule 1 to the Act, notwithstanding any express term of the agreement.

18. The 1983 Act has been extensively amended including most recently by the Mobile Homes Act 2013. In its amended form Part 1 of Schedule 1 to the 1983 Act is divided into four Chapters of which Chapter 2 is applicable to pitches in England and Wales except those on local authority or County Council gypsy and traveller sites, and is thus applies to the Park. The implied terms incorporated into agreements include terms concerning pitch fees at paragraphs 16 to 20 and 25A of Chapter 2. In the rest of this decision references to paragraphs are to the paragraphs of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act.

19. A pitch fee is defined by paragraph 29 as the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for the use of the common areas of the site and their maintenance.

20. Until 26 July 2013 (the date on which section 11 of the Mobile Homes Act 2013 and the Mobile Homes (Pitch Fees) (Prescribed Form) (England) Regulations 2013 ("the 2013 Form Regulations") came into force) the owner of a protected site could obtain an increase in pitch fees without serving a notice in any particular form or providing information to the occupier. Paragraph 17(2) required only that the owner should serve on the occupier a written notice setting out its proposals in respect of the new pitch fees at least 28 clear days before the review date.

21. After the coming into force of section 11 of the 2013 Act additional implied terms are now contained in site agreements (whether entered into before or after the commencement of the 2013 Act). The implied terms governing the review of pitch fees are now found in paragraph 16 to 20 and 25A.

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22. The basic premise of the statutory implied terms so far the review of pitch fees is concerned is that the pitch fee may only be changed with the agreement of the occupier or by an order of the appropriate judicial body (in England, the FTT) (para 16). The pitch fee "shall be reviewed annually" at the review date which is either the date specified in the agreement as the review date or the anniversary of the commencement of the agreement (paras 17(1), 29). In England the right to a pitch fee review is mutual and the occupier may also apply to the FTT for an order determining the amount of a new pitch fee (para 17(4)).

23. Where a new pitch fee is not agreed, the overarching consideration for the FTT is whether "it considers it reasonable for the pitch fee to be changed" (para 16(b)). The factors to which it will have particular regard in determining the amount of the new pitch fee are set out in para 18(1) which refers to improvements carried out or legislative changes affecting costs, in each case since the last review date (not, it should be noted, since the last review) and changes in amenities or services which have not previously been taken into account.

24. Paragraph 20 introduces a presumption that the pitch fee will vary within a range set by the change in the retail prices index in the twelve months before the review date. In practice, the RPI increase is not treated as a range but as an entitlement, and the increase is usually the most important consideration in any pitch fee review. As applicable to England, para 20 provides as follows:

> *"20(A1) In the case of a protected site in England, 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 retail 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).”

25. The review is initiated by the owner serving a written notice on the occupier “setting out his proposals in respect of the new pitch fee” (para 17(2)). The notice must be accompanied by a document in the form now prescribed by the 2013 Form Regulations (paras 17(2A), 25A(1)). Para 17(6A) stipulates that:

“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.”

One of the things which the document “must” do in order to comply with paragraph 25A is to “specify any percentage increase or decrease in the retail prices index calculated in accordance with paragraph 20(A1)” (para 25A(1)(b)).

26. If the occupier does not agree the proposed new pitch fee the owner may apply to the FTT for an order determining the new fee, and pending that determination the current pitch fee remains payable (para 17(4)). If the owner gives notice of his proposal at least 28 days before the review date the new pitch fee will become payable from the review date and will be back dated to that date if it has not been agreed or determined before it (paras 17(2), 17(4)(c)).

27. If the owner does not give notice at least 28 days before the review date the right to a new pitch fee for that year is not lost. Instead an alternative procedure contained in sub-paragraphs (7) to (10) applies. Paragraph 17(6) confers the right to that alternative procedure as follows:

“(6) Sub-paragraphs (7) to (10) apply if the owner—

(a) has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but

(b) at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee."

28. The alternative timetable for the review laid down by sub-paras (7) to (10) has the effect that whether the occupier agrees to the proposal, or the owner obtains a determination of a new pitch fee from the FTT, the new pitch fee becomes payable as from 28 days after the service of the owner's notice (paras 17(7), 17(8)(c)). If the proposed new pitch fee is not agreed, the earliest date on which the owner may apply to the FTT for a determination is 56 days after the date of the notice, and the latest is four months after the date on which the owner served the notice (although the terminal date may be extended by the FTT) (paras 17(9), 17(9A)).