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

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| **Case Reference** | **:** | HAV/24UJ/PHI/2026/0159 |
| **Property** | **:** | 75 Solent Grange, New Lane, Milford on Sea, Lymington SO41 0UQ |
| **Applicant** | **:** | AR (Solent Grange) Limited |
| **Representative** | **:** | Ms Sharon Reach, Operations Manager, Regency Living Limited |
| **Respondent** | **:** | Mrs Anne Carey |
| **Representative** | **:** | n/a |
| **Type of Application** | **:** | Review of Pitch Fees: Mobile Homes Act 1983 (as amended) |
| **Tribunal Member(s)** | **:** | Judge D Gethin<br>Miss T Wong |
| **Date type and venue of Hearing** | **:** | 28 October 2026<br>Remotely by video |
| **Date of Decision** | **:** | 28 October 2026 |

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**DECISION**

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**DECISION OF THE TRIBUNAL**

1. **The Tribunal determines that the pitch fee for 75 Solent Grange will remain at £314.67 per month with effect from 1 January 2026.**

## Background

2. On 8 March 2026 the Applicant site owner sought a determination of the pitch fee of £326.00 per month payable by the Respondent from 1 January 2026.

3. A Pitch Fee Review Notice dated 25 November 2025 [33-38] was served on the occupier proposing to increase the pitch fee by an amount which the site owner says represents only an adjustment in line with the Consumer Prices Index.

4. Directions were issued on 14 August 2026 [10-15] setting a timetable for the exchange of documents preparatory to a determination on the papers unless a party objected in writing.

5. The Respondent was asked to complete a reply form and send any objection and supporting documentation to the Applicant and the Tribunal by 7 September 2026.

6. The Tribunal received the returned reply form and statement [17, 19-21] from the Respondent on 26 August 2026, confirming her objection to the increase of the Pitch Fee and stating that she was content for the matters to be determined on the papers, without a hearing.

7. The directions were substantially complied with, and the Tribunal had a bundle of 54 pdf pages. References in [ ] are to pages within that bundle.

8. The Tribunal being mindful of the Tribunal's overriding objective, decided however that a hearing was necessary and further directions were issued on 23 September 2026 [not included in the bundle].

9. On 6 October 2026, the parties were notified that the hearing would not take place at Havant Justice Centre but remotely by video.

## The Law

10. The relevant law is set out in the Mobile Homes Act 1983 (as amended) ("the Act").

11. Section 1(1) of the Act provides as follows:

> *(1) This Act applies to any agreement under which a person ("the occupier") is entitled –*
>
> > *(a) To station a mobile home on land forming part of a protected site; and*

*(b) To occupy the mobile home as his only or main residence.*

12. The Tribunal derives its jurisdiction to determine disputes in these matters by virtue of Section 4(1) of the Act which states as follows:

*(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 subsection (2) to (6)*

13. Under the Act, terms are implied into all agreements to which the Act applies. Those implied terms are set out in Chapter 2 of Part 1 of Schedule 1 of the Act.

14. The relevant terms for the purposes of a pitch fee review are set out at paragraphs 16-20 of that part of the Schedule. In summary, a review of a pitch fee is governed by three statutory principles:

i. The pitch fee can only be changed either with the agreement of the occupier or by determination by the Tribunal;

ii. The pitch fee shall be reviewed annually as at the review date;

iii. A presumption that the fee will increase or decrease in line with the variation in the CPI.

15. Paragraph 16 states that a pitch fee can only be changed in accordance with paragraph 17, either –

*(a) With the agreement of the occupier, or*
*(b) If the appropriate judicial body, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.*

*16.* Paragraph 17(4)(a) states that where the occupier does not agree to the proposed new pitch fee *"the owner [or . . . the occupier] may apply to the [appropriate judicial body] for an order under paragraph 16(b) determining the amount of the new pitch fee."*

17. Paragraph 17(5) provides that *"An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date [but . . . ] no later than three months after the review date].*

18. Paragraph 18 requires the Tribunal, in determining the new pitch fee, to have regard to particular factors:

    i. Any sums expended by the site owner since the last review date on improvements;

    ii. Any deterioration in the condition and any decrease in the amenity of the site since 1st October 2014 (being the date when Schedule 1 of the Act came into force) or if later the date when regard was last had to that factor;

    iii. Any reduction in the services provided by the site owner and any deterioration in the quality of those services since 1st October 2014 (being the date when Schedule 1 of the Act came into force) or if later the date when regard was last had to that factor;

    iv. Any legislative changes affecting costs.

19. Paragraph 20(A1) provides a presumption that any change in pitch fee, will be in line with CPI, unless this would be unreasonable having regard to paragraph 18(1).

20. In the absence of agreement on the new pitch fee, the Tribunal will only allow it to be altered if it considers that alteration to be reasonable. Further, if it considers that the fee should be changed, it should have regard to the factors set out in paragraph 18(1) and the presumption in paragraph 20 as to the extent of the increase (or decrease). There is no entitlement to such an increase, but a change in CPI in the previous 12 months provides a strong indication that it would be reasonable to change the pitch fee by that amount.

**Issues to be determined**

21. The principal issue is whether the statutory presumption in favour of a CPI-linked increase should be displaced by reason of:

    a. deterioration in the condition or amenity of the site; and/or
    b. reduction in, or deterioration in the quality of, services provided to occupiers.

22. No dispute has been raised regarding the arithmetic of the CPI calculation itself, the amount of the proposed increase, or the validity of the review notice.

**Site Inspection**

23. The Tribunal was not invited to inspect the site, nor did the Tribunal consider it proportionate to do so.

**The Respondent's Case**

24. The Respondent objects to the proposed increase and in accordance with the Directions, submitted a written statement accompanied by photographs [17, 19-21].

25. The Respondent's position is that when she moved to the site in December 2021:

    a. Security guards were present.
    b. There were three full-time groundsmen.
    c. There was a full-time site manager who responded quickly to problems.
    d. A fence and flowerbed existed between her plot and the undeveloped area situated in front of the Property.

26. The Respondent submits that:

    a. Security guards have been removed despite the site having been marketed as secure.
    b. The former groundsmen have been replaced by occasional visits from contractors who appear unfamiliar with the site.
    c. The former full-time site supervisor has been removed and management presence substantially reduced.
    d. The fence and flowerbed have been removed and replaced by what is described as a bed of weeds and exposed cabling.
    e. Site rules concerning drying washing, commercial vehicles, trailers, bird feeders, wooden structures and maintenance of plots are no longer effectively enforced.
    f. A streetlight has not functioned for several months.
    g. There are piles of rubbish on site and a general air of neglect.

27. The photographs relied upon by the Respondent show, among other matters, undeveloped or untidy areas, exposed cables, rubbish, construction materials, incomplete plots and a ride-on mower parked on site.

28. The Respondent's case is, in essence, that there has been a material deterioration in site standards, management and services such that an increase in the pitch fee is not justified.

29. The Respondent also submits that she believed that if the Tribunal determined a pitch fee increase was unfair, that decision would be applied to all occupiers on the site.

30. At the hearing, the Respondent identified the Property on the aerial photograph [29] as being that which faces south towards the blue marker on the photograph. The Respondent faces onto that part of the site which remains under development, bases having been laid but new homes not having been stationed, with completion of the surfacing of roads across the site having taken place in August 2026.

31. The Respondent confirmed during oral evidence that the fence had not been removed, rather it fell down during 2026 due to high winds although she said it had become tatty with some missing fence panels before then.

**The Applicant's Case**

32. The Applicant's statement of case is dated 19 September 2026 and is signed by Sharon Reach, Operations Manager [22-28].

33. The Applicant submits that the proposed increase reflects only CPI and does not include any discretionary increase.

34. The Applicant states that it acquired Solent Grange in December 2023 and inherited a number of issues arising from previous ownership and operation of the site [23].

35. The Applicant states that Solent Grange remains an active development site and submits that some unfinished or temporary conditions are attributable to continuing development works rather than any failure to maintain completed parts of the site [23].

36. In relation to security, the Applicant accepts that security guards were employed by the previous site owner, but those arrangements ceased in August 2023 before the Applicant acquired the site. The Applicant submits that it therefore did not remove that service and the historic absence of security guards cannot properly amount to a reduction in services provided by the Applicant [23].

37. In relation to grounds maintenance, the Applicant states that in January 2026 it altered the method of service delivery. Grounds maintenance is now undertaken by Ground Control, an external contractor, which continues to perform grass cutting, strimming, path clearance, hedge trimming and general maintenance. A triple-visit arrangement was introduced in July 2026. The Applicant submits that the service itself has not been reduced, notwithstanding the change in staffing arrangements [24].

38. The Applicant had produced contractor records and photographs said to evidence grounds maintenance works undertaken on site for multi-day periods in March 2026, May 2026 and August 2026 [29-32].

39. In relation to management, the Applicant states that in March 2026 a hybrid management model was introduced under which the Cluster Manager attends the site twice weekly and is supported by wider operational and customer care teams. Face-to-face appointments remain available upon request. The Applicant submits that whilst Management services have changed in form they have not been withdrawn [24-25].

40. The Applicant further contends that complaints concerning fences, flowerbeds, lighting, rubbish, site standards or individual breaches of

site rules do not establish a general deterioration in site condition or service provision [25-27].

41. The Applicant's position is that the Respondent's concerns comprise isolated maintenance matters, historic arrangements predating its ownership, or matters associated with an ongoing development, none of which justify displacing the statutory presumption in favour of the CPI-linked increase [27-28].

**Hearing**

42. The hearing took place remotely by video. Ms Reach appeared for the Applicant. The Respondent appeared in person.

43. Below we set out a precis only of what took place at the hearing. We do not address points in the order that they were made. The hearing itself was recorded.

44. We were not provided with a complete copy of the Written Statement. The Respondent had submitted a photograph of one of the missing pages by email on 28 October 2026 at 1:06pm. The Respondent relied upon paragraph 22(d) of the Written Statement.

45. We had regard for the overriding objective to deal with appeals fairly and justly. The Applicant had not been provided with this excerpt previously but it was taken from a document that the Applicant had or ought to have in its possession, that the excerpt was relevant to the issues in dispute and it would not cause prejudice to the Applicant to admit it, and so we admitted it as late evidence and added it to the end of the bundle.

46. The parties accepted that the relevant period under consideration is 1 January 2025 to 31 January 2025. Matters which occur during 2026 fall outside of the relevant period and so must be disregarded when we consider whether the CPI presumption does not arise.

47. The parties were taken through the decision in *Wyldecrest Parks (Management) Ltd v Finch* [2024] UKUT 197 (LC) which provides authority that:

    a. the starting point for considering deterioration or decline is the previous condition of the site as found and not any minimum contractual standard, so the comparison is between the condition at the relevant time and its previous condition; and
    b. any deterioration or decline not previously the subject of a determination by the Tribunal may be considered.

48. Mrs Reach accepted on behalf of the Applicant that the Tribunal should approach matters on that basis.

49. Mrs Reach confirmed that there have been two previous Tribunal determinations in 2023 and 2025 concerning the site. Although the Respondent was originally named as a party in the 2025 application, she

had subsequently reached agreement to pay the increase and so was not named as a respondent in those proceedings. We were not taken to the decisions in either application, and so we have had no regard to the Tribunal's determinations.

50. The Respondent was asked to take us through the matters she disputes in more detail.

51. In respect of security, the Respondent complained that she and her late husband had been sold their pitch on the basis that the site would be a "secure site". She confirmed that there were no express terms in the Written Statement to that effect. Consequently, we did not deem it necessary to adjourn to be provided with a full copy of the Written Statement ahead of making our decision.

52. In the absence of gates at the main entrance to the site, the Respondent said that the Applicant's predecessor-in-title had employed security staff for 20 hours each day comprising one or two staff at any one time. There was a period of a few hours from 4:00am when there would be no staff on site. The Respondent had not seen them patrolling, but she had been told that they did so during the night.

53. The Respondent said that when the security staff were withdrawn by the Applicant's predecessor-in-title, she was told that they were no longer needed as there would be a gated entry system only to be told at a later date that gates would not be installed until all homes had been stationed.

54. Mrs Reach accepted that there had been security staff employed, but this practice had ceased prior to the Applicant's predecessor-in-title going into administration and the Applicant taking over the freehold of the site in December 2023.

55. We do not record at length all the other matters raised for the reasons given below that we do not have jurisdiction to consider them.

56. The Respondent did confirm that the roads have been recently surfaced as evidenced by her photographs taken in August 2026.

57. When asked about the services that the on-site manager would provide, the Respondent described a weekly walk around the site identifying matters needing attention, ensuring that there was no unauthorised parking, clearing the dog waste bins regularly and general attendance on site and enforcement of park rules.

58. The Applicant said that the on-site manager had been employed Monday to Friday 9am-5pm, but they left the business in April 2026 and the Applicant had moved to a 'hybrid' model with a person attending site one day a week with other services provided remotely or via appointment for face-to-face meetings.

59. Although not in issue during the relevant time, the Respondent was asked whether unauthorised parking had become an issue following the

removal on the on-site manager. The Respondent was unable to give examples of this being a significant issue or at all.

**Decision**

60. We find that the notice [33-38] served and relied upon by the Applicant is a valid pitch fee notice which comply with the statutory requirements. There is a *prima facie* case that the Applicant is entitled to the pitch fee increase sought in accordance with the CPI Index being 3.6%.

61. We are satisfied that there was previously a security presence on site and, absent the installation of a gated entry system, that removal of this service marked a reduction in the services by the relevant time. There has been no prior Tribunal determination of this reduction in service and so we have jurisdiction to consider the issue.

62. Although a singular issue, we consider the removal of the security presence to be a sufficient detriment as to rebut the presumption of a CPI increase under paragraph 18.

63. The Respondent had placed reliance on the description of the site as a secure site when purchasing the Property. For potentially vulnerable occupiers, such a service warrants a premium and we find that the Respondent considered this to be a relevant and significant factor when purchasing the Property.

64. We accept that providing a sense of security can be met in different ways. Had the gated entry system been installed by the time of the relevant period, we may have considered this to be an equivalent standard of service.

65. Having regard to the importance of the service to the Respondent and the failure to put in place an alternative to withdrawing the security presence entirely, we determine that the pitch fee should not be increased at all.

66. Turning to the other matters specified by the Respondent in her statement [19], the change in grounds maintenance, removal of an on-site manager, street lighting not working, and the failure to replace the fallen fence on the other side of the road from the Property which was a barrier to the undeveloped land, all took place in 2026. There are not matters that had occurred during the relevant time, and consequently we do not have jurisdiction to consider them.

67. The corollary is that the Respondent is, in principle, able to raise such matters in any challenge to a future pitch fee review notice as we have not determined them. We therefore make no finding as to the merits of the Respondent's submissions.

68. Turning to those matters which did occur during the relevant period, the Respondent relied upon the general appearance of the site, the displaced

pavers near the front entrance of the site and the general standard of the grounds' maintenance.

69. Whilst the roads may, until recently, not had their final surfacing, the Applicant had not provided any evidence that the standard of the roads had deteriorated compared with the time when she had moved onto the site. Similarly, there was a paucity of evidence regarding the standard of grounds maintenance deteriorating prior to the grounds' maintenance contract changing to the current contractor in February 2026.

70. Similarly, there was a paucity of evidence as to the condition of the fencing and associated flowerbed during 2025. We are not satisfied that these other matters are sufficiently evidenced, or that there is a real reduction in the amenity of the site and the facilities of the same, to justify reducing the pitch fee below the 2025 level.

**Final observation**

71. Having determined the pitch fee from 1 January 2026, the Applicant may wish to serve a new pitch fee review notice in the coming weeks in advance of an increase to take effect from 1 January 2027.

72. That may cause consternation for the Respondent, but we would confirm that that is permissible. It remains open to her to challenge any such increase, based on the matters that we have not considered above on the basis that they had occurred in 2026, which she had otherwise submitted fell within:

    a. deterioration in the condition or amenity of the site; and/or
    b. reduction in, or deterioration in the quality of, services provided to occupiers.

**RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide

whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.