FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/23UE/PHI/2026/0300-302
Property	**:**	96, 119 & 121 Quedgeley Court Park, Greenhill Drive, Tuffley, Gloucester, GL4 0LP
Applicant	**:**	Donaldson & Newman Ltd
Representative	**:**	Nick Donaldson
Respondent(s)	**:**	(1) Christine Spencer (no. 96) (2) Jackie Grange (no. 119) (3) Winston Ffrench (no. 121)
Representative	**:**	None
Type of Application	**:**	Review of Pitch Fees: Mobile Homes Act 1983 (as amended)
Tribunal Member(s)	**:**	Judge D Gethin
Date and type of Hearing	**:**	9 November 2026 On the Papers
Date of Decision	**:**	9 November 2026

DECISION

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DECISIONS OF THE TRIBUNAL

1. **The Tribunal determines that the pitch fee for nos. 96 and 121 is £177.58 per month with effect from 1 January 2026.**

2. **The Respondents living at nos. 96 and 121 will pay the water rates separately from the pitch fee in accordance with Clause 3(b) of Part IV of the Written Agreement.**

3. **The Tribunal determines that the pitch fee for no. 119 is £190.55 per month with effect from 1 January 2026.**

4. **The Respondent living at no. 119 does not pay water rates separately from the pitch fee in accordance with Paragraph 7 of Part 1 of the Written Agreement which expressly provides that water services are included within the pitch fee.**

Background

5. On 31 March 2026 the Applicant site owner sought a determination of the pitch fee payable by the Respondent from 1 January 2026.

6. A Pitch Fee Review Notice dated 26 November 2025 accompanied by the statutory Pitch Fee Review Form of the same date was served on the occupiers proposing to increase the pitch fee by an amount which the Applicant says represents only an adjustment in line with the Consumer Prices Index. The issue is that there was an arithmetic mistake so whilst the correct CPI figure of 3.6% was used, the proposed new pitch fee of £189.07 per month was arithmetically incorrect.

7. On 4 January 2026, a corrected Pitch Fee Review Notice dated was served on the Respondents giving a proposed new pitch fee of £189.07 per month. The Applicant says this was because there was an arithmetical error in the pitch fee calculation.

8. In the First Respondent's reply dated 31 March 2026, the First Respondent says any miscalculation was the Applicant's error, she should not have to pay for the Applicant's mistake, and that asking for two increases in a year is not right.

9. In the Second Respondent's reply dated 31 March 2026, the Second Respondent says any miscalculation was the Applicant's error; she should not have to pay for the Applicant's mistake.

10. In the Third Respondent's reply dated 31 March 2026, the Third Respondent says any miscalculation was the Applicant's error and that the Applicant cannot change the pitch fee twice in a year.

11. Directions were issued on 9 September 2026 setting a timetable for the exchange of documents preparatory to a determination on the papers

unless a party objected in writing. The 09 September 2026 directions indicated:

- The Tribunal considered that the applications were suitable for determination on the papers. Any objection to the case being determined on the papers needed to be made in writing within 28 days of the date of the 9 September 2026 directions i.e. by 7 October 2026.

- The Respondents were each asked to complete a reply form and send any objection and supporting documentation to the Applicant and the Tribunal by 30 September 2026. On receipt of the Respondents' replies, the Tribunal would decide if an inspection of the Property is required.

- If a party contended that an external inspection of the Property was necessary, they were required to make an application. On receipt of the Respondent's reply, the Tribunal would decide if an inspection of the property is required.

12. None of the Respondents returned the Reply Forms, whilst only the Third Respondent emailed the Tribunal on 29 September 2026, without copying in the Applicant as directed, to state that any error was the Applicant's mistake and that he was surprised the Applicant had sought a determination for an additional £2.23 per month in the pitch fee.

13. No party made an application seeking an oral hearing.

14. No party has made an application seeking an external inspection.

15. On 21 October 2026, in accordance with the 9 September 2026 Directions, the Applicant filed and served separate hearing bundles in respect of each of the applications. The bundles are properly paginated and indexed (albeit the applications and Tribunal Directions are missing from each bundle). The dispute between the parties remains as set out above and as per the original application.

16. On 28 October 2026, the Tribunal bundle considered whether the matter was suitable for a paper hearing and whether an inspection was required. Judge Bowden directed that the application is suitable to be dealt with on the papers and that in light of the issues in dispute no inspection was necessary.

The Law

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

18. 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.

19. 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)

20. 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.

21. 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.

22. 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.

23. 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."*

24. 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].*

25. 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.

26. 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).

27. 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

28. The sole issue is whether the statutory presumption in favour of a CPI-linked increase should be displaced by reason of the Applicant's arithmetic mistake in the Pitch Fee Review Forms.

Site Inspection

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

The Respondents' Case

30. The Respondents object to the proposed increase relying on the proposed new pitch fee given in the Pitch Fee Review Forms dated 25 November 2026. They say that they have each paid the original, arithmetically incorrect, proposed pitch fee of £189.07 per month and that any further increase amounts to a second increase within 12 months and so is not permissible.

31. None of the Respondents dispute that 3.5% was the correct CPI value to be used, nor that the proposed new pitch fee of £191.30 per month would be the correct figure if the Applicant had correctly calculated the increase, nor do they submit that there are any matters which would support the position that the presumption that any change in pitch fee, will be in line with CPI, under paragraph 20(A1) would be unreasonable having regard to paragraph 18(1), namely:

    a. any deterioration in the condition and any decrease in the amenity of the site or
    b. any reduction in the services provided by the site owner and any deterioration in the quality of those services.

32. The Respondents accept that the Applicant has made a mistake, but submit that the Applicant should remain bound by the proposed new pitch fee given in the Pitch Fee Review Notices and accompanying Pitch Fee Review Forms.

The Applicant's Case

33. The witness statement of Mr Nicholson on behalf of the Applicant is dated 11 May 2026.

34. Mr Nicholson, Director of the Applicant, accepts that the Pitch Fee Review Notices and Pitch Fee Review Forms contained errors.

35. Mr Nicholson submits that the errors were addressed promptly in correspondence by way of a new Pitch Fee Review Notice dated 5 January 2026 and amended Pitch Fee Review Forms dated 25 November 2026 that were sent to each of the Respondents by email at 11:28pm on 4 January 2026 under cover of a letter dated 5 January 2026 explaining the error and giving the 'correct' proposed pitch fee of £191.30 per month. The corrections were not sent until after the Review Date of 1 January 2026 had expired.

Decision

36. The first question to determine is whether the Pitch Fee Review Notices and Pitch Fee Review Forms are valid.

37. In *Small v Talbot* [2014] UKUT 0015 (LC), the First-tier Tribunal's Chamber President sitting as a Judge of the Upper Tribunal, decided that the Notice that was served was not valid for the reason that it contained incorrect computations of the actual amount of the increase proposed and of the amount that the occupiers would pay.

38. However, the requirements that were relevant to that Notice have since changed as a result of the amendments to the Act made by the Mobile Homes Act 2013 ("the 2013 Act") and the statutorily prescribed form, and the law on errors in notices has also changed.

39. The Supreme Court's ruling in *A1 Properties (Sunderland) Ltd v Tudor Studios RTM Company Ltd* [2024] UKSC 27 is the definitive authority on errors, omissions, and non-compliance in statutory property.

40. The starting point when assessing the consequence of non-compliance with a procedural statutory requirement is to a) identify the statutory provision that has not been complied with; b) ascertain its purpose in the context of a detailed analysis of the statute as a whole and c) consider the specific facts of the case and what prejudice or injustice might arise if the validity of the statutory process was affirmed despite the non-compliance. The consequence of any non-compliance would be that the notice was not void but voidable.

41. The statutory provisions have been complied with, albeit the Applicant has made an error, and I am satisfied that the Respondents suffer no prejudice as the presumption is that their pitch fee should increase by CPI unless the matters under paragraph 18 apply. That is made clear in the accompanying notes to the Pitch Fee Review Forms.

42. The Respondents' pitch fees are being increased by the same amount as the other occupiers and to disallow the increase in line with CPI would not just prevent the Applicant from recovering the full pitch fee in this year, but in subsequent years as well. To allow the Respondents to benefit from the lower amount proposed in error would be to unjustly enrich them.

43. None of the Respondents have sought a declaration that the Pitch Fee Review Notices and Pitch Fee Review Forms should be declared void simply because there is an arithmetic inconsistency between the CPI rate relied upon and the proposed new pitch fee. Indeed, the Respondents seek to rely on the notice as they submit that they should only be required to pay £189.07 per month rather than £191.30 per month.

44. Following the House of Lords' decision in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749, the approach to be taken is to construe the notice objectively.

45. On an objective construction, a reasonable occupier would understand that:

a. the existing pitch fee disregarding the amount attributable to water rates which the Applicant seeks to recover in arrears based on the previous year's actual expenditure incurred was £171.41 per month;
b. a CPI adjustment of 3.6% was being used which should have been £6.17 per month and not £3.94 per month;
c. the review was based on CPI, to which would be added the water rates, and with no relevant deductions;
d. the proposed new pitch fee of £189.07 per month rather than £191.30 per month arose from a simple arithmetic slip caused by the CPI adjustment being incorrectly calculated.

46. Finally, and arguably of greatest relevance to the specific facts of this case, in *Martin Hampton v The Berkeley Leisure Group Limited* [2024] UKUT 260 (LC) ("*Hampton*") §§38-39 UTJ Cooke held that simply because a site owner got the calculation wrong does not invalidate the notice and that on a referral to the Tribunal to determine the pitch fee, the Tribunal can substitute the correct calculation.

47. I find that the Pitch Fee Review Notices and Pitch Fee Review Forms served and relied upon by the Applicant are valid pitch fee notices which comply with the statutory requirements, albeit there is an error in the calculation methodology and the proposed new pitch fee.

48. Having decided that the Pitch Fee Review Notices and Pitch Fee Review Forms were valid, I find that the for the purposes of paragraph 17(4) the Respondents have not agreed to the proposed new pitch fee. I understand that the Respondents are paying the sum of £189.07 per month, but none agree that the pitch fee should have been increased by 3.6% being the relevant CPI adjustment.

49. As a result of the inconsistency in the arithmetic, there remains a dispute between the parties as to what the correct pitch fee should be and consequently the Applicant is entitled to apply for an order under paragraph 16(b) for the Tribunal to determine the amount of the new pitch fee.

50. The Upper Tribunal in *Wyldecrest Parks (Management) Ltd v Truzzi-Franconi* [2023] UKUT 42 (LC) ("*Truzzi-Franconi* ") emphasised that the Tribunal's role under paragraphs 16-20 is to determine the appropriate pitch fee under the statutory scheme rather than simply to enforce private bargaining positions.

51. *Truzzi-Franconi* stresses the importance of the statutory presumption under paragraph 20(A1) that 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 CPI.

52. The review date is agreed and absent any of the matters in paragraph 18(1) being raised by the Respondents as a reason why it would be unreasonable to do so, there is a *prima facie* case that the Applicant is entitled to the pitch fee increase sought in accordance with the CPI Index for the relevant period that being 3.6%.

53. However, I find that the Applicant has made an error in law when calculating the pitch fee. A Pitch Fee is defined at paragraph 29 of Chapter 2 of Part 1 to Schedule 1 to the 1983 Act:

> *"pitch fee" means 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 use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage and other services, unless the agreement expressly provides that the pitch fee includes such amounts;*

54. With respect to the First Respondent (no. 96) and the Third Respondent (no. 121), I have had regards to Clause 3(a)-(b) of Part IV *Express Terms of the Agreement* in their respective Written Agreements. I am satisfied that the Respondents have covenanted to pay to the Applicant all water rates assessed as payable in respect of their mobile home or pitch, but that these charges are to be paid separately and do not fall to be paid as part of the pitch fee.

55. The situation is different for the Second Respondent (no. 119). Paragraph 7 of Part 1 *Introductory Provisions and Express Terms (other than those specified in Part 5)* of the Written Agreement gives the pitch fee payable from 1 September 2008 which expressly provides that water is a service included in the pitch fee. In this case, there should be no separate charge for water rates.

56. Again, having regard to the decision in *Hampton*, the above errors in the calculation does not invalidate the Pitch Fee Review Notices and Pitch Fee Review Forms.

57. I therefore find that the Respondents have not rebutted the presumption under the statutory scheme that the Applicant could seek an increase of the pitch fee by the increase in CPI. I do however find that the deductions and additions proposed by the Applicant are not appropriate, as they do not fall within the definition of a pitch fee.

58. For nos. 96 and 121, I determine that the pitch fee should be:

Previous pitch fee (excl. water rates)	x	CPI increase	=	CPI adjustment
£171.41	x	3.6%	=	£6.17 increase

New pitch fee payable from 1 January 2026 for nos. 96 and 121: £177.58 per month

59. I am not asked to make a finding with regards to the water rates, but those are payable by the First Respondent and Third Respondent under Clause 3(b) of Part IV of their Written Statement as a separate charge. The First Respondent and Third Respondent have not queried the cost of the water rates. It follows that the total amount that the Applicant will seek from those respondents each month is equivalent to the amount the Applicant had sought as the corrected proposed pitch fee in the sum of £191.30 per month.

60. For no. 119, the position is different. The Second Respondent has not disputed that £183.93 per month was the current pitch fee from 1 January 2025. That is therefore accepted as the correct pitch fee. I determine that the pitch fee for no. 119 should be:

Previous pitch fee	x	CPI increase	=	CPI adjustment
£183.93	x	3.6%	=	£6.62 increase

New pitch fee payable from 1 January 2026 for no. 119: £190.55 per month

61. The Applicant must not charge the Second Respondent a separate amount for water rates. The pitch fee will increase by CPI each year, unless it would be unreasonable to do so, and that may mean the increase will be more or less than if water rates were charged separately depending upon the cost from the supplier which of course may or may not increase in line with CPI.

Final observation

62. Having determined the pitch fee from 1 January 2026 for the parties to this application, the Applicant will no doubt wish to serve new Pitch Fee Review Notices and Pitch Fee Review Forms on all occupiers of the site in the coming weeks in advance of an increase to take effect from 1 January 2027.

63. The Applicant should take care when carrying out the statutory calculation to avoid a repeat of the errors identified in this application. In particular, the Applicant should undertake a comprehensive review of all of the Written Agreements to understand which occupiers pay a pitch fee inclusive or exclusive of water rates.

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.