FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/00HE/PHI/2026/0001 – 34, 36 – 59, 62, 0298 and 0299
Property	**:**	The pitches at Beechdown Park, Totnes Road, Paignton, Devon, TQ4 7PS listed in the Schedule.
Applicant	**:**	Wyldecrest Parks (Management) Ltd.
Representative	**:**	David Sunderland (Estates Director).
Respondent	**:**	The Pitch Occupiers listed in the Schedule.
Representative	**:**	Kay Bilsby - Acting Secretary Beechdown Park Residents Association.
Type of Application	**:**	Pitch Fee Review – Chapter 2 of Schedule 1 to the Mobile Homes Act 1983 (as amended) (the Act).
Tribunal Members	**:**	Judge C A Rai Mr M Ayres FRICS.
Date type and venue of Hearing	**:**	6 October 2026 - Face to Face Torquay and Newton Abbot County and Family Court, The Willows, Nicholson Road, Torquay TQ2 7AZ.
Date of Decision	**:**	8 October 2026

DECISION

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1. The Tribunal determines that the Respondent's pitch fees shall increase by 3.8% from 1 December 2025. The Respondent's existing monthly pitch fees and their new monthly pitch fees are listed in the Schedule to this decision.

2. The reasons for the Tribunal's decision are set out below.

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Background

3. The Applicant made multiple applications for the Tribunal to determine the pitch fees in relation to 61 pitches on Beechdown Park, Totnes Road, Paignton, Devon TQ4 7PS (the Park).

4. The Applicant stated in those applications that:

   a. the review date specified in the agreements was 1 December 2025 and that the date of the last review was 1 December 2024.
   b. the Applicant had spent money on improvements since the last date which were:-
      i. for the benefit of park homes on the site
      ii. the subject of consultation with the occupiers and any qualifying residents association and
      iii. to which a majority of occupiers had disagreed.

5. The Tribunal issued Directions dated 13 May 2026 which identified:-

   a. the pitch fee review notice (dated 27 October 2025) stated that the Applicant sought an adjustment in pitch fee in line with the change in the Consumer Prices Index (CPI);
   b. some anomalies with regard to agreements, dates of the application and review dates;
   c. that an oral hearing would be required;
   and deferred deciding whether to inspect the Park.

6. Respondent occupiers were directed to complete a pro-forma reply indicating if they objected or agreed to the proposed increase in pitch fees and encouraged to appoint a representative, by a stated date, and consider submitting a single joint statement of their reasons for not accepting the proposed increase in pitch fees.

7. The Applicant was directed to send any witness statements, supporting documents and a copy of the site licence, to the Tribunal by a specified date and thereafter to prepare a hearing bundle in a form which complied with tribunal guidance (previously issued to both parties).

8. The hearing was listed for 2 and 3 September 2026.

9. During the second week of July 2026 both parties made case management applications. The Respondent sought permission for the late submission of the Respondents' statement as the result of it using an incorrect email address for the Applicant.

10. The Applicant sought to vacate the hearing and whilst not challenging the Respondent's application sought an extension to other dates in the May directions. Mr Sunderland said that he had anticipated that he would have been notified of the hearing date sooner and would now be unable to attend on the dates listed or comply with the direction deadline dates, the latter on account of the Respondent's delay in in sending the Applicant its statement.

11. Acknowledging the connection between the two applications that any extension of time limits might impact the hearing and having regard to its overriding objective the Tribunal ordered the vacation of the Hearing, permitted the Respondent to submit its statement late and extended the subsequent time limits with which the Applicant had to comply.

12. On 10 September 2026, following the identification of a suitable hearing venue, the case was relisted for 5 and 6 October 2026 and the parties duly notified.

13. On 17 September 2026 the Applicant applied to attend the hearing remotely by video, because of the travelling time, and for the application to be heard on a single day. The Respondent confirmed it did not object but that it wished to attend in person. The application for the proceedings to be heard on one day was granted but the application for the Applicant to appear by video was refused.

14. The Tribunal received an agreed bundle comprising 1565 pages from the Applicant on 27 July 2026. References to numbers in square brackets are to the numbered pages of the bundle. References to paragraphs in the Act are to paragraphs in Part 2 of Schedule 1.

15. The Tribunal has not sought to identify all the evidence relied upon in reaching its findings of fact or to elaborate at length on its reasoning. It has been mindful of the need to use judicial time efficiently whilst also taking account of its overriding objective to deal with the application fairly, justly and in a way which is proportionate to the importance of the case the complexity of the issues and the costs and resources of the parties and the Tribunal. The practice direction issued by the Senior President of the Tribunals in June 2024 directed that tribunals should generally apply relevant authorities within the jurisdiction being exercised, without needed to make any specific reference to them.

16. Neither party requested an inspection and the Tribunal decided it was unnecessary to inspect the Park.

The Hearing

17. Mr Sunderland appeared as the Applicant's representative. He said that he has not made a witness statement and whilst prepared to answer questions from the Respondent's representation these should be addressed through the Judge. Mrs Bilsby, acting secretary of the BPRA represented the Respondent.

The Application

18. The increase of the pitch fee sought by the Applicant comprises two elements, the first is an increase in line with the change in the CPI during the relevant period preceding the pitch fee review date.

19. The second increase is to enable the Applicant to recover the cost of improvements undertaken by it following consultation with the Respondent.

20. The Respondent has objected to the second element of the proposed increase.

21. Where any pitch fee increase is proposed, but not agreed, the increase must be determined by the Tribunal.

22. The Tribunal acknowledged that the bundle disclosed agreement between the parties to the part of the increase which reflected the change in the CPI but explained that its decision will relate to the pitch fee increase as a whole.

23. The Tribunal asked the Applicant to explain why it sought an increase for improvements to the Park first, being mindful of the fact that it could have asked the Respondent to speak first and explain why it disagreed with the increase proposed. It told Mr Sunderland that it wanted the Applicant to explain why the sum of £8.75 has been added to the pitch fee in addition to the presumed 3.8% CPI adjustment and how the Applicant had calculated that sum. Mr Sunderland agreed to present the Applicant's submissions first.

24. Neither party raised any issues with regard to procedure relating to the service of the notices or the submission of the applications. Discussions took place during the Hearing about the content of the Pitch Fee Review Notices which are referred to in the Tribunal's reasons (see paragraph 32 below).

The Applicant's Case

25. The Applicant seeks an order from the Tribunal determining that the new pitch fee which it proposed shall include an additional sum which it has referred to on the Pitch Fee Review Form as "Improvement to the amenity of the park/instalment of the smart meters" [889]. The Pitch Fee Review Form[1] refers to the cost being incurred in the current period. The figure of £8.75 is shown in two columns, the total cost and the net charge to the occupier.

26. **Mr Sunderland's submissions were as follows.**

a. It is widely acknowledged by all, that that statutory form, which Park owners are obliged to use[2] is inadequate and that the Upper Tribunal have agreed with him that it is unnecessary for owners to send anything other than the form when notifying occupiers of a review of their pitch fees.

b. The "statutory increase" is not being displaced.

c. He referred to an invoice from Smarter Technologies dated 30 October 2025 for the sum of £36,360 for three items - 100 electric meters, Orion network and installation [1556] and stated that the improvement (in respect of which the Applicant seeks to recover its costs by increasing the pitch fees) was explained in the

[1] the Tribunal treated the form for Pitch 2 as an "example" form
[2] paragraph 25A of Part 2 of Schedule 1 to the Act

consultation letter, dated 20 November 2024, sent to each Respondent, as an upgrade of the analogue electricity meter to a new digital (or smart) meter to bring the electricity supply up to date with the latest technology. The letter read "This will save you money in the long term by giving you access to both day and night tariffs and in the short term by allowing you to monitor what appliances you are using and how you could save by switching them of or using when a cheaper tariff is available and to monitor your electricity usage and help with budgeting via an app." [1384].

d. The consultation letter also stated that the meter would be read remotely, and no additional charge would be made "to the price you pay for electricity or for billing i.e. no metering administrative charges or any other charge for this service". It recorded that, in order to reflect this improvement to the amenity of the Park by having the latest smart meter installed, we propose an increase in pitch fee of £8.75 per month which will commence from the first Pitch Fee Review after the meters are installed

27. Mr Sunderland said that the monthly increase of £8.75 is the amount which the Applicant considers to be a reasonable charge for the improvement.

28. When asked to explain the calculation of the £8.75 Mr Sunderland said it was a sum which reflected the benefit of the improvement to the occupiers of the Park, which improvement added credibility to the Park. He expressed his belief that homes will be more saleable on account of the improvement.

29. Mr Sunderland explained that although the Government funds electricity suppliers to provide free smart meters to domestic customers that does not extend to occupiers of park homes. Mr Sunderland did not refer to other evidence in support of his submissions.

30. In response to a question about the benefit of the improvement to those occupiers who did not have an internet connection or mobile phones. Mr Sunderland acknowledged that the potential benefit would be less but said that they could still look at the display on the new meter.

31. Mr Sunderland explained that the occupiers currently cannot benefit from lower night tariffs. He said that the administration costs to the Applicant are "cost neutral" and will not result in savings for the Company because it will continue to pay an annual administration fee for billing services.

32. Responding to comments about the clarity of the pitch fee review notices Mr Sunderland asked the Tribunal to refer to an actual notice on page 888. It appeared to the Tribunal that he expected it to refer to the additional £8.75 and when he realised that it does not, said there was a missing line and accepted that there was merit in the Respondent's comment, but went on to absolve himself from any responsibility for the omission, stating that although the notice is signed on his behalf he does

not see (or presumably check) all the documents to which his signature is appended.

33. Mr Sunderland glossed over the consequences of the omission stating that since the Respondent knew very well what the notice said it was a moot point.

34. Mr Sunderland dismissed Mrs Bilsby's evidence of her conversations with local estate agents regarding their view that "smart meters" made no difference to house prices, because it was third party evidence which he considered inadmissible as he had no opportunity to cross examine or challenge the agents. He said that estate agents generally know nothing about the sale value of park homes

35. Mr Sunderland explained a little about the workings of a smart meter implying that the individual meters sent consumption information to the main smart meter from which that meter was able to compile billing information. The individual meters operate by using the electricity passing through and do not require an internet connection to operate effectively.

36. When making the **Applicant's closing submissions**, Mr Sunderland said the Applicant has made improvements to the Park and seeks an increase in the pitch fee to reflect this. It has undertaken a consultation as set out in the Act. The Respondent will not agree to its proposed increase, so it has applied to the Tribunal for an Order confirming the increase. It is obliged to do this under paragraph 18(1)(a)(iii) of Schedule 1 to the Act. He is satisfied that the consultation which the Applicant undertook is sufficient.

37. Mr Sunderland referred the Tribunal to the Upper Tribunal decision in the bundle and quoted from paragraph 31 of that case [3] [P1557]. Judge Elizabeth Cooke clarified that any addition to the pitch fee made to reflect an improvement will become part of that fee. She said to interpret it differently by deducting the added amount at a later dated would effectively mean that an owner would be entitled to a pitch fee for an unimproved pitch when in reality the pitch has been improved.

38. Mr Sunderland repeated his earlier statement that the "improvement" will enhance sales whilst not actually stating it would increase prices or disclosing any evidential basis for that submission.

39. Mr Sunderland dismissed the Respondent's evidence in the bundle about Smarter Technologies stating it was simply marketing information. He also said that, should the Tribunal reject his application it was denying Park Owners any incentive to improve mobile home parks and invest in the latest technology to make improvements.

40. Finally, he reminded the Tribunal that the pitch fee must increase by the at least the percentage increase in CPI.

[3] Wyldecrest Parks (Management) Ltd v. Truzzi Franconi and others [2020] UKUT 0142(LC)

The Respondents case

41. Mrs Bilsby referred the Tribunal to the consultation letter dated 20 November 2024 [1384]. The Respondent had anticipated that following its response to that letter, there would be a discourse with the Applicant. She acknowledged that the letter claimed that there would be a long term "cost saving" benefit to the Respondent and that the letter contained information about how to contact the Applicant and Mr Sunderland's telephone number.

42. Mrs Bilsby told the Tribunal that many of the Respondents had been concerned by the increase in the pitch fee referred to in the letter and contacted her, following which it had been agreed that she would send a single letter outlining their objections which each would sign [1386 - 1395], which was sent on 2 December 2026. She also emailed Jodie Thomson on 4 December 2026 [1386].

43. Following that letter being sent, it was identified that some occupiers had assumed that ongoing upgrade work, coincidentally being carried out at that time, was the installation/improvement referred to in the consultation letter, when it was entirely unrelated.

44. On 10 December 2024, Ms Thomson clarified the position, explained that the pitch fee review on 1 December 2024 did not include any charge for improvements and extended the consultation. She wrote "I believe it prudent to extend the consult so that the residents understand that this is a consultation for future proposal of smart metering and is not connected to the recent electrical works. We apologise for the misunderstanding (and perhaps bad timing!) and hope this clarifies" [1396 -1397].

45. Mrs Bilby replied to Ms Thomson by email on 12 December 2024 asking for the end date for the extended consultation. Quoting from the original consultation letter she said "Respectfully, you are asking for an additional £105.00 per annum from each household on this site for a proposed improvement that will incur no cost to Wyldecrest. So, with this in mind, we would ask for your justification for this increase and where and how it will be spent". [1397].

46. Some Respondents also sent individual letters to the Applicant. The Applicant did not correspond further until 11 February 2025 when it stated that following the consultation with regard to the improvements at the Park, Wyldecrest was pleased to confirm it would proceed with the upgrade in 2025 and that the pitch fee would increase by £8.75 per month from the pitch fee review date following the installation of the meters. That letter referred to a "Consultation Decision". It made no reference to any correspondence received from the BPRA or individual occupiers[1407].

47. Following the "Consultation Decision" the BPRA prepared a template letter for residents to use if they wished to comment further [1408].

48. Several Respondents sent individual letters to the Applicant. The BPRA also raised the issue with the local MP who expressed sympathy but eventually explained that once the Applicant applied to the Tribunal she was not able to interfere with the judicial process or provide further guidance [1418].

49. Mrs Bilsby said that, at this point, the Respondent did not know how the Applicant had decided upon the £8.75 increase. In the absence of any further clarification, she had researched Smarter Technologies. She has included copies of its web pages in the bundle which indicate the services offered. The Respondent concluded that Smarter Technologies offered a rebilling service which would relieve the Applicant from having to undertake that process. The Respondent believes that the consultation was inadequate, particularly because the Applicant did not respond to their letters raising queries and seeking clarification. Essentially the Respondent was seeking an explanation of what the monthly increase of £8.75 was paying for and why the installation of smart meters was an improvement which conferred a benefit on the occupiers of the homes on the Park.

50. Following the disclosure of the invoice from Smarter Technologies Mrs Bilsby said that she had perceived that the Applicant was seeking to recover the sum of £378 from the occupier of each home on the Park (the total invoice divided by 96) [4].

51. Mrs Bilsby acknowledged that the Applicant's consultation may have complied with the Act but said that that should not result in the Applicant failing to answer the Respondent's questions.

52. The only perceived benefit identified by the Respondent is that, going forwards no occupier should receive an estimated bill. Given the construction of the homes and their thin walls, it would not be practical to run appliances at night. In any case the occupiers tend to sleep between 2100 and 0700 and would not be able to take advantage of night tariffs without setting timers which it was unlikely that they would or could do. Even if the metering triggered lower consumption there would have to be dramatic change in current tariffs to offset the additional annual charge of £105. [5]

53. Mrs Bilsby said she had approached several local estate agents to seek an opinion as to whether the installation of smart meters would affect the sale of park homes and was told it would not. She implied that she was simply testing the claims in the consultation letter. She said that the Respondent has concluded that there is a clear benefit to the Applicant because the marketing information for Smarter Technologies states that the Smarter Technologies system is designed to provide favourable outcomes for its clients – not those who occupy homes within the Park.

[4] Mrs Bilsby said there are 96 homes on the Park. Mr Sunderland thought there were 95.
[5] 12 x £8.75

54. Whilst Ms Bilsby said she is no wiser with regard to the calculation of the proposed monthly increase she said that if it is added to the pitch fee the Respondent will effectively be paying for the alleged improvement in perpetuity.

55. The explanation put forward during the Tribunal that the proposed increase represents the value of the facility is the first actual explanation the Respondent has received from the Applicant.

56. Mrs Bilsby also noted that Mr Sunderland had suggested that when the increase was proposed, the Respondent could have offered to pay a lower monthly figure implying that he expected them to have challenged the figure proposed. When the Tribunal asked him about this he said it was not in the Applicant's interest to invite a negotiation of the amount but implied it might have considered a compromise.

57. Ms Bilsby said she did not know if anyone had spoken to directly to Mr Sunderland. He did not indicate to the Tribunal whether or not this had happened.

58. In the Respondent's closing submissions, (made prior to those of the Applicant), Ms Bilsby said that the Respondent's position is that it does not believe and /or cannot identify any "true" benefit to the Respondent from the works undertaken by the Applicant. In its view the purpose of the meters is simply to read and or monitor the use of electricity. The old meters did that. The new meters make no difference to the Respondent. The service is the same. The billing is the same save that it is sent by a different party. The only potential improvement identified is that no Respondent is likely to receive an estimated bill.

59. Only the Applicant will benefit, and is benefitting, from the "improvement". There is an administrative benefit. Even if the Applicant is correct in submitting that is cost neutral, he has provided no evidence except for a statement "of opinion" from the Applicant's representative Mr Sunderland.

60. Currently any administration costs are included within the pitch fee and going forwards that is unchanged. Mr Sunderland has not explained how the Applicant calculated the £8.75. Mrs Bilsby does not accept that the meter installation adds any value to the Respondent's homes. Any addition to the pitch fee to reflect an improvement will increase year on year. It is possible that tariffs may change, as may Ofgem rules and guidance.

61. The Respondent continues to object to the payment of the additional amount because, regardless of the written and oral submissions put forward, it cannot discern that the installation constitutes an improvement or confers any benefit on them.

The Law

62. The Act applies to any agreement under which an occupier is entitled to station a mobile home, on land forming part of a protected site, and to occupy the home as his only or main residence.

63. Agreements to which the Act applies incorporate standard terms often referred to as implied terms. Those that apply to protected sites in England are now contained in Chapter 2 of Part 1 of the Schedule to the Act. The terms which regulate increases in pitch fees are in paragraphs 16 to 20.

64. The pitch fee can only be changed in two ways in accordance with paragraph 17:-

    a. with the agreement of the occupier of the pitch, or
    b. if the Tribunal, on the application of the owner or occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee. (Paragraph 16)

65. A review of the pitch fee may be undertaken annually by the park owner on the review date (Paragraph 17(1)).

66. The owner must serve a written notice on the occupier of each pitch setting out its proposals in respect of the new pitch fee. That notice must be sent at least 28 clear days before the review date.

67. If the pitch fee review notice is served before the review date and the pitch fee is agreed by the occupier, it will be payable from the review date.

68. If the occupier does not agree the proposed increase, the owner can apply to the tribunal for an order determining the amount of the new pitch fee, which will be determined in accordance with paragraph 16(b).

69. The occupier will continue to pay the current pitch fee until such time as the new pitch fee is agreed by the occupier or an order is made. The new pitch fee will be payable from the review date, but the occupier will not be treated as being in arrears until the 28th day after the date on which the new pitch fee is either agreed or the tribunal makes an order determining it.

70. The written notice will be of "no effect unless it is accompanied by a document which complies with paragraph 25A".

71. Paragraph 25A provides that the notice must
    a. be in the form now prescribed by The Mobile Homes (Pitch Fees) (Prescribed Form)(England) Regulations SI 2023/620,
    b. specify the percentage change in the CPI used to calculate the review,
    c. explain the effect of paragraph 17,
    d. specify the matters to which the new pitch fee is attributable,

e. refer to the occupiers obligations in paragraph 21 (c) to (e) and the owners obligations in paragraphs 22(c) and (d), and

f. refer to the owners obligations in paragraphs 22(e) and (f) as glossed by paragraphs 24 and 25 (this relates to consultation about improvements with owners and any qualifying residents association)

72. The starting point for the Tribunal, when considering what order, it should make, is Paragraph 20 of Chapter 2 of the Schedule to the Act. That provides that, unless this would be unreasonable, having regard to paragraph 18(1), there is a presumption that a pitch fee will increase, or decrease, by a percentage which is no more than any percentage change in CPI, by reference to the latest index and the index published for the month which was twelve months before that to which the latest index relates.

73. Paragraph 18(1) provides that when determining the amount of the new pitch fee particular regard shall be had various matters. Those which are relevant to the Respondent's submissions in these proceedings are in subparagraphs (1)

> (1) When determining the amount of the new pitch fee particular regard shall be had to—
> (a) any sums expended by the owner since the last review date on improvements—
> (i) which are for the benefit of the occupiers of mobile homes on the protected site;
> (iii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and
> (iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the [appropriate judicial body][2] , on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

74. Paragraph 22(e) require that the owner shall consult the occupier about improvements to the protected site in general, and in particular about those which the owner wishes to be taken into account when determining the amount of any new pitch fee. Paragraph 22(f) states that the owner shall consult a qualifying residents association, if there is one, about all matters which relate to the operation and management of, or improvements to, the protected site and may affect the occupiers either directly or indirectly

Reasons for the Decision

75. The parties do not dispute that the Applicant served valid Pitch Fee Review Notices on the Respondents prior to the Pitch Fee Review Date of 1 December 2025.

76. The Applicant sought an increase to the Respondent's monthly pitch fees made up of two separate elements:-

a. the percentage change in CPI which it is presumed can be applied to the existing pitch fee (paragraph 20) and

b. £8.75 attributable to a sum expended by the owner since the last review date on improvements which are for the benefit of the occupiers, and which were the subject of consultation.

77. The Respondent has not challenged the Review Date, the content or service of the notice, or the calculation of the proposed increase shown in the pitch fee review notices, which is a 3.8% increase to take effect from 1 September 2025.

78. The Respondent accepted that consultation about the works, which the Applicant has described as improvements, had taken place. It received a consultation letter before the increase. It was invited to respond and did. The BPRA was also consulted. The Respondent was not happy that the Applicant took no notice of its comments with regard to the proposed improvements and went ahead with them despite it identifying that the works would not in the opinion of the Respondent constitute an improvement. However, none of this makes any difference because all the wording of paragraph 22 (e) requires is that this consultation takes place. Like the Respondent, the Tribunal is satisfied that it did.

79. The Tribunal also accepts that the questions which the Respondent raised about the proposed works were not answered by the Applicant. As a result, the Respondent made its own enquiries, presumably in an attempt to satisfy itself whether any justification for the works, their designation as an improvement, and the proposed increase in pitch fees could be verified.

80. If, as the Applicant suggested to the Tribunal during the Hearing, the information which the Respondent obtained about Smarter Technologies is "marketing blurb" the Applicant could have chosen to provide actual information to enlighten the Respondent as to the benefit of the improvement but it did not do that before it made its application or as part of its disclosure in the course of these proceedings.

81. Whilst the Applicant dismissed the response to enquiries the Respondent made of local estate agents as hearsay evidence, its representative, who made clear at the beginning of the hearing that he was not a witness, expressed an opinion, which was not backed up with evidence or substantiated in any way, that the installation of the new smart meters would enhance the credibility of the Park. The Tribunal has no way of assessing whether that statement is true or of clarifying the meaning the Applicant's Representative intended to confer. During the hearing the Tribunal assumed that Mr Sunderland might have been referring to an impression of credibility given to prospective buyers of new park homes. That interpretation may be incorrect. The Tribunal acknowledges that it has no actual knowledge about the availability of new homes on the Park or whether the Applicant intends to sell additional homes.

82. The Applicant's claim that in its other parks where it has installed similar meters the consumption of electricity has fallen by 20% is not evidential. Mr Sunderland was not a witness. He made the statement without providing any evidence to underpin it. When the Tribunal asked Mr Sunderland if he was referring to the percentage fall in consumption or costs he said that both would be the same.

83. The Tribunal does not agree, as the standing charges will remain the same and therefore a 20% fall in consumption may not result in a 20% saving in cost, particularly during a period of volatile pricing.

84. In any case, as identified by the Respondent, the proposed increase in the pitch fee of £105 a year will negate any benefit until the savings exceed that amount.

85. Mrs Bilsby expressed the view, without attributing evidential justification, that it was very unlikely that such an amount could be saved. She said she believed that all the Respondents would be paying more to the Applicant than any could save from a reduction in their electricity costs because of easier monitoring and access to night tariffs.

86. Paragraph 18 states that the Tribunal can have regard to any sums **expended by the owner since the last review date on improvements**. The only sum identified by the Applicant is the sum in the invoice from Smarter Technologies of £36,360. The Tribunal can have regard to that sum if the improvement was for the benefit of the occupiers ……(para 18(1)(a)) and (the improvements) were the subject of consultation.

87. The Tribunal has not identified what benefit the improvements, the installation of smart meters and a network, has conferred on the occupiers. The Respondent claimed that the installation of the new meters confers no discernible benefit to the occupiers. The Tribunal is inclined to agree.

88. As was stated, the occupiers believe that there is no difference between the old meter and the new meters in terms of benefit to them. The Respondent's position is that the only change, as disclosed, is that when it had queries regarding billing, it was referred to Smarter Technologies, not the Applicant. We have not been addressed by either party as to whether that is beneficial or not, and on that basis assume that very much like the administration costs, it is "neutral".

89. The Applicant has accepted that there is likely to be a benefit to the Respondent if estimated meter readings are not issued in the future. That benefit will not result in a saving to any Respondent. Even if the Tribunal it is wrong about that such a benefit is insufficient to justify a monthly increase of £8.75 in the pitch fee.

90. The Applicant submitted that should the Tribunal not accept that it is entitled to an increase in the pitch fee on account of installing smarter technology it would discourage Park owners from investing in improvements. The Tribunal does not accept that submission as being true or justified. The Act requires that regard shall be had to any sums expended by the owner on improvements which are for the benefit of the occupiers of the mobile homes.

91. The Tribunal is satisfied that the Applicant has not undertaken any meaningful assessment as to the benefit the installation of the smart meters might confer on the occupiers of the homes on the Park. Had it done so it would also have considered that when determining the pitch fee, the Tribunal **shall have particular regard any sums expended by the owner on improvements** and based its calculation on the sums expended. Instead, Mr Sunderland told the Tribunal that the £8.75 increased did not relate to the sums expended. He said that the occupiers would be paying for the benefit (to them) of the improvement which added to the creditability of the Park.

92. Since the increase proposed by the Applicant is on its own submission not related to the sum expended on the works it describes as improvements the Tribunal has decided to take no account of the sum of £8.75.

93. It can have regard to the sums which it has evidence were expended, £36,360.00, but has decided that that sum was not expended on improvements which conferred any benefit on the occupiers of the homes on the Park. Therefore, the Tribunal finds that the only increase in the pitch fee is that presumed by paragraph 20.

94. The Tribunal is satisfied it is reasonable to apply the presumption that the pitch fees shall increase by the 3.8% increase in the CPI in the twelve months preceding the pitch fee review date. The Respondent does not object to this presumption being applied and the Tribunal is satisfied that it has received no submissions from either party which makes this unreasonable, having had regard to paragraph 18(1).

Appeals

1. A person wishing to appeal this decision to the Upper 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.

SCHEDULE

Case No	Pitch	Occupier(s)	Current Pitch Fee £	New Pitch Fee £
HAV/00HH/PHI/2026/0001	2	Mrs James	138.69	143.96
HAV/00HH/PHI/2026/0002	3	Mick & Patricia Gallagher	250.78	260.31
HAV/00HH/PHI/2026/0003	4	Mr Straw	153.38	159.21
HAV/00HH/PHI/2026/0298	6	Mr Christopher Crofts	153.38	159.21
HAV/00HH/PHI/2026/0004	8	Mr & Mrs Carpenter	232.46	241.29
HAV/00HH/PHI/2026/0005	9	Mr Turner	153.38	159.21
HAV/00HH/PHI/2026/0006	10	Mrs Margaret Weight	185.08	192.11
HAV/00HH/PHI/2026/0007	12	Mrs McDonald	153.58	159.42
HAV/00HH/PHI/2026/0008	13	Mr Hover	152.18	157.96
HAV/00HH/PHI/2026/0009	14	Mr & Mrs Burrows	153.38	159.21
HAV/00HH/PHI/2026/0010	15	Mr P Egan	145.33	150.85
HAV/00HH/PHI/2026/0011	16	Mrs Ebden	145.33	150.85
HAV/00HH/PHI/2026/0012	17	Mr Dunford	153.38	159.21
HAV/00HH/PHI/2026/0013	18A	Christopher Dawson	226.85	235.47
HAV/00HH/PHI/2026/0014	22	Miss Hutchings	153.38	159.21
HAV/00HH/PHI/2026/0015	26	Mr Adams	145.33	150.85
HAV/00HH/PHI/2026/0016	28	Mr & Mrs Perrett	145.77	151.31
HAV/00HH/PHI/2026/0017	30	Martin & Alison Gilbert	250.78	260.31
HAV/00HH/PHI/2026/0018	31	Mr & Mrs Loomes	145.77	151.31
HAV/00HH/PHI/2026/0019	32	Barry James Stone	145.33	150.85
HAV/00HH/PHI/2026/0020	33	Andrea Hopkins	153.84	159.69
HAV/00HH/PHI/2026/0299	34	Kevin Ringrose & Jacqueline Viney	153.38	159.21
HAV/00HH/PHI/2026/0021	36	Mrs J Barley	152.96	158.77
HAV/00HH/PHI/2026/0022	38	Miss Williams	153.38	159.21
HAV/00HH/PHI/2026/0023	39	Mrs Lintern	153.38	159.21
HAV/00HH/PHI/2026/0024	40	Mrs Diana Rogers	145.77	151.31
HAV/00HH/PHI/2026/0025	42	Mr & Mrs King	145.77	151.31
HAV/00HH/PHI/2026/0026	42A	Mr Martin Kent	145.33	150.85
HAV/00HH/PHI/2026/0027	43	Mr Syd Turner	153.38	159.21

SCHEDULE

Case No	Pitch	Occupier(s)	Current Pitch Fee £	New Pitch Fee £
HAV/00HH/PHI/2026/0028	44	Ms Patricia Burke	153.38	159.21
HAV/00HH/PHI/2026/0029	46	Mrs Sue Bloise	153.38	159.21
HAV/00HH/PHI/2026/0030	47	Mrs Patricia Townsend	250.78	260.31
HAV/00HH/PHI/2026/0031	48	Mr & Mrs Scholes	153.84	159.69
HAV/00HH/PHI/2026/0062	49	Brian & Barbara Dawson	250.78	260.31
HAV/00HH/PHI/2026/0032	52	Ms Simone Jane Innes	140.37	145.70
HAV/00HH/PHI/2026/0033	56	Ms Juliet Louise Innes	145.77	151.31
HAV/00HH/PHI/2026/0034	57	Mr Gordon Hingston	145.21	150.73
HAV/00HH/PHI/2026/0036	60	Mrs Patricia Holmes	153.38	159.21
HAV/00HH/PHI/2026/0037	64	Jennifer Kay Tapscott	148.83	154.49
HAV/00HH/PHI/2026/0038	65	Mr James Richardson	153.38	159.21
HAV/00HH/PHI/2026/0039	67	Mr Kemish	153.38	159.21
HAV/00HH/PHI/2026/0040	68	Ms Tracy Moore	141.99	147.39
HAV/00HH/PHI/2026/0041	69	Mr S Marsh	152.18	157.96
HAV/00HH/PHI/2026/0042	70	Mr Brian Stabb	153.84	159.69
HAV/00HH/PHI/2026/0043	71	Peter & Jane Lambert	153.38	159.21
HAV/00HH/PHI/2026/0044	72	Mr Bronwyn Lewis	153.38	159.21
HAV/00HH/PHI/2026/0045	73	Mrs Williams	146.9	152.48
HAV/00HH/PHI/2026/0046	74	Mr & Mrs Bilsby	144.86	150.36
HAV/00HH/PHI/2026/0047	75	Mr & Mrs Reynolds	149.46	155.14
HAV/00HH/PHI/2026/0048	76	Mrs Reay	153.38	159.21
HAV/00HH/PHI/2026/0049	76B	Mr Eric Barbe	221.24	229.65
HAV/00HH/PHI/2026/0050	77	Mrs Diane Gjerde	153.38	159.21
HAV/00HH/PHI/2026/0051	78	Mr & Mrs Dwyer	153.38	159.21
HAV/00HH/PHI/2026/0052	79	Mr Walters	145.33	150.85
HAV/00HH/PHI/2026/0053	80	Ms Patricia Yorke	145.33	150.85
HAV/00HH/PHI/2026/0054	82	Mrs Wendy Oliver	190.26	197.49
HAV/00HH/PHI/2026/0055	84	Richard & Susan Young	142.06	147.46

SCHEDULE

Case No	Pitch	Occupier(s)	Current Pitch Fee £	New Pitch Fee £
HAV/00HH/PHI/2026/0056	85	Mrs Paula Hermes	145.33	150.85
HAV/00HH/PHI/2026/0057	86	Mr Rowbottom	153.38	159.21
HAV/00HH/PHI/2026/0058	92	Mr Philip Spackman	153.84	159.69
HAV/00HH/PHI/2026/0059	94	Jenny Cummings	153.38	159.21