FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/24UP/PHC/2026/0016
Property	:	17 Woodview Park, Station Hill, Curdridge, Hampshire, SO30 2DN
Applicant	:	Ian Phillip Payne Jacqueline Payne
Representative	:	
Respondent	:	Edward John James
Representative	:	Mr Godfrey-Payne of LSL Solicitors
Type of Application	:	Determination of any question arising under Section 4 Mobile Homes Act 1983
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Mr Hetherton MRICS IRRV (Hons)
Venue	:	Havant Justice Centre
Date of Decision	:	23 October 2026

DECISION

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

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

Background

1. The Applicants seek a determination of questions arising under the Mobile Homes Act 1983. The application was received on 04 August 2026, and the questions that they seek determination on are:

   Q1. Whether the Respondent is entitled under the Mobile Homes Act 1983 and the Written Statement to replace the existing LPG tank supply with an individual cylinder supply.

   Q2. Whether the Respondent is entitled to require the Applicants to

   terminate their existing LPG supply arrangements.

   Whether the Respondent is entitled to recover the proposed installation and supply charges.

   Q4. Whether the Respondent has completed his obligations arising under the Written Statement and the Mobile Homes Act 1983 when implementing these changes.

   Q5. Whether the Applicants are entitled to receive sufficient written information concerning the proposed arrangements to enable them to understand the legal, financial and practical consequences before deciding whether to accept them.

2. The Site is Woodview Park and the Site Owner is Mr James. There was a Written Statement between the parties; the relevant express terms are:

   To pay Outgoings

   3 THE occupier undertakes with the owner as follows:-

(b) To pay and discharge all general and/or water rates which may from time to time be assessed, charged or payable in respect of the Mobile Home or the pitch (and/or a proportionate part thereof where the same are assessed in respect of the residential part of the park) and charges in respect of electricity, gas, water, telephone and other services.

To maintain services and facilities

4 THE Owner undertakes with the occupier as follows:-

(c) At all times during the currency of the agreement to use his best endeavours to provide and maintain the facilities and services available to the pitch at the date hereof or such further services as may from time to time be provided to keep the same in proper working order PROVIDED ALWAYS that the owner shall not be liable for any temporary failure or lack of such facilities and services if attributable to any breakdown or to any cause whatsoever outside the owner's control.

Marginal notes

9. THE marginal notes hereto are inserted for convenience of reference only and shall not in any manner affect the construction meaning or effect of anything herein contained or govern the rights and liabilities of the parties hereto.

3. There were site rules, but these had not been provided by either party.

Hearing

4. Mr & Mrs Payne, the Applicants, attended in person.

5. Mr James was represented by Mr Godfrey-Payne. Mr James, the site owner, did not attend. The Tribunal was informed that he has a

'business commitment' that has prevented him from attending. Mr Godfrey-Payne confirmed that the directions dated 07 September 2026, which listed today's hearing (with 3 hours allowed), were emailed on the same date and provided to Mr James shortly after receipt. Mr Godfrey-Payne accepted that notice had been given, but he could not explain why Mr James could not rearrange his 'business commitment'. The Tribunal is disappointed that the Site Owner did not attend the hearing in person and reminds him that the Tribunal expects him to attend hearings.

6. There was a 120-page bundle.

Preliminary Issue

7. On 21 October 2026, the Respondent filed and served a three-page witness statement from Mr Stephen Chatfield. The Respondent stated that it was necessary because the Applicants' reply included issues that i) were not raised in the Respondent's case nor ii) had been raised in the Applicants' original statement of case.

8. The Respondents objected to the statement being placed before the Tribunal on the basis that:

   a. It was provided very late; and

   b. Included new direct allegations against Mr Payne.

9. The Applicants accepted that their reply went beyond their original case and was not a direct reply to the Respondent's case.

10. The Tribunal considered the positions of both parties and admitted the statement because:

    a. The Applicants accepted that their reply did go beyond their original case and a direct reply to the Respondent's case

    b. The Respondent should be given the opportunity to respond

    c. It was short

    d. The Applicants had a chance to read and consider the statement.

11. The Tribunal would apply the appropriate weight to a written statement where there was no witness at the hearing for the opposing party to challenge.

Main hearing

12. The Applicant provided an update:
    a. The bulk LPG supply ended on 04 September 2026, and they have been without a gas supply since then.
    b. The Applicants did want all the questions (Q1-Q5), as set out in the directions, addressed.
13. The Respondent's representative agreed with the status of the bulk LPG supply.
14. The Respondent's representative did not have any questions for the Applicants; therefore, the matter proceeded by submissions, a course of action agreed by those present.

Applicant's case

15. The Applicants' position in summary:
    a. They do not and have never opposed the change from bulk LPG supply to bottle LPG supply.
    b. They want, and have only ever wanted, answers to the questions they asked of Mr James.
    c. The Respondent sent a letter in April 2025 proposing to replace the bulk LPG communal supply with individual bottles.
    d. 03 June 2026, Calor Gas informed that the existing communal LPG supply would be terminated following failure to reach an agreement with the Respondent.
    e. 09 June 2026, the Respondent wrote to residents, providing information and inviting questions.
    f. 15 June 2026, the Applicants provided a list of questions

g. 17 June 2026, the Applicants asked further questions after no response

h. 01 July 2026, the Applicants chased for answers

i. 07 July 2026, the Applicants chased for answers

j. 17 July 2026, the Respondent sent a letter advising of commencement of cylinder installation

k. 08 August 2026, application to FtT.

l. The gas supply was downgraded -was that permitted under express term 4(c)?

m. There was insufficient consultation with the Applicants

n. In particular, the Applicants' concerns were:

   i. How was the change brought about

   ii. What could Mr James charge for

   iii. Whether they were given enough information to make a proper decision.

<u>The Respondent's position in summary:</u>

16. The Respondent's representative relied on the Respondent's statement of case, signed by the Respondent's representative firm and not the site owner, Mr James.

17. The Respondent's responses to the questions were as follows:

	Letter 08 September 2026	**Respondents Statement of Case**
Q1	Our client is not replacing the installation. It has offered to resolve the situation where Calor decided to terminate the supply.	The Respondent's position is that it did not replace the tank supply with an individual cylinder supply. It did not, in fact, undertake any work without the consent of residents of the site.
Q2	There has been no requirement by our client for residents to terminate the supply.	The Respondent did not require the Applicants to terminate their existing LPG supply arrangements and to make that suggestion in the light of the evidence provided by the

		Applicants themselves amounts to unreasonable conduct.
Q3	The offer for undertaking work has been spelt out in the correspondence that was sent. It is open to residents to make alternative arrangements if they wish.	The answer to this question rests in the Express Terms of the Agreement : The Site Owners entitled to recover charges but, in this instance, offered to undertake the work for no charge.
Q4	The obligations are set out clearly in the written statement. The statement does not place an obligation on our client to include the provision of gas within the pitch fee	The fundamental position is that the Respondent did not 'implement a change'. What was done is that the Respondent notified the Applicants of the issue and provided a solution. The Applicants were free to make their own arrangements if they so wished.
Q5	Information was given to residents in relation to the changes, as evidenced by the correspondence you have provided.	The Respondent maintains that, in the circumstances, there was sufficient information provided to the Applicants to make a choice. It is disputed they were entitled to receive further information beyond that which was provided unless they indicated that they wished to proceed with a contract for the supply of gas from the Respondent. As there was no indication that they did so wish to proceed and did not specifically request it, no draft contract for the supply of gas via the Respondent was provided. The Implied Terms of the agreement at 22(e) The changes were not an 'improvement' but rather a maintenance of supply and therefore this provision does not apply The requirement to consult is found in Implied Term 22(f) Residents Association was aware of the proposals and in response to the conduct of the work sent an email to the Respondent

Closing submissions

18. The Respondent repeated its case and emphasised:

    a. The Tribunal should only answer the questions

    b. Whether the Respondent could have carried out the process in a better way was not an issue for determination

c. The express term, 4(c), permitted it to charge, but it had not. Any work additional to a non-standard connection would be by separate agreement.

d. The Tribunal fees paid by the Applicants should not be reimbursed because i) Mr James was not obliged to provide the level of information sought by the Applicants, and he had provided answers to the questions in any event via the 09 September 2026 letter. The application was unnecessary.

19. The Applicants summarised their case:

a. They were not against the change to cylinders

b. They wanted to know if Mr James fulfilled his obligations

c. Was there enough consultation

d. The fees should be reimbursed; answers had not been supplied. If they had, no application would have been made.

The Law

Mobile Homes Act 1983

20. The relevant law is found in the Mobile Homes Act 1983 (MHA 1983).

a. Section 1 MHA 1983 provides that where a person is entitled to station a mobile home on a protected site as their only or main residence, the agreement between the occupier and the site owner is governed by the Act. Under s1, the Site Owner must provide a written agreement and the rights and obligations set out in Chapter 2 of Part 1 of Schedule 1 automatically form part of the agreement.

b. The implied terms under the Mobile Homes Act 1983 are found in Chapter 2 of Part 1 of Schedule 1 to the MHA 1983, as amended by the Mobile Homes Act 2013. They constitute the minimum rights and obligations that all residents of park homes in England have.

21. The occupier's obligations are set out in paragraph 21 of Chapter 2 of Part 1 of Schedule 1 to the MHA 1983:

> *Occupier's obligations*
>
> ***21.*** *The occupier shall—*
>
> *(a) pay the pitch fee to the owner;*
>
> *(b) pay to the owner all sums due under the agreement in respect of gas, electricity, water, sewerage or other services supplied by the owner;*
>
> *(c) keep the mobile home in a sound state of repair;*
>
> *(d) maintain—*
>
> *(i) the outside of the mobile home, and*
> *(ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home, in a clean and tidy condition; and*
>
> *(e) if requested by the owner, provide him with documentary evidence of any costs or expenses in respect of which the occupier seeks reimbursement.*

22. The Owner's obligations are set out in paragraphs 22-25A; the relevant ones are below.

> *Owner's obligations*
>
> *22. The owner shall—*
>
> *(a) if requested by the occupier, and on payment by the occupier of a charge of not more than £30, provide accurate written details of—*
>
> *(i) the size of the pitch and the base on which the mobile home is stationed; and*
> *(ii) the location of the pitch and the base within the protected site; and such details must include measurements between*

identifiable fixed points on the protected site and the pitch and the base;

(b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—

(i) any new pitch fee;
(ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement; and
(iii) any other charges, costs or expenses payable by the occupier to the owner under the agreement;

(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;

(d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site;

(e) 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; and

(f) 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.

23. The owner shall not do or cause to be done anything which may adversely affect the ability of the occupier to perform his obligations under paragraph 21(c) and (d) above.

24. For the purposes of paragraph 22(e) above, to "consult" the occupier means—

(a) to give the occupier at least 28 clear days' notice in writing of the proposed improvements which—

(i) describes the proposed improvements and how they will benefit the occupier in the long and short term;
(ii) details how the pitch fee may be affected when it is next reviewed; and
(iii) states when and where the occupier can make representations about the proposed improvements; and

(b) to take into account any representations made by the occupier about the proposed improvements, in accordance with paragraph (a)(iii), before undertaking them.

25. For the purposes of paragraph 22(f) above, to "consult" a qualifying residents' association means—

(a) to give the association at least 28 clear days' notice in writing of the matters referred to in paragraph 22(f) which—

(i) describes the matters and how they may affect the occupiers either directly or indirectly in the long and short term; and
(ii) states when and where the association can make representations about the matters; and

(b) to take into account any representations made by the association, in accordance with paragraph (a)(ii), before proceeding with the matters.

Questions

Q1. *Whether the Respondent is entitled under the Mobile Homes Act 1983 and the Written Statement to replace the existing LPG tank supply with an individual cylinder supply.*

23. Express term 4(c) states

(c) At all times during the currency of the agreement to use his best endeavours to provide and maintain the facilities and services available to the pitch at the date hereof or such further services as may from time to time be provided to keep the same in proper working order PROVIDED ALWAYS that the owner shall not be liable for any temporary failure or lack of such facilities and services if attributable to any breakdown or to any cause whatsoever outside the owner's control.

24. The metered Bulk LPG supply was provided by Calor to the occupiers. Mr James was not a party to the contract; he did not provide the facilities nor the service.

25. The Respondent is correct that **he as the site owner** did not replace the existing LPG tank supply with an individual cylinder supply, he only offered to provide an individual cylinder supply on commercial terms in light of the bulk supply coming to an end.

26. The Tribunal is satisfied that the arrangement between Calor and Mr James came to an end because a leasehold agreement between Woodview Park and Calor could not be reached, as set out in the email from Calor dated 02 July 2026 at 14:00:

Typically, on a metered estate Calor obtains a leasehold interest in the compound where the tanks are installed. This allows Calor to access the tanks legally and to make sure the tanks are protected in compliance with health and safety legislation and LPG codes of practice. Calor normally pays a peppercorn rent for the leasehold interest as the tank compound is of no value to Calor but merely there to protect the tanks. This also means that if the metered estate wishes to switch LPG supplier the remaining leasehold interest can be transferred to the incoming supplier to maintain security of supply.

Unfortunately, on Wood View Park, Calor does not own a leasehold interest in the tank compound, which limits Calor's options on this site.

What did Calor offer to do at the LPG site?

The tanks are currently sitting on a raised area of land which is supported by wooden sleepers. The sleepers have started to deteriorate which means that the area on which the tanks rest is at risk of subsidence. Therefore, either the sleepers need replacing or another solution needs to be found for the raised area Calor assessed the site and found that three LPG tanks would be enough to supply all residents. We offered, at our cost, to reduce the number of tanks from six to three, to remove the mounded area on which the tanks sit currently and to replace the remaining three tanks with three underground tanks in the same area. This would have created more space on the site, avoided the need to replace the sleepers and removed the requirement for a raised tank compound.

Why was Calor's offer to replace the tanks at its cost not accepted by the landowner?

We understand why residents would like to know more about this. The discussions with the landowner have taken place between the landowner's legal advisers and Calor's legal advisors it's because of this, we are not able to share the details of those discussions but can confirm that we have been unable to reach agreement with the landlord concerning the granting of a lease on standard metered estate terms as noted above. We appreciate that this may be disappointing, but we also understand that the landlord has contacted residents about replacing the bulk metered supply with individual cylinder supply.

Can residents speak to Calor's sales team about moving to LPG cylinders?

Calor has not currently assessed the site to see whether it is suitable for cylinder supply from an engineering perspective, but this is certainly something we would be willing to consider.

However, we do not know whether-there are any restrictions in your park home agreement which would prevent us from supplying you with cylinders and I am sure you will appreciate that we cannot give legal advice relating to your park home agreement and/or any consumer protection legislation.

27. On 08 September 2026, the letter from LSL says

You do of course have the option of making your own arrangements for the installation of cylinders on your pitch, providing that you comply with the terms of your written statement. The park rules and the site licence. Our client has however tried to assist by offering to carry out the installation for you but it is your choice as to whether you wish to accept this offer.

28. The Tribunal notes that, in April 2025, Mr James was considering LPG bottle supply. There was over a year when an agreement could have been reached between him (acting for Woodview Park). The Tribunal notes that in the initial letters Mr James sent to residents, he did not articulate that residents did not have to use him for gas connection or gas cylinder supply and that they could, if they wanted, go to Calor and/or another supplier directly.

29. One interpretation of the chronology is that Mr James drove the replacement arrangements so that he could supply cylinders and he could profit from both non-standard installation and the supply of cylinders. Another is that Calor would not agree to reasonable terms with Mr James. We will never know.

30. The Tribunal is disappointed that Mr James failed to explain why terms with Calor could not be agreed, especially when Calor offered to pay the cost of the remedial work.

Answer

31. The Tribunal is satisfied that there is nothing contained in the Written Statement, express terms or the statutory implied terms that

prevents the Respondent from ending the arrangement with Calor or obliging him to maintain it.

32. The Tribunal also notes that the Applicants are not saying that the move to cylinders is not permissible.

Other

33. The Tribunal in this application cannot address issues relating to Pitch Fees and Ground Rent resulting from a loss of amenity. The Applicants can raise these matters via a Pitch Fee Review application to the Tribunal. Information can be found at https://parkhomes.lease-advice.org/.

Q2. *Whether the Respondent is entitled to require the Applicants to terminate their existing LPG supply arrangements.*

Answer

34. The Respondent did not require the Applicant to terminate their existing LPG supply arrangement; the arrangement was ended as a direct consequence of Mr James' decision to end the arrangement with Calor. Once Calor had to remove its bulk tanks, the Applicants' existing LPG supply arrangement could not continue.

35. The Applicants can agree a new LPG Cylinder supply arrangement with whoever they choose, subject to that agreement complying with the Written Statement, the park rules and the site licence.

Q3. *Whether the Respondent is entitled to recover the proposed installation and supply charges.*

36. The Express Terms 3(b) permits the recovery of usage charges. It does not permit the recovery of installation/connection costs under this term.

> *3(b) To pay and discharge all general and/or water rates which may from time to time be assessed, charged or payable in respect of the Mobile Home or the pitch (and/or a proportionate part thereof where the same are assessed in respect of the*

residential part of the park) and charges in respect of electricity, gas, water, telephone and other services.

37. In any event, the Respondent's case is that non-standard connection charges would be via separate agreement and not be recovered under the express term.

38. The Applicants do not have to contract with Mr James for a gas cylinder connection. They are free to engage any suitably qualified professional to install a gas cylinder connection.

39. The Applicants do not have to contract with Mr James to supply gas cylinders. They are free to engage any gas cylinder supplier, including Calor themselves, subject to that agreement complying with the Written Statement, the park rules and the site licence.

Answer

40. Mr James could recover installation and supply charges from the Applicants only if a contract existed between the Respondent and the Applicants for the installation and/or supply.

Q4. *Whether the Respondent has completed his obligations arising under the Written Statement and the Mobile Homes Act 1983 when implementing these changes.*

41. In the Written Statement, there is no obligation to consult.

42. Under the implied terms:

    a. The Site Owner is obliged to consult the occupier under 22(e) regarding improvements. All agree the change from bulk to cylinders was not an improvement. Therefore, no obligation to consult arises under 22(e).

    b. The Site Owner is obliged to 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.

43. The Tribunal can see in the bundle that Mr Kirby, Chair of the qualifying residents' association, was consulted. The Applicants do not argue that the consultation with the QRA was non-compliant, and Mr Kirby has not provided evidence.

44. The Tribunal is satisfied that the QRA was aware of and engaged regarding the proposals. The Tribunal cannot go as far as to say that the QRA consultation was statutorily compliant; it is simply not able to determine that due to the lack of evidence. This would be an issue that the QRA would have to address via its own application if it was alleged there was not the necessary statutory compliance.

Answer

45. Mr James, as the Site Owner, has completed his obligations towards the Applicants arising under the Written Statement and the Mobile Homes Act 1983 when implementing these changes.

46. That said, Mr James' case is that he was to enter into a separate agreement to either carry out non-standard installation and/or supply cylinders; it is surprising to the Tribunal that he did not supply the answers to the questions and/or the information requested by the Applicants in order to try and secure that contract.

Q5. *Whether the Applicants are entitled to receive sufficient written information concerning the proposed arrangements to enable them to understand the legal, financial and practical consequences before deciding whether to accept them.*

Answer

47. The Applicants are free to request any information they want from any potential supplier.

48. As the Site Owner, Mr James was not obligated to provide the requested information where it was supplier information. He is only obliged to provide information where it is site owner relevant information, i.e. information that falls within 22(b).

49. As the potential supplier, it is surprising that Mr James did not provide that information.

50. The Tribunal considers that a reasonable and responsible supplier of gas connections/cylinders would want to answer questions from a potential customer.

Reimbursement of fees

The Rules

51. 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.

52. The Tribunal has broad discretion under this rule.

Application

53. It is fair for the Applicants to be reimbursed the Tribunal fee they have paid because:

    a. At the time that the application was issued, the Respondent had not answered the questions

    b. The Respondent's answers were brief at best. He put himself forward as a potential supplier in a way that made him appear to be providing the service as the Site Owner. He did not make it clear at the outset that the Applicants could engage alternative suppliers. The Respondent could have provided clarity and information much earlier.

54. The Respondent must reimburse the Applicants their tribunal fees within 28 days of this decision being sent to the parties and/or their legal representatives.

Name: Tribunal Judge Bowden **Date:** 23 October 2026

RIGHTS OF APPEAL

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case 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.