



**First-tier Tribunal
Property Chamber
(Residential Property)**

Case reference : CAM/12UE/PHI/2015/0004

Site : Grove Park,
Oldhurst,
Huntingdon,
Cams. PE28 3AG

Park Home address : 1 Grove Park

Applicant : Pine Grove Investments Ltd.

Respondent : Mrs. J. Han de Beaux

Date of Application : 20th March 2015

Type of application : to determine pitch fee for the
address

The Tribunal : Bruce Edgington (lawyer chair)
David Brown FRICS

DECISION

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1. The Tribunal determines that the monthly pitch fee for the pitch known as 1 Grove Park as from 5th January 2015 is £138.85.

Reasons

Introduction

2. The Respondent is the occupier of the park home known as 1 Grove Park placed on the pitch forming part of the Applicant's park home site at Oldhurst, Huntingdon and she has not agreed to an increase in pitch fees for 2015 in line with the Retail Prices Index ("RPI"). The site owner must therefore apply to this Tribunal if it is to obtain an increase in pitch fee.
3. On the 1st December 2014, a letter was written to the Respondent, explaining that following a pitch fee review, as from the 1st January 2015 the pitch fee would be increased in line with RPI i.e. 2.3% in accordance with the Office for National Statistics figures produced at page 38 in the bundle supplied to the Tribunal for this determination.
4. The Tribunal issued a directions Order on the 23rd March 2015 ordering the Respondent to file and serve any statement of case by the 10th April 2015. None has been received which argues that the pitch

fee should not be increased in line with the RPI. The Order also said that the Tribunal was content to deal with this matter by considering the papers only, to include any representations from the parties, and would do so on or after 12th May 2015 unless any party requested an oral hearing which would then be arranged. No such request was received.

The Occupation Agreement

5. A copy of such agreement has been produced which seems to comply in all material respects with those terms imposed by the **Mobile Homes Act 1983** ("the 1983 Act") as it was. The only material amendments since have been to give this Tribunal, rather than the court, jurisdiction to deal with the approval of pitch fees if agreement cannot be reached.
6. The express and Statutory terms are intended to provide protection to park home owners because the site owner is perceived to have the 'upper hand' in an unequal negotiating position. As far as pitch fees are concerned, the provisions are quite straightforward. The initial pitch fee is negotiated between the parties and the site owner can only increase the pitch fee annually with the agreement of the occupier or with the permission of this Tribunal.
7. There can be an annual review of the pitch fee. If there is, notice then has to be given to the occupier of the result of that review within certain time constraints set out in the agreement prior to the 'review date'. Now, certain statutory information has to be served on the occupier in addition to the notification of the result of the pitch fee review. The Tribunal agrees that the statutory information has been given and the relevant time limits have been complied with in this case.
8. The one problem is that the annual review date stated in the agreement is "the first Monday of January in each year" and not the 1st January as stated by the Applicant. The first Monday in January 2015 was the 5th January.
9. As to the pitch fee set out in the agreement, this is a contractual matter. This Tribunal has no power to interfere with what was agreed. Unlike the jurisdiction of this Tribunal to assess fair and open market rents, there is no suggestion in either the agreement or the 1983 Act that the Tribunal starts a *de novo* consideration of the open market position with regard to pitch fees either on the same site or other sites.
10. As to the amount of any increase or decrease in the pitch fee, the starting point is that regard shall be had to the RPI. Schedule 1, paragraph 18 of the 1983 Act, which overrides the express provisions, goes further than this by saying that there is a presumption that the pitch fee will change with the RPI.
11. Upon application, the Tribunal has to determine 2 things. Firstly that a change in the pitch fee is reasonable and, if so, it has to determine the new pitch fee. There is no requirement to find that the level of the pitch fee is reasonable.

12. There are other matters which may be taken into account, depending on the circumstances, i.e. monies spent on the site by the site owner, whether there has been a reduction in the 'amenity' of the site since the last increase and any other statutory requirement. None is relevant to this application.

Site Inspection

13. As no-one had raised any issues which required an inspection of the site or the pitch, none was arranged in this case.

Conclusions

14. As to whether a change in the pitch fee is reasonable, the Tribunal is conscious of the wording of the 1983 Act as mentioned above i.e. that the starting point is a change in line with the RPI. Where, as in this case, there has been a change in RPI, one is almost bound to conclude that a change is reasonable. The Tribunal does so find in this case.
15. There does not seem to be any dispute that the formalities imposed by the 1983 Act as to the undertaking of a pitch fee review, the service of notice of increase plus statutory information and the time limits for the application to this Tribunal have been complied with. Thus the Tribunal accepts that they have all been complied with even though the review date is wrongly stated in the notice. The Tribunal is satisfied that the 28 days notice has been given.
16. The Tribunal concludes that the pitch fees shall be increased in accordance with RPI as from 5th January 2015 as set out in the decision above.

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Bruce Edgington
Regional Judge
22nd May 2015