



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

Case Reference : MAN/00CZ/PHB/2017/0001/0002/0003

Property : 3, 6 & 7, and 10a Pontey Farm Caravan Site,
Honley,
Holmfirth,
HD9 6RR

Applicant : G E Lindley & Son

Representative : Tozers Solicitors

Respondents : 3, - Mr and Mrs Noon
6 & 7, - Mr and Mrs Beaumont
10a, - Mr Reaney

Representative : N/A

Type of Application : Application under the Mobile Homes Act
1983 – section 2(3)(b)

Tribunal Members : Deputy Regional Valuer N. Walsh
Regional Judge S. Duffy

**Date and venue of
Hearing** : Determined without a hearing

Date of Decision : 24 November 2017

DECISION

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ORDER

The express terms 1 – 5 in Part 3 of the Written Statements shall have full effect.

REASONS

Background

1. On 22 June 2017, an application was made to the First-tier Tribunal (Property Chamber) (“the Tribunal”) under section 2(3)(b) of the Mobile Homes Act 1983 for an Order that the Express Terms 1-5 in Part 3 of the Written Statements are enforceable.
2. The application was made on behalf of Robert Lindley trading as G.E. Lindley and Son, the park home site owner of the Pontey Farm Caravan Site, Honley, Holmfirth, HD9 6RR. The Respondents are the occupiers of park homes numbered 3, 6 & 7, and 10a.
4. The only issue for the Tribunal to determine is whether or not to grant the Order requested.
5. On 14 August 2017, the Tribunal issued directions and informed the parties that, unless the Tribunal was notified that any party required an oral hearing to be arranged, the application would be determined upon consideration of written submissions and documentary evidence only. No such notification was received and the Tribunal therefore convened on the date of this decision to consider the application in the absence of the parties. In response to directions, the Applicant submitted a Statement of Case which included signed letters from each of the Respondents supporting and consenting to the Applicant’s applications.
6. The Tribunal did not inspect the Property.

Grounds for the application

7. The Applicant did not give the Respondents a Written Statement before entering into agreements with them, as required by the Mobile Homes Act 1983. The Applicant is now seeking to remedy this position to ensure that his standard express terms are enforceable throughout the site.
8. The Applicant asserts that having enforceable express terms is to the benefit of all parties. He contends that the Written Statements are in the standard form set out in the The Mobile Homes (Written Statement) (England) Regulations 2011, which accords with the Mobile Homes Act 2013 and supplementary regulations. The Applicant advises that the express terms in Part 3 of the Written Statements are in the standard form as drafted by BH&HPA.

9. The Applicant contends that it desirable for all occupiers of park homes governed by the Act to have the same express terms in their agreements. This ensures that acceptable standards are maintained throughout the site and supports community cohesion on the site. Additionally, the Applicant makes the point that some of the obligations contained within the express terms fall on both the site owner and the occupiers, and so directly benefits all parties.

Law

10. Section 1(1) of the Mobile Homes Act 1983 (as amended) provides:
“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.
11. Section 2 (3) (b) provides:

The court [appropriate judicial body] may, on the application of either Party made within the relevant period, make an order –

(a)
(b) In the case of any express term to which section 1(6) above applies [other than a site rule (see section 2C)], provide for the term to have full effect or to have such effect subject to any variation specified in the order.
12. Section 4(1) provides:

In relation to a protected site in England, the Property Tribunal has jurisdiction –
(a) to determine any question arising under this Act or agreement to which it applies; and
(b) to entertain any proceedings brought under this Act or any such agreement.....
13. The Tribunal is satisfied that it has jurisdiction to determine the present application.

Conclusions

14. The Tribunal, having reviewed the express terms, can see how these terms could be of benefit to both the occupiers and the site owner. It would appear desirable to all parties to have enforceable rules which aid the good management of the site, support acceptable standards of maintenance, upkeep and behaviour, and to promote community cohesion. The Tribunal notes and places significant weight on the fact that all the Respondents consent to and support the Applicant’s application.

15. The Tribunal finds that the express terms are reasonable and makes an Order that the express terms 1-5 in Part 3 of the Written Statements are enforceable.