



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

**Case Reference** : **MAN/30UD/PHI/2017/0019**

**Property** : **19 Gawthorpe Edge Park  
Padiham Road  
Burnley  
BB12 6PA**

**Applicant** : **Residential Parks Limited**

**Representative** : **N/A**

**Respondent** : **Mrs Howard**

**Representative** : **N/A**

**Type of Application** : **Application under Schedule 1 of the Mobile Homes Act 1983**

**Tribunal Members** : **Deputy Regional Valuer N. Walsh  
Deputy Regional Judge J. Holbrook**

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

**Date of Decision** : **6 March 2018**

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**DECISION**

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## DECISION

**The pitch fee payable by the Respondent for the year commencing 1 August 2017 is £112.90 per calendar month.**

## REASONS

### Background

1. The Respondent's pitch agreement provides that the pitch fee review date is 1 August. On 20 June 2017, the site owner served a Proposed Increase in Pitch Fee Form requiring the Respondent to pay an increased pitch fee, by reference to an RPI increase since the previous year. The Respondent failed to pay the proposed increase, and on 20 October 2017, an application was made to the First-tier Tribunal (Property Chamber) ("the Tribunal") under Paragraph 16 of Chapter 2 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 (as amended) for the determination of a new level of pitch fee.
2. The application was made by Residential Parks Limited, the owner of the site known as Gawthorpe Edge Park. The original Respondents named in the application were Mr & Mrs Howard, who were the occupiers of pitch 19. It appears that Mr Howard has subsequently passed away and so the Tribunal is now treating Mrs Howard as the sole Respondent.
4. The only issue for the Tribunal to determine the new level of the pitch fee for the Respondent.
5. On 7 November 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 but the Respondent failed to comply with the directions of the Tribunal.
6. We were informed by the Applicant that since making its application, Mr Howard had sadly passed away and Mrs Howard has recently moved into a care home. This may explain why the Tribunal has not received any submissions or Statement of Case from the Respondent. Despite these sad events, the Tribunal is satisfied that the steps taken by the Applicant to notify and serve upon the Respondent were sufficient and it nevertheless remains entitled to a determination. Therefore, the Tribunal has had no alternative but to determine this matter solely on the basis of the Applicant's submissions.
6. The Tribunal did not inspect the Property.

## Law

7. Chapter 2 of Schedule 1 to the Mobile Homes Act 1983 (as amended) (“the Implied Terms”) sets out the terms implied into every contract between the owner and occupier of a pitch on a protected site.

8. Paragraph 16 of the Implied Terms provides that

“the pitch fee can only be changed in accordance with paragraph 17, either –

with the agreement of the occupier, or  
if [the Tribunal] ..... considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.”

9. Paragraph 17 of the Implied Terms provides for annual reviews on the review date and continues, so far as relevant, as follows:

“(8) If the occupier has not agreed to the proposed pitch fee  
(a) the owner may apply to the [Tribunal] for an order under paragraph 16(b) determining the amount of the new pitch fee;  
(b) the occupier shall continue to pay the current pitch fee to the owner until such time as ..... an order determining the amount of the new pitch fee is made by the [Tribunal] .....

(10) The occupier shall not be treated as being in arrears .....  
(b) where sub-paragraph (8)(b) applies, until the 28th day after the date ..... of the [Tribunal’s] order determining the amount of the new pitch fee.”

10. Paragraph 18 provides

“(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;

(ii) which were the subject of consultation .....; and

(iii) to which a majority of the occupiers have not disagreed in writing .....

(b) any decrease in the amenity of the protected site since the last review date; and

(c) the effect of any enactment .....

11. Paragraph 20 of the Implied Terms provides

“(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 retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18 (1) above.”

**Evidence**

12. The Applicant asserts that there have been no material or adverse changes at the site. It confirmed in its application that no improvements have been made since the last review date nor are there any factors, to the best of its knowledge, that have decreased the amenity of the site during the relevant period. This is supported by a letter, dated 8 November 2017, from Carl Carter, who is retained by the site owner to manage and maintain the park.

13. The Respondent has been unable to engage with these proceedings and so has not refuted or disagreed with any part of the Applicant’s submissions or Statement of Case.

**Conclusions**

14. In reviewing the Applicant’s Statement of Case and application, and in the absence of any submissions to the contrary from the Respondent, the Tribunal considers the proposed increase in the pitch fee sought by the Applicant to be reasonable. The Tribunal can find no grounds to disturb the statutory presumption, outlined in section 18(1), that the pitch fee should rise in line with the retail price index unless there are pertinent factors which would render this to be unreasonable. The Tribunal therefore determines the new pitch fee level for the Respondent to be as requested by the Applicant.

**Deputy Regional Valuer N. Walsh  
6 March 2018**