



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

<b>Case Reference</b>	:	CHI/00LC/PHI/2021/0003
<b>Property</b>	:	207 Maple Road, Hoo Marina Park, Rochester, Kent. ME3 9TF
<b>Applicant</b>	:	The Berkeley Leisure Group Ltd
<b>Respondent</b>	:	Audrey Ellis
<b>Type of Application</b>	:	Determination of Pitch Fee; Mobile Homes Act 1983 (as Amended)
<b>Tribunal Members</b>	:	Judge C A Rai Chairman Mr M C Woodrow (Chartered Surveyor)
<b>Date and Venue of Hearing</b>		21 June 2021 Paper Determination without an oral hearing
<b>Date of Decision</b>	:	29 June 2021

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**DECISION**

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1. The Tribunal determines that the pitch fee payable for the Property from 1 January 2021 is £207.24. That sum was proposed by the Applicant in the Pitch Fee Review Form dated 19 November 2020 which was sent to the Respondent.
2. The reason for its decision is set out below.

## **Background**

3. The Respondent occupies a mobile home at 207 Maple Road, Hoo Marina Park, Rochester, Kent ME3 9TF (the Property).
4. The Applicant is the site owner of Hoo Marina Park Rochester Kent (the park).
5. The terms of the agreement regulating the Respondent's occupation of her pitch are in her written statement dated 18 July 2013 [Page 24]. The pitch fee review date is 1 January [Page 31].
6. The Applicant sent a Pitch Fee Review Notice [Page 17] dated 19 November 2020 to the Respondent proposing an increase of £2.66 per month. The increase was calculated by applying the percentage increase in the Retail Prices Index (RPI) over 12 months by reference to the RPI published for October 2020.
7. There is no dispute between the parties regarding the calculation of the proposed increase. The notice was serviced more than 28 days prior to the pitch fee review date.
8. The Applicant had complied with paragraph 17 of Chapter 2 of Schedule 1 to the Act.
9. In a letter dated 30 November 2020 sent to the Applicant [Page 64] the Respondent appealed against the increase in her pitch fee requesting that the amount remain the same or the pitch fee be reduced.
10. The parties exchanged various letters and on 12 March 2021 the Applicant applied to the Tribunal to determine the new level of the Pitch Fee.
11. Judge E Morrison issued directions dated 16 April 2021 indicating that the Tribunal would make a paper determination unless either party objected.
12. No objections were received by the Tribunal and the parties complied with the Tribunal's Directions.
13. This Application has been determined without an oral hearing on the papers. The Applicants supplied the Tribunal with a determination bundle comprising 82 Pages. These are the only documents referred to the Tribunal and the only documents supplied considered by it when making this decision. All references to page numbers within square brackets within this decision are to the numbered pages in the determination bundle.

## **The Law**

14. The legislation regulating the increase of pitch fees is contained in paragraphs 16 – 20 of Chapter 2 of Schedule 1 of the Act.

15. Paragraph 20 provides that unless it would be unreasonable, having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase in the RPI calculated by reference to the latest index and the index published for the month which was 12 months before that to which the latest index relates. There is an adjustment to the dates if the owner does not serve a notice of the review at least 28 days prior to the pitch fee review date. That was not the case in relation to the Property.
16. Paragraph 16 provides that the pitch fee can only be changed in accordance with paragraph 17, either with the agreement of the occupier or if the appropriate judicial body (in this case the First-tier 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 new pitch fee.
17. The Respondent has not suggested that the pitch fee notice was defective. The Tribunal is satisfied that the pitch fee review notice was in the correct form and contained the correct calculations of the proposed increase in the pitch fee of £2.66 per month.

#### **Evidence and submissions of both parties**

18. Prior to the Applicant sending her a pitch fee review notice on 19 November 2020, the Respondent had sent a letter dated 13 September 2020 to the Applicant complaining about activities on the property adjacent to her home [page 62]. She said that situations had escalated over the past month and were affecting her wellbeing.
19. Following receipt of the pitch fee notice, the Respondent sent a second letter to the Applicant, dated 30 November 2020, appealing against the increase in her pitch fee and reminding the Respondent that she had not received any reply to her first letter [page 64]. She also said that her neighbours were paying a lesser pitch fee for a pitch which was double the size of her pitch.
20. The Respondent replied in a letter dated 3 December 2020 [Page 65]. It promised her a reply to her earlier letter and stated that the amount of the pitch fee was not necessarily linked to the size of the pitch but related to the duration of the agreement and the level of the original pitch fee agreed. The Respondent wrote “I trust you will accept the business’ proposed fee for 2021 as set out in my letter dated 19<sup>th</sup> November 2020) [Page 65].
21. The Applicant responded by letter dated 10 December 2020 [page 66]. She said that she had discovered the amount of her neighbours pitch fee because they “take great delight informing me of how much less their pitch fee is compared to my own. Therefore, I do request consideration be given to a reduction in my personal pitch fee due to the size of the area allocated to 207 and the inconvenience of the closely parked vehicles at 193 Hazel Avenue to my living area”. She went on to say:- “I have suffered significant stress and illness due to the inconsideration of my neighbour and her family which does not comply with my entitlement to

quiet enjoyment of the mobile home together with the pitch. No other mobile home on the park as (sic) a neighbour's vehicle so close to their living area" .

22. The Respondent caused some confusion because she restated that she wished to appeal against the increase but agreed to pay the increase until the Applicant had investigated her request and she also supplied a new direct debit form to the Park Office.
23. By letter dated 15 December 2020 [page 67] the Applicant acknowledged the Respondent's letter. It stated it would investigate the breach of park rules but that it could not discuss the amount of another occupier's pitch fees. It confirmed her "agreement" to pay the new pitch fee and stated that it would collect this on 4 January 2021.
24. In a letter dated 22 December 2020 the Respondent reiterated that the Applicant had misunderstood her last letter and she still wished to appeal against the increase in her pitch fee. Further letters were exchanged in which the Respondent apologised if she had caused confusion. She said she had not understood the procedure or that if she appealed the Applicant would continue to collect the old pitch fee until the amount of the increase was finally confirmed.
25. The Respondent sent another letter to the Applicant on 11 January 2021 [page 71] making further representations about the interference with her "quiet enjoyment" on account of the actions of her neighbours and in particular the disruption caused by their cars in relation to use, parking and repairs. She also stated that she had received no substantive response to her original complaint.
26. Some further communication between the parties must have occurred as the Respondent's letter to the Applicant dated 7 February 2021 [page 72] referred to "your request for more details". In that letter the Respondent referred to further inconsiderate parking and vehicle noise and her drive being blocked, all within a three week period between late January and early February 2021.
27. In her statement [page 74] the Respondent stated that she understood that the issue of her "quiet enjoyment" of her home and pitch remains outstanding with the Applicant and will be dealt with separately. She said she had previously confirmed her willingness to pay the revised pitch fee and expressed the hope that the matter can be rectified without any further stress.
28. In the Applicant's statement of case [Page 22] it confirmed that it had made the application because it was not satisfied that the Respondent agreed to the proposed increase. It confirmed that the amount of the increase was in accordance with the presumption of an adjustment which reflected a 12 month increase in the RPI. It acknowledged that the Respondent now agrees the proposed increase and stated, "the applicant is intent on working with the respondent to address her "quiet enjoyment" of her pitch insomuch as the limitations of the Park rules and regulations allow".

### **Reasons for the Decision**

29. The proposed increase in the pitch fee has been agreed by the Respondent. The Tribunal is satisfied that the Applicant complied with the procedure in the Act and that the increase proposed has been correctly calculated and is in line with the presumption in paragraph 20 of Chapter 2 of Schedule 1 to the Act.
30. The Tribunal therefore determines that the pitch fee for the Property will increase by £2.66 per month from 1 January 2021 to £207.24 per month.

### **Judge C A Rai (Chairman)**

#### **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.