



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

**Case reference** : **CAM/38UD/PHI/2017/0004**

**Site** : **Horspath Park,  
Gidley Way,  
Horspath,  
Oxford OX33 1TJ**

**Park Home address** : **18 Hill Rise**

**Applicant** : **The Berkeley Leisure Group Ltd.**

**Respondent** : **Jeremy North**

**Date of Application** : **24<sup>th</sup> March 2017**

**Type of application** : **to determine the pitch fee for the  
address**

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

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**DECISION**

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1. The Tribunal determines that the annual pitch fee for the pitch known as 18 Hill Rise, Horspath Park as from 1<sup>st</sup> January 2017 is £145.08 per month.
2. The Respondent shall reimburse the Applicant the £20 fee paid for this application within 28 days from the date of this decision.

**Reasons**

**Introduction**

3. On the 21<sup>st</sup> November 2016, a letter was written to the Respondent explaining that following a pitch fee review, as from the 1<sup>st</sup> January 2017, the pitch fee would be increased in line with RPI i.e. 2.00%. The Applicant has produced a copy of the relevant page from the Office for National Statistics website showing the 2% increase at the relevant date.
4. The Tribunal issued a directions Order on the 10<sup>th</sup> April 2017 saying that despite the Applicant saying that it wanted an oral hearing in the application form, 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 2<sup>nd</sup> June 2017 unless any party

requested an oral hearing which would then be arranged. No request for a hearing was received.

5. The Applicant's solicitors should please note that the bundle does not need to include 3 copies of the occupation agreement and the correspondence.

### **The Occupation Agreement**

6. As has been said, 3 copies of such agreement have been produced and it seems to comply in all material respects with those terms imposed by the **Mobile Homes Act 1983** ("the 1983 Act").
7. 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 by a determination of this Tribunal.
8. If a review of the pitch fee is undertaken by the site owner prior to the review date, then notice has to be given to the occupier of the result of that review within certain time constraints set out in the agreement. 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.
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 any 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.

### **Site Inspection**

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

### **Conclusions**

13. 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 start the assessment process by agreeing that a change is reasonable. As the increase following the review is in accordance with RPI, the Tribunal determines that this increase is reasonable.

14. Under rule 13(2) of the **Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013** a Tribunal is able, of its own initiative, to make an order requiring a party to reimburse the whole or part of a fee paid. In this case, the Respondent was invited on at least 2 occasions to agree the new pitch fee to avoid this application having to be made. He has chosen not to agree and not to give any reason why the pitch fee should not be increased in line with RPI.
15. The Tribunal takes the view that in these circumstances, the Applicant should not have to bear cost of the £20 fee paid for this application and orders reimbursement by the Respondent.

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**Bruce Edgington**  
**Regional Judge**  
**2<sup>nd</sup> June 2017**

#### **ANNEX - RIGHTS OF APPEAL**

- i. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- ii. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- iii. If the application is not made within the 28 day time limit, such 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.
- iv. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.