



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

Case reference : **CAM/22UN/PHC/2019/0012**

Site : **Sacketts Grove Residential Park
Jaywick Lane
Clacton-on-Sea
Essex CO16 7JB.**

Park Home address : **30 and 82 The Spinney, Sacketts
Grove Park**

Applicant : **Mrs J Hindle (30 The Spinney)/
SGPRA
Mr Braybrook & Mrs Schick-
Braybrook (82 The Spinney)**

Respondent : **Tingdene Parks Ltd**

Date of Application : **7th August 2019**

Type of application : **Determination of a question arising
under the Mobile Homes Act 1983
or agreement to which the Act applies**

The Tribunal : **Tribunal Judge S Evans
Mr S Moll FRICS
Mr J Francis QPM**

Date/ place of hearing : **29 November 2019,
Lifehouse Spa and Hotel, Frinton Rd,
Thorpe-le-Soken, Essex CO16 0JD**

Date of decision : **2 December 2019**

DECISION

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- 1. Pursuant to rule 22(3) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules, the Tribunal consents to the withdrawal of the Application on the basis that the parties have reached an agreement, the terms of which are set out hereinafter.**
- 2. The Respondent shall within 21 days pay to SGPRA the sum of £300 as reimbursement of Tribunal Fees.**

REASONS

Introduction

1. The 1st Applicant is the chairperson of the Sacketts Grove Park Residents Association (“SGPRA”) and the occupier of 30 The Spinney, Sacketts Grove Residential Park (“the Park”).
2. The 2nd Applicant, Mr Braybrook and Mrs Schick-Braybrook, are the occupiers of 82 The Spinney, Sacketts Grove Residential Park.
3. The Respondent is the site owner of Sacketts Grove Residential Park and the adjacent Saddlebrook Chase Holiday Caravan Park.
4. A dispute had arisen concerning an accessway between the 2 parks.

The Application

5. By their Application the Applicants alleged:
 - (1) The Respondent acted unreasonably by closing a certain fire escape route and entrance to the Park without consultation, such that this accessway should be reinstated;
 - (2) The 2nd Applicant had a right to park in the vicinity of the Saddlebrook Chase Holiday Caravan Park, which right was granted pre-2013 and which continued until the closure of the accessway, which access required reinstatement for that reason also;
 - (3) An undertaking should be given by the Respondent to the Applicants to abide in the future by the terms of the written statement and Schedule 1, paragraphs 22(e)(f) and 25 of the Mobile Homes Act 1983 (“the Act”), i.e. to require consultation on the matters laid out in the Act.
6. The 2nd Applicant was joined to the Application pursuant to the Tribunal’s directions dated 2nd September 2019 at paragraph 4, after they gave written confirmation that they wished to be joined.
7. On 23rd September 2019 the Respondent prepared its statement of case, and the parties’ witness statements followed thereafter.

Background

8. Given the agreement reached, this can be brief.
9. The Respondent became the owner of the Park and the adjacent Saddlebrook Chase Holiday Caravan Park on 31st January 2014.
10. On or about 24th June 2019 the Respondent closed an access opening in a fence which links the Park to Saddlebrook Chase Holiday Caravan Park.

11. It is common ground there was no “formal” consultation with the SGPRA before this closure, and it is in dispute whether any was ever required.
12. The accessway was used by the 2nd Applicant to get to his car, which he habitually parks in the Saddlebrook Chase Park area, pursuant to an alleged right or benefit which he says he was granted by the previous site owner, but which right is denied by the Respondent.
13. On or about 17th October 2019 the Respondent re-opened the access opening in the fence.

Site Inspection

14. The Tribunal inspected the Park before the hearing in the presence of the 1st Applicant, Mr Braybrook, Mr Pearson for the Respondent, and Mr Ryan, the Respondent’s solicitor, with particular observation of the main car park for the Park, the route to 82 The Spinney, the accessway which had been formerly closed, and the area where the 2nd Applicant habitually parks their car.

The hearing

15. Mr Ryan gave the Tribunal a helpful skeleton argument and chronology which was considered at the outset.
16. It was established at the beginning of the hearing that the Respondent had no plans to close the access which had now been re-opened, such that allegation (1) set out in paragraph 5 above was no longer an issue.
17. It was also established that the Applicants did not wish to pursue allegation (3) in paragraph 5 above, in particular since Mr Wood, a witness and former chairperson of SGPRA, was not available to attend the hearing for pressing health reasons, to assist on that aspect on the case.
18. As to allegation (2), after certain preliminary observations and enquiries by the Tribunal, the parties were invited to retire and attempt to settle their differences.
19. The parties are to be commended for returning having reached a signed settlement agreement, the terms of which are set out below.
20. We are indebted to Mr Ryan for reducing the Agreement to writing, so a copy could be taken and incorporated within this decision:

“Settlement Agreement

This Agreement is made on 29.11.2019

Upon other matters in the Application having been resolved before today

And Upon the parties having today reached agreement in respect of Mr Braybrook's & Mrs Schick-Braybrook's ("Mr & Mrs Braybrook") use of the car park for Saddlebrook Chase Holiday Park ("the Car Park")

It is hereby agreed as follows:

1. The Respondent grants permission to Mr & Mrs Braybrook to park one of their cars in the Car Park for the period of their ownership of 82 The Spinney, Sacketts Grove Residential Park.
2. Mr & Mrs Braybrook acknowledge they do not have exclusive use of an allocated parking space and that from time to time a parking space may not be available. They agree that in such circumstances the Respondent will not be in breach of this Agreement.
3. The Respondent shall within 21 days of (*sic*) pay to SGPR the sum of £300 as reimbursement of Tribunal Fees.

Dated this 29.11.2019."

21. The decision of the Tribunal is therefore to consent to the Applicants' withdrawal of the Application, and to make the costs order sought.

Name: Tribunal Judge Evans

Date: 2 December 2019.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).