



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

Case Reference : **MAN/32UG/PHI/2021/0004**

Property : **33b The Crescent, Allington Gardens Park,
Allington NG32 2DR**

Applicant : **The Berkeley Leisure Group Limited**

Respondent : **Peter Barrett**

Type of Application : **Determination of new pitch fee**

Tribunal : **A M Davies, LLB
P Mountain**

Date of Decision : **25 October 2021**

Date of Determination : **28 October 2021**

DECISION

1. The pitch fee payable by the Respondent for the year ending 31 December 2021 is £110.28 per month.

REASONS

BACKGROUND

1. The Respondent owns a home on the Applicant's site at Allington Gardens Park.
2. On 19 November 2020 the Applicant served on the Respondent a Pitch Fee Review Notice seeking an increase in pitch fee from £109.75 per month to £110.28 per month with effect from 1 January 2021.
3. The Respondent has not disputed the calculation of the increased pitch fee, which reflects an increase in the Retail Prices Index ("RPI") over the 12 months prior to the Review Notice. However he objected to paying the increase, and on 12 March 2021 the Applicant applied to the Tribunal for a determination of the pitch fee, under paragraph 16 of Chapter 2, Part 1, Schedule 1 to the Mobile Homes Act 1983.

RESPONDENT'S OBJECTION

4. The Respondent objected to paying the increased pitch fee because work is required to his driveway to mitigate problems caused by surface water in wet weather. He did not feel it was fair that he should both stand the cost of such work and pay a higher pitch fee, or that he should increase the value of his home (by carrying out this work) when the Applicant would receive a percentage of its eventual sale price.
5. The Respondent complained that his representations to the Applicant were met only with the answer that he was responsible for managing the condition of his pitch, and that this would include managing any surface water runoff. He said that his attempts to discuss this with the Applicant's managers and to find a compromise had been unsuccessful.

INSPECTION

6. The parties not being able to provide photographs that the Tribunal found helpful, the property was inspected by the Tribunal on 25 October 2021 in the presence of Mr Mooring, Area Manager and Mr Malby, Site Manager for the Applicant, and the Respondent.
7. The weather was fine and there had been no recent heavy rain.
8. The property was found to be sited at a relatively low ground level within Allington Gardens Park, and would clearly receive run-off from adjacent areas in heavy rain.

9. The Tribunal noted that none of the surrounding surfaces was new, and that roadways, road edgings etc appeared to have been in place for some time.

THE LAW

10. Paragraph 18 of Chapter 2, Schedule 1 to the Mobile Homes Act 1983 sets out the matters to be taken into account if a pitch fee increase is not to reflect simply any increase or decrease is RPI over the previous year. So far as relevant it reads:

“(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...
- (aa) any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land since [26th May 2013] (insofar as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);
- (ab) any reduction in the services that the owner supplies to the site, pitch or mobile home and any deterioration in the quality of those services.”

11. Paragraph 21 of the same Chapter 2 sets out the relevant obligations of the occupier – in this case the Respondent – as follows:

“The Occupier shall –

- (a) Pay the pitch fee to the Owner.....
- (b)
- (c) keep the mobile home in a sound state of repair;
- (d) maintain –
 - (i) the outside of the mobile home, and
 - (ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home in a clean and tidy condition...”

FINDINGS

12. The Tribunal finds that there is no evidence that the condition of Allington Gardens Park and the amenities provided by the Applicant have deteriorated significantly since the roads and pathways were laid.
13. Surface water issues arising from the position of the Respondent’s home are long-standing and do not reflect any failure on the part of the Applicant.
14. It follows that it would not be reasonable in this instance to vary the usual rule that a pitch fee is altered annually in line with RPI.