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

Case Reference : CHI/29UC/PHI/2014/0003
CHI/29UC/PHI/2014/0004

Property : 82 and 88 Woodlands Estate
Honey Hill
Blean
Canterbury
Kent
CT2 9JN

Applicant : Keat Farm (Caravans) Ltd.

Representative : Mr. M. Kent

Respondents : Mr. and Mrs. M. Gladman
Mr. and Mrs. C. Rayfield

Representatives : Mr. Gladman and
Mr. Rayfield

Type of Application : Pitch fee Review
Paragraph 14 of Chapter 4 of Part 1 of
Schedule 1 to the Mobile Homes Act 1983
(as amended)

Tribunal Members : Judge R. Norman (Chairman)
Mr. R. A. Athow FRICS MIRPM

**Date and venue of
Hearing** : 2nd April 2014
Upper Harbledown

Date of Decision : 9th April 2014

DECISION

Decision

1. The pitch fee payable in respect of 82 Woodlands Estate, Honey Hill, Blean, Canterbury, Kent CT2 9JN from 1st January 2014 is £145.70 per month.
2. The pitch fee payable in respect of 88 Woodlands Estate, Honey Hill, Blean, Canterbury, Kent CT2 9JN from 1st January 2014 is £145.70 per month.

Background

3. Keat Farm (Caravans) Ltd ("the Applicant") is the site owner and notices of increase of pitch fee were served on Mr. and Mrs. Gladman and Mr. and Mrs. Rayfield ("the Respondents"). The increase was not accepted and the Applicant therefore made an application in respect of each of the pitches for a determination of the new level of pitch fee.

Inspection

4. On 2nd April 2014 in the presence of Mr. M. Gladman and Mr. C. Rayfield on behalf of the Respondents, Mr. M. Kent and Mr. B. Kent on behalf of the Applicant, Mr. W. Beba the Park Manager and Mr. A. Green the Site Warden, the Tribunal inspected Woodlands Estate. The Park appeared to be in good condition and Mr. Gladman and Mr. Rayfield said it was a nice site and that there were just some resident matters which in some cases were enforced and in others were not. Mr. Gladman, Mr. Rayfield and Mr. M. Kent agreed that there was a parking problem because there were more homes (87) than parking spaces. The Tribunal was told that efforts had been made to acquire further land to provide more parking but without success. However, we could see that work was in progress to provide extra parking and we were told that some garages were going to be demolished and that that would create more parking spaces. The lower car park is used not only by the residents and their visitors but also by people visiting the adjacent woodland under an arrangement with Woodland Trust and we were told that the access to the car park is owned by English Nature.

Hearing

5. The hearing was attended by Mr. M. Gladman, Mr. C. Rayfield, Mr. M. Kent, Mr. B. Kent, Mr. W. Beba and Mr. A. Green.
6. The two applications are virtually identical and were heard together as requested by the Respondents.
7. The following matters were agreed by the parties:
 - (a) In respect of 82 Woodlands Estate, Honey Hill, Blean, Canterbury, Kent CT2 9JN, 31st October is the review date in the agreement.
 - (b) In respect of 88 Woodlands Estate no agreement had been provided but at the hearing Mr. Rayfield produced the agreement and agreed that 31st October is the review date.

- (c) A notice of increase of pitch fee dated 27th November 2013 had been served on the Respondents on 28th November 2013.
- (d) This was after the review date.
- (e) The application to the Tribunal had been made within the time allowed.
- (f) The notice of increase proposed a new pitch fee of £145.70 per month with effect from 1st January 2014 and sufficient notice had been given for the new pitch fee to take effect on 1st January 2014.
- (g) The Respondents were paying for their respective sites £141.06 per month up to 31st October 2013.
- (h) Mr. and Mrs. Gladman were still paying £141.06 per month.
- (i) Mr. and Mrs. Rayfield had paid £141.06 per month up to 31st December 2013 and had then increased the fee by 3% to £145.29 and were continuing to pay £145.29 per month.
- (j) The only figure used in the calculation of the increase was the RPI figure for August 2013 (3.3%) published in September 2013 and that was the correct RPI figure to be used in the calculation.
- (k) The other residents are paying £145.75 per month.

The case for the Applicant

8. Mr. Kent stated that the case for the Applicant was contained in his statement. He knew that the Respondents were happy to pay a 3% increase but from the Applicant's point of view the Respondents had not contributed the full pitch fee since 2007. At that time there was a dispute about a 20p per month increase which arose because of the payment of another warden who stayed for a year. The cost to the Applicant was £4,000 and meant there would be a 20 year payback period. It was a small amount. He had tried to reach agreement and there had been meetings. Letters had been written to those who objected and many letters of explanation had been written to Mr. Gladman but he had not accepted the explanation. Previous increases had been accepted and paid. When the law changed in May 2013 it was decided to try to be fair to all residents. The intention was to try to equalise, not to try to claw back from previous years. The increase was under the rate of inflation. The pitch fees of other residents were increased by 3%. The increased pitch fees proposed to the Respondents was 0.289% higher than the other residents but the other residents had been paying more than the Respondents over the last 5 years. The Respondents were not being picked out for special treatment. Mr. Kent was trying to be fair to all the residents. Since 2007 he had always tried to trim the Applicant's costs to keep below RPI. If RPI had been followed every year the pitch fees would now be £1.25 per month higher. With the change in the law in May 2013 he wanted to draw a line and move on.

The case for the Respondents

9. The Respondents would not dispute an increase in their pitch fees of 3% from £141.06 per month to £145.29 per month from 1st January 2014. It is the additional 0.289% with which they disagree.

10. In 2007 there had been a dispute concerning an increase of 20p per month in pitch fees. A number of residents did not agree to the increase but they are elderly and did not do anything about it. They paid the increase and therefore have been paying more than the Respondents.

11. Mr. Gladman said he failed to understand why the Respondents should have to pay an increase of 3.289% when the other residents had an increase of only 3%. He considered it was a pity this had gone on since 2007. He had a file of letters including some telling him he was in arrear but more recently telling him he was not in arrear. He objected to being accused of being in arrear when he was not. He had received a letter saying he was on a debtor's list with the Applicant when the time had gone for taking action and he was not in arrear. Mr. Gladman had seen in the bundle of documents prepared for the hearing a letter of explanation from Mr. Kent to the Tribunal saying that he wanted to equalise the situation. If that letter had been written earlier and if he had been given a breakdown earlier, things might have been better. He would not have paid the increase but being given an explanation would have gone some way towards an end result. He could have discussed the matter with Mr. Kent and reached an agreement. He did not know what he would have offered but he would have given it some thought. He accepted that if the increase went ahead the Respondents would be paying 5p per month less than the other residents. He assumed that next year there would be an additional increase to bring the Respondents into line with the other residents.

12. The Respondents were being asked to pay more than other residents and were not getting anything more.

13. The Respondents had no problem with drawing a line under the past, now that it had been confirmed in writing that they were not in arrear.

14. The Respondents considered the Woodlands Estate to be a nice park. There were the parking problems but they were aware of the efforts being made to sort them out. It is a good park, well run and Mr. Beba and Mr. Green work hard. Mr. Gladman considered that it was the best it had been run in the 12 years he had been at the park. He does not see Mr. Kent at the park because there are no problems.

Reasons

15. Almost everything was agreed by the parties and there was little in dispute.

16. The Tribunal was satisfied that the notice of increase had been served and that the application had been made in accordance with the provisions of the Mobile Homes Act 1983 (as amended).

17. The matter for consideration by the Tribunal was the increase in pitch fee payable from 1st January 2014.

18. What had happened in 2007 and the intervening years was not relevant to the question of the increased pitch fee payable from 1st January 2014.

19. The Applicant was entitled to issue the notice increasing the pitch fee from its level up to 31st October 2013 which, in the case of the Respondents was £141.06 per month.

20. There was no claim to increase the pitch fee as a result of any sums expended by the Applicant since the last review date on improvements and there was no evidence that there should be any deductions as a result of any decrease in amenity since the last review date. The only increase was that attributable to the increase in RPI which was 3.3%. The increase proposed was just under that figure.

21. The increase in the pitch fee payable by the Respondents was 3.289% of the pitch fee payable by them up to 31st October 2013. The increase in the pitch fee payable by the other residents was only 3% of the pitch fee payable by them up to 31st October 2013. However, as a result, it meant that the Respondents would be paying the same as the other residents, less 5p per month. The Tribunal could see no objection to that fair and reasonable outcome. Consequently the Tribunal was satisfied that the pitch fees payable by the Respondents should be as proposed in the notices of increase namely, £145.70 per month from 1st January 2014.

Appeals

22. A person wishing to appeal this decision to the Upper Tribunal (Lands 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.

23. 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.

24. 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.

25. 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.

Judge R. Norman (Chairman)