



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

Case Reference : **MAN/00EW/PHC/2016/0002**

Property : **7 Meadow Home Park
Mill Lane
Newbridge
Winsford
Cheshire
CW7 2PN**

Applicant : **Meadow Home Park Limited**

Representative : **Ms S Leigh-Jones**

Respondent : **Mr J Cook**

Type of Application : **Mobile Homes Act 1983, s4**

Tribunal Member : **Judge J Holbrook**

Date of Decision : **14 March 2016**

DECISION

DECISION

The application is struck out.

REASONS

1. On 22 February 2016 an application was made to the Tribunal under section 4 of the Mobile Homes Act 1983 (“the Act”). The application was made by the site owner of Meadow Home Park in Winsford and sought a determination that the Respondent (who is understood to occupy a mobile home on the site pursuant to an agreement made under the Act) is in breach of applicable site rules. The Applicant stated that it was seeking this determination in order to issue a notice of breach.
2. Following a preliminary consideration of the application, the parties were informed of my provisional view that it would be inappropriate for the question in issue to be determined by the Tribunal, as it should more appropriately be addressed to the County Court. Section 4 of the Act confers wide jurisdiction upon the Tribunal to determine questions arising under the Act or agreements made under the Act. However, certain matters (listed in section 4(3)) are reserved to the Court. These include the determination of any question arising by virtue of the following statutorily implied term of an agreement under the Act:

“The owner shall be entitled to terminate the agreement at a date to be determined by the court if, on the application of the owner, the court—

 - (a) is satisfied that the occupier has breached a term of the agreement and, after service of a notice to remedy the breach, has not complied with the notice within a reasonable time; and
 - (b) considers it reasonable for the agreement to be terminated.”
3. It follows that, in a case where the potential termination of an agreement is in contemplation, it is for the Court (and not the Tribunal) to determine whether a breach of a term of the agreement (including a breach of a site rule) has occurred. For this reason, the parties were informed that I was minded to strike out the application on the ground that it is an abuse of the process of the Tribunal.
4. The Applicant was given opportunity to make representations in relation to the proposed striking out. It failed to do so and the application is therefore struck out under rule 9(3)(d) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013.