



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

Case Reference : CAM/00KC/PHI/2014/0009-10

Properties : 2 and 7 Manor Court, Dunton Lane,
Biggleswade, Bedfordshire SG18 8QS

Applicant : Wyldecrest Parks Management Limited

Respondents : Mr Dave and Mrs Pam Lewsey (Number 2)
Mr John Milne (Number 7)

Date of Applications : 5th June 2014 (Mr Milne)
18th June 2014 (Mr & Mrs Lewsey)

Type of Application : Determination of new pitch fee pursuant to
paragraph 16 of Chapter 2 of Part 1 of
Schedule 1 of the Mobile Homes Act 1983
(as amended)

Date of Determination: 12th September 2014

DECISION

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Decision

The Tribunal therefore determines that the new pitch fee to take effect on the Review Date on 1st May 2014 for Number 2 Manor Court is £170.55 per month and for Number 7 Manor Court is £124.82 per month.

Reasons

Applications

1. The Applicant applied for a determination of the pitch fee payable by the Respondents. The Applicant by a Notice in the prescribed form dated 25th March 2014 and served on the 28th March 2014, proposed a new pitch fee for:

- Number 2 Manor Court of £170.55 per month to take effect on the Review Date on 1st May 2014 to replace the last pitch fee of £160.07 per month reviewed on 1st May 2013
 - Number 7 Manor Court of £124.82 per month to take effect on the Review Date on 1st May 2014 to replace the last pitch fee of £121.54 per month reviewed on 1st May 2013
2. The increase for both pitch fees was calculated on the basis of an increase in the Retail Price Index (RPI) of 2.7% as the percentage increase in the RPI over 12 months by reference to the RPI published for February 1014 (A copy of which was provided with the Notice). This gave an increase in pitch for Number 2 Manor Court of £4.48 per month and for Number 7 Manor Court of £3.28 per month.
 3. The Respondents did not agree to the proposed pitch fee.

Background to Application regarding Number 7

4. Mr Milne in a letter dated 3rd April 2014 objected to the increase on the following grounds:
 - Restricted Access to the Site
 - No fire service access to the site
 - No site maintenance
 - Sewerage issues
 - Pot holes
5. The Applicant's Representative, Mr David Sunderland, telephoned Mr Milne on 12th May 2014. His notes recall that the conversation was amicable although Mr Milne confirmed his grounds for not agreeing the pitch fee adding that the emergency access and maintenance issues had been going on for the last three years and the problems with the sewerage during the last few months. Mr Sunderland recorded that he said to Mr Milne that, irrespective of the merits the complaints, they did not justify the withholding of the pitch fee. Mr Sunderland added that the only justification for his refusal to pay the increase was a reduction in amenity since the last review and the grounds put forward were either before the last review or after the current review. Mr Sunderland said the Mr Milne agreed that this was so. Mr Sunderland said that if the Respondent made an Application to the tribunal by reason of the objection then the costs of doing so would be claimed. Mr Milne stated that he still objected to the increase.
6. The Applicant applied to the Tribunal for a determination of the pitch fee payable by Mr Milne on the 5th June 2014. The Applicant stated that it would be content for there to be a paper determination.
7. The Tribunal issued directions on 19th June 2014 in which it was stated that the Tribunal was content to deal with the matter on a consideration of the bundle i.e. the application, statements and representations lodged by the parties only and that if either party wanted an oral hearing a request should be made prior to 1st August 2014.

8. On 7th July 2014 Mr Milne requested that Tribunal inspect the site which it did on the 12th August 2014. Neither party requested an oral hearing.

Background to Application regarding Number 2

9. Mr Lewsey in a letter dated 1st April 2014 objected to the increase and said they would give their objections at any tribunal hearing. The Applicant wrote a letter dated 3rd April 2014 to Mr and Mrs Lewsey stating that they would be obliged to provide their reasons before the hearing and that the Applicant would claim costs.
10. The Applicant applied to the Tribunal for a determination of the pitch fee payable by Mr & Mrs Lewsey on the 18th June 2014. The Applicant stated that it would be content for there to be a paper determination.
11. The Tribunal issued directions on 23rd June 2014 in which it was stated that the Tribunal was content to deal with the matter on a consideration of the bundle i.e. the application, statements and representations lodged by the parties only and that if either party wanted an oral hearing a request should be made prior to 1st August 2014.
12. On 7th August 2014 the Tribunal extended the time for compliance with the Directions order by reason of the health problems of the Respondents which were supported by medical evidence. Neither party requested an inspection or oral hearing. Outline Grounds for the objection to the increase were provided dated 10th August as follows:
- Signing of new contract
 - Very restricted access to the Site
 - Ongoing problems with sewerage
 - Very little site maintenance
 - Poor condition of access road
13. As the grounds submitted for the objection to the increase were virtually the same the Tribunal decided to deal with the two Applications at the same time.

Law

14. Section 2 of the Mobile Homes Act 1983 (“the Act”) provides that the terms of Part 1 of Schedule 1 to the Act shall be implied and shall have effect notwithstanding the express terms of the Agreement. Paragraphs 16 to 20 of Chapter 2 of Schedule 1 to the Act were introduced by the Mobile Homes Act 1983 (Amendment of Schedule 1)(England) Order 2006. The relevant provisions of the legislation that apply to this decision given the issues raised are as follows:
15. *Paragraph 16 provides:*
The pitch fee can only be changed in accordance with paragraph 17, either—
(a) with the agreement of the occupier, or

- (b) *if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.*

16. Paragraph 17 provides:

- (1) *The pitch fee shall be reviewed annually as at the review date.*
- (2) *At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fee.*
- (3) *If the occupier agrees to the proposed new pitch fee, it shall be payable as from the review date.*
- (4) *If the occupier does not agree to the proposed new pitch fee—*
 - (a) *the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;*
 - (b) *the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and*
 - (c) *the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.*
- (5) *An application under sub-paragraph (4)(a) may be made at any time after the end of the period of 28 days beginning with the review date.*
- (6) *Sub-paragraphs (7) to (10) apply if the owner—*
 - (a) *has not served the notice required by sub-paragraph (2) by the time by which it was required to be served, but*
 - (b) *at any time thereafter serves on the occupier a written notice setting out his proposals in respect of a new pitch fee.*
- (7) *If (at any time) the occupier agrees to the proposed pitch fee, it shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).*
- (8) *If the occupier has not agreed to the proposed pitch fee—*
 - (a) *the owner may apply to the court for an order under paragraph 16(b) determining the amount of the new pitch fee;*
 - (b) *the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the court under paragraph 16(b); and*
 - (c) *if the court makes such an order, the new pitch fee shall be payable as from the 28th day after the date on which the owner serves the notice under sub-paragraph (6)(b).*

- (9) *An application under sub-paragraph (8) may be made at any time after the end of the period of 56 days beginning with date on which the owner serves the notice under sub-paragraph (6)(b), but in the case of an application in relation to a protected site in England no later than four months after the date on which the owner serves that notice.*
- (9A) *A tribunal may permit an application under sub paragraph (4)(a) or (8)(a) in relation to a protected site in England to be made outside the time limit specified in sub-paragraph (5) (in the case of an application under sub-paragraph (4)(a)) or in the case of sub-paragraph (9) (in the case of an application under subparagraph (8)(a)) if it is satisfied that, in all the circumstances, there are good reason for the failure to apply within the the applicable time limit and for any delay since then in applying for permission to make the application out of time.*
- (10) *The occupier shall not be treated as being in arrears—*
- (a) *where sub-paragraph (7) applies, until the 28th day after the date on which the new pitch fee is agreed; or*
 - (b) *where sub-paragraph (8)(b) applies, until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the court order determining the amount of the new pitch fee.*
17. Paragraph 18 provides:
- (1) *When determining the amount of the new pitch fee particular regard must be had to –*
 - (a) *any sums expended by the owner since the last review date on improvements-*
 - (i) *which are for the benefit of the occupiers of mobile homes on the protected site;*
 - (ii) *which were the subject of consultation in accordance with paragraphs 22(f) and (g); and*
 - (iii) *to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the court [tribunal] on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;*
 - (b) *any decrease in the amenity of the protected site since the last review date”.*
18. Paragraph 20 provides that:
- (1) *There is a presumption that the pitch fee will increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index since the last review date, unless this would be unreasonable having regard to paragraph 18(1).*

Inspection

19. The Tribunal inspected the Site in the presence of the Applicant's Representative and Mr Milne one of the Respondents.

20. Access to the Site from the main road is via a lane (the Lane) which leads to Stratton Park House. There is then a driveway (the Access Road) around the grounds to the front (west) of Stratton Park House across land not owned by the Applicant which leads to the Site. There is a sharp turn from the end of the Lane into the Access Road. This has been eased by the purchase of a triangle of land from the owners of Stratton Park House. The land was identified by the Applicant's Representative. The Access Road itself is roughly semicircular around Stratton Park House grounds with two quite tight corners. On the side of the Road bordering Stratton Park House there is a wooden close boarded fence. To the other side of the Road the area is open but planted with mature coniferous trees, some of which are close to the edge of the road. The Road can be navigated easily by cars and light vans but larger vehicles would find it difficult and substantially larger might find it impossible. Beyond the Road nearest the Lane on the opposite side to Stratton Park House is a hedge which is the boundary of a house. This gives way to a brick wall part of which forms the side elevation of a commercial premises and the remainder is the boundary wall of a car park to those same premises. Between the Access Road and this wall at the end nearest to the Site is a fire hydrant. Mr Milne said that the fire service at a recent practice had parked the Fire Appliance with its pump in the car park of the commercial premises scaled the wall connected the hoses to the hydrant and ran the hoses from the Appliance over the wall to the Site.
21. The Site is around Stratton Park House. It comprises a large tarmac area with car park off. Around the perimeter of one side of the tarmac area are some 10 or so park homes. To the other side of the tarmac area is the boundary with the north and east sides of Stratton Park House. The boundary is marked by a closely planted row of high conifer trees. The trees belong to Stratton Park House but on the day of the inspection had been cut back by the Applicant. Around the base of the trees was a composted mixture of debris from the trees. Just in front of the trees were three or four street lights to illuminate the tarmac area. It was apparent that if the trees became overgrown the lights could be obscured to a lesser or greater degree.
22. Mr Milne pointed to an indentation in the road near the entrance which he said was a pot hole that he had filled in. Otherwise the tarmacadam area appeared in fair condition. The Access Road was in less good condition but was not a part of the Site. Mr Milne suggested that the land over which the Access Road passed was now owned by the Site Owner but Mr Sunderland said that it was not.
23. At the far end of the tarmac area is one park home with a double garage beyond which is parkland of grass and trees. The parkland borders the south side of Stratton Park House, the Lane from the main road and a field. This parkland slopes down towards the field on the southern boundary of the Site.
24. Under the car park is the sewage holding tank into which flows the sewage and waste water from the homes. This is pumped from the holding tank into the treatment tank which is situated in the parkland at the lowest part of the Site adjacent to the field on the southern boundary. The holding tank has a cast iron cover over the access the rim of which needs to be cleaned to ensure a

good air tight fit. The treatment tank also appears to have a cast iron cover to the access. The access point is set in concrete. There was gap below the concrete around the access. The concrete and/or cover may have become displaced over time as there was a smell from the tank. The smell may have been as a result of the tanks having recently overflowed and it taking some time for any remnants of the effluent to disperse following the clean up.

25. The Applicant's Representative identified the parkland area which had a frontage with the Lane and over which the Applicant was seeking to obtain permission to construct a road which would give better access to the Site. He said there were difficulties due to the trees having preservation orders.

Agreements

26. Copies of the Agreements were provided. The Agreement of Mr Milne related to 7 Manor Court and commenced on the 4th June 1988 and the Agreement of Mr and Mrs Lewsey related to 2 Manor Court and commenced on 18th December 2009. Both provided for a pitch fee review in May.

Respondent's Statement of Case

27. As the Applicant's initial case was only that the increase proposed was one in line with the cost of living i.e. RPI under Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended)) paragraphs 17(2) and (6A), the Tribunal firstly considered the objections by the Respondents as set out in their Statement of Case.

Grounds of Objection Raised by Both Respondents

28. Both Respondents submitted reasons for there being a loss of amenity. These may be summarised as follows:
 - Restricted access to the Site and no fire service access to the Site
 - No Site maintenance and pot holes
 - Sewerage issues

Restricted and No Fire Service Access to the Site

29. From the submission made by Mr Milne it is apparent that in 2008/2009 Stratton Park House re-routed the Access Road across their land to its present position. Mr Milne provided the following supporting documents to his Statement of Case.
30. Document 1 is a information notice to the residents of Manor Court stating how and why the owners of Stratton Park House, Russell and Cheryl Bobin intended to re-route the Access Road.
31. Document 2 is a letter dated 14th October 2008 from the Manor Court Site Residents to the Respondent, which states that the re-routing will have a detrimental effect on the Residents of the Site because they will not be able to

move park homes on or off the site, the proposed road surface of MOT Type 1 will not support heavy vehicles and there may be access difficulties for emergency vehicles. The Respondent was asked to intercede with the owners of Stratton park house on the Residents' behalf.

32. Document 3 is a letter dated 6th November 2008 from the Respondent to the owners of Stratton Park House saying that the respondent was happy with the re-routing of the Access Road and that the new road would be 3.5 meters wide, of 4 inch type 1 base with a further 2 inches of tarmacadam.
33. Document 4 is an email dated 26th October 2009 from the Fire Safety Inspecting Officer of Bedfordshire Fire Service which states, in summary, that the Access Road is not adequate for the Fire Appliance but an alternative access in the event of an emergency at the Site has been agreed between the Bedfordshire Fire Service and the owners of Stratton Park House.
34. Document 5 is a letter dated 17th June 2011 from Bedfordshire and Luton Fire and Rescue Service to the Applicant which refers to an arrangement whereby the alternative access in the event of an emergency at the Site has been relinquished by the Applicant as part of a transaction under which the parkland of grass and trees with frontage to the Lane has been transferred to the Applicant with a view to creating a more suitable access to the Site than the current re-routed Access Road. However this was being held up due to permissions and Tree Preservation Orders (this was confirmed at the inspection by the Applicant's representative).
35. At the time of writing the Fire Safety inspecting Officer stated that:
 - Due to the transaction the emergency access across Stratton Park House grounds was no longer available;
 - The re-routed Access Road was not suitable for a Fire Appliance;
 - A number of alterations to the Access Road were discussed with a view to making it suitable including the purchase of a triangle of land at the Lane end and the removal of trees along the Access Road (this was identified at the inspection by the Applicant's representative);
 - The construction of a new road by the Respondent across the then recently purchased land.
36. The letter went on to state that in the present circumstances there was concern as to how a fire on the Site might be fought and therefore the Respond should ensure the insurance policy covered the situation in the event of fire due to the lack of access.
37. Document 6 is a letter dated 20th January 2012 from Central Bedfordshire Council to the Applicant stating that a Fire Appliance was not able to negotiate the Access Road and therefore the Applicant may be in breach of the Site Licence if the issue of access was to negate the Site Insurance. It is further stated that the issue was raised in 2010 and therefore the Council sought a remedy.

38. Document 7 is a letter dated 1st April 2011 from Mr Milne to the Respondent referring to Documents 4, 5 and 6 and expressing his concern as a Resident.
39. Document 8 is a letter dated 27th November 2009 from Central Bedfordshire Council to the Respondent stating that the Access Road as re-routed does not provide free unrestricted access to the Site. However, it acknowledges that the Site Licence Conditions cannot be applied to the matter as the Access Road is outside the licensed boundary of the Site.
40. Document 9 is a plan of the Site and of the Access Road with the 'pinch points' marked.
41. Mr Milne submitted that these documents showed that there had been a loss of amenity.
42. Mr and Mrs Lewsey stated that goods delivered from John Lewis had to be carried from the Lane and that Darlings of Chelsea were unable to deliver. The same concerns stated by Mr Milne regarding the fire fighting situation were expressed by Mr and Mrs Lewsey. They said they had also been told by a person at Bedford Council that a Site licence would not be granted to the Applicant "in its present state".

No Site maintenance and pot holes

43. Mr Milne was critical of the site maintenance with particular reference to the cutting back of the trees at the boundary and the composted tree debris around the base of the trees which he pointed out at the inspection. He said that the potholes had been partially repaired but as the work done was not up to a sufficient standard the pot holes were beginning to re-appear.
44. Mr and Mrs Lewsey said that the maintenance was poor and the Resident's employees were rarely seen. They said that pot holes were very common on the Access Road and were only very recently filled in by the Respondent. They were previously done by the Residents.

Sewerage

45. Mr Milne set out a timeline of the events relating to the problems with the sewerage which in outline were as follows:

22/04/14	Main/treatment tank emptied
39/24/14	Service engineers visited site
03/05/14	Terrible stench from the main tank which affected 5 park homes the residents of which could not sit in their gardens and the stench infiltrated their homes. Mr Milne said that he found that the treatment tank was overflowing into the field beyond the site.
04/05/14	Representative visited site following telephone call the previous day to assess situation.
06/05/14	Environmental Officer from Central Bedfordshire Council visited who contacted the Respondent to arrange a tanker to empty the tank to stop it overflowing.

- 07/05/14 A tanker came but did not empty the tank. A repair person came who rodded the system and found that there was a blockage and required a digger.
- 09/05/14 The repair man returned with a digger and replaced a pipe but said the pump motor would need repairing.
- 23/06/14 The tank overflowed again. The Environmental Officer from Central Bedfordshire Council visited and said the motor should be re-installed and the area cleaned up.

From the time of first discovering the overflowing sewerage to the motor was inoperative for 51 days.

- 46. Mr and Mrs Lewsey said that the problem with the sewerage goes on and on. There is frequently a terrible stench around the Site and that a civil Engineer should make an inspection under the Direction of Bedford Council.

Purchase of the Home

- 47. Mr and Mrs Lewsey raised a separate issue that was particular to them. They said that they had bought their home from a Mr and Mrs Webb through Satchell's Estate Agents. It appeared from their written statement that they were under the impression that Mr and Mrs Lewsey were purchasing directly from Mr and Mrs Webb and were under the impression that Mr and Mrs Webb's agreement would be assigned to them. If that had been the case Mr and Mrs Lewsey said that they would have paid a pitch fee on completion on the 18th December 2009 of £103.00 and future reviews would have been calculated from this base. In the event Mr and Mrs Lewsey found that they had purchased the home from the Respondent and were provided with a new agreement. This agreement set the rent at £141.84. They said that as a result they had paid more each month year on year and that this was relevant in respect of the period since the last review.

Applicant's Statement of Case

- 48. The Applicant made written representations in reply to the matters raised by Mr Milne and Mr and Mrs Lewsey in their Statements of Case dated 23rd July 2014.
- 49. It was noted that neither had objected to the RPI figure of 2.7% being used and it has not been stated that the annual review had not been carried out correctly.
- 50. It was noted that five issues had been raised which were submitted as reducing the amenity of the site. The same issues were raised by Mr and Mrs Lewsey and therefore the Applicant's response is applicable to their case. Each item was dealt with in turn as follows:
 1. No fire service access to the Site – There is access to the Site for the fire service and the access has not changed for 6 years
 2. Restricted access to the site – The access to the site is unrestricted and has been the same for 6 years.
There has been no reduction in the amenity of the site since the last Review.

3. Sewerage – The sewage treatment plant has been the subject to a repair following a routine servicing and emptying in May 2014 which was paid for by the Applicants and has not had any effect on the amenity of the site
 4. Minimal site maintenance – The Site is maintained as required. Site maintenance was carried out in May 2014 and was previously carried out in November 2013. Maintenance is normally carried out twice a year or additionally as necessary. This has not varied over the last few years and there has been no reduction to the amenity of the Site since the last Review.
 5. Pot holes – Minor wear in the road was repaired as part of the maintenance work in May 2014
51. The Applicant provided photographs of the Site which were said to show that it was properly maintained. There was also a photograph of a fire appliance on Site.
52. With regard to the issue of the contract of sale that was particular to Mr and Mrs Lewsey the Applicant considered insufficient detail had been given to provide a response.

Costs

53. The Applicant submitted that the Respondents had acted unreasonably and Applied for costs.

Decision

Decrease in Amenity

54. The Tribunal took account of Paragraphs 16, 18 and 20 of Part 1 of Schedule 1 to the 1983 Act. Particular note was made of Paragraph 18(1) states that when determining the amount of the new pitch fee particular regard must be had to any decrease in the amenity of the protected site since the last review date. The Tribunal considered each of the issues raised by the Respondents.

Access for Fire Service Vehicles

55. The Tribunal considered that access to fight a fire related to the safety of the Site and as such was a matter for the Fire Service and the Council under their respective public duties, in particular the Council's obligation to enforce the Site Licence. The Tribunal did not consider it a matter that could be dealt with by not increasing the pitch fee in a year for loss of amenity. The decision as to how a fire might be fought on the Site was a matter for the fire service. It appeared from the evidence (Document 5 is a letter dated 17th June 2011 from Bedfordshire and Luton Fire and Rescue Service to the Applicant and Document 6 is a letter dated 20th January 2012 from Central Bedfordshire Council to the Applicant) that the Access Road did not enable Fire Appliances to enter the Site to fight a fire. An alternative means of fighting a fire on the Site seems to have been put in place, namely that identified by Mr Milne at the

inspection. This presumably must be satisfactory to the Fire Service and the Council or enforcement action under the Site Licence would have been taken.

Restricted Access to the Site

56. The Tribunal considered that a restriction of access to the Site might amount to a decrease in amenity. The re-routing of the Access Road may have reduced the amenity of the Site but this had occurred in 2008/2009 and not since the last Review. The Access Road is not a part of the Site and there was no evidence adduced to show that it was now owned or controlled by the Site Owner. In response to Mr Milne's statement that it was so owned was refuted by Mr Sunderland at the Site Inspection. It would appear that there was an easement granted to Manor Court over Stratton Park House grounds. The terms of this easement are not known nor is it known whether the Applicant could have taken action to prevent the re-routing. If it could and failed to do so leading to a loss of amenity then this might at that time have justified not increasing the pitch fee.
57. The Tribunal took the view that even if the re-routing had caused a park home owner to pay more for a delivery or was not to able to bring a home on or remove a home from the Site since the last Review, the decrease in amenity from re-routing was in 2008/2009 not in 2013/2014.

Sewerage

58. The problems with the sewerage have, according to Mr Milne's own timeline, occurred after the last Review. Therefore any decrease in amenity has not occurred in the year 1st May 2013 to 1st May 2014 but may have occurred in the year 1st May 2014 to 1st May 2015. That the pump is not operating or that the tanks overflow of themselves is not the decrease in amenity but the effect of the breakdown or overflow namely the smell and hence the effect it has on the use of the home. Also it is not the length of time it takes to repair the pump but the time the smell persists and its pungency that might cause the decrease in amenity.

Minimal Site Maintenance

59. The Tribunal found the Site to be in a satisfactory condition. The trees had been cut back and most of the debris removed.

Pot Holes

60. The Access Road is in fair to poor condition however it is not part of the Site. The Tribunal noted an indentation near the entrance to the Site which had been filled. However, the Tribunal found that this want of repair did not amount to a decrease in amenity.

Purchase of the Home

61. The grievance raised by Mr and Mrs Lewsey's with regard to their agreement is not within the jurisdiction of the Tribunal in relation to this Application. Mr

and Mrs Lewsey are alleging that the manner of their purchase was misrepresented to them in that they believed they were obtaining an assignment of an existing agreement whereas in fact they were entering a new agreement. This needed to be dealt with at the time it occurred in December 2009. It is not a matter that relates to a decrease in amenity.

62. Therefore the Tribunal found that on the evidence submitted by Mr Milne and Mr and Mrs Lewsey there had been no decrease in amenity of the Site since the last Review. The Tribunal therefore determines that the new pitch fee to take effect on the Review Date on 1st May 2014 for Number 2 Manor Court is £170.55 per month and for Number 7 Manor Court is £124.82 per month.

Costs

63. The Tribunal will issue Directions in respect of the Application for Costs to ensure the Respondents have an opportunity to make representations.

Judge JR Morris

*Any party to this Decision may appeal against the Decision with the permission of the Tribunal. The provisions relating to appeals are set out in Part 6 of **The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013**. An application for permission to appeal must be delivered to the Tribunal within 28 days after the Tribunal sends the Decision to the person making that application.*