



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

Case reference : **CAM/00MF/PHC/2015/0006**

Park Home address : **108 Loddon Court Farm Park,
Beech Hill Road,
Spencer's Wood,
Reading,
RG7 1HU**

Applicants : **Ian Phillip & Pauline Janet Morgan**

Respondent : **Tingdene Parks Ltd.**

Date of Application : **6th August 2015**

Type of application : **to determine a question arising
under the Mobile Homes Act 1983
("the 1983 Act") or the agreement to
which it applies**

The Tribunal : **Bruce Edgington (lawyer chair)
David Brown FRICS**

DECISION

Crown Copyright ©

1. The Tribunal determines that in addition to the pitch fee the Respondent is entitled to claim from the Applicants the cost of water used on the basis of the total cost of water charged to the Respondent divided by the number of mobile homes on the site. The amounts claimed from the Applicants would appear to be reasonable.

Reasons

Introduction

2. The Applicants own a park home which is situated on the pitch at the park home address pursuant to an agreement said to have commenced on the 29th August 2014. The agreement under the 1983 Act says that the Applicants must pay the pitch fee plus any additional charges for water, sewerage and electricity. They say in their application that "*we were told that the water bill would be shared equally between all mobile homes on the site at £32.00 per quarter*". They go on to say that most residents are paying £32.74 quarterly but they are now being charged a different amount.

3. The question they ask is “Can Tingdene re-sale water at different amounts; is it worth pursuing would we have a legal case against Tingdene?”
4. The Tribunal issued a directions order on the 20th August 2015 timetabling the filing of evidence etc. It was stated that the Tribunal would be content to determine the issues in this case on the basis of the written representations of the parties but that the decision would not be made before 8th October 2015. However, it was pointed out that if either party wanted an oral hearing, one would be arranged. No request for a hearing has been received.

Site Inspection

5. The members of the Tribunal did not consider that a physical inspection of the site or the mobile home would have assisted in determining the issues raised and no such inspection was requested by the parties.

The Law

6. Section 4 of the 1983 Act gives this Tribunal the power “*to determine any question arising under the Act or any agreement to which it applies*”. Enforcement is a matter for the County Court.

The Facts

7. The problem in this case is that the precise terms of the agreement between the parties are not agreed. The Respondent took over ownership of the site on the 17th January 2014 i.e. some 7 months before the Applicants purchased their mobile home. The Applicants say that when they bought their mobile home they were told that the water charge would be split equally ‘at’ £32 per quarter.
8. The evidence from Martin West, sales manager for the Respondent, in his statement dated 23rd September 2013, is that when he met the Applicants on the 17th June 2014 in order to discuss their purchase, he told them that the water bills for people with new agreements would be based on the bills received by the Respondent which would be shared equally between the number of homes on the site.
9. Unfortunately, the Applicants have not filed any statements. However, they accept in their application that they knew the bills would be divided equally amongst the home owners. In a letter to Tingdene dated 19th June 2015, Mrs. Morgan says that Martin West told her of the £32 per quarter but an earlier handwritten letter makes no mention of this and just says that the promise was that water charges would be shared equally. It is clear from the papers enclosed with the application that the Applicants have been speaking to other home owners on this site and it seems likely that the £32 per quarter figure came from them.
10. The Respondent says that when it took over the site, water rates were being charged to the home owners at the rate of £32 per quarter but they soon realised that this did not in fact cover the cost. They decided that people with existing agreements would continue at the rate of £32

per quarter but that an increase based on the Retail Prices Index would be applied annually as from 1st January 2015. On that date the charge for them was increased to £32.74 per quarter. However, in respect of new agreements, including that with the Applicants, the charge would be increased to an equal share of the amount paid to the water company in accordance with guidance from OFWAT.

11. From the papers and evidence submitted the demands made of the Applicants have been:

Invoice date	period covered	amount
1 st October 2014	April-September 2014	£18.95
1 st January 2015	October-December 2014	£29.10
1 st April 2015	January-March 2015	£59.55
1 st July 2015	April-June 2015	£47.37

12. Unfortunately, the amounts claimed from the Respondent by Thames Water do not cover the same period. However, from the invoices submitted in evidence, the amounts claimed from the Respondent for the 18 months or so commencing in January 2014 have been:

Invoice date	period covered	amount
13 th February 2014	January-February 2014	£2,900.35
5 th March 2014	February-March 2014	£971.20
3 rd April 2014	March-April 2014	£1,376.64
14 th May 2014	April-May 2014	£2,221.93
4 th June 2014	May-June 2014	£1,026.28
3 rd July 2014	June-July 2014	£1,811.04
11 th August 2014	July-August 2014	£2,006.74
3 rd September 2014	August-September 2014	£1,499.20
3 rd October 2014	September-October 2014	£1,697.30
3 rd December 2014	October-December 2014	£3,449.35
18 th December 2014	August-December 2014	£6,264.05
6 th January 2015	December 2014-January 2015	£2,647.68
6 th February 2015	December 2014-January 2015	£3,041.35
4 th March 2015	February-March 2015	£3,106.84
27 th May 2015	March-May 2015	£1,982.83
4 th June 2015	May-June 2015	£1,094.22
17 th July 2015	June-July 2015	£1,804.74

13. The total of these invoices is £38,901.74. However, during the same period there were 2 refunds totalling £9,293.35 which reduces the total figure to £29,608.39. If one assumes 86 mobile homes the divided figure is £344.28 per home. If one then assumes approximately 6 quarters (January 2014 to July 2015), the quarterly figure comes to £57.38.

Conclusions

14. In answer to the questions raised by the Applicants, it is the Tribunal's conclusion that they knew from the outset that the water charges would be split between the number of mobile homes on the site. They appear to have been told by other home owners that those other people have only been charged £32.00 and then £32.74 per quarter. However, it

can only be inferred that those other people have agreements commencing before 17th January 2014 i.e. before Tingdene took over the site.

- 15. The Tribunal has done its best with the information provided to calculate what the quarterly payments should be although, of necessity, the calculations have been approximate. However, the conclusion reached by the Tribunal is that the water charges claimed from the Applicants are a reasonable reflection of the charges actually incurred and split on an equal basis according to the number of homes on the site.

- 16. It should be said, however, that if the only correspondence with the Applicants is as set out in the bundle, then the Respondent could have explained matters in a little more detail and with a little more sensitivity and clarity which may well have avoided this application. No mention is made of the fact that various home owners are being treated differently. This does not appear to have been known by the Applicants and their complaint is, in effect, that they are being treated differently to other home owners, which turns out to be correct.

.....
Bruce Edgington
Regional Judge
12th October 2015