FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	CHI/19UH/PHC/2017/0001
Property	:	Pitch 48 Morn Gate Park, Bridport Road Dorchester DT2 9DS
Applicant	:	Alison Newey and Patrick Hall
Representative	:	
Respondent	:	John Romans Parks Homes Limited
Representative	:	Stephens Scown Solicitors LLP
Type of Application	:	Application by Occupier of a Park Home on Protected Site for an Order that the Site Owner give a written statement as to the terms of the agreement Section 1(6) of the Mobile Homes Act 1983
Tribunal Member(s)	:	Judge Tildesley OBE Judge N Jutton
Date and Venue of Hearing	:	8 August 2017 The Heights Hotel Yeates Corner Portland DT5 2EN Further written representations received 22 August 2017
Date of Decision	:	27 September 2017

DECISION

Summary of the Decision

(I) The Tribunal determines that the provisions of the Mobile Homes Act 1983 apply to the agreement made between A & M Properties (Dorset) Limited on the one part and Ann Ashmore of the other part and dated 1 March 2001.

(II) The Tribunal orders the Respondent to give the Miss Newey a written statement within 56 days from the date of this decision pursuant to section 1(6) of the 1983 Act. The statement shall include those matters specified in section 1(2) (a-e) of the Mobile Homes Act 1983.

The Proceedings

1. On 16 December 2016 the Applicants applied for an order that the Respondent provide them with a written statement under the Mobile Homes Act 1983 (as amended) ("the Act") pursuant to s1 (6) of the Act.

2. On 24 January 2017 and 17 March 2017 the Tribunal issued directions to progress the proceedings.

3. The Tribunal heard the case on 8 August 2017. The Applicants attended in person. Although Miss Newey was named as the sole assignee on the disputed agreement, the Respondent did not object to Mr Hall's participation in the proceedings notwithstanding that he was not present when the assignment of the agreement took place.

4. Ms Heather Sargent, Counsel, represented the Respondent. Ms Kirsty Apps of Stephens Scown was the instructing solicitor. Mr John Romans, the sole director for the Respondent, gave evidence.

5. The Respondent supplied a witness statement of Andrew Jackson dated 24 April 2017 but he was not called to give evidence. Mr Jackson was the owner of A & M Properties Limited who sold Morn Gate Caravan Park to the Applicant.

6. With the agreement of the parties the Tribunal admitted additional documents at the hearing which were incorporated in the bundle.

7. The Respondent prepared a hearing bundle. References to documents in the bundle in the decision are in [ ].

8. The Tribunal inspected the site immediately after the hearing on 8 August 2017 in the presence of Ms Apps and Miss Newey.

9. The Tribunal gave the parties the opportunity to make final submissions in writing which were received on 14 and 22 August 2017 respectively.

The Dispute

10. The Applicants occupy a mobile home on Plot 48 Morn Gate Caravan Park Bridport Road Dorchester ("The Park"). Their home was said to be a single unit caravan manufactured by Stately Albion. The law regards their home as a mobile home which was not disputed by the Respondent.

11. The Respondent, John Romans Limited, purchased the Park in May 2015, from A & M Properties (Dorset) Limited. The Park is licensed as a caravan park under the Caravan Sites and Control of Development Act 1960 (1960 Act).

12. The Respondent owns eight caravan parks in Dorset, Hampshire and Somerset. One of these parks, the Lookout Park, at Wareham, Dorset operates as a mixed holiday and residential park.

13. The Applicants are permitted to station the mobile home on the Park by virtue of a licence which was assigned to Miss Newey on 1 June 2011 [14-17] for consideration of £10,000 which included one year's worth of site fees. The original licence dated 1 March 2001 was made between A & M Properties (Dorset) Limited, the previous owners of the site and Ann Ashmore. The agreement was for a period of 16 years from 1 March 2001.

14. The licence agreement referred to Park Rules, a copy of which was attached and were exhibited at [22-24].

15. The licence agreement contained a clause that the licence was personal to the licencee and not assignable. Following enquiry by the Tribunal, Ms Sargent confirmed that the Respondent was not raising this issue in these proceedings.

16. The Respondent disputes that the Applicants are entitled to an order requiring the Respondent to give them a written statement under the Act because it contends that an agreement under the Act has not arisen.

17. The Tribunal must first decide whether either or both of the Applicants have an agreement to which the Act applies before deciding whether to make an order requiring the Respondent to give the written statement.

18. The issue for the Tribunal is whether the agreement made by A & M Properties (Dorset) Limited and Ms Ashmore and assigned to Miss Newey on 1 June 2011 was one to which the 1983 Act applied. If the 1983 Act applied Miss Newey would be entitled to a written statement under that Act which would give Miss Newey security of tenure. If the 1983 Act did not apply, the Respondent would be entitled in all likelihood to possession of the plot by virtue of the licence agreement coming to an end on 28 February 2017.

19. The question whether the 1983 Act applied to the agreement is determined by assessing the facts against the provisions of section 1(1) of the 1983 Act. The parties' intentions, as ascertained by the principles of contractual interpretation, when entering the agreement although relevant, are not decisive in respect of the disputed question.

20. Section 1(1) states that the 1983 Act will apply to any agreement under which a person (the occupier) is entitled (a) to station a mobile home on land forming part of a protected site; and (b) to occupy the mobile home as his only or main residence.

21. Here the Respondent accepts that the agreement permitted Miss Newey to station her mobile home on land. The dispute centred on whether the land formed part of a protected site, and whether the agreement allowed Miss Newey to occupy the mobile home as her only or main residence. In order for the agreement to come under the auspices of the 1983 Act it must satisfy both limbs: "protected site" and "only or main residence".

22. Further, the Court of Appeal in *Murphy v Wyatt* [2011] 1 WLR 2129 established that an occupier of a mobile home would only have the benefit of the 1983 Act if the requirements of section 1(1) were met at the inception of the agreement.

23. Ms Sargent submitted that in this case the inception of the agreement was the 1 March 2001. Ms Sargent contended that the assignment did not constitute a variation of the agreement because no consideration had been given to A&M Properties (Dorset) Limited who were not a party to the assignment. The Tribunal accepts Ms Sargent's submission that the Tribunal is considering the agreement as at 1 March 2001 and not the assignment on 1 June 2011.

24. For the application to succeed the Tribunal would, therefore, have to find in this case that the limbs of "protected site" and "only or main residence" were applicable at the time the original agreement was entered into on 1 March 2001.

25. The Tribunal will deal with each of the two limbs: "protected site" and "only or main residence" in turn.

Protected Site

26. Before considering the legal definition of "protected site" the Tribunal intends to give a brief description of the Park, and its planning and site licensing history.

27. Historically the Park has always operated as a mixed use site of residential and holiday caravans. The Respondent now has the benefit of a Certificate of Lawful Use or Development dated 30 January 2015 [33-35] which would enable the Respondent to run the site solely as a

residential park. Mr Romans required Mr Jackson to obtain the Certificate of Lawful Use before his company purchased the Park.

28. The entrance to the Park is off the A35 trunk road. On entering the site visitors encounter a sign which directs them to holiday sites on the left and to residential sites on the right. The access to the holiday side of the Park ends abruptly at what used to be the resident warden's caravan. Looking south on the left hand side of the Park there are 27 caravans and chalets which are arranged, at the northern end closest to the A35, in a crescent shape, transforming into rows towards the southern end of the site.

29. Plot 48 is located in this area on the left hand side of the Park in the row of lodges closest to the A35 trunk road. Plot 48 is not enclosed and is effectively the extent of ground which is covered by the mobile home and decking.

30. A recreation area subject to a section 52 agreement under the Town and County Planning Act 1971 dated 14 July 1977 is located at the south east side of the Park [176-179]. Mr Romans applied for a discharge of this section 52 agreement on 16 June 2016 which the Council subsequently refused.

31. There are two further caravans/lodges at the centre of the Park, one of which the Tribunal understands to have been occupied by the previous warden of the site.

32. On the right hand side of the Park at the top end, there are three chalets identified as Plots 45, 2 and 43 Morn Gate Park.

33. The access way on the western boundary leads to a row of garages on the right further down from Plots 45, 2 and 43. After the garages the access way turns east with an enclosure of nine mobile home pitches to the south of the access way and three mobile home pitches to the north, one of which has been abandoned. The access way finishes at a metal gate, which marks the boundary with the holiday part of the site.

34. The Respondent maintained that the enclosure of 12 mobile home pitches at the south-west corner of the Park represented the residential part of the site. According to the Respondent, the rest of the Park had been reserved for seasonal and holiday use. The Respondent produced a plan of the site which had delineated the boundary of the "residential area" in red, and the boundary of the remaining area in blue [95]. The Respondent accepted that its solicitors had been responsible for the marking of the boundaries for illustration purposes only.

35. The Respondent accepted that Plot 45 which was in the top right corner of the site had the benefit of a written statement under the 1983 Act. The statement was signed on 14 January 2014. Mr Romans said that Mr and Mrs Williams, the occupiers of Plot 45, had paid Mr Jackson a considerable sum of money, in the region of £150,000, for the new

mobile home which was why they received the benefit of a written statement under the 1983 Act. Mr Hall said the amount paid by Mr and Mrs Williams to Mr Jackson was in the region of £90,000. The Tribunal considers the reasons given for why Plot 45 had the benefit of a statement under the 1983 Act are speculation in the absence of evidence from the parties to the agreement. The Tribunal, however, places weight on the fact that a pitch with the benefit of a 1983 Act statement was located outside the purported residential area relied upon by the Respondent.

36. Mr Romans produced a list of "holiday units" which he said had been given to him by Mr Jackson as part of the due diligence associated with the purchase of the Park by his company. The list identified 31 "holiday units" which included an Halycon Lodge with number L8 [96]. Mr Romans identified L8 as Plot 48.

37. Mr Romans also supplied a "Schedule of Residential Mobile Homes" at the Park [126] which identified the 12 plots in the South West corner, and Mr Williams' Plot. The "Schedule" identified Plot 2 as vacant and described Plot 9 as a "rental".

38. The planning history of the site started with a planning permission dated 27 October 1961 [172]. The permission allowed the continuation of a caravan site at Morngate Farm. Condition (1) to the permission provided that not more than 20 caravans should be sited on the land at any one time. Condition (3) provided that during the period 31st October to 31st March, not more than 12 caravans should remain occupied. The permission also said that all caravans should be sited in accordance with the approved layout in the southern half of O.S. Field 11. Mr Romans said that his solicitor was unable to obtain a copy of the approved layout, which had not been retained by the Planning Authority.

39. On 21 July 1977 planning permission was granted to increase the number of static holiday caravans from 8 to 30, improve access and generally improve the site including an additional septic tank [31-32]. Condition 7 stated that all the static holiday caravans should be painted in colours to be agreed with the Planning Authority.

40. Condition 4 to the planning permission, which related to landscaping, referred to a plan [173][1]. The plan showed an access road through the centre of the site. On the left hand side looking south there were two separate enclosures. The first enclosure had 12 pitches, whilst the second enclosure had nine pitches. Plot 48 is located in the first enclosure. On the right hand side, again looking south, a car parking area was located at the top of the Park. There was another enclosure to the south of the car park containing nine pitches. Beyond this enclosure, to the South there appeared to be another area with six or possibly seven pitches marked. Finally there appeared to be 10 pitches

[1] The Applicants supplied a more legible copy of the plan in their additional documents [70II].

in the South West corner of the site. The Tribunal formed the view that this plan was primarily drawn to identify the proposed improvements to the landscaping of the site in accordance with condition 4, many of which appeared not to have been carried out.

41. The Applicants provided a letter from the Chief Executive of the Planning Authority dated 26 August 1977 in their additional documentation [70KK]. This letter was addressed to Mr S W Best of SWB Finance Co Ltd and referred to the planning permission of 21 July 1977. The Chief Executive said that *"It is true that these (12 residential mobile homes) are not specifically mentioned in the permission but this refers to your plan on which they are quite clearly shown".*

42. As part of the planning permission granted in July 1977 the owner of the Park entered into a section 52 agreement which required the land edged blue on the plan to be used as an amenity/recreational area with a prohibition on the siting of any caravan or structure in this area.

43. On 2 October 1989 the Planning Authority refused an application for change of use of the site from holiday caravans to a mobile home park [169].

44. On 13 January 1992 permission was granted for development described as "*Use land to site caravan for use as permanent residence for site warden*" [170]. This permission had an attached plan which showed 27 pitches on the left hand side of the park and six pitches on the top right hand side, including the warden's caravan. The plan identified twelve pitches in the south west corner described as existing mobile homes [171].

45. On 30 January 2015 a Certificate of Lawful Use or Development was granted in respect of *"The unrestricted residential occupation of 30 mobile homes granted consent under planning reference 1/E/77/000197"* (21 July 1977 planning permission) [33]. The certificate recorded that no occupation restriction was placed on the planning permission granted on 21 July 1977.

46. The first site licence included in the bundle was dated 2 September 1978 [133]. The licence was granted to a Mr J W Jackson and Mrs D M Jackson, who the Tribunal believes were the parents of Mr Andrew Jackson. The licence imposed three conditions. Condition (c) provided that "*Not more than thirty Seasonal and twelve Residential caravans should be stationed on the land at any one time*".

47. The licence agreement between A & M Properties (Dorset) Limited and Ann Ashmore referred to a site licence dated 3 May 1983 which had not been located by the Respondent.

48. The next site licence in the bundle was the one granted on 2 September 1978 which was endorsed with a notice that the licence was transferred

to A & M Properties (Dorset) Limited with effect from 1 May 1985 [134].

49. On 21 September 1989 the Council amended the conditions to the site licence to the effect that the thirty seasonal caravans might be occupied from the 16 March to 14 January in the following year [136]. The previous condition was that caravans might only be occupied from 16 March to 31 October in each year.

50. On 12 June 2012 A & M Properties (Dorset) Ltd applied for a variation of the condition governing the occupation of the seasonal caravans. On 25 October 2012 the Council granted the application and varied the condition so as to permit the 30 seasonal caravans to be occupied all year round [135].

51. Turning now to the law under section 5(1) of the 1983 Act, *protected site* has the same meaning as in Part I of the Caravan Sites Act 1968 ("the 1968 Act").

52. Section 1(2) of the 1968 Act defines "*protected site*" as follows:

> "For the purposes of this Part of this Act a protected site is any land in respect of which a site licence is required under Part I of the Caravan Sites and Control of Development Act 1960 or would be so required if paragraph 11 or 11A of Schedule 1 to that Act (exemption of gypsy and other local authority sites) were omitted, not being land in respect of which the relevant planning permission or site licence -
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> (a) is expressed to be granted for holiday use only; or
> (b) is otherwise so expressed or subject to such conditions that there are times of the year when no caravan may be stationed on the land for human habitation".

53. Ms Sargent for the Respondent contended that as at the 1 March 2001, when the licence agreement was made, the planning permission and the site licence in respect of Plot 48 were expressed to be granted for holiday use only. According to Ms Sargent this meant that Plot 48 was not land forming part of a protected site and that the 1983 Act did not apply to the licence agreement between A & M Properties (Dorset) Limited and Ms Ashmore and the assignment to Miss Newey.

54. In support of her contention, Ms Sargent relied on the wording of the planning permission granted on 21 July 1977 and the site licence for 21 September 1989 which were in force when the licence agreement was entered into.

55. In respect of the planning permission, Ms Sargent submitted it was clear that the development related to holiday caravans by its reference to increasing the number of static holiday caravans from 8 to 30. Ms Sargent accepted that the 1977 permission, unlike the 1961 permission, had no temporal condition restricting the occupation of the holiday

caravans to specific times of the year. Ms Sargent, however, suggested this did not matter because the permission with its reference to holiday caravans met the requirements of section 1(2). That is to say, the permission was expressed to be for holiday use only or otherwise so expressed.

56. Ms Sargent stated that if the Tribunal was not with her on the construction of the planning permission, the terms of the site licence were clear in that they contained an express condition restricting the occupation of the seasonal caravans from 16 March until 14 January in the following year. This condition met the requirement of section 1(2)(b), namely, there were times of the year when no caravan could be stationed on the land for human habitation (see *Brightlingsea Haven Limited, Hamerton Leisure Limited v Jacqueline Morris* [2008] EWHC 1928 (QB) [13] for construction of this condition).

57. The soundness of Ms Sargent's submissions depends upon whether the relevant planning permission and site licence identified a separate and distinct part of the Park for the location of holiday caravans from that for the siting of residential caravans. Ms Sargent relied on the decision in *Berkeley Leisure Group Limited v Hampton* [2001] EWCA Civ 1474 for her proposition that it was permissible to treat the Park as divided into two or more parts for the purposes of identifying any protected site. Ms Sargent insisted that the Park had two distinct parts: holiday and residential, and that Plot 48 was located in the holiday part.

58. Ms Sargent argued that the Certificate of Lawful Use dated 30 January 2015 (33), which permitted the unrestricted occupation of the 30 static holiday caravans, had no bearing on this case. According to Ms Sargent, the Certificate only had a prospective effect from when it was granted even though the Certificate was based on the construction of the 1977 permission. The Certificate recorded that *"no occupation restriction was placed on the planning permission reference 1/E/77/000197 which gave consent to increase the number of static caravans from 8 to 30".*

59. Ms Sargent stated that the Planning Authority, when granting the Certificate, would have been bound by the decision of the High Court in *I'm Your Man! Ltd v Secretary of State for the Environment* [1999] 77 P & CR 251 which made it clear that a restriction on use in a planning permission must be imposed by way of condition. The 1977 permission had no condition restricting occupational use of the static holiday caravans.

60. Ms Sargent said it was not appropriate to apply case law to the interpretation of a planning permission which had been granted some 20 years before the decision in *I'm Your Man* clarified the law.

61. The Applicants relied on guidance on *"Park Homes: Site Licensing: Definition of Relevant Protected Sites"* published by the Department

for Communities and Local Government (DCLG) in January 2014. The guidance stated that mixed use sites were protected sites and that the site licence was subordinate to the planning permission.

62. The Applicants considered the facts in *Berkeley* had no relevance to this case. The Applicants pointed out that *Berkeley* involved an employee with no written licence.

63. The Applicants argued that the planning permission of 21 July 1977 contained no seasonal restriction, in which case there should never have been any seasonal restrictions placed on the Park.

64. The Applicants maintained that the Respondent was wrong to rely on the site licence as amended on 21 September 1989 because it did not comply with the requirements of the planning permission. In their view the amendment in 2012 giving permission for occupation of the 30 holiday caravans all the year round reflected the true position. The Applicants said that the amendment did not have the effect of revoking the site licence and replacing it with a new one. The amendment merely reflected what the site licence should have said from 1977.

65. Ms Sargent in response stated that the DCLG Guidance did not establish what the law was, and that it should be disregarded if the advice conflicted with established case law. Ms Sargent said the guidance was wrong in law in three respects: the site licence was not subordinate to planning permission; a change to the planning permission did not automatically change the terms of the site licence; and that where parts of the park were governed by different planning permissions and or site licence conditions, the focus must be on the permission and or licence condition that govern the part of the park in which the pitch in question was situated. Ms Apps also pointed out that the Guidance related to the definition of a "Relevant Protected Site" in the 1960 Act rather than the definition of "Protected Site" in the 1968 Act which was pertinent to this Application.

66. Ms Sargent stated that the Tribunal was not entitled to ignore the terms of the site licence as at the date of the agreement in March 2001. In Ms Sargent's view the 2012 amendment to the site licence did not have the effect of rendering invalid what had gone on before.

67. The Tribunal starts with its analysis of section 1(2) of the 1968 Act. The Tribunal observes that the opening part of section 1(2) provides the overarching definition of a protected site, which is any land in respect of which a site licence is required under the 1960 Act. Section 1(2) then provides a qualification to the overarching definition of a protected site, by stating that it does not apply to land to which the relevant planning permission or site licence is expressed to be for holiday use only or otherwise so expressed or subject to conditions preventing occupation of caravans during specific parts of the year. The Tribunal takes the view that the qualification needs to be looked at as a whole (the "ors" are conjunctive rather than disjunctive) with the result that the last two

limbs of the qualification "otherwise so expressed", and "conditions" are variants of the first limb "holiday use only". The Tribunal is satisfied that the operative word in the first limb is "only". Thus the qualification is engaged when the relevant permission and or licence restricts the use of the caravans on the site exclusively to holiday or seasonal use.

68. The Tribunal's preliminary position is that the Park is a protected site because the planning permission and the site licence expressly provided for residential use *and* holiday use. In the Tribunal's view the provisos to Section 1(2) of the 1968 Act were not engaged.

69. The Tribunal does not consider this interpretation of section 1(2) in relation to mixed use sites puts the site owner in jeopardy of enforcement action for breach of a planning or licence condition restricting the use of seasonal caravans on mixed sites. In such circumstances a prudent site owner would ensure that the agreement with the occupier of the seasonal caravan incorporates the restrictions on occupation. If the site owner fails to do this, any ensuing enforcement action would be a consequence of the site owner's lack of care and has nothing to do with the treatment of a mixed use site as a protected site. Also the protections under the 1983 Act only apply if both requirements of 1(1): "protected site" and "only or main residence" are met.

70. The Tribunal now turns to the decision in *Berkeley*. In order to understand the decision it is necessary to recite the facts of the case in some detail which are taken verbatim from the case report:

> "[2] This is an appeal by the Berkeley Leisure Group Ltd ("Berkeley") from an order of His Honour Judge Rice made in the Southend County Court on 4 May 2001. The judge's order dismissed Berkeley's claim against Mr Frederick Roy Hampton for possession of a caravan pitch and its immediately surrounding area known as 64 Halcyon Park, Pooles Lane, Hullbridge, Essex. Berkeley appeals to this court with the permission of the judge.
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> [3] Halcyon Park is a fairly substantial caravan park, about four hectares in extent, on the south side of the inland end of the estuary of the River Crouch. Planning permission for its use as a caravan park was first given in the 1950s, and since then there have been fairly frequent changes in the terms of the relevant grants of planning permission which it will be necessary to look at in a little detail. Berkeley purchased the park in 1997 from the previous owner, Mr Bill Caton.
>
> [4] Mr Hampton used to work for Mr Caton as a general handyman, doing maintenance work (including plumbing and gardening) at the caravan park. From about 1987 he was allowed to live rent-free in a caravan on plot 34. In 1993 he began living with a partner, Mrs Helena Last, and Mr Caton allowed Mr Hampton and Mrs Last to move to a

larger caravan on plot 64, which is in the extreme north-east corner of the park. In 1995 Mr Hampton bought his own mobile home and installed it on plot 64.

[15] The first planning permission which was unlimited in time was granted by Essex County Council on 5 November 1963. It was for use of the land as a holiday caravan park, subject to seven conditions. Condition 1 was:

> "Caravans on the site shall only be occupied during the period 1 March to 31 October in each year."

[16] The reason for this condition was:

> "The site is not considered suitable as a permanent residential caravan site."

[17] Then on 18 January 1993 the local planning authority (which was by then not the County Council but Rochford District Council) granted planning permission for 12 specified caravan pitches and caravans to be used for permanent residential use by their then occupiers, all of whom are specifically named in the permission. They did not include Mr Hampton. At the end of occupation by any of these named individuals the prohibition on permanent residential use was to arise again, with a restriction to occupation from 1 February to 30 November. The reasons stated for the conditions were that the permission had been granted as an exception to the general restrictive policies in the green belt in view of the personal circumstances of the various occupants concerned. The change in the "close season" from four months (that is from November to February inclusive) to two months (December and January) had apparently been made on appeal in 1982, although the documents relevant to that are not in evidence.

[18] The changes made by the planning permission granted on 18 January 1993 were reinforced by a s 106 agreement (see s 106 of the Town and Country Planning Act 1990) entered into on the same date between Mr Caton, the 12 permanent occupiers, and Rochford District Council.

[19] Finally (so far as planning permission is concerned) on 31 October 1996 Rochford District Council gave permission for 36 caravans on specified sites to be occupied on a permanent basis and without regard to the "close season" in December and January. These 36 caravan pitches are shown on an approved plan (designated 1140-96) and are all within a defined area to the centre and west of the Halcyon Caravan Park. They include some but not all of the 12 which had transitory individual permissions. There was a condition reiterating the prohibition on permanent unrestricted residential occupation throughout the rest of the park. The stated reason for the condition was:

> "To ensure that caravans to be used for permanent unrestricted residential occupation lie within the [defined] area; as presently only those within that area will have sufficient height above ground level, without

> remedial levelling works, to minimise the potential for loss of life, or property, from flooding."
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> [20] I can deal much more shortly with the position of site licences under the 1960 Act. A licence was first issued to the park on 26 January 1966. Its terms were subsequently amended several times in order to keep in step with the changing planning situation. The site licence was on 5 January 1998 transferred to Berkeley. In its latest amended form (dated 19 October 1998) it contains (among numerous other conditions) the following condition (numbered 18):
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> > "Caravans stationed on the land shall only be used for occupation during the period from 1 February to 30 November in any year with the proviso that the caravans specified under planning consents [then it specifies the two consents] may be occupied between 1 December and 31 January in the following year subject to the conditions attached to those consents."
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> [21] The caravans covered by those two planning permissions are of course the overlapping groups of 12 and 36 caravans already mentioned, and they do not include the caravan on plot 64"

71. The Tribunal notes that Halycon Park started off as a site for holiday/seasonal caravans where occupation was limited to the period 1 March to 31 October. In 1993 the Planning Authority gave permission for 12 specified caravan pitches and caravans to be used for permanent residential use by the then occupiers who were named on the planning permission. In 1996 the Authority granted permission for 36 caravans on specified sites to be occupied on a permanent basis. Again the Authority designated the residential sites in the permission and on the approved plan, which were all within a defined area to the centre and west of Halycon Park. The Authority also imposed a condition prohibiting permanent unrestricted residential occupation throughout the rest of the Park. The reason given for the condition was to ensure that unrestricted residential occupation was confined to those areas with no risk of flooding. Plot 64, which was occupied by Mr Hampton, was not designated in the two permissions as one of the residential sites.

72. In the Court of Appeal, Counsel for the parties adopted diametrically opposed interpretations of the statutory definition of a protected site. Mr Lewison QC, for the site owner, argued that the correct approach was to focus on Plot 64 on its own and treat it as not being part of the same caravan site as the defined central enclave of Halycon Park. Mr Weekes in contrast considered Mr Lewison's multi-site analysis as bizarre and impermissible requiring words to be read into the statute. Instead Mr Weekes submitted that the relevant caravan site was undoubtedly the entire Halycon Park site, which was recognised by the fact that the whole of Park was covered by a single site licence.

73. The Court of Appeal decided that Plot 64 was not on land forming part of a protected site. The Court's rationale was set out at paragraph 35:

> "Mr Weekes' step-by-step argument has its attractions. However, his first step is in my view by no means as clear as he has submitted. It is true that under s 6 of the Interpretation Act 1978 "a caravan" in s 1(4) of the 1960 Act can "unless the contrary intention appears" include caravans (in the plural), and in some places (for instance s 5 of the 1960 Act) it is clear that it must have that extended meaning. However, if the terms of a planning permission and a site licence distinguish between different parts of a caravan park as regards the permitted user, it may be both natural and necessary to treat the area as divided into two or more parts for the purposes of identifying any "protected site". Indeed Mr Lewison, in his very short but very effective reply, insisted that the court should concentrate on plot 64 alone. Whether one concentrates simply on plot 64 or on the different planning status of the two parts of the site, the fact is that in this case there is apparently a physical basis - that is, susceptibility to flooding - which does effect a division between two parts of the site".

74. The Tribunal does not consider the Court of Appeal's ratio undermines the general proposition that mixed use sites are protected sites within the meaning of section 1(2) of the 1968 Act.

75. Ms Sargent relied on *Berkeley* for her contention that the Tribunal should focus on Plot 48 and its relationship with the rest of the Park. The Tribunal notes that the Court of Appeal saw merits in both Counsels' arguments. In the Tribunal's view, the ratio of the Court of Appeal's decision is found in the middle of paragraph 38, namely,

> "However, if the terms of a planning permission and a site licence distinguish between different parts of a caravan park as regards the permitted user, it may be both natural and necessary to treat the area as divided into two or more parts for the purposes of identifying any "protected site".

76. The Tribunal decides that the correct approach in law, when determining the question of what amounts to a protected site, is to start with section 1(2) of the 1968 Act, which excludes holiday only sites from the definition of protected site. The next step is then to consider the test in *Berkeley* which requires the Tribunal to examine whether the terms of the planning permission and site licence distinguish between different parts of the Park and if so whether it is both natural and necessary to treat the Park as divided into two or more parts for the purposes of identifying a protected site.

77. Ms Sargent's submissions for Applicant were predicated on the basis that it was possible to divide the Park into two parts: residential and holiday. Ms Sargent argued that the residential part was restricted to the south-west corner of the Park, and the rest represented the holiday part. According to Ms Sargent, Plot 48 was located in the holiday part and on land that did not form part of a protected site.

78. The Tribunal decided that the facts did not support Ms Sargent's submissions.

79. The Applicant's characterisation of the site, with the residential part in the south-west corner, was undermined by the fact that Plot 45, which had the benefit of a 1983 Mobile Homes Act statement, was located outside the residential part identified by the Applicant.

80. The critical issue for the test in *Berkeley* is whether the relevant planning permissions and site licences distinguish between different parts of the Park. Although the 1977 permission when read with the 1961 permission and the site licence in force as at November 2003 authorised the siting of 12 residential caravans and 30 static holiday caravans on the Park, the permissions and the licence did not specify which of the 42 Plots were reserved for residential use. The 1977 permission and the relevant site licence did not designate separate areas in the Park for residential and holiday use respectively.

81. The Applicant adduced no evidence of distinguishing physical features which required parts of the Park to be used in a particular manner. For example, there was no suggestion that parts of the Park were more susceptible to flooding.

82. The final part of the factual matrix as at 1 March 2001 was the risk of enforcement action being taken against the site owner for breaching the requirement of having more than 12 caravans occupied throughout the year. Mr Lewison QC advanced this as the major reason in *Berkeley* for considering the disputed Plot on its own. It is important to note that the Park Owner in *Berkeley* conceded that the home was the only or main residence, so the option of ensuring compliance with planning conditions through the terms of the occupational agreement for plot 64 was not available[2].

83. In this case the Respondent accepted that the 1977 planning permission did not contain a specific condition preventing the occupation of the caravans throughout the year. The decision in *I'm Your Man,* which clarified planning law by making it clear that a restriction on use in a planning permission must be imposed by way of condition, was published in 1999, and should have been known at the time the licence agreement was made in March 2001. In those circumstances the Tribunal considers that in this case the risk of enforcement action against the site owner for breach of planning permission and site licence condition would have been remote. The Tribunal is satisfied in this case that the site licence condition for seasonal occupation was inextricably linked to the planning permission.

84. The Tribunal finds that

    (i) The planning permission and the site licence for the Park were not restricted to holiday use or otherwise so expressed or subject to a condition to the like effect.

    (ii) The relevant planning permission and site licence did not designate the Park into separate holiday and residential sectors.

[2] See paragraph 69.

(iii) It was not natural and necessary to divide the Park into two or more parts to identify a protected site.

The Tribunal, therefore, concludes that the Park in its entirety was a protected site, and that Plot 48 was land forming part of a protected site.

Only or Main Residence

85. The second issue which has to be considered by the Tribunal, is whether Mrs Ashmore and subsequently Miss Newey occupied the mobile home at Plot 48 as their only or main residence.

86. The Applicants stated that they moved to the Park in October 2009 when they took a winter let of one of the lodges from October to March/April. They did the same the following year when the let finished in May 2011. The Applicants said that before they took up a winter let they asked Mr Jackson whether they were entitled to reside there all winter. According to the Applicants, Mr Jackson replied in the affirmative, stating that he had planning permission for 12 months a year use.

87. The Applicants advised that the Plots used for winter lets were 2, 3, 5, 6, 7, 10, 11 and 12. The Applicants also said that in October 2009 there were 12 other "holiday" homes on the Park (Plots 14, 15, 22, 23, 26, 27, 30, 41, 42, 43, 48 and 49) which had been occupied on a permanent residential basis for a significant number of years.

88. The Applicants said that they saw Plot 48 advertised for sale in a local estate agents. At the time Plot 48 was on the market for £35,000 which included the pitch fee and service charges.

89. Miss Newey said that prior to the purchase of Plot 48 she had a conversation with Mr Jackson regarding the status of Plot 48. Mrs Newey stated that Mr Jackson told her that they had the right to full-time residence of Plot 48, 12 months a year without any seasonal or holiday restrictions. According to Miss Newey, Mr Jackson also said that their occupancy of Plot 48 was to be on the same basis as those owners living on the Park governed by the residential site licence except that Miss Newey and Mr Hall would be paying a higher annual rental than those in the residential area because they received the benefit of fully serviced grounds with a full time manager on call. Miss Newey insisted that Mr Jackson did not state that their occupancy would be under a holiday licence.

90. The Applicants stated their purchase of Plot 48 was facilitated by Mr Jackson who they said acted as broker. The Applicants asserted they placed reliance on Mr Jackson's representations because he was also a solicitor specialising in leases, licences and property law at a practice in Poole. The Applicants regarded Mr Jackson as trustworthy. The Applicants did not engage the services of an independent solicitor for the purchase.

91. The Applicants had no contact with Mrs Ashmore, the occupier of Plot 48, until the day of the assignment when Miss Newey and Mrs Ashmore signed the endorsement on the licence agreement which read

"Licence transferred from Mrs A D Ashmore to Alison Newey on Wednesday 1 June 2011". The Applicants said that Mr Jackson was present during the meeting with Mrs Ashmore. The Applicants acknowledge that Mr Jackson did not sign the endorsement recording the assignment.

92. The Applicants said that before signing the assignment they asked to see a copy of the Park Rules. They were told that they were on display in the site reception. The Applicants also believed Mrs Ashmore who they described as a fastidious lady when she said that she had not seen them. The Applicants did not ask for a copy of the site licence.

93. The Applicants said they paid £10,000 for the assignment which included £4,000 for pitch fees and service charges. The Applicants stated that they secured the home at a "knock-down" price because Mrs Ashmore had moved into a flat and could no longer afford the running of the mobile home at Plot 48.

94. The Applicants said they were not shown a copy of the Park Rules and the site licence when the licence was assigned to them

95. Miss Newey denied that she had a conversation with Mr Jackson about the period of time she was entitled to keep the mobile home on the Park, when, according to Mr Jackson's statement, it was clear that Miss Newey understood the assignment was for a finite period of time and that she would not be offered a new one after the expiry of the current agreement.

96. The Applicants asserted that there was nothing in the licence agreement which prohibited occupation of the home throughout the year. Further the Applicants maintain that the licence makes no express mention of a restriction to "Holiday" or "Seasonal" use.

97. The Applicants produced a letter from Mr Jackson dated 20 September 2012 about whether VAT was payable on pitch fees and service charges [70U]. Mr Jackson advised them that they were not liable to pay the VAT because they lived permanently on the Park and the lodge/caravan was their principal private residence. The Applicants pointed out that this letter pre-dated the endorsement to the site licence permitting the 30 seasonal caravans to be occupied all year round.

98. Mr Romans said he had been a member of the British Holiday and Home Parks Association (BH & HPA) for a number of years, and was fully aware of the differences in law as it applied to owner occupied caravans on residential parks and owner occupied caravans on holiday parks.

99. Mr Romans stated that the set up of a holiday caravan business model was different to that of a residential park. Mr Romans said that the sale price of a holiday caravan was usually less than a sale of a park home, the duration on the holiday site was for a fixed period between 10 and 25 years, and the pitch fee was generally more for holiday caravans.

100. Mr Romans said that he had not been given a copy of the assignment with Miss Newey but he accepted that a sale of the mobile home and

transfer of the agreement took place between Mrs Ashmore and Miss Newey.

101. Mr Romans said that the original agreement for Plot 48 between A&M Properties (Dorset) Ltd and Mrs Ashmore together with the attached Park Rules were handed over when his company purchased the Park.

102. Mr Romans said that the agreement for Plot 48 had features in common with agreements associated with holiday/seasonal lets of caravans. The licence was for a fixed term of 16 years which came to an end on 28 February 2017.

103. Mr Romans stated that the pitch fee payable under the agreement for Plot 48 was much higher than the general pitch fee payable on a home with a 1983 Act agreement. For the latter Mr Romans said that his Company would charge a pitch fee of around £70 per week which was approximately a third of the pitch fee for Plot 48. Mr Romans said that the pitch fee for Plot 48 was payable annually in advance whereas pitch fees for homes with a 1983 Act were payable monthly. Finally Mr Romans stated that the pitch fee for plot 48 was increased significantly more than RPI which would not have been allowed if the agreement had been subject to the 1983 Act.

104. Mr Romans pointed out that under the agreement for Plot 48 the Park Owner could charge commission of 15 per cent whenever the home was sold. Mr Romans said this rate of 15 per cent was higher than the 10 per cent commission allowed by law on transactions with caravans with the benefit of 1983 Act agreements.

105. Mr Romans stated that the agreement for Plot 48 was not in the same form as the agreements for the residential mobile homes on the Park. In this respect Mr Romans exhibited the agreement for Plot 45, which was a written statement under the 1983 Act [97-123].

106. Mr Romans said that the price of £6,000 paid by Miss Newey for the home on Plot 48 was a gift if it had the benefit of a 1983 Act agreement According to Mr Romans, the market price for such a home would have been in the region of £60,000, and the Park Owner would have offered considerably more than £6,000 for such a valuable asset.

107. Mr Romans stated that the holiday caravans and the residential homes on the Park were subject to different sets of Park Rules. The Rules attached to the agreement for Plot 48 applied to the holiday caravans on the Park, and were different in form to the Rules for the residential homes, a copy of which was exhibited at [124-125].

108. Mr Romans said that during his enquiries into the purchase of the Park Mr Jackson supplied him with a document headed "HOLIDAY UNITS" [96]. The list of 31 plots showed 17 units owned by Mr Jackson's company, 2 vacant pitches and 12 units owned by individuals. The list identified Plot 48 as L8 and Miss Newey as the owner. Mr Romans pointed out that his company had purchased the majority of the owner occupied caravans named on the list for prices in the range of £6,000 to £10,000.

109. The Respondent included a witness statement from Mr Jackson in the bundle. Mr Jackson was not called to give evidence. The reason given by the Respondent was that Mr Jackson spends the majority of his time in Spain.

110. Mr Jackson said that he could not remember having a conversation with Miss Newey about the status of Plot 48 before she took over the licence agreement. Mr Jackson, however, stated that it would not be unusual for him to have a conversation with buyers on the holiday side of the Park in order to point out the terms of their occupation which at the time was subject to a holiday licence from the Council.

111. Mr Jackson acknowledged that he would have acted as an intermediary between Mrs Ashmore and Miss Newey in respect of the proposed sale and purchase. Mr Jackson recalled that they negotiated the sale price which he believed to be in the region of £13,000.

112. Mr Jackson said that his company did not enter into a new agreement with Ms Newey when she bought the mobile home. Mr Jackson's reasoning for this was to make it clear when the agreement would come to an end.

113. Mr Jackson exhibited a copy of a letter to Mr and Mrs Newey dated 17 January 2011 which demanded the pitch fee and service charge for the 2012 season. In the demand Mr Jackson used the term "holiday home" on three occasions. Mr Jackson said there was typographical error in relation to the date of the letter which should have read 2012 instead of 2011.

114. Mr Jackson could not recall whether he drafted the original licence agreement or used a template produced by BH & HPA. Mr Jackson said that he could not and did not grant the right to Mrs Ashmore or to Miss Newey to live in their homes as their main or only residence. This was because the site licence as it applied to this part of the Park had a seasonal restriction where caravans could not be occupied for a period of time. Mr Jackson said he was always very mindful of this and that the Council could take enforcement action.

115. Mr Jackson stated that in 1989 he applied unsuccessfully for change of use to a mobile home park which was turned down. Mr Jackson said it was a struggle to ease the seasonal restriction stipulated in the site licence for holiday caravans.

116. The question for the Tribunal is whether the agreement of 1 March 2001 entitles the licencee to occupy the mobile home as her only or main residence.

117. The Tribunal's starting point is the agreement itself. The agreement permitted the licencee to station one lodge on pitch number L8 or such other pitch as may be available at the commencement of the licence as the Park Owner may from time to time during the continuance of the licence require the licencee to occupy.

118. The agreement was for 16 years from 1 March 2001 unless sooner determined in accordance with the provisions of clause 9. Under the terms of the agreement the licencee was required to pay an annual

payment in advance, which at the time of the agreement was £1,600 plus VAT reviewed on 1 January in each year.

119. Clause 4(4) of the agreement sets out the terms of the use of the lodge which is for private occupation only and or the occupation of the licencee and his family and no others. Clause 4(4) prohibited the carrying on of any trade or business without the prior express written consent of the Park Owner. Clause 4(4) placed no other limitations on the occupation of the lodge.

120. The Tribunal observes that the agreement had no express provision which said that the lodge must be used for holiday purposes only or could only be occupied during specific periods in the year. The agreement did not prohibit use of the lodge as only or main residence.

121. The Respondent relied on clauses 4(2) and 4(9) of the agreement to establish that licencee was not entitled to occupy the lodge as her only or main residence.

122. Clause 4(2) required the licencee to observe and comply with the Park Rules, which were attached to the agreement. The Respondent relied on references in rules 1 and 2 to the opening of the season (15 March), the end of the letting season (31 October), and the winter storage charge.

123. The Applicants said that Mrs Ashmore had never seen a copy of the Park Rules. Further the Applicants said they were not provided with the Rules when they asked to see them before Miss Newey signed for the assignment.

124. The Applicants asserted that there was no mention of the terms "holiday" or "holiday home" in the Rules. The Applicants insisted there was no restriction to holiday use implied or expressed by the Rules.

125. The Applicants contended that the Park Rules had no relevance because they were now redundant by virtue of The Mobile Homes (Site Rules) (England) Regulations 2014. The Tribunal considers the 2014 Regulations have no application to this case. The Tribunal is concerned with the Park Rules that were in operation at the time the agreement was struck in 2001.

126. Clause 4(9) obliged the licencee at all times to observe and perform the terms of the site licence. Ms Sargent insisted that the site licence limited occupation of Plot 48 to the period 16 March to 14 January the following year. The Respondent, however, acknowledged that its solicitors had been unable to locate the site licence cited in the agreement. The Applicants' position was that reference should be made to the current site licence because that reflected the true position in connection with the Park.

127. The Respondent relied on Mr Romans' evidence about the agreement having features of a holiday let rather than a Mobile 1983 Act agreement in support of its assertion as to the lack of Mrs Ashworth's Miss Newey's entitlements. Mr Romans emphasised that the high pitch fee, the ability to increase the pitch fee without reference to RPI and the rate of commission charged by Mr Jackson on sales were more

characteristic of a holiday let. Mr Romans also considered the price paid by Miss Newey indicated that this was holiday let agreement shortly to be terminated.

128. The Applicants considered Mr Roman's evidence irrelevant to the question of only or main residence. The Applicants argued that the purchase price paid by Miss Newey carried no weight. In their view once the initial purchase had been transacted subsequent selling prices were of little concern to the Park Owner, save in respect of the commission payable. In their view the continued payment of the pitch fees and service charges were worth more to Mr Jackson than the opportunity to purchase back the home.

129. The Applicants placed great store on the historic use of the Park. The Applicants asserted that the "holiday" section of the Park was used extensively for residential use for more than a decade prior to the 2012 site licence endorsement. They stated that Plot 48 was used as a permanent home from the outset. According to the Applicants up to 19 of the 30 pitches (63 per cent) were either sold for residential use or rented as winter let homes.

130. Mr Romans had no personal experience of how the Park was used prior to the purchase of it by his company. Mr Romans relied on what he had been told by Mr Jackson. Although the Respondent had obtained a witness statement from Mr Jackson, he was not called to give evidence. The Applicants said it would have been helpful to have questioned Mr Jackson on the historic use of the Park. The Applicants pointed out that Mr Jackson had told them in 2009 that the planning permission had allowed all year round use which contradicted his evidence in the witness statement of being mindful of the restrictions in the site licence and planning permission.

131. The Tribunal now turns to its decision on "only or main residence". The Court of Appeal in *Murphy* made it clear that for there to be an agreement to which the 1983 Act applies, there must be an agreement falling within section 1 from its inception. In this case the Tribunal is concerned with the position as at 1 March 2001 when the original agreement was made with Mrs Ashmore. The Tribunal is satisfied that the assignment to Miss Newey did not amount to a variation of the agreement.

132. The Tribunal finds that the agreement allowed Mrs Ashmore to station her mobile home on Plot 48 and to enjoy exclusive possession of the home as a private residence for her and her family. The Tribunal places weight on the fact that the agreement did not impose any limitation on Mrs Ashmore's occupation of the home except she could not use it for business purposes except with the written consent of the Park Owner.

133. The Tribunal is not persuaded by the Respondent's submissions on clauses 4(2) and 4(9). The Park Rules (clause 4.2) contained no specific rule stating that occupiers could only live in their mobile homes during the season and had to vacate them for a specific period. The references in the Rules to the opening and closing of the season were tangential, and did not relate directly to the mode of occupation. The reference to

"opening" related to the payment of the annual fee. The reference to "closing" was to cover the situation if the occupiers decided not to renew their licence. The Tribunal also considers it significant that the date given in the Park Rules for the end of the letting season did not correspond with the date given in the site licence amended on 21 September 1989. This indicated that Mr Jackson did not update the Park Rules, which suggested that he did not attach significance to them.

134. The Tribunal considers the Respondent's submission on clause 4(9) that the site licence restricted Plot 48 to seasonal occupation is not correct. The licence did not identify which Plots were restricted to seasonal occupation. The Tribunal notes that the site licence dated 3 May 1983 and cited in the agreement had not been traced.

135. The Tribunal is not convinced by Mr Romans' evidence on the terms of the agreement. The Tribunal questions the relevance of that evidence to the issue of only or main residence. The Tribunal considers that Mr Romans appeared to be dealing with a different issue, which was whether the licence agreement had the hallmarks of a written statement under the 1983 Act. In the Tribunal's view, it does not follow that an agreement without the hallmarks of a 1983 Act statement must be a seasonal agreement. Further, the Tribunal considers it plausible for the parties to agree for occupation of the mobile home as the occupiers' only or main residence without a 1983 Act statement and without realising the potential implications that such an agreement might fall within the auspices of the 1983 Act.

136. The Tribunal considers the evidence on the price paid by Miss Newey for the assignment had no bearing on the question of only or main residence. The Tribunal is concerned with the position as at 1 March 2001. The parties adduced no evidence of the price of the mobile home when Mrs Ashmore bought it.

137. The Tribunal's next step is to examine the factual matrix at the time the agreement was made. The Respondent relied on the July 1977 planning permission which it said restricted the occupation of Plot 48 to the holiday season. The Tribunal considers that the reasonable man would have noted that the planning permission contained no express condition prohibiting occupation of the mobile home during specific periods of the year. The Tribunal also believes the law as stated in *I'm Your Man* that a restriction on use in a planning permission must be by way of condition would have been available to the reasonable man when interpreting the agreement in 2001.

138. Mr Jackson said in his witness statement that he could not and did not grant any such right to Mrs Ashmore to live at the mobile home as her only or main residence because of the seasonal restrictions placed on this part of the Park by the site licence. The Applicants disagreed with Mr Jackson's evidence of which they gave prior notice on 1 May 2017 in their response to the Respondent's legal statement. The Applicants said that Mr Jackson allowed Mrs Ashmore to occupy her home on a permanent residential basis. If the Respondent wished to challenge the

Applicant's evidence, Mr Jackson should have given testimony at the hearing. The Tribunal prefers the Applicant's evidence regarding the permanent occupation of Mrs Ashmore.

139. As part of the background the Tribunal considers it relevant that Mr Jackson was a solicitor apparently dealing in property law matters . The Tribunal finds that Mr Jackson would have known the pitfalls of not making the parties' intentions explicit in the written agreement. The Tribunal places weight on the fact that Mr Jackson could have avoided uncertainty by describing the agreement as a holiday let and spelling out in the document that Mrs Ashmore's occupation of her mobile home was restricted to ten months in the year.

140. In summary the Tribunal finds that the agreement permitted Mrs Ashmore to station her mobile home on Plot 48 for occupation as a private residence for her and her family. Further the Tribunal finds the agreement did not restrict Mrs Ashmore's occupation of the mobile home on Plot 48 to a specific period during the year, and that if Mr Jackson had intended to place such a restriction he would have ensured that the agreement had an explicit statement to that effect.

141. The Tribunal's conclusion on the meaning of the licence agreement is supported by what actually happened to Miss Newey and Mr Hall when the agreement was assigned to Miss Newey. The Tribunal is satisfied that Mr Jackson allowed Miss Newey and Mr Hall to live in the mobile home throughout the year. Mr Jackson identified Plot 48 as one of the plots on the Park where the occupiers (Miss Newey and Mr Hall) used their pitches as their sole or main residence all year round for the purposes of the VAT exemption on supplies of pitch fee and service charges.

142. The Tribunal notes that Mr Jackson agreed to the assignment of the 2001 agreement to Miss Newey. Mr Romans accepted that the agreement had been transferred to Miss Newey.

143. The Tribunal is satisfied that the agreement of 1 March 2001 entitled Mrs Ashmore and subsequently Miss Newey to occupy the mobile home on Plot 48 as their only or main residence.

Decision

144. The Tribunal finds that the licence agreement of 1 March 2001 entitled Mrs Ashmore and subsequently Miss Newey to station their mobile home on Plot 48 which was land forming part of a protected site; and to occupy the mobile home as their only or main residence.

145. The Tribunal determines that the provisions of the Mobile Homes Act 1983 apply to the agreement made between A & M Properties (Dorset) Limited on the one part and Ann Ashmore of the other part and dated 1 March 2001.

146. The Tribunal orders the Respondent to give the Miss Newey a written statement within 56 days from the date of this decision pursuant to section 1(6) of the 1983 Act. The statement shall include those matters specified in section 1(2) (a-e) of the Mobile Homes Act 1983.

RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.