

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

Reference: RPT/0026/03/05

In the Matter of: 11 Manor Square, Ham Manor Park, Llantwit Major, CF61 1BG

In the matter of: An Application under Section 54 of the Mobile Homes (Wales) Act 2013

APPLICANTS: The Berkeley Leisure Group Limited

RESPONDENT: Mrs G Milton

TRIBUNAL: Tribunal Judge Kelly Byrne
Mr Kerry Watkins, Surveyor Member
Mr Dean Morris, Lay Member

VENUE: Determination on the papers

DECISION

The Tribunal for reasons set out within this decision, find that the Respondent has breached section 3(e) of the Written Agreement, in that the mobile home is in a poor state of repair and condition. The Tribunal further determine that due to the condition of the mobile home, the Respondent is breach of rule 30 of the Park Rules.

The Tribunal ORDERS that the Respondent must carry out repairs to rectify the following defects within 56 days of the date of this decision:

- Part of the facias were splitting and lifting from the home.
- Guttering was not fixed accordingly, allowing water to run down the side of the home.
- Paint was peeling from the home
- Areas of the skirt of the home were coming away, leaving gaps and disjointed areas of the home.
- Windows of the home are rotting in in places and gaps appearing around the frames
- Exterior panels of the home were deteriorating and allowing water ingress.

Background

1. The Tribunal received an application, dated 17th March 2025 from David Blake, Operations Manager for The Berkeley Leisure Group Limited (“the Applicants”), who are the Owners and Operators of the residential Mobile Homes Park known as Ham Manor, Llantwit Major (“The Park”). The application was made under section 54 of the Mobile Homes (Wales) Act 2013. The application is in respect of 11 Manor Square, Ham Manor (“the mobile home”), which is owned by Mrs G Milton (“The Respondent”).
2. The Applicant and the Respondent entered into a written Agreement under the Mobiles Home Act (“the agreement”) on 15th September 2006, in respect of the Respondent siting of a mobile home at pitch 11 Manor Square [p.18-34 of the bundle]. As part of this agreement, contained in The Third schedule is a copy of the Park Rules.
3. The park rules were updated by the Applicant, with the new Park Rules taking effect from 30th July 2015 [p.36-40 of the bundle]

The Applicants' case

4. The application is seeking a determination from the Tribunal as to whether the Respondent is in breach of the Park Rules and Written Agreement, for the Park. In particular the Applicant is asking the Tribunal to determine whether:
 - a) The Respondent is in breach of Park Rule 30 which states:

Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or recovered, homeowners must use reasonable endeavours, not to depart from the original exterior colour scheme.
 - b) Whether the respondent is in breach of the written statement and the Mobile Homes Act 1983 and Part IV of the Express Terms of the Agreement, Section 3(e), which states as follows:-

To keep the mobile home in a sound state of repair and condition and without limitation to the aforesaid. To be responsible for ensuring that all electrical, water, gas and boiler appliances and installation there of comply with all statutory and other requirements governing the same and to keep the exterior there of clean and tidy. PROVIDED ALWAYS that if the occupier fails to comply with the terms of this clause, then the owner may give 28 days' notice in writing requiring the occupier to comply with such terms and if the occupiers has not taken all reasonable steps to comply with this clause within such period then upon the expiry thereof, the owner may enter upon the pitch and carry out such work as may be necessary, and the cost of all such work shall be payable by the occupier forthwith.
5. The Applicant is seeking an order from the Tribunal, requiring the Respondent to remedy the breaches within a reasonable time and they ask that the Tribunal take into consideration the time already given to the Respondent to remedy the alleged breach.

6. In support of their case, the Applicant has served a hearing bundle (90 pages) and updated position statement dated 26th August 2025.
7. The Applicant states that they first wrote to the Respondent on 16th April 2024 to express their concerns regarding the overall general condition of the home. The letter contained the following areas of disrepair:
 - Several windows of the home appeared to be rotten in places.
 - Exterior panels to the home are also rotten in places and delaminating, allowing water ingress into the home.
 - Paint was peeling from the rear and fascias of the home.
8. The Applicant also set out their concerns regarding the general deterioration of the home and the potential impact on the interior, if the issues remained unresolved. The Applicant sign posted the Respondent to the local authority to see if they could assist with any support or advice. The Applicant asked the respondent to contact them within 14 days to outline their intentions to remedy the contraventions.
9. On the 14th of May 2024, the Respondent acknowledged the Applicants letter. The Respondent apologised for the delay in responding and informed the Applicant that they were now in the process of dealing with the issues at the mobile home. On the same day, the Applicant wrote to the Respondent stating that they were willing to work with the Respondent to address the issues at the mobile home. The Respondent was advised that the works would be required to be carried out in a timely manner. An initial six-week period was given.
10. The applicant received a report that no works had been carried out to the home and they therefore wrote to the applicant again on the 22nd of July 2024. In this letter the applicant stated to the respondent that they found them in breach of the agreement and the Park rules. A further 28 days was given for the works to be undertaken and completed. The Applicant was informed that an assessment would be carried out
11. A pitch assessment was carried out on the 29th of August 2024. At the time of the assessment the Applicant states that no work had been undertaken and during this visit the home was assessed further. As part of that assessment, the following areas of concern were noted by the applicant.
 - Part of the facias were splitting and lifting from the home.
 - Guttering was not fixed accordingly, allowing water to run down the side of the home.
 - Paint was peeling from the home
 - Areas of the skirt of the home were coming away, leaving gaps and disjointed areas of the home.
 - Windows of the home are rotting in places and gaps appearing around the frames
 - Exterior panels of the home were deteriorating and allowing water ingress.

12. On 20th September 2024, the Applicant wrote to the Respondent, outlining the above concerns and requested that the Respondent notify the Applicant within 7 days of their intentions to carry out the repairs that were observed at the time of the site inspection.
13. As the Respondent failed to provide a response, the Applicant served a Letter Before Action, requesting that the Respondent contact the Applicant within 7 days and requiring that the works as set out above, be completed within 21 days.
14. The Applicant received no response to this letter and issued a Notice of Breach on 16th January 2025. This Notice provided 28 days for the Respondent to complete the works, expiring on 13th February 2025.
15. On 11th February 2025 a site visit was undertaken. The Applicant states that the work had not been carried out or even started. A further letter was sent to the Respondent on 19th February 2025; no response was received.
16. The Applicant has provided a number of photographs of the mobile home [p.50-58 of the bundle]

The Respondent's case

17. On 26th June 2025, the Tribunal issued procedural directions in respect of this matter. The Respondent was directed to file evidence upon the Tribunal and the Applicant by 12 Noon on 21st August 2025. The Respondent failed to comply with this direction. The Tribunal have received no correspondence from the Respondent in respect of this matter.
18. The only time the Respondent has corresponded with the Applicant, was via a handwritten letter, which was received by them on 14th May 2024 [p.44 of the bundle]
19. As the Respondent has failed to engage with the Applicant and the Tribunal, we have no representations or evidence to consider on her behalf.

The Law

20. Section 48 of the Mobile Homes (Wales) Act 2013 states

Agreements to which Part applies

- (1) *This Part applies to any agreement under which a person is entitled—*
 - (a) *to station a mobile home on a protected site, and*
 - (b) *to occupy the mobile home as the person's only or main residence.*
- (2) *In this Part “occupier”, in relation to a mobile home and a protected site, means the person entitled as mentioned in subsection (1) in relation to a mobile home and the protected site (but see also section 55(2)(b)).*

Section 49(1) of the Mobile Homes (Wales) Act 2013 states

(1) Before making an agreement to which this Part applies, the owner of the protected site must give to the proposed occupier under the agreement a written statement which—

- (a) specifies the names and addresses of the parties,*
- (b) includes particulars of the land on which the proposed occupier is to be entitled to station the mobile home that are sufficient to identify that land,*
- (c) sets out the express terms to be contained in the agreement (including any site rules),*
- (d) sets out the terms to be implied by section 50(1), and*
- (e) complies with such other requirements as may be prescribed by regulations made by the Welsh Ministers.*

Section 54 of the Mobile Homes (Wales) Act 2013 states:-

Jurisdiction of a tribunal or the court

(1) A tribunal has jurisdiction—

- (a) to determine any question arising under this Part or any agreement to which it applies, and*
- (b) to entertain any proceedings brought under this Part or any such agreement, subject to subsections (2) to (6).*

(2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement which has been entered into before that question arose.

(3) The court has jurisdiction—

- (a) to determine any question arising by virtue of paragraph 5, 6, 7(1)(b), 38, 39 or 40(1)(b) of Schedule 2 under this Part or any agreement to which it applies, and*
- (b) to entertain any proceedings arising by virtue of any of those provisions brought under this Part or any such agreement, subject to subsections (4) to (6).*

(4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.

(5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.

(6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4)

Section 230(5A) of the Housing Act 2004 states:

(5A) When exercising jurisdiction under the Mobile Homes Act 1983 or Part 4 of the Mobile Homes (Wales) Act 2013, the directions which may be given by a tribunal under its general power include (where appropriate)—

- (a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;*
- (b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be paid in such manner and by such date as may be specified in the directions;*
- (c) directions requiring cleaning, repairs, restoration, re-positioning or other works to be carried out in connection with a mobile home, pitch or the protected site in such manner as may be specified in the directions;*
- (d) directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.*

Site inspection

21. A site visit was carried out by the Tribunal Panel members on the morning of 9th October 2025 for the purpose of inspecting the areas of disrepair to the 11 Manor Square that had been identified in the Applicant's submission. There were no Representatives from either party present.
22. Due to the Respondents not being present at the site visit, only a visual external inspection was carried out to the property from the adjoining roads and footpaths.
23. 11, Manor Square forms part of a large mobile home park known as Ham Manor Park and is formed within the grounds of a former Manor house on the outskirts of Llantwit Major. Local shops, schools and bus service are nearby. Larger shopping facilities are available in Bridgend and Cardiff which are some distance away.

Decision and Reasoning

24. The Tribunal went on to determine this matter on the papers. The Tribunal has considered all the evidence before it and note the lack of response from the Respondent.
25. As stated, the Applicant is seeking a determination by the Tribunal that there has been a breach of the Park Rules for Ham Manor. They state that park rule 30 has been breached as the Respondent has failed to maintain the outside of the mobile home in a clean and tidy condition.
26. It is also the Applicants case that section 3(e) of the written agreement between the Applicant and the Respondent dated 15th September 2006, which provides that the mobile home shall be in a sound state of repair and condition...to keep the exterior thereof clean and tidy.

27. Section 3(e) further states that if the occupier fails to comply with these terms, the owner may give 28 days notice in writing requiring that the repairs be carried out.

28. The Tribunal, during its site visit on 29th October 2025 were able to view the exterior of the mobile home. The Tribunal observed the following defects, as set out by the Applicant.

- Part of the facias were splitting and lifting from the home.
- Guttering was not fixed accordingly, allowing water to run down the side of the home.
- Paint was peeling from the home
- Areas of the skirt of the home were coming away, leaving gaps and disjointed areas of the home.
- Windows of the home are rotting in in places and gaps appearing around the frames
- Exterior panels of the home were deteriorating and allowing water ingress.

29. The Tribunal determine that these defects place the Respondent in breach of section 3(e) of the written agreement, in that the mobile home is in a poor state of repair and condition. The Tribunal further determine that due to the condition of the mobile home, the Respondent is breach of rule 30 of the site rules.

30. The Tribunal note that the Applicant has been trying to engage with the Respondent since 16th April 2024, only receiving a response once. The Tribunal note that during this period there was a further deterioration in respect of the condition of the mobile home.

31. Having determined that there has been a breach of both the site rules and the written agreement by the Respondent, the Tribunal must consider the order requested by the Applicant which is:

1. That the Respondent is required to maintain their home in accordance with the park rules and agreement
2. That the Respondent will remedy the necessary maintenance in a reasonable time.

32. Considering the application by the Applicant for an order and s.230(5A) of the Housing Act 2004, it is the view of the Tribunal that an order under point 1 above is not within the jurisdiction of this Tribunal and even if it were, it is unnecessary, given these requirements are set out in the park rules and the agreement. An order is not required to re-enforce these requirements.

33. The Tribunal do however make an Order that the Respondent carries out the repairs to remedy the defects as set out in paragraph 11. The Tribunal determine that a reasonable time to undertake these repairs is 56 days from the date of this decision.

It is **Ordered** that the Respondent must carry out repairs to rectify the following defects within 56 days of the date of this decision:

- Part of the facias were splitting and lifting from the home.
- Guttering was not fixed accordingly, allowing water to run down the side of the home.
- Paint was peeling from the home
- Areas of the skirt of the home were coming away, leaving gaps and disjointed areas of the home.
- Windows of the home are rotting in in places and gaps appearing around the frames
- Exterior panels of the home were deteriorating and allowing water ingress.



Tribunal Judge K Byrne
Dated this 3rd day of December 2025

