

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL (WALES)

Reference: File Number: RPT/0009/07/25

In the matter of an application for a pitch fee review under the Mobile Homes (Wales) Act 2013

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| APPLICANT: | Mill Gardens Estate Limited |
| RESPONDENTS: | Patricia Fairhead and William Jones |
| PROPERTY: | 15 Towy View Park, Capel Dewi Road, Llangunnor, Carmarthenshire, SA32 8AT |
| TRIBUNAL: | Patricia Tueje (Tribunal Judge) Hefin Lewis FRICS (Valuer Member) Dean Morris (Lay Member) |
| ON-SITE INSPECTION: | The site was inspected by Mr Lewis FRICS, the Valuer Member, on 13 th November 2025. |
| Hearing Date: | 28 th November 2025 (remote hearing via the Microsoft Teams Platform) |

Decision

Order

With effect from 1st May 2025, the revised pitch fee will be £163.43 per month, being the previous pitch fee plus 2.8% based on the CPI for February 2025, published in March 2025.

Background

1. Towy View Park, Capel Dewi Road, Llangunnor, Carmarthenshire, SA32 8AT (the "Site"), is a protected site under the 2013 Act comprising 54 park homes.
2. The Applicant company is the owner of the Site, which it purchased in 2017.
3. By an agreement between the parties entered into on 14th March 2019, the Respondents occupy 15 Towy View Park, Capel Dewi Road, Llangunnor, Carmarthenshire, SA32 8AT.

4. The review date in the agreement is 1st April, and the last review was 1st May 2024 by agreement.
5. On 28th March 2025 the Applicant served the relevant notice and pitch fee review form on the Respondents proposing an increase in the pitch fee from £158.92 per month, to £163.43 per month, to take effect on 1st May 2025, based on a CPI increase of 2.8%.
6. The Respondents agree in principle that the Applicant may increase the pitch fee in line with the CPI. However, they argue that due to a lack of maintenance, the condition of the Site has deteriorated. Therefore, they have been paying the proposed new pitch fee, less a deduction of £1.026 per week to reflect the maintenance issues they raise, and they intend to continue withholding this sum pending resolution of those matters.
7. Consequently, the Applicant referred the matter to the Tribunal by an Application dated 31st July 2025.
8. Following receipt of the Application, the Tribunal issued an order dated 20th August 2025 which required:
 - 8.1 By 12 noon on 9th September 2025, the Respondents to send a statement, exhibiting any documents relied upon in opposing the Application, together with any legal submissions and supporting case law.
 - 8.2 By 12 noon on 23rd September 2025 the Applicant to send a supplementary statement, legal submissions and case law addressing any new issues raised by the Respondents' submissions, if so advised.
9. An inspection of the Site was carried out by the Tribunal's Valuer Member, Mr Lewis FRICS, on 13th November 2025, attended by both parties.

The Parties' Positions

10. The Applicant submit there are suitable arrangements for general maintenance, gardening, grounds maintenance, and tree care, and argue there has been no deterioration in the condition, or decrease in the amenity, of the Site. Accordingly, the Applicant argues the presumption in section 20 of the 2013 Act applies, namely that the Respondent's pitch fee may be increased by a percentage that does not exceed the relevant change in the CPI.
11. The Respondents argue that there has been a deterioration in the condition, and decrease in the amenity, of the Site and/or adjoining land, thereby displacing the statutory presumption. In particular. The "REQUEST FOR TRIBUNAL DIRECTIONS" section of their Reply particularises the issues complained of (see paragraphs 17 to 45 below).

12. The Applicant's position is that the matters complained of do not represent a deterioration in the condition of the Site or a decrease in amenity at all, or of sufficient weight, to displace an increase in accordance with the CPI.

13. The legislative provisions that apply in this case are found in the 2013 Act.

14. Insofar as is relevant to the issues, section 18(1) states

(1) When determining the amount of the new pitch fee particular regard is to be had to—

(a) ...

(b) any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this sub-paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph),

(c) any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this sub-paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph)

15. Section 20 continues:

(1) Unless it would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee is to increase or decrease by a percentage which is no more than any percentage increase or decrease in the consumer prices index calculated by reference only to—

(a) the latest index, and

(b) the index published for the month which was 12 months before that to which the latest index relates.

(2) In sub-paragraph (1) "the latest index" —

(a) in a case where the owner serves a notice under paragraph 17(3), means the last index published before the day on which that notice is served, and

(b) in a case where the owner serves a notice under paragraph 17(8)(b) means the last index published before the day by which the owner was required to serve a notice under paragraph 17(3).

16. In Wyldcrest Parks Management Ltd v Whiteley [2024] UKUT 55, the Upper Tribunal set out the approach the Tribunal should take in applying these provisions as follows (at paragraph 28):

In summary, where none of the factors in paragraph 18(1) is present, and no other factor of sufficient weight can be identified to displace the presumption of an CPI increase, the task of the tribunal is to apply the presumption and to increase the pitch fee in line with inflation. Where one of the factors in paragraph 18(1) is present, or

where some other sufficiently weighty factor applies, the presumption does not operate or is displaced. Then the task of the tribunal is more difficult, because of the absence of any clear instruction on how the pitch fee is to be adjusted to take account of all relevant factors. The only standard which is mentioned in the implied terms, and which may be used as a guide by tribunals when they determine a new pitch fee, is what they consider to be reasonable. Paragraph 16 provides that, if the parties cannot agree, the pitch fee may only be changed by the FTT if it “considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.” The obvious inference from paragraph 16 is that the new pitch fee is to be the fee which the tribunal considers to be reasonable.

Conclusion on the Issues and the Tribunal’s Decision

17. We have carefully considered the parties’ written and oral evidence, their submissions, and the relevant law. We have also taken into account observations made during the Site inspection on 13th November 2025. Our findings and reasons are set out below, under the headings which reflect the Respondents’ “REQUEST FOR TRIBUNAL DIRECTIONS” section of their Reply (see paragraph 11 above).

The tree overhanging the Calor gas tanks.

18. At the hearing, Mrs Fairhead referred to the risk posed to nearby homes should the tree fall during heavy rain or high winds. Relying on research on the Health and Safety Executive’s website, she is concerned about the proximity of the large tree to the gas cylinders. She continues, the Applicant has not presented any professional advice confirming compliance with the regulations governing bulk storage of fuel tanks, despite this being a condition of the site licence. She also expressed concern about the absence of a fire emergency or evacuation plan or designated assembly points.
19. The Applicant submits that Mrs Fairhead has not adduced any expert evidence to show that the current arrangements pose any risk. Tree maintenance is carried out by specialist contractors, who visit the Site and provide advice. Mr Taylor’s evidence is that the Applicant does not own the gas cylinders, but when the suppliers deliver gas, they would refuse to refill the cylinders if it was unsafe to do so, and the company has not notified any concerns to the Applicant.
20. We do not consider this has caused a deterioration in the condition, or decreased the amenity, of the Site. It was not disputed that the Applicant has engaged specialist contractors to advise on maintenance of the tree. In reality, Mrs Fairhead’s concern was less about the condition of the tree itself, and more about the perceived risk arising from its proximity to the gas cylinders. However, as the Applicant pointed out, the Tribunal has not been provided with any expert evidence that the tree poses a risk. We are also persuaded by Mr Taylor’s evidence, and find that on the balance of probabilities, the suppliers would not deliver and refill the gas cylinders if there were any safety concerns.

Inspection of the land around the culvert for stability and ensure there has been no build-up of sediment, clear overgrown vegetation around it so that the water can flow freely

21. Mrs Fairhead states that the culvert was last cleared in 2023. She is concerned that as the culvert empties after heavy rain, sediment accumulates over time and narrows the channel. She is also concerned about land stability in this area, particularly as heavy vehicles travel over it. She confirmed in her oral evidence that there have been no incidents of the brook overflowing nor has she observed subsidence, but stressed that her concern relates to evaluating and mitigating potential risk.
22. Mr Taylor's evidence is that the culvert is functioning satisfactorily, hence it has not overflowed, even though recently local areas have flooded. It's stated that is evidence that the culvert is performing satisfactorily. Ms Osler submitted that Mrs Fairhead's concerns are anticipatory in nature, relating to potential risk, rather than existing conditions.
23. We do not consider that the Respondent's anticipatory concerns regarding the culvert amount to a deterioration in the condition of the Site or a decrease in the amenity. We also accept the Applicant's evidence that it functions adequately, and we note Mrs Fairhead accepts it has not overflowed, which we find is evidence that its condition is satisfactory.

Arrange a professional assessment of the safety and stability of the large rockery.

24. Mrs Fairhead's concern again relates to mitigation of potential risk relating to the rockery.
25. As stated at paragraph 23 above, we do not consider anticipatory concerns amount to a deterioration in the condition of the Site or a decrease in the amenity.

Commissioning a specialist land survey by competent professionals and report findings in writing to residents

26. Mrs Fairhead reiterated her concerns that a failure in ground stability could affect the amenity of the Site.
27. This is again a concern about an issue that Mrs Fairhead believes could, rather than believing it has, affected the amenity of the Site.

Maintaining all boundary hedges in compliance with the implied terms of the Mobile Homes (Wales) Act.

28. Mrs Fairhead's main concern relates to the boundary hedges on the third level, behind numbers 49 to 51, where growth encroaches into gardens. She states this area is not cut unless residents do it themselves. She acknowledges that her complaint relates to the lower section of the hedges, and acknowledges that higher sections are maintained.

29. The Applicant's evidence is that the boundary hedges are maintained by the neighbouring farmer using machinery, although this is subject to regulatory seasonal constraints particularly during bird nesting season. Mr Taylor said he has spoken to the resident at number 51, who raised no concerns of the overgrown hedge adjacent to number 50. It was confirmed that Number 50 is owned by the local authority which has instructed the Applicant not to attend to the garden.
30. It is common ground that the higher sections of the boundary hedges are attended to periodically. We do not consider that even if the lower sections periodically become overgrown, that that is of sufficient weight to justify displacing the statutory presumption. In particular, the complaint relates to a localised area which directly affects 3 private gardens, we do not consider that would amount to a deterioration of the Site or a decrease in the amenity. Additionally, we consider even if there were overgrown hedges, this would not be sufficiently permanent to amount to a deterioration in the condition of the Site.

Arranging a professional assessment of the boundary bank to ascertain its safety and if any remedial work is required.

31. Regarding the boundary bank, Mrs Fairhead relies on her earlier evidence (see paragraph 21 above).
32. As stated at paragraph 23 above, we do not consider anticipatory concerns amount to a deterioration in the condition of the Site or a decrease in the amenity.

Instructing professionals to clean the storm drains regularly in compliance with the Site licence.

33. Mrs Fairhead states the storm drains were cleaned at the end of 2022 or beginning of 2023, they were cleaned by hand rather than by professionals, and have not been cleaned since. However, when it was put to her that the Applicant disputes the former allegation, she accepted that she had not seen the storm drains being cleaned since 2022/2023. She also accepted she has not witnessed the storm drains overflowing.
34. The Applicant's position is that it is the effectiveness, and not the method, of cleaning the storm drains that is relevant. And the effectiveness can be assessed by the fact that they have not flooded. They are inspected by the gardener on a weekly basis, and emptied as required, and there have been no reports of any problems with water overflowing. Additionally, groundworkers clean the storm drains at least twice a year. It is therefore disputed that these were last cleaned in 2023.
35. We find it is compelling evidence that the storm drains are likely to be adequately cleaned in light of the agreed evidence that there has been no flooding when there has been flooding in local areas. We therefore conclude it is more likely than not that the storm drains are adequately cleaned, even if Mrs Fairhead has not witnessed this being undertaken. Accordingly, in our judgment there has been no deterioration in

the condition, or decrease in the amenity, of the Site.

Cleaning the glass on the streetlamps.

36. Mrs Fairhead disputes the Applicant's assertion that the streetlamps are cleaned regularly. She states the one outside her home has not been cleaned since 2019, many are dirty, so do not shine as brightly as if they were cleaned, and this affects the light available when people walk around the Site.
37. The Applicant's evidence is that the glass is regularly cleaned, and adds that all streetlamps on level 3 were last cleaned on 27th February 2025.
38. We consider it is more likely than not that the streetlamps on level 3 were cleaned in February 2025 as Mr Taylor contended, and that Mrs Fairhead may simply be unaware that this was done, for instance, if she was not home at the time. In any event, while there may be a degree of inconvenience if streetlamps are unclean, this neither has sufficient weight or permanence to amount to a deterioration in the condition of the Site or a decrease in the amenity.

Undertaking to improve the standard of maintenance on the park particularly during the peak growing season from March to October

39. Mrs Fairhead complains that the Site becomes overgrown during summer months and relies on photographs exhibited to the Respondents' Reply.
40. The Applicant explains the gardeners attend the Site one day per week, although the number of gardeners varies seasonally, with more attending in spring and summer. Furthermore, they state, additional attendance is authorised where more work is required.
41. Mrs Fairhead did not dispute the Applicant's evidence regarding the frequency of the gardeners' visits. In fact, it seems to be common ground that the gardeners generally visit weekly, which we consider is appropriate. We also accept Mr Taylor's unchallenged evidence that the number of gardeners varies seasonally. In any event, in the light of the weekly gardening undertaken, we do not consider that complaints regarding weeds, brambles and bindweed are of sufficient weight or permanence to displace the statutory presumption.

Suspected Subsidence

42. Mrs Fairhead is also concerned about a dip that has developed in the pathway beside the rockery which she believes is deepening.
43. Mr Taylor stated that the Applicant consulted the Coal Board about this. It advised

fencing off and taking weekly measurements of the depth and diameter of the dip for six months. The Applicant followed that advice, and as there was no change in the size or depth of the dip the Applicant states there has been no deterioration in the condition of the Site. The Applicant acknowledges the dip is no longer formally monitored, but states the gardener would inform them if there was any change. They consider this is adequate because, having monitored it in accordance with the Coal Board's direction, the Coal Board had no further concerns.

44. We accept the Applicant's evidence that it followed the Coal Board's advice, yet saw no evidence of the depth or diameter of the dip increasing. Therefore, we do not consider the dip has resulted in a deterioration in the condition, or decrease in the amenity, of the Site.

Conducting regular inspection visits (at least quarterly) and inform residents when the visits are to take place to allow them an opportunity to raise any concerns.

45. When asked about this during the hearing, Mrs Fairhead accepted this is not a complaint about a deterioration in the condition, or a decrease in the amenity, of the Site. Therefore, it is not relevant to the issues we need to determine.

Retaining Structures

46. This issue is not specifically raised in the "REQUEST FOR TRIBUNAL DIRECTIONS" section of the Respondents' Reply, but it is referred to in other sections of the Reply.
47. The Applicant states that the large boulders forming the main retaining structures on the steepest embankment were installed by previous owners. Therefore, they do not know whether this was constructed in accordance with an engineer's specification, and they do not have any certification for it. However, the Applicant stated that the groundsmen have assessed the area and consider that the boulders have not moved, the bank is not slipping, and there is no evidence of movement, so a professional assessment is not warranted.
48. Additionally, as to the smaller walls, where there was some evidence of displacements of rockery, Mr Taylor's evidence is that this is decorative, it is essentially a flower bed, and there are plans to replace rocks that are displaced within the next two months.
49. Therefore, we do not consider there has been a deterioration in the condition, or decrease in the amenity, of the Site, as a result of the retaining structures. In any event, they have been monitored, and the disrepair to the smaller walls is due to be remedied in the coming months.

Conclusion

50. In broad terms it was evident from Mrs Fairhead's evidence that most of the points she raised relate to potential risks. She is particularly concerned about risks because of the age profile of many residents. When given an opportunity to explain or elaborate on how prospective concerns can be reconciled with deteriorating

conditions or decreased amenity, she accepted there was some inconsistency between her prospective concerns and the retrospective deterioration in condition or decrease in amenity required to displace the statutory assumption.

51. In her closing submissions Mrs Fairhead made clear that the purpose of withholding part of the pitch fee increase was to prompt a dialogue with the Applicant regarding the concerns the Respondents have raised, because, she said, there had been a lack of engagement by the Applicant. We make no finding on this, because it is not relevant to the issues we need to determine. That said, we noted the constructive way in which the parties presented their cases, and it is to be hoped that going forward, there will be an opportunity for the Respondents to raise concerns with the Applicant, and for the Applicant to respond to any concerns raised.
52. We find that the Applicant has an appropriate system of managing the Site, and engages relevant contractors, which ensures the condition of the Site does not deteriorate. We consider it is not always practical to attend to issues that arise immediately, but where issues arise, they are addressed within a reasonable period. We accept Ms Osler's submission that in accordance with Southern Country Parks Limited v Bird [2025] UKUT 00018, any deterioration or decrease must be of sufficient weight to displace the presumption. We also accept that for the exception to section 20 to apply, any deterioration must be permanent or long lasting, and affect the fabric of the Site (see Sines Parks Holding Limited v Muggeridge CHI/43UB/PHI/2020/0046). In our judgement, we do not consider that either individually or collectively the matters complained of are sufficient to displace the statutory presumption.
53. Therefore, in all the circumstances, we determine that reviewed pitch fee is £163.43 per month.

Dated this 8th day of December 2025

Tribunal Judge Tueje