

Y TRIBIWNLYS EIDDO
RESIDENTIAL PROPERTY TRIBUNAL

REFERENCE: RPT/0072/11/25

**11 MORFA DDU PARK, ST JAMES DRIVE, PRESTATYN, DENBIGHSHIRE, LL19
9EX**

**In the matter of an Application under Section 54(1) of the Mobile Homes
(Wales) Act 2013.**

APPLICANT: EDEN PARK HOMES Ltd

RESPONDENTS: (1) MR BARRY EDWIN LEE

(2) HELLYNE PATRICIA LEE

TRIBUNAL:

TRIBUNAL JUDGE TREFOR LLOYD - CHAIRMAN

TOM DAULBY MRICS - SURVEYOR MEMBER

EIFION JONES - LAY MEMBER

VENUE: DETERMINATION ON THE PAPERS

**DATE OF HEARING
AND INSPECTION: 30th APRIL 2026**

DECISION

The Tribunal for the reasons as set out below finds that the Respondents are in breach of both the implied term at paragraph 21 by failing to maintain the outside of the Pitch including the fence and also in breach of Express Term 3 contained within part 5 of the agreement between the park owner and the Respondents by causing a nuisance to others.

As a consequence of the above findings, the Tribunal Directs that the Respondents:

- (i) Immediately cease feeding birds and depositing feed either within the purpose-built bird feeders and/or by spreading on the ground and maintain the Pitch in a clean and tidy condition and;**
- (ii) By 4pm on the 20th May 2026 the Respondents either replace the rear fence or repair the holes in the rear fence and either board up the make-shift cat flats or replace with fit for purpose cat flaps that only allow cats and prevent rodents and other animals from gaining access to the Pitch.**

Further details are set out in paragraphs 17-20 inclusive.

Introduction

1. The Applicant, in an Application dated the 19th November 2025, seeks a determination from the Tribunal that the Respondents by their actions are in breach of both implied and express terms being namely:

- (i) to maintain the outside of the mobile home including the pitch, fences and outbuildings in a clean and tidy condition and (Express Term paragraph 21);**
- (ii) by their actions causing a nuisance and damage to property of others (Implied Term 3 of part 5 of the Agreement).**

2. In the event that the above allegations are found to make the following Directions:

(i) Restore their pitch to a clean and tidy condition, in particular:

(a) Remove any food present on the pitch, including any food for wildlife;

(b) Cease feeding all wildlife on the Pitch and the Park;

(c) Replace or board up the fence panels containing holes and the cat flaps.

Background

2. Morfa Ddu Park ("the Site) is owned by the Applicant Eden Park Homes Ltd and is a protected site under the provisions of the Mobile Homes (Wales) Act 2013 ("the Mobile Homes Act"). As a consequence, the rights and obligations of mobile homeowners and occupiers on the site, and the site owner are regulated by the Mobile Homes Act.

3. In accordance with Section 54(1) of the Mobile Homes Act, the Tribunal has jurisdiction to determine any question arising (inter alia) under any Agreement to which the Section applies. In addition, the Tribunal has powers by virtue of the Housing Act 2004 as amended and specifically Section 230(5A), which is set out as follows:

Section 230[5A] - Where 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, repositioning 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, provisions 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.*

4. Having considered the questions raised by the Applicant and the Orders sought (as fully set out at paragraph 2 of this Decision) the Tribunal considers by virtue of Section 54(1) of the Mobile Homes Act it has and accordingly accepts jurisdiction to determine the questions raised by the Applicant as aforesaid.

Site Inspection

5. The Tribunal met at the site on the morning of the 30th April 2026, accompanied by Mr Glyn Clarke, the Applicant's representative. The Respondents did not attend and were not home despite having been informed of the scheduled site inspection.

6. The ground was dry and the weather was dry and bright.
7. The Tribunal members carried out an inspection in so far as they were afforded access to pitches both sides of the Respondents pitch and were able to view the rear of the Respondents' pitch over the fence on one side (the other side fence in part forming a garden shed). Mr Clarke also invited the Tribunal to walk along a public right of way at the rear of the pitches up until the rear of Pitch number 11.
8. At the Site the Tribunal noticed that the Site was well maintained with the gardens of the other homes (insofar as the Tribunal could see the same from the access roadway) to be well maintained and all homes appearing to be of a similar age and condition.
9. At the Site visit the following was observed in relation to Pitch Number 11:
 - (1) A makeshift cat flap had been constructed in the rear fence (adjoining the public right of way) consisting of a hole with what appeared to be a flimsy plastic sheeting covering it which was opened by a slight breeze from time to time;
 - (2) A similar makeshift cat flap of the same construction was also seen in the front fence facing the access road into the Park;
 - (3) From a visual inspection over the fence from the adjoining pitch other lower lying holes were visible at the base of some of the planks that made up the rear fence and some rat droppings could be seen on the hardstanding. In addition to the usual residential paraphernalia there were

a number of bird feeders of varying sizes. No bird food was visible at the time of the inspection.

- (4) The front garden to the Respondents pitch was not as tidy as the other neighbouring pitches with some albeit limited weed infestation.

Directions

10. The Respondents did not reply to the Respondents Notice. Directions were made by the Procedural Chairman on the 12th January 2026 requiring the Applicant by the 9th February 2026 to file and serve a statement in support verified by a Statement of Truth and by 4pm on the 9th of March 2026 for the Respondents to serve and file a Witness Statement in response.
11. The Applicant prior to the direction had already filed and served a Witness Statement together with exhibits including correspondence sent to the Respondents, the Site Licence and Site Rules and also letters from the occupiers of properties adjacent to Pitch number 11.
12. At all material times the Applicant has complied with the Directions whereas the Respondents have not engaged in the process at all.

Documentary Evidence Before the Tribunal

13. The Applicant has filed and served a Hearing bundle comprising of the Application Form and Statement in Support plus exhibits. The Statement in Support details concerns about rat infestation and the large number of seagulls, magpies and crows being attracted to the area as a result of the feed being left out by the Respondents. The Applicant's initially attempted, via Mr Clarke, to

speak to the Respondents notifying them of complaints received as a result of their actions in feeding wildlife. The reply (at paragraph 13 of the witness statement page 13 of the trial bundle) was an explanation from the Respondent that "...the wildlife are all God's creatures and some are indigenous to the area".

14. The Statement in Support goes on to state that:

- (i) Notices were sent to the Respondents in November 2024, May and June 2025 (copies pages 55-60 of the bundle).
- (ii) During the period the Respondents were absent for a few weeks Mr Clarke was notified by one of the other residents that the underside to the Mobile home on Pitch number 11 had been left open so that the rats could shelter underneath.
- (iii) A pest control contractor was instructed to visit the park on the 25th of June 2025. A copy of the email that followed from the contractor by way of a statement (albeit unsigned) is contained at page 61 to 62 of the trial bundle. The email recounts the contractor (Alex – no surname provided) from M & M pest control witnessing several adults and juvenile rats openly feeding at the rear of Pitch number 11 on what he describes as a very large volume of bird feed / suet balls in such a volume it covered the patio slabs. After detecting his presence, the rats retreated through the holes that had been chewed in the rear fence to the undergrowth beyond the public footpath / alleyway. Alex confirmed that this was the worst domestic related rat issue he had seen in terms of the volume of

rats feeding. He also witnessed a burrow created by the rats underneath the slab of the exterior to the property.

- (iv) The conclusion he came to was that control methods could only realistically be safely conducted via the use of rat monitors and rodenticide but it would be a pointless task given the volume of feed left on the ground as the rodenticide would be ignored.
- (v) He classed what he had viewed as a potential public health hazard and concluded by saying that control should be able to be obtained but only providing the feeding of birds comes to an end.
- (vi) Contact was made with the adjoining school and the deputy headmaster advised the Applicant that Rentokil had laid traps on the other side of the fence, but they had not been finding rats in the traps possibly due to the abundance of food on the Respondents' pitch.
- (vii) Solicitors were instructed to write to the Respondents to place them on notice in relation to the alleged breaches. A copy of the letter is at page 63 to 65 of the trial bundle.
- (viii) Despite being requested not to do so, the Respondents continued to openly feed wildlife on their pitch and specifically encouraged rats to feed.
- (ix) Residents on the park have placed poison on their pitches and that poison would disappear quickly with vermin regularly found dead within other pitches presenting a danger to both children and dogs.

- (x) A nest of rats had been found under a neighbouring resident's hot tub.
- (xi) In addition to the rats, the numbers of seagulls, crows and magpies on the Park had increased with one resident reporting 14 magpies on the Respondent's roof and 30 plus birds on other roofs. The magpies had inter-alia dropped dead rats on the Park Road when flying over.

15. The only correspondence from the Respondents clarifying their position is dated the 2nd of December 2024 (Pages 72 -74 of the trial bundle) where they deny any wrongdoing and consider the number of wildlife on their pitch to be reasonable given the actions of other homeowners and the close proximity to the adjacent woodland. The letter concludes as follows " I do not agree / will **not** action your instructions / requests !"

The Hearing

16. Given the absence of any evidence filed on behalf of the Respondents the Applicant requested that we determine the matter on the papers following a site visit. As a consequence, following the site visit the panel convened at the Prestatyn civil Justice Centre to consider all the evidence.

Decisions on the Questions before the Tribunal

17. As aforesaid the Respondent have not filed and served any witness evidence to rebut the Applicant's evidence. Accordingly, the Applicant's evidence is unchallenged. We considered all the evidence including the limited material from the Respondents in the format of the letter dated the 2nd December 2024 and our observations at the site inspection and as a consequence accept the Applicant's evidence and find upon the balance of probabilities that:

- (1) The Respondents have been feeding birds and wildlife in the rear of their pitch with large quantities of feed resulting in rats, crows, magpies and seagulls being attracted onto the park. We saw some crows, magpies and seagulls during the site inspection even though at that time there was no feed on any of the feeders or on the ground which in itself indicated birds are being attracted to Pitch number 11 and the immediate vicinity. The absence of feed we conclude being due to the fact that the Respondents had cleared the same in the knowledge of our impending inspection.
- (2) The make-shift cat flaps which with the cover flying open in a slight breeze further enable all creatures (not just cats) to enter the Pitch. Although we did not see any rats we saw rat dropping on the ground within Pitch number 11 and holes in the rear fence where rats have chewed the bottom in order to gain access to the Pitch.
- (3) We also accept the evidence as set down in the email from Alex at M & M Pest Control as to there being a rat infestation on the site.

18. In the premises we conclude that the Respondents actions amount to a breach of the implied term in collectively failing to maintain the fence / repair the holes created by the rats and as a consequence of the presence of large quantities of feed via both the bird feeders and spreading feed on the ground failing to maintain the pitch in a clean and tidy condition.

19. In addition, as a consequence of their actions by feeding and attracting large numbers of rats, magpies, seagulls and crows they are in breach of the express term not to cause a nuisance and/or damage to the property of others.

20. Having concluded the above we Direct that the Respondents shall:

- (i) Immediately cease feeding birds and depositing feed either within the purpose-built bird feeders and/or by spreading on the ground and maintain the Pitch in a clean and tidy condition and;

- (iii) By 4pm on the 20th May 2026 the Respondents either Board up the make-shift cat flats or replace with fit for purpose cat flaps that only allow cats and prevent rodents from gaining access to the Pitch.

Dated this 6th day of May 2026

A handwritten signature in black ink, appearing to read 'T Lloyd', with a horizontal line above the first few letters.

Tribunal Judge

T Lloyd

Chairman