

Y TRIBIWNLYS EIDDO PRESWYL

RESIDENTIAL PROPERTY TRIBUNAL (WALES)

Reference: File Numbers: RPT/0090/01/26

In the matter of 23 Woodlands Park, Pontypool, NP4 6UP

In the matter of an Application under section 54 of the Mobile Homes (Wales) Act 2013

APPLICANT: Mrs. H. Cowles

RESPONDENT: Hill's Leisure UK Limited
Represented by Horsley Law

PANEL: Michael Draper Chair of the Tribunal
Andrew Weeks surveyor member of the Tribunal
Dr Angie Ash lay member of the Tribunal

DECISION

Background

1. The Applicant is the occupier of Plot 23 at Woodlands Park Pontypool NP4 6UP (the Plot) pursuant to a written agreement made under the Mobile Homes Act 1983 commencing on the 16th July 2004 and made between the Applicant and the Respondent (the Agreement).
2. Woodlands Park ("the site" or "the Park") is owned by the Respondent and is a protected site under the Mobile Homes (Wales) Act 2013 ("the Act"). The rights and obligations of the Park home owners and occupiers including the Applicant and the Respondent are regulated by the Act.
3. The Applicant through her agent Mike Gunter (described as a committee member of Woodlands Park Qualified Residents Association) has made an application dated the 21st January 2026 to this tribunal asking for an order requiring the return of a block paved car drive that the Applicant was allegedly allotted as part the Plot on the purchase of a new Park home in 2004.
4. The application is made pursuant to section 54 of the Act. The Act came into force in on 1st October 2014. It replaced the Mobile Homes Act 1983 in Wales.
5. The Respondent opposes the application on the basis that the block paved car drive (the Disputed Space) has never formed part of Plot 23 and the Applicant has no contractual or proprietary entitlement to use it.

Jurisdiction of the Tribunal

6. Part 4 of the Act deals with agreements relating to mobile homes.

7. Section 54 of the Act provides:

‘(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’.

8. Section 48 of the Act provides:

‘(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))’

9. The Mobile Homes (Site Rules) (Wales) Regulations 2014, (2014 No.1764 (W.179), (“the Regulations”) apply. They prescribe the procedure for the making, variation and deletion of site rules. The ‘other matters’ prescribed by the regulations are as follows; ‘(2) A site rule must be necessary- (a) to ensure that acceptable standards are maintained on the site, which will be of general benefit to occupiers: or (b) to promote and maintain community cohesion on the site.’

10. Section 52 of the Act relates to site rules. Each of the site rules is to be an express term of each agreement relating to a pitch on the site. The “site rules” are defined as those ‘made by the owner, in accordance with such procedure as may be prescribed by regulations made by the Welsh Ministers, which relate to:

a. The management and conduct of the site, or

b. Such other matters as may be prescribed by regulations made by the Welsh Ministers.’

The Agreement

11. Clause 4 of Part 1 of the Agreement provides that the ‘particulars of the land on which you are entitled to station your mobile home are 23 Woodlands park Pontypool NP4 6UP’.

12. Clause 1 of Part IV Express terms of the Agreement provides ‘The owner permits the occupier to station the mobile home details of which appear in the First Schedule on the pitch and to occupy the same and to have the right to use such communal

and recreational facilities as may be provided upon the park for himself members of his permanent household and bona fide guests'

13. The First Schedule to the Agreement provides a description of the mobile home including its length and width but is silent on the extent of the pitch. The length of the mobile home is stated to be 40 feet and the width 12 feet.
14. Section 55(1) of the Act gives a definition of the 'pitch' as meaning 'land, forming part of the protected site and including any garden area, on which an occupier is entitled to station a mobile home under the terms of the agreement'. Unfortunately, there is no plan attached to the Agreement evidencing the extent of the pitch.

The Dispute

15. The Applicant states that the Plot was advertised with a brick block paved parking and this was provided by the Respondent along with access steps to her Park home from the parking area within a couple of weeks of the Applicant and Mr Cowles taking up residence. The Applicant states that the parking space provided by the Respondent is the Disputed Space. The Applicant asserts that she has continued to enjoy the use of the Disputed Space for the purpose of parking a vehicle for over 21 years without incident or challenge from the Respondent.
16. In support of these submissions Appendix 1 to the Applicants Statement of Truth exhibits marketing literature at page 59 and page 60 of the tribunal bundle that states "upon completion Woodlands Park will benefit from all its roads being tarmaced while the pathways and driveways to each of the residential homes will be block paved....." (page 59) and separately "All new homes come connected to gas, water, electricity with brick skirting, brick steps, perimeter path, turfed lawn, block paved car drive....."(page 60).
17. The Applicant has also drawn the tribunal's attention to a previous decision of this Tribunal relating to the Park and its site rules with the Reference File Number RPT/0016/09/15 which includes the following statement:
"Whilst it is important on mobile home sites for residents to be assured that they will have parking spaces and it is equally important that there should be space for visitors, the topography of the Woodland Park site is such that it is not reasonable to expect visitors to park only in the visitors car park near the entrance. The site is steep in places and if there are elderly visitors visiting residents at the top end of the site then it is not reasonable to expect them to park and proceed upon foot to make their visit. It is also unreasonable because there are no allocated visitors parking spaces throughout the rest of the Park save for the car park at the entrance....."
18. The Respondent opposes the application on the basis that Disputed Space has never formed part of Plot and therefore the Applicant has no contractual or proprietary entitlement to use it. The Agreement defines the extent of the Applicant's pitch and limits her rights strictly to the land comprised within Plot 23. The Respondent asserts that the extent of the pitch is defined by the written

statement and plan (although acknowledged in the hearing that there is no plan attached to the Agreement or a copy of the applicable site rules at the time) and cannot be enlarged by long use or informal assertion.

19. The Respondent formally objected to the Applicants alleged encroachment by letter dated 10 September 2025. The Respondent has not provided evidence in the tribunal bundle of earlier objections to the use of the Disputed Space before this date.

Inspection

20. The tribunal members undertook an inspection of the Plot and the section of the Park on which the Plot is situated on Tuesday 12th May 2026. The Applicant was not present but had authorised two members of the Woodlands Park Qualified Residents Association to be present at the inspection on her behalf. One of them had signed the Application to the tribunal on her behalf. A representative of the Respondent, who had driven from Hartlepool for this purpose, was also present.
21. The tribunal members were able to view the Plot including the Disputed Space from the Park road immediately in front of the Plot but did not enter the fenced area of the Plot in the absence of the Applicant.
22. The Park home sited on the Plot is either the last or the first (depending on the direction of travel) on a Park road sited on an elevated section of the Park and from which a number of established mobile homes are accessed but the tribunal members noted that a new mobile home was being prepared for occupation to the left of the Plot when viewing the Plot from the road.
23. When viewing the Plot it is apparent that there is limited space between the rear of the mobile home and a retaining wall. To the right of the mobile home there is a paved area (but not block paved) which has been partly landscaped to the front. Access to the Park home is gained from this side of the Plot through what might be considered the main means of access i.e. a 'front door'. Tribunal members measured this space to the right of the Park home at approximately 2.9 metres in width from the boundary structure separating the Plot from the adjacent neighbouring home (plot 22). The tribunal members noted that the kerb immediately in front of this area was not dropped so as to allow for vehicular access to this side of the Plot.
24. The Disputed Space is situated to the left of the Park home. There is a paved path from double patio doors to the Disputed Space which is reached by a small flight of paved steps down a small bank. The steps have a grab support rail to the side. The steps previously gave access to the Disputed Space but that has now been closed off by the erection of a new wooden picket fence of approximately 1 metre height. Access to the Disputed Space is no longer possible from this side of the Plot because of the fence. The steps now end immediately in front of the new fence.

25. The tribunal members noted that the Disputed Space, unlike the area to the right of the Park home, is block paved and has a dropped kerb to afford vehicular access. The Disputed space is sited at an angle to the Plot rather than side-on to allow for ease of vehicular access from the Park road which is narrow and on an elevated camber and which operates on a one-way travel system as a single-track road.
26. The tribunal were able to view parking arrangements on the section of the Park on which the Plot is situated. All plots had a defined parking space but were inconsistently sited. Some spaces were to the right or left side of the relevant mobile home and some were at angle to the relevant mobile home similar to arrangements for the Disputed Space. There is no uniformity probably because of the topography of the Park and its consequent layout.

The Hearing

27. The Applicant was represented by two members of the Woodlands Park Qualified Residents Association, Mr Woodard and Mr Gunter. The Respondent was represented by counsel with a representative from Horsely Law in attendance and Mrs Julie Atkinson as a witness for the Respondent (the witness).
28. Following opening submissions made on behalf of the Applicant based on the tribunal bundle, the circumstances around the dispute and the impact of the dispute on the Applicant counsel for the Respondent drew the tribunals attention to the nature of the Agreement. It is a licence not granting an interest in land. There is no plan attached to the Agreement nor indeed a copy of the relevant Park rules and has a basic description of the Plot limited to the address and dimensions of the Park home. The tribunal were invited to construe the extent of the Plot using rules of construction applicable to a contract, that is evidence available in relation to the intentions of the parties and the extent of the Plot in existence before or at the time the contract was created in July 2024. The tribunal later questioned Counsel on the line of authority exemplified by the decision in *Ali v Lane* [2006] EWCA Civ 1532 which did admit subsequent conduct as an aid to construction in relation to ambiguous parcel clauses contained in conveyancing documents. Counsel acknowledged this line of authority.
29. At the request of the tribunal the witness read a supplemental witness statement dated the 14th My 2026 which had been submitted to the tribunal earlier on the morning of the hearing about one hour before the hearing commenced. This had been copied to the Applicant but her representatives had not had an opportunity of considering its contents since delivery.
30. Counsel for the Respondent drew the tribunals attention to matters identified in the supplemental witness statement around dates linking this to two marketing leaflets contained in the tribunal bundle at page 59 and page 60. It was submitted for the Respondent that these leaflets do not predate the Agreement having regard to a disclosed printed date (8.12.2005) on one of them some 18 months after the date of the Agreement (page 59) and a mobile number at the bottom of the other leaflet

(page 60) that related to a Mr Tom Hill who was appointed to the Respondent a short while after October 2004. On subsequent questioning the witness stated that Tom Hill was appointed a trustee on the 6th April 2005 and did not have responsibility or a role with the Respondent before that date. To the best of her knowledge Tom Hill was not involved with the Respondent before 24th October 2004 being the date of death of Mr Robert Hill.

31. Counsel also made submissions to the effect that the creation of a parking easement by long use, a claim to adverse possession and claims for estoppel were not possible in the circumstances given the non-proprietary nature of the Agreement, the permissive use of the Disputed Space and a lack of detrimental reliance on the part of the Applicant. Nor had there been a variation of the Agreement incorporating the Disputed Space into the Plot due to a lack of fresh consideration provided by the Applicant.
32. The Applicants representatives accepted that the flyer at page 59 did indeed have a date of the 18.12.2005 printed on it but claimed this was simply the date that it was downloaded and submitted that this is not conclusive as to the date that the flyer came into existence nor the date it came into the possession of the Applicant. Furthermore, the wording of the flyer at page 59 looked to the future referring to a site still under development and identified that upon completion the Park will benefit (not already benefits) from driveways to each of the residential homes that will be block paved. The wording of the flyer suggests it was in existence earlier than July 2004.
33. The witness for the Respondent contended that the flyers at page 59 and page 60 were likely to have been produced between October 2004 and the end of the year but she could not categorically state that this was the case. The witness had only been appointed to a role with the Respondent in 2010.
34. The Respondent also submitted that there was no evidence that the blocked driveway on the Disputed Space or the steps leading from that space to the Park home had been constructed and built on behalf of the Respondent. The tribunal questioned the Respondent on this point. If it was not the Respondent then who did? What was the practice for construction of the driveway and parking spaces attached to Park Homes and who took responsibility for this? The witness confirmed that it was usual for the Respondent undertake this work using their own staff or to use external contractors.
35. The Applicants contended that the work of constructing the parking space and steps had been undertaken by a Mr Davies a contractor instructed by Mr Robert Hill. There had been a dispute or altercation between Mr Hill and Mr Davies over payment for the work. Counsel for the Respondent speculated that this was because Mr Hill had not authorised the work which was contested by the representatives for the Applicant suggesting that the dispute over money involved more than the work of constructing the parking space and steps.

36. The tribunal heard submissions from both the Respondent and the Applicant regarding the position of the boundary between the Plot and the neighbouring Park home (plot 22). The witness suggested that all homes on that part of the particular road had designated parking spaces to the right side of the homes. Furthermore in 2012 a letter had been sent to the occupier of plot 22 requesting the removal a washing line and the boundary fence from its current position to one that was one metre away from that home (as required by site rules) rather than the existing 3 metres. The letter was not made available to the tribunal and in any event any such letter had clearly not been actioned from the visible inspection undertaken by the tribunal.
37. It was on this basis that the Respondents submitted that the designated parking space for the Plot (23) was the right side of the Park home. Alteration of the boundary with plot 22 as allegedly required in 2012 would create a space of some five metres to the right-hand side of the Plot consistent with other plots. The Applicant reminded the tribunal of the size and layout of the road in relation to the Plot and the streetlamp standards that would make it impossible to manoeuvre and a park a car to the right-hand side of the Plot.
38. In making final submissions the Applicant drew the tribunal's attention to recent plans relating to planning applications which they suggested did not support the arguments advanced on behalf of the Respondents and emphasised the period of time that the Applicant had used the Disputed Space without objection from the Respondents. Action taken by the Respondent to position and sell earlier this year a Park home to the left of the Plot that included the Disputed Space as a parking area for that home was unconscionable having regard to the live dispute between the Applicant and the Respondent and the consequent application to this tribunal.
39. In making final submissions Counsel for the Respondents reminded the tribunal of opening submissions that there was no legal basis for finding that the Disputed Space formed part of the Plot but if the tribunal were minded not to accept arguments advanced the tribunal was invited to exercise its discretion under section 230 of the Housing Act 2004 and in particular s.230(5A) of that Act to establish the parking space to the right side of Plot 23 given the circumstances.
40. The day after the hearing the Applicant contacted the tribunal by email to state "As you are aware, at yesterday's Tribunal hearing we were made aware that the Respondent had submitted a Supplemental Witness Statement just prior to the hearing. We the Applicant were unaware of this until the actual tribunal. Following the hearing, we obviously looked into the Respondents claims. We now have further information which we are submitting at the earliest opportunity with the hope that it will acceptable as admissible evidence. Please see attached pages taken from the Companies House website, which is a copy of the first three pages of the Respondents Unaudited Abbreviated Accounts submission from year ending 31 March 2004. The full report is available from Companies House, however, with the respect due to the Respondent, we have not included financial information, as that is their business and we feel that nobody

related to this tribunal needs that information. This case is simply about a parking space and nothing else.

You will see that, contrary to Julie Atkinson's Sworn Statement, that Mr. Tom Hill was most certainly a joint director of Hills Leisure UK Ltd. as far back as 2003. We feel that this documentation throws doubt on the Respondents late Submission of yesterday.

May we respectfully request that the Tribunal will accept this evidence as we feel it will have a significant bearing on their decision.”

41. The tribunal directed that this be sent to the Respondent for comments. The Respondents replied as follows “The Respondent’s position is that the further material does not materially alter the evidence before the Tribunal nor establish any inconsistency within the Respondent’s case. On the contrary, the complete Companies House documents now attached support the Respondent’s position and are consistent with the evidence given during the hearing, namely that Mr Tom Hill’s appointment as director is recorded as 6 April 2005.

The Applicants appear to suggest that the Respondent implied Mr Tom Hill had no involvement whatsoever with the wider family business prior to 2005. That was not the evidence advanced at the hearing. Julie Atkinson’s evidence related to management and trustee arrangements concerning the park itself.

Further, the Companies House documents relied upon by the Applicants do not establish that Mr Tom Hill was a director “as far back as 2003” as asserted within their correspondence. The Form 288a records Mr Tom Hill’s appointment as director on 6 April 2005. Likewise, the abbreviated accounts relied upon were approved by the Board on 6 April 2005 following that appointment. The fact that the accounts relate to the financial year ending 31 March 2004 does not alter the recorded appointment date.

The Respondent notes that the Applicants have relied upon selected extracts only, rather than the complete publicly available Companies House documents, which when viewed in full are consistent with the evidence given during the hearing.

In circumstances where the Applicants have relied upon selective Companies House extracts, the Respondent attaches the complete publicly available Companies House documents relevant to the issues raised so that the Tribunal has the full context.

The Respondent also notes the Applicants’ further email dated 15 May 2026 suggesting that, because the flyer referenced multiple sites, it is “highly likely” that Mr Tom Hill’s number would have appeared upon it. However, this appears to be speculation only and does not establish any inconsistency within the Respondent’s evidence.

The Respondent therefore maintains the position advanced during the hearing.”

Findings

42. The Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals) (Wales) Order 2012 confers on the tribunal jurisdiction under the Act. Article 3(5) amends section 4 of the 1983 Act (which confers jurisdiction on courts) so that a tribunal has jurisdiction to determine any question arising under the Act or any agreement

to which that Act applies and to entertain any proceedings brought under that Act or any such agreement in relation to a protected site situated in Wales.

43. The tribunal finds that it does have jurisdiction under the Act to determine whether the Disputed Space forms part of the Plot as this relates to the Agreement and its interpretation. It is noted that section 49(1) of the Act states that the “owner of the protected site must give to the proposed occupier under the agreement a written statement which (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” and s.54 (1) of the Act provides that a tribunal has jurisdiction to determine any question arising under this Part or any agreement to which it applies...”.
44. The tribunal heard submissions made by Counsel for the Respondent on issues raised in the tribunal bundle around estoppel, prescription and adverse possession. The Act does not confer a general land law jurisdiction on the tribunal and therefore the tribunal finds that it does not have jurisdiction under the Act to determine claims to estoppel, prescription and adverse possession that have been raised in the tribunal bundle by the Applicant. The correct venue for any such determination on those issues is the County Court or the High Court.
45. The Respondent asserts that the Agreement does not grant the Applicant any right to occupy or park upon land outside Plot 23. The tribunal accepts that the Agreement does not expressly grant such a right outside of the site rules for the Park.
46. The Respondent asserts in the tribunal bundle relying on *Ali v Lane* [2006] EWCA Civ 1532 that the extent of the Applicants pitch or the Plot falls to be determined by the Agreement construed in light of contemporaneous evidence, and subsequent conduct is of limited relevance.
47. The tribunal recognises that there are long standing general principles of how to construe a parcels clause of a conveyance. In *Eastwood v. Ashton* [1915] AC 900 at 906 Earl Loreburn observed that in a dispute about title to a small strip of land that *“We must look at the conveyance in the light of the circumstances which surrounded it in order to ascertain what was therein expressed as the intention of the parties.”*
48. According to *Eastwood v. Ashton* considering the evidence of the actual and known physical condition of the relevant land at the date of the conveyance and having the attached plan in your hand on the spot when you do this are permitted as an exercise in construing the conveyance against the background of its surrounding circumstances. This includes knowledge of the *objective* facts reasonably available to the parties at the relevant date. Although this approach takes [the court] outside the terms of the conveyance, it is part of the process of contextual construction.

49. The rejection of extrinsic evidence which contradicts the clear terms of a conveyance is consistent with this approach: *Partridge v. Lawrence* [2003] EWCA Civ 1121. It was also noted in *Investors Compensation Scheme Ltd v. West Bromwich BS* [1998] 1 WLR 896 that the effect of a conveyance is not determined by evidence of what the parties to it *believed* it means, but what, against the relevant objective factual background, they would reasonably have understood it to mean. The tribunal consider this distinction to be of importance.
50. The tribunal find that the terms of the Agreement are not clear and are ambiguous in relation to the extent of the Plot. The Agreement states an address and a description of the Park home by reference to its length and width but is silent as to the extent of the Plot. There is no plan attached to the Agreement. Under the Act and its implied terms it is the responsibility of the Site owner to provide accurate written details relating to the size of the pitch and base on which the mobile home stands including measurements. This has not been done. Consequently, the tribunal find the approach identified in the above case law is relevant to the application to be determined by the tribunal.
51. Carnwath LJ in *Ali v Lane* [2006] EWCA Civ 1532 at paras 36 and 37 observed “In the context of a conveyance of land, where the information contained in the conveyance is unclear or ambiguous, it is permissible to have regard to extraneous evidence, including evidence of subsequent conduct, subject always to that evidence being of *probative value* in determining what the parties intended. The qualification is crucial. When one speaks of “probative value” it is important to be clear what needs to be proved... I would add that in principle reference to the intentions of the parties means the parties to the original conveyance. In none of the cases reviewed above was account taken of the conduct of subsequent owners.”
52. There is therefore a well-established line of cases which demonstrates that when title documentation is unclear, subsequent conduct can be used to interpret the boundary provided it has probative value regarding the original parties' intentions. *Ali v Lane* has in turn been followed in more recent cases including *Bradford v James* [2008] EWCA Civ 837 and *Piper v Wakeford* [2008] EWCA Civ 1378, [2009] 1 P&CR DG16) as well as *Norman and another v Sparling* [2014] EWCA Civ 1152.
53. The tribunal consider that the physical features of the Plot as viewed on inspection are a relevant probative factor in making a determination as to the original parties intentions. There is physically space for a parking space to exist between the Plot and plot 22, but it does not in fact exist in this location and there is no drop kerb to indicate an intention it was ever to be in this location, and it would be challenging to manoeuvre a vehicle into this area from the roadway given the road layout. The boundary between the Plot and plot 22 is in the centre-line, rather than being offset as others are where parking is provided between two homes. Critically there are steps and a path from the Disputed Space directly to the Park home on the Plot. The steps on the Plot give direct access onto the Disputed Space only. If the Disputed

Space was not intended to serve the Plot then the steps would not have been constructed in this manner.

54. The tribunal also consider persuasive the evidence given by the Applicant as to the circumstances and timing of the creation of the parking area on the Disputed Space and the location of the steps, the length of time these have existed and has been historically maintained by the Applicant without objection from the Respondent. This evidence is to be preferred to that offered on behalf of the Respondent. Upon examination evidence was given by the witness for the Respondent that it is the common practice elsewhere on the Site for such work to be undertaken by or on behalf of the Respondent. In particular, the Respondent has contracted block paving and steps relating to Park homes to outside contractors. The tribunal find that it is more likely than not that this practice was followed for the Plot and that it is more likely than not that the parking area on the Disputed space and the steps were created by or on behalf of the Respondent and not by the Applicant within the time frame and circumstances identified by the Applicant.
55. Another factor in establishing the original parties' intentions in relation to the extent of the Plot is the flyer contained at page 59 of the tribunal bundle. The tribunal accept that the date on the flyer on page 59 is the date that it was printed and not the date that flyer was published. Given the language of the flyer the tribunal find that it is more likely than not that this flyer existed before the Agreement was entered into. Reference to 'upon completion Woodlands Park will benefit from all its roads being tarmaced while the pathways and driveways to each of the residential homes will be block paved' is consistent with the evidence given by the Applicant rather than the Respondent and consistent with the physical features of the Plot as viewed on inspection.
56. The second flyer on page 60 has a phrase 'new development for park homes coming early 2005' at the foot of the flyer. This suggests that the text of the flyer existed before this date of early 2005. Telephone numbers on the flyer might have been changed at a later date after the death of Robert Hill whilst retaining the original text and not because the flyer was issued after that date as claimed by the Respondent. However, the tribunal considered this aspect of the evidence less persuasive in relation to the case for the Applicant. Supplemental evidence shows that Mr Tom Hill was appointed as a director of the Respondent on the 6th April 2005 and signed off abbreviated accounts for the year ended 31st March 2004 on that same date.

Decision

57. The decision of the tribunal is that the vehicular parking space was provided by the Respondent on the Disputed Space for the benefit of the Plot in furtherance of the common intention of the parties existing at the relevant time that the Disputed Space form part of the Plot under the Agreement. For the avoidance of doubt the tribunal find that the Disputed Space forms part of the Plot.

58. Schedule 2 paragraph 15 of the Act provides that ‘the occupier is entitled to quiet enjoyment of the mobile home together with the pitch during the continuance of the agreement, subject to paragraphs 14 and 16’. Neither paragraph 14 and 16 apply in this case. This an implied term of the Agreement.
59. The tribunal therefore find that the Respondent is in breach of the obligation to provide quiet enjoyment of the Plot by erecting a fence preventing access to the Disputed Space by the Applicant and by denying or otherwise preventing the use of the Disputed Space by the Applicant. The tribunal direct that this fence must be removed by the Respondent with immediate effect and any damage caused by its removal be made good to the satisfaction of the Applicant.
60. The tribunal decline to exercise their discretionary power of direction under s.230 of the Housing Act 2004 and in particular s.230(5A) of that Act to establish the parking space to the right side of Plot 23 having regard to the findings made by the tribunal, the circumstances of the case including the personal circumstances of the Applicant as identified in the tribunal bundle and the conduct of the Respondent.

Dated this 19th day of May 2026

Michael Draper Chair of the Tribunal

Andrew Weeks surveyor member of the Tribunal

Dr Angie Ash lay member of the Tribunal