

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

References: RPT/0023/10/25 - RPT/0066/10/25

In the matter of applications for pitch fee reviews under Chapter 2 of Part 1 of Schedule 2 of the Mobile Homes (Wales) Act 2013 relating to a site known as Westover Park, Whitland, Carmarthenshire.

APPLICANT: Wyldecrest Parks (Management) Limited

RESPONDENTS: The occupiers of 44 mobile homes at Westover Park, notably of numbers 1-8, 10, 11, 18, 19, 22-28, 30, 32-39, 42-55, 59 and 60

Tribunal: Judge M. Hunt
Mr H. Lewis (professional member)
Mr D. Morris

Hearing date: 17 April 2026

Attendances: Mr D. Sunderland (for the Applicant)
Mr S. Edwards (for the Respondents)

Decision date: 29 April 2026

DECISION

Each Respondent's pitch fee is to be increased by 2% with effect from 1 March 2025.

REASONS

Introduction

1. The Applicant is the owner of the mobile home site known as Westover Park, Whitland, Carmarthenshire, SA34 0AH (the "Site"). The Site is a "protected site" for the purposes of the Mobile Homes (Wales) Act 2013. The Respondents are residents of the Site. They pay the Applicant pitch fees related to their occupation of the Site.
2. The Applicant wishes to increase the Respondents' pitch fees on account of inflation with effect from 1 March 2025. The Respondents object and wish their pitch

fees to remain unaltered. The purpose of these proceedings is for the Tribunal to determine whether to change the pitch fees and, if so, the new amounts payable.

3. In reaching its determination, the Tribunal considered a file of documents extending to 147 pages, including a statement from the Respondents signed with a statement of truth. At the hearing, the Tribunal heard from all parties via their representatives. Prior to the hearing, the professional and lay members of the Tribunal inspected the Site. The Tribunal is grateful to all for their assistance both prior to and at the hearing.

Law

4. The Mobile Homes (Wales) Act 2013 (the “Act”) provides a statutory framework governing the relationship between the owner and residents of protected sites, including as to pitch fees.
5. Section 49 of the Act requires the owner to provide residents with a written statement of the terms of their agreement. In accordance with Section 50 of the Act, the terms of the parties’ agreement must include those detailed in Part 1 of Schedule 2 to the Act.
6. Paragraphs 17-20 of Part 1 of Schedule 2 to the Act relate to pitch fees. Paragraph 17 specifies that a pitch fee can only be changed by (1) agreement between the parties or (2) if the Tribunal considers it reasonable to do so, in which case, it will determine the new pitch fee.
7. Paragraph 18 explains matters to which the Tribunal should have regard in setting a new pitch fee. So far as relevant to this case, they include:

“(1) ...

(b) any deterioration in the condition, and any decrease in the amenity, of the site ... (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 ... (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph)”.

8. Paragraph 20 provides as follows:

“(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”.

9. Paragraph 22(1)(c) of Part 1 of Schedule 2 to the Act provides that an owner is responsible for maintaining any water supply to the mobile homes.
10. In line with that mandatory term, the written agreement between the parties includes a copy of paragraph 22(1)(c) as well as a separate clause requiring the Applicant to use its “*best endeavours*” to provide and maintain the Site’s water supply, subject to matters outside its control (clause 9(b)). Clause 9(a) requires the Applicant to maintain in a “*good state of repair and condition*” shared spaces on the Site, including roads.
11. Reflecting these obligations, it is a requirement of the Applicant’s site licence (accorded by Carmarthenshire County Council) that “[*a*]ll pitches on the site must be provided with a water supply sufficient in all respects to meet all reasonable demands of the mobile homes situated on them” (condition 10.1). It is also a condition that roads on the Site are “*maintained in a good condition*” (condition 3.8) and adequately lit at night (condition 5.1). Also, contact details of the Site manager and emergency contact details should be prominently displayed at the Site (condition 15.1.1).

Issues

12. The sole issue for the Tribunal to determine was whether it would be reasonable to change the pitch fees. If so, what new pitch fees would be payable with effect from 1 March 2025 (taking account of the matters referred to in paragraphs 17-20 of Part 1 of Schedule 2 to the Act).

Facts and conclusions

13. There were few, if any, disputes of fact in this case. When findings had to be made, the Tribunal made them on the balance of probabilities in light of all of the evidence presented.
14. No issues were raised about the process the Applicant followed in seeking to increase the pitch fees. It provided notices of proposed increase to each Respondent on 22 January 2025, due to take effect on 1 March 2025. The calculation of the applicable increase in the consumer prices index (“CPI”) in this case was not in dispute – 2.5%. The Applicant seeks to increase the Respondents’ pitch fees by this percentage. The only dispute was whether the pitch fees should be changed at all and, if so, to what. The Respondents submitted that they should not be changed due to an alleged decrease in the amenity of the Site and/or the quality of the services provided by the Applicant.

15. The particular matters and allegations raised by the Respondents as relevant to the Tribunal's determination were as follows:
- a. Removal of site manager's office in around 2022 and failure to replace the site manager when he left the Applicant's business in or before April 2025;
 - b. Removal of closed-circuit television ("CCTV") at the Site entrance in or around 2022;
 - c. Poor maintenance of and/or delayed repairs to a significant water leak resulting in Site-wide poor water pressure for around six months between April and October 2024;
 - d. Delayed repair to a manhole, which collapsed on 14 March 2025 and was not repaired until 17 July 2025;
 - e. Failure to reinstate lighting after the siting of a new mobile home on 31 March 2025 until 18 July 2025;
 - f. Failure to arrange proper access to, and to clear debris from around, the new mobile home;
 - g. Failure to repair the Site's entrance gate since around August 2025 and to properly maintain it since 2024.
16. There is some recent litigation concerning the Site amenity, notably in respect of a communal pond that apparently had not previously been well maintained. That matter was not in dispute in these proceedings. The matters relied on by the Respondents in seeking no change to their pitch fees were not directly related to that. However, the Respondents seek to establish a general decline in management and maintenance standards over a sustained period, which would include poor pond maintenance.
17. The Tribunal was placed in some difficulty in relation to that general submission. This is because it is not aware of the precise history between the parties over a period of years. The parties must provide it with sufficient information and particularisation in order to make reliable findings. Of course, it can apply its own expertise and common sense, understands that not all matters will be exhaustively recorded (if at all), but will need sufficient information about prior standards of service in comparison to contemporary standards in order to make a determination as to whether they have meaningfully declined. To an extent, it can rely on specific examples of poor service to determine the existence of a broader decline in standards, but it would need at least some cogent and contemporaneous supporting evidence.
18. The Tribunal recognises the Respondents have sought to provide that sort of evidence and is grateful. However, in many respects, the evidence post-dates the period of time upon which the Tribunal must focus. Notably, when determining whether it is reasonable to change a pitch fee with effect from 1 March 2025, the Tribunal will pay most regard to evidence relevant to the year leading up to that

date. Subsequent events may rightly be relied upon to help establish a broader “pattern of decline”, but they must be supported by sufficient evidence from the relevant period as well. Otherwise, they would be matters better considered in relation to subsequent pitch fee reviews. Prior matters are more relevant, but the greater delay in raising them as distinct issues relevant to a pitch fee, the less weight they are likely to attract, not least because pitch fee increases agreed or determined since those issues would likely have already taken them into account. The Tribunal should be slow to find otherwise, albeit it will of course consider whether relatively minor matters that occur year after year might cumulatively impact on pitch fees when individually they might not. Conversely, the Tribunal will be mindful that significant individual matters that occur year after year may be indicative of a broader decline in management standards that is not fully reflected in individual pitch fee reviews even when they are taken into account.

19. It is important to stress this point in this case because much of the Respondent’s evidence related to matters that post-dated the pitch fee review date of 1 March 2025. This was in circumstances where there was little cogent evidence of any particular management failures occurring during the period 1 March 2024 – 28 February 2025, save in respect of the water leak and potentially the pond. The Tribunal considered that these were not directly related and appeared to be relatively “standalone” issues, not necessarily arising at the same time.
20. It is relevant to record that the Site was inspected by both the professional and lay members of the Tribunal on 23 March 2026. They were accompanied by a representative of the Applicant, Ms Jobson, and Mr Edwards on behalf of the Respondents. The Tribunal’s view, albeit necessarily limited to the Site’s status on the day of the inspection, was that it was well-presented, free of any significant defects and requiring no obvious repairs of significance. The entrance gate was noted as being inoperative, but it was not in dispute that repairs were awaited.
21. The Tribunal accepted that in or around 2022, the Site manager’s on-site office was removed along with CCTV covering the Site entrance. It accepted that the Site manager was not always present prior to then in any event, but would have regularly attended. He remained contactable after 2022, including in emergencies. He was regularly contacted by Site residents up until March 2025.
22. The Tribunal found that it was the ability to contact the Site manager and his visiting the Site regularly that was more important than the presence of an office on the Site. As no particular concerns had been raised about that since 2022, the Tribunal was not prepared to accept that the removal of the office should influence its decision whether to change the pitch fees with effect from 1 March 2025.

23. In relation to CCTV, the Tribunal had little information about its extent or removal or any contemporaneous complaints about that. It might be capable of amounting to a reduction in services, but must be meaningful for that to be the case. That no issue has been raised about it until now suggests that it was not especially important to the Respondents. It has not affected previous pitch fee reviews, when it might have been raised more pertinently. Accordingly, the Tribunal again determined that it should not affect its decision whether to change the pitch fees with effect from 1 March 2025.
24. In relation to the entrance gate to the Site, the Tribunal accepted that it had been somewhat unreliable between March 2024 and February 2025 but that significant faults were rectified within reasonable timescales. The most serious fault that developed in August or September 2025 was a separate matter, arising after the period most relevant to the Tribunal's determination. Although it might support a general argument that the Applicant's management services had declined, the Tribunal would place most weight on contemporaneous management failures (i.e. up until 28 February 2025).
25. The only evidence of potentially significant management failures in the period prior to 1 March 2025 related to the water leak and perhaps the pond maintenance. In relation to the latter, the issue was not pursued at the hearing and was distinct. In relation to the former, the Tribunal accepted there had been a considerable leak at the point of entry of the water supply to the Site, within the Applicant's responsibility. It resulted in a noticeable drop in water pressure across the Site between at least April 2024 and 17 October 2024, when the leak was fixed. The Tribunal found it affected all Site residents, although some would have been bothered by it more than others. A separate leak or leaks had occurred in 2023 and been repaired.
26. On 16 June 2025, not directly related to the leak, the Applicant's National Sales Director confirmed by email to a Site resident as follows:
- "The meter readings are now taken by our representative on Park and were submitted to our Accounts Team this morning*
- I am sure if they see an issue they will inform our Maintenance Department".*
27. The Tribunal found that this was precisely the sort of proactive management it would expect. If meter readings show an unusually high consumption, the Applicant should investigate. In this case, that didn't happen promptly. The Applicant was aware of the water leak since before 15 August 2024 (when it attended the Site alongside Dŵr Cymru (Welsh Water) to investigate). It was not repaired until 17 October 2024.

28. The Tribunal concluded that this failure to promptly address the leak was a significant matter that demonstrated a poor service, resulting in a notable decrease in the amenity of the Site for around half a year.
29. The Tribunal accepted that this was a significant issue but of itself could not be taken as indicative of a more generalised decline in management services (even if considered alongside the pond maintenance issue). It might of course provide a greater indication of such decline as the years go by, especially when coupled with the other issues raised by the Respondents that post-dated 1 March 2025 (if they are true, a matter about which the Tribunal made no findings). It is right to record that the Respondents had raised other concerns with the Applicant, for instance in respect of damaged lighting that took time to repair in 2024 (after storm Darragh), however (even if true) they were not significant enough to affect the Tribunal's determination.
30. The Tribunal did not consider the matters that post-dated 1 March 2025 to any great extent as they were not especially relevant to this Tribunal's determination. It was simply worth clarifying that the Applicant said that the Site manager was in post until at least 1 March 2025, which the Tribunal accepted. Accordingly, even if the management change may in itself amount to a service reduction or have led to a deterioration in quality or Site condition, as the change occurred after 1 March 2025, it was not significant to this Tribunal's decision.
31. Therefore, the only matter that the Tribunal considered to be truly relevant to the 1 March 2025 pitch review related to the water leak and consequent pressure loss over a sustained period between April and October 2024. Its adverse effects may have varied somewhat as between individual Respondents and it is difficult to quantify. Water remained available to the Respondents largely throughout. The Tribunal notes it has a very wide discretion when determining new pitch fees and can rely on its expert judgement. It found overall that it was reasonable to change the pitch fees to an extent on account of inflation. However, it determined that it should not apply the full CPI increase of 2.5%. It accepted that many services were provided throughout the year and noted that the water leak was eventually repaired satisfactorily, meaning that for a significant part of the year there were no issues with water pressure. Overall, the Tribunal determined that each Respondent's pitch fee should be increased by 2%.

Dated this 6th day of May 2026

Judge M. Hunt