

**Y TRIBIWNLYS EIDDO PRESWYL**  
**RESIDENTIAL PROPERTY TRIBUNAL**

**Reference: RPT/0017/11/17**

**In the matter of number 10 The Glade, Caerwnon Park, Builth Wells, Powys, LD2 3YE**

**And in the matter of the Mobile Homes (Wales) Act 2013**

**TRIBUNAL:** Timothy Walsh (Chairman)  
Paul Lucas (Surveyor)  
Juliet Playfair

**APPLICANT:** Berkeley Leisure Group Limited

**RESPONDENTS:** (1) Mr. Alan John Farmer  
(2) Mrs. Lesley Alice Farmer

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**REASONS FOR THE DECISION OF THE RESIDENTIAL PROPERTY TRIBUNAL**

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**Summary of Determination**

1. For the reasons that follow, the Tribunal determines that the Respondents have breached Rule 15 of the material site rules and Clause 3(i) of Part IV of their mobile home agreement with the Applicant in that they have acquired and kept a second dog at their mobile home since the current site rules came into operation.

**Overview, Representation and Attendance at the Hearing**

2. This case concerns a simple matter which is of considerable importance to the Respondents. They currently have two dogs which they keep with them in their mobile home. The Applicant states that this is a breach of the site rules applicable to the material park and that the Respondents must remedy the breach. This Tribunal is asked to make a declaration to that effect.
3. An inspection and final hearing in this matter took place on 21 February 2018.
4. The Applicant is Berkeley Leisure Group Limited. It is the owner and operator of Caerwnon Park in Builth Wells, Powys ("the Park"). The Applicant was represented at the hearing by Ms. Anouska Musson of Tozers Solicitors. We also heard from Mr. David Curson (the Applicant's Operations Director) and Mrs. Julie Lloyd (the Applicant's Operations Assistant).

5. The Respondents are Mr. Alan Farmer and his wife Mrs. Lesley Farmer. They own and occupy a mobile home at the Park stationed on a pitch known as "Pitch 10 The Glade".
6. The Respondents did not attend the final hearing nor were they present for the inspection. By a letter dated 19 February 2018 (although not received by the Chairman until the day before the hearing) Mr. Farmer notified the Tribunal that he and his wife would not be attending the hearing and they were content that it should proceed in their absence as they would simply "accept the outcome". It is apparent from that letter, and other correspondence, that Mrs. Farmer does not presently enjoy good health and those health issues appear to be the reason why the Respondents were not in attendance. The letter was quite clear that no adjournment was sought.
7. The present application is brought under the Mobile Homes (Wales) Act 2013 ("the Act") and, as such, the applicable procedural regulations are the Residential Property Tribunal Procedures & Fees (Wales) Regulations 2016. Pursuant to Regulation 32, where a party fails to appear at a hearing the tribunal may proceed if (a) it is satisfied that notice of the hearing has been given to that party in accordance with the regulations and (b) it is not satisfied that there is a good reason for the failure to appear. In reality, that rule is probably not engaged when a party expressly notifies the Tribunal that they will not be attending because they are not "failing to appear" in the manner evidently anticipated in the Regulations. In any event, the notice requirements in regulation 27 require that a party is given 21 days' notice of the hearing and here the Tribunal gave the Respondents' adequate notice by letter dated 11 January 2018. The Applicant confirmed that it wished the hearing to go ahead and, in view of the Respondents' consent to matters proceeding in their absence, we determined that it was proper to proceed.

### **The Application, the facts and the relevant legislation**

8. The present application is brought under Part 4 and section 54(1) of the 2013 Act. Part 4 of the Act is concerned with Mobile Home Agreements and, more specifically, it applies to any agreement under which a person is entitled (a) to station a mobile home on a protected site, and (b) to occupy that mobile home as the person's only or main residence. By section 54(1) of the Act, a Residential Property Tribunal has jurisdiction (a) to determine any question arising under Part 4 of the Act or any agreement to which it applies, and (b) to entertain any proceedings brought under Part 4 or any such agreement.
9. The Application itself is dated 20 November 2017 and seeks an order that: "*(i) The Respondent [sic] is in breach of their Agreement, specifically, Clause 3(i) of the express terms contained in part IV of the Agreement and park rule 15; and (ii) The Respondent be required to remedy their breach within a reasonable period of time, namely, within 28 days of the date of the Order*".
10. We have had regard to the Applicant's Statement in Support (dated 20 November 2017) from Mrs. Julie Lloyd together with a handwritten joint statement from the Respondents dated 29 December 2017 (and the attachments to it). We have also considered the

extensive correspondence passing between the parties and heard an elaboration or explanation of further material points from the Applicant's Mrs. Lloyd and Mr. Curson. From a consideration of that material, there is evidently little, if anything, that is materially in dispute on the facts.

### The Character of the Park

11. Caerwnon Park is situated in an elevated location in the heart of the Powys countryside some three miles north-west of the rural town of Builth Wells. The site extends to some 24 acres, or thereabouts, and is approached via a single-track metalled road, which itself leads to the A470 trunk road between Builth Wells and Newbridge-On-Wye.
12. The site of the Park slopes gently to the south-west enjoying splendid panoramic views towards the River Wye valley and the Cambrian Mountains and has been designed to offer some 125 pitches of "Park Homes" for retirement purposes; at the time of inspection, development of the area was ongoing. Immediate facilities are limited, although there is an onsite park manager and daily buses run from the Park to Builth Wells where major shopping and social amenities are located.
13. Each individual unit on the Park site is of standard park home construction with mainly rendered elevations on a block base, under a tiled roof and incorporating uPVC double sealed windows throughout. Heating is provided by a liquid propane gas central heating system. The Respondents' home at the pitch known as 10 The Glade is located close to the centre of the park, facing south-west. All units on the site either incorporate a garage or garage space for vehicular purposes. Number 10 has lawned garden areas which, in our view, could reasonably accommodate use by two small dogs.

### The relevant background

14. On 17 December 2003 a Mr. Brian Holbrook and Mrs. Carol Holbrook entered into an agreement with the Berkley Leisure Group Limited pursuant to which they were entitled to station a mobile home at the Park on the pitch at 10 The Glade. That was an agreement to which the Mobile Homes Act 1983 applied and there was accordingly a Written Statement of the terms and conditions as required under the 1983 Act and the accompanying regulations. The Respondents took an assignment of that agreement on 1 May 2008. Under clause 3(i) of Part IV of that agreement the Respondents, as occupiers, expressly undertake: "*To comply with the Park Rules from time to time in force...*".
15. The Park Rules historically in place included a former rule 10 in these terms:

*"10. Pets where permitted at the Company's discretion must be kept under proper control and not allowed to despoil the Park. Under no circumstances are dogs or cats allowed as pets other than those already registered nor may they be kennelled overnight on the Park. Existing pets may not be replaced without prior written permission from the Company."*

16. In applying that rule, we were told the Applicant adopted a “one pet” policy and so it would generally permit site occupiers to have not more than one pet. We heard evidence from the Applicant’s Operations Assistant (the aforementioned Mrs. Julie Lloyd) who explained that this was not treated as a blanket ban and that the Applicant would use its discretion to sometimes allow an occupier to have more than one pet in appropriate circumstances. This appears to have been common when pets had to be rehomed when the occupier of one of the homes sited in the Park died.
17. It is the Applicant’s unchallenged case that, on 5 February 2016, the former rule 10 was replaced by a new Rule 15. Rule 15 provides as follows:

*“Pets*

*15. You [i.e. an occupier] must not keep any pet or animal at the park home or on the pitch except for one of the following:*

*- Not more than 1 dog (other than any breeds subject to the Dangerous Dogs Act 1991 which are not permitted). You must keep any dog under proper control and you must not permit it to frighten other users of the park. You must keep any dog on a leash and must not allow it to despoil the park.*

*Or*

*- Not more than 1 domestic cat.”*

18. That the site rules changed in 2016 is not in dispute.
19. The law relating to mobile homes sites in Wales was the subject of significant reform under the Mobile Homes (Wales) Act 2013. The 2013 Act is broadly concerned with “protected sites” which are defined in section 2 of that Act as “any land in Wales on which a mobile home is stationed for the purposes of human habitation”.
20. For present purposes, the significant innovation in the law is to be found in section 52 of the 2013 Act:

*Site rules*

*52(1) In the case of a protected site, other than a local authority Gypsy and Traveller site, for which there are site rules, each of the rules is to be an express term of each agreement to which this Part applies that relates to a pitch on the site (including an agreement made before commencement or one made before the making of the rules).*

*(2) The “site rules” for a protected site are rules 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.*

*(3) Any rules made by the owner before the coming into force of this section which relate to a matter mentioned in subsection (2) cease to have effect at the end of such period beginning with the day on which this section comes into force as may be prescribed by regulations made by the Welsh Ministers.*

*(4) Site rules come into force at the end of such period beginning with the first consultation day as may be prescribed by regulations made by the Welsh Ministers, if before the end of that period a copy of the rules is deposited with the local authority in whose area the protected site is situated.*

*(5) Where a site rule is varied, the rule as varied comes into force at the end of such period beginning with the first consultation day as may be prescribed by regulations made by the Welsh Ministers, if—*

*(a) the rule is varied in accordance with the procedure prescribed by regulations made by the Welsh Ministers, and*

*(b) a copy of the rule as varied is before the end of that period deposited with the local authority in whose area the protected site is situated.*

*(6) Where a site rule is deleted, the deletion comes into force at the end of such period beginning with the first consultation day as may be prescribed by regulations made by the Welsh Ministers, if—*

*(a) the rule is deleted in accordance with such procedure as may be prescribed by regulations made by the Welsh Ministers, and*

*(b) notice of the deletion is deposited before the end of that period...with the local authority in whose area the protected site is situated.*

*(7) The Welsh Ministers may by regulations provide that a site rule may not be made, varied or deleted unless a proposal to make, vary or delete the rule is notified to the occupiers of mobile homes on the site in question in accordance with the regulations.*

*(8) The Welsh Ministers may by regulations provide that site rules, or rules such as are mentioned in subsection (3), are of no effect in so far as they make provision in relation to matters prescribed by the regulations.*

*(9) The Welsh Ministers may by regulations make provision as to the resolution of disputes—*

*(a) relating to a proposal to make, vary or delete a site rule,*

*(b) as to whether the making, variation or deletion of a site rule was in accordance with the applicable procedure prescribed by the regulations,*

*(c) as to whether a deposit required to be made by virtue of subsection (4), (5) or (6) was made before the end of the relevant period.*

*(10) Provision under subsection (9) may confer functions on a tribunal.*

*(11) The Welsh Ministers may by regulations—*

*(a) require a local authority to establish and keep up to date a register of site rules in respect of protected sites in its area,*

*(b) require a local authority to publish the up-to-date register,*

*(c) provide that any deposit required to be made by virtue of subsection (4), (5) or (6) must be accompanied by a fee of such amount as the local authority may determine.*

*(12) In this section “first consultation day” means the day on which a proposal made under regulations under subsection (7) is notified to the occupiers of mobile homes on the site in accordance with the regulations.*

21. The resulting regulations were the Mobile Homes (Site Rules) (Wales) Regulations 2014 which came into force on 1 October 2014.
22. The effect of the 2013 Act and the accompanying regulations was to provide that the site rules for a protected site are, under section 52(2), the rules made by a site owner in accordance with the procedure in the regulations which relate to (a) the management and conduct of the site or (b) such other matters as prescribed by the regulations. Existing rules were to cease to have effect. In regulation 3, prescribed matters for section 52(2) purposes are site rules which are 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.
23. Under section 52(8) the regulations may provide that certain site rules are of no effect insofar as they make provision for matters prescribed by the regulations. Regulation 5 of the 2014 Regulations gives effect to this by providing that: *“A site rule is of no effect in relation to any of the matters prescribed in Schedule 5 of these Regulations”*. The Applicant states that this is relevant because the list of rules of no effect in paragraph 2(a) of Schedule 5 include: *“subject to paragraph 3, any matter which is expressed to grant an occupier a right subject to the exercise of discretion by the owner...”*. Paragraph 3 is a saving provision which provides that paragraph 2(a) *“...does not prevent an owner from exercising discretion to grant an occupier a right in order to accommodate that occupier’s disability”*. The Applicant also directed our attention to paragraph 4 of Schedule 5 which reads as follows: *“4(1) Where– (a) prior to the deposit of a site rule, the occupier enjoyed a site benefit; and (b) the effect of the coming into force of the deposited rule is that the enjoyment of the benefit by the occupier will be a breach of the deposited site rule; the occupier will not be in breach of the deposited site rule for the period that the benefit continues to subsist”*. We address the relevance of this below.
24. Returning to the narrative, the Applicant engaged in the required statutory process for the introduction of new park rules under the Act and the 2014 Regulations and that in fact resulted in a previous determination of this Tribunal (albeit differently constituted) dated 5 January 2016. It is the Applicant’s position that the resulting park rules came into force in February 2016 and, as already noted, there is no challenge to this (indeed the Respondents’ statement of case expressly refers to the new rules coming into force on 5 February 2016). Rule 15 of the now applicable site rules is set out above and was, in fact, the subject of that prior determination. For completeness, we should add that Rule 16 provides that Rule 15 does not prevent an occupier from keeping *“an assistance dog if this required to support your disability and Assistance Dogs UK or any successor body has issued you with an Identification Book or other appropriate evidence”*. There is no suggestion that Rule 16 applies here.
25. A large volume of correspondence has passed between the Applicant and the Respondents with regard to the Respondents’ alleged breach of Rule 15. This correspondence began in May 2017 when the Respondents were seen walking two dogs around the Park. It is

unnecessary to set out the detail of that correspondence but the following points emerge from it:

- (I) The Respondents have two small dogs. Namely, a King Charles Cavalier spaniel and a Shih-Tzu (this emerges from an email from Mr. Farmer dated 1 September 2017).
- (II) The Respondents evidently accept that they only had one dog prior to the new Rule 15 coming into effect in February 2016. The Respondents also accept that they obtained a second dog (called Tammy) subsequently and that they did so with full knowledge of Rule 15 and in the knowledge that they were acting in breach of that rule.

For example, on 5 July 2017 Mr. Farmer wrote to the Applicant: *"...there appeared some delight when I said I was aware of [the] park rule but regrettably went ahead. I have a good reason. I do not believe we live in a country with no flexibility. I own up..."*. In an email dated 11 July 2017 he added: *"We would not have considered another pet if others had not done so also signing for new rules"*. In an email dated 25 August 2017 Mr. Farmer also later complained that: *"When we requested a second dog some years ago and you refused it would appear that if we had sneaked it on the park it would have been ok now"*. This is evidently a reference to a request made under the old rules on 25 July 2012 which was rejected by the Applicant in a letter that we have seen dated 31 July 2012.

That the Respondents accept the breach is clear from the entirety of the correspondence (an email from Mr. Farmer dated 23 October 2017 says, in terms, *"From the start of the breach we have tried to be fair..."*) and nothing in their Statement of Case contradicts it.

In the Applicant's supporting evidence Mrs. Lloyd also states, at paragraph 14, that on 30 June 2017 Mr. Farmer telephoned the Applicant and confirmed to Mrs. Lloyd that he had acquired a second dog to keep his other dog company and that Mr. Farmer *"also confirmed that he was aware of Park Rule 15 with regard to the permitted number of dogs allowed per pitch prior to acquiring the second dog"*.

Insofar as it is necessary, based on the Respondents' own correspondence and the unchallenged evidence of the Applicant we find that the Respondents had one dog before Rule 15 came into operation. We also find that they acquired a second dog thereafter.

- (III) The Respondents state that there were "mitigating circumstances" surrounding their decision to acquire a second dog. The correspondence refers to their first dog being "traumatised" after being attacked by another dog on the Park. Mr. Farmer also refers to the distressing effect that the loss of a previous dog had on Mrs. Farmer's health.

- (IV) The Respondents feel aggrieved that they are being required to lose one of their dogs when other occupiers have multiple pets. They have repeatedly asked the Applicant to apply its discretion and treat them in the same way as some of their neighbours.
  - (V) The Applicant has repeatedly expressed the view that it has no discretion in the application of the site rules and that it only treats other occupiers differently if they already had more than one pet under the old site rules regime.
26. Ultimately, the Applicant's entreaties to the Respondents have not resulted in any resolution of this matter. This prompted the Applicant to serve a "Notice of Breach" on 24 August 2017 and, ultimately, this application was commenced on 20 November 2017. It is plain from their response to that application that the Respondents still have two dogs.
27. The Respondents complaint that they are being singled out features heavily in the correspondence and in one email in particular, dated 16 July 2017, Mr. Farmer lists four homes which he believes have acquired more than one pet since Rule 15 came into operation.
28. The Applicant's position generally is that they cannot apply the new rule retrospectively and so cannot require occupiers to rehome pets obtained before the rule came into force. They also deny that they have exercised any discretion in relation to pets obtained afterwards.
29. At the hearing we explored this assertion further with Mrs. Lloyd who gave the following evidence in relation to each of the properties identified in Mr. Farmer's aforementioned email.
- (I) Mr. Farmer complained that Number 88 The Dell had four pets. Mrs. Lloyd informed us that the occupier of Number 88 had four dogs (and a duck). Two of the dogs had been owned before the new rules were introduced but two were acquired afterwards and without the Applicant's permission. We were told that this prompted enforcement action with the result that the number of dogs was reduced back to two.
  - (II) Mr. Farmer asserted that Number 87 The Dell had two pets. The Applicant accepts that this is the position. Mrs. Lloyd explained that this had been permitted under the old rule regime. She accepted that one of the previous dogs had later died and been replaced after Rule 15 came into force. The Applicant's position, however, is that there may be some doubt about whether the previous indulgence is a benefit that "continues to subsist" for the purposes of paragraph 4 of Schedule 5 of the 2014 Regulations so that the replacement of the dog is caught by that saving provision. The decision not to take enforcement action is, we were told, a pragmatic one given the potential cost of arguing the legal point.
  - (III) A complaint was made that Number 15 The Glade had four pets. Mrs. Lloyd explained that they had four dogs and that the position was identical to that pertaining to Number 88. Namely, they had been permitted to have two dogs



before the rule change and had acquired two more after Rule 15 was introduced. This prompted enforcement action and the two additional dogs were rehomed.

- (IV) Mr. Farmer asserted that Number 11 The Glade had two pets. Mrs. Lloyd informed us that the occupier actually has one dog. The second dog is brought onto the Park by a visitor.
- (V) In relation to Number 5 The Glade Mr. Farmer states that they have two pets. Mrs. Lloyd's evidence was that this complaint related to two cats. The occupier of Number 5 had originally had permission for one cat and, as is the way with cats, was understood to have acquired a visiting stray or feral cat. We were told that this occupier was, in any event, back down to one cat.

30. We were impressed by Mrs. Lloyd's evidence which was evidently given with candour and acknowledged the issues with each of the homes identified by the Respondents. In the circumstances, we accept that her evidence was accurate and that the Respondents are not being singled out or victimised in any way. The short point is that no one who had only one pet before the new site rules were introduced has been permitted to have more than one pet afterwards. Moreover, site occupiers who, since February 2016, have attempted to increase the number of their pets have been required to rehouse them.

#### Discussion and Determination

- 31. There is no challenge to site Rule 15 which, as we have previously observed, was one of the rules under consideration by this tribunal in its decision of 5 January 2016 (under reference RPT/0031/07/15). Rule 15 is very clear. The occupiers of mobile homes "must not keep any pet" other than one dog or one cat.
- 32. We accept and concur with Ms. Musson's submission that the Applicant had a discretion to allow more than one pet under Rule 10 of the former rules and we accept that the exercise of that discretion resulted in a "benefit" for the purposes of paragraph 4 of Schedule 5 of the 2014 Regulations. That paragraph operates so that the retention of those pets after February 2016 is not a breach of Rule 15 because the "benefit continues to subsist". That is not true of home owners who had only one pet before February 2016 because they were not already "enjoying the benefit" (to paraphrase paragraph 4) of having more than one pet.
- 33. It follows from this that the Applicant cannot take enforcement action to reduce the number of pets where it has previously permitted an occupier to have more than one pet before the new Rule 15 came into effect. That creates no precedent for the altogether different position which prevails after February 2016 for site occupiers who only previously had one pet.
- 34. The Applicant also submits that the effect of paragraph 2(a) of Schedule 5 of the 2014 Regulations is that there can be no site rule granting a right (except in relation to improvements to an occupier's plot) which is subject to the exercise of discretion by the owner. Put another way, it is the Applicant's position that it could not have retained its former discretion under the old rule 10 when Rule 15 was introduced because the

Regulations prohibit such rules. In reality, it seems to us that the point is somewhat academic here because rule 15 is not cast in discretionary terms anyway. The prohibition on having more than one pet is not subject to an exercise of discretion and no one is claiming that the Applicant has ever purported to exercise such a discretion in relation to the Respondents.

35. Regrettably for the Respondents, Rule 15 prohibits them from having two dogs. Having acquired a second dog only after the new rule came into force, the unavoidable conclusion is that they are in breach of Rule 15 of the Park's site rules.
36. The Applicant referred us to only one authority which was a decision of the First-Tier Tribunal in the matter of *Number 1 St. John's Rise, Restavon Park*. That was a decision of Judge Timothy Powell sitting in the First-Tier Tribunal. It engaged the sister provisions applicable in England and involved a similar breach of site rules regulating the keeping of dogs on a park (in that case introduced under the Mobile Homes (Site Rules) (England) Regulations 2014). On similar facts to the present, the Judge there found that there was a breach of the material site rule. Like almost all of these cases, however, the issues are fact specific and that decision was accordingly of limited assistance.
37. The jurisdiction of this Tribunal derives from section 54 of the Mobile Homes (Wales) Act 2013 and, in view of the facts outlined above, in accordance with section 54(1)(a) we determine that the Respondents are in breach of Rule 15 of the prevailing Site Rules in that they are keeping more than one dog. Further, by reason of that breach of the rules the Respondents are also in breach of Clause 3(i) of Part IV of their mobile home agreement (as defined in section 48 of the 2013 Act). It follows that the Applicant is entitled to the declaration sought to that effect in the instant application.
38. In reaching this determination, we would wish to make plain to the Respondents that we have carefully considered their submissions. We recognise that they are extremely attached to both of their dogs, that the prospect of having to part with one of them is distressing and that there is a concern as to how that would impact upon Mrs. Farmer's health (to the extent that the Respondents would even consider living apart to avoid losing a dog). Unfortunately for the Respondents, however, Rule 15 was a rule which, for the purposes of regulation 4 of the 2014 Welsh Regulations, was regarded as necessary either (a) to ensure that acceptable standards are maintained on the Park site for the general benefit of occupiers, or (b) to promote and maintain community cohesion on the site. That rule came into force after the determination of an appeal under regulation 10 of the 2014 Regulations which appeal was resolved on 5 January 2016. There has been no challenge to the Applicant's assertion that the new rules came into effect under the regulations on 5 February 2016 (the date results from compliance with the timetable spelt out in regulations 12 to 14 of the 2014 Regulations) and, indeed, the Respondents have accepted that they knew that the rule was in place and that they acquired a second dog when the new rules had already been introduced. We have found that they were served with a Notice of Breach in August 2017 and they did not remedy that breach within a reasonable period, or at all. In those circumstances, this Tribunal has no discretion and must make the declaration sought.

39. In their written submission to the Tribunal, the Respondents asked that they be given until the first two weeks in May 2018 in order to take any necessary steps resulting from this decision; they have indicated that their drastic solution to avoid losing a dog may include Mrs. Farmer moving elsewhere. That is a matter for them, although we would express the hope that a solution can be found that does not require the Respondents themselves to live apart. Whilst this breach has been ongoing for a considerable time we also accept (and it is not challenged by the Applicant) that Mrs. Farmer suffers with what the Respondents describe as “significant medical conditions” and that these conditions prompted her admission to hospital as recently as 18 February 2018. It must follow, it seems to us, that rehoming one of their dogs in the 28 days proposed in the Applicant’s application will be unusually difficult for these Respondents.

40. In light of the above, and in view of the Respondents’ exceptional personal circumstances, we are of the opinion that a reasonable period to remove one of their two dogs from the Park, and so avoid any further enforcement action, would extend to 4 p.m. on Friday 11 May 2018.

#### **ORDER**

The Tribunal orders and declares that:

- (I) the Respondents are in breach of Rule 15 of the prevailing site rules applicable at Caerwnon Park in Builth Wells, Powys, in that they keep two dogs at their mobile home sited on pitch 10 The Glade;
- (II) by reason of the foregoing breach of Rule 15, the Respondents are in breach of Clause 3((i) of Part IV of their mobile home agreement with the Applicant;
- (III) it is the Tribunal’s determination that a reasonable time in which to remedy the said breaches is by 4 p.m. on 11 May 2018 in order to avoid any further enforcement action.

**DATED this 6<sup>th</sup> day of March 2018**



**CHAIRMAN**