

**Y TRIBIWNLYS EIDDO PRESWYL**

**RESIDENTIAL PROPERTY TRIBUNAL (WALES)**

**Reference: RPT/0100/02/24 and RPT/0101/02/24**

**In the Matter of an Application for Pitch Fee Reviews under the Mobile Homes (Wales) Act 2013**

**Applicant: Pont Pentre Park Limited**

**Representation: Wayne Maguire of Maguire Holdings Limited**

**Respondents: (1) Michael Wigglesworth (Pitch 85)  
(2) Sharon Wigglesworth (Pitch 90)**

**Representation: None**

**Properties: 85 and 90 Pont Pentre Park, Upper Boat, Pontypridd CF37 5YU**

**Tribunal: Colin Green (Chairman)  
Andrew Lewis FRICS (Valuer Member)  
Dean Morris (Lay Member)**

**Date of hearing: 15 July 2024**

**DECISION**

- (1) In respect of 85 Pont Pentre Park, the Applicant and the First Respondent have agreed the pitch fee increase to £193.75 per week from 1 January 2024.**
- (2) In respect of 90 Pont Pentre Park, the pitch fee is determined at £193.75 per week from 1 January 2024.**

**REASONS FOR DECISION**

**Background**

1. By way of applications dated 22 February 2024, Pont Pentre Park Limited – the Applicant – applied to the Tribunal for the pitch fees payable by the Park Home Owners listed as Respondents to be reviewed with effect from 1 January 2024.
2. Pont Pentre Park is a protected site in the meaning of the Mobile Homes (Wales) Act 2013 (“the Act”). There was a site visit by the valuer and lay member of the

Tribunal on the morning of 15 July, and the hearing took place via Microsoft Teams in the afternoon of that day. The Applicant was represented by Wayne Maguire of Maguire Holdings Limited, the Applicant's managing agent for the site. The Respondents are brother and sister but only Miss Wigglesworth attended the hearing. The Tribunal was informed that Michael Wigglesworth had agreed the increase in the pitch fee to £193.75 from 1 January 2024 which was confirmed by Mr. Maguire, and that agreement is recorded in this decision. Accordingly, the only issue to be determined by the Tribunal is the review of the pitch fee for plot 90, Miss Wigglesworth's pitch.

3. Her agreement for pitch 90 commenced on 23 March 2023 at a pitch fee of £185.23 per month and with a review date of 1 January in each year. On 21 November Maguire Holdings Limited served a notice in a pitch fee review form seeking an increase in the pitch fee to £193.75 per month from 1 January 2024, the review date. The increase of £8.52 per month was calculated by reference to the percentage increase of the Consumer Price Index (CPI) over the period ending with the month before service of the notice (October 2023) and beginning 12 months earlier in October 2022. The Tribunal has confirmed that there was an increase of 4.6% over that period, and that £8.52 represents a 4.599969% increase.
4. The Applicant did not rely on any other matters to justify the increase beyond the CPI increase.
5. Mr. and Miss Wigglesworth did not agree the increase, hence the need for an application to the Tribunal to determine the pitch fee review.
6. In support of the application Mr. Maguire provided a document headed "Grounds of Appeal" and a statement he made on 7 May 2024, with 26 exhibits. Miss Wigglesworth relied on an email sent to the Tribunal on 15 April and various photographs and video screenshots. The Tribunal heard testimony from both and each asked questions of the other.

**Statutory provisions**

7. Schedule 2, Part 1, Chapter 2 of the Act, contains the terms of mobile home agreements implied by the Act. Those dealing with pitch fee reviews are at paragraphs 17 – 20. Paragraph 18 provides:  
*"18(1) When determining the amount of the new pitch fee particular regard is to be had to—  
(a) any sums expended by the owner since the last review date on improvements—  
(i) which are for the benefit of the occupiers of mobile homes on the protected site,*

- (ii) *which were the subject of consultation in accordance with paragraph 22(1)(e) and (f), and*
  - (iii) *to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, a tribunal, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee,*
- (b) *any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this sub-paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph),*
- (c) *any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this sub-paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph), and*
- (d) *any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date.*
- (2) *But no regard is to be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of complying with provisions contained in this Part which were not contained in the Mobile Homes Act 1983 in its application in relation to Wales before the coming into force of this Part.*
- (3) *When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only 1 occupier and, in the event of there being more than 1 occupier of a mobile home, its occupier is to be taken to be whichever of them the occupiers agree or, in default of agreement, the one whose name appears first on the agreement.*
- (4) *In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review*

*date are to be read as references to the date when the agreement commenced.”*

8. Paragraph 20 states that 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 CPI. As noted above, the increase in the pitch fee by £8.52 per month is within that margin.
9. Miss Wigglesworth has raised several matters which she contends are relevant. The only provision of paragraph 18 into which they could fall is paragraph 18(1)(b), so that the relevant issue for the Tribunal is whether there has been a deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the beginning of Miss Wigglesworth’s agreement on 23 March 2023, and if so, whether it is unreasonable to apply the presumption under paragraph 20.
10. The Tribunal accepts Mr. Maguire’s account concerning the history and development of the site, which was not challenged by Miss Wigglesworth. The Park has been licensed since the late 1960s but has been undergoing a full redevelopment since 2019 with the whole infrastructure having been renewed. New roads, bases, mains 3 phase electricity supply, mains gas supply, mains water supply, high speed fibre broadband and telecoms system, street lighting, site boundary fencing and landscaped communal area/dog walk area have been provided.
11. At the time Miss Wigglesworth took up occupancy in March 2023 there were 64 mobile homes occupied. As at May 2024 there were 76 mobile homes sited on fully landscaped pitches. During the development of additional pitches, the area under development has been fenced off from the remainder of the site for security, and health and safety reasons while construction work is undertaken. When Miss Wigglesworth took up occupation the fence and gates separating the developed area of the site from the less developed area of the site had by this time been moved to a new position and a one-way system brought into operation with road markings indicating this. Miss Wigglesworth chose a home which was already sited and at the time of her purchase there were several other of these standing homes available which were further from and more shielded from the less developed area of the site.
12. Mr. Maguire considers that the section of the Park which Miss Wigglesworth occupies has improved markedly since her arrival and is near to full occupancy and completion. The unfinished section of the Park has changed little during the time that Miss Wigglesworth has lived there. This area is separated from the more developed part with fencing and gated access. For some time before the

beginning of Miss Wigglesworth's occupancy, the containers, static caravan, plant and machinery and building materials have all been in situ, albeit that the amount of materials has fluctuated during that time dependent on the works being carried out.

13. The most convenient method of considering each of the issues raised by Miss Wigglesworth is under the following headings.

**Fires**

14. There are several photographs and screenshots from videos of smoke from burning rubbish in undeveloped areas of the site behind protective fences, taken by Miss Wigglesworth from inside her mobile home, although it was unclear on how many occasions these had been taken. According to her evidence, the fires took place in this location over a few months.
15. Mr. Maguire's evidence was that any clean wood and paper has been burnt on the unfinished area of the Park as far from the occupied homes as possible and only when the wind, if any, is blowing in a direction which will not cause any inconvenience to members of the public or occupiers. When a fire is to be lit he or his wife contact the local Fire Brigade to let them know, and fires are not lit unless there will be staff available to deal with any problems arising. This has been the case since redevelopment works started in 2019.
16. Burning untreated wood and garden waste is allowed under the site license conditions and the Natural Resources Wales Exemption NRW-WME065824. Any other waste is sorted into recyclable bins or other containers and taken off-site and not burned. Therefore, only material within the scope of the licence is burnt on site and not, for example, the plastics alleged by Miss Wigglesworth of which there is no photographic evidence. This has been the position since before Miss Wigglesworth took up occupation.
17. On 6<sup>th</sup> March 2024, Mr. Maguire's wife received a telephone call from an Environmental Health Officer at Rhondda Cynon Taf County Borough Council, notifying her of a complaint from a resident claiming that fires were lit that lasted for days and that one was burning at that time. The complainant also claimed that the Applicant was breaking the site license conditions and that it did not have an exemption from NRW to burn waste. Photographs and the necessary documentation were supplied to the Council which visited the site and no action was taken.

**Weeds**

18. It is only weeds that are growing other than on mobile home pitches that are relevant. The upkeep of individual pitches is a matter for each mobile home owner, not the site owner. There are photographs of weeds on an unoccupied

pitch. Mr. Maguire's evidence was that such weeds are strimmed regularly and treated with weedkiller. Such locations are quite distinct from the rest of the site however, and are fenced off for the above stated reasons. No complaints have been received from anyone else in the Park concerning weeds. During the site visit the panel members saw no evidence of excessive weeds.

**Work starting at 7.00am**

19. According to Mr. Maguire, building works start no earlier than 07.30 and finish no later than 18.00, the permitted hours under the site license conditions. Contractors may arrive at the site before 7.30am to get ready but works do not start before 7.30am. No complaints on this matter from any resident other than Miss Wigglesworth.

**Roads/Park not cleaned**

20. Miss Wigglesworth relies on photographs, some of which show gravel or other small items of debris on the roads. Mr. Maguire's evidence was that every effort is made to keep the roads clean during works, but it would be unrealistic to expect there to be no mess whatsoever. If the photographs had been taken at the end of the day they would show the roads to have been cleaned. Mr. Maguire and his wife live on the Park and regularly pick up any small items which have been dropped by residents or the waste collectors. The roads are swept when necessary and Maguire Holdings Limited has its own sweepers, steam cleaner and jet washer onsite – photographs were provided by Mr. Maguire, along with a photograph of a telehandler mounted road sweeper which is collected when needed.
21. When individual pitches have homes sited and landscaped the pitch, road and area around it are thoroughly cleaned. It would be counterproductive not to do so as these units are for sale at the park. Again, no complaints have been received from any other resident and the panel members saw no evidence of unclean roads during the inspection.

**Fences supported by bricks/blocks**

22. Miss Wigglesworth provided photographs of fences/concrete gravel boards sitting on bricks and other supports. According to Mr. Maguire this has been the case since 2019 These fences are on unoccupied pitches which are out of bounds for residents or members of the public. This is normal practice: when fences are erected on site allowance has to be made for the difference in height across the individual pitch and between neighbouring pitches. The fences are set at the height necessary to make these allowances and then, once a park home is sited at a pitch, the ground level is raised to the correct height to lay slabs and other hard landscaping, with the bricks/blocks remaining in place. The ground cannot be raised to this level before the home is delivered and sited as this would impede the home being pushed onto the concrete base and access by the siting

contractor to the underside of the homed during siting. During the inspection Miss Wigglesworth brought to the attention of the Valuer and Lay Member of the Tribunal bricks/blocks that were visibly supporting the fencing of a mobile home which adjoined the communal amenity area. Again, there have been no other complaints concerning these matters, and the actions of the developer were not considered unreasonable in the circumstances.

### **Rodents**

23. Miss Wigglesworth relied on a photograph of what appears to be a rat in a hole. On 12 April 2024 Mr. Maguire received an email from Miss Wigglesworth regarding the sighting of a rat in her garden. Mr. Maguire says that the Environmental Health Department at the local authority was contacted and an Officer, Ian Lester, made a site visit that day. His wife escorted Mr. Lester on the visit and the incident with the rat was discussed. He said that one rat was not in itself an indication of any problem and couldn't be considered an infestation. He noted that the site was kept very clean and tidy, there were no obvious food sources, the site was in close proximity to large food outlets and in the countryside. He said that it would be wholly unrealistic not to expect sightings of a rat on a 9 acre site in such circumstances, and advised to keep the matter under surveillance with a view to acting if the problem increased markedly but that no action was required at that time.
24. In a subsequent email Miss Wigglesworth stated that she had seen a rat when she moved into the site on 23 March 2023. Although she stated in a later email that she would also seek the Council's advice and from an independent pest control company there is no evidence of any such advice. Nor has any other resident complained. Mr. Maguire believes there is no problems with rodents on the site, and the Tribunal concurs. Miss Wigglesworth's allegation that vermin can be seen all over the site has not been established.

### **Dust from works being carried out**

25. There are photographs of contractors cutting blocks/bricks with a petrol disk cutter and this causing dust. Mr. Maguire says that these photographs appear to be of works carried out whilst laying the parking/driveway to pitch 104, directly opposite Miss Wigglesworth's pitch. Work that has now been completed. No complaint was received at the time from her, and her evidence was that dust issues at this location relate to the period June to August 2023. While this work was being carried out Mrs. Maguire, who works in the Park office, was contacted by a local authority Environmental Health Officer, Ian Lester who said that he had received a complaint of dust being caused by contractors. Mrs. Maguire immediately walked up to the pitch and made the contractors stop and deploy the dust suppression equipment before continuing working. If any complaint of such behaviour is received the contractor is made to cease and use the water dust suppression.

26. Miss Wigglesworth contended in an email of 15 April that, “Environmental health officers have visited the site and the [Maguires] have been made to clean the site up. MP continues to support us and be the link between the local council.” According to Mr. Maguire, An Environmental Health Officer did visit the site at his request on 24th October 2023. The site was not required to be cleaned up; on the contrary, the Officer commented on how clean and tidy the site was. There has been no contact from the local MP and he is not aware of the MP having been in contact with the local authority concerning such matters.

**Bullying, racism, and threatening behaviour**

27. The Tribunal makes no findings in respect of such matters (which are disputed) as they are not relevant to whether there has been any deterioration of the site or decrease in amenity.

**Other matters**

28. In addition to the above, Mr. Maguire submitted that continuing works at the site have, and will, cause a degree of inconvenience to Miss Wigglesworth and other occupiers of the Park, but account should be taken of the fact that the ongoing works, empty pitches awaiting mobile home siting, the fenced and gated area of the site holding the machinery, accommodation, building materials, etc. would have been obvious to anyone visiting the Park, including Miss Wigglesworth. Prior to entering into her agreement in March 2023 she had visited the Park where her brother has a mobile home on a number of occasions. Miss Wigglesworth had put down a deposit on a mobile home at pitch 59 in April 2022 and subsequently an offer in respect of the mobile home at pitch 49 in September 2022.

29. Miss Wigglesworth claimed that she visited the site at weekends when no work was being carried out, but in the Tribunal’s view it must have been apparent that development work was being undertaken and was likely to continue for some time.

30. In respect of the above matters, the Tribunal accept Mr. Maguire’s explanations and account of matters, which are supported by documents where appropriate. It finds Miss. Wigglesworth’s claim that she and other residents have had to live in “inhumane conditions” to be a considerable exaggeration. It is a view apparently not shared by other residents on the site who have not complained about such matters.

31. Mr. Maguire placed reliance on the decision of the First-tier Tribunal in *Cathmal Ltd. v. Sandby* (MAN/OOCG/PHI/2022/0044) from 12 December 2022. That matter concerned a pitch fee increase where the Respondent claimed that her peaceful enjoyment of her mobile home had been disrupted due to construction traffic, noise and dust. The site owner accepted this but claimed that such



matters were part of an ongoing programme of improvement which would benefit all residents and would eventually be complete. The Tribunal found that there had been no deterioration to the amenity of the site that would justify a reduction in the proposed pitch fee. Peace and quiet were only part of the amenities and Mrs. Sandby's difficulties were only temporary. It would not be reasonable to reduce her pitch fee below the increase in inflation as that would have a permanent effect on her pitch fee payable in the future.

32. That decision is not binding on this Tribunal but is of persuasive value. Nevertheless, the Tribunal makes its finding on the following basis. The matters that might affect the site arising from the construction work, such as fires, any debris on the roads, and dust, will have existed for some time prior to 23 March 2023, when Mrs. Wigglesworth's agreement began, and have continued in varying degrees to date. Therefore, they cannot represent a "deterioration" in the condition, and a "decrease" in the amenity, of the site or any adjoining land since the time her agreement commenced. Therefore, paragraph 18(1)(b) is not satisfied and the question of whether it would be unreasonable not to apply the presumption under paragraph 20 does not arise. Were it to do so, however, the Tribunal does not consider that it would be unreasonable to apply the presumption as the matters complained of, where established, do not amount to a substantial interference with the condition of the site or amenities and Miss Wigglesworth either was, or ought to have been, aware that part of the site was undeveloped and that construction work would continue to take place.

#### **Conclusion**

33. Accordingly, the Tribunal determines the pitch fee for pitch 90 at £193.75 as from 1 January 2024.

#### **Costs**

34. In paragraph 60 of Mr. Maguire's statement he seeks an award of costs in the sum of £1,152.00 inclusive of VAT, the cost to the Applicant of retaining Maguire Holdings Limited to conduct and represent it on this application. This issue was not dealt with at the hearing and it is unclear if a costs order is sought against both Respondents or just Miss Wigglesworth, as Mr. Wigglesworth appears to have had no active involvement in the proceedings.

35. The Tribunal makes the following directions in respect of the costs application.

- 35.1. By no later than **4pm 15<sup>th</sup> August 2024 the Applicant** is to serve on the Second Respondent and file with the Tribunal by email written submissions in respect of the claim for costs including details of the relevant statutory provisions relied on and any authorities in support. The Applicant should indicate whether it is registered for VAT.

- 35.2. If the Applicant seeks an order for costs against the First Respondent, the written submissions should also be served on him at the same time.
- 35.3. By no later than **4pm 29<sup>th</sup> August 2024 the Second Respondent** (and if necessary, the First Respondent) may serve on the Applicant and file with the Tribunal by email written submissions in reply.
36. After receipt of written submissions, the Tribunal will make a paper determination in respect of costs.

Dated this 1<sup>st</sup> day of August 2024.

Colin Green  
Tribunal Judge