

Y TRIBIWNLYS EIDDO PRESWYL
THE RESIDENTIAL PROPERTY TRIBUNAL

Reference: RPT/0068/11/2025

Tribunal: Christopher McNall (Lawyer-Chairperson)
Andrew Lewis FRICS (Surveyor member)
Sue Hurds (Lay member)

Applicants: Various occupants
(represented by Mr Bowen and Mr Woodard, both of the QRA)

Respondent: Hills Leisure UK Ltd (a limited company registered in England and Wales with number 04249484)
(represented by Mr Connor Evans of Counsel, instructed by Horsley Law)

Properties: Plots 5, 6, 17, 18, 21, 23, 26, 30, 31, 32, 36, 37, 38, 47, 48, 56, 58, 59, 60 Woodlands Park, Old Crumlin Road, Pontypool, Torfaen NP4 6UP

Application: Under the Mobile Homes (Wales) Act 2013

Hearing Dates: 4-5 August 2026

Decision Date: 22 September 2026

DECISION

For the reasons which are set out more fully below, our decision is as follows:

1. The Applicants' Application is granted in the following terms.
2. The addition of cladding to a previously uncladded mobile home (whether twin-unit or single-unit) does not mean that the mobile home ceases to be a mobile home within the proper meaning and effect of the governing legislation (the Mobile Homes (Wales) Act 2013).
3. In relation to all the Applicants, the addition/installation of cladding to a previously uncladded mobile home is 'recovering' within the meaning of Rule 13 of the Park Rules, and accordingly falls within the exception to Rule 5, and does not require permission.

4. Further or alternatively, the addition/installation of cladding to a previously uncladded mobile home is 'maintenance' of the exterior of the mobile home, and is thereby an operation falling within the proper meaning and effect of any term applicable to any Applicant which permits 'maintenance' of the mobile home.
5. Further or alternatively, the addition/installation of cladding to a previously uncladded mobile home is a permissible operation under Clause 21(1)(d) of the Implied Terms ('maintenance ...'), meaning that it may be done without prior permission by those persons whose Written Statements contain Clause 21(1)(d) (or a clause in materially identical terms) .
6. The repair or maintenance of *existing* cladding is a permissible repair or maintenance operation, whether under the Park Rules and/or the Implied Terms and/or any operative repair or maintenance clause, and does not require the permission of the site owners.
7. In relation to Plots 21, 37 and 38, the Tribunal is unable on the evidence to determine whether conditions 4.2 and/or 4.4 of the Site Licence are satisfied. However, the Respondent has not established that the separation distances confer upon it a contractual entitlement to require removal of the cladding.

REASONS

1. This is our decision in relation to this application brought by the above named group of mobile homeowners.
2. The application is dated 29 October 2025. It is made by a group of owners and occupiers of homes on this park seeking the determination of "any question arising under part 4 of the Mobile Homes (Wales) Act 2013 or to any agreement to which it applies". The application asks the tribunal to determine the question "that there has been no breach of the site licence by the addition of cladding when distance separation has not been affected". The order which the applicants are asking the tribunal to make is "that retrospective permission be granted to all the occupiers who have added cladding to their homes".
3. A further reason given by Mr and Mrs Bowen, the lead applicants, as the chair and secretary of the QRA, and in relation to their park home, is that "the cladding has been in place since purchase of park home in 2018. It was in place before purchase and Hills agreed to the purchase and accepted their £8000 commission on the sale. The owners have never raised this as an issue until this year."
4. There is no formal cross-application although the respondent, in the concluding paragraph of its skeleton argument, invites the tribunal (a) to dismiss the application; (b) to confirm that the respondent's request to remove unauthorised

cladding is lawful; and (c) to make an order that removal be carried out within 28 days.

5. The applicants are the owners of various homes on this mobile home park. The single unifying feature of all of them is that they own mobile homes which are cladded, with that cladding not having been installed at the factory, but rather having been subsequently fitted (or 'retro-fitted'). Apart from that, their individual circumstances to some degree vary, not least in so far as some of them live in 'twin-units' (being homes made up of two parts, which are joined together), whilst others live in single-units. Some of them bought mobile homes with cladding already present, and some of them have installed cladding themselves.

Homes cladded after purchase

		Purchased	Cladded
5	Austin	2004	2023
6	Jones	2004	2023
17	Southall	2018	2023
18	Burch	2005	2018
21	Childs	2020	2021
23	Cowles	2004	2017
26	Peters	2018	2022
30	Grimison	2014	2017
32	Hall	2012	2017
37	Berry	2005	2017
39	Evans	2013	2016
47	Hales	2008	2023
48	Price	2019	2024
56	Smith	2012	2022
59	Beech	2005	2017
60	Smith	2008	2017

Homes which were already cladded on purchase

31	Bowen	2018	Purchased cladded
38	Morgan	2017	Purchased cladded
58	Millward	2025	Purchased cladded

6. From the above, we find that cladding was being installed on a succession of mobile homes on the site. On the information before us, this seems to have begun in 2016 with plot 39. Thereafter, 7 homes were cladded in 2017. Plot 38

was purchased by Mr Morgan in 2017 as already cladded. There was one further installation in 2018, and Mr and Mrs Bowen purchased their home in 2018 already cladded. This amounts to 10 properties being cladded over two or three years, up to and including 2018. There was no cladding fitted in 2019 or 2020, but cladding of homes thereafter resumed. A further 8 were cladded after 2020: 1 in 2021 (plot 21); 2 in 2022 (plots 26 and 56); 4 in 2023 (5, 6, 17 and 47); and 1 in 2024 (plot 48). In April 2025 Mrs Millward bought her home (plot 58) as already cladded. All these events antedate the Respondent's first suggestion - as set out further below - that cladding was impermissible.

7. The respondent, Hills Leisure UK Limited, is a limited company, registered in England and Wales, whose registered office is in Ormskirk, but whose head office is in Morecambe, Lancashire. There is evidence (at page 307 of the bundle) that it was the site owner as long ago as July 2004. We do not know whether it is the freehold proprietor of the land at the site, because there is no evidence before us as to the registered title, but it is the holder of the Site Licence granted by Torfaen BC in November 2021 for a period of five years (**'the Site Licence'**). That gives it sufficient interest to be the respondent to this application. The respondent has one director, a Mr Thomas Hill Jr. According to its publicly available Companies House filings, it does not have any employees apart from its director.
8. In terms of documentation, we had a bundle containing 338 pages which was the bundle from an earlier hearing which took place in March 2026, but which hearing (for the reasons explained below) could not be completed. One of those pages was subject to an application by the respondent, made in the face of the Tribunal during the course of the August hearing, for its exclusion on the grounds of legal professional privilege. We have decided, albeit with hesitation, to exclude that document for the more detailed reasons which are set out later in this decision. We also had a lengthy and detailed skeleton argument prepared by Mr. Evans, accompanied by copies of legal authorities and materials, the whole coming to 264 pages. In summary, the Respondents' basic position is that retro-fitted cladding is not permitted under the 2013 Act, the Site Licence, or of the affected pitch-owners' contracts.
9. The surveyor-member of the panel, Mr Andrew Lewis, had conducted an in-person visit to the site on 24 July 2026 when Mr Woodard on behalf of the Applicant was present, along with Mr Richard Hill and Mr Darren Williams for the Respondent. This is an important element of disputes of this kind because it means that the Tribunal itself, through its surveyor-member, has had the chance to compare the evidence filed with the actual position on the ground.

10. We should add that a panel containing Mr Kerry Watkins as its surveyor-member originally convened in March 2026 to consider this application. On that occasion, for the reasons set out in an order made at the time, the application could not be completed in the available time and was adjourned as part-heard. That was in anticipation that the same panel would continue to hear the application when it was relisted. Unfortunately, Mr Watkins subsequently died; and the Tribunal chairperson took the decision, having received written representations from the parties, that the hearing should not resume with a panel of two. Therefore, the hearing began again, including hearing evidence from Mr Bowen, whose evidence had otherwise been completed in March.
11. In relation to disputed matters, the applicants bear the legal and evidential burdens of proof; the standard of proof is the usual civil standard, namely the balance of probabilities, or, put more colloquially, whether something is more likely than not.
12. On behalf of the Applicants, we heard oral evidence from three of the home owners: Mr Bill Bowen, Mr Mike Woodard, and Mr Mike Gunter. Mr Bowen is also the chairman of the Qualifying Residents' Association (the 'QRA'). The QRA has a committee of four. Mrs Bowen is its secretary and Mr Woodard and Mr Gunter sit on that committee.
13. On behalf of the Respondent, we heard evidence from Mrs Julie Atkinson, and from Mr Matthew Gibbs. We did not hear evidence from its director, Mr Tom Hill Jr, nor from any person ever acting as or designated as the site manager for this site.

The Applicants' evidence

Mr Bowen

14. Mr Bowen's written evidence was that he had bought his home privately (and not through the respondent) in 2018; that the home was fully cladded, 'and appeared to be a vast improvement on the general condition of the uncladded homes at the park', and was therefore an attractive purchase, 'knowing it had improved insulation and offering a higher degree of waterproofing'. His written evidence was also that the respondent was aware of his purchase, but did not inform him of any concerns regarding the fitting of cladding, including when requiring their statutory commission on the sale (which was paid).
15. The latter refers to the fact that, under the Mobile Homes (Selling and Gifting) (Wales) Regulations 2014 (SI 2013/1764 (W 178) Regulation 8 and the 2013 Act, site owners are, on a pitch sale, entitled to a maximum of 10% commission, paid directly by the buyer to the site owner. Mr Bowen's evidence, which was

unchallenged, is that he paid the respondent £8,000, being the maximum of 10% of the £80,000 which he paid. Mr Morgan bought his home (plot 38) in 2017, and his evidence is the same. The evidence of Mrs Millward is that she also paid Hills, in mid-2024, although we do not know how much, or what percentage.

16. Mr Bowen's evidence was that Tom Hill, Richard Hill and representatives of the respondent had made numerous visits to the park since his purchase, 'yet no issues have been raised, verbally or in writing'.
17. He was cross-examined. It was obvious that he feels very strongly about this dispute, and has devoted much time and effort to it. But he was unable to give much, if any, meaningful evidence about the cladding on his home or the mechanism whereby a twin-unit could be moved, except to say that park homes were not meant to be moved, and, if this happened, it would be 'very very very infrequent'. His evidence was sometimes prickly and defensive, sometimes straying into argumentative, but he did not pretend to know things when he did not; and we assessed his evidence of fact as truthful. He is not in a position to give evidence (as opposed to making submissions) on the law.

Mr Woodard

18. Mr Woodard did not file any written evidence. He is not one of the affected home owners (his home is not subject to a cladding challenge), but is a member of the QRA. He gave oral evidence. He was not being put forward as an expert witness, but as a witness of fact, albeit one with a particular professional background which meant that he was able to give well-informed evidence. Despite challenge by Mr Evans, we accept that Mr Woodard's evidence - even if not formally expert evidence - was nonetheless evidence which, in substance, was cogent and detailed. We found it of assistance.
19. He owns and occupies a home on this site, is a member of the Institute of Quality Assurance and has significant professional experience of fire safety. We did not find the respondent's determined attempt to seek to encourage us to disregard or give little weight to Mr Woodard's evidence to have been useful or productive. The dispute about Mr Woodard's status as a witness, and whether his evidence was "fact" or "opinion", was ultimately unproductive (i) because the Tribunal decides the case on the totality of the evidence; (ii) the Tribunal can, and does, sift fact from opinion and interpretation, giving appropriate weight; and (iii) in any event, it emerged, there did not appear to be any real dispute between Mr Woodard and Mr Gibbs when it came to fire safety.

Mr Gunter

20. Mr Gunter's written evidence was that he had bought his home in 2011 and installed cladding in 2017 'to further insulate and waterproof my home to a higher standard than its original construction'. His opinion was that the cladding had 'aesthetically enhanced its appearance and no doubt added value'. His written evidence (being identical to the other witness statement templates) was that he was aware of continued visits to the park by Tom Hill, Richard Hill and other representatives of the respondent, since the fitting of his cladding, and 'at no time during those visits has anyone approached me in person, or in writing, to suggest that they had objections to the fitting of cladding to my home'.
21. He was cross-examined. In his cross-examination, he gave oral evidence of something which was not in his statement, which was that the respondent knew about the presence of cladding because its sole director Mr Thomas Hill Jr had personally visited Mr Gunter in Mr Gunter's mobile home, on at least 3 occasions, in order to try and persuade Mr Gunter (a former long-serving member of the police force) to agree to become the site manager (an invitation which Mr Gunter declined).
22. Regardless of the absence of challenge on this point, we nonetheless accept Mr Gunter's evidence as truthful and accurate. It was detailed and cogent. It is moreover significant evidence in the context of this application because it demonstrates that the respondent - through Mr Hill (as opposed to through other persons, discussed below) visited and knew of the conditions on this site; and hence actually knew (or, at the very least, should have known) that homes were being cladded.
23. None of the other applicants gave oral evidence (nor, as far as we are aware, and apart from Mrs Bowen, attended the hearing). We do not draw any adverse inference (i) from the failure of any other of the persons who had filed witness statements to give evidence; nor (ii) from the fact that they were signing what were (to a large extent) template statements. As is entirely unsurprising in a case of this kind, where there is a significant degree of factual overlap or similarity between applicants, and where the lead on the application is being taken by members of the QRA committee, it is difficult to see what evidentially genuinely useful purpose would have been served by calling those other applicants to be cross-examined.
24. We have considered all the other witness statements filed by the applicants, and have given them due weight, taking account of the facts (i) that these were statements written on two templates (drafted by Mr Gunter, but as part of a 'team effort' with Mr Bowen and the other committee members of the QRA), albeit with certain details (such as date of purchase, date of cladding) populated by the makers (one template being for those who cladded their homes themselves, and

one template for those who bought homes already cladded); and (ii) these statements were supported by signed Statements of Truth (or signed authorities when the makers were unable to sign themselves). It is clear that the persons signing them were aware that they were going to be put as a form of evidence before the Tribunal.

25. We disagree with Mr Evans that these statements were no more than a 'tick box'. They contain admissible evidence of fact. Considerable forensic endeavour by way of cross-examination as to the circumstances in which these statements were drafted, populated, and signed, was unproductive (except to the extent that it exposed that the respondent did not actually really take factual issue with the statements). For the avoidance of any doubt, it does not seem to us that anything done by or on or behalf of the Applicants in relation to the preparation of these witness statements has been done other than in good faith. People were not pressurised to sign, and were therefore free to sign or not sign as they saw fit. Moreover, as a matter of common sense, it is easy to see why people receiving solicitors' letters insisting that the cladding should be removed would naturally be concerned about this dispute and its financial implications and would wish to say something to the Tribunal.

The Respondent's evidence

Mrs Atkinson

26. Mrs Julie Atkinson was advanced as the respondent's sole lay witness. She has been associated with the Hill family and their business interests since about 2010, but had only once visited this site, "many years ago".
27. Unfortunately, her evidence was unsatisfactory. Overall, we have significant doubts as to the reliability or integrity of her evidence and, except where we expressly say otherwise, we do not accept it. There are several reasons for this.
28. The first is that she gave oral evidence beginning on the afternoon of day one of the hearing. She was being cross-examined by Mr Bowen. Her evidence had not concluded at the end of the day's proceedings. Therefore, the chairperson gave her the usual warning that she was not to discuss her evidence with anyone before the resumption of proceedings on the following morning. However, on the morning of the second day of the hearing, it came to light that Mrs Atkinson had done exactly what she had been told not to do. She had spoken about the case and the evidence with Mr Tom Hill, who, on the basis of what he had been told by her, had communicated (whether directly or indirectly) to Mr Connor Evans a number of points that Mr Hill wanted to be taken concerning the evidence of the Applicants.

29. We decided that the best course of action was to allow Mrs Atkinson's evidence and cross-examination to proceed, and then to consider the matter at the end of her evidence. After her re-examination had concluded, we gave her the opportunity to tell us what had happened. She confirmed that she had understood the warning, but said that she had only broken it "inadvertently" and not "deliberately". She said that it was not her intention to divulge anything which had happened on the previous day but that, if she did, it was done in the moment and when she was rushing and that nothing which had been said in her conversation with Tom Hill, which had lasted 10-15 minutes on the phone, and which had dealt with a number of matters, had had any influence on her answers. She offered an apology.
30. It is clear to us that she had broken the embargo, and that whatever she had said to Mr Hill had been said in sufficient detail to cause him to seek to direct the respondent's counsel to take points before the Tribunal. We do not accept that the breach was "inadvertent". Mrs Atkinson is a professional person - she is a finance professional, and a Fellow of the Association of Accounting Technicians. She had been given a clear warning by the Tribunal, which she confirmed to us that she had understood. She should therefore have taken whatever steps she considered appropriate to avoid being in the situation of having to choose between fidelity to the Tribunal's instructions, and fidelity to Mr Hill.
31. The second reason for causing us to approach her evidence with caution is this. Her written evidence is contained in her written statement dated 27 January 2026. That witness statement is accompanied by a Statement of Truth in the conventional form. In her oral evidence to us, Mrs Atkinson confirmed her belief that the statement was true. Unfortunately, as it emerged, the witness statement contained an important and material inaccuracy. Even if the witness statement had been drafted by Horsley Law for Mrs Atkinson to consider (as it seems to have been) *she* was the witness and hence *she* was the person ultimately responsible for the truthfulness and accuracy of its contents.
32. She is being put forward as a witness of fact, and stated:
- " I confirm that I am an employee for the Respondent, working as a finance manager at their head office in Morecambe".
33. However, as it emerged, she is not in fact an employee *of the Respondent*, but is an employee of another company, called Stateside Management Limited, which, she tells us, puts its employees at the disposal of the Respondent, pursuant to what she tells us is "a verbal agreement" between Stateside Management's sole director, a Mr Franklin Bonner, and Mr Tom Hill. Although there is nothing inherently objectionable in the arrangement, this should have been set out

clearly in her written evidence, and not left to be winkled out by the Tribunal. That is because her precise standing - especially when she is the only lay witness - is relevant to the cogency of the evidence which she can give. Until this came to light, we had believed that she was the Respondent's finance manager and was therefore a person who could speak with a certain degree of knowledge as to the corporate Respondent's knowledge and belief.

34. The way in which it was put in her witness statement was at the very least misleading - a proposition which Mrs Atkinson accepted. The actual formulations used in the witness statement ("an employee *for* the Respondent"; working "as a Finance Manager at their head office") seem to disguise or obscure the true position.
35. The third reason for causing us to doubt the integrity of her evidence is that she either (i) does not have the requisite knowledge of the Respondent's affairs to speak with any degree of credibility as to things which it did or knew, or (ii) she does know but is unwilling to reveal much about the Respondent's affairs. The most striking example of this was her apparent inability to tell the Tribunal who the site manager of this site actually is. It is certainly not Ms Dempsey who was named as site manager in the 2021 Site Licence.
36. The identity of the site manager is a matter of very basic fact, and is materially relevant, because a named site manager is a prominently-expressed condition of the site licence granted in 2021 by Torfaen BC, and hence is a matter of core regulatory compliance by the Respondent. The site licence was granted on the basis that the Council was satisfied that the manager of the site as specified in the respondent's application for a site licence - one Karen Dempsey - was a fit and proper person. The recital to the Conditions provides that "*In the event the manager or the manager's details change the site owner must notify the local authority in writing of any such change and provide a declaration to the local authority that any new manager is a fit and proper person to manage the site*". The site manager's emergency contact details are also supposed to be displayed at the site: see Condition 2.1(a).
37. Initially, Mrs Atkinson told us that she believed that the site manager was a member of the Hill family who is apparently living on the site. She then sought to change tack to say that it couldn't be that person because of his age, but was probably Mr Bonner (referred to above) who, she thought, perhaps had been site manager since 2022, who is the sole director of Stateside Management Ltd, is based in Morecambe, and is the named 'fit and proper person' for a number of enterprises.

38. There was no evidence from Mr Bonner, and Mrs Atkinson was unable to throw any light on why, if he was indeed the site manager, there was no evidence from him. Mrs Atkinson was unable to tell us whether a person based in Morecambe (who, as far as she was aware, had never visited this site) could be an appropriate person to be the site manager, in the sense of actually knowing about this site and the conditions there. Ultimately, and tellingly, she was driven, when asked in cross-examination about the site manager, to say that she was "not sure" because she "did not really deal with that side of things".
39. We assessed her evidence on this as extremely vague, and it also fed into what we perceived to be a general tendency on her part to defend or deflect questions which went to Mr Hill or the Respondent's knowledge or integrity.
40. We were not persuaded that her professed lack of knowledge of detail was always genuine. There was a stark - and not credible - contrast between her evidence on matters potentially adverse to the respondent (vague) and her evidence on matters potentially adverse to the applicants (detailed). For example, and although she told us, at the outset of her evidence, that she would not be able to recognise a cladded park home from an uncladded home - a surprising stance for someone who has been involved in the industry for at least the last 16 years - she was able to give detailed evidence about Plot 40 (which she asserted had been cladded by the factory using 'CanExcel', 'a fire retardant cladding').
41. This assessment goes to our evaluation of one of the key disputed facts, which is whether the respondent knew of the cladding, and, if so, how and when. Taking the above into account, we do not accept her written evidence that the respondent "*became aware ... that a number of occupiers had installed external cladding to their mobile homes*" through what she described as "*progressional reviews of the site for improvement purposes*". Mrs Atkinson was unable to explain satisfactorily what a "progressional review" even was; or when these alleged reviews had taken place. There is no other evidence before us as to when these reviews were conducted, by whom; what they consisted of, and what the outcome or findings of the reviews were. At its best, this evidence is not better than very vague; and we reject it.

Mr Thomas Hill Jr

42. It was striking that there was no evidence from the respondent's sole director, Mr Thomas Hill Jr, and, as far as we are aware, he did not attend any part of the Tribunal hearing. However, he nonetheless (and perhaps unsurprisingly) was taking a keen interest in them, as set out above.

43. As to his failure to give evidence, he is obviously a person who could have given evidence of fact as to this site and its operation: not least because he is the sole director of the company which has the site licence.

44. Moreover, those applicants who had bought homes which were already cladded said, in their witness statements:

"Hill's Leisure were aware of the purchase of my property and failed to inform me of any concerns regarding the cladding to my home or any of the other homes situated on the park. They did however without any hesitation demand their remuneration as part of the sale. This was paid in full. Tom Hill Richard Hill and representatives of the respondent have made numerous visits to the park since my purchase yet no issues have been raised, verbally or in writing".

45. Hence, Thomas Hill's knowledge of the cladding was being placed firmly in issue. Mr Hill could have told us when he had visited this park, and what he had seen, and what he knew about cladding being installed, and when, and by what means; as indeed could Richard Hill, who had been at the surveyor's site visit.

46. We are not satisfied that the reasons given by Ms Atkinson for the absence of evidence from Mr Tom Hill (in summary, he was very busy, he had lots of other business activities to attend to - at least 25 mobile home parks - and he did not want to get involved with tribunals) were - even if true - good ones.

47. There is an inference to be drawn, on the available evidence, which is that Mr Thomas Hill had indeed known of the installation of cladding on a series of homes on this park for some time, as alleged by the Applicants, sat back and did nothing about it, as alleged by the Applicants, and then, but only in September 2025 (in tandem with another dispute between the QRA and the Respondent concerning pitch fees), was nonetheless prepared to instruct solicitors to try and force owners to remove cladding: first, through fairly muscular solicitors' letters; and then through determined opposition to this application.

Mr Bonner

48. There is no evidence from Mr Bonner, the director of Stateside Management Ltd, and who may be the site manager. We expect, at the very least, that he would have been able to tell us whether he was the site manager, and since when, and how those responsibilities were discharged in relation to this site.

Mr Gibbs

49. Mr Gibbs is the sole director of a company called Clear View Park Homes Ltd, and has considerable personal experience of park homes, including their construction, maintenance, and movement. He was being called to give expert evidence.

50. We were assisted by his evidence. This was contained in a written report dated 20 January 2026, which arose from a site inspection which he had conducted. He had seen the retrofitted cladded homes in situ. He also gave oral evidence and was asked questions by the Tribunal.
51. Although he was instructed by the respondent, we do not consider that his evidence was partisan or anything other than independent. We are confident that he was trying to maintain a proper professional remove from the respondent, with whom he had not had any previous professional interaction.
52. We also remind ourselves that an expert witness is still just a witness, and that the tribunal, and not the witness, decides the case; and also that care should be taken to identify matters of fact (upon which admissible evidence may be given) and matters of law (which are matters for the tribunal). Therefore, the issue of mobility, insofar as it is matter of law, is ultimately one for us to resolve; as are issues about statutory and regulatory compliance. Although certain matters (such as the presence of discarded cladding panels under some of the homes) emerged only in his oral evidence, and were not in his written report, we did not consider that these detracted from the underlying integrity of his evidence.
53. We accept his evidence that it was very difficult to move twin-units, weighing up to 40 tonnes, without using specialist heavy-lifting equipment, but that it could - if necessary - be done.
54. We accept his findings:
- The exterior walls of the subject properties were all originally constructed by jointed timber frame and plywood boards, which were factory-coated with a rough-textured thermoplastic stucco coating.

Plot 5

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 6

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 17

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 18

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

Plot 21

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Distance from neighbouring home is 5.93cm without cladding; 5.86cm with cladding which was agreed on the site inspection with Mr Lewis and the parties representatives

Plot 23

Single unit.

The cladding will have no affect on the chassis if the home required moving.

Plot 30

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 31

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 32

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 36

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 37

Single unit

The cladding will have no affect on the chassis if the home required moving.

Spacing is 5.5m without cladding, which was agreed on the site inspection with Mr Lewis and the parties representatives.

Plot 38

Single unit

The cladding will have no affect on the chassis if the home required moving.

Spacing is 5.5m without cladding, and 5.44m with cladding, which was agreed on the site inspection with Mr Lewis and the parties representatives.

Plot 39

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 47

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 48

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 56

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 58

No removable centre section, which would not allow the home to be split without damage to the cladding or other parts of the home

The cladding will have no affect on the chassis if the home required moving.

Plot 59

Has a removable centre section, which would allow the home to be split if required without damage.

The cladding will have no affect on the chassis if the home required moving.

Plot 60

Has a removable centre section, which would allow the home to be split if required without damage.

The cladding will have no affect on the chassis if the home required moving.

55. In relation to Plot 18, his report says the chassis there “is not of suitable structure” and “may be at risk of distortion and collapse due to the additional weight”. We do not consider Mr Gibbs' concern about Plot 18 to be sufficiently well-established. The Applicants' response, which we accept, calculates the additional cladding load at about 207 kg (or approximately 2% of the home's asserted normal loaded weight). Moreover, it has been cladded for seven years without apparent structural failure.
56. We also accept Mr Gibbs' evidence that removing cladding could cost in the region of £5k plus VAT and that reinstating a stucco finish after removal could cost in the region of £12,000 plus VAT. Hence, the whole exercise of removing cladding and reinstating to stucco (over, for example, a high-density foam product) could cost (say) about £17,000 plus VAT. That is not only a very significant outlay in its own terms, but is a significant proportion of the overall cost of purchasing a home (it would be, for example, about a quarter of what the Bowens paid for their home).
57. We also accepted his evidence that, where there is no removable centre-strip, there was no practical impediment to splitting the cladding, using a saw, to create a 4 or so-inch gap, with the original gap being sealed with a neoprene seal to stop drafts, which could then be covered with a screwed-on centre-strip, at a cost of something in the region of £500-£2000.
58. We also accepted his evidence: (i) as summarised above, single units do not have a centre strip; (ii) as summarised above, some of the twin-units have a removable centre strip, which can be removed without damage.
59. His evidence was that twin-units, for the purposes of being moved, were usually (but not always) split by a series of operations (i) removing the brick skirt; (ii) removing the tripod stands; (iii) removing the coach bolts from the chassis; (iv) exposing and removing the internal centre screws (eg in the ceiling, floor and walls); (v) unhooking the utilities; (vi) removing the cover strip.

60. Some homes had a concealed split; concealed by door frames and coving, as well as carpets and built-in fixtures.

Other evidence

The September 2025 letters

61. This dispute was effectively set in motion in September 2025 when Horsley Law, writing on behalf of the respondent, wrote to a number of occupants of pitches at the site in terms such as the following:

"we are instructed to inform you that the cladding that has been installed has not been approved. Our client further notes that no formal request was ever made for permission to add cladding. This cladding is therefore unauthorised and must be removed"

"we have been informed that you have had external cladding applied to the mobile home... This was carried out without our client's permission, and you are therefore now in breach of contract."

62. It is notable that Horsley Law's letters say nothing in substance about when; by whom, or by what means the Respondent had become aware that cladding had been installed.

63. The mischief was said to be that the cladding

"renders the home no longer compliant with the Mobile Homes (Wales) Act 2013 in that the home is now one and not in two separate sections, making it what the Act would consider to be immobile. In addition, the mobile home is now bigger externally, meaning it is a larger home than permission is granted for."

64. The letters refer to

"the express terms of the agreement .. at part 10, Section 3, that the occupier undertakes with the owner as follows:

(g) not without the written consent of the owner to carry out any building works or erect any porches, sheds, garages, outbuildings, fences or other structures on the pitch

(h) not to do or cause to be done anything upon any part of the park which would constitute a breach of any of the conditions of the site licence applicable from time to time to the park and to comply with any enactments, orders, regulations and bylaws which relate to the park, the pitch or the mobile home, whether national, local or any other competent authority."

65. The express terms being referred to here are the 'Not to build' and 'Not to cause breach of site licence or other regulations' clauses at (g) and (h) of the undated stationery-printed terms at page 72 of the bundle.
66. The letters went on to say that the cladding impacted the spacing distance between the homes on the park, thereby, it was said, bringing the site owners into breach of their site licence, and thereby exposing the park owners to enforcement action by the local authority.
67. It is significant that Horsley Law said that, even if permission had been sought, it would have been refused:
- "The request made to our client would have been, and for the avoidance of doubt remains, denied."*
68. The letters went on to demand that the cladding be removed within 14 days of the date of the letter.
69. The letters go on to say:
- "Alternative dispute resolution (ADR) is an alternative to starting court proceedings. It can take various forms ... should you wish to discuss the claim with us and seek to negotiate a mutually acceptable outcome, our representative will listen to any proposals you have. This may be, for example, in agreement to remove the insulation, and an extension to the time frame for this to be completed, due to the requirements of a contractor and their limited immediate availability. If you do put forward a reasonable proposal we will consider it. **However please be aware that removal is not negotiable.**" (underlining is emphasis added by us).*
70. It is common ground that none of the applicants ever expressly asked the Respondent for permission to install their cladding.
71. Standing back, the following things emerge from this:
- (i) The Respondent's assertion that, even if it had been asked for permission to install cladding, it would have refused, is inconsistent with the Respondent's own contractual obligations, which include the genuine and good-faith consideration of applications, and not unreasonably withholding consent to them. The Respondent has, in effect, unequivocally announced that it would have declined any application for permission to install cladding, regardless of the circumstances. That has a strong bearing on whether the respondent can now realistically say that it should have been asked to install cladding, and that the Applicants' failure to ask for permission should count against the applicants;

- (ii) Whilst the Respondent's suggestion of ADR is, in principle, a good one, the Respondent immediately deprives that suggestion of real meaning when it says that the only thing which is in dispute - the presence of cladding - is the only thing which was non-negotiable. Although that is consistent with the Respondent's position, set out above, it suffers from the same flaw: the Respondent is saying that, even if asked, it would not give permission.

The Site Licence

- 72. There is no dispute that there is a Site Licence. It was granted in November 2021 by Torfaen CBC for a period of five years. It is in the bundle at pages 258-268. It seems (from its internal references) to have been granted in succession to an earlier licence granted in 2016. The 2021 Site Licence was made on the basis of an application made by the respondent in August 2021, which has not been put into evidence.

The Park Rules

- 73. Here, the evidential position is confused and requires some disentangling.
- 74. At pages 225-229 of the bundle is a document entitled 'Park Rules for Woodlands Park' (**'the Park Rules'**). The provenance and history of this document are unclear. It is part of exhibit JA4 to the witness statement of Mrs Atkinson, which is dated 27 January 2026, which simply described in the statement as 'a copy of correspondence'. But Paragraph 14 of her witness statement says that the respondent had requested removal of cladding on the basis (inter alia) that it "constituted external alterations contrary to the pitch agreements". That seems to be a reference to those rules.
- 75. However, in the Applicants' response to those documents, the Applicants say:

"We note the inclusion of Site Rules which do not exist on Woodlands Park, as they were withdrawn by the Respondent at an earlier tribunal and never re-instated. We therefore request that the Tribunal does not take either of these documents into consideration at this tribunal."
- 76. The respondent does not appear to answer the withdrawal allegation expressly, and does seem to proceed on the basis that there are operative Park Rules; and that they are the ones in the bundle.
- 77. There is evidence corroborative of the existence of park rules:
 - (i) Mr and Mrs Bowen's (2017, adopted by them in 2018) Written Statement purports to include them (see Clause 4 of the express terms);

- (ii) The undated document at page 72 includes a covenant (Clause (j)) to comply with the park rules 'from time to time in force a copy of the current park rules being annexed hereto' (there isn't one).
78. The applicants make a very particular allegation - that there are no park rules at all, the same having been 'withdrawn' - and bear the burden. They have failed to discharge that burden:
- (i) There is an inherent probability that park rules exist;
 - (ii) At least two of the Written Statements for this park, such as we have seen, refer to site rules;
 - (iii) There is no direct evidence of 'withdrawal', and this is not something mentioned in any of the Applicants' witness statements;
 - (iv) The applicants have not placed any other information or evidence before us to demonstrate that the Park Rules were 'withdrawn'.
79. Therefore, we proceed on the basis that there are park rules; and we proceed on the basis that the park rules are those in the bundle.
80. These are expressed to be, 'to ensure acceptable standards are maintained on the park, which will be of general benefit to occupiers, and to promote and maintain community cohesion'.
81. Rule 5 is:
- "Save for [sic] as permitted by, rule 13 (external decoration) ... you must not make any alterations whatsoever to your pitch ... You may make external alterations to your park home if you first obtain our written approval, which will not be unreasonably withheld. Before we permit you to carry out external alterations to your park home that may affect the site or other residents in any way (which permission we will not unreasonably withhold), you must supply us with a satisfactory detailed method statement, risk assessment, noise limitations and impact study in order to minimise disruption on the site'.
82. Rule 13 is
- "External decoration
- You must maintain the exterior of your park home and pitch in a clean and tidy condition. Where the exterior of your park home is repainted or recovered you must use reasonable endeavours not to depart from the original colour scheme"

The Written Statements

83. Here, the Tribunal is confronted with another evidential challenge
84. Under the 2013 Act, a "Written Statement" is required to be given to a proposed occupier of a pitch. However, there is no suite of written statements before the Tribunal. The Respondent is the party asserting (amongst other things) that retrofitted cladding is in a breach of the individual pitch-owners' contracts, but has not produced the relevant Written Statements, and so has not proved the existence or content of any express contractual prohibition applicable to them.
85. All that we have is a fragmentary written statement, from July 2004, and therefore (because antedating the 2013 Act, made under the Mobile Homes Act 1983) relating to Plot 23: page 306 of the bundle. It identifies Hills Park Homes Ltd (ie, not the respondent) as the site owner. There is otherwise nothing useful to be derived from it.
86. It was apparently the front sheet of the document at page 307 (being the terms under the written statement) but that is noted as page 1 of 15, and pages 2-15 are not in evidence. Hence, there is nothing useful to be derived from that either, except that the document at page 307 identifies the respondent (and not Hills Park Homes Ltd) as the site owner, suggesting that the respondent was involved with this site as early as July 2004.
87. There are also two pages - said by the Applicants to have been extracted from a "Written Statement", but without specifying whose and of unknown date (but stationery-printed and not word-processed, and hence apparently older) - providing amongst other things that pitch owners were "to keep the pitch... in a neat and tidy condition" (Clause (f) - 'to maintain pitch'); were not 'without the written consent of the owner to carry out any building works or erect any porches sheds garages outbuildings fences or other structures on the pitch' (Clause (g) 'Not to build'); were 'to comply with the park rules from time to time in force ...' (Clause (h) 'To comply with park rules'): page 72 of the bundle.
88. There is also a single page - again, extracted from an unknown document, of an unknown date, with extremely wayward and confusing numbering, relating to the prohibition on carrying out building works except repairs or maintenance permitted under the Implied Terms: see page 73.
89. The only non-fragmentary written statement in evidence is that from February 2017 relating to Plot 31, being the agreement in favour of Mr Church and Ms Webb from whom Mr and Mrs Bowen bought their plot in 2018: page 155. On the face of it, the Written Statement is incomplete, not least in the fact that there is no plan showing the size and location of the pitch, or the size of the base, or measurements.

90. All that we can do is to make findings dealing with the Written Statements which are before us; and the proper meaning and effect of those words, which may be applicable to other Applicants.

Clause 21

91. Mr and Mrs Bowen's Written Statement (and perhaps others which can be shown to have existed in identical terms) provides that the occupier would be given rights under the 2013 Act; and that Part 1 of Schedule 2 of the Act, containing implied terms, "will apply automatically to your agreement and cannot be overridden, so long as your agreement continues to be one to which Part 4 of the Act applies. Those terms are set out in Annex 2 of the written statement. The Site Rules also form part of the terms of the agreement."

92. Annex 2 includes, as an implied term:

"Occupier's obligations and owner's corresponding obligations

[...]

21(1) The occupier must—

[...]

(c) keep the mobile home in a sound state of repair,

(d) maintain—

(i) the outside of the mobile home, and

(ii) the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home,

in a clean and tidy condition

[...]

and

(2) The owner must not do or cause to be done anything—

(a) which may adversely affect the ability of the occupier to perform the obligation under sub-paragraph (1)(c) or which may deter the occupier from making internal improvements to the mobile home or interfere with the occupier's ability to do so, or

(b) which may adversely affect the ability of the occupier to perform the obligations under sub-paragraph (1)(d) or which may deter the occupier from making external improvements to the mobile home or interfere with the occupier's ability to do so.

(3) Sub-paragraph (2) does not authorise the occupier to carry out works to the mobile home which are prohibited by the terms of the agreement or by or under any enactment.

(4) Where the terms of the agreement permit works to the mobile home to be carried out only with the permission of the owner, that permission must not be unreasonably withheld.

93. Part 3 of the Bowens' Written Statement includes as follows:

"Your obligations.

3. You agree with the site owner as follows:

[...]

(d) You must ensure that:

(i) the mobile home at all times complies with the statutory definition of a mobile home set out in the Mobile Homes Act 2013 ..."

(iii) the mobile home is maintained at all times in a condition whereby it is capable of being moved from one pitch on the site to another

(e) you must not, without the prior written consent of the site owner (which must not unreasonably be withheld) carry out any of the following:

(i) building works to the mobile home or the base or the pitch except any repairs or maintenance carried out by you in accordance with clauses 21(1)(c) and/or 21(1)(d) of the Implied Terms set out in Annex to Part 2 of this agreement;

(ii) the erection of any porches, sheds, garages, outbuildings, fences or other structures."

94. On the basis of the above, we can now move to a detailed consideration of the issues.

The Mobility Issue

95. Section 60 of the Mobile Homes (Wales) Act 2013 provides as follows:

Meaning of "mobile home"

(1) In this Act "mobile home" means any structure designed or adapted for human habitation which is capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer)

and any motor vehicle designed or adapted for human habitation, but does not include—

- (a) any railway rolling stock which is for the time being on rails forming part of a railway system, or
 - (b) any tent.
- (2) A structure designed or adapted for human habitation which—
- (a) is composed of not more than 2 sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices, and
 - (b) is, when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer),

is not to be regarded as not being (or as not having been) a mobile home for the purposes of this Act by reason only that it cannot lawfully be moved on a highway when assembled.

(3) For the purposes of this Act “mobile home” does not include a structure designed or adapted for human habitation which falls within subsection (2)(a) and (b) if its dimensions when assembled exceed any of the following limits, namely—

- (a) length (exclusive of any drawbar): 20 metres,
 - (b) width: 6.8 metres, and
 - (c) overall height of living accommodation (measured internally from the floor at the lowest level to the ceiling at the highest level): 3.05 metres.
- (4) The Welsh Ministers may by order substitute for any figure mentioned in subsection (3) such other figure as may be specified in the order.

96. It has never apparently been in dispute that the twin-units on this park, before being retrofitted with cladding, complied with sections 60(1) and 60(2) of the Act, were within the permissible dimensions in section 60(3) of the Act, and were therefore mobile homes within the meaning and effect of the 2013 Act. This is wholly unsurprising because the grant of the Site Licences in 2016 and 2021 (and, in all probability, any and all site licences before them) were expressly predicated on the park containing only mobile homes within the meaning and effect of the 2013 Act; and the Bowens' Written Statement (granted to their immediate predecessors-in-title in 2017) makes no sense at all if what the

Bowens were buying was not a mobile home within (and subject to) the 2013 Act but was something else instead.

97. Therefore, and by necessary implication, it does not appear to be in dispute that the retrofitted cladded homes, before being cladded, were mobile homes within the proper meaning and effect of the 2013 Act, and therefore:

- (i) Were structures designed or adapted for human habitation;
- (ii) Were capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer);
- (iii) Were composed of not more than 2 sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices, and;
- (iv) Were, when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer).

98. We find accordingly. The only question which therefore arises for our determination is whether (and if so, how) the retro-fitted cladding changed that position. The assertion that the addition of cladding had changed the position was raised with the owners, for the first time, in Horsley Law's letters of September 2025. However, those letters are not very helpful. The relevant part of those letters simply asserted non-compliance with the Act, with nothing more than the bare assertion that the installation of cladding meant that a home was no longer mobile. To add to the confusion, materially identical letters were sent to both the owners of single-units as well as twin-units.

99. In its Skeleton Argument, the Respondent helpfully confirmed that there was 'no issue in respect of the 'designed for human habitation' requirement in respect of any of the park homes.

100. Nor is it argued that the addition of cladding means that the structure of a twin-unit is now composed of more than two sections.

101. Submissions were made that the twin-units, as assembled, could not be towed or moved lawfully on the roads, and therefore were outside section 60. We reject those submissions. Section 60 expressly distinguishes physical capability from lawful highway movement. The fact that an assembled twin-unit could not lawfully be moved on a highway does not prevent it satisfying section 60(2)(b), provided that it is physically capable of being towed or carried by road. Section 60(3) separately imposes maximum dimensional limits, and it is not contended that those limits are exceeded in the present case.

102. Therefore, the sole issue in dispute about the 2013 Act is whether the retrofitting of cladding means that the cladded home; namely:
- (i) in the case of a single-unit, is no longer "capable of being moved from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer)";
 - (ii) in the case of a twin-unit, is no longer "physically capable" "of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer)"
103. We reject the respondent's submission that the cladded homes, when assembled, and with the cladding intact, were no longer "capable" or "physically capable", as the case may be, "of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer)":
- (i) It is contrary to the evidence of Mr Gibbs that an assembled twin-unit can be moved;
 - (ii) It is contrary to Mr Gibbs' findings (with the exception of Plot 18, which we have dealt with above) that the cladding has no effect on the chassis if the home requires moving: that is to say, his evidence that a cladded twin-unit can be moved (and noting that the statutory test does not require the assembled unit to travel on its own wheels or chassis: section 60(2)(b) expressly contemplates its being transported on a motor vehicle or trailer);
 - (iii) There is no evidence to support the respondent's case that movement of a cladded unit (whether single or twin) is not "physically capable" because it would (as Mr Evans suggested) create the danger of "pieces flying off". Counsel's submission is not in itself evidence and is not supported by any evidence. Moreover, and as a matter of common sense, a haulage company prepared to undertake the transport of a park home in this way (whether a single unit or an assembled twin) would ordinarily be expected to know its own business, and to take such precautions as would be appropriate.
104. The respondent submits that the cladding has become part of the structure, in the sense that it is permanently affixed "and is not easily removed without doing any real damage." It seems that submissions is made in relation to both single and twin-units. We reject that submission. We disagree that the cladding cannot "be easily removed without doing any real damage". It is affixed to battens with screws or nails, and those screws or nails can be removed, and the cladding will

come off with relative ease. Moreover, the proposition that the requisite character of mobility is lost if something is affixed cannot be easily removed without doing any "real damage" (i) is not part of the statutory test; (ii) is contrary to the evidence of Mr Gibbs; and (iii) is contrary to our own knowledge and experience of mobile homes. Whilst it is true that removal of the battens etc might leave holes, it is also the case those are not "real damage": they are small holes which can be patched up quickly and cheaply.

105. In relation to twin units, there is an additional submission, which is that "in order to separate the two units .. there would have to be damage to those homes which do not have a removable centre section". This thereby accepts that a cladded-twin unit with a removable centre-strip can be separated without causing damage.
106. In relation those twin-units without removable centre-sections, we disagree with the submission. We accept Mr Gibbs' evidence, in summary:
- (i) A cladded-twin unit without a removable centre-strip can be taken apart by sawing through the cladding which spans the join; a minor and easily accomplished task;
 - (ii) A cladded-twin unit without a removable centre-strip can be turned into a cladded twin-unit with a removable centre-strip by sawing through the cladding, back-filling the join, and putting in a centre-strip;
 - (iii) Cladding can be removed without material injury to the underlying structure.
107. Even without a centre-strip, continuous external cladding across the marriage line of a twin-unit does not of itself cause that twin-unit to cease to be a "mobile home" under section 60 of the Act. The cladding is merely a finishing or weatherproofing element applied to an underlying structure which remains composed of two separately constructed sections. Covering the marriage line with an additional removable weatherproofing layer does not create a newly constructed single-section structure. The addition of cladding has not turned the unit into a different structure; nor (as the respondent accepts) has it made the structure thereafter to be composed of (at least) three parts. The underlying structure consists of the same two separately constructed sections which were designed to be assembled on site by bolts, clamps or other devices.
108. We were also invited to find that the addition of retrofitted cladding to a mobile home which was designed and manufactured without cladding means that the mobile home is no longer "as designed". We reject that submission:

- (i) It is not readily reconcilable with the respondent's Skeleton Argument, that there was "no issue" .. "in respect of this requirement in respect of any of the park homes";
 - (ii) Even if the issue is actually before us, there was no evidence that the mobile home was no longer "as designed";
 - (iii) In any event, as a matter not only of common sense but also of ordinary language, the design has neither changed, nor has been changed, by the addition of retrofitted cladding.
109. Put differently, the presence of retrofitted cladding does not deprive the mobile home of its character as a structure designed for human habitation. The addition of cladding is not the same as, for example, the addition of something which could be "effectively a separate room". A similar conclusion was arrived at, although on slightly different facts, by Jack J in Brightlingsea Haven Ltd and others v Morris and others [2008] EWHC 1928 (QB). In that case, concerning twin-units, it was found that the addition of ridge pieces, sealing of gable ends, internal boards and floor coverings covering the join, did not turn a twin-unit into something else, and did not take the twin-units outside the definition of 'caravan' in the Caravan Sites and Control of Development Act 1960 (as amended in relation to twin-units by the Caravan Sites Act 1969, which the Mobile Homes Act 1983 adopted as the definition of 'mobile home'): see Paras [69]-[79].
110. Therefore, we accordingly find that the retrofitted cladded twin-units satisfy section 60(2)(b): in their assembled and cladded state they remain physically capable of being moved by road, albeit only with specialist equipment. That is sufficient. The statute does not require such movement to be convenient, economical or lawful on the highway. Further, and consistently with Brightlingsea, the application of a removable external finishing material has not altered the essential and original physical character of structures which were qualifying twin-units before that material was applied
111. The foregoing reasoning and conclusions therefore mean that we do not accept the respondent's position that retrofitted cladding work (or the presence of retrofitted cladded homes) puts the respondent in a position of non-compliance with its Site Licence (and in particular its provision that the park should contain only mobile homes under the Act). It does not. Hence, and alongside this, the presence of retrofitted cladding is not a breach of the Written Statements or any other contractual provision which provide that the plot owner is to maintain a mobile home.

The nature of cladding

"External decoration"

112. In our view, the installation of cladding is an 'alteration', within the scope of Rule 5 of the Park Rules, but is a permissible form of 'external decoration' within the proper meaning and effect of Rule 13. The installation of cladding is therefore outside the scope of alterations for which permission otherwise needs to be sought under Rule 5.
113. Rule 13 expressly treats 'repainting or recovering' as a species of 'maintenance' of the exterior so as to keep it 'in a clean and tidy condition' (mirroring the wording of the Implied Term). It permits 'repainting' (which cladding is not) and 'recovering' (which in our view, cladding is). The stucco was a covering. The cladding is a covering. The park home has been re-covered.
114. Read in the ordinary objective way, Rule 13 is not limited to instances of replacement on a like-for-like basis (ie, a painted home can only be repainted (but cannot be recovered); a covered home can only be recovered (but cannot be repainted). That would be too narrow and unrealistic a reading. Uncladded mobile homes are supplied from the factory 'covered' (usually, with some insulation and a stucco-type finish). The cladding is a substitute for all or part of that original 'covering'. Cladding is therefore re-covering. Rule 13 of the Park Rules therefore provides an answer to the nature of the cladding, and to the fact that it can be installed without prior permission.

'Repair'

115. Lest our conclusion on that should fall for reconsideration, the Implied Terms provide that the pitch owner must not "without the prior written consent of the site owner (which must not unreasonably be withheld) carry out ... building works to the mobile home or the base or the pitch except any repairs or maintenance carried out by you in accordance with clauses 21(1)(c) and/or 21(1)(d) of the Implied Terms"
116. 'Building works' (to the home base or pitch) and 'repair and maintenance' are clearly meant to be regarded as discrete operations. This clause means that the pitch owner must not carry out "building works" without prior written consent (which must not unreasonably be refused); but may carry out, without prior written consent, 'any repairs or maintenance carried out ... in accordance with clauses 21(1)(c) and/or 21(1)(d) of the Implied Terms'. The dispensing with prior written permission in the case of things other than building works makes sense.
117. Clause 21(1)(c) is that the owner shall "*keep the mobile home in a sound state of repair*". There is no guidance in the Implied Terms as to what operations for the purpose of keeping the home '*in a sound state of repair*' means.

118. Well-known guidance as to the meaning of 'repair' was given by the Court of Appeal in *Waalder v Hounslow LBC* [2017] EWCA Civ 45, per Lewison LJ at Para [90]:

"I do not believe that the following propositions are controversial in the context of contractual liability:

- i) The concept of repair takes as its starting point the proposition that that which is to be repaired is in a physical condition worse than that in which it was at some earlier time: *Quick v Taff-Ely BC* [1986] QB 809.
- ii) Where the deterioration is the product of an inherent defect in the design or construction of the building the carrying out of works to eradicate that defect may be repair: *Ravenseft Properties Ltd v Davstone (Holdings) Ltd* [1980] QB 12.
- iii) Prophylactic measures taken to avoid the recurrence of the deterioration may also be repair: *Ravenseft Properties Ltd v Davstone (Holdings) Ltd* at 22, *McDougall v Easington DC* (1989) 58 P & CR 201, 206.
- iv) In principle where there is a choice of methods of carrying out repair, the choice is that of the covenantor provided that the choice is a reasonable one: *Plough Investments Ltd v Manchester CC* [1989] 1 EGLR 244.
- v) At common law there is no bright line division between what is a repair and what is an improvement: *McDougall v Easington DC* at 207.
- vi) The use of better materials or the carrying out of additional work required by building regulations or in order to conform with good practice does not preclude works from being works of repair: *Postel Properties Ltd v Boots the Chemist* [1996] 2 EGLR 60."
- vii) Where a defect in a building needs to be rectified, the scheme of works carried out to rectify it may be partly repair and partly improvement: *Wates v Rowland* [1952] 2 QB 12.

119. In *City of London v Leaseholders of Great Arthur House* [2021] EWCA Civ 431, Lewison LJ remarked as follows (at [10]-[11]):

"Until the landmark decision of Forbes J in *Ravenseft Properties Ltd v Davstone (Holdings) Ltd* [1980] QB 12 it had been widely thought that a repairing covenant did not require the covenantor to make good what was described as an "inherent defect" in the subject-matter of the covenant. An "inherent defect" used in this sense was a fault in the original design of a building as opposed to faulty materials or workmanship: see [1980] QB at 18. Forbes J held that that was a misconception. Whether works

amount to repair was a question of fact and degree; and the relevant inquiry was whether the carrying out of the works in question would involve giving back to the covenantee a wholly different thing from that which was demised. If a scheme of works did not amount to giving back to the covenantee a wholly different thing to that which was demised, they were works of repair. They did not cease to be works of repair merely because they also eradicated an inherent defect which had given rise to the need to repair in the first place.

This test was elaborated in *McDougall v Easington DC* (1989) 58 P & CR 201, 207 in which Mustill LJ (as he then was) said:

"It is sufficient to say that in my opinion three different tests may be discerned, which may be applied separately or concurrently as the circumstances of the individual case may demand, but all to be approached in the light of the nature and age of the premises, their condition when the tenant went into occupation, and the other express terms of the tenancy:

- (i) Whether the alterations went to the whole or substantially the whole of the structure or only to a subsidiary part;
- (ii) Whether the effect of the alterations was to produce a building of a wholly different character than that which had been let;
- (iii) What was the cost of the works in relation to the previous value of the building, and what was their effect on the value and lifespan of the building."

120. These are cases which concern the meaning of the word 'repair', when used contractually, and in an analogous context (namely, leasehold). It does not seem to us as if there is any real reason why these authorities should not be of assistance in resolving the issue of whether the addition of cladding is capable of constituting works keeping the home in a sound state of 'repair'.

121. Here, part of the Respondent's case is that retrofitted cladding cannot be repair because it is a form of *improvement*; and that, as a matter of principle, repair and improvement are mutually exclusive concepts. We do not agree. In Wates v Rowland [1952] QB 12, Evershed LJ referred to the distinction between repairs and improvement as follows:

"In the course of the argument examples were given showing that what was undoubtedly repair might yet involve some degree of improvement, in

the sense of the modern substitute being better than that which had gone before. At the other end of the scale, it was also clear that work done to satisfy modern standards, although it might involve restoration and might be said to be restoration.. Yet clearly would be an improvement. Between the two extremes, it seems to me to be largely a matter of degree, which in the ordinary case the county court judge could decide as a matter of fact, applying a common sense man of the world view".

122. In our view, applying the above principles, and looking at matters in the round, we do not consider the installation of cladding on any of these affected homes was permissible repair (or, at least, permissible repair within the meaning and effect of the Implied Terms):
- (i) On the Applicants' own evidence, it does involve an element of improvement (ie, in terms of making the home better than it was before - for example, warmer and drier);
 - (ii) There is no evidence of disrepair, or of inherent defect calling for remediation by way of cladding which might have caused the Tribunal to look at the issue differently.
123. We therefore agree with the respondent that, where no cladding previously existed, the addition/installation of cladding was outside the scope of the repair covenant in the Implied Terms.

'Maintenance'

124. However, the argument does not end there. It is also argued that the installation of cladding is something which is done to 'maintain[s] the outside of the mobile home ... in a clean and tidy condition', within the proper meaning and effect of Implied Term 21(1)(d).
125. We agree. 'Maintenance' is an ordinary English word and should be given its ordinary and natural meaning. *"Each case has to be decided as it comes up according to the ordinary meaning which the ordinary man would give to [repair] and [maintenance]"*: see ACT Construction Co Ltd v Customs and Excise Commissioners [1981] 1 WLR 49, per Lord Denning MR. In that same case, Lord Justice Brandon disagreed with two doctrinaire 'extreme positions' (if work done is an improvement, it cannot be maintenance; and if work remedies an existing defect or prevents a future defect from developing, it must always be maintenance). He said:
- "in relation to the first extreme position, there may well be cases where the work done, although it involves some degree of improvement (for instance, because of the use of modern or better materials or methods) is

nevertheless maintenance in the ordinary and natural meaning of the word. For example, if metal gutters, which are liable to decay in time, are replaced with plastic gutters which are not liable to decay however long they remain there, that is an improvement to the building but I would still regard that work as maintenance."

126. There, Brandon LJ rejected the proposition that underpinning could properly be treated as "maintenance" because it was not done to any existing part of the building but was entirely new work. [Underpinning] involved a radical and fundamental alteration to the construction of the building as it had been before". He said that such work in his view was not capable of coming within the expression maintenance in the ordinary and natural meaning of that word.
127. In our view, and applying the above guidance, the addition of cladding to a previously uncladded exterior of a mobile home is 'maintenance' of 'the outside of the mobile home', which is permitted, without permission, under the Implied Terms. Put differently, 'the outside of the mobile home' is being 'maintained' by the addition of cladding even when there was no previous cladding.
128. Here, we are not considering the meaning of the word maintenance in the abstract. This is because the second part of the clause makes clear that the permissible maintenance referred to must have, as one of its purposes, keeping the outside of the mobile home 'in a clean and tidy condition'. Here, one of the core attributes or characteristics of the cladding is its appearance. It has a cosmetic or decorative element. It comes in different colours and finishes. When installed, it presents (and is designed to present) a clean and tidy appearance. The cladding satisfies this test.

'Building works'

129. Except in relation to the Bowens, the precise contractual terms applicable to the other affected pitch owners have not been proved, and the respondent has therefore not proved there there is an applicable and enforceable 'building works' restriction *at all*; let alone one which prohibited cladding.
130. In relation to the Bowens, and as a cross-check, we agree that the cladding is not 'building works':
 - (i) This expression is used as a corollary of 'repair' and 'maintenance'. If something is (as we have found) 'maintenance', then it is governed by the maintenance provision;
 - (ii) On the ordinary meaning, 'building works' are 'works of building';
 - (iii) The installation of cladding, even if adding to the existing structure, is not a work of building;

- (iv) The respondent's submission that the cladding is "building works" because it "constructs from two separate parts" "a composite item" does not make sense. On its own case, the respondent has accepted that the cladding became "part of the structure", but that the structure (of a twin-unit) remained as two parts.

Permission

- 131. We have found that permission was not required. This was either permitted activity under Rule 13, or was maintenance under the Implied Terms. However, lest our conclusions should fall for reconsideration, and in deference to the argument and submissions which we have heard, we shall consider - albeit in briefer terms - the position now had permission in fact been required. What follows is necessarily obiter.
- 132. It is common ground that express permission was never expressly sought.
- 133. It is the respondent's position - made clear in its letters in September 2025 - that, even had permission been required, and been sought, it would have been refused.
- 134. Framed simply in terms of permission, the underlying issue would be whether the site owner (if prior permission were required) can now insist on the removal of the cladding.
- 135. We do not think that it can. The arrangements between the parties are governed by their contract. There is well-known and binding law as to the circumstances in which a party is not permitted to rely on a provision of the contract so as to enforce that provision of the contract because of that party's conduct: for example, where a party has (expressly or by implication from the surrounding circumstances) waived the term, or is now, for some reason, 'estopped' from relying on the term for the purposes of enforcement.
- 136. Waiver by election normally requires a choice between inconsistent rights, knowledge and an unequivocal election. Waiver by estoppel requires an unequivocal representation or promise, reliance, and inequity in permitting retraction. Pure acquiescence is possible, but knowledge, encouragement/standing by, reliance and detriment have to be analysed in their factual context.
- 137. Here, the following facts are relevant.
 - (i) Before 2016, there were a number of uncladded homes on the park;
 - (ii) In 2016, plot 39 was cladded;

- (iii) Plot 38 was cladded before 2017;
- (iv) In 2017, a further 7 homes were cladded;
- (v) In 2018, a further home was cladded;
- (vi) Mr and Mrs Bowen bought their home in 2018, as previously cladded; and paid the respondent, in return for its consent to the sale and purchase, a fee equivalent to a fixed percentage of 10% of the purchase price (which, in their case, was £80,000, meaning that they paid £8,000);
- (vii) Two other owners did likewise, and paid the Respondent the fee which it demanded;
- (viii) All the work which was not done (indeed, could not be done) clandestinely. It was done openly;
- (ix) The unchallenged written evidence is "I am aware of continued visits to the park by Tom Hill, Richard Hill, and representatives of Hills Leisure UK Ltd, since the fitting of the cladding. At no time during those visits, has anyone approached me in person, or in writing, to suggest that they had objections to the fitting of cladding to my home".
- (viii) The respondent had a site manager in 2016 (when the earlier Site Licence was granted) and 2021, and (as an inference, at all times between those dates, as well as since 2021) must have known of the cladding being done;
- (ix) Mr Tom Hill Jr visited Mr Gunter on at least three occasions, after 2017, in person, on the park, and thereby himself also actually knew (regardless of any actual or imputed knowledge before those visits) that homes had been cladded;
- (x) An annual fire safety inspection was supposed to be conducted, and was conducted, throughout this period. Inspection cannot have failed to reveal that the actual condition of certain homes changed from uncladded in one year, to cladded in the next;
- (xi) Despite the above circumstances, and its knowledge, the Respondent did nothing at all to communicate its unhappiness about the presence of cladding until its letters in September 2025. There is absolutely no explanation for the site owners' earlier inactivity. The fact of the cladding was completely obvious: and we reject the suggestion made that no-one from the respondent realised that the cladding was retrofitted and not

factory installed. We have already rejected Mrs Atkinson's evidence of the 'progressional reviews' .

The 2025 pitch-fee application

138. A further feature is the existence and basis of a previous dispute between a group of pitch owners and the respondent in relation to a proposed increase in pitch fees. A rent increase notice was given on 6 March 2025. An application to the Tribunal was made by the QRA on 13 May 2025. That was heard on 25 October 2025 (that is to say, a few weeks after the September 2025 letters). The respondent was represented by counsel (not Mr Evans), instructed by Horsley Law. Many of the applicants in this instant case were applicants in that case as well. But the whole pitch fee application proceeded on the basis that the respondent's proposed increase in pitch fees was within the confines of the 2013 Act, as was the challenge to that proposed increase. The proposed increase would not have been justiciable under the 2013 Act if the affected homes had not been mobile homes, but had been something else instead. There is nothing in the reported decision (RPT/0004/07/25) to indicate any suggestion at that time by or on behalf of the respondent that some of the affected homes were no longer mobile homes, and therefore not within the scope of the 2013 Act at all; or that pitch fees under the 2013 Act were not due because the affected homes were no longer, post-cladding, subject to that Act. Everyone, including the respondent, acted and proceeded, unequivocally, in a public judicial forum, on the basis that the proposed pitch increase, and the challenge, were properly justiciable within the 2013 Act. Otherwise, that whole application, and the proposed pitch increase giving rise to it, makes little, if no, sense.
139. Taking all the above into account, it seems to us that the respondents' conduct before September 2025, viewed objectively, was consistent, and amounted to forbearance of reliance on its contractual rights. It had actual knowledge of the facts giving rise to the right; nothing was hidden from the site operators; the respondent also had actual knowledge of its own contractual arrangements; and in our view it communicated - objectively by its conduct and abstention from enforcement or even any suggestion of enforcement - that it did not intend to rely on its rights in relation to cladding.
140. We acknowledge that there is binding authority that silence or mere inactivity are normally equivocal, and therefore rarely suffice to prevent a person relying on their contractual rights. But, in the circumstances of this case, we consider that they do. The respondent stood by for up to 9 years and said nothing, whilst a series of home owners across this park were each having cladding installed. This

was not a one-off; there was a course of conduct, undertaken by pitch owners independently of each other, using their own independent resources, and all plain for the respondent to see. Put shortly, things had just gone too far for the respondent to be able to say, against all these applicants, in 2025, that the cladding had to be removed.

141. That conclusion stands regardless of any additional weight to be given to the fact and content of the 2025 pitch fee application.
142. However, if, contrary to our findings, prior permission were in fact required, then the failure to have sought permission might have constituted an historical breach, even though the respondent says it would have refused to give it.
143. However, the respondent's stance that it would invariably refuse is relevant not only to the issue of whether there were a breach, but to the different question as to whether it would be entitled to any remedy or relief (here, for example, orders that the cladding be removed). There is an element of inequity to be considered. People have spent significant sums on the installation of cladding. Removing it will cost even more. In particular, and relation to Mr and Mrs Bowen (and the owners of plots 38 and 58), the respondent not only knew of its rights more generally, but then received sums of money (an entitlement of a sum of up to 10% of the price) which were calculated with reference to the value of cladded homes.
144. There is unchallenged evidence from the owners who fitted cladding themselves that 'the cladding was fitted ... to further insulate and waterproof my home to a higher standard than its original construction and' (in their opinion) 'has ... no doubt added value to the property'. Although there is no more detailed evidence on this, it seems to us inherently likely that cladding has increased the value of the home.
145. The effect of that is that:
 - (i) in relation to the already cladded purchased homes, the respondent, in receiving a commission of 10% of the purchase price, was in a financially better position than if it had received 10% of the price of the home uncladded;
 - (ii) In relation to homes bought uncladded, then cladded, and still in the hands of those who did the cladding, the respondent would, if the cladding remains, be in a financially better position than it would otherwise have been, once those are sold.

Siting and Spacing

146. Clause 4.2 of the Site Licence provides that "every mobile home must where practicable be spaced at a distance of no less than 6 metres from any other mobile home which is occupied as a separate residence".
147. In this case, all the affected homes except 3 (21, 37 and 38) are more than 6 metres from the neighbouring homes. Hence, there is no issue in relation to those plots more than 6m, and we need not consider them further.

Plots 21, 37 and 38

148. The three affected plots are:

Plot 21: 5.93m (approx) without cladding;
 5.86m (approx) with cladding (Cladded 2021)

[These measurements are a departure from Mr Gibbs' measurements, but were made by Mr Lewis on his site visit, and agreed with the parties representatives]

Plot 37: 5.5m without cladding; 5.44m with cladding (Cladded 2017)

Plot 38: 5.5m without cladding, 5.44m with cladding (Cladded before 2017)

149. All three of these homes were already - before cladding - sited within 6m of the adjacent property. The cladding has reduced that distance by about 6 or 7cm. Plots 37 and 38 (and perhaps 21) were already cladded before the present site licence was granted. There has been no enforcement action, or threat of it, by the local authority in relation to the siting of any of these three homes although the local authority either knew, or had the means of knowledge available to it, in November 2021 (at the very latest) that these three homes were less than 6m from the neighbouring home.
150. The Respondent itself (in its September 2025 letters) seeks to rely on a clause which provides:
- “no mobile home shall be sited on any pitch otherwise than by or through the agency of the owner who shall be responsible for siting such Mobile Home”.
151. This seems to relate to the document at page 295 Clause 6 ('Responsibility for siting mobile home').
152. Hence, on the available evidence, and on the respondent's own case, the site-owner - ie, the respondent - is ultimately responsible for siting.
153. Clause 4.2 of the Site Licence provides for 6m separation "where practicable". This is a recognition that there are circumstances in which it is not "practicable" to site a home more than 6m from its neighbours. Those might arise (for

example) from topography (slopes, gullies, etc) or existing overground features (such as boundary or retaining walls) or utilities.

154. On the basis that the site-owner (on its own case) is responsible for siting, then there is an inference that the site owner meant to put these homes where they are, and did not mean to put them more than 6m from the adjacent homes.
155. However, clause 4.2, even when the 6m rule is not obeyed for reasons of practicality, is still made subject to Clause 4.4, which says:

"Where a mobile home has been fitted with cladding that conforms with currently approved fire-rated materials to its facing walls, then the separation distance between it and an adjacent mobile home may be reduced to a minimum of 5.25m ..."
156. Horsley Law's letters in September 2025 did not, on the face of them, seem to entirely accurately represent the relevant conditions of the 2021 Site Licence in at least the following important respects: (i) The wording of Clause 4.2 in their letter is wrong; (ii) The letter makes no mention at all of Clause 4.4; (iii) The letter skips silently from Clause 4.3 to Clause 4.5.
157. We therefore find that, if a home is sited within 6m, whether or not for reasons of practicality, then Clause 4.4 applies.
158. There is a striking lack of evidence from the affected home-owners about their cladding or its conformity with regulatory requirements. The bundle contains only one invoice for the installation of cladding, done in May 2017 on plot 59, and described simply as 'cladding - 15 year guarantee', but that is not one of the plots with a less than 6m separation.
159. Mr Gibbs reported that he had not seen a 'fire class certificate' for Plots 21, 37 or 38; 'nor was the cladding marked with the associated marking such as EU or UK kite mark'. However, and as he confirmed in his evidence to us, the relevant regulatory markings are inside the cladding, and he had not conducted (nor been asked to conduct) any intrusive survey (ie, he had not been asked to remove any of the cladding to look underneath it). Some of the homes had spare cladding under them, but (i) we do not know which; (ii) there are no photographs. Mr Lewis himself saw cladding during his visit, and did not see kite or EU marks on the cladding which he saw. However, it is also the case that cladding is not marked continuously, but in repeats.
160. There is little of evidential value to be derived from the document in the bundle from BRE Global, being a 2013 test report done on behalf of Latium Building Products, in relation to its Cladding Systems 670/150 and DCE/150. All this tells us is that those Latium products met the relevant BS in May 2013, which was D-

s3, d/2AVM: Fire Behaviour (D); Smoke production (s3); Flaming Droplets/Particles (d2).

161. Much effort from the Applicants was focussed on the conclusions which can be drawn more widely from this document, including that the cladding installed must be either Latium or Kestrel, and fire safe. We decline to draw such conclusions. There is insufficient evidence to allow us to do so.
162. There was unchallenged evidence (i) that the fire brigade have visited this site for fire safety purposes and have not raised any concerns as to fire safety of the cladding, but there is no direct evidence from the fire brigade; (ii) Torfaen BC had not raised any concerns about fire safety, but that was only in relation to Mr Bowen's plot; (iii) the Respondent - we were told by Ms Atkinson (a point on which we do accept her evidence) - had annually undertaken a fire safety inspection; (iv) those inspections were not before us; and we were confident that they would have been had they been adverse to the applicants, or supportive of the respondents.
163. Although the Respondent asserts that its site licence is potentially in jeopardy, it has not advanced any evidence from the site licensor or any other regulatory body. Mrs Atkinson was asked by Mr Lewis whether the local authority had ever addressed the cladding issue, and she said that it had not, as far as she knew.
164. Mrs Atkinson gave evidence - which, on this point, we accept - that annual fire safety risk checks have been done on site, by someone, over the last 10-15 years, with the latest being in January 2026 (ie, after the beginning of these proceedings), and posted on the site Notice Board. That would be in accordance with Clause 2.2 of the Site Licence.
165. Mr Bowen's exchange of correspondence with the Environmental Health Officer from the Housing Safety and Environmental Protection team at Torfaen BC does not assist the Applicants on this point (i) because it relates to his home (which is more than 6m); (ii) makes it clear that Torfaen "would ask for cladding (fire rated) would be if you were less than six metres away from another home."
166. Ultimately, we reach the position, as to Plots 21, 37 and 38, that we simply cannot determine whether, on the evidence, why the homes are sited where they are, and whether Clause 4.4's fire-rating condition is satisfied. Regulatory enforcement is a matter for Torfaen CBC. This Tribunal is not purporting to exercise Torfaen's enforcement functions; we are simply considering the site licence conditions insofar as they bear on questions arising under the applicants' pitch agreements.

Legal professional privilege

167. In preparation for the hearing of this application which took place in March 2026, the Tribunal noted that the parties had been unable to agree what documents should be in the Tribunal's bundle. In resolution of this, the parties were directed to produce a bundle which contained two sections: a section of documents the inclusion of which was agreed, and a section of documents the inclusion of which was not agreed. Those latter - unagreed - documents were identified as the documents being between pages 280 and 338. They were documents described as D1-D17.
168. Having heard argument at the hearing in March 2026 concerning those documents, the Tribunal directed that those documents were to be admitted into evidence and the hearing in March proceeded on that footing. However, those documents were not deployed in March because the proceedings did not proceed as initially intended, for the reasons set out in the earlier order.
169. Several months then passed. Part-way through the August hearing before us, Mr Evans objected to inclusion of the document described as D3, dated 18 October 2018, appearing at page 296 of the bundle. It formed Appendix D2 to the Applicants' Response to the Respondent's submissions, dated 9 February 2026.
170. It is an e-mail from one Adele, writing from a Hill Brothers e-mail address, to someone named as Richard, with a gmail address beginning 'rhallows'. That e-mail was also copied, to someone called Grace, who we now understand was this park's manager at the time, and to someone we believe to have been Mr Tom Hill.
171. At the August hearing before us, Mr. Evans submitted that this document should not in fact have been before the Tribunal because it was a communication with a solicitor, namely Mr Richard Hallows, and therefore was subject to legal professional privilege which had not been waived by the respondent. Having heard submissions on the point, we informed Mr. Evans that we would continue the hearing, would consider the document on *de bene esse* basis, and would give our decision on its inclusion in this decision.
172. There is no doubt that the document is a communication between a client and its solicitor and is therefore, prima facie, protected by legal professional privilege.
173. The mechanism whereby this email came into the Applicants' possession and came to be placed before the Tribunal by the Applicants is not clear. It was not formally disclosed. There is no evidence that the respondents knew that the Applicants had it until February 2026. We were told by Mr Bowen that it had been printed off, at some unknown time, and pushed by a person unknown through a letterbox at the park.

174. Difficult questions arise as to the effect, if any, of what had happened in March 2026; whether privilege had been waived; or whether the document was obtained in circumstances which prevented its deployment in these proceedings.
175. However, the Tribunal does not need to determine these questions. We assume, in the Respondent's favour, that the document is privileged and that privilege has not been waived. We have therefore disregarded that document, and the information contained in it, in reaching our substantive conclusions. Our findings as to the Respondent's knowledge do not depend upon that document and would have been the same had that document never been before the Tribunal.

A postscript

176. It is plain that there has been a significant break-down in trust and communication between the site licensee and those plot owners represented by the QRA; and that this state of affairs has pertained now for several years, through several rounds of litigation.
177. In this dispute, the correspondence was set in motion by Horsley Law, writing on behalf of the respondent. The respondent's uncompromising stance then (as so often happens) set the tone for the QRA's response. Thereafter, and with great rapidity, the parties' respective positions escalated and then entrenched. That process had an unfortunate side-effect of neither party being able to critically assess their own cases, and in particular the evidence which was likely to be relevant to their cases and which would likely be of assistance to the Tribunal in determining this case. We have identified several serious evidential shortcomings above.
178. There is a lesson to be learned. In future, both parties should seek to resolve their disputes by way of genuine negotiation, even if the parties' feelings towards one another are antagonistic. We have already made our comment on the respondent's unrealistic stance that, although it was prepared in principle to negotiate, it was not prepared to negotiate about removal of the cladding.
179. In future, the Tribunal is likely to require the parties to show that they have engaged in negotiation or some other form of alternative dispute resolution. In Churchill v Merthyr Tydfil BC [2023] EWCA Civ 1416, the Court of Appeal of England and Wales held that the court can lawfully stay existing proceedings for the parties to engage in a non-court-based dispute resolution process, and can even order a stay and mediation when the parties object to that course of action.

