

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL (WALES)

Reference: File Numbers: RPT/0096/03/26

In the matter of an application for pitch fee reviews under the Mobile Homes (Wales) Act 2013

APPLICANT: Wyldecrest Parks (Management) Limited
REPRESENTATIVE Mr David Sunderland

RESPONDENTS:
Tenants of Nos: 1, 11, 15, 15A, 16, 17, 27, 31, 33, 34, 35, 41, 43, 42, 58,
62, 70, 86, 87, 92, 93, 94, 107, 110, 114, 118, 129, 132,
136, 140, 141, 144, 145, 157, 158, 164, 165, 166, 168,
170, 171, 174, 182, 185, 187, 189, 191, 194, 198, 203,
220A, 222A, 224A, 226A, 228, 300 and 302

PROPERTIES
No's. 1, 11, 15, 15A, 16, 17, 27, 31, 33, 34, 35, 41, 43, 42, 58,
62, 70, 86, 87, 92, 93, 94, 107, 110, 114, 118, 129, 132,
136, 140, 141, 144, 145, 157, 158, 164, 165, 166, 168,
170, 171, 174, 182, 185, 187, 189, 191, 194, 198, 203,
220A, 222A, 224A, 226A, 228, 300 and 302

Willow Park, Colliery Lane, Gladstone Way, Mancot,
Deeside, Flintshire, CH5 2TX
]
REPRESENTATIVE Mr Kenneth Pierce (for all apart from Number 129 who
were not represented).

TRIBUNAL: Trefor Lloyd (Tribunal Judge)
Hefin Lewis FRICS (Surveyor Member)
Hywel Eifion Jones (Lay Member)

ON-SITE INSPECTION: The Tribunal conducted an unaccompanied site
inspection on the on the 24th of August 2026.

Hearing Date: 9th September 2026 concluded on the papers as per the
agreement with the parties.

Decision

Order

The Application to increase the pitch fee in line with the increase in the Consumer Price of 3.6% plus an increase equivalent to 12.5 % of the previously deducted reduction to the 2024 pitch fee increase as a result of the Applicant rectifying the 2024 determined loss of amenity relating to the deterioration in the condition of the roadways in the site is granted in relation to each individual pitch fee application the subject of these Applications.

As a consequence, the Applicant is to calculate the quantum resulting from our decision in relation to each pitch fee and charge accordingly in relation to the 1st of January 2026 review of the respective pitch fees the subject to these Applications.

Background

1. By way of Applications dated 20th March 2026 the Applicant Wyldecrest Parks (Management) Limited ("hereinafter referred to as the Applicant") applied to the Tribunal for the pitch fees payable by the Park Homeowners listed as Respondents to be reviewed with effect from the 1st of January 2026.

Description of the Park

2. Willow Park is a protected site in the meaning of the Mobile Homes (Wales) Act 2013 ("the Act"). The site licence (at the time of the application) allows up to 204 mobile homes on the site currently some 161 plots are occupied. The site benefits from mains, water, drainage and electricity connections to all units.
3. Location-wise, the site is located on the periphery of the Deeside village of Mancot with connections to the A548 coast road, the A55 North Wales Expressway and the M56 motorway is within 5 miles.

Site Visit & Hearing

4. The site was inspected by the Tribunal (unaccompanied) on the 24th of August 2026.
5. As agreed with the parties the Application was determined on paper. In order to facilitate case progression a number of procedural directions had previously been issued.

THE RELEVANT LEGAL PRINCIPLES

6. Schedule 2, Part 1, Chapter 2 of the Act, contains the terms of mobile home agreements implied by the Act dealing with pitch fee reviews at paragraphs 17 – 20. Paragraph 18 says as follows;

“18 (1) When determining the amount of the new pitch fee particular regard is to be had to-

(a) any sums expended by the owner since the last review date on improvements

(i) which are for the benefit of the occupiers of mobile homes on the protected site,

(ii) which were the subject of consultation in accordance with paragraph 22(1)(e) and (f), and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, a tribunal, on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee,

(b) any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this sub-paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph),

(c) any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this sub-paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph), and

(d) any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date.

(2) But no regard is to be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of complying with provisions contained in this Part which were not contained in the Mobile Homes Act 1983 in its application in relation to Wales before the coming into force of this Part.

(3) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(a)(iii) each mobile home is to be taken to have only 1 occupier and, in the event of there being more than 1 occupier of a mobile home, its occupier is to be taken to be whichever of them the occupiers agree or, in default of agreement, the one whose name appears first on the agreement.

(4) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.”

7. Paragraph 20 states that unless it would be unreasonable having regard to paragraph 18(1) there is a presumption that the pitch fee is to increase or decrease by a percentage which is no more than any percentage increase or decrease in the consumer prices index (and details are given as to how this is to be calculated).
8. Given there were numerous applications made the bundle only contained a sample application form relating to number 164 and also a sample pitch fee review notice plus accompanying letter. It is worthy of note at the outset that no issue is taken in relation to the calculation of the relevant pitch fee review in terms of the CPI increase itself.

The Applicant's Case

9. The Applicant's case as set out in the Application form can be succinctly summarised as simply seeking an increase in line with any increase in the Consumer Price Index from the previous increase as provided for under Paragraph 20 of chapter 2 of the Act whereas the Pitch Fee Increase Form as detailed by the Pitch fee Notice; also seeks an increase to reflect the cost of the Site Licence (divided equally between all pitch licence holders) and; a reinstatement of the loss of amenity deduction previously made by this Tribunal. The Pitch Fee Review Notice (page 12 of the electronic bundle) relating to Number 164 by way of example details the increases sought as follows:
 - Percentage increase in CPI of 3.6%;
 - Site Licence fee £0.09;
 - Reinstatement for loss of amenity £1.10

The Respondents' Case

10. In summary the Respondents object the pitch fee increase upon the following grounds:
 - (i) The pitch fee review form is defective as it seeks to include charges which are not lawful components of a pitch fee being the site licence charge and reinstatement of the loss of amenity charge deducted in 2024. All this the Respondents say provides a misleading picture as it fails to “clearly and lawfully set out the proposed pitch fee”
 - (ii) The site licence charge cannot be claimed by way of the licence fee. In this regard the Respondents initially relied upon the narrative contained in the Pitch fee Review Form in that regard.

- (iii) The Applicant is unable to lawfully reinstate the amenity charge element which was reduced as a consequence of a loss of amenity which the Tribunal found at an earlier hearing in respect of the pitch fee set for the 1st of January 2024 under case references RPT / 0058/01/24 and RPT/0096/01/24.

The Applicant's Reply

- 11. The Applicant's response is by way of a statement from its Director of Estates Mr. David Sunderland who submits adopting the Respondents' headings that:

11.1 The Pitch Fee Review Form is Defective:

- (i) In this regard the Applicant relies upon the decision in the UT case of Small v Talbot [2014] UKUT 0015 (LC) as authority that nothing is prescribed in law determining what should be included in a Pitch Fee Review Notice.
- (ii) The relevant guidance can be found firstly within the Implied Terms of the Mobile Homes Wales Act 2013 ("the Act") at Schedule 2 Part 1 Chapter 2 at paragraph 17(4) which makes it clear that a pitch fee review notice is of no effect unless it is accompanied by a document that complies with paragraph 23.
- (iii) In turn paragraph 23 of the Act requires the use of a form prescribed by Regulation 2 of the Mobile Homes (Pitch Fee)(Prescribed Form)(Wales) Regulations 2014 ("the Regulations").
- (iv) The Applicant contends that the Forms served on the Respondents comply with the Regulations and the Notice is simply a summary setting out the proposals for the pitch fee increase.
- (v) In addition, the Applicant relies on the Upper Tribunal ("UT") decisions in Wyldecrest Parks (Management) Ltd v Mrs Juli Truzzi-Franconi [2023] UKUT 42 (LC) as authority that it is not necessary to serve a separate notice and form as further confirmed and expanded upon in The Beaches Management Ltd v Furbear and Others [2024] UKUT 180 (LC).
- (vi) As a consequence, the Applicant via Mr Sunderland submit that the Notice cannot be defective as it simply summaries what is included in the Pitch Fee Review Form which is a Statutory form containing all the required information.
- (vii) The Applicant also makes the point that the documentation received by the Respondents must be clear as their representative was able to disseminate it and argue separately each element.

11.2 The Site Licence Charge is explicitly prohibited:

- (i) The Applicant's initial submissions in this regard are short. Mr. Sunderland makes the point that the Respondents do not provide authority to support this contention and relies upon the UT case of *Wyldecrest Parks v Kenyon and Others Bartington Hall Park* [2017] UKUT 0028(LC) as authority for the proposition that the inclusion of the local authority annual licence fees as a pitch fee is permitted.

11.3 The reinstatement of amenity charge is not a lawful improvement:

- (i) In this regard the Applicant starts by explaining that this Tribunal found that the CPI increase should be reduced by 12 ½% to reflect the fact that there had been a deterioration in the condition of the roadway with effect from the 1st of January 2024. Further, The Applicant submits that the Respondents do not provide any authority or legislation to support their contention that an increase of this nature is unlawful.
- (ii) In addition, the Applicant submits that the defective roadways have now been repaired and resurfaced thus eliminating the temporary loss of immunity. As a consequence, if the reinstatement of the payment was not allowed to be included once more within the pitch fee once the temporary loss of amenity had been corrected it would have a permanent ongoing effect.
- (iii) In this regard, the Applicant relies upon the decision in the UT case of *Wyldecrest Park v Ms D Finch and Others* [2024] UKUT 197 (LC) and the judgement of Deputy President Martin Roger KC at paragraph [33] who found that "In principle, a temporary reduction in amenity or deterioration in condition ought to be capable of being remedied and, when it is any previous curtailment of the pitch fee should no longer have effect if that is reasonable. If a pitch fee was reduced in one year because of a deterioration in the condition of a site or its amenity, and that deterioration was remedied in whole or in part in a subsequent year, I do not see why the FTT could not adjust the pitch fee to take account of the change by awarding and above RPI increase"

11.4 Wider implications for residents:

- (i) As this ground of argument deals with Residents who have not disputed the pitch fee proposed increases and the Respondents' representative does not represent them Mr Sunderland submits this is not a matter for this tribunal to consider.

12 The closing two paragraphs of Mr Sunderland's witness statement reminds us that in accordance with implied Term 20 there is a statutory presumption that the licence pitch fee will increase annually by CPI unless rebutted a matter which has not been disputed by the Respondents. Accordingly, we are asked to find that the CPI increase applies and then also include the additional payments for the annual license fee and restoration of the reduction in amenity.

- 13 Following the site inspection further directions were made inviting the parties to file and serve short position statements limited to their respective cases as to whether or not account of the cost of the site license fee could be included within the pitch fee review with specific reference to paragraph 19(b) of chapter 2 part one of schedule 2 to the Mobile Holmes Wales act 2013. The initial directions went out with a typographical error in so far as the reference was to paragraph 19(c) as opposed to 19(b). This was corrected after being identified by Mr. Pierce the Respondents' representative.
- 14 Both parties provided submissions. Mr. Sunderland on behalf of the Applicant contended that the decision in Kenyon is a binding precedent. He submits that in that case it was found that the site owner could include an amount of the annual license fee into the pitch fee review as it was found it was sufficiently weighty matter to displace the statutory presumption of a stand-alone RPI increase as in the case of the English decision. The thrust of Mr Sunderland submissions in essence are that the UT decision in Kenyon of allowing an annual license fee to be included is equivalent to the fee for the inclusion of the five yearly license in Wales and is a sufficiently weighty matter to displace the statutory presumption. Mr Sunderland does not as directed, addresses at all in relation to the relevance or otherwise of paragraph 19 (2)(b) of the Act.
- 15 Conversely, Mr. Pierce submits on behalf of the Respondents that the applicable legislation for the pitch fee regime is found within chapter 2 of paragraph one of schedule 2 to the act. He further submits that whilst it identifies matters to which particular regard has to be given, paragraph 19 provides expressed limitations on matters which may not to be taken into account.
- 16 Paragraph 19 (2)(b) in turn provides that when determining the amount of any new pitch fee no regard has to be had to any fee required to be paid by the owner by virtue of section 6 or 13 (which relate to Site Licence Fees) and submits that the statutory position is further reinforced by the Mobile Holmes (Pitch Fees) (Prescribed Form) (Wales) Regulations 2014 and the prescribed pitch fee review form a copy of which is appended to his statement at appendix 2.
- 17 Whilst the Respondents acknowledge we are unable to determine the contractual position of occupiers who are not parties to these proceedings they invite us to, if we are in agreement with their position, to make clear in any decision whether or not we consider it lawful to include the site licence fee within the pitch fee calculation rather than it being merely a discretionary adjustment of the pitch fee.

DECISIONS AND REASONS

18. Having considered all the written evidence and with the benefit of a site inspection we find as follows:

Issue 1 – Is the Pitch Fee Form Defective ?

19. We accept the submissions made on behalf of the Applicant in this regard. The UT decision in Small v Talbot makes it clear that nothing in law is prescribed as to determine what has to be included in a Pitch Fee Review Notice and

furthermore the decision in *Wyldecrest Parks (Management) Ltd v Mrs Juli Truzzi-Franconi* of there being no need to serve a separate notice and form are binding upon us.

20. In addition, it is clear from the disclosure of documents that the prescribed forms were served and accordingly we do not accept that in some way the same were misleading and failed to “clearly and lawfully set out the proposed pitch fee”. The simple fact that Mr Pierce was able to disseminate the various elements to advance the grounds of opposition in these proceedings further evidences the documents sent to the respective Respondents were not misleading and could be fully understood. As a consequence, we find as a fact that the Pitch Fee Review Forms were not defective.
21. The above conclusion in isolation however does not mean all matters contended for by way of the pitch fee increase are automatically awarded.

Issue 2 - Can the Site Licence fee be charged as Part of the Licence Fee ?

22. The Applicant relies upon the decision in *Kenyon*. Having read the decision, the reliance is particularly upon paragraphs 30 and 52 of the judgement reproduced below.

"Central to the issue in this appeal is the factor identified in paragraph 18(1)(ba), inserted by section 1(3)(d) of the 2013 Act; by that provision particular regard is to be had to:

“ in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date.” 30. Paragraphs 18(1 A) and 19 then provide a list of matters which must not be taken into account in determining the amount of a new pitch fee. These include expenditure by the owner on expanding the protected site, costs incurred in the conduct of proceedings, and costs incurred in connection with enforcement action taken by a local authority. Paragraph 19(3), which was inserted by section 1(8) of the 2013 Act prohibits certain fees payable under the 1960 Act from being taken into account but does not refer to the annual licence fee payable under section 5 A of that Act. When this provision is read together with paragraph 18(1)(ba) the intention appears clearly to have been that the newly introduced annual licence fees were to be capable of being taken into account to the extent that they had a direct effect on the costs of management payable by a site owner.

52. It was obviously Parliament’s intention, for the reason given in paragraph 30 above, that the cost of the annual licence fee should be taken into account. The reference to “costs payable by the owner in relation to the ... management of the site of an enactment”, which was added when the licence fee regime was introduced, coupled with the express exclusion from consideration by paragraph 19(3) of certain other new fees payable under the 1960 Act introduced at the same time, point clearly in that direction."

23. Whilst the decision makes it clear Site Licence Fees are not precluded from inclusion in licence fees this, of course, is the case in England in accordance with the prevailing English legislation and therefore can be distinguished.
24. The simple reason for this is the difference in the applicable legislation in Wales. As the Respondents point out Paragraph 19(2)(b) of the Act explicitly prohibits charging or passing on any fee to be paid by the site owner by virtue of sections 6 or 13 of the Act when determining or increasing pitch fee licences. This is further endorsed by the Pitch Fee Forms Wales Regulations 2014 which details the prescribed Pitch Fee Review Notice Form which makes it clear that Site licence costs incurred by an owner cannot be passed on as part of the pitch fee review as further confirmed by paragraph 4.4 of the explanatory Memorandum from Welsh Government by way of clarification.
25. As a consequence, we find as a fact that Site Licence Fees cannot form part of any consideration relating to a pitch fee licence review in Wales and accordingly we are not bound by the decision in Kenyon as it relates to English as opposed to Welsh Legislation and Regulations.
26. As the Respondents accept we cannot in any shape or form impose this finding onto licence holders who are not party to these proceedings. We can however confirm that in so far as we are able we can make findings of fact in this regard that the current Legislation and Regulations in Wales do not permit any statutory basis for a site owner to seek to recover any sums paid to a licencing authority as a consequence.

Issue 3 – Is the reinstatement of the amenity charge a lawful improvement / permitted and if so applicable to these proceedings:

27. The Applicant has directed us to the dicta of Martin Roger KC in Wyldecrest Park v Ms D Finch and Others who at paragraph 33 finds that “in principle, a temporary reduction in amenity or deterioration in condition ought to be capable of being remedied and, when it is any previous curtailment of the pitch fee should no longer have effect if that is reasonable. If a pitch fee was reduced in one year because of a deterioration in the condition of a site or did amenity, and that deterioration was cured in whole or in part in a subsequent years I do not see why the FTT could not adjust the pitch fee to take account of the change by awarding and above RPI increase”.
28. The Respondents simply allege it is unlawful to do so.
29. As to the question of whether in principle the reinstatement of any loss of amenity or deterioration can be re-charged once the defects have been subsequently rectified we have no hesitation that the answer is in affirmative given the guidance in Wyldecrest and to find otherwise would mean that no Site Owner could ever recover from a position of temporary loss of amenity or condition and the consequences of getting back to the same position even if the defects are remedied would place licence holders at an advantage of forever benefiting from a permanent reduction which is not something in our view Parliament ever intended. The other consequence in our view would be

such a finding would deter site Owners from remedying defects once they arise as there would be no financial benefit in doing so and the long term ramifications would potentially be detrimental to site licence holders themselves.

30. Having come to the above conclusion, we turn to the question of whether it is reasonable in the circumstances of this Application to do so. In answering this question, we have the advantage of being the same Tribunal that also determined the application back in 2024 so were familiar with the condition of the roadways then and with the benefit of the site inspection in relation to these proceedings the condition now we find as a fact that there has been a material improvement in relation to the condition of the roadways as a result of:
- (i) Substantial sections of the roadways having been resurfaced in their entirety and:
 - (ii) Other defective areas of the roadways having been patch repaired
31. The consequence of all this is to eliminate any temporary loss of amenity that previously existed in relation to the condition of the roadways. As a result, we find that in this instance it is reasonable to award the sum equal to the sum previously deducted from all the Respondents licence fees at the last review being 12.5% of the CPI increase contended for.

CPI Statutory Increase

32. The Respondents do not challenge this increase nor the calculation of the same. As a consequence, there is nothing for us to determine in this regard.

Other Matters

33. As the Applicant properly points out these are matters beyond our jurisdiction. We have however as the Respondents requested made findings of fact and where applicable set down the position as we see it in relation to the issues that arose in this application.

Conclusion

34. For all the above reasons we conclude that the revised pitch fee be calculated as follows:
- (i) The existing pitch fees are increased in line with the increase in CPI being 3.6 % plus
 - (ii) The 12.5% reduction due to loss of amenity imposed at the 1st January 2024 pitch fee review is reinstated;

35. For the avoidance of doubt and the reasons set out above we do not allow a recharge of the cost of the site licence fee.

Tribunal Judge Trefor Lloyd

Dated this 21st day of September 2026