



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **CHI/21UF/PHC/2021/0012**

**Property** : **15 The Drive, Downland Park, Court  
Farm Road, New Haven, East Sussex  
BN9 9DJ**

**Applicant** : **Mr R Patrick**

**Representative** : **Ms K Tizzard, Stephen Rimmer  
LLP**

**Respondent** : **Ms A Barney**

**Date of Application** : **11th May 2021**

**Type of Application** : **Sections 4, Mobile Homes Act 1983  
(as amended)**

**Tribunal** : **Mr R T Brown FRICS Chairman**

**Date** : **2nd September 2021**

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**REASONS FOR DECISION**

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### ***Decision***

1. The Tribunal determines, for the reasons set out below, as follows:
  - a) The Respondent has acted unreasonably in refusing consent to carry out works to the gas supply,
  - b) The Applicant has acted reasonably in providing the Respondent with sufficient documentation relating to the proposed work to enable the Respondent to grant consent and
  - c) The Tribunal Orders that the Respondent shall issue unconditional consent for the works to the gas supply as proposed by the Applicant, with copy to the Tribunal, no later than 28 days from the issue of this determination.

### ***Background***

2. The Mobile Home is held by the Applicant under a Written Statement under the Mobile Homes Act 1983 dated 23rd June 2004 between Ms A Barney (Site Owner) and Mr D and Mrs R Page (Occupier). Mr and Mrs Page assigned the Agreement to the Applicant on 7th December 2012.
3. This application, dated 11th May 2021, requests the Tribunal to determine whether or not the Applicant should be granted consent to carry out works relating to the installation of a gas supply to the subject property.
4. A previous decision of the Tribunal (CHI/21UF/PHD/2021/0001) determined that the Applicant was in breach of his agreement and in particular Clauses 3(h) and (K) in respect of works undertaken to the gas supply. That Tribunal further determined that the Respondent's requirement requiring a specification and plan of the works was not unreasonable.
5. The statements of the both parties refer to other disputes between the parties (and other occupiers of the site). For the avoidance of doubt this Tribunal only determines the single matter in the application relating to the gas supply. No application has been made to the Tribunal for other issues to be included in the application. Those issues are not before this Tribunal and are not recited here.

6. The Applicant now says he has complied with those requirements but the Respondent still refuses to grant consent.

### ***Hearing and inspection***

7. A hearing was not requested.
8. Following the Directions dated 23rd June 2021 and the explanation contained therein, the Tribunal did not inspect the premises.

### ***Documents supplied to and considered by the Tribunal***

9. Tribunal Directions dated 23rd June 2021.
10. Bundle and witness statement of Mr Patrick (dated 28th July 2021).

### ***Applicant's Representations (summarised):***

11. The Applicant's case is set on in the Application Form:
  - a) The previous decision determined that the provision of a plan and specification was a reasonable requirement of the Respondent.
  - b) The Applicant has provided to the Respondent:
    - (i) Quotation from Leave it to Me Property Services
    - (ii) Plan and specification from CS Brown Construction Service
    - (iii) Public Liability Insurance for Leave it to Me Property Services
    - (iv) Gas Safe Registration Certificate for Leave it to Me Property Services.
12. Leave to Me Property Services have previously carried out work on Downland Park.
13. The Respondent continues to refuse consent and the Applicant has now been without gas since October 2020.
14. It is the Applicant's case that he has complied with the Site Rules and the previous Tribunal decision.
15. The Respondent in her witness statement refers to a letter to the Applicant dated 12th May 2020 where she states '*I must be provided with a method statement for the intended work and must obtain my written consent which will not be unreasonably withheld*'.

16. Two other plumbing companies have been approached but have refused because of the Respondent's demands. Both have said that their public liability insurance is adequate for the works and they have never been asked for an indemnity before.
17. Attached to the application is a copy of the Tribunal's decision (CHI/21UF/PHD/2021/0001) together with copies of the documents at paragraph 11b) (above) and extensive correspondence between the Applicant's solicitor and the Respondent.

***Respondent's Representations (summarised)***

18. In her witness statement the Respondent states:
  - a) That she has concern's that Leave it to Me Property Services may appoint a sub contractor and have not confirmed that the works will be carried out in accordance with CS Brown Construction Services Works.
  - b) She seeks an indemnity in respect of any subsequent issue relating to the adjoining retaining wall.
19. Accordingly the Respondent requests the Tribunal to support her refusal to grant consent.

***Applicant's Response (summarised):***

20. In response to the Respondent's witness statement the Applicant says:
  - a) On or about 3rd November 2013 he discovered a gas leak near his meter.
  - b) Contractors were called and the supply turned off.
  - c) When the leak was reported the Respondent said that it was my responsibility.
  - d) The Applicant arranged for a repair to be carried out the contractor was however unwilling to put the pipe back underground and it was agreed to place the pipe on the surface and box it in. A Gas Safety Certificate was issued and sent to the Respondent.

e) The Respondent has subsequently checked the pipe on her annual site inspections so she has been aware of this repair since 2013.

f) The Respondent's daughter made a site inspection on 19th October 2020 and said the pipe was a trip hazard and that the gas must cut off immediately. The Respondent then insisted that a work schedule and drawings be prepared.

g) The Respondent subsequently refused to turn my gas back on until the matter was resolved by the Tribunal.

f) The Applicant commissioned a report into the condition of the retaining wall and the new pipe will go through the existing hole in the wall and then be laid in short channel.

h) The work is estimated to take less than a day.

21. The Applicant requests the Tribunal find that the Respondent has unreasonably withheld consent.

### ***The Tribunal's Deliberations and Conclusions***

22. A previous decision of the Tribunal (CHI/21UF/PHD/2021/0001) determined that the Applicant was in breach of his agreement and in particular Clauses 3(h) and (K). That Tribunal further determined that the Respondent's requirement requiring a specification and plan of the works was not unreasonable. Further that decision does not make any reference to any further indemnity being required.

23. Extracting such information as it could from the papers supplied to the Tribunal by the parties (including the previous Tribunal determination), by reference to information publicly available on the internet and with the benefit of its knowledge and experience the Tribunal reached **the following conclusions and found as follows:**

24. The previous decision (CHI/21UF/PHD/2021/0001) determined at paragraph 25 that the requirement for a specification and plan of the works was reasonable.
25. The Respondent now seeks to add a further requirement in the form of an indemnity in respect of the adjoining retaining wall.

26. The Tribunal finds, on the evidence before it, that:
- a) The Applicant has provided in a form acceptable to the Respondent:
    - (i) Quotation from Leave it to Me Property Services
    - (ii) Plan and specification from CS Brown Construction Service
    - (iii) Public Liability Insurance for Leave it to Me Property Services
    - (iv) Gas Safe Registration Certificate for Leave it to Me Property Services.
  - b) The Respondent remains concerned that the works will not be carried to CS Brown's specification and a suitable indemnity will not be provided.
  - b) In the Respondent's communication dated 12th May 2020 she indicated her consent would not be unreasonably withheld.
  - c) The Tribunal was not provided with any copy of the Site Rules (if any) however given the terms of the Written Statement Clauses 3(h) and (K) and the communication of the 12th May 2020 the Tribunal sees no issue upon this point.
  - d) Such indemnity is not common practice in contracts of this size and nature.
  - e) No evidence has been provided to the Tribunal to justify the inclusion of such a specific indemnity in this particular case.
  - f) No evidence has been presented as to the 3rd party liability insurance provided by the contractor being inadequate.
  - g) The Respondent's concerns that the Contractor may not carry out the works to the specification are not supported by any evidence.
27. In conclusion the Tribunal can find no reason for the Respondent to continue to withhold her consent to the works proposed.

***Relevant Law***

- 28. Mobile Homes Act 1983 (as amended).
- 29. Housing Act 2004.

## **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision (on a point of law only) to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking