



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

Case Reference : **CAM/22UN/PHC/2022/0006**

HMCTS : **CVP**

Site : **Meadowview, St South Road, Little Clacton,
Essex CO16 9NT**

Park Home Address : **125, Meadowview Park, St South Road,
Little Clacton, Essex CO16 9NT**

Applicants : **Wick land (Holdings) Limited**
Representatives : **Ms Sarah King of Counsel instructed by
Fisher Jones Greenwood Solicitors
incorporating Steed & Steed**

Respondents : **1. Leon Simon Vaessen
2. Deborah Matthews**

Type of Application : **To determine questions arising under the
Mobile Homes Act 1983 or an agreement to
which it applies – section 4 Mobile Homes
Act 198**

Tribunal : **Judge JR Morris**

Date of Application : **19th May 2022**
Date of Directions : **6th July 2022**
Date of Hearing : **21st September 2022**
Date of Decision : **10th October 2022**

DECISION

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Decision

1. The Tribunal determines that the Applicant is liable for the disconnection of the pipe and the related costs of remediation.

Reasons

Introduction

2. An Application dated 19th May 2022 was made by the Applicant for a determination of questions arising under the Mobile Homes Act 1983 or an agreement to which it relates under section 4 of the Mobile Homes Act 1983 as amended, being whether the Respondents should be liable for:
 - (1) The cost of the Brickwork contractor under invoice dated 21st June 2021 in the amount of £366.00
 - (2) The cost of the plumbing contractor under invoice dated 23rd March 2021 in the amount of £80.00
 - (3) The costs incurred by the Claimant
 - (4) Together with interest and the enforcement costs resulting from non-payment under the terms of the Agreement dated 30th January 2020.
3. Directions were issued on 6th July 2022 in compliance with which the parties provided statements of case and supporting documents.

Description

4. The Tribunal did not inspect the Site or pitch on which the Park Home is situated. The work which was the subject of these proceedings had already been carried out. Photographs were provided.

The Law

5. Section 4 of the Mobile Homes Act 1983 (as amended) states:
 - (1) In relation to a protected site in England, a tribunal has jurisdiction –
 - (a) to determine any question arising under this Act or any agreement to which it applies, and
 - (b) to entertain any proceedings brought under this Act or any such agreement subject to subsection (2) to (6).
 - (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement, which has been entered into before that question arose.
 - (3) In relation to a protected site in England, the court has jurisdiction—
 - (a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and

- (b) to entertain any proceedings so arising brought under this Act or any such agreement, subject to subsections (4) to (6).
 - (4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.
 - (5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.
 - (6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).
6. Section 231A of the Housing Act 2004 subsection (4) states:

When exercising jurisdiction under the Mobile Homes Act 1983, the directions which may be given by the tribunal under its general power include (where appropriate) --- (a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise.

The Written Agreement and Site Rules

- 7. A copy of the Written Agreement was provided. The Park Home was purchased by the Respondents from the Applicant on 30th January 2022.
- 8. The Applicant identified the following provision as being relevant:

Part 3 Express Terms – Term 3

(P) the Occupier agrees to, “pay and discharge all... charges... enforcement costs and the other charges or services”

(Q) the Occupier agrees to, “pay interest on all pitch fees, charges or services which become overdue for payment... calculated at 2% per month, charged in a compound basis”.

(R) the Occupier agrees to “pay the costs incurred by the Owner including the sum of £15 for every written or printed communication ...following default of the terms of the agreement... subject to review herein provided.”

Preliminary Issue

- 9. The Applicant contended that the enforcement costs have been reviewed from time to time, and now provide for the sum of £16 to be incurred for every written or printed communication following default of the terms of the agreement.
- 10. In response to the Tribunal’s question Counsel for the Applicant submitted that the authority for reviewing the charge in the Written Agreement was within Term 3(R) which stated that it was subject to review.

11. The Tribunal stated it was of the opinion that the words “subject to review herein provided” indicated that there was some other provision which would set out the manner of review. In response counsel submitted that it could be reviewed in like manner to the pitch fee.
12. The Tribunal does not agree. The pitch fee review provisions in the Written Agreement are subject to legislative provisions both of which are exclusive to the pitch fee. The Tribunal finds that in the absence of a specific provision giving some procedure or mechanism which corresponds to the words, “herein provided”, enabling “the sum of £15 for every written or printed communication ...following default of the terms of the agreement” to be reviewed, the sum of £15.00 cannot be increased as suggested.

The Hearing

13. A hearing was held on 20th September 2022, which was attended by Ms Sarah King of Counsel representing the Applicants, Mr Leonard David Collins witness and consultant for the Applicants and Mr Leon Simon Vaessen and Ms Deborah Matthews, the Respondents.

Evidence and Submissions

Issues

14. The Applicants contended that the waste pipe (the Waste Pipe) between the sink and the soil or foul pipe (the Soil Pipe) had become detached by reason of the Respondents discharging a substantial quantity of fat and grease into the kitchen sink. That they were then called upon by the Respondents to carry out works the cost of which they now claim.
15. The Respondents contended that the detachment of the Waste Pipe was not as a result of their actions and submit that the Waste Pipe had become detached because it had not been secured properly by the Applicant when the service was connected to the Park Home.
16. The Tribunal found from reading the papers that there were two issues:
 1. Whether the Applicant or the Respondents are liable for the disconnection of the pipe.
 2. Whether, if the Respondents are liable, what costs are payable by them to the Applicant.

Applicant’s Case

17. The Applicant provided a written statement of case prepared by its Representative and supported by a witness statement by Mr Collins together with photographs and correspondence.
18. In the written statement of case the Applicant said that on or about March 2021 the Respondents reported a leak under their mobile home, and following inspection and investigation, the Respondents said that a substantial quantity of fat and grease had been discharged into the kitchen sink which had caused

the Waste Pipe to become detached. Both parties accepted that there was an awful stench emanating from under the Respondent's mobile home. At the request of the Respondents, the Applicant said it was arranged for a plumbing contractor to remove what they alleged to be a blockage and to reconnect the pipework.

19. The Applicant, said that with the benefit of advice and assistance from a plumbing contractor concluded that the cause of the leak was as a result of the actions of the Respondents.

20. On 5th May 2021 the Respondents asked the Claimant to undertake the repairs to their home to include removal of debris, cleansing and bleaching the affected area, reinstating the perimeter brickwork.

21. The cost of the work claimed was as follows:

Cost of Plumber engaged by Applicant (£80.00 plus £16.00 vat) £96.00

Cost of Bricklayer

Labour	Bricklayer 5 hours @ £40.00 per hour	£200.00
	Labourer 3 hours @ £35.00 per hour	£105.00
Materials		£120.00
Sub Total		£425.00
VAT		£85.00
Total		£510.00

Applicants' Costs

Emergency call out	30 minutes @ £35.00 per hour	£17.50
Removal of brick skirt	3 hours @ £35.00 per hour	£105.00
Assisting plumber	1 hour 15 minutes @ £35.00 per hour	£43.75
Removal of debris	2 hours 15 minutes @ £35.00 per hour	£78.75
Cleaning area	1 hour 30 minutes @ £35.00 per hour	£52.50
Sub Total		£297.50
VAT		£59.50
Total		£357.00

Total Cost £963.00

22. The Applicant claims enforcement costs of £203.00 - £307.66
And interest of £281.24
The total claimed is £1,447.24

23. In support of the Statement of Case Mr Collins' Witness Statement said:

24. On 22nd March 2021 the Applicant was required by the Respondents on an emergency basis to deal with a reported a leak under their mobile home. The following day the brickwork perimeter surrounding the home was removed to enable an inspection and investigation as to the cause of the leak. He said that a substantial quantity of fat and grease had been discharged into the kitchen sink in the Respondent's mobile home, which had caused the Waste Pipe to detach thereby causing the leak. There was also an awful stench emanating

from the underneath of the Respondent's mobile home, which he said was as a result of the grease, and food which had fallen through the pipework on to the base of the mobile home.

25. He said a plumbing engineer was engaged to remove what Mer Collins alleged was a blockage, and to reconnect the pipework to remedy the issue the same day. The cost of the Plumbing Contractor under invoice dated 23rd March 2021 amounted to £80 plus VAT.
26. The Applicant said that the Respondents subsequently denied that they caused the leak arguing that the issue was caused by the age of the pipework. Mr Collins said the pipework had been replaced prior to the Respondent's occupation of their mobile home in 2020, and provided photographic evidence supporting the Applicants contention that grease, fat and food stuff had been deposited in the kitchen sink in recent months, and therefore causing the issues complained of by the Respondent. (Photograph provided)
27. On 5th May 2021 Mr Collins said that the Respondents asked the Applicant to undertake repairs. The pitch base area was cleaned, cleansed and bleached and thereafter reinstated the perimeter brickwork. These works were undertaken on 16th July 2021 for which invoices were submitted to the Respondents. The Respondents contested the invoices and copies of the correspondence was provided.

Correspondence was provided

28. Correspondence was provided, and of particular relevance were the following letters from the Applicant to the Respondents.
29. The letter from the Applicant to the Respondents dated 25th March 2021 stated:
 - A. The pipework in the home was renewed when the home was refurbished, the only original pipework was the main sewer.
 - B. When the home was refurbished all of the brickwork skirt was removed and the base under the home was cleaned with bleach wash, the brickwork was then replaced.
 - C. It is patently evident that grease, fat and foodstuff has been flushed down the kitchen sink.
 - D. It would appear that the waste pipe from the kitchen sink to the sewer filled with grease, fat and foodstuff putting considerable weight on the pipework which then caused the pipe to the sewer being pulled out of the compression joint under the kitchen sink.

As you are aware there is an awful stench emanating from under your home, that would not be caused by water.

At present we will leave the underside of the home open to allow extra ventilation to try and alleviate the stench as much as possible. We may have to remove further brickwork to allow cleaning to be undertaken.”

30. The letter from the Applicant to the Respondents dated 25th March 2021 stated:

“Enclosed are various photographs which were taken when the brickwork skirt was removed.

- Enlarged photograph showing grease/fat, grains of rice and a pea.
- Showing congealed grease/fat.
- Showing congealed grease/fat and grains of rice.
- Showing the underside of the kitchen floor with suspended congealed grease/fat and the same on the side of the waste pipe.
- Showing congealed grease/fat where it has run under the access hatch-
- Showing the area outside the access hatch where the grease/fat which ran under the access hatch has killed the grass.
- How you can state that the Park Manager confirmed it was an old leak when the first time she was aware of the situation was when you informed her also the grease/fat had not discoloured and the food particles had not decayed which would point to a recent problem.
- With regard to the stench as our staff had the task of removing the brickwork skirt to establish what the problem was, they are well qualified to comment on the stench.
- The reason we cleaned and bleach washed the base was because the previous owner fitted a new toilet and when we refurbished the home, we discovered that the toilet connection to the foul sewer was faulty which caused a certain amount of sewerage to leak onto the base, this is how we know the base was
- clean before we put the brickwork skirt back.
- When considering the photographic evidence, we find it somewhat disingenuous of you to try and deny any knowledge of matters.”

Respondents’ Case

31. The Respondents said they purchased the Park Home on 30th January 2020.
32. On the morning of 22nd of March 2021, they said they noticed washing up bubbles seeping up into the grass area just outside the access hatch of the brick skirting, there was also a sewerage smell both immediately outside and inside the mobile home. They said they removed the access hatch and saw the leak which they thought had been happening for some period.
33. On the morning of 22nd March 2021, they telephoned their insurance provider, “Coast”, who informed them as this was “not an internal leak with no internal damage” or a claim for “external wear and tear no claim could be made. They then contacted Mr Collins of the Applicant.
34. On 23rd March 2021 the leak was investigated by the Park Manager Ms Ling and fellow employee of Meadowview Park. The park manger commented that the leak appeared to have been “happening for some time”. The fellow employee partially removed the skirt brick work from the access hatch towards and under the kitchen sink area approx. 40 bricks at maximum, it transpired that the leak was extensive in that the whole length of the “base”

was sodden with water both from the shower and the kitchen, the park manager confirmed that the shower had been plumbed into the kitchen sink. The Park Manager asked “if they had been placing fat into our kitchen sink” to which they replied they had not.

35. When this was inspected by the site manager and another Meadowview Park employee, the site manager noted that the shower had been plumbed into the sink waste pipe and commented “god knows why”.
36. They said that their understanding of effective plumbing would be that the bath and shower and kitchen sink should all be plumbed in independently from each other which does not appear to be in the case here. They submitted that this may be because no work was done under the park Home when it was refurbished possibly due to no one wishing to go underneath the static home due to the disgusting conditions. Also, the plumber who came to do the work stated to us that “it looks almost like they couldn’t be bothered to go under the static unit”.
37. On 23rd March 2021, the Respondents said the repair of the leak consisted of a plumber removing kick boards inside our home to double check that the leak was not internal. The plumber then attached the internal sink waste pipe to the external sewerage pipe he then propped the Waste Pipe up with 3 “old” bricks from the removed skirt, (photographs provided) which they did not feel was an adequate repair. They said there was no mention of a “blockage”.
38. The Respondents said that the partial removal of the skirt exposed the pitch pipe work revealing substantial disintegration and decayed pipe lagging and signs of old sanitation issues to the pitch. They referred to photographs in support of this statement. The Respondents said that pipe work was being renewed at the pumping station indicating that their pipe work was also old. They said they had always stated that the cause of the leak was due to the dilapidation of the Waste Pipe and that they were not liable. They referred to correspondence in support of this statement.
39. The Respondents added that they had bought the Park Home as being fully refurbished 13 months before the incident. They submitted that as a household of only 2 with usual and correct use of the sink waste they could not have caused all the grease found there.
40. The Respondents contested the costs of the work in a letter to the Applicants dated 13th December 2021 as follows:
 1. Emergency call out of 30 minutes @ £35.00 per hour total £17.50
This was carried out by the Applicant’s staff.
 2. Removal of brick skirt 3 hours @ £35.00 per hour total £105.00
The hatch had been removed by the Respondents already and the skirt wall did not take 3 hours to remove. It took no longer than an hour and was carried out by the Applicant’s staff.
 3. Assisting plumber 1 hour 15 minutes @ £35.00 per hour total £43.75

Mr Vaessen assisted the plumber inside the park Home with the removal of the kick boards along with the flushing through the reconnected sink waste pipe. Propping the Waste Pipe up with 3 bricks did not take an hour and 15 minutes. The plumber was at the park home for no longer than 35 minutes.

4. Removal of debris 2 hours 15 minutes @ £35.00 per hour total £78.70.
The site manager used her own dustpan and brush to sweep rubble caused from removal of the skirt wall which took about 10 minutes and then a wheelbarrow was used to remove the bricks which took 10 to 15 minutes. Both tasks completed by Applicant's staff.
5. Cleaning area 1 hour 30 minutes @ £35.00 per hour total £52.50
Cleaning amounted to sweeping and using a pressure hose which took 15 minutes by the Applicant's staff.
6. Bricklayer 5 hours @ £40.00 per hour total £200.00
The bricklayer was only there for 20 minutes and then went to work on another property returning later for 10 minutes
7. Labourer 3 hours @ £35.00 per hour total £105.00
There was no labourer. A member of the Applicant's staff took 10 minutes to clean up the area.
8. Materials £120.00
The materials were supplied by the Applicant.

41. The Respondents said that they did not consider they should have to pay for the work carried out by the Applicant's staff because they are present on site and undertake this sort of work all the time. The pitch fee pays for them.

Evidence and Submissions Made at the Hearing

42. The Tribunal questioned Mr Collins regarding his evidence and submissions.
43. Mr Collins agreed that the Waste Pipe attached to the Park Home was fitted by the Site Owner in the course of the refurbishment of the Park Home prior to its sale to the Respondents.
44. Mr Collins agreed that the Waste Pipe is a 40 mm pipe which is attached to the kitchen sink waste pipe of the Park Home and runs to the soil pipe. He said that the Waste Pipe only serves the kitchen waste pipe and that there are separate waste pipes from the shower, wash hand basin, and washing machine that are connected to the Soil Pipe.
45. Mr Collins agreed that the Waste Pipe is attached to the Park Home waste pipe by a compression connection which is held in place by a neoprene washer. So far as Mr Collins was aware the run is a vertical straight line down to a 90-degree bend from which there is straight horizontal line to the Soil Pipe. Mr Collins said he did not know whether the pipe was held by any supporting braces, brackets, clips or cradles.

46. Mr Collins agreed there were P traps above the compression connection under the kitchen sink and there would also be the same under the shower and wash hand basin and washing machine to stop any smells emanating from the Waste Pipe, or pipes as he contended, and its connection to the soil pipe.
47. The Tribunal noted the photograph taken of the underside of the Park Home dated 29th November 2018. The Waste Pipe was seen as that running from the connection to the Park Home on the left of the picture to the soil pipe in the middle. It appeared to be suspended without any support. There did not appear to be any braces, brackets, clips or cradles holding it in place.
48. Although the photograph of the underside dated 29th November 2018 showed a clear base, the photographs of the underside following the removal of part of the brick skirt in 2021 showed an amount of rubble and debris under the Park Home which appeared to have been from a previous occasion when work was carried out around the Park Home.
49. Mr Collins said that all the fat came from the kitchen sink. In response to the Tribunal's comment that water weighs 1g per cubic centimetre (which is the basis for metric measurement) is heavier than fat, lard weighing 0.83g per cubic centimetre, he still contended that the weight of the fat had caused the Waste Pipe to be disconnected. He then added that he thought the pipe had been blocked and a plunger or some other tool had been used which had caused the Waste Pipe to become disconnected.
50. With regard to the quantity of waste under the Park Home Mr Collins said that this had all come from fat being poured down the kitchen waste or the remains of take aways. He said that the smell was from the fat although accepted the Tribunal's suggestion that there would also been an odour from the soil pipe to which the Waste Pipe was connected.
51. In response to the Tribunal's suggestion that the quantity of fat and other similar substances under the Park Home was commensurate with fat and oils contained in soaps, shower gels and washing detergents that might be deposited over time Mr Collins said that the Waste Pipe was only connected to the kitchen sink.
52. With regard to the Applicant's statement that they had had the benefit of advice and assistance from a plumbing contractor who concluded that the cause of the leak was as a result of the actions of the Respondents, there was no witness statement from the plumbing engineer.
53. The Tribunal questioned the Respondents about their evidence and submissions.
54. Mr Vaessen said that he had been a plumber for many years and would never dispose of grease into a kitchen sink. He said that the Waste Pipe received the waste from the kitchen sink, the wash hand basin in the bathroom the shower and the washing machine. This then discharges into the Soil Pipe via a boss connection. The w.c. discharged directly into the Soil Pipe. He said there were

no other pipes. In support of his statement, he recalled how when the skirt had been removed the water from the shower was turned on and it discharged through the disconnected waste pipe from the Park Home.

55. He said that they had replaced the washing machine which was in a store situated at the end of the Park Home. He said that they just connected it up to the pre-existing cold-water pipe and waste pipe. He said it was apparent that the washing machine waste pipe went into the Park Home and was attached to the same internal waste pipe as the kitchen, sink, the wash hand basin in the bathroom and the shower which was in turn connected via the compression joint to the Waste Pipe that was connected to the Soil Pipe. There were no other pipes connected to the Soil Pipe under the Park Home. He referred to what he and Ms Matthews had seen on 23rd March 2021 and the statement made by the site manager that the shower had been plumbed into the sink waste pipe.
56. In response to the Tribunal's questions the Respondents said that on 23rd March 2021 the disconnected pipe was lying on the ground under the Park Home. There were no signs that it had broken away from any supporting bracket. They said there was no sign of the Waste Pipe having been blocked and there was no mention of the Waste Pipe being blocked when it was reconnected.
57. Mr Vaessen said all the plumbing was internal and there was no fall, which should be 10 mm every metre.
58. The Respondents confirmed what they had said in the written statements that they considered the pipe work was old and dilapidated, that the waste had been discharging for longer than they had been in the Park Home.
59. They conceded that they had not had a survey prior to their purchase.
60. Counsel for the Applicant referred to the point made by the Respondents that the pipe work at the pumping station was being renewed in support of their claim that their pipe work was old. She said that merely because pipe work elsewhere on the park was being renewed did not indicate that the pipe work under the park home was old.
61. She referred the Tribunal to the photograph taken in 2018 which showed the Waste Pipe connected to the Soil Pipe. At that time the brick skirt had been removed and a new one had yet to be constructed. The void under the Park Home was clear. Mr Collins confirmed that the Park Home had not been occupied after that date until the Respondents purchased it.
62. The invoices for the work were addressed by each party. The Respondents confirmed the points they made in their letter dated 13th December 2021 adding that an estimate should have been obtained for them and that they could have obtained a much cheaper price. Mr Vaessen said that £350.00 a day for a labourer was excessive and that an unskilled person would only be paid the minimum wage. He said that he would have done the work himself if he had known what was to be charged. With regard to the hourly rate the

Tribunal said it would need to take into account the overheads of an independent contractor such as travelling, work wear, public liability insurance, national insurance and administration.

63. Mr Collins said that this was a relatively small job which needed to be done quickly at the Respondents request. He said he considered the cost reasonable.
64. Counsel for the Applicant said that independent outside contractors had carried out the plumbing and bricklaying work and their invoices were provided. The costs had been reasonably incurred as the work was necessary.
65. Counsel added that notwithstanding that the removal of the brick skirt and the clean up of the pitch had been carried out by the Applicant's employees these activities had a cost and the work was outside their normal tasks.

Decision

66. The Tribunal has extensive knowledge and experience in waste management and noted all the evidence and submissions by the parties
67. Firstly, it considered whether the Applicant or the Respondents are liable for the disconnection of the Waste Pipe.
68. The Tribunal found that the Applicant had affixed the Waste Pipe at some point prior to the Respondents' purchase of the refurbished Park Home. In that the Park Home was sold as a refurbished Park Home which was already sited and connected on the pitch, the Applicants were responsible for the manner and security of the connection.
69. The Tribunal then considered how the Waste Pipe had become disconnected.
70. On examining the photograph of the underside of the Park Home said to be taken on 29th November 2018 without the brick skirt the Waste Pipe could be seen as that running from the connection to the Park Home on the left of the picture to the Soil Pipe in the middle. Other than the Soil Pipe into which the Waste Pipe was connected no other pipes could be seen in the photograph.
71. Mr Collins in his statement said that only the kitchen sink ran into the Waste Pipe and that the shower, wash hand basin and washing machine ran directly into the Soil Pipe either within the Park Home or externally. However, Mr Collins adduced no evidence to show that this was the case even though a plumber had been instructed and could have given a witness statement confirming or otherwise Mr Collins's statements.
72. Mr Vaessen had said that on 23rd March 2021 when the underside of the Park Home was examined he turned the shower on and the water from the shower ran through the hole where the Waste Pipe had become disconnected and that this was confirmed by the site manager. Mr Vaessen said that the kitchen sink, the shower and wash hand basin in the bathroom and he believed the washing machine was also connected internally to the Waste Pipe. The Applicant

adduced no evidence to contradict Mr Vaessen's statement regarding the events on 23rd March 2021 at which the site manager was present although Mr Collins was not.

73. The Tribunal found on the evidence adduced that on the balance of probabilities at least the kitchen and bathroom waste pipes were connected internally to a waste pipe which was in turn connected to the external Waste Pipe and possibly the washing machine waste was also.
74. Mr Collins submitted that all fat and other substances under the Park Home had been poured down the kitchen sink by the Respondents which had caused the Waste Pipe to become disconnected. The Respondents had said that the quantity of fat must have come from a previous owner and that the Waste Pipe must have been disconnected for a considerable time, probably before their ownership.
75. The Tribunal considered whether the description and quantity of the effluent found under the Park Home following the discovery of the disconnected Waste Pipe indicated that substances poured down the Waste Pipe would have caused it to become disconnected.
76. The discharge of the waste water effluent (i.e., without any human faeces as it was agreed that this passed directly into the Soil Pipe) into the void below the Park Home following the disconnection of the Waste Pipe would have created a form of cesspit or septic tank. Unlike many disposal systems the effluent would not have drained or been digested and the area would not have been vented. The effluent would have been held within the skirting brick walls and concrete base. Waste disposal tanks of this kind would require regular emptying, the intervals of which would depend on the quantity of waste and the capacity of the tank. Effluent held in this way is likely to become odorous. However, in addition, in this particular instance the Waste Pipe, although disconnected from the Park Home, would have still been connected to the Soil Pipe, the gases and smell from which would have entered the confined space under the Park Home unrestricted by a trap. The Tribunal found that the odour did not of itself indicate that the Respondents discharged substances other than those that might normally be discharged from a kitchen or bathroom.
77. There was no precise evidence as to the description of the effluent under the Park Home. Mr Collins referred to a few grains of rice and a pea and substantial quantities of fat and grease, although there was no other analysis of the effluent. Waste water from washing up contains grease from food but so also does washing up liquid, soap, shower gel and washing powder. The substances described would have been discharged in the water in suspension when passing through the Waste Pipe. Following the disconnection of the Waste Pipe the waste water would have emptied into the void where the water would have, to an extent drained, leaving the solid effluent. The description of the effluent residue did not indicate substances other than what might be normally disposed of suspended in waste water from a kitchen or bathroom.

78. With regard to the quantity of effluent, Mr Collins submitted that it was such that the Respondents must have disposed of excessive amounts of fat during their occupation of 13 months (referring to the 2018 photograph). The Respondents also submitted that although they did not dispose of excessive amounts of fat during their occupation, the quantity indicated that the Waste Pipe must have been disconnected for a longer period than their occupation and that a predecessor must have contributed to the quantity of effluent.
79. It was not known how long the Waste Pipe had been disconnected other than the photograph taken in 2018 and the Applicant's submission that no one occupied the Park Home from that date until the Respondents purchased it. The Tribunal found that the Waste Pipe must have become disconnected after the Applicant's purchase and that the quantity of effluent was discharged during their occupation. There was no evidence adduced to show that the quantity of effluent discharged was excessive given that the Waste Pipe may have been disconnected for 12 months. There also appears to have been some rubble from works that had been undertaken at some time after 2018 making it unclear how much was effluent and how much was debris under the Park Home.
80. The Tribunal therefore finds that in the absence of evidence to the contrary, on the balance of probabilities the Respondents have not discharged inappropriate or excessive quantities of substances through the Waste Pipe such as to cause the Waste Pipe to be disconnected.
81. The Tribunal considered how the Waste Pipe had become disconnected.
82. Mr Collins appeared to allege that the Waste Pipe had filled with fat and the weight of fat discharged into the Waste Pipe had caused it to become disconnected. If it were the weight of what was in the Waste Pipe that had caused the disconnection then water is heavier than fat and the Waste Pipe and its joints are designed to hold water. The Tribunal therefore did not find that this was a credible explanation.
83. The Respondents had said that the Waste Pipe had deteriorated due to age and had fallen out of the connection as a result. Whereas it is correct that push fit PVC pipes deteriorate over time due to ultra violet rays, however, no evidence of this was seen from the photographs provided.
84. The Waste Pipe appeared from the 2018 photograph to be suspended under the Park Home by being held at the Park Home end with the compression joint which then ran down to, what was seen on the later photographs, to be a push fit elbow joint. The pipe then continued laterally at an angle and was secured to the Soil Pipe at the other by a boss joint. Both PVC 'push fit' and compression connections held the pipe in place and prevent the joint from leaking by way of neoprene washers. The length of Waste Pipe under the Park Home appeared to be about two metres long.
85. In the knowledge and experience of the Tribunal, PVC pipes expand and contract depending on operating temperature. The longer the pipe the greater the movement as the temperature fluctuates. It is not known what the ambient

temperature was under the Park Home but showers operate at around 40° C while washing up water is likely to be at a higher temperature. Manufacturers recommend that the longer the pipe the more supports are required. In the present circumstances, to ensure the pipe does not disconnect from either the elbow joint or the compression joint due to normal expansion and contraction at least one support would be recommended. However, no support was apparent from the 2018 photograph. When asked by the Tribunal Mr Collins said he did not know whether the Waste Pipe was supported by a bracket or other means. No mention of a support was made in the reports of the inspection on 23rd March 2021. The Respondents said the Waste Pipe was said to be lying on the ground. The need for support was recognised by the plumber who came to reconnect the compression joint as he used three bricks to wedge under the elbow joint to hold the vertical pipe to the compression joint in place.

86. Mr Collins alleged that the Waste Pipe had become blocked and that remedial action, such as the use of a plunger, had caused the pipe to be disconnected. No evidence was adduced to show that the Waste Pipe was at any time blocked or that some inappropriate action had been taken to cause the Waste Pipe to be disconnected. From the Tribunal's knowledge and experience the use of a plunger to unblock a waste pipe is not uncommon and it might be expected that a waste pipe would be sufficiently secure as to withstand such remedial action. Therefore, if the Waste Pipe had been blocked the use of a plunger to unblock it should not have caused the Waste Pipe to be disconnected if the Waste Pipe had been properly supported.
87. Taking all the above into account the Tribunal found that the Waste Pipe had become disconnected at some time following the occupation by the Respondents. It further found that on the balance of probabilities, due to the failure by the Applicants to affix and support the Waste Pipe soundly, it became disconnected. The responsibility for affixing the Waste Pipe to the Park Home securely was that of the Applicants. Therefore, they must bear the cost of re-affixing the pipe and the associated works resulting from its disconnection of accessing, cleaning and reinstating the area under the Park Home.
88. Having determined that the Respondents are not liable for the disconnection the Tribunal is not required to consider the reasonableness of the cost of remediation.

Conclusion

89. The Tribunal determines that the Applicant is liable for the disconnection of the pipe and the related costs of remediation.

Judge JR Morris

APPENDIX 1 - RIGHTS OF APPEAL

1. If a party wishes to appeal the decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e., give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 2 – THE LAW

The Law

Section 4 of the Mobile Homes Act 1983 (as amended)

- (1) In relation to a protected site in England, a tribunal has jurisdiction –
 - (a) to determine any question arising under this Act or any agreement to which it applies, and
 - (b) to entertain any proceedings brought under this Act or any such agreement subject to subsection (2) to (6).
- (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement, which has been entered into before that question arose.
- (3) In relation to a protected site in England, the court has jurisdiction—
 - (a) to determine any question arising by virtue of paragraph 4, 5 or 5A(2)(b) of Chapter 2, or paragraph 4, 5 or 6(1)(b) of Chapter 4, of Part 1 of Schedule 1 (termination by owner) under this Act or any agreement to which it applies; and
 - (b) to entertain any proceedings so arising brought under this Act or any such agreement, subject to subsections (4) to (6).
- (4) Subsection (5) applies if the owner and occupier have entered into an arbitration agreement before the question mentioned in subsection (3)(a) arises and the agreement applies to that question.

- (5) A tribunal has jurisdiction to determine the question and entertain any proceedings arising instead of the court.
- (6) Subsection (5) applies irrespective of anything contained in the arbitration agreement mentioned in subsection (4).