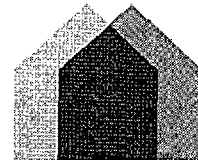


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LON/00AP/LSC/2006/0002



Residential  
Property  
TRIBUNAL SERVICE

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL  
FOR THE RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
ON AN APPLICATION UNDER SECTION 27A OF THE  
LANDLORD AND TENANT ACT 1985, AS AMENDED**

**Applicants:** Mr Stephen Lynn

**Respondent:** Chaplair Ltd

**Address of Property:** Flat 1  
15 Crouch Hall Road  
London  
N8 8HT

**Application date:** 6 January 2006

**Hearing date:** 15 March 2006

**Appearances:** Mr Stephen Lynn

For the Applicants

Mr D Heasman FRICS of Salter Rex

For the Respondents

**Members of the Residential Property Tribunal Service:**

Mr G F Bowden TD MA FRICS  
Mr M Taylor JP FRICS IRRV  
Mrs M B Colville JP LLB

## **15 CROUCH HALL ROAD**

### **1 Preliminary**

- 1.1 This was an Application by the lessee, Mr Stephen Lynn, of Flat 1, 15 Crouch Hall Road, under Section 27A of the Landlord and Tenant Act 1985 for a determination of liability to pay service charges.
- 1.2 The charges in question related to the year 26 March 2004 to 25 March 2005 and were itemised by the Applicant as:-

Building works	1889.40
"	141.00
Professional Fees	299.33
Entryphone Repairs	76.38
"	128.66

- 1.3 The Respondent Landlord was Chaplair Ltd, and was represented by Mr David Heasman FRICS of Messrs Salter Rex, the managing agents of the subject property.

### **2 The Applicant's Case**

- 2.1 At the Hearing, the Applicant explained that the subject property was a three-storey building which had been divided into five units: two flats on the ground, and two on the first floor, and a single unit on the second floor. The applicant occupied the unit on the ground floor at the front.
- 2.2 Major works had been carried out to the property in July 2002 and these had been the subject of an earlier application to the LVT. Details of the works were fully set out in the Applicant's Statement of Case (pages 1-10). In essence, the Applicant contended that the charges in dispute in relation to the building works that were carried out to the roof, and to the down water pipe, should have been identified and completed as part of the earlier contract when scaffolding was in place.

2.3 Mr Lyn contended that he had, at an early stage, made clear to the managing agents his cause for concern. Had the agents acknowledged his concern, and responded earlier an application to the LVT, with the attendant costs would not have been necessary.

### **3 The Respondent's Case**

3.1 Mr Heasman, in the Respondent's Statement, (bundle pages 11-13), set out the landlord's position. It was stated that the previous LVT Hearing dealt with the issues before them at that time. The hearing took place in the absence of the surveyor responsible for overseeing the major works due to serious illness. He had subsequently left the firm, and Mr Heasman had himself taken on responsibility for the matters currently under discussion.

3.2 The major works contract was carried out by Messrs J P Taffe, who tendered in open competition, on the basis of a detailed specification. The final account, in the sum of £9,271.00 plus VAT (compared with the tender figure of £12,595.00 plus VAT) reflected adjustment for extras and omissions.

3.3 The cost of the work to the roof was provisional, allowing for the replacement of some 20 slates, of which only five had in fact to be replaced. Requests by lessees for the roof slopes to be cleaned of moss and lichen had been made subsequent to the works and had not been included in the original contract, since the surveyor felt this work was not necessary. This further work required the subsequent re-erection of scaffolding, which, had the request been made when the builders were on site for the main contract, would not have been necessary.

3.4 Rot fungus was reported in the roof space, and in view of the widespread damage that can arise of such a condition, a specialist surveyor was consulted. In the event the fungus was not as first feared, dry rot, but one which could be carried out by localised treatment by a specialist firm for the sum of £564.00

plus VAT. The professional fees incurred were £254.00, plus VAT, and it was contended this figure was not unreasonable.

3.5 With regard to the entryphone, Mr Heasman had, on a visit to the subject property, noted that two of the push-buttons on the panel were missing and the mechanism inoperable. An estimate for replacement of the panel in the sum of £650.00 plus VAT was received and passed to lessees. In the event the mechanism was repaired by an arrangement made by the Applicant. However, the initial call-out charge should, in the Respondent's view be payable.

3.6 With regard to the electrical works, the electrician stated that he was engaged by the Applicant to replace a defective fan, and that this was a private arrangement, for which the Applicant was charged £60.00 plus VAT. This figure did not include a call-out charge, which had been, in fact, included in another invoice for attending to the hallway lights. This charge had been passed on to the lessees.

3.7 In answer to question from the tribunal, Mr Heasman explained that in order to clean the moss and lichen from the roof slopes it would have been necessary to augment the scaffolding required for the original contract, to provide a catwalk to the ridge in order to clean both slopes.

## **4 Decision**

### **4.1 Scaffolding**

4.1.1 The Tribunal took the view that had the rust defects to the rainwater pipe on the rear elevation and the scraping of the moss from the roof been rectified when the scaffolding to the building which was in position between June 2002 and the end of August 2002, the cost of re-erecting tower scaffolding in April 2004, in the sum of £881.00 plus VAT, would not have been incurred.

4.1.2 However, it was noted that in order to effectively remove the moss it was necessary to construct additional scaffolding with a bridging element across

the front slope to the ridge in order to carry out this particular work. This incurred an additional cost of £141.00.

4.1.3 In the light of these facts the Tribunal decided that the sum of £881 should be disallowed.

4.1.4 The sum of £141.00 plus VAT should be allowed.

4.1.5 In addition to the scaffolding cost of £881.00, there was also the two items of ladder hire in the sum of £136, for which Mr Heasman was able to offer no explanation. It was noted that Mr Scrutton had in 20 September 2004 questioned this item, but there was no explanation or elucidation on file.

4.1.6 The Tribunal therefore determined that this sum £136 plus VAT should be disallowed.

4.1.7 The Tribunal accepted that labour costs in £350 plus VAT and materials at £100 was reasonable, and these sums were allowed.

4.1.8 There was an invoice from Anderson Roof Services dated 2 May 2004 in the sum of £141 inclusive of VAT. A letter from Salter Rex conceded this payment was inappropriate and the lessees account had been credited accordingly. It was therefore not necessary for the Tribunal to make a determination on this point.

4.1.9 Mr Heasman, noted a defect in the door entry insofar as two of the five bell pushes were missing, (although not affecting that of the Applicant). It was reasonable for the managing agents to call on professional help to rectify the problem. On inspection by the engineer, it was reported that the unit was, in their opinion an old unit beyond economic repair and a new unit was recommended. The agents accepted the estimate and paid a deposit. However, in the meantime the lessees on their own behalf effected repairs to their own satisfaction. The deposit was refunded.

4.1.10 The call-out charge £76.38 (inclusive of VAT) was in the Tribunal's view reasonable in the circumstances and should be allowed.

#### 4.2 Professional Fees

4.2.1 The Applicant challenged the Respondent's Managing Agent fee rate for supervising suspected dry rot repairs. Having considered the scope of the works, and time expended on these works, the Tribunal came to the view that the fee rate of £60 plus VAT per hour, as apparent from invoice (bundle p. 21) was at the lower end of the professional fee scale, and therefore held it to be reasonable in the circumstances.

4.2.2 A further sum of approximately £120 in respect of professional fees was in the pipelines. However, Mr Heasman undertook that this further sum would not be claimed or charged by the Salter Rex.

4.2.3 With respect to the Section 20C matters in respect of these proceedings, Mr Heasman gave an assurance to the Tribunal that no costs incurred would be charged to the service charge account.

4.2.4 The Applicant indicated at the Pre-Trial Review that he wished the matter to come to a full hearing, notwithstanding that the Respondent's agent indicated at that time that he was prepared to negotiate towards a settlement. In these circumstances the Tribunal thought it would be inappropriate to order a refund of hearing fee that had been paid.

4.2.5 There was no evidence in the documentation before the Tribunal, and it became apparent at the Hearing, that the Respondent had not served a Section 20 Notice in respect of the works of repair to the rainwater pipe, and cleaning from the roof amounting in total to a sum in excess of £100.00.

Although Mr Scrutton, the surveyor, who had been dealing with this matter for the Respondent had, in letters dated 2 April 2004, 14 April 2004, kept the lessees informed that further works were necessary, no costs were

communicated. Moreover, these works were linked with snagging works on the original contract. The Tribunal saw that in the circumstances there could have been some confusion, since the requisite Section 20 procedure had not been followed.

**4.3 Summary of costs allowed by the Tribunal**

Salter Rex – professional fees (bundle p.21)		299.33
J P Taffe invoice (bundle p.22)		
Scaffold Alteration	141 + VAT	
Labour	175 + VAT	
Additional Labour	<u>175 + VAT</u>	
	491 + VAT	576.92
Materials		100.00
Entervision Intercom Ltd (bundle 25)		<u>76.38</u>
		1052.63

4.4 It would appear from the Applicant's lease [clause 2(3)(6)] that he is responsible for one fifth of the cost i.e. £210.57.

*Cerald Bowden*  
*20<sup>th</sup> May 2006*