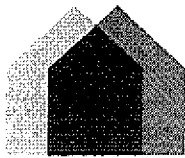


1992



**Residential
Property
TRIBUNAL SERVICE**

**LEASEHOLD VALUATION TRIBUNAL
LONDON RENT ASSESSMENT PANEL**

**LANDLORD AND TENANT ACT 1985 (the Act)
Section 20ZA**

Ref: LON/00BD/LDC/2006/0003

Property: Flats 1-36 Castelnau Gardnes, Barnes SW13
8DU

Applicant: Leathbond Limited

Represented by: Mr S Lines of Scotts (Managing Agents)

Respondents: Mr & Mrs Paul Routledge (Flat 23)

Represented by: Mr Paul Routledge

Date of Hearing: 9 February 2006

Date of Decision: 13 February 2006

Tribunal: Mr John Hewitt Chairman
Mr John Avery BSc FRICS

Decision of the Tribunal

Decision

1. The decision of the Tribunal is that all of the consultation requirements in respect of qualifying works proposed to be carried out as set out in the report of James Flynn dated 23 January 2006 shall be dispensed with.

Background

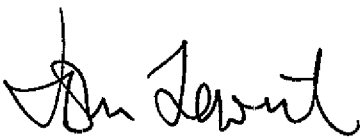
2. The Applicant is the landlord by assignment of a Victorian block of 36 flats which comprise 1-36 Castelnau Gardens SW13. The flats (or at least some of them) are let on long leases at a ground rent and with provision for the payment of a service charge.
3. The Respondents are the long lessees by assignment of flat 23. The lease is dated 8 May 1974 and granted a term of 98 years from 29 September 1971. The ground rent escalates but is relatively modest. Under the term of the lease the landlord is responsible for repairs to the main structure of the block, as set out in clause 5 (5). The costs of repairs and provision of services is recoverable by the landlord by way of a service charge, the structure of which is set out in The Fifth Schedule. The Respondents have to pay 2.77778% of the Total Expenditure as defined and calculated.
4. The Respondents acquired their interest in the lease of flat 23 during 2005 and decided to have an extensive internal refurbishment carried out before moving in. They had planned (and expected) to move in on 23 December 2005.
5. During the course of the refurbishment works it became apparent that works of repair within the landlord's responsibility were required to be carried out. It was considered that there is a need for urgency to carry out these works because until they are carried out one of the flats is incapable of occupation and during the time the statutory consultation process would take the building would deteriorate still further.
6. By an application dated 18 January 2006 the Applicant seeks a determination under s20ZA of the Act to dispense with the consultation requirements in respect of the proposed works. The present consultation requirements are set out in Part 2 of Schedule 4 to The Service Charges (Consultation Requirements) (England) Regulations 2003.
7. S20ZA provides that where an application is made to a leasehold valuation tribunal, the tribunal may dispense with all or any of the consultation requirements where it is satisfied that it is reasonable to do so.
8. The proposed works are set out in a report prepared by James Flynn, Chartered Surveyors dated 23 January 2006. Mr Routledge agreed with the scope of the proposed works save he said there is no reference to timber treatment works to the kitchen which Mr Routledge has been advised by Rentokil are required. Mr Lines has agreed to contact James Flynn to discuss with him whether the scope of the proposed works should be extended to include those timber treatment works.
9. Estimates for the cost of the proposed works have been provided by UDS Construction Limited and A Sullivan (Builders) Limited and copies have been provided to us. The UDS estimate was marginally greater than the Sullivan estimate, but we were informed by the parties that UDS had agreed to match the Sullivan estimate. Mr Lines said that he was minded to place the contract with UDS.
10. Two estimates have been obtained for the timber treatment works. Esher Property Preservation at £3,019.75 and Rentokil at £5,374,

both incl of VAT. Mr Lines said that he was minded to place the contract with Esher Property Preservation. Mr Routledge had no objection to that.

11. Mr Lines told us that he is keen to place the contracts promptly so that work can start shortly. He also told us that he would write to all lessees informing them of the proposed start of works and give them details of the estimates obtained.

Reasons for Decision

12. We were satisfied from a review of the file that lessees at Castelneau Gardens have been notified of these proceedings and were given an opportunity to participate in them. None have done so other than the Respondents.
13. We are satisfied that the proposed works are qualifying works for the purposes of the s20ZA of the Act.
14. We accept the information given to us by Mr Lines and Mr Routledge during the course of the hearing. Both seemed to us to be genuine and sensible.
15. We noted that Mr Lines and Mr Routledge were in agreement as to the scope of the proposed works (save as to timber treatment works in the kitchen which Mr Lines has agreed to review). We also noted and accept that competitive estimates for both building works and timber treatment works have been obtained, and heard that Mr Lines was minded to favour the lower estimates.
16. We find that there is a need for the works to be undertaken urgently. We are satisfied that care has been taken in the preparation of the scope of the proposed works and that competitive estimates have been obtained and we note that Mr Lines said he would circulate copies to all lessees shortly.
17. The grounds on which the Tribunal may "reasonably" dispense with the consultations requirements are very wide. There is no reason to believe that hardship to only one lessee is not a good reason (although personal circumstances are not generally relevant) but, in any event, in this case no other lessee has objected, the landlord and the affected lessee are agreed and specialist contractors have made it clear that the work is urgent.
18. Furthermore, the consultation process merely ensures that the landlord is not precluded from charging in the service charge a sum greater than £250 per flat; it does not supersede the lessees' rights to challenge the eventual service charge under section 27A.
19. On the basis of the above and for the reasons given, the Tribunal is satisfied that it is reasonable to dispense with all of the consultation requirements in respect of the proposed works set out in the James Flynn report plus any timber treatment works to the kitchen of flat 23 as recommended by Rentokil, should James Flynn advise the need for such works.



John Hewitt
Chairman
13 February 2006