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LONDON RENT ASSESSMENT PANEL

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN A
TRANSFER FROM THE COUNTY COURT AND IN CONNECTION WITH
SECTIONS 19 AND 27A LANDLORD & TENANT ACT 1985**

Case Reference: LON/00AP/LSC/2012/0472

Premises: 10 Moreton Road, London N15 6ES

Applicant: The Mayor and Burgesses of the London Borough of Haringey ("the Landlord").

Representative: N/A

**Appearances for
Applicant:**

- (1) Mr. Ranjit Bhose QC, counsel
- (2) Ms. Awoloto, senior Legal Assistant, London Borough of Haringey.
- (3) Mr. Michael Bester, Lead Officer London Borough of Haringey
- (4) Mr. Larry Ainsworth, Project Manager, London Borough of Haringey

Respondent: Mr. Judah Grunhut ("the Tenant")

Representative: N/A

**Appearances for
Respondent:**

- (1) Mr Judah Grunhut
- (2) Mr Abraham Glick

**Leasehold Valuation
Tribunal:**

- (1) Mr A Vance LLB (Hons) (Chair)
- (2) Mr M.C Taylor, FRICS MAPM
- (3) Ms L. Hart

Date of Hearing :

21st January 2013

Decision of the Tribunal

1. The sum of £13,725.39 demanded from the Respondent in respect of major works and associated repairs carried out in 2009/2010 is reasonable and payable by him.
2. No order is made in respect of reimbursement of the hearing fee paid by the Applicant.

Introduction

3. This matter comes before the Tribunal on transfer from Edmonton County Court following an order dated 10.07.12 in proceedings 1UC71569.
4. Within those proceedings the Applicant sought to recover sums alleged due from the Respondent in respect of service charge arrears in the sum of £13,725.39 together with interest and costs.
5. Numbers appearing in square brackets below refer to pages in the Applicant's hearing bundle unless otherwise stated. During the course of the hearing the Respondent produced his own bundle. Mr Bhose, on behalf of the Applicant, did not object to the Respondent being able to rely on that bundle despite its late submission.
6. The Respondent is the leasehold owner of 10 Moreton Road, London N15 6ES ("the Property"), a ground floor flat in a four-storey building built in the 1950's and located at 1-24 Moreton Road ("the Building"). The Building forms part an Estate that also includes blocks at 1-24 Osman Close, 1-12 & 13-24 Moreton Close and Tewkesbury Close, London N15 ("the Estate").
7. The Applicant is the Respondent's landlord and has the benefit of the freehold reversion of the Property.
8. The sum of £13,725.39 at issue in these proceedings concerns sums demanded from the Respondent in respect of major works and associated repairs carried out on the Building in 2009/2010. It comprises £12,857 in respect of works carried out under the Decent Homes scheme and £868.39 in respect of external decoration work.

9. The expenditure in respect of Decent Homes works included costs relating to a flat roof to pitched roof conversion as well as scaffolding costs and the costs of works to the external fabric of the Building. Window works to the individual flats were carried out but the costs of these works were not billed to the Respondent as he had previously replaced his windows himself and so his did not require replacement..
10. The expenditure in respect of external decoration works included the costs of decorating the communal areas and replacing communal windows as well as carrying out timber repairs to flat doors and frames.
11. A Notice of Intention under s.20 of the 1985 Act in respect of the Decent Homes works was sent to the Respondent dated 22.04.08 [45]. In that notice it was stated that the Applicant proposed to undertake works under its long term agreement with Apollo Property Services Group Ltd ("Apollo") both to the Building and also to neighbouring blocks on the Estate. Observations were invited.
12. The proposed works are described in the Notice as follows:

"Kitchen and bathroom renewal (tenants), window renewal, roof renewal, central heating installations (tenants), internal and external decorations. Please see attached breakdown."
13. Paragraph 4 states as follows:

"(4) Reason for carrying out the works
Generally the properties have been surveyed and tests have been carried out and works included as identified above including: - Flat to pitched roof conversion. A life cycle costing exercise was carried out over a 35 year period comparing renewal and maintenance of existing flat roof coverings against the provision of a new pitched roof and ongoing maintenance....."
14. We are informed that the Decent Homes works were completed on 06.03.09 with a defects liability period ending on 05.03.10 [155].

15. Following completion of these works, the Applicant sent the Respondent a second Notice of Intention dated 23.04.09 [51] this time concerning regarding external decorations, including works to door and door frames, window repairs and communal decorations,
16. The Respondent accepted that both of these consultation Notices were validly served and that he made no representations in response within the consultation period. He now contests that the costs incurred in respect of certain of those works were reasonably incurred on the basis that the work was not required.
17. The relevant statutory provisions are set out in the appendix to this decision.

The Lease

18. The relevant lease is dated 18.09.89 and was originally granted by the Applicant (1) to Rita Auriglietti and Aldo Auriglietti (2) for a term of 125 years from 18.09.89. Following an assignment of the lease in June 2006 the unexpired residue of the term granted by the Lease is now vested in the Respondent.
19. The relevant provisions of the lease can be summarised as follows:
 - (a) The Tenant covenants to pay (by way of service charge) a proportionate part of the reasonable expenses and outgoings incurred by the Landlord in the improvement, repair, maintenance, renewal and insurance of the Building and the Estate and for the provision of services therein as well as the other heads of expenditure set out in the Third Schedule to the Lease (*clause 4(2)*).
 - (b) The Landlord's expenses, outgoings and other heads of expenditure set out the Third Schedule include the Landlord's expenses of improving, maintaining, repairing, redecorating and renewing, repointing and painting the Building.
 - (c) The amount of the service charge is to be ascertained and certified annually by a certificate signed by the Landlord's Borough Treasurer ("the Certificate") as soon as may be practicable after the end of the each service charge year.

- (d) The service charge year is the period 1st April in each year to the 31st March in the following year.
- (e) The tenant's apportioned contribution towards Service Charge is calculated according to the rateable value of the Flat. The relevant calculation is contained at paragraph (e) of the Fourth Schedule.
- (f) The expenses and outgoings incurred by the Landlord include a reasonable sum towards anticipated expenditure as well as expenditure of a periodically reoccurring nature.
- (g) If demanded, the Tenant is to pay with every quarterly payment of rent such sum in an advance on account of service charge as the Landlord shall specify at its discretion to be a fair and reasonable interim payment.
- (h) As soon as practicable after signature of the Certificate the Landlord is to provide the Tenant with an account of the Service Charge payable for the year in question with credit being given for all interim payments and details provided of any balance due.

The Pre-Trial Review

- 20. A pre-trial review ("PTR") took place on 08.08.12 at which both parties attended. Directions were made the same day.

Inspection

- 21. Neither party requested that the Tribunal inspect the Property and we did not consider this to be necessary.

The Hearing, Decision and Reasons

- 22. At the start of the hearing the Respondent confirmed that he was not contending that the cost of any of the works carried out were unreasonable nor that the works were carried out to an unreasonable standard.
- 23. His challenges and queries can be summarised as follows;
 - (a) The Applicant had failed to serve a valid consultation notice under s20 Landlord & Tenant Act 1985 prior to carrying out the works to the flat roof; and

- (b) The work carried out to the flat roof was not necessary and therefore the costs involved were not reasonably incurred; and
- (c) Work relating to the replacement of communal windows was not required and therefore the costs involved were not reasonably incurred;
- (d) He queried whether or not door frames for *all* the properties in the Building were replaced as opposed to just those let to local authority tenants.

(A) The s.20 Notice Point

- 24. The Respondent's position was that the Notice of Intention dated 22.04.08 failed to comply with the statutory requirement to specify the landlord's reasons for considering it necessary to carry out the proposed works. The relevant obligation is set out in *Schedule 3 para 1(2)(b) The Service Charges (Consultation Requirements) (England) Regulations 2003* (the "2003 Regulations").
- 25. On behalf of the Respondent Mr Glick argued that the wording of paragraph 1(2)(b) to Schedule 3 of the 2003 Regulations was clear. It required specific information to be provided which in this case meant a clear explanation as to *why* the Applicant considered a pitched roof conversion was necessary. As this had not been provided the Notice was defective.
- 26. He also contended that as well as being a statutory requirement, the need to state why works were needed was also required by virtue of the Applicant's own information booklet on paying for major works.
- 27. Mr Bhose submitted as follows:-
 - (a) A landlord's obligation to provide reasons as to why it was considered necessary to carry out proposed works should be construed in the context of (and is governed by) the obligation in the

preceding sub-paragraph (2)(a) in the 2003 Regulations namely to *“describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected”*. As such, the obligation was general in nature and the wording specified in the Notice was sufficient to meet this obligation even if other or more extensive reasons could have been stated.

- (b) These were works carried out under a qualifying long-term agreement and there was no obligation to specify each and every element of the proposed works. It was sufficient to describe the works as a whole.
- (c) Service of such a Notice triggers a right to make representations. If a Notice was received but no representations made it cast doubt on whether or not the recipient was, in fact, misled by the wording used in the Notice.
- (d) The obligations imposed should be construed in a common-sense and practical way.
- (e) The reasons stated in the Notice were accurate and indicated that it was more cost-effective to replace the roof than to repair it. Whilst the Applicant could have gone further and stated that the roof was in a state of disrepair there was no obligation to do so. It was, in any event, implicit from the wording used that this was the case.
- (f) Given that this lease allows the Applicant to carry out works of improvement to the Building there was, in any event, a contractual entitlement to replace the flat roof with a pitched roof. The Applicant did not need to demonstrate that the roof was at the end of its serviceable life.

Decision and Reasons

28. In our view, when construing the validity of the Notice it is important to bear in mind that the purpose of the Notice is to inform a tenant of proposed works so that the tenant can, if he or she so wishes, participate

in the statutory consultation process. We also consider that the Notice should be construed as a whole and not in an overly-legalistic manner.

29. It is stated in the Notice that the Building had been surveyed, tests carried out and that these had identified the need for remedial works including a flat roof to pitched roof conversion. Reference is also made to the 35-year life cycle costing exercise that compared renewal and maintenance of the existing roof coverings with to the provision of a new pitched roof.
30. We consider that when the Notice is read as a whole it is clear that the *reason* why the roof works were being proposed was because: (a) surveys and tests carried out had indicated the need for remedial works; and (b) that the conclusion reached following the life-cycle costing analysis was that greater long-term efficiencies would result from conversion to a pitched roof as opposed to renewal of the existing flat roof.
31. Whilst the Applicant could have stated explicitly that the roof was in a such a poor condition that remedial works were required we are satisfied this is implicit in words used. As such, we determine that Notice meets the Applicant's obligations under s.20 of the 1985 Act.

(B) The Roof Works

32. In the Respondent's submission there was no need for the roof to be converted. In support of that contention he referred us to the computer printout he had obtained from the Applicant giving details of the repairs carried out to the roof between 24.09.99 and 03.06.08.
33. Eleven incidents are recorded and which refer to the need to remedy leaks and to carry out patch repairs to the flat roof. The total cost of these repairs amounted to £2,232.29. In the Respondent's submission the fact that such a low sum had been expended over a period of around eight years as well as the infrequent need for remedial works in recent years was not indicative of a roof that was failing and which needed replacement. Mr Glick, for the Respondent pointed out that given that the roof was around fifty years old he would have expected the need for repairs to have increased as the years went by. However, the computer printout does not show this to be the case.

34. In his view, the Applicant had not provided him with a proper explanation as to why these works were required. This was despite his written requests asking for such an explanation as well as copies of all relevant survey reports and invoices [60], [82], [83], [84]. Instead, the information supplied by the Applicant in response to his requests was inadequate and incomplete.
35. He argued that as the landlord had failed to establish that the roof required replacement or conversion it followed that the costs of doing so, as well as the scaffolding costs incurred during the major works programme were unreasonably incurred.
36. In evidence, Mr Ainsworth, project manager for these Major Works confirmed that the need for remedial works to the Building had been identified as a priority under the Decent Homes programme following a borough-wide stock condition survey in about 2003/4 carried out by Savills. This had led to a commissioning brief being prepared and completed by Potter Rapier Partnership ("PRP") an independent company contracted by the Applicant to meet its compliance obligations [p. 70 - Respondent's bundle] that, amongst other matters, identified the need for works to the flat roof.
37. Apollo then commissioned a report into the condition of the roof from Langley Waterproofing Systems Limited ("Langley") [96-114] who inspected the Building on 09.01.08. Their report indicates that they took core samples that revealed insulation to be saturated and that waterproofing was showing signs of advanced deterioration. They conclude that the roof areas had reached the end of their serviceable life apparently due to "the high levels of remedial repairs alreadycarried out and the presence of water within the system".
38. Langley suggested removing the current waterproofing and insulation and replacing it with their own proprietary waterproof membrane and insulation.
39. Mr Ainsworth informed us that following provision of the Langley report both he and a representative from PRP went on to the roof of the Building to inspect its condition. He agreed with Langley's conclusion that the roof

had reached the end of its serviceable life. He was also of the view that replacement with a pitched roof had the benefits of improved thermal efficiency and that it made it easier to identify and repair leaks. He agreed that in some cases replacement of a flat roof with a pitched roof was not financially viable because of the design of a building but this was not the case here.

40. The Respondent challenged the independence and evidential weight that should be attached to the Langley report on the basis that they would stand to benefit if the works recommended in their report were commissioned.
41. Mr Bhose's submission on that point was that any works recommended by Apollo had to be approved by PRP. Only if both PRP and the Applicant were satisfied that the works recommended by Langley were appropriate would such work have been authorised. In the event, of course, Langley's proposed solution was not adopted.
42. Instead, the Applicant decided to replace the existing roof with a pitched roof. Mr Ainsworth stated that this decision was taken following a 35-year life cycle costing analysis [149] carried out by Apollo and approved by PRP which compared the cost of conversion (£169,239.05) against the cost of renewal and on-going maintenance of the flat roof (£209,895.65).
43. Mr Ainsworth also explained that the life-cycle costing analysis did not consider a third option namely leaving the roof as it was and continuing to carry out patch repairs because there was already an identified need to replace or renew the roof.
44. Mr Bhose pointed out that although the initial costs of conversion in year one (£122,739.05) were about 19% higher than the initial costs of renewal (£103,209.01) the total costs of renewal factored in the need to renew the flat roof covering in year 21 at an anticipated cost of £86,926.46 hence to higher total figure for renewal over a 35 year period.
45. In Mr Bhose's submission converting the roof amounted to a *repair* and was clearly the more sensible of the two alternatives. Even if it amounted to an *improvement* the Applicant was entitled to do so under the terms of the Respondent's lease.

Decision and Reasons

46. Whether or not the costs in respect of the roof conversion works were reasonably incurred was a matter that caused us some concern. In particular, the repair history printout obtained by the Respondent did not demonstrate a major problem with water penetration. We also consider the evidential weight to be attached to Langley report needs to be viewed with caution given their potential financial interest if their recommendations were accepted.
47. Whilst the repair history printout, on the face of it, supports the Respondent's position we are satisfied, on the available evidence that the Applicant was entitled to conclude that remedial works to the roof were required. The contents and photographs annexed to the Langley report depict a roof in need of substantial remedial work and one where there had been a high level of earlier repairs.
48. Any concerns over the independence of Langley's report are, in our view, reduced by the fact that there was an established validation procedure in place with Apollo and PRP and overcome by virtue of Mr Ainsworth's evidence that he carried out a personal inspection of the roof a few days after receiving Langley's report. He concluded that the roof was in a poor condition and we see no reason to doubt his evidence on that point.
49. We also note that the repairs history printout only details repairs since 1999. This roof is aged around fifty years and we do not know the extent of the repairs carried out prior to 1999. These could have been substantial.
50. We are satisfied, therefore, that works were required to the roof. However, that leads us to the question as to whether or not it was reasonable for the Applicant to conclude that conversion to a pitched roof was appropriate as opposed to renewing the existing flat roof.
51. It is our view that in light of the life-cycle costing analysis that this was a conclusion that was within the range of reasonable options open to it. It was, in our view, quite proper for the Applicant to consider the costs of both choices over the long term. It was also reasonable for it to conclude that whilst the initial costs of conversion were higher than renewal this

was outweighed by the lower long term costs. In addition, we accept, as stated by Mr Ainsworth, that enhanced insulation benefits, easier location of leaks and lower maintenance costs would result from conversion.

52. We stress that our conclusions are based on the available evidence. This is not a situation where we have the benefit of expert evidence on behalf of the Respondent (contemporaneous to these works or otherwise) that we could consider alongside the Applicant's evidence.
53. We therefore determine that the works to the roof and the associated scaffolding costs were reasonably incurred.

(C) Communal Windows

54. The Respondent submitted that there was no evidence that the windows in the communal areas of the Building needed to be replaced. In his view any windows that required attention could have been repaired instead.
55. Mr Ainsworth was of the view that given that works were being carried out to replace the windows to the individual flats in the blocks on the Estate it made sense to replace the windows in the common parts as well, otherwise the Building would look visually unattractive. It was also appropriate to do such works given that scaffolding costs were being incurred, in any event, for the other works being carried out in the Building and which were not being challenged by the Respondent.

Decision and Reasons

56. In the relevant s.20 Notice it is stated that the Applicant's reason for carrying out repairs and maintenance to the windows prior to painting was that preventative repairs would increase the lifespan of the windows as the repairs would reduce exposure to diverse weather changes.
57. The client commissioning brief refers to the need to replace windows with uPVC windows and to carry out external decorations.
58. In his letter to the Respondent of 03.10.11 Mr Bester states that it was more cost effective to replace the windows with uPVC windows than to continue to repair the existing ones.

59. Although we did not have the benefit of seeing a condition report or specification that expressly set out the need to replace the communal windows we are satisfied from reading Mr Bester's letter and from hearing Mr Ainsworth's evidence that it was reasonable for the Applicant to decide to replace the communal windows at the same time as replacing the windows to the individual flats. Whilst these works may not have been urgent we accept that carrying them out whilst scaffolding was going to be required for the other works is sensible as part of a long-term on-going maintenance programme.

(D) Door and Door Frame Works

60. In his closing submissions, Mr Glick very briefly raised a point concerning whether or not the door frames for all the properties in the Building were replaced and not just those let to tenants of the Applicant authority. From his letters to the Applicant of 06.07.11 [83] and 16.09.11 [84] the suggestion appears to be that not all the flats had their frames replaced.
61. In response, Mr Bhowe referred him to specification at page [44] of the bundle that indicated that some of the flats had repairs done to both the door and frame whilst others had repairs carried out to the door frame alone.
62. In his letter to the Respondent dated 03.10.11 [87], Mr Bester, the Applicant's major works lead officer, states that some flats had timber repairs done to the door and frame whereas with some flats only works to the frame were required.

Decision and Reasons

63. The Respondent did not challenge the costs of these works. Nor does there appear to be any substantive challenge to the reasonableness of incurring the costs concerned or the quality of the work carried out. Rather, the Respondent seems to be suggesting that *additional* works should have been carried out.
64. We are satisfied, in the light of the contents of the letter from Mr Bester and the lack of evidence to the contrary from the Respondent that these costs were reasonably incurred .

Other Matters

65. In his Statement of Case the Respondent states that the figures in the documents provided “do not add up”. During the course of the hearing an explanation was provided as to how the sums stated in the letter from the Applicant to the Respondent dated 29.06.11 [61-65] had been calculated.
66. In summary, the Respondent's actual apportioned contribution towards the costs of the communal window works was £500.02 plus professional fees. However, due to a calculation error by the Applicant he had only been charged £299.38. This error is reflected in the figures stated the letter of 29.06.11 for works to the windows. However, on behalf of the Applicant, Mr Ainsworth confirmed that there was no intention to recover the difference from the Respondent.
67. The Respondent appeared to accept this explanation and did not, in any event, make any substantive submissions to us in respect of errors in the Applicant's calculations.

Reimbursement of Fees

68. The Applicant sought reimbursement of its hearing fee of £150.

Decision and Reasons

69. We make no order in respect of reimbursement of this fee. We acknowledge that the Applicant has successfully resisted the Respondent's challenges.
70. However, it is our view that the s.20 Notice in respect of the major works should have been clearer as to why it was considered necessary to convert the existing flat roof to a pitched roof.
71. In addition, the Respondent had, on several occasions asked the Applicant to provide copies of the underlying surveys that gave rise to this conclusion. Unfortunately, he was only provided with a copy of the Langley survey upon receipt of Mr Bester's witness statement dated 14.12.12. Prior to that an incorrect Langley report (relating to the block at Osman Close) had been exhibited to Mr Ainsworth's witness statement in

the County Court proceedings [8 – Respondent's bundle]. Furthermore, an incorrect commissioning brief had been sent to him [83]

72. We recognise that the Respondent has not made payments towards these outstanding service charges but in our view it is possible that the need for this hearing could have been avoided if the s.20 Notice in question had clearer wording and if the Applicant had made better efforts to ensure that the underlying survey and commissioning brief had been provided to the Respondent when he first raised these queries. On balance, we do not consider reimbursement of the fee to be appropriate.

Concluding Remarks

73. This matter will now be remitted back to the County Court. If restored for further hearing the Applicant should ensure that the Court is provided with updated figures of what sums (including interest) it considers remain outstanding from the Respondent bearing in mind this decision.

Chairman:

Amran Vance

Date: 22.02.13

Annex

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 18 - Meaning of "service charge" and "relevant costs"

- (1) In the following provisions of this Act "service charge" means an amount payable by a Tenant of a dwelling as part of or in addition to the rent –
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the Landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the Landlord, or a superior Landlord, in connection with the matters for which the service charge is payable
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19 – Limitation of service charges: reasonableness

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.

- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A – Liability to pay service charges: jurisdiction

- (1) An application may be made to a Leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to –
- (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to a Leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to –
- (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which –
- (a) has been agreed or admitted by the Tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the Tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

- (5) But the Tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Service Charges (Consultation Requirements) (England) Regulations 2003

SCHEDULE 3 Consultation Requirements for Qualifying Works Under Qualifying Long Term Agreements and Agreements to Which Regulation 7(3) Applies

Notice of intention

- (1) The landlord shall give notice in writing of his intention to carry out qualifying works—
- (a) to each tenant; and
 - (b) where a recognised tenants' association represents some or all of the tenants, to the association.
- (2) The notice shall—
- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;
 - (b) state the landlord's reasons for considering it necessary to carry out the proposed works;
 - (c) contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on and in connection with the proposed works;
 - (d) invite the making, in writing, of observations in relation to the proposed works or the landlord's estimated expenditure;
 - (e) specify—
 - (i) the address to which such observations may be sent;
 - (ii) that they must be delivered within the relevant period; and
 - (iii) the date on which the relevant period ends.