

LON/00BG/LDC/2006/0006
DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
ON AN APPLICATION UNDER SECTIONS 20ZA OF
THE LANDLORD AND TENANT ACT 1985, AS AMENDED.

Address Flats 1-50 Wellington Buildings, Bow, E3 4NA
Applicants: Southern Land Securities Ltd
Respondents The lessees of Wellington Buildings

Determination on Paper 13th April 2006

Tribunal Mr. S E Carrott LLB

2982

1. **Background**

This is an application under section 20ZA of the Landlord and Tenant Act 1985 for a dispensation of the consultation requirements under section 20 of that Act. The application has been dealt with on the basis of written representations by the parties.

2. The Applicant is Hamilton King Management Ltd who are the managing agents for the landlord Southern Land Securities Ltd. There are 50 named Respondents all of whom are lessees of the subject property Wellington Buildings, Wellington Way, Bow, London E3 4NA. The Tribunal has only received a response from Mr and Mrs Hannan who are the lessees of Flat 7.

3. The subject property consists of five purpose built blocks constructed in or about 1900 and comprising some 50 flats in all. In December 2005 the Applicant obtained tenders for roof works which fell below the cost ceiling for consultation. In January 2005 whilst decorators were on site it was discovered that the water was running down the walls of certain blocks additionally, according to the Applicant, some lessees had reported water penetration to their flats. The Applicant wrote to all lessees on the 13 January 2005 advising of the position and again on 9 February 2006 when it appeared (again according to the Applicant) that even more lessees were complaining of water penetration and advising that urgent additional works would now be required but that the total cost of those works would be above the

permitted cost ceiling set out in section 20 of the 1985 Act. The additional works and costs were set out in two estimates provided by M&D Services dated 6 and 7 February 2006 and amounted to £6,380.00. On 9 February 2006 the Applicant submitted an application to the Leasehold Valuation Tribunal for dispensation of the consultation requirements.

3. Mr and Mrs Hannan wrote to the Tribunal by way of a letter dated 2 March 2006. They stated that only one lessee (Flat 20) had complained of water ingress and therefore Mr and Mrs Hannan requested that the Tribunal carry out an inspection of the premises before making a determination as to dispensation. Mr and Mrs Hannan also pointed out that the roof was renewed in approximately 1993 and that the decline of the roof was due to the poor quality of workmanship of the previous contractors.

4. **Determination**

The issue before the Tribunal was whether or not it was reasonable to dispense with the requirement of consultation in the above circumstances. It was clear from the totality of the evidence before the Tribunal, including photographic evidence, that urgent repairs were required to remedy water penetration at the subject property. The dispute as to whether one as opposed to many flats were suffering from water ingress did not diminish that urgency. It was unnecessary for the Tribunal to inspect in those circumstances. Furthermore, the position of the lessees would be protected because the Tribunal at this stage was

not making any determination as to the reasonableness of the costs incurred or with regard to the liability of the lessees to make payment. Indeed the determination of the Tribunal would in any event be without prejudice to the rights of the lessees to challenge the reasonableness of or liability to pay for any service charge costs arising from the works in question. This was a case where it was clear that there would be damage to the fabric of the dwelling as well as the lessee(s) property should a dispensation not be granted. Accordingly it was reasonable to dispense with the consultation requirements.

5. **Decision**

- (1) It is reasonable to dispense with the consultation requirements under section 20ZA of the Landlord and Tenant Act 1985; and
- (2) Such dispensation is without prejudice to the rights of the lessees to challenge the reasonableness of and liability to make payment for any service charge costs arising from the above works.

Chairman SECamott

Date 13/4/06