

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL  
ON AN APPLICATION UNDER THE LANDLORD AND TENANT ACT 1985  
(as amended) SECTION 20ZA**

**PROPERTY:** 26 PELHAM ROAD LONDON SW19 1SX

**APPLICANTS:** HKM LTD  
**Landlord:** Southern Land Securities Ltd

**RESPONDENTS:** Mr & Mrs J CLARK (Flat 1) Mr N MARTIN (Flat 2) Mr  
LUCK & Ms FREELY (Flat 3) Mr R RAJAKARIAR (Flat  
4) Mr S WEEDON (Flat 5) and Ms S YOUSUF (Flat 6)

**TRIBUNAL**

Mrs T I Rabin                      Chairman  
Mr C Norman

Date of Tribunal's decision: 14<sup>th</sup> March 2007

## **26 PELHAM ROAD LONDON SW19 1SX**

### **INTRODUCTION**

1. The Tribunal was dealing with an application under Section 20ZA of the Landlord and Tenant Act 1985 as amended ("the Act") for a determination that the consultation requirements in relation to works to be undertaken by the Applicants may be dispensed with if the Tribunal was satisfied that it was reasonable to dispense with such requirements.
2. The Application was made by the Managing Agents, HKM Ltd ("the Applicants"), acting for the Landlord, Southern Land Securities Ltd, and was in relation to 26 Pelham Road London SW19 1SX (the Building") owned by the Landlord. The Respondents were the six long leaseholders who held flats in the Building.
3. The works ("the Works") for which the Applicants sought a dispensation of the consultation requirements were as follows:
  - (a) Remove and reinstate the lower courses of slates adjacent to the chimney stack and gutter
  - (b) Replace lead weathering to chimney stacks including flashings, soakers and back gutters
  - (c) Remove and replace slates to enable access to repair the roof joist as necessary
  - (d) Remove and replace as necessary the flashings to the existing roof light and check adjacent slates and replace as necessary
  - (e) Erecting scaffolding for the work to be facilitated.

The Respondents would be responsible for the proportion required under the terms of their leases.

### **EVIDENCE**

4. The Applicants stated that they wished the matter to be dealt with on the documents only and without a hearing. There was no representation from any of the Respondents and the Tribunal agreed that, since the application was a simple issue the most expeditious manner to deal with the application was without a hearing and determined the matter on 6<sup>th</sup> March 2007. No written representations were received from any of the Respondents.
5. The Applicants stated that the roof of Building was leaking and allowing water ingress to the top floor flat. Investigation showed that no felt had been installed under the roof tiles at the time the Building was converted into flats and that leaking water had weakened the roof joist which had broken. It subsequently came to the attention of the Applicants that there was another leak emanating from the skylight at the rear of the Building, requiring additional work to be undertaken to remedy the further leak. The Applicants stated that the work needed to be undertaken urgently.

6. The Applicants advised all the Respondents by letter dated 31<sup>st</sup> January 2007 that there had been a leak and that roof works were urgently required. The Respondents were also advised of the Applicant's intention to make an application to the Tribunal under Section 20ZA of the Act. The Applicants wrote a further letter to the Respondents on 13<sup>th</sup> February 2007, just as soon as the further water ingress was drawn to their attention and inviting them to let them have any formal response by 23<sup>rd</sup> February 2007. No copies of any responses were submitted to the Tribunal,
7. The Applicants obtained two estimates for the works to be undertaken and both estimates are in two parts, further quotes having been requested once the additional leak had been discovered. The quotes were a total of £4720 plus VAT from M & D Services Ltd and a total of £5380 plus VAT.

### **DECISION**

8. The Tribunal found that the Applicants had kept the Respondents informed of the problems with the roof and their proposals to deal with the repairs. The Tribunal determines that it would be reasonable in all the circumstances for the consultation requirements of Section 20 of the Act to be dispensed with in accordance with Section 20 ZA of the Act (as amended).
9. The parties should be aware that the Tribunal has not considered the reasonableness of or the liability of the Respondents to pay the cost of the roof repairs, but has limited its decision to whether it would be reasonable for the consultation provisions to be dispensed with and that the Tribunal's decision is limited to those matters.



**T I RABIN  
CHAIRMAN**

**DATE:** 14<sup>th</sup> March 2007