



DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

REF: LON/00AE/LSC/2007/0453

3 MOOT COURT, FRYENT WAY, LONDON NW9 9RY

KALF INVESTMENTS LIMITED

Applicant

L.B. BRENT

Respondent

Date of inspection: 7 March 2008

Date of decision: 14 March 2008

Tribunal: Mr M. Martynski - Solicitor
Mr D. Banfield FRICS

Summary of decision

1. The Tribunal finds that some parts of the windows installed at 3 Moot Court ("the premises") are of unacceptable quality. Accordingly the service charge in respect of these parts of the windows is not payable. In the first instance the parties are invited to either agree between themselves as to whether the glazing to the windows in question are to be replaced or to submit further evidence of the cost of replacement so that the amount of service charge not payable by the Respondent can be specified by the Tribunal.
2. Of the amount of £82.46 in respect of "Consultants and BHP Management Fee", only £40.00 is payable by the Applicant.

Background

3. Various works were carried out to the Premises and the block within which it is situated in 2003/4. That work included the replacement of the then existing windows with uPVC windows with sealed double glazed units.

4. The Applicant complained about various faults in the windows installed in his flat. Settlement was reached between the parties concerning many of the faults with an agreement being reached whereby the Respondent was to rectify those faults. However there remained complaints about the windows which could not be resolved and which led to the present application being made to this Tribunal.

5. The Applicant's application is dated 15 November 2007 and the complaint made was limited to the allegation that there were "scratches" and "blotches" to the windows and doors fitted by the Respondent and complaints regarding the consultant and management fee.

The inspection

6. The Tribunal inspected the Premises on 7 March 2008. The Tribunal found that there were marks on the glazed units of the windows that could be put into three different categories as follows:-

- a. Scuff marks which were observed as a dense patch of scratches or a significant scratch in the glass that were clearly noticeable [category 1]
- b. Blurred BSI stamp marks that were clearly noticeable [category 2]
- c. Single scratch marks that were hardly noticeable at all and which would not be noticeable on anything other than an extremely detailed inspection and also possibly only in certain lights [category 3]

7. The marks were distributed as follows:-

Kitchen front elevation:	Category 1 marks in each of the outer casements Category 3 marks in other parts
Kitchen side elevation:	Category 3 marks
Bathroom window:	Category 2 marks in fan light and casement below Category 3 marks in other places
Front bedroom window:	Category 1 marks in lower left hand casement Category 3 marks in other places
Front bedroom door:	Category 1 marks in lower left hand side Category 3 marks in other places
Rear bedroom window:	Category 3 marks in places
Living room window:	Category 1 marks on right hand lower side. of casement. Category 3 marks elsewhere
Living room door:	Category 3 marks

8. The Tribunal concluded that any glass that contained category 1 or 2 marks was clearly below an acceptable standard. As to category 3 marks, the Tribunal did not believe that these rendered the glass unacceptable and did not consider that such marks would spoil the occupier's enjoyment of the windows or have any effect on the re-sale value of the Premises.

The Tribunal's decision

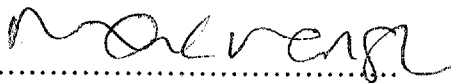
9. It follows from the above that where there are category 1 or category 2 marks, the work of replacing the windows was not carried out to a reasonable standard.

10. There are two ways in which this matter can now be resolved. First, the parties can agree to replace those sections of the windows that have category 1 or category 2 marks. Alternatively the parties can supply the Tribunal with evidence as to the cost of replacing those sections and the Tribunal will from that evidence decide the amount of the disputed service charge which is payable.

11. The Applicant has been charged within his service charge for the year in question an amount of £82.46 in respect of "Consultants and BHP Management Fee". Given that the Applicant's complaints have been upheld to some extent and given that it is the Tribunal's view that this matter should have been resolved without the Applicant having to make this application, the Tribunal concludes that not all the fees in question have not been reasonably incurred and that only £40.00 of those fees are payable.

Further steps

12. If the parties are not able to agree between themselves how to finally resolve the issue of the windows, the further evidence to the Tribunal of the cost of replacement of the parts of the windows in question should be submitted to the Tribunal with a request for a further determination of that part of the case by no later than **9 May 2008**.



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Mark Martynski - Chairman
14 March 2008