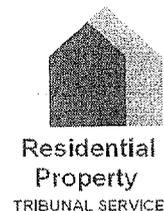


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LONDON RENT ASSESSMENT PANEL

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

**Case Reference:
LON/00AG/LDC/2012/0010**

**Premises:
83 ABBEY ROAD
LONDON NW8 0AG**

Applicant(s):	Freehold Investments Limited
Representative:	F W Gapp (Management Services) Limited
Respondent(s):	See attached schedule
Representative:	None
Leasehold Valuation Tribunal:	Mr S Shaw LLB MCI Arb Mr C Norman FRICS
Date of decision:	15 February 2012

DETERMINATION BY WRITTEN REPRESENTATIONS WITHOUT A HEARING

DECISION

Background

1. This matter concerns an application for dispensation of the service charge consultation requirements in respect of nine leasehold flats contained in a building which also includes a commercial unit.
2. An application for dispensation under section 20ZA of the Act was made to the Tribunal on 25 January 2012. The Applicant is the freeholder and is represented by F W Gapp (Management Services) Limited.
3. The application relates to the cost of emergency water pump replacement. Quotations have been obtained amounting to £6,610.50 plus VAT and £9,525 plus VAT.
4. Directions were given on 27 January 2012 by the Tribunal by which the application was allocated to the paper track.
5. The Tribunal did not consider that an inspection was necessary.

The Leases

6. A sample lease of flat no 10 was supplied to the Tribunal. The landlord's covenants are contained in the sixth schedule. By paragraph 2 of that schedule the landlord covenants to maintain common service conduits in under or over the building. By paragraph 3(a) the landlord covenants to keep in good condition inter alia the structural parts of the building and by paragraph 3 (c) the communal service media serving the building. By paragraph 3 (f) the landlord's repairing obligation extends to common parts and fixtures and fittings including inter alia water tanks and renewal and replacement of all worn or damaged parts.
7. By clause 3 the tenant covenants to observe the obligations in the fourth schedule of the lease. By Para 2 (b) of the fourth schedule the tenant covenants to pay a fair and reasonable proportion of outgoing expenses or assessments which may be attributable or imposed on the Apartment or other parts of the estate.

The Applicant's Case

8. By Paragraph 8 of the Directions, the Applicant's application form (together with quotations) was ordered to stand as the Applicant's Statement of Case. The Applicants were also directed to serve the Directions and quotations on the Respondents, and this has been complied with.
9. The Applicant in its application form stated that the water pump at the property was failing, and that this finding had been determined by two independent specialists. It was stated that the booster pump could break down at any time resulting in a total loss of water services to individual apartments. Two quotations

were provided to carry out the work. One was from Acorn for £6,610.50 plus VAT. The second was from KGN Pullinger for £9,525 plus VAT.

10. The Application form also made reference to a notice of intention circulated to all leaseholders dated 25 January 2012. This was appended. It also helpfully included colour photographs of the plant room which showed evidence of water leakage.

The Respondent's Case

11. Two responses were received from lessees, both of which supported the Applicants case for dispensation. No responses were received which opposed the application.

The Law

Section 20ZA(1) of the Act states

“Where an application is made to a leasehold valuation tribunal for a determination to dispense with ...the consultation requirements...the tribunal may make the determination if satisfied that is reasonable to dispense with the requirements”.

Findings

12. The Tribunal finds that it is reasonable to grant the dispensation sought in respect of the replacement of a water pump for the following reasons.
 - i. The Tribunal is satisfied that the works are urgently needed to maintain the security of a water supply;
 - ii. The Tribunal is satisfied that the landlord is obliged to undertake this work;
 - iii. The Applicant obtained competitive quotes;
 - iv. The Applicant served a notice of intended works on the lessees prior to making its application to the Tribunal;
 - v. Two lessees have actively supported the application and none have opposed it.

13. For the above reasons the Tribunal **GRANTS** the dispensation sought.
14. It should be noted that the grant of dispensation does not affect the right of a lessee to challenge the reasonableness or payability of the service charge arising under sections 19 and 27A of the Act.

A handwritten signature in black ink, appearing to read 'S. Shaw', with a horizontal line underneath the name.

S Shaw LL.B MCI Arb
Legal Chairman

15 February 2012