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**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/00CY/LDC/2013/0021**

Property : **Apartments 1-12 Manor Grange
Sowerby Croft Lane Halifax HX6
3RN**

Applicant : **Grange Manor Apartments Ltd,
Sowerby Croft Lane Norland
Halifax HX6 3RN**

Representative : **Dickinson Harrsion (RBM) Ltd,
Unit 5a Old Power Way Lowfields
Business Park, Elland Halifax
HX5 9DE**

Respondents : **Apartment1-Mr &Mrs Cooper
Apartment 2- Mr & Mrs
Cartwright
Apartment 3-Mr & Mrs Middleton
Apartment 4-Mr M Ellis
Apartment 5- Mr T Crawshaw
Apartment 6- Mrs A Lupton
Apartment 7-Mr S Edwards
Apartment 8- Mr L Dalby
Apartment 9- Mr & Mrs Lewis
Apartment 10- Mr J Liddle
Apartment 11- Mr & Mrs Armitage
Apartment 12-Mr & Mrs Pullan**

Type of Application : **Section 20ZA Landlord and
Tenant Act 1985 – Application for
the dispensation of all or any
consultation requirements**

Tribunal Members : **Mrs J. E. Oliver
Mrs J. Brown**

Date of Determination : **23rd September 2013**

Date of Reasons : **27th September 2013**

DECISION

Decision

1. The consultation requirements in relation to the qualifying works be dispensed with pursuant to section 20ZA of the Landlord & Tenant Act 1985.

Application

2. This is an application on behalf of Grange Manor Apartments Ltd (the Applicant) by Dickinson Harrison (RBM) Ltd for a determination under section 20ZA of the Landlord and Tenant Act 1985 (the Act) to dispense with the consultation requirements in relation to qualifying works at Apartments 1-12 Manor Grange (the Property). Dickinson Harrison are the managing agents for the Property.
3. The qualifying works are the replacement of 16 velux windows in Apartments 11 and 12 of the Property, the former having 6 windows and the latter 11.
4. Directions relating to the application were issued on 8th August 2013.
5. There was no inspection of the Property and neither party requested a hearing.

The Property

6. The Property is a former nursing home converted into 12 flats in approximately 2006.

Submissions

7. The Applicant has stated that remedial work is currently being undertaken at the Property in respect of the roof. It appears from the documentation there is a long-standing problem with its repair and that issue has now been resolved in that it is being replaced by Zurich

insurance under the NHBC guarantee. However, having erected scaffolding at the Property and having undertaken further inspections, all the velux windows in the roof are defective and require replacement. This work is not funded under the original guarantee and consequently there will be a charge for the repairs, estimated to be £1000 per Respondent.

8. The Applicant further states that having erected scaffolding to undertake the roof repairs it would be preferable to do the repairs to the velux windows at the same time.
9. There is evidence from the written submissions that the Applicant has been in correspondence with the Respondents regarding the issue and has provided two quotations for the work. The quote obtained from the company undertaking the remedial work for the roof is lower than the alternative quote by approximately £800.
10. The Tribunal received written representations from Mr & Mrs Cartwright, the leaseholders of Apartment 2, objecting to the responsibility for these costs, given that the defective windows are not within their property.

The Law

11. Section 20ZA of the Act provides as follows:

- (1) Where an application is made to a leasehold valuation tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement., the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

(2) In section 20 and this section-

“qualifying works” means works on a building or any other premises...

Decision

12. The Tribunal considered the concerns expressed by Mr & Mrs

Cartwright but determined that the responsibility for the cost of the remedial work was not a matter to be taken into account within the current application. The application is only to determine the disposal of the consultation required by section 20 of the Act. It does not concern the issue of whether any service charge resulting from the work is reasonable or payable and any of the Respondents can challenge the costs to be charged by the Applicant in a separate application

13. The Tribunal, in making its decision, took into account that the quotes provided for the remedial work assumed that the scaffolding required for the work was already in place. This cost was being borne by the insurance company in relation to the replacement of the roof. If this were not the case then the cost of the work would be significantly higher. In view of the fact the scaffolding has already been in place for some time there is a possibility that any further delay could result in it being removed and thus put the Respondents at the risk of further expense. It therefore appeared reasonable that the repairs to the velux windows were undertaken at the same time as the work to the roof.

14. The Tribunal, having considered the evidence, has reached the conclusion that it would be reasonable to dispense with the consultation requirements.