

9721



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

Case Reference : **CAM/OOME/LDC/2014/0007**

Property : **Flats 1 – 4 Limebrook Court, 56
Peascod Street, Windsor, Berks
SL4 1DE**

Applicant : **Limebrook Investment Co. Ltd**

Representative : **Ms A Louvros of James Andrew
Residential, (JAR) managing
agents for the Applicant**

Respondent : **Mrs E Clifton (flat 1)
Mr J Whyte (flat 2)
Ms E Salmon (flat 3)
Ms A Harper (flat 4)**

Representative : **None**

Type of Application : **Permission for dispensation from
the consultation requirements
under s20 of the Landlord and
Tenant Act 1985 (the Act) (S20ZA of
the Act)**

Tribunal Members : **Tribunal Judge Andrew Dutton
Mr Derek Barden MRICS**

**Date and venue of
Hearing** : **Mercure Hotel, High Street,
Windsor on 13th February 2014**

Date of Decision : **13th February 2014**

DECISION

DECISION

The Tribunal determines that dispensation should be granted as set out below pursuant to Section 20ZA of the Landlord and Tenant Act 1985 for the reasons set out below.

REASONS

1. An application was made by the Applicant on 30th January 2014 seeking dispensation from the consultation requirements contained in section 20 of the Act and the Service Charge (Consultation Requirements) (England) Regulations 2003. The application made pursuant to the provisions of s20ZA of the Act related to roofing works to the property at 56 Peascod Street, Windsor. The building comprised three commercial units at street level and four flats on two storeys above.
2. It appears that water has been penetrating, certainly flats 4 and 2, and there is a need for urgent action before there is further damage. Annexed to the application was an emailed quote from GQ and Sons roofing for £1870 exclusive of VAT.
3. It appears that three of the four leaseholders, Mrs Clifton, Mr Whyte and Ms Harper are in agreement that the consultation requirements should be dispensed. Ms Salmon has not responded to attempts to contact her.
4. Directions were issued on 6th February 2014 which provided for an inspection and a hearing on 13th February.

INSPECTION

5. On the morning of the 13th February 2014 we were able to inspect the interior of flat 4 in the company of Ms Harper and Ms Louvros from the managing agents JAR, who also attended the hearing. Ms Harper's flat is on the top floor of the building and is sited in what appears to be a timber clad, flat roofed, extension abutting the flank wall of the original building. We saw evidence of water ingress in the hallway to the flat, in particular in the ceiling and down part of the wall adjacent to the front door. In addition water ingress was apparent in the common parts, again adjacent to Ms Harper's front door.
6. We were able to gain access to a flat roof to the rear but this did not help us in determining where the water was gaining access.

HEARING

7. Ms Louvros attended the hearing, but no leaseholders were present. She told us that the commercial premises had a 50.65% responsibility to contribute towards the costs of the works. The total cost was £2,904 made up of the quoted costs of £1,870, plus VAT of £374, the supervision fees of JAR based on 12½% of the contract price, being £280.50 inclusive of VAT and the fees for the application and hearing before the Tribunal which were £380. She told us that the supervision fee of £280.50 included the costs of JAR in making the application and attending the hearing, although not actual travel costs.

8. We were also told that part of the quote included some works for the Party Shop (*remove plywood casing from rear of shop to expose rainwater pipe and carry out water test to check for leak*) and that she would ask the roofer to strip this cost out of the quote for the roofing works. She also intended to seek another quote from Jason Gregory a local roofing contractor but that he would only be used if his price was less than GQ and Sons.

FINDINGS

9. Having inspected Ms Harper's flat and seen the evidence of water ingress and bearing in mind that three of the four leaseholders have indicated a wish to proceed as quickly as possible and to avoid the consultation requirements, we agree that dispensation should be given under the provisions of s20ZA. The works are required and the quote obtained seemed reasonable given the extent of the works to be undertaken. No leaseholder raised any suggestion that granting dispensation would prejudice them, nor could we see that prejudice would arise as there was need for the works to be done as soon as possible given the current inclement weather. Although Ms Salmon had not reacted to attempts to contact her we were told that she was a responsible leaseholder who fulfilled her requirements and that it was possible she was away. Her flat was sublet.
10. Dispensation is granted in respect of the works set out in the emailed quote from GQ and Sons dated 20th January 2014, subject to the costs associated with the Party Shop being removed, and the supervision fee. It does not seem appropriate to grant any dispensation in respect of the application and hearing fees which can be reclaimed from the leaseholders under the provisions of rule 13(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013. This was not referred to in the application and the leaseholders have right to comment, the more so as no written request was made as provided for at direction (9).
11. For the avoidance of doubt the granting of dispensation does not remove the leaseholders' rights to challenge the costs and/or the standard of works under the provisions of s27A of the Act.

Tribunal Judge Andrew Dutton

13th February 2014