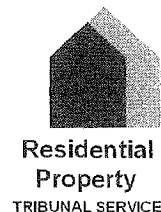


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**LONDON RENT ASSESSMENT PANEL**

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

**Case Reference:**  
**LON/00AY/LDC/2011/0131**

**Premises:**  
**218 Gipsy Road, London**  
**SE27 9RB**

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**Applicant:** Mr German Cornet

**Represented by:** Mr G Cornet In Person

**Respondent:** Mr Stephen Ijewere

**Represented by:** Mr S Ijewere In Person

**Premises:** FFF 218 Gipsy Road, London SE27 9RB

**Date of Application:** 13 December 2011

**Date of Decision:** 28 February 2012

**The Tribunal:** Mr John Hewitt Chairman

**Decision of the Tribunal**

1. The decision of the Tribunal is that it grants retrospective dispensation with the need for the Applicant to comply with the consultation provisions of section 20 of the Act in relation to works of repair to the building referred to in the invoice of P J S Design and Build dated 1 December 2011 ('the subject qualifying works').

**Background**

2. 218 Gipsy Road appears to be a substantial building originally constructed as a house but subsequently converted into two self-contained flats. The upper floor flat was demised by 25 February 1983 for a term of 99 years. That lease was surrendered and a new lease was granted on 27 September 2005 for a term of 125 years from 25 March 2004. The lease imposes obligations on the landlord to insure the property and to provide services and carry out repairs and obliges the tenant to contribute 66% of the costs incurred. The lease was granted to Bertha Iwegbu and was subsequently assigned to the Respondent.
3. It is not clear when but it appears the Applicant acquired the freehold reversion during the summer of 2011.
4. The Respondent does not reside in the Premises. Communication between the parties may have been an issue at one time but it appears that now most communication is by email. Evidently the Respondent is an IT contractor and often works abroad.
5. In 2011 the Applicant identified the need for external works of repair to be carried out to the front and rear gutters and to the rear parapet wall.
6. In August 2011 the general need for works was notified to the Respondent and he was told that quotes would be obtained. He was invited to nominate a contractor.
7. During October 2011 the parties exchanged email about the proposed works. Under cover of a letter dated 14 November 2011 four estimates were submitted to the Respondent along with an explanation as to why one of them was preferred by the Applicant. Two of the estimates had been obtained at the request of the Respondent. The Respondent asked if the works could be deferred until January 2012. Evidently this request was connected with cash flow issues. On 28 November 2011 the Respondent asked if a builder friend could have the opportunity to quote for the work. The Applicant said he was content for the builder to inspect the building but it was too late for him to quote for the work because the preferred contractor had been awarded the contract and he was due to start work the following Wednesday, 30 November 2011.
8. The works were carried out on or about 30 November and 1 December 2011 at a cost of £970.00.

#### **The application**

9. The application was received by the Tribunal on 13 December 2011. Directions were given on 22 December 2011.

10. The directions gave the Respondent the opportunity to oppose the application and also notified the Respondent of the Tribunal's intention to determine the application on the basis of written representations during week commencing 17 February 2012 if no party requested a hearing. The Respondent has served a statement of case which is dated 26 January 2011. The Respondent did not make a request for a hearing
11. The gist of the Respondent's statement of case relates to complaint about late notification of the transfer of the freehold interest to the Applicant and the amount demanded by way of contribution to the cost of insurance and related matters. He also submits that he was not given the opportunity to give a proper quote for the work and he says he was thereby prejudiced.

#### **The law**

12. Section 20ZA of the Act provides the Tribunal with a discretion to dispense with all or some of the statutory consultation requirements imposed by section 20 of the Act and Regulations made thereunder where it is reasonable to do so having regard to all the circumstances.
13. Case law has also given helpful guidance as to the approach to be taken by Tribunals on applications such as these and this has been taken into account.

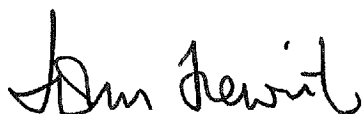
#### **Reasons**

9. It is not in dispute that the Applicant failed to comply with the letter of the law in relation to the consultation process.
10. I find that the Applicant did make efforts to inform the Respondent of the proposed works and the need for some urgency and he engaged with the Respondent in the process, including getting two additional quotes as requested by the Respondent. Given the process I also find that the Respondent left it too late to ask his builder friend to attend the building and to give a third or further quote.
11. Taking a broad view of the materials before me I am satisfied that it reasonable to grant the application. The Respondent was engaged in the process and he could have taken greater involvement had he so wished.
12. I am satisfied that the Applicant has taken a reasonable, practical and pragmatic approach to the proposed works. The Applicant sought to comply with most of the consultation requirements and broadly he has complied with the spirit of the law if not the letter of the law.

13. I reject the Respondent's submission that he has suffered prejudice. He was given the opportunity to make observations on the proposed works and he did so. Additional estimates were obtained at his request.
14. I am simply determining that there should be dispensation with the formal consultation requirements; I am not making any findings as to whether the works fall within the obligations of the Applicant or that the scope of the works is reasonable or whether the cost of the works is reasonable. Those matters remain open and may be subject to challenge in due course at the appropriate time.

### **Fees**

15. Papers accompanying the trial bundle appear to suggest that the Applicant wishes to make an application that the Respondent reimburse him the fees paid by him to the Tribunal in connection with this application.
16. I am not aware of any prior notice of such an application having been given by the Applicant to the Respondent.
17. I am not minded to make a requirement as to reimbursement of fees. The need for the application stems from the Applicant's failure to comply with clear statutory requirements and it seems to me only fair and just that he should bear the cost of doing so.



John Hewitt  
Chairman  
28 February 2012