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**HM Courts
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LEASEHOLD VALUATION TRIBUNAL

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

Applicant: Urban Splash Work Limited

Respondent: Various leaseholders at Concert Square Apartments
(see appendix)

Property: Concert Square Apartments, 34 Wood Street and 29
Fleet Street, Liverpool L1 4AR

Case Number: MAN/00BY/LDC/2012/0005

Date of Application: 19th March 2012

Date of Consideration: 18th May 2012

Members of the Leasehold Valuation Tribunal:

Mr G. C. Freeman (Chairman)
Mr I. James MRICS
Mrs N. Ali

Date of Tribunal's Decision: 18th May 2012

The application and inspection

1. The landlord of the subject property applied to the Leasehold Valuation Tribunal under section 20ZA of the Landlord and Tenant Act 1985 for dispensation from compliance with the consultation requirements contained in section 20 of that Act and in Part 2 of Schedule 4 of the Service Charges (Consultation Requirements)(England) Regulations 2003 (SI 2003/1987). The completed application form asked for the application to be dealt with on the fast track and as a matter of urgency.
2. The respondents to the application are the respective tenants at the above Property. The Tribunal was supplied with a copy of a specimen lease of a flat by way of example of the leases on which the flats are held. The leases are stated to be in common form.
3. The Tribunal inspected the common parts of the Property on the morning of 18th May. It comprises a former warehouse which has been converted into self contained flats in the entertainment centre of Liverpool. Access to the roof is gained from a wooden staircase leading from the upper floor. This is protected from the weather by a timber construction with Upvc cladding. The roof itself is flat and covered by mineralized felt.

The leases

4. Clause 5(2) of the lease contains a covenant by the Landlord to provide the Services (as defined). Clause 1 of the Third Schedule provides for the Landlord to maintain repair rebuild renew decorate and renew the Retained Parts (where the same is not the liability of the Tenant). The roof external main walls chimney stacks gutters and rainwater pipes of the Property form part of the Retained Parts.
5. Clause 3 of the lease contains a covenant by the Lessee to pay a service charge to pay for the Services.

The ground for the application

6. In the landlord's application, and in a covering letter dated 23rd April 2012, it is stated that, the timber structure enclosing the communal staircase together with the surrounding upstand detailing with adjacent flat roof areas, is in a dilapidated condition and is causing significant water ingress to the top floor flats and communal staircase during rainfall. Urgent works were required to demolish and rebuild the structure to remedy the position and prevent access to the roof by unauthorized persons.
7. Quotations were subsequently obtained on behalf of the landlord from two contractors and these sent to all flat owners by letter dated 23rd April 2012.

8. The landlord sought dispensation from compliance with section 20 because it wanted to complete the works before further damage was caused to the flats and communal areas.

Directions

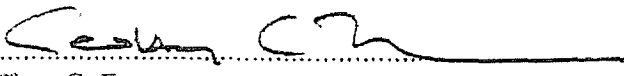
9. On 12 April 2012 a Tribunal chair issued directions requesting that the landlord provide full details of the estimates obtained and any reports. The Tribunal chair also declared that the matter should be dealt with on written submissions alone without an oral hearing unless within 7 days of the Directions any party requested a hearing. No such request was received.

The submissions

10. In response the landlord relied on the letter to all Flat owners dated 23rd April and the two quotations received from Beara Properties and groundlevel limited. The quotations were for £5795 plus VAT and £16270 plus VAT respectively. No representations were received from any flat owners.

The decision

11. Having read all the documentation supplied on behalf of the Landlord the Tribunal is satisfied, in accordance with section 20ZA(1) of the Landlord and Tenant Act 1985 that it is reasonable to dispense with the consultation requirements, specified by section 20 of that Act and by Part 2 of Schedule 4 of the Service Charges (Consultation Requirements)(England) Regulations 2003 (SI 2003/1987), in respect of the proposed roof replacement to the Premises. **The Tribunal accordingly determines that compliance with the consultation requirements is dispensed with.**
12. The Tribunal considered that in carrying out the repairs, there was no requirement to provide a like for like reinstatement of the property. A more cost effective solution may be available following the demolition of the defective timber structure which would provide adequate protection from the weather.
13. This decision is limited to the dispensation of the consultation requirements and does not necessarily imply that the Tribunal accepts the quoted figures as being reasonable. If works proceed, parties will be able to make an application to the Tribunal under Section 27A of the Landlord & Tenant Act 1985 as to the payability of such charges


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Geoffrey C. Freeman
Chairman

18 May 2012

Appendix

Name	Apartment Number
Mr M K Cave	1 and 3 Concert Square Apartments
Mr N Daly	2 Concert Square Apartments
Mr H Marangos	4 Concert Square Apartments
Mr K Tran	5 Concert Square Apartments
Mr C M Horwood	6 Concert Square Apartments
Miss S Strachan	7 Concert Square Apartments
Ms E A Burney	8 Concert Square Apartments
Mr D Ridgeway & Ms M Cunningham	9 Concert Square Apartments
Mr J Scott	10 Concert Square Apartments
Mr M P Kelly	11 Concert Square Apartments
Mr N Phillips	12 Concert Square Apartments
Mr C Edmans	13 Concert Square Apartments
Ms F Ward	14 Concert Square Apartments
Mr E Wallace	15 Concert Square Apartments
Ms S G Hall	16 Concert Square Apartments
Mr P Broadbent	17 Concert Square Apartments
Mr F Connelly	18 Concert Square Apartments