



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

Case Reference : **LON/OOAP/LSC/2015/0206**

Property : **Flats 1-40 St Ivian Court, Colney
Hatch Lane, London N10 1EL**

Applicant : **Mountcroft Limited**

Representative : **JS Estates**

Respondent : **Various (20 in total)**

Representative : **N/A**

Type of Application : **Payability of service charges**

Tribunal Members : **Judge Tagliavini
Miss M Krisko FRICS**

Date and venue of PTR : **10 Alfred Place, London WC1E 7LR**

Date of Decision : **22 July 2015**

DECISION

- A. The tribunal determines that the landlord is obliged to carry out repairs, maintenance and redecoration of the external window sills and frames pursuant to clauses 5(2)(3)(4) and 5(15) of the lease.
- B. The costs of the proposed major works to the exterior of the windows, frames and sills are recoverable as service charges in accordance with the provisions of the lease and are subject to the statutory requirements imposed by The Landlord and Tenant Act 1985.

The application

- 1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to:
 - (i) the landlord's obligation to repair and maintain and the (exterior) of the windows in these three blocks of purpose built flats under the terms of the lease; and if so
 - (ii) are the costs of these works recoverable through the service charge account?

The hearing

- 2. Neither party requested an oral hearing and therefore the tribunal determined the application on the documents provided. The applicant landlord provided a statement of case in accordance with the tribunal's directions. None of the respondent tenants provided a written response in opposition to the application. Further the tribunal was provided with copies of letters from a number of the tenants indicating their consent to the proposed works to the windows being carried out by the landlord, and their agreement to these costs being added to the service charge.

The tribunal's determination and reasons

- 3. In reaching its decision the tribunal had particular regard to the terms of the sample lease said by the landlord, to be identical in respect of each of the other subject flats. The tribunal finds that pursuant to clauses 5(2)(3) and (4) the landlord is obliged to repair and maintain the structure and exterior of the property. The tribunal also finds that this includes the exterior of the windows frames and sills. In contrast the tribunal finds that the interior surfaces of the windows, frames and sills form part of the demised premises in accordance with clause 3(3) and includes the interior surfaces of the walls, floor and ceiling, all of which are the responsibility of the tenant to repair, redecorate and maintain.

4. The tribunal is of the opinion that not only is the landlord obliged to redecorate the exterior of the property including the windows, frames and sills but finds that this includes any necessary repairs as it would not be reasonable or practicable to carry out necessary redecoration without repairs. Further, the tribunal finds that clause 5(15) of the lease is sufficiently wide to permit the landlord to carry out any works that are necessary and advisable for the proper maintenance safety and administration of the Building.
5. In reaching these determinations the tribunal has not been requested to consider and decide the reasonable or the costs of the proposed works and therefore any challenge to these, may form the subject of a further application, whether by the landlord or tenants.

Signed: Judge Tagliavini

Dated: 22 July 2015