

10207



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

Case Reference : **CHI/43UB/LDC/2014/0006**

Property : **Beechcroft Manor, Otlands Drive,
Weybridge, Surrey KT13 9NY**

**Applicant
Limited
Representative** : **D Croker Developments
Castle Wildish (managing agent)**

Respondent : **Leaseholders of 9 flats**

**Type of Application
consult** : **To dispense with the requirements to
lessees about major works.**

Tribunal Members : **Judge D. R. Whitney**

**Date and venue of
Hearing** : **2nd May 2014
Reigate County Court**

Date of Decision : **2nd May 2014**

DECISION

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INTRODUCTION

1. This is an application by the managing agent of Beechcroft Manor, Oatlands Drive, Weybridge, Surrey KT13 9NY ("the Property") to dispense with the requirements to consult lessees in connection with certain roof works.
2. The works for which dispensation is sought relate to works to the roof over Flat 7 at the Property which has suffered from water ingress. The application was made on 28th November 2013 with directions being given on 11th February 2014. No objections were received by the Tribunal from any party to the application.

THE LAW

3. The relevant law can be found in section 20ZA of the Landlord and Tenant Act 1985:

20ZA Consultation requirements: supplementary

(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, and

"qualifying long term agreement" means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—

(a) if it is an agreement of a description prescribed by the regulations, or

(b) in any circumstances so prescribed.

(4) In section 20 and this section "the consultation requirements" means requirements prescribed by regulations made by the Secretary of State.

(5) Regulations under subsection (4) may in particular include provision requiring the landlord—

(a) to provide details of proposed works or agreements to tenants or the recognised tenants' association representing them,

(b) to obtain estimates for proposed works or agreements,

(c) to invite tenants or the recognised tenants' association to propose the names of persons from whom the landlord should try to obtain other estimates,

(d) to have regard to observations made by tenants or the recognised tenants' association in relation to proposed works or agreements and estimates, and

(e) to give reasons in prescribed circumstances for carrying out works or entering into agreements. .

- (6) Regulations under section 20 or this section—
(a) may make provision generally or only in relation to specific cases, and
(b) may make different provision for different purposes.
(7) Regulations under section 20 or this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

DISCUSSION

4. The Applicants application stood as their statement of case. It was explained that certain works were being undertaken and during the course of these it became apparent that further leaks were present in the roof to the Property which required repair after the managing agent was alerted by the Leaseholders representative Parkgate Aspen.
5. A quote was obtained from C. J. Draper to undertake certain works in the sum of £5850 dated 14th December 2013 (copy included with the Application). The managing agents consulted with Beechcroft Manor Management Limited (“the Management Company”) who are a party to the various leases. The Management Company appears to be a company owned by the Residents of the various blocks of which make up the estate including the subject block which consists of Flats 1-9 inclusive.
6. The Tribunal was provided with a copy of the lease for Flat 3 Block 1 at the Property. This provides that each Leaseholder is responsible for paying 11.11% of the costs of works to the Block as set out in the Fourth Schedule to that lease.
7. The Applicant states that the works were completed in mid January 2014 in accordance with the quote from C. J. Draper. The managing agent then wrote to all Leaseholders on 24th January 2014 confirming that works had been undertaken, the total cost and how this would be divided between the relevant Leaseholders. This letter confirmed that an application was being made to the Tribunal.
8. This letter confirmed that the costs associated with these emergency works would be recoverable from the Leaseholders of the 9 flats in block 1 at the Property in accordance with their individual leases.
9. Forms were sent to the nine Leaseholders after the letter referred to in paragraph 7 above seeking their views upon the application. The forms were in a standard form adopted by the Tribunal for this purpose. Six responses were received by the Tribunal from the Leaseholders of Flats 1,3,4,5,6 & 7. No responses were received from the Leaseholders of Flats 2,8 & 9. Flats 2 and 9 both belong to a Mr. S. Purvis. All responses received confirmed that they

supported the application in respect of C.J. Drapers quotation in the sum of £5850.

DETERMINATION

10. The Tribunal determines as follows:

- The Tribunal dispenses with the requirement to consult with the leaseholders of Flats 1 to 9 at the Property over works being undertaken in accordance with C. J. Draper's quotation dated 14th December 2013.

11. The Tribunal was satisfied having read the application and responses from the Leaseholders that it was reasonable to dispense with the strict consultation requirements.

12. The Tribunal noted that no objections had been received from any party to the application. The majority of the Leaseholders had positively supported the Application and had received clear information from the managing agent as to the costs and extent of the works. This information had been given prior to the Leaseholders being asked to express their views to the Tribunal and the Tribunal accepted that those who had replied were therefore aware of what was being proposed. The Tribunal took all of these matters into consideration in reaching its determination.

Judge D. R. Whitney

Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.