

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

Reference: LVT/0019/05/13/Ashton

In the Matter of 4 Ashton House St. Dials Cwmbran NP44 4PF

In the matter of an Application under Sections 27A Landlord and Tenant Act 1985

TRIBUNAL AVS Lobley Chair
R W Baynham FRICS

APPLICANT Bron Afon Community Housing Limited

RESPONDENTS Mr. Christopher Watkins

ORDER

1. Mr. Watkins entered into a lease for 125 years of Flat 4, Ashton House, St. Dials, Cwmbran in March 1990. The freeholder was Torfaen Borough Council (the Council). In 2008, the Council transferred its housing stock to Bron Afon Community Housing Limited (Bron Afon). The lease provides that Mr. Watkins is to contribute a fair and reasonable proportion of the cost of keeping the common stairs and passageways and entrance halls clean (Clause 6 (i) B) and to contribute and pay 1/6th of the costs expenses and outgoings incurred by the Council in respect of the matters set out in Clause 7 (E) (F) and (G). Clause 7(E) provides that the Council will maintain decorate and renew (a) the main structure and in particular the roof chimney stacks gutters and rainwater pipes of the property, (b) the gas and water pipes drains and electric cables and wires in and under the property, (c) the main entrance passages landings and staircases of the property. Clause 7(F) provides that the Council will so far as is practicable keep reasonably lighted the passages landings staircases and other parts of the property.
2. In February 2013, Bron Afon commenced proceedings in the Northampton County Court against Mr. Watkins seeking arrears of service charges, described as including safety checks and maintenance, block cleaning and responsive repairs as follows:

Safety checks and maintenance	£50.04
Block cleaning	£43.31
Responsive repairs	£121.46
Total	£214.81

3. In his defence, Mr. Watkins disputed the whole of this amount as, he said, most of the charges are wrong and most of the work has not been necessary.
4. On 24th April 2013, the District Judge transferred the issue to the Tribunal. The Clerk asked for details of the service charges and asked Mr. Watkins for his reasons for disputing the Service charge. Bron Afon responded as follows:

SAFETY CHECKS AND MAINTENANCE

5. This was for fire risk assessments and asbestos check certificates. These were carried out in May and July 2011.

RESPONSIVE REPAIRS

6. This was for 3 items, a temporary health and safety repair to the stair treads done at the request of the Council, renewal of two dangerous manhole covers and the replacement of 4 defective lamps on the communal stairs. The total and Mr. Watkins' share of each item are as follows:

	Total cost	Mr. Watkins
Repairs to stair treads	£547.01	£91.17
Repairs to manhole covers	£156.41	£26.07
Replacement of lamps	£25.33	£4.22

7. Mr. Watkins, in a letter dated 24th June 2013, said the repair to the stair treads was not a repair and there was nothing in his lease about health and safety. He also pointed out there was a discrepancy between the amount claimed by Bron Afon and the contractor's invoice (this was produced at the hearing, the charge by Ron Couch Building Contractors Limited was £444). He did not consider £547.01 reasonable for 24 pieces of wood and an hour's work by two men. In respect of the manhole covers, there had been no tops for many years and he had been told anything outside the stairwell was nothing to do with him. He should have been charged at the time for the one broken lamp fitting and the others were functioning properly. There had been no safety checks to the block or any maintenance. In respect of block cleaning, he and another tenant had to clean up after the Bron Afon cleaners.
8. Bron Afon responded to Mr. Watkins points in a letter dated 12th July 2013. They referred to the terms of the lease. The Council had advised the gaps between the staircase were too large and were a safety hazard. Mr. Watkins was liable to contribute to costs in respect of adjacent areas. Certificates for the safety checks had been provided. Mr. Watkins was also liable for the cost of block cleaning. The Council did not carry out cleaning but Bron Afon had advised the leaseholders that they would be carrying out cleaning. Cards were left at properties so that leaseholders could contact Bron Afon if they were not happy with the standard.

THE INSPECTION

9. The Tribunal inspected the Property on 17th September at 9:15. Mr. Watkins was not at home (though he had been notified of the inspection) but Mr. Richards and Ms Grenfell attended on behalf of Bron Afon. The door to the block was not locked so the Tribunal was able to inspect the common parts (the entrance hall and staircase) and the exterior. There was a manhole cover near the front door which appeared to have had some concrete work done but two other manholes found by the Tribunal near the property had not. It was apparent that the temporary repair to the stair treads had been replaced with ironwork. The common parts appeared to the Tribunal to be clean.

THE HEARING

10. Mr. Richards and Ms Grenfell attended the hearing on behalf of Bron Afon and Mr. Watkins attended with his brother. He had not appreciated the Tribunal was inspecting the property and he had left early in order to catch the bus to Cardiff for the hearing. Mr. Watkins repeated that he considered the charges for the wood for the stair treads to be too high. He calculated 24 pieces of wood should cost about £2.15 each (he had priced these) and with the contractor's cost of £20 (£10 each per hour) the cost should not be more than £70 and he could not understand where they got the figure of £547.01. In addition he had asked for the invoice and the bill was £444, a discrepancy of £103.
11. Mr Richards said in response that it had been felt the price quoted was reasonable and whilst he did not know how long had been spent on the work, it had been checked afterwards. The additional £103 was in respect of Bron Afon's administration costs and he produced a schedule showing how the administration charges had been calculated for the three items of responsive repairs. The other two jobs in dispute had been done in house. His submission was that Bron Afon was entitled to charge administration costs under the terms of the lease. He submitted it appeared to be accepted administration costs of between 15-25% were standard and he calculated the charges for these three items were about 23%. He referred to a decision of the Northern Rent Assessment panel as authority for this and Ms. Grenfell said she had checked with other housing associations in Wales and they were comparable. Mr. Watkins asserted the works in respect of the stair treads were an improvement. Mr. Richards responded they were a repair, done at the insistence of the Council and Bron Afon had a statutory duty to comply with the law.
12. In respect of the manhole covers, Mr. Watkins accepted one had been replaced and the other repaired. All the years he had been living there, the Council had not bothered with them and it was health and safety again, an improvement. They were not cemented properly and the children on the estate were using them to slide on the grass.
13. In respect of the lamps, Mr. Watkins asserted only one was broken and the others did not need replacing. Mr. Richards responded that they must have needed to be repaired or Bron Afon would not have carried out the work.
14. In respect of cleaning, Mr. Watkins' evidence was that he spent a great deal of time and money on the block. He did not mind paying for proper cleaning contractors but did not consider the cleaners were cleaning to a satisfactory standard or at all. Sometimes they inspected rather than cleaned. Mr. Richards had no evidence of any specific complaint about the cleaning. The cleaners came twice a month for 15-30 minutes. If more cleaning was to be carried out there would be a higher cost.
15. In respect of the fire and asbestos certificates, Mr. Richards had not been able to obtain the invoices for these. Mr. Watkins did not consider he should have to pay for them.

THE TRIBUNAL'S FINDINGS

16. Pursuant to Section 19 of the Landlord and Tenant Act 1985, relevant costs shall be taken in to account in determining the amount of a service charge payable for a period (a) only to the extent they are reasonably incurred, and (b) where they are incurred for the provision of services or the carrying out of works, only if the services or works are of a reasonable standard.

17. In respect of the temporary repairs to the stair treads, the Tribunal accepted that this was a repair and not an improvement. Bron Afon was obliged to comply with health and safety legislation. However, the Tribunal did not accept that the cost of the work was reasonable, though it did consider that the work would have taken longer than an hour. The Tribunal considered £200 to be a reasonable figure. This was subject to VAT. As regards the administration costs, Bron Afon were not charging any management fee and the Tribunal accepted Bron Afon had incurred and was entitled to charge an administration fee. Although 23% might appear to be a large percentage, a lower percentage would be uneconomic as there were only 6 flats in the block. The Tribunal found the sum of £295.10 reasonable in respect of this item (£200 plus vat at 20% and 23% administration cost).
18. Mr. Watkins had accepted that work had been done on one manhole and a cover had been replaced on the other. The Tribunal therefore found £102.21 to be a reasonable cost for this item. In respect of the lamps, the Tribunal did not accept that Bron Afon would have replaced them unnecessarily and the Tribunal found this sum reasonable. The Tribunal also accepted that Bron Afon was obliged to carry out fire and asbestos checks. The Certificates had been produced so the Tribunal found the sum claimed to be reasonable. Whilst Mr. Watkins was not happy with the standard of cleaning the Tribunal accepted cleaning was being carried out and the cost to be reasonable.
19. The Tribunal found the sum of £422.74 to be reasonable in respect of responsive repairs. Mr. Watkins share was £70.45.

SUMMARY OF SUMS ALLOWED

Safety checks	£50.04
Cleaning	£43.31
Responsive repairs	£70.45
Total	£163.80

COSTS

20. Section 20C of the Landlord and Tenant Act 1985 provides that a tenant may make an application for an order that all or any of the costs incurred by the Landlord in connection with proceedings before a Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application. No such application was made and the Tribunal made no order under Section 20C

DATED this 2nd day of October 2013



CHAIRMAN