

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

Reference: LVT/0033/10/14

IN THE MATTER OF: Manchester House, The Square, Aberbeeg, NP13 2AB

**AND IN THE MATTER OF SECTION 20ZA OF THE LANDLORD AND TENANT ACT
1985**

Tribunal: Mr. E.W. Paton (Chair)

B E T W E E N:

CROWN MANAGEMENT (UK) LIMITED

Applicant

-and-

**Mr. MARK JED BURNS
Mr. KEVIN FORBES**

Respondents

ORDER

BY TELEPHONE HEARING on 14th November 2014

UPON HEARING Mr. Watts on behalf of the Applicant in person, and Mr. Forbes in person
(Mr. Burns not appearing)

AND UPON considering the Applicant's application dated 6th October 2014

IT IS ORDERED THAT:-

1. The Applicant has dispensation, under section 20ZA Landlord and Tenant Act 1985, from the consultation requirements of section 20 Landlord and Tenant Act 1985, and the Service Charges (Consultation Requirements)(Wales) Regulations 2004 SI 2004 No. 684 (W.72), in relation to:-

- the works to the above-named property specified in a Schedule of Works dated 4th August 2014 served on the Applicant by Blaenau Gwent County Borough Council under the Housing Act 2004; which works are being carried out by the contractor Dawn Construction on the basis of the quotation accompanying the application.

DATED this 14th day of November 2014

A handwritten signature in purple ink, appearing to read 'Emma P. Jones'.

CHAIR

Y TRIBIWNLYS EIDDO PRESWYL
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DECISION

1. This is an application by the owner and landlord of the above building, under section 20ZA Landlord and Tenant Act 1985, for dispensation from the consultation

requirements of section 20 Landlord and Tenant Act 1985, and the Service Charges (Consultation Requirements)(Wales) Regulations 2004 SI 2004 No. 684 (W.72). The building contains ten flats, each let on 999 year leases. I have seen a sample copy of one lease. All lessees were notified of the application but only Mr. Mark Burns (owner of Flat 3) and Mr. Kevin Forbes (owner of flats 4 and 8) responded. Mr. Forbes requested a hearing of the application, so I directed that there be a telephone hearing, since all of the relevant information and points were before me in writing and there was no need to commit the parties to the time and expense of an oral hearing in Wales.

2. The application relates to a set of works specified by the local authority, Blaenau Gwent CBC, in a letter and Schedule dated 4th August 2014. The letter and schedule did not themselves constitute a formal notice under the Housing Act 2004, but they were clearly served in contemplation of such a notice being served if the works were not done. The council had identified a number of hazards at the property, under the hazard inspection and notification scheme of the Act, which it required to be remedied. These included defective and rotten fire doors, lighting and wiring works, remedying of the effects of dampness, and some external works to fascia boards and doors.
3. The Applicant, unsurprisingly, wishes to avoid the cost and stigma of a notice being served and possible enforcement proceedings or prosecution if the works are not done. It obtained a quotation from one Dawn Construction for these works, in a sum of £5217. Mr. Watts told me, and I accept, that the Applicant informally sought other quotations but that Dawn Construction provided the lowest one.
4. The application was made on 6th October 2014. As I understand it, before this application was heard, the works were commenced anyway and are now almost completed. The Applicant therefore ran the risk of dispensation not being given and being limited in its recovery of service charge (to the statutory sum of £250) for the works from the ten flat lessees in the building.

5. I am nevertheless satisfied that this is an appropriate case in which to grant dispensation. There is no dispute that these works need to be done, and relate to the subject matter of the Applicant's covenants as landlords. It is clear that the possibility of statutory enforcement by the Council is a real one, so that for that reason alone there is some urgency in the matter.
6. Mr. Burns, the only flat lessee who responded to the application and requested a hearing (Mr. Burns provided a written response but did not specifically ask for a hearing, or attend this hearing), was initially unhappy about the Applicant's supposed 'urgency' in so applying. He made the point that these works have been outstanding for some time, from a time (in 2012) before the Applicant even became the landlord. At first he did not see why there was urgency now, given the time that had passed since the Applicant acquired the freehold in August 2013.
7. On further argument and consideration, however, Mr. Burns conceded that the works needed to be done, that the quoted price did not seem unreasonable, and that no particular prejudice had been caused to him by the absence of a section 20 consultation process. He was not, for example, protesting that the Applicant had chosen an unreasonably expensive contractor, or that it had denied him or other lessees the opportunity to nominate a cheaper or better one.
8. On further reflection, he therefore withdrew his objection to the application. His real grievance (and, it seems, that of Mr. Burns) is that the need for these works is believed to have arisen from a flood of one of the other flats in the building (flat 9). Whether that is the case or not is not an issue for this Tribunal on this application. If the Respondents, or any lessees, consider that they have suffered loss and damage, and have had to pay service charge, as a result of the negligence or breach of covenant of another lessee, they are perfectly free to seek to recover that loss by way of indemnity from the person alleged to be at fault or in breach. That would be a matter for them to pursue in their own time, with or without the benefit of legal advice, and probably on the small claims track of the

County Court.

9. As far as this application is concerned, however, I am wholly satisfied that:-

- these are works falling within the Applicant's covenants as landlord
- these works need to be done
- there was and is some element of urgency, given the threat of statutory enforcement proceedings
- there is no significant prejudice to the lessees in dispensing from the statutory consultation requirements in these circumstances, given the nature and estimated cost of the works.

10. I therefore determine in this case that it is reasonable to dispense with those requirements in this case, and make an order accordingly.

Dated this 14th day of November 2014

A handwritten signature in blue ink, appearing to read 'E. W. Paton'.

E. W. Paton (Chair)