

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

**SOUTHERN RENT ASSESSMENT PANEL
& LEASEHOLD VALUATION TRIBUNAL**

COMMONHOLD AND LEASEHOLD REFORM ACT 2002

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Case No. **CHI/21UC/LDC/2008/0030**

Property: **18 Silverdale Road
Eastbourne
East Sussex
BN20 7AU**

Applicant: **18 Silverdale Road Residents (Eastbourne)
Limited**

Respondent: **Mr. J.P. Russell-Murphy**

Date of Consideration: **10th December 2008**

**Members of the
Tribunal:** **Mr. R. Norman
Mr. R.A. Wilkey FRICS FICPD**

Date decision issued:

RE: 18 SILVERDALE ROAD, EASTBOURNE, EAST SUSSEX, BN20 7AU

Background

1. 18 Silverdale Road Residents (Eastbourne) Limited (“the Applicant Company”) is the freeholder of 18 Silverdale Road, Eastbourne, East Sussex, BN20 7AU (“the subject property”) and applied under Section 20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”) for a dispensation of the consultation requirements in relation to the external decoration of the subject property and repair to the west gable wall of the subject property (“the works”). Mr. J.P. Russell-Murphy is the lessee of Flat 3 at the subject property and has a quarter share in the Applicant Company.
2. On 6th November 2008 directions were issued and with those directions the Tribunal gave notice to the parties that subject to no objection being received from any lessee within 14 days of receipt of those Directions the Tribunal would proceed to determine the matter without a

hearing. No written objection has been received and the matter is being deal with on the basis only of written representations and without an oral hearing.

Decision

3. The Tribunal was satisfied that all the consultation requirements in relation to the works be dispensed with.

Inspection

4. On 10th December 2008 the Tribunal inspected the exterior of the subject property in the company of Mr. and Mrs. Vine and Mrs. Arnell and found it to be a detached Victorian building on ground and first floors plus rooms in the roof space arranged as four self contained converted flats. The exterior appeared to have been recently decorated and we are told and it appeared that the previous defective tiles to the upper west gable had been removed and the gable had been re-rendered.

5. During the inspection the Respondent arrived at the property and we informed him that we had seen the exterior of the property. He explained his financial situation to the other lessees present and undertook to pay the arrears of service charge. He also confirmed that he had received copies of all relevant correspondence and went on to say that he was completely satisfied with the quality and cost of the works.

Evidence

6. We received written representations from the Applicant Company and these had been copied to the Respondent but we received no written representations from the Respondent.

7. On the application form submitted by the Applicant Company there is a section which asks the Applicant Company to explain why a dispensation is being sought of all or any of the consultation requirements. That question has not been answered. In that space on the form the Applicant Company has asked the Tribunal to decide if the service charge is a legal requirement of the lease, if so is it a legally enforceable debt and if the arrears constitute debt which is transferable with the lease in any future transaction. Those questions are not within our jurisdiction. The question for the Tribunal in respect of this application is solely whether or not the consultation requirements imposed by Section 20 of the 1985 Act and the Service Charges (Consultation Requirements)(England) Regulations 2003 should be dispensed with in relation to the works.

8. From the representations received from the Applicant Company it is clear that the consultation requirements have not been complied with and unless the consultation requirements are complied with or are dispensed with by a Leasehold Valuation Tribunal the lessee may only be required to pay £250 towards the works.

Reasons for the Tribunal's Decision

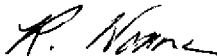
9. From the representations received we see that the owners of the four flats at the subject property each have a quarter share in the Applicant Company. We see also that meetings have taken place at which the works were discussed by them and agreement was reached as to the contractor to be engaged to carry out the works and the financing of the works by obtaining a loan which would be repaid by the four lessees each making monthly contributions by direct debit to the Applicant Company.

10. The Respondent has not challenged any of the representations made by the Applicant Company. In fact at the inspection he confirmed the accuracy of them. Accordingly we find as a fact that those representations are accurate.

11. In the particular circumstances of this case we find that there has been discussion between the lessees and that they reached agreement as to the carrying out of the works and the way they were to be financed and we are satisfied that it is reasonable to dispense with all the consultation requirements.

12. This means that the Applicant Company can proceed to demand from the Respondent service charges in respect of the works and is not limited to demanding only £250 from him but must make demands as provided in the lease and in compliance with any statutory requirements.

13. It is not within our jurisdiction under this application to make a determination as to the reasonableness of the service charges in respect of the works or the quality of the works and therefore we cannot do so. However, it is noted that the Respondent stated that he was completely satisfied with the quality and cost of the works.



R. Norman
Chairman