

8013

HM COURTS & TRIBUNALS SERVICE

LEASEHOLD VALUATION TRIBUNAL

Property : Elm Apartments, Chalanor Grove, Wakefield WF1 4SS

Applicants : **PARKLANDS (WAKEFIELD) MANAGEMENT LIMITED**

Respondents : **LEASEHOLDERS OF 12 FLATS AT ELM APARTMENTS**

Case number : **MAN/00DB/LDC/2012/0010**

Date of Application : **6 July 2012**

Type of Application : **Landlord and Tenant Act 1985, section 20ZA: application to dispense with section 20 consultation requirements**

The Tribunal : **A M Davies LLB (chair)
E Thornton-Firkin BSc MRICS**

Date of decision : **7 August 2012**

DECISION

The requirement for the Applicant to consult pursuant to section 20 of the Landlord and Tenant Act 1985 in relation to roof repairs at Elm Apartments, Chalanor Grove, Wakefield is dispensed with under section 20ZA of the said Act.

REASONS

1. Section 20ZA of the Landlord and Tenant Act 1985 as amended (the Act) provides that
"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.....the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements."
The Tribunal is satisfied that it is reasonable to dispense with the consultation requirements for the reasons given below.

2. Elm Apartments is one of 5 new build residential blocks erected some 6 or 7 years ago on the grounds of the former Stanley Royd Hospital in Wakefield. It contains 12 flats. The occupier of flat number 12 reported extensive ingress of rainwater in April 2012. On investigation it was found that the lead flashing had been installed incorrectly. The Applicant investigated the possibility of obtaining remedial action by the builders or insurance cover under the NHBC Scheme but found that neither course of action was available. Estimates for rectification work were obtained and this application for dispensation was submitted.
3. The leases under which the Elm apartments are held contain service charge provisions at Schedule 4. Clause 5 of the lease contains a covenant by the Applicant to provide the services set out at Schedule 4, which include repair and maintenance of the common parts of the building known as Elm Apartments. Each leaseholder is required to contribute the "Tenant's Proportion" (one twelfth) of the cost incurred.
4. The Applicant obtained cost quotations for the roof work from Blade Roofing Limited and from A & R Construction, which has carried out similar repair work to the roofs of other buildings on the estate. It wishes to instruct A & R Construction, whose quoted price for this repair is £6060 including VAT. The Tenant's Proportion of this cost will be £505.
5. On a visit to the premises on 7 August 2012 the Tribunal inspected the common parts and photographs of damage caused by the leaks.
6. The Tribunal is satisfied that
 - (i) it is probable that there will be further ingress of rainwater unless the roof valleys are repaired, and that it will cause damage to the interior of flat 12 (and possibly other flats in the building) and to the common parts.;
 - (ii) the roof valleys need to be repaired, and this is "qualifying work";
 - (iii) the work should be undertaken urgently; there is no time for consultation;
 - (iv) there is no evidence that interests of leaseholders will be prejudiced if dispensation is granted, or that money will be saved if consultation takes place;
 - (v) dispensation from the consultation requirements should therefore be granted.
7. The granting of this dispensation does not infer that the cost of the work to be carried out or any related costs are reasonable or payable by the leaseholders.

A M Davies, Chairman