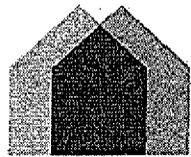


1997A



Residential
Property
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
DECISION BY LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL**

LANDLORD AND TENANT ACT 1985 ("the Act") : Section 27A

BIR/44UF/LSC/2005/0009

Property: Raford House, 49 Kenilworth Road, Leamington Spa, CV32 6JJ

Applicants: Mrs P Whiteley (Flat 2)
Mr J C Westley (Flat 3)
Mrs Z Hilton-Briggs (Flat 4)
Mr R and Mrs V Burge (Flat 9)
Mr A Maresco (Flat 10)
(Tenants)

Respondent: Slora Construction Company Limited
(Landlord)

Dates of resumed hearing: 13 and 14 February 2006
at the Town Hall, Leamington Spa

Appearances: Mrs S M Westley representing Mr J C Westley,
Mrs Z Hilton-Briggs, Mr and Mrs Burge.
Mr A Radford representing Mrs P Whiteley.
Mr L D Jacobs CEng FStructE
Mr R Doble FRICS
(for the Applicants)
Mr A Young of Counsel
Mr T Ollerenshaw of Ollerenshaw Solicitors
Mr R C Starkey FRICS IACIRArb
(for the Respondents)

Tribunal: Mrs V T Barran BA (Oxon)
Mr D D Banfield FRICS
Mr O Miller BSc

Date of decision: 22 February 2006

Decision

1. Service Charge Years ended September 1998 and 1999

A. Service charge costs of £9,068 for major maintenance works and of £947.48 for repairs to Raford House were reasonably incurred by the Respondent in the Service Charge Year ended September 1998.

B. Service charge costs of £4,059 for major maintenance and £2,575 for repairs to Raford House were reasonably incurred by the Respondent in the Service Charge Year ended September 1999.

C. The Applicants were liable to pay for a percentage of these service charge costs, in accordance with their obligations under their leases. The Applicants were liable to pay 1/11 of most items, but 1/19 of some, where there is a shared responsibility with Nova Lodge.

2. Major Works

A. The items shown on the Scott Schedule are works which the Respondent proposes to carry out soon, in the service charge year ending 29 September 2006. A copy of the Scott Schedule reduced in complexity and extent is annexed.

B. The Tribunal determines that items 1-3, 5, 10-12, 14-23, 25-27 will be reasonable in scope and are specified to a reasonable standard, ie that they are necessary now and will adequately address the problems affecting Raford House.

C. The Tribunal further determines that the costs of these items as proposed/conceded by the Respondent at the hearing and shown in column of the reduced Scott Schedule annexed are reasonable (including 10% professional fees) Total £52,750.18 +VAT at appropriate rate.

D. The Tribunal did not find that the Applicants had proved that delay or past neglect by the Respondent had increased the cost of the proposed major works; however the Respondent had conceded some increase in cost for some items.

E. Given compliance with (or dispensation from) section 20 of the Act, the Tribunal determines that the Applicants will each be liable to pay 1/11 of the total cost of the service charge costs for those items referred to in para B above except for items 25-27 where the liability is 1/19 (shared with Nova Lodge) in accordance with the terms of their leases.

F. The Tribunal determines that each Applicant shall pay £5,109.12 in advance of the proposed works as soon as the Respondent re-requests payment. The Respondent shall provide detail of how and where the monies are to be held in trust in accordance with s.42 of the Landlord and Tenant Act 1987. Interest earned will belong to the fund collectively. (See also previous Decision of this Tribunal dated 25 November 2005: paras 14-19).

The balance shall be payable on demand in accordance with the terms of the leases.

G. For the avoidance of doubt Mr and Mrs Burge (Flat 9) are treated as a single Applicant. Apportioned payments of 1/11 or 1/19 are on a per flat basis.

3. Standard of Management

In the light of the Respondent's concession that there had been some mismanagement, the Tribunal makes no general determination as whether the Respondent or the managing agent has acted reasonably in the management of the property.

4. Costs

A. The Tribunal is of the view that the leases do not allow the Respondent to add their costs incurred in connection with these Tribunal proceedings to the service charge. However in the event that we are wrong, we do order under s.20C of the Act that any such costs are not to be added to the service charges payable by the Applicants.

B. The Tribunal makes no order for reimbursement of application/hearing fees paid by the Applicant.

C. The Tribunal makes no order for penal costs under para 10 to Schedule 12 of the Commonhold and Leasehold Reform Act 2002.

5. Reasons

Reasons for the Decision with copy of the full Scott Schedule, will be issued as soon as possible in accordance with Regulation 18 (5) of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003.

Chairman  V.T.Barran

22 February 2006

REDUCED SCOTT SCHEDULE FOR RAFORD HOUSE

Item No.	Item	Residents Value Reduction	Slora Value Reduction	Tribunal's Determination
1	Scaffold- All elevations	8,914.03	8,914.03	8,914.03
2	Remove existing slates and replace with second hand/fibre cement, including new felt, battens, flashings etc to roof slopes B,C,D,E,F (refer to Sketch)	5,440.31	10,880.63	10,880.63
3	Supply and fix replacement Velux skylights (9no.) to roof slopes B-F	1,460.43	5,841.72	5,841.72
5	Replace existing guttering in plastic	NIL	3,578.98	3,578.98
10	Replacement of leadwork to gutters and junctions	1,000.00	2,000.00	2,000.00
11	Repair or replace structural timbers	NIL	NIL	NIL
12	Repair or replace gable timbers	NIL	NIL	NIL
14	Repair defective rendering	NIL	NIL	NIL
15	Repair specific rendered details	NIL	NIL	NIL
16	Repair or replace lintels behind rendering	NIL	NIL	NIL
17	Reconstruct bay window flat 9	NIL	NIL	NIL
18	Reconstruct dormer flat 9	NIL	NIL	NIL
19	Repair or replace windows to front elevation	NIL	NIL	NIL
20	Repair or replace windows to rear and side elevations	NIL	NIL	NIL
21	Redecorate timber and rendered surfaces, all elevations	6,819.67	13,639.35	13,639.35
22	Allowance for additional cost of extra costs to provide complete uniformity	250.00	250.00	250.00
23	Provision for some internal redecoration	NIL	NIL	NIL
25	Repair garden wall presently collapsed. Northern boundary	NIL	NIL	NIL
26	Remove and replace 1.00m high timber fence to front of premises abutting Kenilworth Road, stain to match existing	1,600.00	1,600.00	1,600.00
27	Make effective repairs, including buttressing to garden wall – Southern boundary, currently propped	1,250.00	1,250.00	1,250.00
	SUB-TOTAL			47,954.71
28	Professional Fees 10%			4,795.47
				£52,750.18

The total is exclusive of VAT.