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LON/00AG/LDC/2006/0047

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
ON APPLICATIONS UNDER SECTION 20ZA LANDLORD AND
TENANT ACT 1985**

Applicant: City and Country properties

Respondent: All the Leaseholders of College Court

Re: Flats 1-20 New College Court, London NW3 5EX

Application received: 27/6/2006

Hearing date: 1 September 2006

Appearances: Mr M Shapiro (Legal Executive (Applicant))
Mr D McGuire (Environment Consultant)

No Appearance (Respondent)

Members of the Leasehold Valuation Tribunal:

Ms L Tagliavini BA (Hons)
Mr C White FRICS
Mr A D Ring



**Residential
Property**
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LONDON RENT ASSESSMENT PANEL**

LANDLORD AND TENANT ACT 1985 SECTION 20ZA

Property: FLATS 1-20 NEW COLLEGE COURT, LONDON NW3
5EX

Applicant: CITY AND COUNTRY PROPERTIES

Represented by: MR. M. SHAPIRO, Legal Executive

Also present: MR. D. McGUIRE, Environment Consultant

Respondent: ALL THE LEASEHOLDERS OF COLLEGE COURT

Represented by: NO APPEARANCE

Preliminary:

This a hearing to determine the application dated 26/6/06 made by the Applicant pursuant to section 20ZA Landlord and Tenant Act 1985, seeking to dispense with the requirements of the section 20 consultation procedures pursuant to that Act. Directions for the furtherance of this application were given on 5/7/06 and the hearing held on 1/9/06.

Hearing:

The subject premises comprise a block of 20 residential flats situate over ground floor retail units. These units have running through them the heating and hot water pipes serving the subject flats.

At the hearing held to determine this issue, the Applicant was represented by Mr. M. Shapiro, legal executive and accompanied by Mr. D. McGuire, an Environmental Consultant with Environtec Limited. The Respondents did not appear and were not represented.

This application concerned the need to carry out works to remedy the leaks to the hot water and heating pipes serving the subject property. It had been originally anticipated that the costs of the works would not necessitate the service of section 20 notices but on a preliminary investigation it was found that the leaking pipe in question was lagged with asbestos material, which required removal before the leak could be repaired. A further investigation discovered a second leak necessitating the ambit of works to be further extended and requiring the service of section 20 notices.

It was Mr. McGuire's evidence that had the leak continued unchecked, extensive damage could have occurred to the shop premises where the leaking pipe was located and may have caused the breakdown of the asbestos material necessitating the need for far more extensive works at a much higher cost. Further, due to directives from the Health and Safety Executive, work to the leaking pipe could only be carried out by licensed asbestos contractors and after the system had been switched off leaving the lessees without heating or hot water. As a consequence works of repair started on 8/5/06 and were completed a short time later leaving the lessees without heating or hot water for six continuous days.

The Tribunal noted that the Applicant both advised the lessees in writing of the on-going situation and apprised them of the need for more extensive works than originally anticipated, as well as the increased costs of those works. The Tribunal received a letter dated 9/8/06 from the lessee of Flat 4, querying the extent of the works and a letter dated 8/8/06 from the lessee of Flats 13,17,18 and 19 requesting an adjournment. This request was refused but the application to adjourn was not renewed on the day of the hearing.

Decision:

The Tribunal is persuaded by Mr. McGuire's evidence and the representations made on behalf of the Applicants by Mr. Shapiro, that in the circumstances of this case it is reasonable to dispense with all or any of the section 20 notice procedures not met by the Applicants. The Tribunal is satisfied that the nature and extent of the repair required an immediate response, not only to avoid the possibility of asbestos contamination and damage to the shop structure or interior, but also to avoid the lessees from being without essential

services for longer than was necessary. The Tribunal therefore grants the application and directs that the section 20 notice procedures be dispensed with. It should be noted that the Tribunal does not determine the standard of the works or the reasonableness of the costs incurred.

The Tribunal, also directs, having regard to the terms of the lease, the conduct of the Applicant and the reasonable wish on the Applicant's part to have clarification in order to avoid possible future conflict on this issue, that the Applicant's reasonable costs of this application may be added to the service charge account for the relevant period.

Chairman: *W. E. Taghavi*

Dated: *1/9/06*