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Residential
Property
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RESIDENTIAL PROPERTY TRIBUNAL SERVICE

**DECISION BY THE LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL**

LANDLORD AND TENANT ACT 1985, as amended, Section 27A

Ref: LON/00AE/LIS/2007/0008

Property: 102A Clifford Gardens, London NW10

Hearing date: 14 May 2007

Applicant: Octavia Housing and Care

Represented by: Ms Terry Freestone

Respondent: Mrs Margaret Hickey

Represented by: Mr D Hickey

Members of the Tribunal:

Mr C Leonard (Chairman)

Mrs S F Redmond BSc (Econ) MRICS

Mr D J Wills ACIB

1. This is an application by Octavia Housing and Care ("the Landlord") under section 27A of the Landlord & Tenant Act 1985. The Landlord seeks a finding by the Tribunal that a service charge of £2,727.43 rendered for the service charge year 2002 is payable by the leaseholder, Mrs Margaret Hickey. The charge rendered is for "cyclical" repair and redecoration work to 102A Clifford Gardens, London NW10 ("the Property") carried out in the latter half of 2001 and charged to the leaseholder in 2002.
2. The Landlord's application also refers to a "breach of the lease" by the lessee, but the landlord confirmed to the Tribunal that the only breach alleged is non-payment of the disputed service charge. No application is made under section 168(4) of the Commonhold and Leasehold Reform Act 2002.

The Property

3. The Tribunal inspected the Property on 14 May 2007. The Property is the ground floor flat in a two storey bay-fronted Victorian terrace house of brick and tile converted to provide a first floor flat with a small front balcony, and ground floor flat with use of the rear garden. The front windows and upper balcony door are of UPVC. The front common entrance door is painted wood. Party parapet walls to either side of the property extend from the roof to ground level. There are some decorative features to the bay. There is a small common entrance lobby with painted woodchip paper to the walls and painted ceiling. The entrance doors to the flats are plain painted wood.
4. The Tribunal inspected the front exterior, common entrance lobby and bathroom to the ground floor works to which were the subject of the service charge application accompanied by the lessee's husband and daughter. The committee found the external decorative condition of the woodwork to cills and frames to be poor with some areas of bare wood and evidence of rot. There was extensive badly spalled brickwork to the parapet walls on the front elevation, particularly obvious at ground level by the entrance door. There were

some small patches of unmatched pointing to the first floor but the brickwork below the ground floor bay windows was in need of attention and showed no evidence of effective repointing. Brickwork to the stack appeared to be in need of repointing. There are no entrance doors with varnished finish.

The Lease

5. The lease is dated 30 September 1991. It is between Central and Provincial Housing Trust Limited, the Landlord's predecessor, and Mrs Hickey. It is a 125 year lease from 25 March 1991, made pursuant to the provisions of part 1 of the Housing Act 1980.
6. The service charge provisions of the lease are as follows. The service charge is referred to in the lease as "the service rent", Clause 3(i). It is payable in addition to the yearly rent of £10. The sixth schedule to the lease provides that the service rent shall be paid half-yearly in arrear on 1 April and 1 October in every year, and shall comprise a reasonable proportion of the costs incurred by the Landlord in meeting its obligations under clauses 5(a), (b) and (c) of the lease. Those clauses require the Landlord to insure the property, to maintain the structure, utilities, and exterior in good and substantial repair and condition (including exterior decoration) and to maintain and decorate passages, landings, staircases etc enjoyed or used by the leaseholder in common with others.
7. The Landlord's application states that it seeks payment only for work actually carried out to the Property, which of necessity (no access having been given to the rear of the property when the work was undertaken) was only to the front and the roof. The account presented to the Leaseholder has been adjusted to exclude items included in the specification but not undertaken for that reason. The Leaseholder objected to the charge on the basis that the work charged for was not done at all, or was done to such a limited extent and so poorly as not to justify any charge.

sub-let. Mr Hickey confirmed that notices sent there would reach him within a few days but that he was never contacted.

16. Given that scaffolding had to be ordered and delivered for both front and back, although it was only erected at the front elevation, it is the Tribunal's opinion that a reasonable figure to allow for this item would be £500.

Specification page V.7 – Roof, Chimney and Front

17. A total of £100 was charged for works to cement rendering, to a party parapet wall and for the re-pointing of a chimney stack. Based on its observations the Tribunal's conclusion is that some limited work was done, but not so as to justify this charge. £50 would be a reasonable allowance.

18. £75 was charged for re-pointing approximately 3 square metres of the front elevation and front bay. This work appeared to have been completed and the charge is reasonable. A charge of £70 for re-pointing the lower part of the front elevation is unjustified, as inspection showed no sign of that work having been performed.

Specification page V.8 – External redecoration and internal common parts

19. A total of £700 was charged for external redecoration, including burning off all external joinery to rear doors and windows, rear addition eaves and fascia, preparation and priming of all burnt off areas prior to first undercoat. Most of the work described would have been to the rear of the property. On its own case the Landlord did not undertake and does not intend to charge for such work. Further, the Tribunal observed on inspection of the front of the Property that paint had peeled away from timber and the exposed wood showed signs of longstanding weathering. None of that is consistent with proper preparation before painting in 2002. For those reasons this entire charge is disallowed.

20. £400 was charged for internal decoration to the common parts of the hallway. Mr Tridgell was unable to confirm that he himself had seen this done. Inspection

indicated that at most, a coat of paint might have been applied to existing woodchip paper. There is insufficient evidence of any work having been performed at all under this heading and the charge is disallowed in its entirety.

21. A total of £205 is charged for the removal and replacement of the ground floor entrance door, described as a hardwood panelled part glazed door, along with full redecoration of both faces and edges of the renewed door and a varnish finish to the entrance door of flat B. There is no evidence of any of this work having been done and the descriptions do not match the reality (flat B's entrance door is not varnished). These charges are disallowed in full.

Specification page V.9 – Drainage, internal works and cleaning

22. A total of £120 has been charged for drainage works at and below ground level. The Tribunal is prepared to accept, on the evidence, that this work was done. Mr Hickey made the point that it could not have been done while the scaffolding was in place, but Mr Tridgell says that it was done afterwards. However, of the total charge £40 relates to the rear of the property and must be disallowed, leaving a charge of £80.

23. A charge of £160 for the replacement of eaves guttering to the rear is disallowed. The work has not been done. A charge of £60 for the realignment of rainwater gutters to the front elevation of the property appears to be reasonable.

24. Charges totalling £110 for "other internal works" quite evidently have not been done and could not have been done without access. They cannot be properly charged to the leaseholder.

25. Of a total of £150 charged for clearing up, £50 would be a reasonable proportion given the Tribunals' findings in relation to what was actually done.

26. Accordingly, the total charges allowable are as follows;

Scaffolding	£500
Works to roof	£50
Re-pointing	£75
Drainage	£80
Guttering	£60
Cleaning	£50
Total	£815

27. The account to the Leaseholder includes a charge for preliminaries at 12.48%. Most of this would appear to relate to work that was not done. In the circumstances, a total charge of 20% for administration, supervision and preliminaries is reasonable, but no more.

28. Accordingly, the total service charges for these works should be as follows;

Total works cost	£815
Supervision/administration	£160
VAT	£170
Total	£1,145

29. Of that total, the leaseholder is responsible for 50%, a total of **£572.50**. That is the sum that the leaseholder should now pay the Landlord.

30. The Tribunal does not consider the leaseholder to have been in breach of covenant. The weight of evidence suggests that the work carried out was not performed to a high standard. Much of what was charged for was not done at all, in particular where (contrary to its submission) the Landlord charged for work to the rear of the Property. The inflated charge for scaffolding remains unexplained. The Leaseholder's proper concerns about overcharges and inadequate works, as expressed by her husband, were not fully addressed.

31. Had the leaseholder paid the sum demanded, she would have overpaid by a substantial sum. The Sixth Schedule to the Lease contains provisions for

service charge dispute resolution by an independent surveyor. Given that the charge was disputed and those dispute resolution provisions were not invoked to resolve it, it is questionable whether the Leaseholder could have been said to be in breach of covenant in any event.

32. The Tribunal would observe that this is not a case in which it would be reasonable for any of the costs of the Landlord's application to be added to any future service charge. However the provisions of the lease do not appear to entitle the Landlord to do so in any event.



Colum Leonard

Chairman

21 June 2007

