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Residential Property
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DETERMINATION BY LEASEHOLD VALUATION TRIBUNAL for the LONDON RENT ASSESSMENT PANEL

Landlord and Tenant Act 1985 Section 20ZA

LON/OOAU/LDC/2007/0045

Premises:	14b Granville Square, London WC1X 9PF
Applicant:	London Borough of Islington
Respondent:	Mrs S A Kilby
Tribunal:	Mr J C Avery BSc FRICS Ms M Krisko BSc FRICS

Preliminary

A. On 12 July 2007 the Tribunal received an application for dispensation of all or any of the consultation requirement contained in s20 of the Landlord and Tenant Act 1985 in respect of works to the exterior and common parts of the building, of which the premises forms part. On 26 July 2007 the Tribunal issued Directions which included the proposal that the matter be determined without an oral hearing. Both parties agreed that the application be determined on the basis of paper submissions.

B. The premises are a flat within a block of five flats converted from two adjoining 19th century houses. The remaining four flats are occupied by protected tenants. Under the service charge provisions of the lease the Respondent is responsible for a proportion of the cost of the proposed works, and the Applicant Council bears the remainder.

Decision

C. The Tribunal considered the papers on 14 August 2007 and, for the following reasons, **determined that the consultation requirements in s20 of the Landlord and Tenant Act 1985 should be dispensed with, provided that the works are carried out by 5 October 2007.**

The Law

D. Section 20 of the Landlord and Tenant Act 1985 requires that service charges be limited to £250 per flat unless certain consultation requirements have been complied with. Section 20ZA of the Act (as amended by the Commonhold and Leasehold Reform Act 2002) provides that a leasehold valuation tribunal may dispense with those requirements if satisfied that it is reasonable to do so.

Background/Reasons

1. The Respondent's solicitors said that the Respondent had, since 2004, been discussing repairs to the premises, for which, under the terms of the lease, the Applicant as landlord is responsible.

2. In February 2007 the Respondent's husband, a Chartered Surveyor, prepared a report on the condition of the building. This was followed by discussions on the specification of work required and, by 25 June, agreement in principle to the costing as a provisional sum.

3. The Applicant had on 26 March 2007 agreed conditionally to commence works "within six months of your letter of claim"

4. In that letter the Applicant suggested that, in order to start the works while contractors were working on nearby buildings, the Respondent might "waive her s20 rights", with the undertaking that she would be given the opportunity to comment on the scope and cost of the works.

5. In a letter dated 5 April 2007 the Respondent's solicitors wrote to the Applicant to say "Our clients are prepared to waive their s20 rights.....strictly on the basis that this will then enable the Council to carry out works to our client's property within six months.."

6. Although there has been no application for a determination that the costs are reasonable, or of the Respondent's liability, it is observed that the Respondent was invited to comment, and agreed in a letter of 27 June 2007 that her share of the total cost would be one fifth. The Tribunal has not been told the proposed final cost and this determination is limited to the dispensation of the consultation requirements.

7. Accordingly, as there is no provision in the Act for a tenant to "waive her rights", it appears to the Tribunal that it is reasonable to dispense with the consultation requirements and **determines that those requirements be dispensed with provided that the works are carried out within six months of the agreement letter of 5 April 2007, ie by 5 October 2007.**

J Cleveley Chairman Date 14 August 2007