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RESIDENTIAL PROPERTY TRIBUNAL SERVICE

LEASEHOLD VALUATION TRIBUNAL

Case no
Lon/00bh/LIS/2006/0132

DECISION ON APPLICATION UNDER S.27A OF LANDLORD AND TENANT ACT 1985/1987 (as amended by C & LRA 2002)

Property	313 Hall Lane, Chingford E4 8PU
Applicant/ Landlord	Mr. Clive R. Dedman
Respondents/ Tenant	Mrs.Surayia Paureen Ahmed
Application	to determine the validity of the section 20 notice and the procedure in connection with the cost incurred for major works, in respect of service charges.
Tribunal	Ms M Daley Chairman (LLB.Hons) Mr. Holdsworth FRICS Mr. Wilson
Date of Hearing	5th February 2007
Appearances	Mr. Clive Dedman in person Applicant Mrs. Ahmed the Respondent (assisted by Ansub Ahmed)

1. The Application

The Tribunal received an application dated 27th October 2006 under Section 27a of the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002 to determine the validity of the Section 20 notice and the procedure in connection with the cost incurred for works, in respect of service charges for the year 2006.

2. Documents Received

. The Tribunal had received;
(i)-A copy of the Hearing Bundle

3. **Matters in Dispute**

The tribunal were asked, to determine whether the Applicant complied with the consultation requirements contained in Section 20 in respect of works carried out by the Applicant at 313 Hall Lane Chingford London E4 8 PU, and the Reasonableness of Service Charges claimed for 2006 in the sum of £4,250 in respect of the works carried out.

4. The Law

The relevant Law is set out below-:

The Landlord and Tenant Act 1985 as amended by the Commonhold And Leasehold Reform Act 2002
Section 20

a) Where this section applies to any qualifying works or qualifying long term agreements, the relevant contributions of the tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have either-
b) Complied with in relation to the works or agreement or
c) Dispensed with in relation to the works or agreement by (or on appeal from) a leasehold valuation tribunal.
d) In this section "relevant contribution" in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by payment of service charges) to relevant costs incurred on the carrying out the works or under the agreement

20ZA
(1) 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 or qualifying long-term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements
Section 27A

(i) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable.

Service Charges (Consultation) England Regulations 2003 schedule 4 1-3

(1) The landlord shall give notice in writing of his intention to carry out qualifying works
(a) To each tenant; and
(b) where a recognised tenants' association represents some or all of the tenants, to the association.
(2) The notice shall-
(a) describe, in general terms, the work proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;
(b) state the landlord's reasons for considering it necessary to carry out the proposed works:
(c) state the reason why the landlord is not inviting recipients of the notice to nominate persons from whom he should try to obtain an estimate for carrying out the works is that public notice of the work is to be given;
(d)invite the making in writing of proposed works observations in relation to the proposed works;
(3) where, within the relevant period, observations are made in relation to the proposed works by the tenant or the recognized tenants' association, the landlord shall have regard to those observations.

5. The Lease

The original lease was dated 25th April 1960 between Thomas George Strutt and Abraham Lyons, a lease extension was granted on 8/10/ 2003 between Beatrice Strutt and Stephen and Patricia Parrott. (The Tribunal did not have any evidence of the terms of the Respondent's lease.)

6. Description of the Property

The premises are 2, two bedroom flats in a house built in the inter-war years in a detached building

7. The Hearing

(i) The Applicant's case

(ii) Mr. Clive Dedman informed the Tribunal that he had purchased the property in 1996 and had at that stage been aware that there were issues

at the property, as when he had viewed the property there had been rubbish which had been left in the garden, (which he had been advised was the responsibility of the Respondent or their tenant,) he was also concerned about the condition of the property in particular that the property needed repairs in cracks to the side wall and that the property needed a new gutter at the front and the felt roof on the rear extension needed replacing. The main roof also needed overhauling. The Applicant also proposed to erect a new fence to the side of the property between 317 Hall Lane.

(iii) Mr. Dedman advised the Tribunal that both he and his brother own a number of properties and his brother Nigel (who also attended before the Tribunal) was a builder, and they had renovated other properties and as a result they had a professional knowledge of what was required at the premises. Mr. Clive Dedman had then contacted the applicant. Mr. Dedman informed the Tribunal that he had experienced some difficulties in explaining the situation to the Respondent (as English was not her first language) and he had found it difficult to explain what works were necessary in order to preserve the property. The Applicant cited by way of example the fact that when he had explained that the roof of the extension required repair, Mrs. Ahmed had stated that the roof did not affect her, and as a result he formed the view that she did not appreciate the requirements under the terms of the lease, and as a result of this Mr. Dedman carried out further discussions with the Respondent's son, Ansub who acted on her behalf. The Applicant stated that he had spoken with either the Respondent or her son about 4 or 5 times on the telephone.

(iv) The Applicant stated that because of difficulties in getting a response, and also the fact that The Applicant had, been advised of problems that the previous owner had had in obtaining a response from the Respondent to demands for ground rent and the difficulties in getting the rubbish removed from the garden, Mr. Dedman had served a Section 20 Notice, of intention to carry out work. The Applicant informed the Tribunal that this was hand delivered on 1st April 2006, at the Respondent's home address (which is 52a York Road which is not far from where the Applicant resides). The Applicant did not see the Respondent or her son, but clearly re-called leaving an envelope with the notice, in the Respondent's porch at the address referred to above. No direct response was received to the notice and despite subsequent telephone calls to the Respondent's son, neither the Applicant nor the Respondent referred directly in telephone conversations to the notice. On 6th May the Applicant served statement of estimates, again these were hand delivered and despite ringing the doorbell the Applicant received no reply and left the document in an envelope in the porch.

(v) The Applicant gave evidence that after this he had telephoned the Respondent and spoken with her directly and formed the view that the Respondent did not appreciate what was going on; as a result the Applicant telephoned Ansub Ahmed the respondent's son and agreed to meet at the property to discuss the work that needed to be carried out. (The Tribunal were not informed of the date this meeting was due to take place but it was sometime after 6/5/06.) It was unfortunate that due to a mix up, The Respondent and her son attended the property at 9.am and the Applicant did not reach the property until 11.am, by which time the Respondent had gone.

(vi) The Applicant formed the view that it would not be beneficial to try and schedule another meeting and served a Notice of reasons for awarding a contract to carry out works dated 6 June 2006. The Applicant again served the notice by hand, (he re-called that this was when he picked up his daughter from school). He stated that the Respondent had a letterbox, which was to the Right- Hand side and a porch door, which was open, and he left the letter on the mat inside the porch. The Tribunal questioned the Applicant as to the reason why he considered it necessary to commence the work without giving the Respondent further opportunities to respond to his request for consultation. He cited a previous occasion when he had needed to contact the Respondent concerning an open manhole cover; the Applicant considered that the response had been slow. He had also had been advised by the previous Freeholder of difficulties that they had experienced in collecting ground rent from the Respondent, which had then been dealt with by a solicitor on the previous freeholders behalf. As a result the Applicant formed the view, based on his past experience, and what he had been told (by the previous freeholder) that the Respondent was unlikely to respond to further letters.

(vii) The Tribunal asked the applicant whether he had spoken directly with the Respondent, about the notice, or to confirm that the notice had been received. Although he had had conversations with the Respondent and her son the Applicant stated that he had not directly referred to the notice. The Applicant informed the Tribunal that it had been necessary to serve the invoices for the work before the work was completed because of cash flow problems. After the work was carried out the Applicant invited, the Respondent's son, Ansub to come and inspect the work.

(viii) The Tribunal asked for details of the work which had been carried out and were informed that the following work had been undertaken-:

a) The Fence consisted of 6ft panels, these were renewed which included the purchase of 12 -13 panels.
b) Re-pointing of an exterior brick wall, 75% on elevation A (The different sides of the property had been referred to on the plans by the Tribunal as elevation A, B and C) and 100% on elevation C (as identified from the plans). The Applicant had kept the cost down by using his brother Nigel's own tower.
c) The Applicant had also used an expansion strip on elevation A, which was buff in colour.
d) The flat roof at the back of the rear addition, which was about 30 feet by 14 feet, had needed re-felting (guarantees had been provided for this work) which had required the roof to be stripped back to the boards.
e) The main tiled roof had been overhauled 50 slates were replaced with matching second hand slates
f) Work to the soffit fascia boards and rainwater goods at the side and also associated masonry work.
g) External painting of the woodwork and pebbledash.
h) Some of the work such as plumbing, electrical and internal decorations had been carried out by the Applicant's brother.

(ix) The Tribunal were informed that the contractors had been selected based on the Applicant and his brothers knowledge of the work of contractors, and also contractors who the Applicant's had heard of, but never used before. Of the builders asked to give estimates two of them Camp roofing and GM builders had not been used by the Applicant, whilst J Laws Roofing Ltd and R& D Builders had been used by the Applicants. The work was awarded to J Laws Roofing ltd and R& D Builders, based on the estimates and the Applicant's knowledge of their work.

(x) In cross-examination the Respondent's son asked the Applicant about the companies from which estimates had been sought, and why they were not Vat registered, the Applicant asserted that some of the companies were registered, and that it was a matter for the company, whether or not it was registered. Ansub Ahmed (on the Respondent's behalf) also queried why the letters were hand delivered as opposed to being registered, as there was no proof of postage. The Applicant referred to the two letters sent by Coldham Shield Solicitors dated 15.11.05 and 20.1.06, which.the Respondent had denied receiving, he stated that he considered hand delivery to be more effective. Ansub Ahmed also queried why the Applicant had not turned up at the meeting, which had been arranged (after 6/5/06), and the Applicant again reiterated that this was due to a mix-up, concerning the meeting time.

(xi) The Respondent's Case

(xii) (The Respondent was assisted in presenting her case by her son, Ansub Ahmed.)

(xiii) The Respondent's defence to the claim was set out in paragraph 2 and 3 of the Statement of the Respondent Surayia Parveen. The Applicant's evidence in her statement was that she had never been consulted about any maintenance works, and that she was completely oblivious of the Applicant's intention to carry out work, and that no intention to carry out work was served on her, and that she had taken advice on section 20 and the Common hold and Leasehold reform Act 2002, and was informed that the effect of the applicant's failure to serve the notice was that her contribution was limited to £250 towards the cost of the work.

(xiv) The Respondent's son, stated on her behalf that, they had had a telephone conversation with the Applicant concerning works which the Applicant considered to be necessary at the premises, Ansub Ahmed, who was a builder, did not agree that all the work was necessary, he arranged an appointment with the Applicant to inspect the property, and the Applicant did not show up, as far as he was concerned the next communication was a letter dated 7th July 2006 which stated-:

(xv) *"As you know we as the freehold/landlord have been carrying out repairs to the property as a whole. This has been necessary to preserve our/freeholders reversion and under the terms of your lease you are liable for these cost at a proportion of 50%."*

(xvi) On the Respondent's behalf it was asserted that the letter made no mention of Section 20 and attached to it was a copy of the insurance premium, the letter had been placed in the porch, the Respondent's had then paid their share of the insurance premium.

(xvii) The Respondent disputed receiving any of the notices and also pointed out that there was more than one Mr. Ahmed at the property. However when asked by the Tribunal whether other people had shared the accommodation at 52a York Road, Ansub Ahmed confirmed that he had lived at the property with his brothers and now lived with his mother and his wife and son. In 2002, and up to the time of the building works, when his brother lived there, correspondence was often being misdirected amongst family members. It was possible that his brother had opened the letter by mistake and had not advised Mr. Ahmed or his mother of the contents. He recalled conversations about the opened manhole cover and the unpaid ground rent, but did not recall any conversations about the works being undertaken at the property.

(xviii) The Tribunal asked about whether he had visited the property he could not recall, but he was aware that works were being carried out to the flats but thought that this was limited to the refurbishment of the premises owned by the Applicant, rather than the building as a whole. The Respondent's son was asked whether he owned any other properties. He informed the Tribunal that he did, and was experienced in

carrying out work, and the Respondent's son was also a builder by trade. He was asked about each of the items of work set out in the cost of repair schedule at page 30 of the bundle. Whilst he did not agree that all the work was necessary, he did not consider any of the cost unreasonable, if the work had been carried out, as described to the Tribunal.

(xix) The Respondent had not paid the ground rent, as they had not been advised of whom to pay it to, after the transfer of the freehold; the Respondent's son cited their prompt payment after the Applicant had asked for payment of the insurance premium. The Tribunal were informed that had the notice been correctly served and the Respondent been given the opportunity to consult then they would had made payment.

8. The Decision of the Tribunal

1) The Tribunal decided on a balance of probabilities that the Section 20 notices had been served and that the Respondent had had an opportunity to be consulted concerning the work, the Tribunal considered that the notice may well have gone astray but in a the context of more than one adult member of the family, it would have been reasonable for the letter to have been brought to the Respondent's attention.
2) The Tribunal also considered that as, The Respondent was a Landlord responsible for the upkeep of the building, it would have been reasonable for the Respondent to visit the property and to have had actual notice of what was required and the on-going work.
3) The Respondent had the opportunity to present the Tribunal with alternative estimates for the work, which she had not done. The Tribunal considered the work outlined by the Applicant's and had also asked Ansub Ahmed as a builder to consider it, which he had done. Ansub Ahmed had accepted that if all the work that the respondent's had claimed had been done, was in fact carried out, that cost of the work was reasonable. The Tribunal was presented with no evidence, which disputed the nature or standard of the work.
4) As the Tribunal did not have a copy of the Respondent's lease, or evidence of any terms that contradicted the percentage claimed by the Applicants, The Tribunal determined that the claim for service charges for a contribution to the work was reasonable.
5) Accordingly the sum of £4,250 is payable by way of service charges on account of works carried out during the period 2006.

6) The Tribunal considered that there was no specific provision in the lease which would entitle the Applicant to interest, and for that reason the Applicants claim is limited to the amount set out in 8(5) of the decision.

CHAIRMAN.....

DATE 19-3-07

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RESIDENTIAL PROPERTY TRIBUNAL SERVICE

LEASEHOLD VALUATION TRIBUNAL

Case number : CAM/22UN/LIS/2006/0013

Property	:	**12 Churchill Court, Parkeston Road, Harwich CO12 4NU**
Application	:	For determination of liability to pay service charges for the year 2005–06 [LTA 1985, s.27A]
Applicants	:	Mrs Brenda Joyce Feaviour, 12 Churchill Court, above Mr & Mrs W Adams, 9 Churchill Court, above
represented by		Mrs Adams & Mrs Feaviour in person
Respondent	:	Tendring District Council, Housing Services, Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE
represented by also present (witnesses)		Margaret Geale, Principal Solicitor, Tendring District Council Richard Harvey, Asst Head of Housing Services David Black, Housing Estates Manager Emma Norton, Tenant Relations Manager Richard Davies, Building Surveyor

DECISION

(Handed down 2nd May 2007)

Hearing date	:	19th April 2007, at the Tower Hotel, Dovercourt, Harwich
Tribunal	:	G K Sinclair, E A Pennington FRICS, P A Tunley

Decision

1. For the reasons which follow the tribunal determines that the Applicants are liable to pay their due proportions, as assessed by the freeholder, of the costs of installation of the high security doors (which were the subject of an earlier section 20ZA determination)

and of the roof repairs and other associated works carried out in the relevant service charge period. As the lease makes no provision for recovery by the freeholder of such costs the application under section 20C is irrelevant. The tribunal recognises that the Applicants are of modest means, but it has no power to alter the contractual relationship between the parties and in particular may not set down a new timetable for payment which differs from that prescribed in the lease.[1]

Background

2. The freeholder, Tendring District Council, was anxious to carry out various repairs and improvements to this and other estates in its ownership. One improvement which it was keen to introduce was the installation of high security steel doors in place of the existing more flimsy and easily damaged wooden doors to the communal entrances. A contractor had been engaged after the task had been put out to tender – but on a district-wide basis. This did not accord with the statutory consultation process required by section 20, viz a consultation with the service charge payers in the particular charging unit (estate or building). The council therefore applied to the tribunal for dispensation (application ref CAM/22UN/LDC/2005/0002). The current Applicants were amongst those named as Respondents and served with the proceedings. They chose not to respond or take part. Dispensation was duly granted by a Decision dated 27th April 2005. The security works were then undertaken, but very soon came under sustained attack by some tenants or others. Although the council has not sought to recover the costs of repairing the doors following their installation it is their initial cost and reasonableness which forms part of the current application.

3. At the same time the freeholder was anxious to carry out external decoration and any necessary roof repairs. Scaffolding was erected so that investigatory work could take place, following which there were separate consultation processes for the roofing works and the external decoration and guttering repairs/replacement. Contracts were awarded to separate companies. The first stage of the roofing contract was not performed to the council's satisfaction and so a second contractor was appointed to finish the work to the first two adjoining blocks (including that containing both Applicants' flats) and then carry on and do the whole of the work on the remaining blocks. No complaint was made about the consultation process, merely the quality of the work done and the length of time during which the Applicants had to put up with scaffolding in front of their windows.

Relevant lease provisions

4. By clauses 1 and 2(a) of and the Fourth Schedule to the respective leases the lessee covenants "...to pay by way of additional rent a sum or sums of money equal to a fair and proportionate part of the costs and expense which the lessor may expend in repairing improving or maintaining the building..." The landlords' responsibilities for maintenance, repair and redecoration of the main entrances, passages, landings, etc. of the building are set out in clause 3(4) and (5) of the respective leases, the items being particularised in the Fourth Schedule. In particular, paragraph 1(d) of the Schedule refers to "any controlled door entry system...now or hereafter in or upon the building".

[1] See *Southend-on-Sea Borough Council v Skiggs & others* [2006] 21 EG 132 (Lands Tribunal)

Applicable law

5. The tribunal's powers to determine whether an amount by way of service charges is payable and, if so, by whom, to whom, how much, when and the manner of payment are set out in section 27A of the Landlord and Tenant Act 1985.[2] To a great extent the answers to these questions are to be found by the tribunal interpreting the lease provisions. In *Southend-on-Sea Borough Council v Skiggs & others*[3] the Lands Tribunal specifically disapproved the attempt by the Leasehold Valuation Tribunal in that case to ease the financial burden on the tenants by including in its order a payment schedule which differed from that prescribed by the lease. Please also note sub-sections (5) & (6), which provide that a tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment, and that an agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement)[4] is void in so far as it purports to provide for a determination in a particular manner or on particular evidence of any question which may be the subject of an application to the Tribunal under section 27A.

6. The overall amount payable as a service charge continues to be governed by section 19, which limits relevant costs :
   a. only to the extent that they are reasonably incurred, and
   b. where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard.

Inspection and evidence

7. The tribunal inspected the premises at 10:00 on the morning of the hearing. Also present for part of the inspection were Mrs Adams and Mrs Feaviour, who showed the tribunal the large communal front door and side panel, the two smaller doors to the front and rear of the lower ground floor, and the door to the bin store next to the rear door. The two entrance doors on this floor are secured by a mortice bolt and accessed by a key from the outside and a knob on the inside. The bin store is secured by a mortice lock and accessed by the same key. The main entrance door, however, is controlled by a push button entry system; the door being released by switching off the current to two electro-magnetic locks. It had been reported to the two leaseholders that a well-aimed kick would open the door, although neither had witnessed this. The sharp application of force by the tribunal did not achieve the same result.

8. The tribunal was also shown outside the rear entrance to the Applicants' block of six flats. Being in a corner, wind blew dirt and rubbish into this area and it tended to remain, amongst other things blocking the surface water gulley and drain cover. As a result, the tribunal was told, water accumulated, flowed under the new door and flooded the lower ground floor from time to time. The single external bulkhead light illuminating this secluded area was pointed out by the leaseholders.

9. Alone, the tribunal walked the estate and tested the doors. Of the total of six lower rear

2 As introduced by the Commonhold and Leasehold Reform Act 2002, section 155(1)

3 [2006] 21 EG 132

4 Eg. provisions in a lease stating that the landlord's accountant's certificate shall be conclusive, or that any dispute shall be referred to arbitration

entrance doors tested two had had the internal bolts removed, thus allowing free access to the relevant blocks from the dark, relatively unobserved rear yard. Another two locks had some give in them (perhaps some 4–5mm), whether as a result of poor fitting or maltreatment. Only two out of the six doors (one being in the Applicants' block) were firm and secure.

10. Apart from some garages to the rear, the wind-blown untidiness of parts of the rear yard, and the low wooden railings along the front – some of which were broken and none of which had been painted, stained or otherwise treated for some considerable time, the estate looked reasonably well-maintained.

11. The hearing commenced at 11:20. The Applicants' principal objections were :
    a. That they were being asked to pay a lot of money for so-called security doors which were anything but, and which had become instead a target for vandalism
    b. That the cost of the external decoration and roofing repairs was excessive, as the scaffolding had been left in place for a very long time – from August to Christmas – rather than weeks
    c. That the quality of the door installation and the decoration was poor
    d. That the share they were being asked to bear was not proportionate..

12. The freeholder countered by explaining :
    a. That the systematic campaign of vandalism against the doors in some of these blocks was wholly exceptional – it had not been experienced elsewhere in the district. As a result of evidence being obtained a possession order against one tenant had been granted and was very shortly to be enforced by eviction, several other tenants had been given formal warnings, and one other tenant had been charged by the police and was awaiting prosecution. Secret surveillance had been undertaken for short periods by hidden CCTV cameras. Residents had been written to, warned of the consequences of such behaviour, and urged to provide evidence where possible. The cost of repairs necessitated by this high level of vandalism was being absorbed by the council and not passed on to leaseholders.
    b. As scaffolding was needed both for investigatory purposes as well as the carrying out of external decoration and roofing repairs a special deal had been struck with the supplier, as a result of which there were no additional costs for the extra time needed to engage a second roofing contractor to correct the first contractor's work and complete the original contract works. As the Applicants' block was the first to be started the scaffolding was up for much longer than the later blocks, which only had the second contractor working on them.
    c. Mr Davies, the council's building surveyor , stated that he thought the decorating was done to a reasonable standard, with just some paint specks and roughness to railings, etc, which he did ask the decorators to re-do. These were just normal snagging problems. He took note of the allegations of poor fit to the doors, and said that he was already aware of a problem with the rubber gaskets securing the perspex panes in the doors and was speaking with the manufacturer about finding a better solution
    d. The amounts being asked of the leaseholders were their exact share of the costs per block. As there are six flats per block each leaseholder is being asked to pay one sixth. The council bears the cost for each of its own secure tenants.

13. Although he had not filed any witness statement Mr Richard Harvey, Assistant Head of Housing , offered and was allowed to give further information and answer questions. Dealing with the unusual and extensive vandalism, he said that the council could replace a lock in a timber door very quickly (overnight), but it would then be vandalised again. The council had therefore gone to its tenants' panel and had agreed to deal with the problem by giving warnings. The council's intention was to try to work with the police and deal with the perpetrators. At Churchill Court, when the council put the new doors in the locks were vandalised very quickly. It was decided not to replace the locks but to deal with the problem by the covert gathering of evidence (by CCTV camera) to catch the offenders.

Discussion and findings

14. Having read and listened carefully to the evidence and inspected the premises for itself the tribunal is satisfied that :

a. The installation of high security doors was a reasonable step to take, given the council's positive experience elsewhere in the district, and that the cost of so doing was reasonable for the number and size of doors and side panels involved per block. The campaign of vandalism targeted quite deliberately at the doors, apparently by persons with their own key access to the buildings, came as a shock to the council and it has done its best to tackle it. Recognising that this is not the fault of the leaseholders liable to pay service charges, the council has agreed so far to bear the cost of repairs itself. Under the lease it cannot recover the cost of the additional management time devoted to the investigations, liaison with police, and bringing of possession proceedings, but waiver of the cost of repairs is an added bonus

b. The tribunal accepts that the additional time during which the scaffolding had to be kept in place must have inconvenienced the residents of the blocks in question, but this was due to no fault on the part of the council. Further, it had had the foresight to secure a deal preventing any overrun costs from accruing.

c. The tribunal is satisfied with the quality of the decoration and, generally, with the installation of the doors. Mastic is not the most attractive or professional-looking of finishes, and the draughts under the doors and around the frames are noted, but it must be borne in mind that these are doors to unheated common parts, not the front doors of individual flats.

d. The tribunal is satisfied that the cost has been apportioned correctly. The intention of the lease is that each leaseholder shall pay his or her fair share of the total; not some discounted proportion of their true share. While the amount sought is sizeable, the council has offered to accept payment spread over a period of time. This is a generous variation of the terms of the lease which the freeholder, but not the tribunal, may offer to the leaseholders.

15. For the above reasons the applications, insofar as they seek a reduction in the amount claimed, are dismissed. What they have achieved, however, is a degree of dialogue with and explanation by the council that – for whatever reason – had not existed hitherto.

Dated 2nd May 2007

Graham Sinclair – Chairman
for the Leasehold Valuation Tribunal