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**Residential
Property**
TRIBUNAL SERVICE

REF: LON/00AU/LDC/2007/0048

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

LEASEHOLD VALUATION TRIBUNAL

LANDLORD & TENANT ACT 1985 SECTION 27A AND 20ZA

PROPERTY: 37 NORTHDOWN STREET, LONDON N1
9BL

APPLICANTS: (1)ANDREW LLOWARCH
(2)NICOLA LLOWARCH

RESPONDENT (1)MR V.S. AND MRS K.K. AMRIT (Flat 1)
(2)MS. A. KOLLITSIS (Flat 2)

APPEARANCES: MR A.R. LLOWARCH (In Person)

DATE OF HEARING: 22 NOVEMBER 2007

**DATE OF FURTHER DIRECTIONS:
BY THE TRIBUNAL** 22 NOVEMBER 2007

DATE OF DECISION: 22 JANUARY 2008

MEMBERS OF TRIBUNAL MR S. SHAW LLB (HONS) MCI Arb
MR D. EDGE FRICS
MR D. WILSON JP

DECISION

Introduction

1. This case involves two applications, both made pursuant to the provisions of the Landlord and Tenant Act 1985 (“the Act”). The applications are made by Mr A.R and Mrs. N.G. Llowarch (“the Applicants”) who are the freehold owners of the property at 37 Northdown Street, London N1 9BL (“the property”). That property comprises a basement flat (Flat 1), a ground floor flat (Flat 2) and a further flat on the first and second floors (Flat 3). The basement flat is held on a long lease by Mr and Mrs Amrit (the First Respondents). Mr and Mrs Amrit are not in occupation and it appears that the flat is currently tenanted. The position in relation to the ground floor flat (Flat 2) is that a Head Lease dated 2 June 1982 is held by a Ms Alexandra Kollitsis (the Second Respondent) and there is a further Underlease carved out of that Head Lease which is dated 14 July 2005 and which is again held by the Applicants, Mr and Mrs. Llowarch. That intermediate Head Lease exceeds the Underlease in its term by just 1 day. That flat too is currently tenanted by third parties.
2. As will be apparent from the description of the property emanating from the Tribunal’s inspection below, the property has been neglected for many years and the Applicants, who own both the freehold and the leases in respect of two of the flats, wish to carry out necessary works of maintenance in order to preserve the fabric of the property. They

have been handicapped however in making any contact with the First Respondent, for reasons to be set out below. The Second Respondent lives abroad and has a very limited interest in the property, as will be expanded upon below.

3. The applications made are for an order pursuant to section 20ZA of the Act for a dispensation of consultation requirements which would otherwise apply under section 20 of the Act, and further for a determination pursuant to section 27A of the Act to the effect that the costs to be incurred in respect of the works are reasonable and that it is reasonable for those works to be carried out.
4. The matter came before the Tribunal on 17 October 2007 when directions were given by the Tribunal as to the further conduct of this matter. On that occasion the Applicants appeared in person but neither of the Respondents appeared, nor were they represented.

Hearing

5. A hearing of both applications took place on 22 November 2007. On that occasion Mr Andrew Llowarch appeared for himself and his wife, the second named Applicant. Once again, there was no appearance by, nor representation of, any of the other Respondents. It is proposed to deal with the application made pursuant to section 20ZA first and thereafter to deal with the section 27A application.

Application to dispense with consultation requirements

6. The first named Applicant explained the position in respect of title concerning the various interests in the property, as set out above. He informed the Tribunal that prior to May 2006 the leasehold interest in Flat 1 had been owned by a Mr Singh. Then, apparently in 2006, it was transferred to the first named Respondent. It was necessary for the Applicants to deal with Mr Singh for the purposes of service charges, insurances etc, but they were told that they in turn should deal with his managing agent, who was Mr Amrit. Accordingly they did deal with Mr Amrit, first as agent for Mr Singh and then as actual leasehold owner of the flat.

7. However, after the sale of the flat to Mr Amrit, it has apparently been impossible to make contact with him. Neither he nor his wife occupied the flat but apparently let it to a man called Mr Rizk. Mr Rizk also seems not to be in the flat on a regular basis and indeed there were other people occupying when the members of the Tribunal visited the premises for inspection purposes. The first named Applicant has however met Mr Rizk and has frequently asked him how he, the Applicant, can get in touch with the first named Respondents. The Tribunal was informed that Mr Rizk tells the Applicant that he will "get back to him" but never does.

8. In an effort to trace the whereabouts of the first named Respondents, the Applicants engaged the services of enquiry agents, namely Harper Agency, the proprietor of which

agency is a Mr M.A. Bruni. The Respondents produced before the Tribunal a letter written to them dated 19 July 2007 by Mr Bruni in which he states that:

“I have taken every conceivable step and used every means possible to me to track down the whereabouts of the Amrits, unfortunately I have not succeeded. Each and every step of the way I have simply been blocked.”

9. Although the rest of the letter gives various pieces of advice to the Applicants as to steps they might take in the litigation route, it is laconic in terms of specifying exactly what steps and means were taken and employed by Mr Bruni in his investigations.

10. So far as the second named Respondent is concerned, the Applicants wrote to her at her home address in Denmark. She has written a letter dated 9 October 2007 to the Tribunal to the effect that she had been asked by her father, when she was in university in the early 1980s, to sign various documents relating to the property, which she had done but that otherwise she knows very little about the property. She says that she is a working mother with two small children and has no further interest in getting involved in this matter. She urges the Tribunal to “release me of the burden of this case” and to ask for no payment in doing so.

11. As indicated, the second named Respondent is involved, insofar as she is the holder of a Head Lease which has been granted by the freeholder, but that Head Lease has itself had an Underlease carved out of it which is for a term of only 1 day less than the Head

Lease. That Underlease is held by the Applicants themselves. As set out in the statement accompanying the application by the Applicants:

“Technically we as the freeholder should claim payment for any works/ ground work etc from the Head Leaseholder who should then seek payment back from ourselves as owners of the Underlease. In reality, the Head Leaseholder does not become involved.”

12. Because of the nature of the interest, the Tribunal does not see the second named Respondent as being significantly prejudiced by any dispensation in respect of the consultation requirement. In reality she will not be asked for any contribution because the claim would only then be relayed back to the Applicants, wearing their hats as Under Lessees.
13. So far as the first named Respondents are concerned, the Tribunal was not unsympathetic to the application but felt that it needed a little more information than was revealed in Mr Bruni's letter. Accordingly the hearing was adjourned to enable the Applicants to obtain a better statement from Mr Bruni, such statement to be obtained by no later than 6 December 2007.
14. In the event, the Applicants have prepared some further documentation under cover of a letter dated 5 December 2007. One of the further documents is a letter from the Harper Agency dated 28 November 2007, which is unhelpful in that Mr Bruni says that he has shredded his files and requires further documentation from the Applicants themselves in

order to give a further statement, for which he will charge further fees. However, the further correspondence supplied does include a fee note together with a covering letter, both dated 26 July 2007 which identifies some of the further steps taken as:

- (i) utilising and recruiting classified and confidential resources in connection with Mr Amrit's mobile number;
- (ii) tracking mobile numbers to an address at Trafalgar House;
- (iii) attending Trafalgar House and interviewing staff there to learn that they are no longer at that address;
- (iv) reporting that the address at Trafalgar House was a post box or post drop (not a bona fida office address);
- (v) attempting to trace Hygeia Mortgages and Finances (a company with which the first named Respondent was thought to be involved);
- (vi) contacting Northern Rock plc.

15. It was in fact the contact with Northern Rock which inadvertently produced an address in Stanmore for the first named Respondent, which is another possible contact address which the Applicants have tried unsuccessfully to get some response from those Respondents.

16. The upshot of all these inquiries is that Section 20 Notices have, as understood by the Tribunal, now in any event been served upon four separate addresses in an effort to reach the first named Respondent, that is to say:

- (i) Flat 1, 37 Northdown Street, London N1 9BL;
- (ii) Trafalgar House, Grenville Place, London NW7 3SA (a previous business address);
- (iii) 70, Braithwaite Gardens, Stanmore, Middlesex HA7 2QH (the address referred to above);
- (iv) care of Northern Rock plc, Northern Rock House, Gosforth, Newcastle upon Tyne, NE3 4PL, requesting that Notices be forwarded.

17. Not a single one of these attempts to stimulate a response from the First Respondents has made with any success. The further information now provided to the Tribunal is such as to satisfy the Tribunal that reasonable steps have now been made by the Applicants to make contact with the First Respondents and that moreover contact has indeed been made with the Second Respondent and that she has indicated no interest to be further involved in this matter. The particular works to be carried out are, in the view of the Tribunal, reasonable in their nature (for reasons to be expanded upon below) and in all the circumstances the Tribunal is satisfied that it is appropriate to make, and does make, an order dispensing with the consultation requirements relating to these works, notwithstanding that they are qualifying works for the purposes of the Act.

The application made pursuant to section 27A of the Act

18. As indicated above, the members of the Tribunal inspected the property on 22 November 2007. The inspection confirmed historic neglect in terms of general maintenance. The Tribunal had been shown quotations for a schedule of works principally to the main roof, the rear elevation above the flat to the first floor and rear flat roof, decorative and maintenance works to the front elevation (including the basement light well and balconies and works in the shared common hall and ground floor internal areas). Those quotations have been obtained from four separate firms or companies of contractors. Three of the estimates were within the range of £72,000 - £80,579. It seems to the Tribunal that these were extremely high estimates from contractors who must not have been especially interested in carrying out these works. A fourth estimate was obtained from K.C. Roberts & Co. Ltd which amounted to £19,718.30. To this sum two further sums had to be added. The first was a sum of £450 for repairs to the rear right hand stairwell ceiling on the second floor. The second further figure is a sum of £3,500 to erect scaffolding and some form of protective covering over the roof whilst the works are taking place. This produces a total figure of £23,668.30.
19. The first named Applicant told the Tribunal that there had been a history of leakages from the main roof and that patching repairs only had been carried out. There had been leaks to the rear bedroom and stairwell and there was some sagging in the rafters.

Although there had been no recent leakages, the work was intended to pre-empt future leaking and potentially much more expensive repair works.

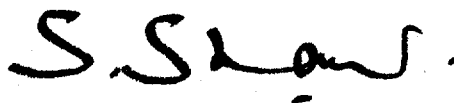
20. Although the members of the Tribunal were not able to obtain access to the main roof, there were clear signs of the historic leakages of the kind complained of by the first named Applicant and the other items of repair listed in the tender document completed by K.C. Roberts & Co. Limited, all seemed to the Tribunal justifiable and necessary on the basis of the condition of the property as appeared on inspection. The figures there quoted, in the experience of the Tribunal, did not appear to be unreasonable and in all the circumstances, once again, the Tribunal is satisfied on the basis of the information and evidence before it, that the works proposed are themselves reasonable and that the costs estimated are reasonable for the purposes of the Act.

Conclusion

21. For the reasons indicated above, the Tribunal determines that it is reasonable for the purposes of section 20ZA of the Act to dispense with the consultation requirements in relation to these works. Furthermore, the works as identified and quoted in the tender document of K.C. Roberts & Co. Limited, produced in the bundle of documents put before the Tribunal for the purposes of this application and totalling £19,718.30 also are deemed reasonable by the Tribunal, together with the further sums of £450 and £3,500, as mentioned above. The total sum therefore is £23,668.30. The Tribunal would wish to emphasise that this finding is upon the basis of the information before it at present;

the documentation at present supports estimates only and it is possible that there may be variations either upwards or downwards from these figures, which it would be open to any of the parties to revert to the Tribunal upon for a further determination in respect of reasonableness. Moreover, none of the Respondents is precluded from making their own applications under section 27A of the Act, should they take the view that the works, when carried out, have been completed in an unsatisfactory fashion so as to render them unreasonable or in a manner not reflecting proper value for money, which again would be a further matter for reasonableness under the Act.

Legal Chairman: S. Shaw

A handwritten signature in black ink, appearing to read 'S. Shaw', with a horizontal line under the 'w'.

Dated: 22 January 2008