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**RESIDENTIAL PROPERTY TRIBUNAL SERVICE**

**LEASEHOLD VALUATION TRIBUNAL FOR THE LONDON RENT ASSESSMENT PANEL**

**CASE REFERENCE : LON/00BG/LDC/2007/0080**

**IN THE MATTER OF SECTION 20ZA OF THE LANDLORD AND TENANT ACT 1985**

**Premises:** Lakeview Estate, Beatrice Webb House, Bunsen House,  
Elton House, Ingram House, Sandall House Waverton House,  
Wilmer House, Winford House & Hooke House, London E3

**Parties:**

**Applicant** Old Ford Housing Association

**Respondent** The Lessees of the various premises referred to above

**Tribunal Members:** Mr A A Dutton Chair  
Mr D D Banfield FRICS  
Mrs G V Barrett JP

**Date of Application** 14 December 2007

**Date of Determination** 21 February 2008

**Date of Decision** 3 March 2008

## REASONS/DECISION

### A. BACKGROUND

1. This application was made by Old Ford Housing Association under s20ZA of the Landlord and Tenant Act 1985 for dispensation from certain requirements relating to consultation contained at s20 of the Act.
2. In a statement lodged with the Tribunal at the end of January 2008 the Association confirmed that the works related to refurbishment of 18 common area passenger lifts on what is known collectively as the Parkside Estates in London. There are apparently ten blocks which were constructed between 1965 and 1975 under the then ownership of the London Borough of Tower Hamlets.
3. The full scope of the works were set out in a lengthy specification and included amongst other things, the replacement of original equipment, for example, the motor and gear box and gear operating equipment and replacement of door protection equipment.
4. We were told that the works were initially programmed to be carried out over a five-year period but following more detailed surveys undertaken by Butler and Young, specialist lift contractors and also Zurich Insurance in November of last year, it became apparent that works were required more urgently.
5. The Notice of Intention to enter into a qualifying long term agreement under the regulations had been served in September 2007 expiring on 21 October 2007. No observations were received in response to this Notice.
6. Following the further investigations, as mentioned above, it was decided to remove the lift works from the larger programme and to carry out the works within a 15 month contract period. Accordingly a second Notice of Intention was issued in November with an expiry date of 29 November 2007 inviting observations but again no observations or nomination of contractors was made.
7. We were told there was no recognised Residents Association but that the Applicant was working closely with the Residents Federation and Parkside Estate Resident Group. In addition a representative from the Federation will form part of the lift contractor specialist panel.

8. Under a heading "Why it is considered inappropriate to go through the full consultation procedure?" the Applicants set out the steps they had taken and the timescales. We were told that emergency repairs are required to several of the lifts, as highlighted by the Zurich Insurance and there was a concern that failure to undertake the works within a reasonable time could result in the lifts being removed from service which would clearly be detrimental to those residents in particular, who resided in the high rise blocks. It should be noted that five of the blocks in question are over twelve floors high, serving approximately 395 flats.
9. In the extensive bundles provided there were copies of reports from Zurich in respect of thirteen lifts. A review of these reports indicated that in at least eight cases there were defects that required action before further use.

## **B. THE LAW**

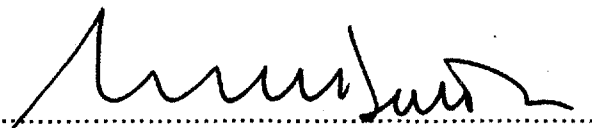
10. The consultation requirements set out in s20 of the Landlord & Tenant Act 1985 are contained in the Service Charges (Consultation Requirements) (England) Regulations 2003. These are clearly works that would require adherence to those regulations. However by virtue of s20ZA of the Act which states as follows:

*"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"* we have the power to dispense with all or some of the consultation requirements.

## **C. DECISION**

11. We have considered the relevant papers submitted by the Applicants in this case. It does appear clear, particularly from the Zurich Insurance Inspection Reports that there are a number of defects with these lifts that need attention in a quicker timescale than would be envisaged by a five year repair plan. Indeed as we have stated above there are at least 8 lifts which require immediate attention before the Insurers advise they should be operated. Clearly those Lessees living in tower blocks of 12 or more floors would be greatly inconvenienced if the lifts serving their block were out of operation for even a short period of time. We noted also that no Lessees had raised any objections when the original Notices had been served not indeed when the later ones were provided in November of last year. We accept that it is probably unlikely that an individual lessee would be in a position to recommend an alternative contractor for works of this nature.

12. We do not believe that prejudice is caused to the Lessees by agreeing to the Applicants dispensing with the further requirements of s20 in these circumstances. We are told they are now in receipt of tenders and accordingly we agree they may dispense with the requirement to carry out the post-tender consultation and notification procedures due to the urgency of the works.

A handwritten signature in black ink, appearing to be 'M. J. ...', written over a dotted line.

Chairman

Dated 31 March .....2008