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HM COURTS & TRIBUNALS SERVICE

**LEASEHOLD VALUATION TRIBUNAL**

**Property** : Birch Apartments, Chalanor Grove, Wakefield WF1 4ST

**Applicants** : PARKLANDS (WAKEFIELD) MANAGEMENT LIMITED

**Respondents** : LEASEHOLDERS OF 19 FLATS AT BIRCH APARTMENTS

**Case number** : MAN/00DB/LDC/2012/0009

**Date of Application** : 6 July 2012

**Type of Application** : Landlord and Tenant Act 1985, section 20ZA: application to dispense with section 20 consultation requirements

**The Tribunal** : A M Davies LLB (chair)  
E Thornton-Firkin BSc MRICS

**Date of decision** : 7 August 2012

**DECISION**

The requirement for the Applicant to consult pursuant to section 20 of the Landlord and Tenant Act 1985 in relation to roof repairs at Birch Apartments, Chalanor Grove, Wakefield is dispensed with under section 20ZA of the said Act.

**REASONS**

1. Section 20ZA of the Landlord and Tenant Act 1985 as amended (the Act) provides that  
*"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.....the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements."*  
The Tribunal is satisfied that it is reasonable to dispense with the consultation requirements for the reasons given below.

2. Birch Apartments is one of 5 new build residential blocks erected some 6 or 7 years ago on the grounds of the former Stanley Royd Hospital in Wakefield. It contains 19 flats. From February to April 2012 the occupiers of flats number 14, 15, 16, and 17 reported water ingress and damage to the interiors of their flats. On investigation it was found that the lead flashing had been installed incorrectly in the roof valleys above flat numbers 15 and 16, and that the lead flashing around the collar of the vertical boiler flues to flats 14 and 17 was also defective. The Applicant investigated the possibility of obtaining remedial action by the builders or insurance cover under the NHBC Scheme but found that neither course of action was available. Estimates for rectification work were obtained and this application for dispensation was submitted.
3. The leases under which the Birch apartments are held contain service charge provisions at Schedule 4. Clause 5 of the lease contains a covenant by the Applicant to provide the services set out at Schedule 4, which include repair and maintenance of the common parts of the building known as Birch Apartments. Each leaseholder is required to contribute the "Tenant's Proportion" (one nineteenth) of the cost incurred.
4. The Applicant obtained cost quotations for the roof work from Blade Roofing Limited and from A & R Construction, which has carried out similar repair work to the roofs of other buildings on the estate. It wishes to instruct A & R Construction, whose quoted price for this repair is £9810 including VAT. The Tenant's Proportion of this cost will be £516 or thereabouts.
5. On a visit to the premises on 7 August 2012 the Tribunal inspected the common parts and photographs of damage caused by the leaks.
6. The Tribunal is satisfied that
  - (i) it is probable that there will be further ingress of rainwater unless the roof valleys and the flashing around the flue collars are repaired, and that it will cause further damage to the interior of flats in the building and to the common parts;
  - (ii) the roof valleys need to be repaired, and this is "qualifying work";
  - (iii) the work should be undertaken urgently; there is no time for consultation;
  - (iv) there is no evidence that interests of leaseholders will be prejudiced if dispensation is granted, or that money will be saved if consultation takes place;
  - (v) dispensation from the consultation requirements should therefore be granted.

7. The granting of this dispensation does not infer that the cost of the work to be carried out or any related costs are reasonable or payable by the leaseholders.

A M Davies, Chairman