



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **CAM/22UF/LSC/2019/0004**

Property : **Hayes Close**

Applicant : **Hayes Close Property Limited (“the Landlords”)**

Representative :

Respondents : **Residents of Hayes Close (“the tenants”)**

Type of Application : **Determination of liability to pay and reasonableness of service charges Landlord and Tenant Act 1985,s27A.**

Tribunal Members : **Judge Shepherd
Mr S Moll FRICS**

Date of Decision : **June 2019**

DECISION

1. The landlord is entitled under the lease to recover the cost of the repair work to the external staircases from the tenants.
2. The estimated cost of the repair works is reasonable.

The Application

1. Hayes Close Property Limited is the freeholder of 1-36 Hayes Close, Chelmsford, CM20RN (The premises). Hayes Close contains 36 purpose built maisonettes in the form of 11 two storey buildings of brick and slate construction built around 1930. The blocks comprise either two or four individual properties. The back door for the first storey properties is accessed via an external metal staircase which is the subject of this application. The staircases are in varying degrees of disrepair and require works to bring them up to a reasonable standard. The landlords have obtained quotes for carrying out these works and consultation has taken place. There has been some complaint from leaseholders on the ground floor properties who do not immediately benefit from the external staircases.

2. The landlords applied to the Tribunal on the 16th January 2019 for a determination as to the payability and reasonableness of the charges likely to be incurred in repairing the external staircases. Directions were given on 24th January 2019. Tenants were invited to respond to the application by statement but save for two letters there was no substantive response from them and nobody attended the Tribunal save for Paul Mclean who is a Director of the Freehold company.

3. The Tribunal inspected the premises and convened a hearing at the County Hotel where Mr Mclean made submissions and was questioned about the application. He produced quotes derived from three companies. Quotes from LWC Limited (£10432 plus VAT but excluding decoration) and Essex Forge (£20150 plus VAT) had been sent to tenants as part of the consultation exercise. Tenants were invited to recommend alternative contractors and this resulted in a quote from CSF who are not VAT registered (£13100 including decoration). Although the quotes are not immediately comparable on a like for like basis because there was no specification

prepared the Tribunal's overall impression was that the CSF quote was a reasonable one taking into account the works involved.

The lease provisions

4. The Tribunal was provided with two leases, one involving a ground floor tenant and one a first floor tenant. The leases were to all intents and purposes identical. Under clause 4 (5) the tenant covenants to pay one quarter (presumably one half in the case of blocks containing two flats) of the expenditure incurred in carrying out the Lessor's obligations in clause 5(4) (i) which is the covenant by the freeholder to *maintain and keep in good and substantial repair and condition (i) the main structure of the Building including the foundations and the roof thereof with its gutters and rain water pipes....*

5. It seems clear to the Tribunal that the metal staircases form part of the main structure of the building. It is likely they were in situ when the blocks were built and it makes inordinate good sense that they are maintained by the freeholder. Accordingly the cost of any repair works to the metal staircase falls within clause 5(4) (i) and would be apportioned equally amongst tenants within the block concerned.

6. We were told by Mr Mclean that external decoration of the blocks was carried out separately from the repair and decoration to the external staircases. These external decoration costs fall within a separate provision of the lease (Clause 5(5)) and are apportioned amongst all of the tenants.

7. The Tribunal accepts that ground floor residents who derive little practical benefit from the external staircases may feel that it is unfair for them to be charged for their upkeep. The lease however is clear in its terms. Further it may be that if the staircases fell into a state of disrepair this could affect the marketability or mortgageability of the ground floor flats.

8. In summary the Tribunal finds that the landlord is entitled to recover the sums required to repair the external staircases from the tenants. The tribunal also finds that the estimated costs of the work, provided by CSF is reasonable.

Jim Shepherd