



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

Case Reference : **LON/00BA/LDC/2019/0171**

Property : **Brandon House,
227 Kingston Road, Wimbledon
London SW19 3NW**

Applicant : **Southern Land Securities Limited**

Representation : **Nick Hristov
Together Property Management**

Respondents : **Various Leaseholders, see Annexe A**

Type of Application : **Under section 20ZA of the
Landlord and Tenant Act 1985
(‘the Act’) for dispensation from
the consultation requirements in
respect of qualifying works**

Date of Application : **17 September 2019**

Date of Decision : **26 November 2019**

Tribunal : **Mrs A J Rawlence MRICS**

DECISION

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DETERMINATION

The Tribunal grants dispensation from the consultation requirements contained in section 20 of the Act and the associated Regulations in respect of the qualifying works, the subject of the Application.

Reasons for the Tribunal's determination

Introduction

1. On 17 September 2019 Southern Lane Securities Limited ('the **Applicant**') applied to the Tribunal ('the **Application**') for an order under section 20ZA of the Act dispensing with the consultation requirements contained in section 20 of the Act and associated regulations in respect of Brandon House, 227 Kingston Road, Wimbledon, London SW19 3NW ('the **Property**'). The Respondents are the leaseholders of the four flats at the Property.
2. Section 20ZA (1) of the Act provides as follows:

'(1) Where an application is made to the appropriate 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 do so.'
3. The works the subject of the Application, which had not been commenced at the date of the Application, involved erection of scaffolding and repairs to the roof and guttering. The Applicant stated that the reason for the urgency was the top floor flat was suffering from water ingress emitting from the roof. Further details are contained in the paragraphs containing the Applicant's submissions (see below).
4. The Applicant requested a paper track (i.e. on the basis of the written submissions of the parties).
5. Directions were issued by the Tribunal dated 10 October 2019.
6. The Tribunal proceeded to determine the Application without an inspection as photographs had been supplied by the Applicant.

The relevant lease provisions

7. The Tribunal was provided with a copy of the Lease for Flat 1, Brandon House. It is assumed that the remaining leases are similar in all material respects. The Lease is dated 27 February 1989 and is made between Esse Developments (Lessor) and the Mayor and Burgesses of the London Borough of Merton (Lessees). In consideration of a premium and the payments of a ground rent and a maintenance charge, the Lease grants the Property to the Lessees for a period of 99 years from 25 June 1988.
8. Schedule 6 of the Lease states the Landlord's Covenants.

Part 1

1 “.....to keep in good repair and decoration and in its absolute discretion to renew and improve as and when the Lessor may from time to time consider necessary

(a) *The structure of the Property INCLUDING:*

(i) *the roofs and foundations*

(ii) *all the walls of the Property whether external or internal*

(iii) *the main timbers joist and beams of the floors ceiling and roof in the Property*

(iv) *the chimney stacks gutters rainwater and soil pipes of the Property*

9. The Tenant covenants to pay a maintenance charge which shall mean the amounts properly certified in according with provisions of Schedule 5 Paragraph 2.
10. The mechanism for the payment of a maintenance charge is also found in Schedule 5 paragraph 2.

The Applicant's submissions

11. The Applicant uses Together Property Management to carry out the management of the Property. In July 2019 a contractor was asked to investigate water ingress to Flat 4 (the top floor flat) whenever it rained. This was following a report from the Lessee.
12. On 16 July 2019 the contractor reported that due to the height of the building scaffold towers were required to both the front and rear of the property. He detailed the extent of the works in his quotation.
13. The Applicant duly informed all the leaseholders on 17 September 2019 in accordance with Section 20 of the Act of the planned scope of the required works.
14. At the same time the application to the Tribunal was made when it was stated that works were urgent as the flat was experiencing more damp every time it rained.
15. Limited consultation has been carried out due to the urgency of the works with only one quotation for the works. All leaseholders were aware that these works were due to take place and the reasons.
16. The Tribunal notes that there have been no representations from the respondents.

The Tribunal's Determination

17. The Tribunal was provided with convincing evidence that the work was urgent to prevent damage to the property. It also notes that the appointed contractor states that the July 2019 is a quotation whereas the Applicant draws the Tribunal's attention that further works may be required, following the erection of the scaffolding towers.

18. It is not the concern of the Tribunal, in any case, as to whether the cost was reasonably incurred. The Respondents retain the right to challenge the cost by making an application under section 27A of the Act at a later date. The question before the Tribunal is whether it is reasonable, in the circumstances of the case to dispense with the consultation requirements. The Tribunal therefore determines that it is just and equitable that dispensation is granted from the consultation requirements contained in section 20 of the Act and the associated regulations requested by the Application.
19. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be made within 28 days of this decision (Rule 52 (2)) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

A J Rawlence MRICS – Chairman.

Annexe A

Mr Mark David McQuoid

Mr Ian Michael Stroud

Ms Elena McAdam

Ms Catherine Dabrowska & Mr Kelvin Finney