



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

<b>Case Reference</b>	:	<b>LON/00AK/LDC/2019/0165</b>
<b>Property</b>	:	<b>Bliss House and Purcell House 1 &amp; 2 Holbrook Close Enfield EN1</b>
<b>Applicant</b>	:	<b>London Borough of Enfield</b>
<b>Representation</b>	:	<b>Erica Raval Service Charge &amp; Major Works Team Manager</b>
<b>Respondents</b>	:	<b>Various Leaseholders, see Annexe A</b>
<b>Type of Application</b>	:	<b>Under section 20ZA of the Landlord and Tenant Act 1985 (‘the Act’) for dispensation from the consultation requirements in respect of qualifying works</b>
<b>Date of Application</b>	:	<b>9 September 2019</b>
<b>Date of Decision</b>	:	<b>27 November 2019</b>
<b>Tribunal</b>	:	<b>Mrs A J Rawlence MRICS</b>

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**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 9 September 2019 the London Borough of Enfield ('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 Bliss House and Purcell House, 1 & 2 Holbrook Close, Enfield EN1 ('the **Property**'). The Respondents are the leaseholders of eighteen flats (out of a total of 72 dwellings in each block) 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 replacement of four lifts in total at the Property. The Applicant stated that the reason for the urgency were the current lifts had become unreliable. 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 2 October 2019.
6. The Tribunal proceeded to determine the Application without an inspection as photographs had been supplied by the Applicant along with details of a recent survey carried out by the Applicant's consultants and a lift specification for Purcell House.

#### **The relevant lease provisions**

7. The Tribunal was provided with a copy of the Leases for Flats 25, 34, 42, 45, 46, 72, 75, 103 and 105 Bliss House. The Leases are variously dated and are made between the Mayor and Burgesses of the London Borough of Enfield (Landlord) and the respective Tenants. The Leases have been granted under the Right to Buy provisions of the Housing Act 1985 (as amended). In consideration of a premium

and the payments of a ground rent and a management charge, the Lease grants the Property to the Tenants for a period expiring on 31 March 2113.

8. The Tribunal were also provided with a copy of the Leases for Flats 12, 41, 66, 73, 103, 113, 116 and 122 Purcell House. The Leases are variously dated and are made between the Mayor and Burgesses of the London Borough of Enfield (Landlord) and the respective Tenants. The Leases have been granted under the Right to Buy provisions of the Housing Act 1985 (as amended). In consideration of a premium and the payments of a ground rent and a management charge, the Lease grants the Property to the Tenants for a period expiring on 31 March 2113, with the exception of 116 Purcell House which expires on 31 March 2112.
9. All the leases are very similar and Paragraph 7 of the Lease states the Landlord's Covenants.

Provide Common Repairs and Services

*(4) Subject to the Tenant paying the sums of money by way of a management charge covenanted to be paid by him under either Clause 3(2)(B) or 3(3)(B) hereof to carry out and provide so far as practicable the common Repairs.*

10. The Fourth Schedule of the lease defines Common Repairs and Services  
*2.(vi) the lifts of the Block and all connected equipment plant or machinery*
11. The Tenant covenants to pay a maintenance charge which shall mean the amounts properly certified in according with provisions of Fifth Schedule.
12. The mechanism for the payment of a maintenance charge is also found in Clause 3(3)(B) or 3(2)(B).
13. There is a page missing for the lease for 103 Purcell House but reference is made to Clause 3(2)(B) in Reddendum on page 4 of the Lease.

### **The Applicant's submissions**

14. The Applicant is responsible for the maintenance of the lifts in its housing stock. The lifts in these two blocks frequently break down.
15. In August 2019, the Applicant became aware that the lifts needed replacing and comprehensive lift specifications were drawn up for both Bliss House and Purcell House. The Applicant's Consultant and Lift Maintenance Contractor highlighted that they were in urgent need of replacement.
16. The Applicant stated that if the lifts were not replaced any reported break down would lead to the lifts being out of service for a long period of time as it had become difficult to find components for repair and maintenance purposes.
17. The lifts had been installed in January 1995 and had an original projected lifespan of 20 years.

18. On 8 October 2019 the leaseholders were sent a copy of the application and accompanying documents with a planned meeting for 12 October 2019 to explain the works.
19. The Tribunal notes that there has been one positive representation from a respondent.
20. The Applicant states that other than the information sent out on 8 October 2019 there has been no consultation. However, a Notice of Estimate will be sent to explain why the works are necessary and providing the respondents with their apportionment to the works.

### **The Tribunal's Determination**

21. The Tribunal was provided with evidence that the work was urgent to prevent the risk of inconvenience and distress to both residents and visitors.
22. 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.
23. 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

**Case Reference** : **LON/00AK/LDC/2019/0165**

**Property** : **Bliss House and Purcell House  
1 & 2 Holbrook Close  
Enfield EN1**

Flat 25	Bliss House	Mr and Mr Kaya
Flat 34	Bliss House	Mr P O'Sullivan
Flat 42	Bliss House	Mrs N Zencirkan
Flat 45	Bliss House	Highbridge Consultants Ltd
Flat 46	Bliss House	Mr and Mrs Aydinli
Flat 72	Bliss House	M Sala
Flat 75	Bliss House	Mrs V Rajakumarsamy
Flat 103	Bliss House	Dr S R M Kendeel
Flat 105	Bliss House	Mr C Graham

Flat 12	Purcell House	Housing Gateway Ltd
Flat 41	Purcell House	Mrs D Pearce
Flat 66	Purcell House	Ms J Oham
Flat 73	Purcell House	Mrs M W McKenna
Flat 83	Purcell House	Mrs A Kurban
Flat 103	Purcell House	Mr A Koker
Flat 113	Purcell House	Ms C Dinsey
Flat 116	Purcell House	Mrs Y Bickici
Flat 122	Purcell House	Ms A Toprak Mr M Sahin