



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

Case Reference : LON/OOAZ/LSC/2021/0128
Property : 82B Etta Street, Deptford, London, SE8 5NT
Applicant : Irvin Dumont
Representative :
Respondent : Lewisham Homes
Representative :
Type of Application : Determination of reasonableness pursuant to
27A Landlord and Tenant Act 1985
Tribunal Members : Judge Jim Shepherd
Louise Crane MCIEH
Date of Determination : 27th June 2022

Determination

1. In this case the Applicant, Irvin Dumont (“The Applicant”) seeks a determination by the Tribunal as to the reasonableness of three items of work carried out by the Freeholder , Lewisham Homes (The Respondents). The total unit cost of this work is £661.61.

Background.

2. The case concerns premises at 82B Etta Street, Deptford SE8 5NT (“The premises”). The premises consist of a flat within a converted house now containing two flats. Under his lease the Applicant is responsible to pay service charges to the freeholder representing a 50 % share of the cost of the work.
3. The items of work (all carried out by the Respondents in 2018-2019) under focus in the application are the following:
 - 5/6/18 :Fire safety work in relation to the compliance desk (high level consumer units) in the communal area (£500 or £250 per unit). No consultation was carried out and the cost was capped at £250 per unit. This was a duplicate charge and was removed – see letter dated 16th July 2020 at page 135 of the bundle.
 - Jan 2019: Fire safety work enclosing intake consumer units in a cupboard (£500 or £250 per unit). No consultation was carried out and the cost was capped at £250 per unit.
 - Jan 2019: Fire safety works – removing a carpet from the communal area and disposing of it (£333.21 or £166.61 per unit).
4. The Applicant also challenged the estimated cost of repairs for 2020-2021.
5. The works itemized in paragraph 3 above all followed a fire risk assessment carried out by the Respondents on 4th August 2017.
6. The Applicant’s lease requires him to pay a fair proportion of the expenses of *maintaining in good repair ...parts of the building...over which the Lessee is hereby granted rights of passage* (clause 5(ii)).

7. The Applicant also covenants to at all times during the term to comply at his own expense *with all the requirements of any legislation relating to the prevention and extinction of fires* (Clause 12) and pursuant to Clause 1 of the 6th Schedule he covenants to *keep in repair (and whenever reasonably necessary rebuild or reinstate)...the Reserved property* - Which includes *parts of the building used in common* (1st Schedule).
8. There is no issue between the parties that these clauses apply in the present circumstances. The only issue is the reasonableness of the costs incurred. The Applicant is particularly concerned about the cost of the carpet removal. He asked for a breakdown of this cost but the Respondents could not break down the cost between labour and materials because their contract with the operative was based on a pre- priced schedule of rates and the works are non - standard. Similarly, the Respondents were unable to break down the cost of work to the intake consumer units.

Determination

9. The Tribunal sympathises with the Applicant's position as he is in difficult financial circumstances currently, however it is clear that the works charged for were sensible and prudent. They had been recommended in a Fire Safety Risk Assessment and it would be remiss if the Respondents did not carry them out. Also the cost of the works appear reasonable particularly as they are capped in relation to two items. If the Respondents had carried out consultation or sought dispensation in relation to these items the bill to the Applicant would have been higher. The estimated costs for 2020-2021 also appear reasonable as they reflect the previous years' actual expenditure. This latter determination will not however preclude the Applicant from challenging the actual expenditure for this period if he wishes.
10. In summary the Tribunal finds that the sum of £411.61 to be payable by the Applicant.

ANNEX - RIGHTS OF APPEAL Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.