

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

SOUTHERN RENT ASSESSMENT PANEL

LEASEHOLD VALUATION TRIBUNAL

Landlord & Tenant Act 1985 : Section 20 ZA

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Case No: CHI/45UH/LDC/2005/0022

Property: Cranleigh Court
Byron Road
Worthing BN11 3HR

Applicants: Roffey Homes Ltd

Respondents: The Lessees of Cranleigh Court

Members of the Tribunal

Mr D M Nesbit JP FRICS FCI Arb –Chairman
Mrs J K Morris

Date of Application: 11th November 2005
Date of Hearing: 21st November 2005
Date of Reasons: 3rd November 2005

Introduction

1. This case is an application under Section 20ZA, Landlord & Tenant Act 1985 as amended, being an application for the dispensation of consultation requirements in Section 20 of the Act, as amended.
2. The application dated 11th November 2005 requested fast track procedures, and indicated there were special reasons for urgency. The lift in the building was out of action and there were elderly and disabled residents living on the upper floors.
3. The Tribunal determined there were exceptional circumstances where without agreement of the parties, the Hearing be arranged with less than 21 days notice, in accordance with Regulation 14, Leasehold Valuation Tribunals (Procedure) (England) Regulations, 2003.
4. The Tribunal accordingly sent notices to all lessees, by arrangement with the managing agents, for the Hearing to be held at the building on 21st November 2005.

Inspection

5. Prior to the Hearing the Tribunal members made an internal inspection of the building, including an inspection of the lift motor room (accompanied by Mr Stevens, the lessee of Flat 1).
6. Cranleigh Court is a modern block of 17 purpose built residential flats, constructed about 1980, on ground and three upper floors. There is a lift (which was clearly marked Not in Use) to all floors, together with flights of stairs to all floors with about 40 steps. The lift motor room is accessed from the top floor landing via a portable ladder to a trap door.

Hearing

7. By permission of the flat owners, the Hearing was held in Flat 1. The following were present.

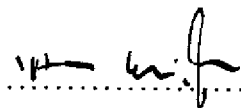
Mr & Mrs B Stevens	-	Flat 1
Mrs B Hilton	-	Flat 14
Mrs B Spears	-	Flat 15
Mrs J Collins	-	Flat 16, and
Mrs D Cowley, Property Manager	-	representing Countrywide Property Management

8. The Chairman, after introduction, explained to the lessees present the nature of the application, and in relation to service charge procedures to be followed where proposed expenditure exceeds a specific threshold. The Tribunal pointed out that the application related only to the dispensation of time limits, and not in relation to the reasonableness (or otherwise) of the cost of works,
9. Mrs Cowley explained her role as Property Manager and provided detailed information regarding the lift, the servicing arrangements, and confirmed the lift had been out of service since mid October last, following consequent problems throughout the year.
10. Mrs Cowley informed the Tribunal that the Fire Brigade were called to release an elderly occupant trapped in the lift, and she had obtained a report from Lift Consultancy Services. That report confirmed the lift was the original, but the lift controller equipment was defective and had been assembled from components obtained from various sources.
11. The report confirmed the controller had many modifications and replacements. The report recommended a new microprocessor controller be fitted, together with other works, including replacement push buttons.
12. Mrs Cowley stated that she had informed all lessees of the position and sought estimates from lift contractors for the repairs. Mrs Cowley produced copies of the lift consultant's report, copies of estimates received from contractors, a copy of a notice she had circulated regarding the Section 20 procedure and the application that was to be made to the Tribunal.
13. For the assistance of the Tribunal and the information of lessees present, Mrs Cowley produced a schedule listing the estimates, anticipated delivery and installation dates.
14. The Tribunal members asked the lessees for any comments and whether they wished to raise any objections. All lessees present confirmed their agreement to repairs being implemented without delay.
15. On conclusion of the Hearing, the Tribunal retired to consider their decision. The Tribunal was satisfied that essential repairs were necessary and that the application would be granted. The Tribunal

verbally informed the lessees of their decision, and that written Reasons would be provided.

Reasons for Determination

16. It was clear that the lift was a vital amenity to the lessees, especially residents on the upper floors and to all users who were disabled or infirm.
17. The lease covenants grant to the lessees the right to use the lift for the purposes of access to and egress from the flat (First Schedule). The covenants by the Managers require that 'the Managers will keep the lift in good working order and condition'. (First Schedule).
18. The service charge provisions require each lessee to contribute to 'the costs of and incidental to the observance and performance of the covenants on the part of the Managers contained in the Fifth Schedule'. (Sixth Schedule, Part 1).
19. The Tribunal noted that active steps had been taken by the Property Manager, not only to deal with recurrent lift problems, but to obtain a specialist report, and various estimates from lift contractors. Further the lessees had been kept informed, none of whom had objected to early repairs to the lift.
20. The Tribunal accordingly confirms that the application be granted.

Signed:.......... Date: 30 November 2005

D M NESBIT JP FRICS FCLArb

Chairman