

**LEASEHOLD VALUATION TRIBUNAL**  
**LONDON RENT ASSESSMENT PANEL**

**DETERMINATION**

OF ISSUES UNDER SECTIONS 20ZA OF THE LANDLORD AND  
TENANT ACT 1985 (as amended)

**PROPERTY:**     **1-16 BERNARD ANGELL HOUSE, 2A TRAFALGAR RD,**  
**GREENWICH, LONDON, SE10 9NB**

**Applicant:**        LONDON BOROUGH OF GREENWICH

**Respondents:**     MR D P BURSTOW – FLAT 3  
                             MR B J TURIA – FLAT 4

**Hearing:**            19 October 2005

**Inspection:**        N/A

**Appearances:**     Mr Luke Owens – Property Officer  
                             Mr C Taylor – Home Ownership Officer

The Respondents were present in person

**Members of the Tribunal:**

Mrs T I Rabin JP  
Mrs J E Davies FRICS  
Mr T W Sennett MA FCIEH

**LON/OOAL/LDC/2005/0029**

**1-16 BERNARD ANGELL HOUSE 2a TRAFALGAR ROAD GREENWICH  
LONDON SE10 9NB**

### **INTRODUCTION**

1. The Tribunal was dealing with an application under Section 20ZA of the Landlord and Tenant Act 1985 as amended ("the Act") for a determination that the consultation requirements in relation to works to be undertaken by the Applicant may be dispensed with if the Tribunal was satisfied that it was reasonable to dispense with such requirements.
2. The Application was made by the Landlords, London Borough of Greenwich ("the Applicants") and was in relation to 1-16 Bernard Angell House 2a Trafalgar Road, Greenwich London SE10 9NB (the Building") owned by the Applicant. The Respondents were Mr D.P.Burstow (Flat 3) and Mr B.J.Turia (Flat 4) who were the only long leaseholders with flats in the Building.
3. The works ("the Works") for which the Applicants sought a dispensation of the consultation requirements were as follows:
  - (a) Run new rainwater pipe to the outside of the Building, break out brickwork in front of each outlet and dress new lead into the gutter and the new hopper head
  - (b) Remove and relay Welsh roof slates in order to dress lead up the roof to a minimum of 300mm
  - (c) Remove asbestos insulation board to the top of the party walls

The estimated costs were £19,250 for item (a), £9250 for item (b) and £5000 for item (c), all plus VAT.

### **THE HEARING**

4. The hearing took place on 19<sup>th</sup> October 2005. The Applicants were represented by Mr. Luke Owens, property Officer and Mr C Taylor, Home Ownership Officer. The Respondents were not represented but both submitted written comments to the Tribunal. Mr Burtow (Flat 3) confirmed that he consented to the additional works but Mr Turia (Flat 4) objected to the cost of the Works being increased without undergoing an open tendering process as he was uncertain whether the estimate provided was not the lowest price obtainable.
5. Mr. Owens stated that the roof of the Building had been leaking in various places and the Applicant commissioned a report in May 2004 regarding the condition of the roof. An asbestos survey was undertaken on August 2004 and some asbestos was found in the roof

of the Building. Mr Taylor stated the report indicated that the asphalt roof was failing and that the roof should be replaced. He said that he had inspected the roof by gaining access through the lift shaft and on to the roof. The area he could inspect was limited. He noted that the drains in the lower roof appeared to be clogged and dirty and needed to be cleaned out. In view of the report the Applicant decided that the roof should be replaced and went through the tendering process in accordance with the requirements of Section 20C of the Act. The Applicant served Notices of Estimates on the Respondents on 11<sup>th</sup> February 2005. The estimate included a requirement for the contractor to undertake works to the rainwater outlets and remove asbestos from certain parts of the Building in accordance with the asbestos survey undertaken in August 2004, including the ceilings to common parts.

6. The contract for the work to the Building was awarded to Hillman and the work to the Building commenced on 14<sup>th</sup> June 2005. The roof covering was removed around 20<sup>th</sup>-27<sup>th</sup> June 2005 and it became clear that there was more asbestos in the insulation to the party wall. It is the Applicant's policy to remove asbestos as soon as it is found as it causes a danger to the occupants of the Building and the contractors undertaking the Works. It was also possible at this stage to undertake a fuller inspection of the gutters and downpipes when it was noted that there were blockages in both which needed attention. There was a lot of debris in the gutter and at the top of the downpipes. The rainwater goods in the building were all internally located and Mr Taylor noted that the wastepipe had a very small diameter which went into a very tight swan neck drain. The plug to the wastepipe was solid and the only way to clear the downpipe was to use a pressure hose. Mr Taylor considered that this was risky as the joints were not sound and there was already a history of leaking.
7. A number of options were considered and the final decision was to undertake the work specified in items (a) and (b) of the estimate for the Works. The Applicant considered that, since the roof was leaking and asbestos had been found, that it would be in the best interest of all parties to undertake the Works in conjunction with the existing contract. Quotes for the Works were obtained on 4<sup>th</sup> July 2004 from Hillman, the contractor on site and these figures in the quotation are set out in paragraph 3 above. . The Applicant made a decision to undertake the Works and served notice on the Respondents on 25<sup>th</sup> July 2005 together with an estimate of the costs and an explanation of the events that had led to the decision being taken to undertake the Works. These included ensuring that the building would be watertight and that there would be no further leaks. The Applicant pointed out that the asbestos must be removed for health and safety reasons and by undertaking the work whilst the contractor was on site would provided cost benefits to the long leaseholders.
8. In the notice dated 25<sup>th</sup> July 2005, the Applicant asked the Respondents to comment on the estimate enclosed by 8<sup>th</sup> August 2005

and advised them that this application was to be made. The Works were commenced on 8<sup>th</sup> August 2005 and were completed on 5<sup>th</sup> September 2005 when a Certificate of Practical Completion was issued. A final breakdown of the cost of the Works has not yet been provided but Mr Taylor informed the Tribunal that the final figure would be below the estimate provided with the notice dated 25<sup>th</sup> July 2005.

9. The Tribunal found, having considered the evidence provided, that it would not have been possible for the Applicant to assess the full extent of the work needed to be undertaken at the Building until the roof works were well underway and there was an opportunity to inspect parts of the Building which would not have been accessible prior to stripping the roof. The Applicant was aware that there was some asbestos, mainly in the ceiling of the common parts, and once further asbestos was located, it was essential that it be removed as quickly as possible to comply with the Applicant's policy on health and safety. The rainwater pipes internal location was not satisfactory and it is a long term and sensible solution to the ongoing maintenance problems to put the rainwater pipes outside the Building so that they can be more easily accessed.
10. The contractor was on site when the requirement for the works to be undertaken was discovered. Scaffolding was in place and it was prudent to use the existing scaffolding, rather than dismantle it during the Section 20C consultation and then re-install it. If a further contract was considered, there would be further expenses in obtaining reports, undertaking the consultation process again and considerable inconvenience from the possible further water ingress. The Tribunal considers that there would be no saving if the consultation process were undertaken and that there may be a considerable reduction in cost and inconvenience.
11. The Applicant has acted reasonably in keeping the Respondents informed of their proposals and the reason for seeking to dispense with the consultation process. The Tribunal was satisfied that the works were necessary and that it was in the best interests of the Respondents for the works to proceed as quickly as possible and that it would be most efficient to use the scaffolding that was in place and the contractor who was on site.

## **DECISION**

12. The Tribunal determines that it was reasonable in all the circumstances for the consultation requirements of Section 20 of the Act to be dispensed with in accordance with Section 20 ZA of the Act (as amended). This decision was advised to the parties at the hearing.



**T I RABIN JP**  
**CHAIRMAN**

**23 October 2005**

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