



**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL
LANDLORD AND TENANT ACT 1985**

LON/OOBD/LSC/2007/0042

Premises: Ross House Ross Road Whitton Twickenham TW2
8JP

Applicant Tenants: T Barlow (Flat 1) A Lester (Flat2) C Warbrick
(Flat5) E Pellatt (Flat10) C Jones(Flat11) and H
Miller (Flat 12)

Represented by: Mr A Lester, Ms H Miller and Ms C Warbrick

Respondent Landlord: Richmond Housing Partnership

Represented by: Ms A Soan Leasehold Manager and Mr R Glew
Building Surveyor

Tribunal: Mrs C A Lewis FCI Arb
Mrs A Flynn MA MRICS
Mr D Wilson JP

Date of Hearing: 24/07/07 & 25/07/07

Date of Decision: 15/08/07

Ross House, Ross Road, Whitton, Twickenham, TW2 6JP

1. Following an oral Pre Trial Review on 30th May 2007 the Tribunal identified these issues to be determined:
 - (a) The Applicants' liability to pay service charges in respect of major works of redecoration and cyclical repairs which were undertaken in the service charge year 2000/2004.
 - (b) Whether the works were carried out to a reasonable standard.

2. The Directions issued following the Pre Trial Review also stated that at the full hearing of the matter on 24th July 2007, the Tribunal would first consider arguments as to whether the Leasehold Valuation Tribunal decision relating to 7 and 11 Douglas House (LON/00BD/LSC/2006/0341) affected the jurisdiction of the Tribunal in the application relating to Ross House either in whole or in part. Douglas House was under the same management as Ross House, that is Richmond Housing Partnership, (RHP) and both properties had been part of a large group of properties dealt with under a large contract of works. A section 20 Notice regarding the major works had been served on 30th October 2003.

The Preliminary Hearing

3. At the preliminary hearing Ms Soan and Mr Glew appeared on behalf of the Respondent, and Mr Lester for the Applicant. He was accompanied by Ms Miller and Ms Warbrick. The Tribunal considered three items relating to the service charges in the Douglas House decision, namely Preliminaries, Clerk of Works and Administration.
4. Following some discussion, it was agreed by those present at the hearing that Preliminaries 30%, and Administration 8% were no longer in issue, however Mr. Lester, on behalf of the Lessees stated that he wished to contest the Clerk of Works at 4%. He also pointed out that Ms Barlow (Flat1) had written to the RHP on 9th July 2007 proposing a final settlement figure of £2,000.00 for each tenant against the then outstanding amount of £3,350.94 and that this figure had been rejected.
The Tribunal adjourned the hearing to consider the matter and returned to give their decision that they would deal with the remaining preliminary issue relating to the Clerk of Works during the course of the full hearing to follow.

The Hearing

The Applicants' Case

5. Mr. Lester, for the Applicants, said that he was appearing in the place of Ms. Barlow who was unable to be present, but had prepared much of the paperwork.

6. Mr Lester produced coloured photographic evidence in support of his statements and said that the Lessees wanted value for money, with fully itemised bills which included the cost of labour, materials, VAT etc . He pointed out that Mears Decorating who had been sub-contracted by Mears Building Contractors to carry out some of the works had been replaced during the contract for unsatisfactory work. He also referred to a time when the telephone wires had been set on fire through negligent work. He considered that the Clerk of Works' performance had not been entirely satisfactory. He dealt with. all the items remaining in dispute as follows:

(1) External Decorations, £7,085.25

Mr Lester agreed that although he queried the cost of this work and had enquired from "Yellow Pages" the likely cost for decorating a room, no alternative quotations had been submitted by the tenants from other decorators. He complained specifically about three jagged cracks which had developed on the underside of the 2nd floor communal walkway, and the unsuitable nature of the mastic applied to the downpipe.

(2) Removal of Asbestos Soffit, £4,907.98

Evidence was given that there was now cracking above the window on the top floor rear walkway.

(3) Removal and Renewal of Flat Roof, £2,203.13

The Lessees complained about the water drainage following the repair work.

(4) Removal and Renewal of Asbestos Roof, £3,851.32

Mr Lester told the Tribunal that sections of this roof had been replaced a few years ago and queried why the whole roof now needed replacing.

(5) Replacement Glazed Door, £991.54

Mr Lester said that a new door had been unnecessary and that the replacement door was ill-fitting

The Respondents' Case

7. Ms Soan and Mr Glew both gave evidence on behalf of the Respondents, RHP, as follows:

(1) External Decorations

They said that a section 20 Notice under the Landlord and Tenant Act 1985 had been properly served on 30th October 2007, and the contractor with the lowest tender, Mears Building Contractors had been appointed. They had then sub-contracted to Mears Decorating Services. This had not proved entirely satisfactory and at some stage during the work the sub-contractor had been dismissed. The breakdown of materials and labour and materials was not as "scientific" as suggested by Mr Lester. The Clerk of Works had condemned some of the work several times and subsequently Mears Decorating Services had been dismissed. It had been difficult to obtain labour at the time due to the large construction work at Terminal 5, Heathrow Airport.

(2) Remove Asbestos Soffit

This work had been a Health and Safety issue due to the nature of the materials.

(3) Take up and Replace Flat Roof.

Mr Glew said that there had been no change to the falls to the roof and he could not explain the way the water was flowing. He had not been instructed to investigate this matter.

(4) Take off and Renew Asbestos to Bin Area.

Some of the asbestos was damaged and it was not viable to replace it in sections due to the nature of the material.

(5) Glazed Door

The door was replaced because it had been vandalised. Any timber work would expand and need easing and then adjusting.

In conclusion, Mr Glew stated that there had been problems with the contractors, and the Clerk of Works had made some errors. However

he said that he should have recognised some matters himself but had failed to pick them up

The Tribunal's Determination

1. Section 27A of the Act ,as amended by the Commonhold and Leasehold Reform Act 2002 says :-
 - (1) An application may be made to a Leasehold Valuation Tribunal for whether a service charge is payable and , if it is, as to
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable
 - (c) the amount which is payable
 - (d) the date by which it is payable, and
 - (e) the manner in which it is payable.

Subsection (1) applies whether or not any payment has been made.

2. The Tribunal was assisted by the opportunity to make an inspection of the Premises following the hearing, and to observe some of the matters complained of in the company of Mr Lester, Ms Soan and Mr Glew. During the course of the hearing Mr Glew acknowledged some failures during the project with performance of the work below standard. A number of items had already been removed from the service charge originally claimed. The Tribunal accept that the section 20 procedure was properly complied with and competitive tenders given. However during the course of the work it became necessary to dismiss the sub contractor Mears Decorating Services

3. The Inspection

An external inspection of Ross House was made on the afternoon of 24th July in fine weather and representatives from both sides accompanied the Tribunal.

The property comprises twelve maisonettes in a four-storey building, six being situated on the ground and first floors and six on the two upper floors. The property is of brick construction under a gable-ended, pitched roof of pantiles. It has plastic guttering and down-pipes and double-glazed uPVC windows. Pathways to separate front doors provide pedestrian access to the lower maisonettes. At the side of the building, timber and glazed doors provide access to common parts. A concrete staircase with a metal balustrade leads to the second floor walkway from which the upper flats are reached. The common parts have a flat roof recently recovered, apparently in bitumen.

The property is in communal gardens with lawns to the front and rear. At the side is an area of storage sheds and bins. At the rear is a row of established conifers, forming a boundary to the A 316. The property is situated conveniently for public transport and local amenities.

External Decorations

The Tribunal considered these to be generally satisfactory, however defects noted included peeling of the paintwork to the underside of the canopy to the front entrance, and some peeling to the top edge of the balcony wall. They also noted the three cracks on the underside of the walkway, but given their position concluded that they were acting as expansion joints and accepted Mr Glew's evidence on this aspect. Evidence was given and not disputed by Mr Glew that peeling to the paintwork had occurred within weeks of the completion of the job. The Tribunal have recognised the Applicants' criticisms of the work and made a deduction of £750 to reflect these matters. They find the sum of £6,285.25 both reasonable and payable.

Removal of Asbestos Soffitt

The Tribunal considered that the complaint relating to cracking above the window was of a minor nature and therefore make no reduction in the amount claimed.

They find the sum of £4,907.98 both reasonable and payable.

Take up and Replace Flat Roof

The Tribunal accept Mr Glew's evidence that the work to the flat roof had not included any alteration to the falls of the roof, however he did accept that a problem remains.

They have made a reduction of £350 to reflect this and find the sum of £1,853.13 both reasonable and payable.

Take off and Renew Asbestos Roof to Bin Area

The Tribunal accept Mr Glew's evidence that as a Health and Safety issue was involved it was advisable to replace the roof as a whole rather than in sections.

They find the sum of £3,850.00 both reasonable and payable,

Replacement of Glazed doors,

Evidence was given that the original door had been old and vandalised. The Tribunal noted during their inspection that some adjustment was still needed to the replacement door but find that the sum of £991.54 is both reasonable and payable.

The Clerk of Works

The fee of 4% had already been reduced and the Tribunal find this both reasonable and payable.

Reimbursement of Fees of the Application and Hearing

In view of their overall findings the Tribunal finds it appropriate that the Respondent Landlord should reimburse the Applicant Lessees with 50% of the costs of the Application and Hearing Fees (i.e. £ 250) and they so Order.

Chairman..... C. A Lewis

Date..... 15 August 2007