



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

Case Reference : **MAN/00CG/LDC/2014/0002**

Premises : **House 1&2 and Apartments 3-10, Hillfoot Court, Baslow Road, Totley, Sheffield S17 4AZ**

Applicant : **Hillfoot Court Management Co. Ltd**

Respondents : **Leaseholders of the above mentioned properties (See annex)**

Type of Application : **Section 20ZA Landlord and Tenant Act 1985**

Tribunal Members : **Mrs.C.Wood
Mr.J.Holbrook**

Date of Decision : **27 May 2014**

DECISION

Decision

1. The Tribunal determines in accordance with section 20ZA (1) of the Landlord and Tenant Act 1985 ("the Act") that it is reasonable for the Applicant to dispense with the consultation requirements under section 20 of the Act in relation to the remedial works agreed to be carried out to the boundary wall between the Premises and the Cross Scythes public house.

Application

- 2.1 By an application received on 31 Jan 2014, the Applicant applied for an order under section 20ZA of the Act granting dispensation to the Applicant from compliance with the consultation requirements under section 20 of the Act.
- 2.2 In pursuance of directions dated 11 February 2014 ("the Directions"), the Applicant submitted its Statement of Case under cover of its letter dated 21 February 2014.
- 2.3 The Directions provided that the Application was suitable for determination without a hearing unless any of the parties requested otherwise. No such request was received and the Application was scheduled for determination on Monday 19 May 2014.

The Law

- 3.1 Section 20(1) of the Act provides –
" Where this section applies to any qualifying works...the relevant contributions of tenants are limited...unless the consultation requirements have been either-
(a) complied with in relation to the works...,or
(b) dispensed with in relation to the works...by...the appropriate tribunal".
- 3.2 Section 20ZA(2) defines "qualifying works" for these purposes as " ...works on a building or any other premises".
- 3.3 Paragraph 6 of the Service Charges (Consultation Requirements)(England) Regulations 2003, ("the Regulations"), provides that the "appropriate amount" for the purposes of section 20(3) of the Act is "...an amount which results in the relevant contribution of any tenant being more than £250".

The Evidence

4. The Applicant's Statement of Case contains the following:
 - (i) a summary of the background to the Application outlining the dispute between the Applicant and Enterprise Inns Plc ("Enterprise") as to liability for the cost of the boundary wall repairs;
 - (ii) a summary of the relevant provisions of the Respondents' leases which impose an obligation to pay as service charge a relevant contribution towards the costs of such repairs;
 - (iii) the reasons why they consider consultation in accordance with section 20 of the Act to be undesirable and/or impossible in view of the agreement which has been reached with Enterprise;

- (iv) the actions taken to keep the Respondents fully informed of the negotiations between the Applicant and Enterprise and why, in the Applicant's view, the agreement reached benefits the Respondents; together with relevant supporting documentation including as follows:
 - (a) report dated 28 February 2013 from Eastwood & Partners, Consulting Engineers;
 - (b) letter dated 16 December 2013 from the Applicant's solicitors to Enterprise's solicitors;
 - (c) minutes of the Applicant's Annual General Meetings held on 22 March 2012 and 4 April 2013 at which the issue of the wall repairs was discussed.

Tribunal's Deliberations

- 5. In making its determination that it was reasonable to dispense with the consultation requirements under section 20 of the Act, the Tribunal noted as follows:
 - 5.1 the remedial works required to the boundary wall were "qualifying works" in respect of which it was estimated that the liability of each of the Respondents would be c.£1000;
 - 5.2 the lengthy negotiations which had taken place (during which time there were ongoing costs in respect of scaffolding to the wall), and the achievement of a settlement between the Applicant and Enterprise which involved Enterprise assuming some liability for the repair costs;
 - 5.3 the very real practical difficulties for the Applicant in entering into a meaningful consultation with the Respondents without prejudicing the settlement agreed between itself and Enterprise which the Tribunal accepted was of benefit to the Respondents; and,
 - 5.4 the steps which had been taken by the Applicant to keep the Respondents informed of the progress of the negotiations, the absence of any objection to the Application by any of the Respondents, and the lack of any evidence of prejudice to the Respondents arising out of the lack of consultation.

Annex

1 Hillfoot Court	-	Mrs Rosmarie Strong
2 Hillfoot Court	-	Mr & Mrs Falsone
3 Hillfoot Court	-	Mr S. Deaton
4 Hillfoot Court	-	Mrs S. Nicholls
5 Hillfoot Court	-	Miss C. Horsfield
6 Hillfoot Court	-	Mr C. Green
7 Hillfoot Court	-	Mr M. Boot
8 Hillfoot Court	-	Mr G. Thompson
9 Hillfoot Court	-	Miss K. Godfrey
10 Hillfoot Court	-	Dr Akhgar & Mrs S. Akhgar