

9715



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

**Case Reference** : **LON/00AC/LSC/2013/0743**

**Property** : **Flat 2, Chasewood Court, Hale Lane, London NW7 3RX**

**Applicant** : **Kendale Property Investments Ltd**

**Representative** : **Gisby Harrison Solicitors**

**Respondent** : **George Hayeem Corin**

**Representative** : **None**

**Type of Application** : **For the determination of the reasonableness of and the liability to pay a service charge**

**Tribunal Members** : **Judge O'Sullivan**

**Date and venue of Hearing** : **10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **4 February 2014**

---

**DECISION**

---

### **Decisions of the tribunal**

- (1) The tribunal determines that the sum of £3,376.33 is payable by the Respondent in respect of service charges for the years ending 31 October 2012 and 2013.
- (2) Since the tribunal has no jurisdiction over ground rent, county court costs and fees, this matter should now be referred back to the Barnet County Court.

### **The application**

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Respondent in respect of Flat 2, Chasewood Court, Hale Lane, London NW7 3RX.
2. Proceedings were originally issued in the Northampton County Court under claim no. 3YQ20837. The claim was transferred to the Barnet County Court and then in turn transferred to this tribunal, by order of District Judge Parfitt on 29 October 2013.
3. The relevant legal provisions are set out in the Appendix to this decision.

### **The background**

4. The property which is the subject of this application is a flat contained in a block of flats.
5. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
6. The Respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific provisions of the lease and will be referred to below, where appropriate.
7. Directions were made in this matter dated 26 November 2013 which provided for this matter to be considered by way of a paper determination in the week commencing 3 February 2014 unless a hearing was requested. As neither party requested a hearing the matter was therefore determined on the papers on 4 February 2014.

8. The arrears relate to the service charge years ending 31 October 2012 and estimated charges for the year ending 31 October 2013. The total sum in respect of which judgement had been sought in the County Court was £3,415.76.
9. At the case management conference the Respondent confirmed that he wished to challenge the cost of gardening and repairs and maintenance for the year ending 31 October in 2012 and the estimated cost of the same in 2013. It was said by the Respondent that the managing agent had acted unreasonably in arranging these services.
10. The directions provided for the Respondent to set out his challenges to the service charges in a schedule with an accompanying statement if required. The Respondent failed to serve the schedule as directed and in fact has failed to engage with the tribunal at all.

### **The issues**

11. The issues before the tribunal are as follows:
  - (i) The payability and/or reasonableness of service charges for the year ending 31 October 2012
  - (ii) The payability and/or reasonableness of estimated service charges for the year ending 31 October 2013
12. The Applicant had filed a bundle in accordance with the directions. This contained a summary of the service charges totalling £3,415.76. This amount included a sum of £50 in respect of ground rent. The tribunal has no jurisdiction in respect of ground rent and this sum should be remitted back to the county court. The Applicant asks that the tribunal make a determination in respect of unpaid service charges in the sum of £3365.76 (that is, the sum of £3,415.76 less £50 in respect of ground rent).
13. The Respondent has been provided with copies of the certified accounts for the year ending 31 October 2012 and the estimated accounts for 2013.
14. The tribunal was provided with a breakdown of the charges for 2012 and copies of the invoices relating to the gardening and repairs and maintenance charges.

### **The tribunal's decision**

15. The tribunal determines that the amount payable in respect of service charges for the year ending 31 October 2012 and estimated charges for the year ending 31 October 2013 is £3,365.76.

### **Reasons for the tribunal's decision**

16. The Respondent had indicated that he wished to challenge the gardening and repairs and maintenance costs but failed to serve a schedule of his challenges as directed. In fact after attending the pre trial review the Respondent has not taken any part in the proceedings.
17. The tribunal is satisfied that the Respondent has been served with proper demands in accordance with his lease.
18. The tribunal considered the copy receipts and breakdowns supporting the charges and was satisfied that they appear to have been reasonably incurred. In particular it noted that receipts were provided for all gardening and repair and maintenance charges and these appeared to be reasonable to the tribunal.

### **Application under s.20C and refund of fees**


19. The tribunal has no application before it for any refund of fees or for an order under section 20C. No order for costs is therefore made.

### **The next steps**

20. The tribunal has no jurisdiction over ground rent or county court costs. This matter should now be returned to the Barnet County Court.

**Name:** Sonya O'Sullivan

**Date:** 4 February 2014



## **Appendix of relevant legislation**

### **Landlord and Tenant Act 1985 (as amended)**

#### **Section 27A**

- (1) An application may be made to the appropriate tribunal for a determination 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 at or by which it is payable, and
  - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
  - (a) the person by whom it would be payable,
  - (b) the person to whom it would be payable,
  - (c) the amount which would be payable,
  - (d) the date at or by which it would be payable, and
  - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
  - (a) has been agreed or admitted by the tenant,
  - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
  - (c) has been the subject of determination by a court, or
  - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.