



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

**Case Reference** : **MAN/OOCA/LSC/2014/0092**

**Property** : **Flat 24 Rutland House Nicholas Road  
Liverpool Merseyside L23 6TT**

**Applicant** : **William Becker and Sons Limited**

**Respondent** : **Anne Marie Stanley**

**Type of Application** : **Landlord & Tenant Act 1985 – Section 27A**

**Tribunal Members** : **Judge N Ali  
J Holbrook  
D Pritchard**

**Determined without a Hearing** : **1st December 2014**

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## **Background**

1. The Applicant is the freeholder of the Property. The Respondent is the leaseholder .
2. The development is a purpose built building comprising 27 flats with 27 garages. The flat which is the subject of this application is Flat 24 which is a two bedroom first floor flat.
3. The Applicant made an application to the First-tier Tribunal Property Chamber (Residential Property) on the 15th July 2014 for a determination of liability to pay and the reasonableness of the service charges for the years 2011, 2012, 2013 2014 and 2015 as applicable.
4. The Applicant has set out the items of the service charges in dispute for each relevant year:-

| <b>Year</b> | <b>service charges due and payable</b> |
|-------------|--|
| 2011        | £1,157                                 |
| 2012        | £1,082                                 |
| 2013        | £812                                   |
| 2014        | £582                                   |
| 2015        | £1,079 to date                         |

## **The Lease**

5. A copy of the lease relating to the flat was available to the Tribunal.
6. The Lease is dated 25th June 1970 and was made between William Becker & Sons Ltd of the first part and Amy Bremen of the second part. It grants a term of 999 years from 1st January 1967 at a premium and a yearly rent payable in two instalments on the 30th April and 31st October.
7. Clause 2(4) of the lease states 'to contribute and pay in the manner provided.... one twenty seventh part of the total amount of the costs and outgoings actually incurred by the Lessor...'
8. Clause 2(4)(ii) sets out how the service charge payments are to be made.
9. The 4th Schedule sets out the costs and expenditure which form the service charge.

18. The Respondent has stated that she has no faith in the Applicants as they just repeatedly state clear the payments and they will comply.
19. The Respondent has stated that since the date of this application she has made an on account payment of £500.

### **The Law**

- 20 Section 18 of the Landlord and Tenant Act 1985 ("the 1985 Act") provides:
  - (1) In the following provisions of this Act "service charge" means" an amount payable by a tenant of a dwelling as part of or in addition to the rent –
    - (a) which is payable directly or indirectly , for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
    - (b) the whole or part of which varies or may vary according to the relevant costs.
  - (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
  - (3) For this purpose-
    - (a) "costs" includes overheads, and
    - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.
- 21 Section 19 provides that
  - (1) relevant costs shall be taken into account in determining the amount of a service charge payable for a period –
    - (a) only to the extent that they are reasonably incurred, and
    - (b) where they are incurred on the provision of services or the carrying out of works only if the services or works are of a reasonable standard:and the amount payable shall be limited accordingly.

## **The Tribunal's Determination**

- 24 The Applicant has provided detailed written submissions setting out the composition of the service charges for the years in dispute.
- 25 The Respondent did not dispute either that the Lease reserved a service charge or that there was an amount payable.
- 26 The Respondent disputed the amount that was charged for the years in question as the quality of service provided was questionable. The Applicant had failed to carry out repairs to defects to the Property which was notified to them in 2011 and as a result of this payment of the Service Charges due and payable was withheld .
- 27 The Respondent has not raised any issue with the composition of nor any expense itemised with the Service Charge due for the years ending 30 April 2011, 2012, 2013, 2014 and the current year 30 April 2015.
- 27 The Applicant has maintained that the repairs would be completed as soon as the outstanding Service Charges were paid.
28. The Tribunal determined that as the Respondent has failed to identify any amounts within the Service Charges as disputed; the said Service Charges are due and payable.
29. The Tribunal also determined that the composition of the said Service Charges are reasonable.