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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY) &

IN THE COUNTY COURT sitting at
10 Alfred Place, London WC1E 7LR

Tribunal reference	:	**LON/00AP/LSC/2018/0039**
Court claim number	:	**D59YM184**
Property	:	**First Floor Flat, 4 Willingdon Road, London N22 6SB**
Applicant/Claimant	:	**Avon Estates (London) Limited (lessor)**
Representative	:	**Mr Richard Granby, counsel, instructed by Scott Cohen, solicitors**
Respondent/Defendant	:	**Mr Daniel Ivan Cohen (lessee)**
Representative	:	**In person**
Tribunal members	:	**Judge Timothy Powell & Mr Neil Martindale FRICS**
In the county court	:	**Judge Timothy Powell, with Mr Neil Martindale FRICS as assessor**
Date of decision	:	**15 June 2018**

DECISION

Numbers in [ ] are page numbers in the hearing bundle

Summary of the decisions made

(1) The following sums are payable by the respondent/defendant, Mr Daniel Ivan Cohen, to the applicant/claimant, Avon Estates (London) Limited, by 26 June 2018:

(i) Service charges in respect of insurance premiums: £2,577.01;

(ii) Ground rent for 2015-16: £50;

(iii) Court issue fee: £205; fixed costs: £80; and tribunal hearing fee: £200;

(iv) Interest at 8% on the unpaid insurance premiums and ground rent to the date of judgment on 15 June 2018: £723.03.

The application

1. The applicant lessor seeks a determination pursuant to section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of service charges, administration charges and ground rent payable by the respondent lessee, all in respect of the First Floor Flat, 4 Willingdon Road, London N22 6SB ("the property").

2. Proceedings were originally issued against the respondent on 4 October 2017 in the County Court Money Claims Centre under claim number D59YM184. The respondent filed a Defence dated 1 November 2017, the proceedings were then transferred to the County Court at Edmonton and thereafter to this tribunal by the order of District Judge Cohen dated 19 January 2018.

3. The tribunal issued directions and the matter eventually came to hearing on 23 May 2018.

The hearing and inspection

4. The applicant lessor, Avon Estates (London) Limited was represented by Mr Richard Granby of counsel, instructed by Scott Cohen solicitors, who was accompanied by the applicant's employee, Mr David Babad. The respondent lessee, Mr Daniel Ivan Cohen, appeared in person.

5. Neither party requested an inspection of the property; nor did the tribunal consider that one was necessary, or that one would have been proportionate to the issues in dispute.

The issues

6. The claim against the respondent comprised of the following [A2 & A3]:

(i) Service charges totalling £2,577.01 in respect of the respondent's half-share of the building insurance premiums due for the five years between 1 February 2013 and 31 January 2018;

(ii) Three administration charges totalling £450 in respect of the applicant's "management fee" for the period 1 February 2015 and 31 January 2018;

(iii) Three demands for ground rent totalling £150 for the period 25 June 2015 to 24 June 2018;

(iv) Interest of £573.35 to the date of issue, and continuing; and

(v) Costs.

7. At the start of the hearing the tribunal identified the relevant issues for determination as follows:

(i) Were the insurance premiums reasonably incurred and reasonable in amount, such that the applicant was entitled to recover the sums claimed from the respondent?

(ii) Was the applicant entitled to recovery of the costs of placing the insurance, in addition to the premium itself? and

(iii) Was the applicant entitled to an order for costs against the respondent for unreasonable conduct, pursuant to rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013?

County court issues

8. The order transferring issues to the tribunal was in very wide terms [A46]: "1. The matter sent to First Tier Tribunal (Property Chamber), 3rd Floor, 10 Alfred Place, London, WC1E 7LR London region for determination. 2. Claim stayed pending the outcome of proceedings at the First Tier Tribunal (Property Chamber)."

9. Following amendments to the County Courts Act 1984, made by schedule 9 of the Crime and Courts Act 2013, all First-tier Tribunal ("FTT") judges are now judges of the county court. Accordingly, where FTT judges sit in the capacity as judges of the county court, they have jurisdiction to determine issues relating to ground rent, interest or costs, that would normally not be dealt with by the tribunal.

10. In the view of the tribunal, the interests of justice were best served by one body hearing all the evidence and making all the relevant decisions in the case; and there would be an advantage to the parties as well, by saving both time and expense. Therefore, at the end of the hearing, the tribunal referred to this possibility and obtained the parties' agreement to the judge dealing with all outstanding issues of ground rent, interest and costs in one combined decision, on the basis that the county court claim had been, or would have been, allocated to the small claims track.

11. Accordingly, Judge Powell presided over both parts of the hearing, which has resolved all matters before both the tribunal and the court. The tribunal wing member, Mr Martindale, was appointed as assessor for the trial of the county court aspects of the case. These reasons will act as both the reasons for the tribunal decision and the reasoned judgment of the county court, where a separate order has been made.

Facts

12. The applicant is the registered proprietor of the freehold interest of the building known as 4 Willingdon Road, London N22 6SB [B191], having acquired the freehold title on 23 December 2002. The building is a converted Victorian house converted into two flats. The lower flat is held by the applicant and is let to short-term tenants.

13. The respondent is the registered proprietor of the leasehold interest in the first floor flat in the building [B193], holding that property under a lease dated 8 September 1993 for a term of 99 years from 24 June 1993 and made between (1) Andreas Georgiou Vyras and (2) Daniel Ivan Cohen [B78-87]

14. The respondent withheld payment of the disputed insurance premiums and management charges fees because, he said, for many years he had repeatedly asked for a breakdown of the insurance premiums, itemised invoices confirming payment of the premiums and a right of inspection of the insurance policies. The respondent's statement of case [B8-B12] catalogues correspondence between 2009 and 2016 dealing with these issues. As a result of these constant requests, it appears that, in May 2014, management fees charged up to that point were rebated, so that a credit was given to the respondent and the charges were removed from his account. However, the respondent claimed that "Avon have never supplied requested information and ignored the right of inspection dating back years along with suggestions of meetings to find an amicable resolution." He went on to complain that "I do not know if 4 Willingdon Road, London, N22 6SB is insured and what is or is not covered by the policy and its relation to the provisions within the lease." [B9]

15. The respondent was at pains to emphasise that "this matter has never been about not paying or not being able to pay the buildings insurance, it's about not being granted the right of inspection covered in page 8 of the lease and the Landlord and Tenant Act, it is about paying the correct amount." The respondent made a payment of £450 to the applicant as a goodwill gesture on 22 March 2013 and two £50 payments of ground rent, in June 2016 and October 2017.

16. In addition to providing copies of correspondence going back to 2011, between himself and his father Mr David Cohen, on the one hand, and Avon Estates and their solicitors, on the other, the respondent also provided printouts from the Internet of alternative annual premiums insurance premiums from the "GoCompare.com" website [B13-B15] as well as an alternative premium quotes from AXA insurance [B186], all of which were substantially lower in amount than the actual insurance premiums charged by the applicant.

17. The lease makes provision for payment of insurance premiums in the following way. By clause 2(2), the lessee covenants "To pay one half of

the costs incurred by the Landlord in insuring the Building pursuant to Clause 3(3) hereof" [B80]. Clause 3(3) is the lessor's covenant with the lessee that "The Lessor will insure the Building against loss or damage by fire lightning explosion storm and tempest burst water pipes impact aircraft riot and civil commotion and such other perils of a normally insurable nature for an amount not less than the full replacement value thereof (including two years loss of rent and Architects' and Surveyors' fees) and shall produce to the lessee within 14 days of demand the policy of such insurance and the receipt for the last premium and shall rebuild repair and reinstate the said buildings when ever destroyed by fire and other insured perils applying all moneys received by virtue of any such insurance in the first place towards such rebuilding" [B85].

18. The insurance premiums charged by the applicant for the five years from 1 February 2013 (i.e. being one half of the total for the building as a whole) were: £534.34, £599.53, £466.81, £482.22 and £494.11. The applicant provided copies of the five residential property owners certificates, which provided evidence of cover for the years 2013 to 2016 [B90-B93] and for 2017 [B283]. The insurance had been provided in each case by AXA Insurance UK plc, through the agency of Reich Insurance Brokers in Manchester. The hearing bundle also contained a copy of the property investors protection plan policy provided by AXA [B94-B149], together with a later iteration [B198-B241]. By way of contrast, the respondent's alternative quotes ranged from £133.57 to £461.33 (from the GoCompare.com website) and from £183.54 to £374.74 (obtained directly from AXA) [B186].

19. The applicant's position was set out in the witness statement of its employee, Mr David Babad [B187-189]. So far as the applicant was concerned, demands had been properly sent to the respondent, as had copies of the annual certificates of insurance and copies of the full policy document (the latter on at least two occasions). Mr Babad provided evidence that these documents had been sent to the respondent, by exhibiting the correspondence with him between June 2011 and November 2016. At paragraphs 7 and 8 of his statement, Mr Babad complained that "The Respondent has a history of non payment and exhibits a pattern of raising queries upon the policy when chased for payment ... the Respondent has been provided [with] copies of the insurance policy and we have addressed any issues raised by the Respondent with respect to [the] same. The Respondent does not appear to accept or indeed address the information provided and we have encountered a great deal of difficulty in understanding precisely the information required by the Respondent." [B188].

The tribunal's decision in relation to the insurance premiums

20. The tribunal determines that the insurance premiums charged by the applicants for the five years from 1 February 2013, totalling £2,577.01,

were reasonably incurred and are reasonable in amount so that they are payable in full by the respondent.

Reasons for the tribunal's decision

21. The starting point is that the applicant as landlord has an unqualified right to nominate either the company or the agency through which the insurance is to be placed; and so long as the insurance premium is representative of the market rate, or the insurance was negotiated at arm's length in the market place, then the premium is reasonably incurred: see *Havenridge Ltd v Boston Dyers Ltd* [1994] 2 EGLR 73 and *Berrycroft Management Co Ltd v Sinclair Gardens Investments (Kensington) Ltd* [1997] 1 EGLR 47 and *Forcelux Ltd v Sweetman* [2001] 2 EGLR 173.

22. In *Forcelux*, Mr Paul Francis FRICS in the Lands Tribunal accepted that the question was not whether the insurance was necessarily the cheapest available, but rather the test was whether the insurance premiums had been "reasonably incurred". However, Mr Francis went on to say (at paragraph 40): "But to answer that question, there are, in my judgment, two distinctly separate matters I have to consider. First, the evidence, and from that whether the landlord's actions were appropriate, and properly effected in accordance with the lease, the RICS Code and the 1985 Act. Second, whether they amount charged was reasonable in the light of that evidence. This second point is particularly important as, if that did not have to be considered, it would be open to any landlord to plead justification for any particular figure, on the grounds that the steps it took justified the expense without properly testing the market."

23. These authorities and other authorities have been considered recently by the Upper Tribunal in *Cos Services Ltd v Nicholson and Willans* [2017] UKUT 0382 (LC). In that case, HHJ Stuart Bridge accepted that the statutory test was whether the insurance premiums had been "reasonably incurred" but by reference to the recent decision in *Waaler v Hounslow LBC* [2017] EWCA Civ 45, this was not a simply a question of process; it is also a question of outcome. In his judgment (paragraph 47), "It must follow that the tribunal is required to go beyond the issue of the rationality of the landlord's decision-making and to consider in addition whether the sum being charged is, in all the circumstances, a reasonable charge. It is, as the Lands Tribunal identified in *Forcelux*, necessary a two-stage test."

24. Against that background, the tribunal is satisfied that the evidence in this case shows that the landlord placed the insurance of the building with a reputable company, AXA Insurance UK plc, in an arm's length transaction with separate brokers, Reich Insurance Brokers, a firm which is required to review the market on a regular basis [B189]. The tribunal also accepts the conclusion of *Forcelux* that a landlord may insure the whole or a large part of its property portfolio under a single

insurance policy and that the premiums for a commercial "block policy" may be higher than individual household policies obtainable by owner occupiers for individual flats (see paragraph 42 of the decision). However, in accordance with *Cos Services*, the outcome of such a process, namely the reasonableness of the resulting insurance premiums, is still to be taken into account and considered when deciding whether the insurance premiums actually charged by the landlord to the lessee have been "reasonably incurred" within the meaning of the 1985 Act.

25. The tribunal confirms that the insurance premiums charged by the landlord have been reasonably incurred and are reasonable in amount, due to the lack of convincing evidence to the contrary in this case. Although the respondent provided numerous alternative insurance quotes, all lower and some significantly lower than the actual premiums charged by the applicant, the respondent has not demonstrated that his quotations are "like-for-like".

26. For a start, the respondent appears to have obtained quotes for home-owners' insurance, not a commercial landlord's insurance policy (bearing in mind that it is the landlord's obligation to insure under the lease). Then, the three alternative quotations from AXA were not for the insurance of a whole house, but for a four-bedroom first floor flat (although the subject property was in fact a two bedroom flat). In evidence, Mr Cohen could not remember what criteria he had specified on the GoCompare.com website, when seeking the alternative quotations that he did, so that the tribunal could have no confidence that those quotes were in respect of a house, rather than a first floor flat.

27. In any event, it was clear that the respondent did not spell out that the ground floor flat was let to short-term tenants, nor was it clear that his quotations took into account what appeared to be a historic £20,000 insurance claim. Mr Cohen also did not provide the tribunal with any insurance policy documents related to the quotations he had obtained, so that it was not possible to compare his proposed policy terms with those provided by the landlord's commercial policy.

28. Overall, the respondent's evidence was too vague for the tribunal to draw any definite conclusions and, therefore, the tribunal did not have the evidence in this case to say that the outcomes, namely the amounts actually charged to Mr Cohen by the landlord, were unreasonable in amount.

29. Mr Cohen complained that the documentation provided by the applicant in relation to insurance did not make it clear to him what risks were covered by the AXA policy, and what risks were excluded. He complained, for an example, that the AXA policy appeared to cover several items which were inappropriate to the building or to his flat, including, for example, cover in respect of possible archaeological

discoveries [B105] or disease cover arising from a long list of exotic diseases [B123].

30. The tribunal did have some sympathy with Mr Cohen and the difficulty he had understanding which sections of the AXA policy applied to him and which did not. However, what was clear from the face of the residential property owner certificates was that: the specified cover, "fire lightening explosion earthquake riot ... [etc]" did mirror fairly closely the risks that had to be covered by the lease; that every section of the AXA policy document started with the words "Your schedule will show if this section is covered"; the identity of the building insured and its declared value are clear; where additions are included, such as alternative accommodation and public liability, they are mentioned on the certificates; and other sections, such as terrorism, were clearly not included on the certificates, either because the certificates said so expressly (e.g. Terrorism Buy Back Purchased ...No"), or because there were no other "Specific Endorsements requested in writing." Where special clauses were specified in the policy, such as for subsidence, ground heave and landslip [B146], cover was only provided if mentioned on the schedule, which indeed it was in this case, together with an excess deductible for any claims.

31. The fact that the documentation could have been clearer does not affect the tribunal's conclusion that the premiums were reasonably incurred and reasonable in amount. It is true that Mr Cohen sought a breakdown of the premiums, but there is no evidence that such a breakdown was available from the brokers or that Mr Cohen was entitled to further details. Likewise, most of the certificates were clearly stamped as having been paid by Avon and there was no entitlement to further invoices from the brokers. While Mr Cohen clearly wished for more information, none of these were reasons for him to withhold payment of the insurance premiums properly charged to him.

32. In order to succeed in a challenge to the landlord's premiums, Mr Cohen would have had to provide evidence of like-for-like insurance quotes, or at least quotes in respect of policies which were broadly similar to that obtained by the landlord; he would need to demonstrate the extent of the cover provided by his alternative quotes, by providing a detailed policy document; demonstrate that all relevant factors have been taken into account, such as the letting of the ground floor to short-term tenants and the building's previous claims history; and, if possible, demonstrate that any advantages that a landlord's commercial policy may have over any alternative policy "was so insubstantial that they could not justify the amount being charged" (see paragraph 68 of the *Cos Services* decision).

33. In the absence of any convincing evidence to the contrary, the tribunal is driven the conclusion that the premiums incurred by the landlord were both reasonably incurred and reasonable in amount.

The tribunal's decision in relation to the costs of placing the insurance

34. The claim against Mr Cohen included the three annual administration charges of £150, totalling £450, in respect of the applicant's "management fee" for the period 1 February 2015 and 31 January 2018. As mentioned above, clause 2(2) of the lease, is the lessee's covenant "To pay on demand one half of the costs incurred by the Landlord in insuring the Building pursuant to clause 3(3) hereof."

35. On behalf of the applicant, Mr Granby asserted that the "costs incurred by the Landlord" included both the fees charged by the broker for placing and procuring the insurance and an element of the landlord's employees' time, doing all the things must be done for the incurring of that insurance. In paragraph 7 of the applicant's statement of case [B68] it was expressed in this way: "The Applicant has also incurred fees by its agent in the process of arrangement of insurance in accordance with clause 3(3) of the Lease and the Landlord's obligations as stated within same. These costs have been referred upon the statement as 'management fees' however this is solely the description arising from the agent's systems."

36. The statement goes on to describe in paragraph 8 "The necessary services provided by the agent in relation to same are:

- Liaison with necessary parties upon each renewal to ensure no lapse in the insurance policy and to make the necessary payment in respect of same.
- Receipt and Recording of each Insurance Certificate and production of same to the Tenant upon request.
- Billing under the Lease and collection of payments from leaseholders
- Liaison with brokers in relation to queries raised in relation to the Insurance Schedules
- Provision for liaison with brokers, tenants and loss adjusters and such other parties as maybe required in the event of submission of a claim."

The tribunal's decision

37. The tribunal determines that the lease does not entitle the applicant to recover the cost of placing the insurance as a "management fee" in addition to and on top of the premium itself.

Reasons for the tribunal's decision

38. It was clear from the evidence given by the applicant's employee, Mr David Babad, that the insurance premium specified on the certificates of insurance and paid by the applicant included any broker's fee recoverable by Reich for placing insurance with AXA. It was also clear

that the £150 "management fee" was all related to the work carried out by the applicant itself in relation to the procuring of that insurance: a true "management fee" for the applicant's services. References to the applicant's "agent" in its statement of response were confusing. This was not the broker Reich, nor a separate managing agent, but the applicant itself.

39. As Mr Babad explained, there may originally have been an "applicant" freeholder and an "agent" acting on its behalf; but that position "had been corrected several years ago". He told the tribunal that the applicant, Avon Estates (London) Ltd, was "basically a management agency that does own some properties." The management fee raised by the applicant – described as such in the demands to the respondent – was to cover the applicant's own costs relating to the insurance. As it was described in the applicant's letter of the 12 August 2011 [B257]: "The costs referred to are Avon's internal costs in relation to, inter alia, assessing building values, communicating with the broker, procuring the cover and confirmation thereof, advising the leaseholders, and maintaining a claims management system."

40. Mr Babad was only able to give vague details of the work carried out by the applicant each year to renew the annual insurance of the building under Avon's large, commercial block policy. He said that his "best assessment" was that a director of the company and broker would review building values each year and discuss the renewal of the policy, often with a common renewal date with other properties. When asked about the maintenance of a claims management system, Mr Babad said he was not involved in this himself, but there was a team that dealt with these matters. There had been a claim for £20,000 in the past, but he did not know what was this for or when it was.

41. While it was said that the £150 a year "management fee" was for the applicant's time and effort asking the brokers to renew the policy of this property under its block insurance policy, the evidence as to exactly what work was carried out was very vague and not satisfactory. Mr Babad was not directly involved in the process and there was no real evidence of what was done. As Mr Babad said "it could have been a phone call", but, even then, he did not appear certain. The tribunal is therefore not convinced that there is any link between the management fee and the annual procuring of insurance; and there is no other provision in the lease permitting the landlord to recover its costs of management or to charge a managing agent's fee (if there were a management agent).

42. Furthermore, the tribunal does not consider that a "management fee" falls within the definition of "the costs incurred by the Landlord in insuring the Building" in clause 2(2) of the lease. It is correct that the applicant is a limited company and that, as such, it has to engage real people to carry out its functions for which there is a cost. However, it does not follow that every cost to a landlord company gives rise to a

charge to lessees, particularly in the absence of a charging clause in the lease, where the landlord is insuring its own interest in the Building and where the term "costs incurred" is clearly a reference to external costs for which a direct payment is made to a third party, and not the company's general internal operating costs.

43. If the tribunal were found to be wrong in that conclusion, considering the vagueness of the evidence and the likely time and effort involved in a more or less automatic renewal of a property on a schedule of a very large commercial block property, the sum claimed, £150, is clearly excessive and unreasonable. The evidence was very vague as to precisely what was done, but assuming there was telephone call to the broker, or a brief meeting to discuss renewal for this and other properties, then a reasonable charge would be no more than £30.

Applicant's claim for costs: rule 13

44. At the end of the hearing the applicant sought an order for costs against the respondent for unreasonable conduct to pursuant to rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, which provides that "the tribunal may make an order in respect of costs only ... (b) if a person has acted unreasonably in bringing, defending or conducting proceedings in ... (iii) a leasehold case...".

45. The basis of the claim for costs was that the respondent must – on any analysis – have been obliged to pay something towards the insurance of the building, but he has paid nothing towards it for five years; and that was said to be "unreasonable" conduct. The applicant also criticised Mr Cohen for being "less than open" as to the insurance documentation that he had received from Avon, that he had refused to specify exactly what was missing when asked and that he had used this method over several years, leading to the instant litigation. A complaint was also made that Mr Cohen had filed no evidence.

The tribunal's decision

46. The tribunal declines to make an order of costs under rule 13. As identified by the applicant, the leading case is *Willow Court Management Company v Alexander* [2016] UKUT 0290 (LC). This prescribes a three-stage process, the first of which is for the tribunal to be satisfied that the respondent's conduct was "unreasonable".

47. Although it is arguable that the respondent should have paid something towards the insurance premiums, even if he had done so there would still be the balance to argue about. The respondent raised challenges to the premiums and obtained alternative quotes, albeit unsatisfactory ones, which appeared to show that the landlord's insurance premiums were too high. In the end, his challenge to the insurance premiums was

unsuccessful but the fact that a party has been unsuccessful before the tribunal cannot be determinative of unreasonable behaviour on its own (see paragraph 62 of *Willow Court*). In any event, Mr Cohen was successful in relation to the challenge to the management fee.

48. In the tribunal's view, Mr Cohen's conduct cannot be characterised as "unreasonable" in the context of rule 13 and the application for costs under that rule fails at the first stage.

Ground rent

49. Mr Cohen did not dispute his liability to pay ground rent and believed that he had in fact paid it. An analysis of the payments and receipts on his running account suggested that two of the three payments of ground rent had been paid. Enquiries were made of the parties after the hearing but the only response was from Mr Cohen, who provided evidence for the apparent payment of the £50 ground rent for 2018-19, but still no evidence of having pay the £50 ground rent for 2015-16. Therefore, Judge Powell in his capacity as a judge of a county court determines that £50 ground rent is outstanding and payable by the respondent, for 2015-16. If evidence is forthcoming that Mr Cohen has paid this, then that part of the judgment of £50 will be satisfied; otherwise the unpaid £50 will have to be paid now.

Fees and fixed costs

50. The applicant incurred a court issue fee of £205 and a tribunal hearing fee of £200, and claimed fixed costs of £80 on the county court summons. In reliance upon the tribunal's determination in its favour in relation to the bulk of the claim, Judge Powell in his capacity as a judge of the county court awards the applicant its court fees and fixed costs; and, as a tribunal judge, a refund of the £200 tribunal hearing fee.

Remaining applications

51. The tribunal considered the application for an order under section 20C of the 1985 Act (that would limit the landlord's ability to charge its costs through the service charge) and under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 (that would limit a landlord's ability to charge its costs through the lease as an administration charge).

52. On behalf of the applicant, Mr Granby said that there was no service charge clause in the lease that would allow the landlord to pass on its costs, nor was this a claim where the landlord was seeking costs through a forfeiture clause (which, most unusually, did not appear to be in the lease either).

53. As the tribunal was satisfied that the landlord would not and could not charge any of its costs of the court or tribunal proceedings to Mr Cohen, there was no need for it to make an order under either section 20C or paragraph 5A and, on this basis, the tribunal does not do so.

Interest

54. The applicant claims county court interest at 8% on the sums owed, pursuant to section 69 of the County Court Act 1984. For completeness, a calculation of the interest chargeable is attached as an annex to this decision. The amount of interest payable is £723.03 to the date of the judgment on 15 June 2018.

55. This decision concludes all aspects of the claim brought in the county court. We have drawn a formal judgment that will be submitted with these reasons to County Court sitting at Edmonton, to be entered in the courts record. All payments are to be made by 29 June 2018.

Name: Timothy Powell **Date:** 15 June 2018

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Annex of interest calculations

Calculation of interest payable on arrears of service charges allowed by the tribunal - up to 15.6.18

First Floor Flat, 4 Willingdon Road, London N22 6SB

By page Clause 1 of the lease, ground rent is payable on 24 June in every year and by Clause 2 the insurance contribution when demanded

Date	Item	£ amount payable	Days to 15.06.18	Interest rate %	Interest £
1.2.13	Insurance service charge	534.34	1,961	8	229.66
1.2.14	Insurance service charge	599.53	1,596	8	209.72
1.2.15	Insurance service charge	466.81	1,231	8	125.95
25.6.15	Ground rent	50.00	1,087	8	11.91
1.2.16	Insurance service charge	482.22	866	8	91.53
1.2.17	Insurance service charge	494.11	501	8	54.26
		2,627.01			**723.03**

General Form of Judgment or Order

In the County Court at Edmonton	
Claim Number	**D59YM184**
Date	**15 June 2018**

Avon Estates (London) Limited	**1st Claimant Ref**
	2nd Claimant Ref
Mr Daniel Ivan Cohen	**1st Defendant Ref**
	2nd Defendant Ref

BEFORE Judge Timothy Powell, sitting with Mr Neil Martindale FRICS, as assessor, at the County Court sitting at 10 Alfred Place, London WC1E 7LR

UPON hearing Mr Richard Granby of counsel for the Claimant (instructed by Scott Cohen, solicitors) and the Defendant in person

IT IS ORDERED THAT:

1. The Defendant shall pay to the Claimant by 29 June 2018 the sum of £3,350.04 being the sum found due and payable in respect of insurance charges, ground rent and interest to the date of judgment;

2. The Defendant shall pay to the Claimant by 29 June 2018 the sum of £485.00 in respect of the court and tribunal fees incurred by the Claimant and the Claimant's fixed costs;

3. The reasons for the making of this Order are set out in the combined decision of the court and the First-tier Tribunal (Property Chamber) dated 15 June 2018 under case reference LON/00AP/LSC/2018/0039.

Dated: 15 June 2018