



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

**Case Reference** : **CHI/43UM/LSC/2018/0024**

**Property** : **Hazel House, Sycamore Avenue  
Woking, GU22 9FG**

**Applicant** : **Various Lessees (listed in  
appendix)**

**Representative** : **Daniel Higney and  
Gary Larnder**

**Respondent** : **Willow Reach Residents Management  
Company Limited**

**Representative** : **Ms Penrose of HML**

**Type of Application** : **s.27A, 1985 Act**

**Tribunal Members** : **Judge D Dovar  
Mr K Ridgway  
Mrs J Dalal**

**Date and venue of  
Hearing** : **1<sup>st</sup> April 2019, Staines**

**Date of Decision** : **2<sup>nd</sup> April 2019**

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**DECISION**

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1. This is the second hearing on this matter. Following the Tribunal's determination on 21<sup>st</sup> September 2018 of the global sums that were payable in respect of the Property, the Tribunal gave permission to the parties to apply for a further determination as to the individual liability for each applicant. On 10<sup>th</sup> October 2018 the Applicants applied for that further determination and directions were given leading to this second hearing.
2. The primary concern that both the Tribunal and the Applicants had was that the Respondent had not provided how the service charge was to be apportioned between the Applicants. Following directions, the Respondents provided a schedule which included both the estate and block apportionments for each of the Applicants' flats. They were as follows:
  - a. For estate, for each year, they were 0.6711%
  - b. For block (being Hazel House), for each year they were:
    - i. Flat 4, 4.1362%
    - ii. Flat 13, 2.8309%
    - iii. Flat 14, 2.8636%
    - iv. Flat 16, 4.0318%
    - v. Flat 17, 4.1213%
    - vi. Flat 18, 4.1632%
    - vii. Flat 22, 4.0763%
3. In response, the Applicants, having been provided with those figures, and utilising the previous determination of the Tribunal and the actual expenditure (rather than showing budgeted amounts, actual amounts and then a reconciliation) produced their own schedules of liability for each flat.

4. The Respondent adopted that schedule and from that it was clear that the issues in dispute had narrowed significantly. Further at the hearing, the parties confirmed their agreement to the apportionments set out above and in addition, that two flats (flats 9 and 21), which had been left off the schedules, were agreed. For both the Estate cost was the same as all the other flats. For Flat 9, the block charge was 4.0318% and for Flat 21, 2.8636%.
5. Further at the hearing the Respondent accepted that given the approach taken by the Applicants in their schedule, there was no need to make any further adjustment for credits which had historically been applied.
6. As a result of agreement and clarification at the hearing, the following is agreed (and determined) by the Tribunal as the total liability for each of the Applicants' flats for the years subject to this application:
  - a. Flat 4, £1,305.16;
  - b. Flat 9, £2,020.97: this is the total liability for all the years in question and does not take into account any sum paid by the leaseholder for service charges either on completion or subsequently;
  - c. Flat 13, £583.27;
  - d. Flat 14, £1,270.66;
  - e. Flat 16, £1060.83: this does not take into account a sum of £600 which the tenant says was paid on or about 31<sup>st</sup> January 2017;
  - f. Flat 17, £1,736.67;
  - g. Flat 18, £903.24;
  - h. Flat 21, £1,517.50: this is the total liability for all the years in question and does not take into account any sum paid by the

leaseholder for service charges either on completion or subsequently;

i. Flat 22, £884.94.

7. The Tribunal were notified at the hearing that the original directors of the Respondent company had resigned in February 2019 and a new director (believed to be from the ranks of the leaseholders) was appointed. Therefore, as anticipated at the previous hearing, management has now been handed over to the leaseholders.

Judge D Dovar

## **Appeals**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.