

10505



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

Case Reference : **LON/00BB/LSC/2014/0514**

Property : **75 Hameway, East Ham, London E6
6HP.**

Applicant : **London Borough of Newham**

Representative : **Wilkin Chapman LLP**

Respondent : **Mr. E. John**

Representative : **In Person**

Type of Application : **Liability for service charges under
S27A of the Landlord & Tenant Act
1985.**

Tribunal Members : **Ms. A. Hamilton-Farey**

Date of Decision : **22 December 2014**

DECISION

1. The tribunal determines that the sum of £8, 846.81 is payable by the respondent in relation to service charges claimed in the County Court under Claim Reference 3YU23144.
2. The tribunal makes no order in relation to costs or interest and this matter is transferred back to the County Court.

Reasons for the Decision:

3. The Tribunal received this matter following a transfer of a Claim (Reference 3YU23144) by Order of District Judge Dixon from Bow County Court. The Order was dated 26 September 2014.
4. A case management conference was held on 30 October 2014 following which Directions were issued. In those Directions the respondent, Mr. John, was alerted to the fact that his dispute appeared to be purely on the basis that he had been given less favourable payment terms by the applicants than other leaseholders. The applicants had informed him and the tribunal that this was due to the fact that he did not live in the property and 'terms' were only available to owner occupiers.
5. The tribunal explained that this type of arrangement was outside of its jurisdiction and that if he had any case in respect of the actual works or cost, he should provide a statement to that effect to the tribunal and applicants.
6. Mr. John has not made any representations in this matter, although it appears that he may now have moved back into the property.
7. The tribunal has not been provided with any evidence from Mr. John that the costs claimed were unreasonable or that the standard of work was lacking in any way. In addition he has not raised any issues with respect to the procurement of this contract or the S.20 process that was undertaken.
8. It appears to the tribunal therefore that the only issue between the parties were the payment 'terms'. As noted above that issue is not within the jurisdiction of this tribunal.
9. On the basis that Mr. John has not contested the costs claimed, I determine that the full amount of the claim is payable by him under the terms of his lease.
10. This matter is now returned to the County Court.

Name: A. Hamilton-Farey

Date: 22 December 2014