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**First-tier Tribunal
Property Chamber
(Residential Property)**

Case reference : **CAM/22UF/LSC/2015/0041**

Property : **92 Barnard Road,
Galleywood,
Chelmsford,
Essex CM2 8SR**

Applicant : **Chelmer Housing Partnership
(suing as CHP)**

Respondent : **Ms. E.V. Wheal**

**Date of transfer from
the county court at
Chelmsford** : **21st April 2015**

Type of Application : **To determine reasonableness and
payability of service charges**

The Tribunal : **Bruce Edgington (lawyer chair)
David Brown FRICS**

DECISION

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1. In respect of the amount claimed from the Respondent in service charges set out in the claim, the amount which the Tribunal considers to be reasonable is £1,006.07 of which the Applicant has paid £158.09 leaving a balance payable of £847.98.
2. This matter is now transferred back to the county court sitting at Chelmsford under claim number A87YM528 so that any matters not dealt with in this decision such as interest, costs and enforcement can be dealt with.

Reasons

3. This is a claim for service charges including major works involving the replacement of a communal door. The defence lodged with the court alleged a technical matter in that the claimant in the court proceedings was not the landlord. Further, it was alleged that the charge for the communal door was unreasonable.

4. The county court judge arranged for the question as to whether the service charges were reasonable and payable to be transferred to this Tribunal for determination. Happily, all matters have now been agreed. The hearing date fixed for the 13th August has been cancelled and solicitors for each party have written to the Tribunal to confirm that they are content for the hearing to be cancelled and for this determination to be made on the basis of the papers.
5. In order to clarify and record the Respondent's position, her solicitors, Holmes and Hills LLP wrote to the Tribunal on the 12th June 2015 saying

"(a) The Respondent accepts that Chelmer Housing Partnership is her landlord

(b) The Respondent is unable to produce a copy of the alternative estimate obtained by her agent for the works to the communal door

(c) The Respondent accepts that a consultation process was undertaken

(d) The balance of the claim is £158.09 in respect of service charges. The Respondent paid the sum of £474.27 in March 2015 in respect of service charges, of which part (£158.09) discharges the balance of the claim and the remainder (£316.18) is for subsequent service charges owed/owing to Chelmer Housing Partnership

Having regard for the above we invite the Tribunal to make a determination on paper as to the issues before it (namely whether the Respondent is liable, under the terms of the lease dated 25th June 2001 between (1) Chelmsford Borough Council and (2) the Respondent, for the sum of £847.98 for major works (replacement of a communal door)) and further invite the Tribunal to vacate the hearing listed for 13th August 2015."

6. The letter goes on to say, correctly, that matters relating to costs are in the jurisdiction of the county court. A subsequent letter from Devonshires Solicitors LLP, acting for the Applicant and dated 15th June, refers to the above letter and asks the Tribunal for a determination about the payability of the £847.98 for the communal door plus £10 ground rent. It goes on to repeat the points made by Holmes & Hills LLP about dealing with matters on the papers and allowing the court to deal with costs. As the Tribunal has no jurisdiction in relation to ground rent, it obviously cannot deal with that matter.
7. No bundle of documents has been lodged by either party which means that the Tribunal has to determine the case on the documents supplied by the court. The problem with this is that the Tribunal has no documentation or representations save for the above letters on the issues. Both solicitors have decided to abandon the hearing set up by the Tribunal which means, of course, that no inspection has been made of the property and no real assessment of the reasonability of the charge for the door can be made.
8. The Tribunal must do its best to make inferences on the basis of what it has. It

makes the following inferences and, accordingly, the following determinations on the balance of probabilities:-

- The Applicant accepts the claim was brought in the name of CHP whereas it should have been brought in the name of Chelmer Housing Partnership in succession to Chelmsford Borough Council
- The Respondent accepts that there was an error but, nonetheless, has agreed to make payments to the Applicant as her landlord in respect of part of the claim on the basis that “CHP” is simply shorthand for “Chelmer Housing Partnership”. In effect, she abandons her defence in this regard.
- The Respondent thought that an alternative quotation had been obtained for the replacement of the communal door but either it was not or has been lost.
- She acknowledges that there was a proper consultation over these works and that her contractual share of the cost incurred is £847.98. As she has no evidence to contest the amount, she accepts that this amount is payable.

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Bruce Edgington
Regional Judge
6th July 2015