



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

**Case reference** : **LON/00AZ/LSC/2019/0355**

**Property** : **Flat 6, 189-191 Stanstead Road, London  
SE23 1HP.**

**Applicant** : **Quadron Investments Limited.**

**Representative** : **PDC Law Solicitors.  
Mr. J. Wragg of Counsel.**

**Respondent** : **Mr. T. Uthayakanthan (“Mr. Khan”)**

**Representative** : **Mr. T. Deal of Counsel.**

**In attendance** : **Mr. B. Preko – Salter Rex on behalf of  
the applicants.**

**Type of application** : **S.27A, Landlord & Tenant Act 1985.**

**Tribunal  
member(s)** : **Ms. A. Hamilton-Farey.  
Mr. A. Lewicki.**

**Date and venue of  
hearing** : **20 January 2020 at 10 Alfred Place,  
London WC1E 7LR**

**Date of decision** : **27 February 2020**

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**DECISION**

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### **Decisions of the tribunal**

- (1) The tribunal determines the sum of £3,692.12 in respect of service charges, admin fees and ground rent is payable by Mr. Khan within 28 days of this decision.
- (2) The tribunal determines that the sum of £1,991.42 was not reasonably incurred by the landlord and is not payable by Mr. Khan.
- (3) The tribunal determines that Mr. Khan is liable for costs totalling to £2,263.00 in relation to these proceedings.

### **The application**

1. On 29 January 2019 the applicant issued proceedings in the County Court. The particulars of claim relates to £987.59 (ground rent) and £4,623.95 (service charge). In addition, the landlord claims legal costs and fees with a total claim of £7,328.54.
2. An amended claim was issued on 10 August 2019, the amendment relating to the respondent's address for service.
3. By an Order dated of District Judge Cridge on 12 September 2019 (Claim No: E79YX015) this case was transferred to the tribunal.

### **Directions:**

4. Directions were issued by the tribunal on 4 September 2019 which required the parties to exchange documents on which they wished to rely, including a Scott Schedule identifying the individual service charges that were disputed by the tenant and the landlord's response.
5. The applicants informed the tribunal that the respondent had not complied with the directions and on 16 January 2019 Mr. Khan requested an adjournment of the proceedings on the basis that he had not received the tribunal's notice of hearing, and had not received the bundle. Judge Vance informed the respondent that the postponement would not be granted but the request could be renewed at the start of the hearing. The tenant did not make a further application, and the hearing proceeded. Those attending are identified in his decision.

### **The Hearing:**

6. The applicants were represented at the hearing by Mr. J. Wragg of Counsel with Mr. Ben Preko of Salter Rex the previous managing agent in attendance. The respondent Mr. Khan was represented by Mr. T. Deal of Counsel.

7. Mr. Deal informed the tribunal that Mr. Khan accepted liability for the Ground Rent claimed (£987.59), although it appeared during the hearing that this may have actually been disputed. Mr. Khan also accepts liability for some of the service charges, but has said that he raised queries with the managing agents on several occasions, but received no reply. He said that the agents had mis-calculated his liability and had not taken into consideration the contents of a Tomlin Order agreed in 2016.
8. The tribunal was provided with a copy of the Tomlin Order and also a 'statement of sums claimed' which formed the basis of the discussions.
9. The Tomlin Order is not particularly helpful. Although the sum of £9,768.14 is agreed to be payable, it does not specify the accounting date and only records the dates for payment by the tenant. It is agreed that the tenant fulfilled his obligations under the Tomlin Order.
10. We have not been provided with a copy of the claim form from the County Court proceedings leading up to the Tomlin Order and there is a difference of opinion between the landlord and tenant as to the period covered by it. Mr. Preko, as agent for the landlord, says in his witness statement at paragraph 12 that the period covered by the Order was 1 April 2013 until 28 November 2014. Mr. Khan on the other hand says the Order covers all sums due up until 15 July 2016.
11. We are not satisfied by the landlord's evidence in this matter. Had they produced a copy of the County Court Claim we could have determined which payments were included in the Order and which remained in dispute. It is for the landlord to support their case with evidence, and in this case, we do not consider they have discharged the requirements in this regard.
12. Accordingly, we disallow items numbers 1, 2,3, 6 and 11 from the Statement of Sums Claimed, which total to £1,991.42.00, and which relate to charges prior to July 2016.
13. During the hearing Mr. Khan accepted liability for the ground rent, except for that for April 2015 to March 2016 (item 2 on the statement). In addition, Mr. Khan accepted liability amounting to £900.00 and conceded some of the service charges.
14. With respect to the remaining service charge items, it was Mr. Khan's case that either the works had not been carried out, or if they had, they had been done to an unreasonable standard. He accepted that he had no evidence that he had complained to the agents regarding his dissatisfaction, and he had not sought alternative quotations in relation to those services.

15. We were taken through the invoices and receipts. Mr. Perko also told us of the inspections carried out by property managers and said that, although he had not inspected the property himself, he was confident that services had been carried out to a good standard. He also referred to the fact that no other residents or leaseholders had complained about the services.
16. We have no real evidence from Mr. Khan that the services were not being undertaken or were unreasonable and are persuaded by the invoices and Mr. Perko's statement that they were carried out, and the service was reasonable. In the circumstances, we find therefore that Mr. Khan is liable for the balance of the service charges claimed, which together with the ground rent totals to: £3,692.12, and which includes the admin fee of £72.00.
17. At the end of the hearing, the tribunal was presented with a schedule of costs claimed by the landlord in these proceedings. These total to £4,527.60. Mr. Khan was given 14 days on which to make comment in relation to these costs, and to make a S.20C application, if he wished to do so. An application n under S.20C was subsequently received from Mr. Khan.
18. In his statement that accompanied Mr. Khan's application under S.20C, he said that he considered the costs to be excessive, and that it had not been necessary for the landlord to instruct Counsel to represent them at such a short hearing, and that, had the landlord produced the adjusted statement of service charges as requested, the sums claimed would have been paid.
19. We are not entirely convinced by Mr. Khan's statement that he would have paid, and it was obviously necessary for the landlord to commence proceedings. However, we are also concerned to note that the landlord issued two sets of proceedings, having first of all used the incorrect address for Mr. Khan, and that that should not have been necessary. Given that the agents, Salter Rex should have current addresses for all residents. We also find that it should not have been necessary for the landlord to appoint Counsel for a relatively simple case and in the circumstances, we find therefore that Mr. Khan should meet 50% of the costs of these proceedings, a total of £2,263.00 to the landlord. We make a S.20C order in relation to the remaining 50% of the costs, in that they may not be recovered as part of the service charges for the property.

Tribunal: Ms. A. Hamilton-Farey

Date: 27 February 2020.

### **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).