(2527)

LON/00AW/LSC/2006/0060 <u>DECISION OF THE LEASEHOLD VALUATION TRIBUNAL</u> <u>ON AN APPLICATION UNDER SECTIONS 27A OF THE LANDLORD</u> AND TENANT ACT 1987

Address

First Floor Flat, 234 Latimer Road, London, W10 6QY

Applicants

Fountaingate Properties

Respondents

Ms Deborah Hicks

Appearances

Mr F Poole Mr C Cole For the Applicant

Ms D Hicks

Mr J Cellett

For the Respondent

The Tribunal

Mrs F Silverman

Mr J M Power Ms F P Dickie

Hearing date:

13TH August 2006



LEASEHOLD VALUATION TRIBUNAL FOR THE LONDON RENT ASSESSMENT PANEL

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON APPLICATIONS UNDER SECTION 27A OF THE LANDLORD AND TENANT ACT 1985 (AS AMENDED)

Ref: LON/00AW/LSC/2006/0060

Property:

First Floor Flat, 234 Latimer Road, London, W10 6QY

Applicant Landlord:

Fountaingate Properties Ltd

Respondent Applicant:

Ms D Hicks

Referral from Willesden County Court:

17th February 2006

Hearing Dates:

13th July 2006

Members of the Leasehold Valuation Tribunal:

Mrs F Silverman Mr J M Power Ms F P Dickie

DECISION AND REASONS

DECISION

The Respondent is liable to pay service charges to the Applicant in the sum of £4504.40 in respect of the service charge years 2000-2005 inclusive. The calculation of this sum is shown on the annexed Schedule.

REASONS

- 1. The application was transferred to the Tribunal from the Chichester County Court.
- 2. The Applicant sought recovery of arrears of service charge from the Respondent for the service charge years 2004 and 2005. Directions made by the Tribunal permitted the Respondent also to challenge the service charge for the years 2000-2003 inclusive.
- 3. The application also included a claim for arrears of ground rent over which the Tribunal has no jurisdiction, but which we understand have now been paid.
- 4. The hearing took place on 13 July 2006. At the hearing the Applicant was represented by Mr Poole, Solicitor, and the Respondent by Mr Kellett, a friend.
- 5. The Tribunal inspected the property on 13 July 2006 in the presence of the Respondent. The Applicant did not attend the inspection.
- 6. The property (First Floor Flat, 234 Latimer Road, London, W10 6QY) comprises the upper floor of a converted late Victorian or Edwardian mid-terrace house situated in a cul-de-sac. The ground floor flat in the same building is occupied by another tenant. These two flats together comprise the entire building. The houses on the same side of the street as the subject property are similar to the property with small front gardens. Some light industrial buildings are mixed in with the housing and the opposite side of the street consists of light industrial units. The cul-de-sac end of the street is blocked by a major overpass. Local shops and amenities are close by.
- 7. We were only able to view the exterior of the property from the road (no access was possible to the rear). The property is brick built with a slate roof and is in a fair condition. The ground floor windows had been replaced but the paintwork on the upper floor windows was in a poor state. The doors to the bin stores needed attention and the front step and front door were shabby.
- 8. Apart from the main structure the common parts comprise only the ground floor hallway and staircase leading to the upper flat. The entrance to the ground floor flat leads directly from the hallway and the tenant of that flat would not need to use the stairway at all. The hallway and staircase areas

- were papered with woodchip and painted. The staircase was covered in lino. The appearance of this area was unwelcoming and dirty.
- We did inspect the interior of the upper flat which was in reasonable condition.
 It is not further described here as its interior condition is not relevant to the application.
- 10. The Respondent said that she challenged the service charges for all the years in question and had repeatedly asked for sight of the relevant receipts and invoices but had not seen them. She had never asked for permission to inspect the documents. She said that the insurance premiums were too high, challenged the cost of electricity and of maintenance and management.
- 11. She also maintained that the service charge accounts had not been certified but accepted that this had in fact been done now having seen the relevant certification in the Applicant's documents.
- 12. She also complained that the common parts had not been cleaned and that the dustbin area had not been repaired nor had any maintenance been carried out to the front garden. She had not however been charged for any of these items in the service charge accounts. Neither had she made any allegation of breach of covenant in her defence to the county court action nor in her witness statement to the Tribunal.
- 13. The Applicant had produced relevant invoices and receipts in their bundle of documents. They said that they had sent this to the Respondent by post. The Respondent said that she had not received the Applicant's bundle prior to the hearing and the Tribunal adjourned for 20 minutes to allow her to read through these documents and to permit the Applicant to read the documents in the bundle produced by the Respondent which she had not sent to the Applicant prior to the hearing.
- 14. Having seen the Applicant's documents the Respondent conceded that the charges for electricity were reasonable. These charges are therefore payable in full by her.
- 15. We are satisfied that the Respondent is liable to pay for the challenged items under the terms of her lease.
- 16. In relation to insurance, the Applicant produced the relevant receipts and vouchers for the insurance premiums. The Respondent said that the premiums were too high and that cover could be obtained cheaper elsewhere. The Respondent did not however produce any evidence of alternative quotations. The Tribunal considered the premiums were on the high side for a property of this type. The policy had been obtained through a broker and the premiums were not outside the normal range payable. In the absence of any evidence as to alternative quotations, and in the expert opinion of the Tribunal, the Tribunal finds these amounts are payable in full by the Respondent.

- 17. The Respondent challenged the two items of maintenance saying that they could have been done more cheaply by a local contractor. No alternative quotations were presented by the Respondent who made no challenge to the nature or quality of the work done. The costs charged in relation to these items were not excessive and the Tribunal finds that these items are also payable in full by the Respondent.
- 18. The Respondent also challenged the management fees charged by the Applicant and suggested that a fee of £100 per year would be a reasonable fee. The Applicant said that they charged a flat fee per property each year irrespective of the amount of work carried out. Although the management fee charged by the Applicant per flat was itself within the bands of reasonableness for a property of this type, the Tribunal felt that in the particularly circumstances, where the Applicant had carried out virtually no maintenance to the property, the fee was too high, and reduces this by 20% for each of the years in dispute.
- 19. The Respondent is by the terms of her lease bound to pay one half of the total service charge for the building.
- 20. The amounts which the Respondent is now liable to pay are set out in detail on the Schedule annexed. Service charges for the years 2000-2003 inclusive have already been paid in full by the Respondent but she has so far paid nothing in respect of service charge years 2004 and 2005. Because the Tribunal has reduced the Applicant's management fee charges for years 2000-2003 inclusive, the Respondent is entitled to a rebate in respect of these years which has been taken into account in assessing the total sum now payable by her.
- 21. The Tribunal finds that the applicant should be limited to the sum of £500. in relation to any costs of these proceedings should it seek to add these costs to the next service charge account. This limitation ox imposed because of the Applicant's demonstrated lack of co-operation with the Respondent in producing evidence to her of the receipts and invoices relating to the amounts sought to be recovered.

Chairman	(Vener)				
Date	10	Aux o	^		

234 LATIMER ROAD, LONDON W10

Service Charge Determination

ltem	Year 2000	Year 2001	Year 2002	Year 2003	Year 2004	Year 2005
Building Insurance	711.95	880.32	1071.20	1203.60	1252.54	1381.49
Communal Electricity	52.10	68.04	66.36	63.95	61.39	56.47
Repairs	181.48		173.90	_		· -
Management	240.00	280.00	280.00	328.00	328.00	328.00
	£ 1185.53	1228,36	1591.46	1595.55	1641.93	1765.96

Total: £9008.79

50% service @ £4504.40