

Introduction

- 1 Following the previous determination the parties were unable to agree the figures in accordance with the formula laid down by the Tribunal as a result of which the matter was referred back to the Tribunal for determination on the figures.
- 2 The Tribunal gave directions that the invoices should be produced and that the parties should make submissions as to the amounts due. Invoices were produced by the landlord and the Applicant produced a schedule based on the invoices disclosed and calculated in accordance with the lease. at 5.3% as determined by the Tribunal. Submissions were received from both parties but the landlord's submissions were late and only received by the Applicant on the day of the hearing. .

The Hearing

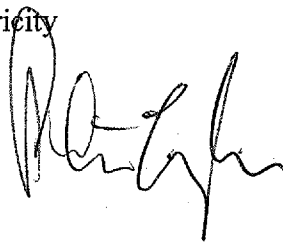
- 3 At the hearing Ms Taylor appeared in person accompanied by her mother and Mr Goodfellow the managing agent appeared on behalf of the Respondent.
- 4 The Tribunal requested that Mr Goodfellow reconcile the amount which the Respondent was claiming with the invoices produced but he was unable to do so. He stated that this was the amount which had been paid based on the statements from British Gas
- 5 The Tribunal indicated that it proposed to accept the analysis put forward by the Applicant as to her liability. In addition the Tribunal indicated that it would reduce the amount claimed for night rate between June and December 2006 to 4.31% the rate previously prevailing instead of the 13% shown on the invoices.
- 6 The parties were invited to withdraw to see if agreement could now be reached on the figures. After a short adjournment the parties returned to state that they had agreed the amount due up to 31st December 2006 in the sum of £500

Decision

- 7 The Tribunal confirmed that the Applicant is liable to pay electricity charges in the sun of £500 up to 31st December 2006. In addition the Tribunal ordered that the Respondent reimburse the Applicant for the sum of £300 being £150 for the cost of the original application and £150 for the hearing.

- 8 The Tribunal was also minded to make an order under Schedule 12 Paragraph 10 of the Commonhold and Leasehold Reform Act 2002 against the Respondent as it considered that the necessity for the hearing had arisen through the fault of the landlord. The only amount claimed by the Applicant under this head was £8 in respect of the congestion charge. The Tribunal therefore awarded the Applicant a further £8 under this head.
- 9 The Tribunal ordered that these sums should be credited against future liabilities for service charges and electricity

Chairman Peter Leighton



Date 14th November 2007