

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
SOUTHERN RENT ASSESSMENT PANEL  
LEASEHOLD VALUATION TRIBUNAL**



**S.27A Landlord & Tenant Act 1985 (as amended) ("the Act")**

**DECISION of the Leasehold Valuation Tribunal & ORDER**

Case Number:	CHI/OOML/LSC/2009/0023
Property:	Ground Floor Flat 5 Carlisle Road Hove East Sussex BN3 4FP
Applicant/Lessee	Devechand Joysury
Respondent/Lessor	Hugo Robertson
Date of Hearing:	2 <sup>nd</sup> September 2009
Appearances:	None for either party
Tribunal Members:	Mr R T A Wilson LLB (Lawyer Chairman) Mr N Cleverton FRICS (Valuer Member) Ms J Morris (Lay Member)
Date of Decision:	14 <sup>th</sup> September 2009

**The Application**

1. This was an application made by Mr Joysury the leaseholder under Section 27A of the Landlord and Tenant Act 1985 as amended ("The Act") for a determination of his liability to pay service charges in relation to 5 Carlisle Road, Hove.

**Decision**

2. On the day of the hearing the Tribunal received confirmation from both parties that a settlement had been reached as a result of which the Tribunal had no jurisdiction to determine the issues.

3. The Tribunal therefore makes no determination.

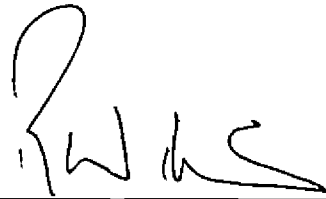
### **Preliminaries**

4. The case was commenced by the Applicant on the 11<sup>th</sup> February 2009 and consisted of a claim against the Respondent in respect of service charge levied in 2007.
5. The Tribunal issued directions requiring the Applicant to file a written statement of case together with supporting documentation and for the Respondent to reply. The Tribunal set a target date for a hearing of the 9<sup>th</sup> July 2009.
6. The case was set down for hearing on the 9<sup>th</sup> July 2009 when both the Applicant and the Respondent attended with their legal representatives. The Applicant had failed to comply with the directions as a result of which there was no statement of case enabling the Tribunal to determine the matter.
7. The hearing was thus treated as a directions hearing and further directions were issued requiring the Applicant to file a statement of case and for the Respondent to file a reply with a target date of a second hearing of the 2<sup>nd</sup> September 2009.
8. The Applicant filed a statement of case via his solicitors but thereafter his solicitors brought their retainer to a close in advance of the hearing. It appears that the Applicant then conducted negotiations directly with the Respondent's solicitors with a view to settling the action.
9. On the 16<sup>th</sup> July 2009 the Applicant wrote a letter to the Respondent's solicitors offering a settlement of £7,000 against the £7,800 claimed for the outstanding services charges. A cheque for £7,000 appears to have accompanied this letter.
10. On the 18<sup>th</sup> August 2009 the Tribunal received a letter from the Respondent's solicitors confirming that their clients had received the cheque for £7,000, which their client had accepted in settlement of the outstanding charges.
11. The letter contains the statement 'we hope therefore that the Tribunal will accept this evidence as sufficient evidence that there has been an agreement/admission in accordance with section 27(4) (a) of the 1985 Act'.
12. The letter put the Tribunal on notice that neither the Respondent nor their solicitors intended to attend the hearing on the grounds that "an agreement had been reached regarding the items in dispute and therefore liability has been agreed and admitted by the Applicant. Accordingly under Section 27 A (4) (a) of the Act the Tribunal, in our view, no longer has jurisdiction."

**Evidence & Consideration.**

13. The Tribunal carefully considered the evidence tendered to it in respect of the contention that agreement had been reached by the parties in respect of the issues in dispute. The papers before the Tribunal included a letter from the Applicant dated the 26<sup>th</sup> August 2009 to the Tribunal confirming that on the advice of his solicitor the Applicant had made an offer to the Respondent and now wished to withdraw his application.
14. The Tribunal reviewed the correspondence between the parties and concluded that an offer to settle had indeed been made by the Applicant and the Respondent had accepted this offer. In addition the Applicant had expressed his wish that the application be withdrawn
15. The consequences of the above are, as pleaded by the Respondent, namely that by virtue of Section 27 A (4) (a) of the Act the Tribunal is not able to determine the application because an agreement has been made between the parties settling the dispute. As a result the Tribunal has no jurisdiction.

Chairman



R T A Wilson LLB

Dated: 14<sup>th</sup> September 2009