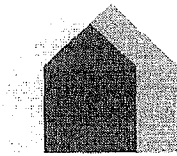


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**Residential
Property**
TRIBUNAL SERVICE

RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL
LANDLORD AND TENANT ACT 1985 – SECTION 27A

LON/OOAG/LSC/2010/0361

Premises: Flat 90, Regency Lodge, Adelaide Road,
Swiss Cottage, London NW3 5EB

Applicant: Regency Lodge (RTM) Company Limited
Parkgate Aspen (Managing Agents)

Represented by: Benson Mazure LLP

Respondent: Mr. G.A.O. Ikazobah
Ms. E.O. Ikazoboah

Represented by: N/A

Tribunal: Ms. LM Tagliavini, LLM, DipLaw, BA Hons,
Barrister & Attorney-at-Law (NY)
Mr. C Gowman, BSc, MCIEH

Hearing date (paper): 4 August 2010

1. This is an application made pursuant to section 27A of the Landlord and Tenant Act 1985, seeking the Tribunal's determination as to the reasonableness and payability of service charges amounting to 7,051.75 in respect of arrears and interim sums, together with a demand for anticipated costs (reserve fund). The subject premises comprise a flat on the floor of a purpose built block of flats held pursuant to a lease dated 1st September 2005 for a term of 99 years (less 3 days) from 25th December 1987 at a rent of £100 per annum rising, and made between (1) Daejan Properties Limited (2) Gerald Anthony Oshone Ikazoboh and Emike Omoayena Ikazoboh. On 4th July 2006, the Applicant acquired the right to manage the building and appointed Parkgate Aspen as its managing agents as of November 2006.

2. On 22nd June 210, the Tribunal held a pre-trial review at which the Respondent did not appear and was not represented. The Applicant has complied with those directions made at that hearing by serving a detailed Statement of Case, together with supporting documentation on the Respondents and on the Tribunal. The Respondent has failed to contact the Tribunal or send in any objection to the application. The Tribunal is satisfied however, that this application is likely to have come to the Respondent's attention as service charge demands sent to the subject premises, have in the past been paid (albeit late), and no alternative address has been provided for correspondence.

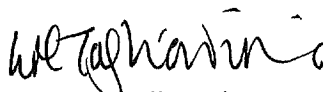
3. As neither party requested an oral hearing, this application was determined on the documents only in accordance with the directions made.

4. In support of its application, the Applicant provided the Tribunal with comprehensive documentation as to the service charges incurred,

including the major works that have been carried out. A copy of the budget for the annual maintenance costs for the service charge years 08/09 and 09/10 were provided together with a copy of the audited accounts for the earlier of those years. Estimates for the service charge year 2010/11 were also provided. Major works included the replacement of heating/boiler equipment and lift works with extensive electrical works having been proposed but not yet commenced.

5. The Tribunal considered the reasonableness of the major works, the heads of annual service charges and their costs. In the absence of any challenge to these charges and from the documentation provided by the Applicant, the Tribunal is satisfied that the major works have been properly specified and tendered, with the most competitive quotes being accepted. The Tribunal considers the annual service charges are reasonable and the Respondents have a liability to pay 1.17% of the total service charges incurred. The Tribunal notes that provision for on account sums to be paid, including anticipated expenditure, is also made in the lease (clause 2(v)).

6. In conclusion, the Tribunal determines that the arrears of service charges in the sum of £7,051.75 are due and payable by the Respondents. The Tribunal finds that the Respondents are liable to pay under the terms of the lease, the Applicant's reasonable costs of this application. In the absence of a schedule of costs provided to the Tribunal, it is unable to reach any determination on those costs.



Chairman: LM Tagliavini

Dated: 4 August 2010