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**Residential  
Property**  
TRIBUNAL SERVICE

**LEASEHOLD VALUATION TRIBUNAL FOR THE LONDON RENT  
ASSESSMENT PANEL**

**LON/00AM/LSC/2010/0233**

**Applicant: Merrick Property Corporation Limited**

**Representation:  
Respondent: Mr Richard George Dunmall**

**Property: 93A Balls Pond Road, London N1 4BL**

**Leasehold Valuation Tribunal: Ms Helen Carr  
Ms Alison Flynn**

**Date of Decision 7<sup>th</sup> June 2010**

## BACKGROUND

1. The Tribunal was dealing with a matter transferred by District Judge Manners from the Clerkenwell and Shoreditch County Court by an order dated 30<sup>th</sup> March 2010 , for a determination under s.27A of the Landlord and Tenant Act 1985 as to liability, and if so, the extent of, the Respondent's liability to pay service charges.
2. The application relates to 93A Balls Pond Road, London N1 4BL (the property). The Applicant is the freeholder of the property. The Respondent is the lessee of the property.
3. The claim in the County Court is for advance service charges for the the service charge years ending 25<sup>th</sup> December 2008 and 25<sup>th</sup> December 2009. The amount claimed totals £1,095.66p.
4. The Tribunal issued directions on 28<sup>th</sup> April 2010 and decided that the matter would be determined by a paper hearing unless application was made by either party for a hearing.
5. No such application has been received.
6. The Respondent did not file a Defence in the County Court and has not complied with the Directions issued by the Tribunal.

## Determination

1. The lease of the property makes provision for the payment of advance service charges by clause 3(2).
2. The amount of the service charge payable in advance is provided for in paragraph 2 of the fourth Schedule to the lease. What this provides is that the sum will be that specified in the Particulars or such other yearly sum as the Landlord's Chartered Accountant may from time to time determine as being a fair and reasonable sum on account of the Expenditure for the year in question and notified in writing to the Tenant.
3. The Applicant has provided to the Tribunal copies of the relevant expenditure budgets, demands for the Advance Service Charge, and a copy of the certified account for the Landlord's Account year ending 25 March 2009. It also indicated that it has made efforts to communicate with the lessee via his mortgagee.
4. The Tribunal notes that the service charge year ends on 25<sup>th</sup> December but that the expenditure accounts are worked on the basis

of the year ending 24<sup>th</sup> March. Moreover there has not been provided to the Tribunal a statement from accountants in accordance with paragraph 2 of the Fourth Schedule to the lease.

5. However no argument has been received from the Respondent that the advance service charge is unreasonable. Nor has he made any argument in connection with liability.
6. The Tribunal has considered carefully the figures provided to it, and has determined on the basis of its own expertise that the figure claimed of £1, 095.66 p is reasonable and payable.

Chairman

A handwritten signature in black ink, appearing to read 'Helen Carr', written in a cursive style.

Helen Carr

7<sup>th</sup> June 2010