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

**Landlord and Tenant Act 1985 Section 27A**

**LON/00AU/LSC/2010/0356**

**Applicant: Mr Brian Kennedy**

**Respondent: 13/14 Duncan Terrace Limited (through  
its agents Warwick Estates Management  
Ltd)**

**Property: 13 Duncan Terrace London N1 8BZ**

**Leasehold Valuation Tribunal: Dr Helen Carr  
Mr Stephen Shaw LLB (Hons) MCI Arb**

**Date of Decision: 19<sup>th</sup> July 2010**

## **Preliminary**

1. The Applicant, Mr Brian Kennedy, applied to the Tribunal on 20 May 2010 under s.27A of the Landlord and Tenant Act 1985 for a determination as to the payability and reasonableness of service charges totalling £608.00 which were demanded in the service charge year 2009/10.
2. The Applicant is the leasehold owner of a ground floor flat, 13 Duncan Terrace (the property) which is a self contained flat within the building 13/14 Duncan Terrace.
3. The Respondent owns the freehold of 13/14 Duncan Terrace.
4. Directions in this matter were issued on 27<sup>th</sup> May 2010 when it was determined that the matter was suitable for determination on the paper track, ie on the basis of documentation alone without the need for the parties to attend.
5. The matter was set down for determination in the week beginning July 19<sup>th</sup> 2010.

## **The Determination**

6. The Tribunal had the benefit of the bundle of documents prepared by the Applicant.

### **The Applicant's case**

7. The Applicant's case in brief is that he is the leasehold owner of the property which includes a portion of land on which was built a brick outbuilding. At some time during 2009 the outbuilding was demolished without his permission on the instructions of the Respondent. This, according to the Applicant, constitutes a breach of his lease which the Respondent is required to rectify. The Applicant is therefore withholding payment of the service charges demanded during the service charge year 2009/10 on the basis that the Respondent has failed to meet its obligations, in particular to maintain the integrity of his leasehold interest.
8. The Applicant argues that this matter is within the jurisdiction of the Tribunal as it relates to s.17 of the Landlord and Tenant Act 1985 and is a breach of the terms of the lease.

### **The Determination of the Tribunal**

9. The Tribunal has considered the arguments of the Applicant carefully. The statutory jurisdiction of the Tribunal under the Landlord and Tenant Act 1985 relates to disputes about the reasonableness and payability of service charges. The Tribunal is not able to resolve disputes which fall outside of this statutory remit, however much parties before it consider it sensible or appropriate that it does so. The Applicant has not argued that the service charges demanded are not payable per se, nor has he provided any evidence that the service charges demanded are unreasonable..
10. The Tribunal understands his claim against the Respondent as being one of breach of the terms of the lease. The proper forum for the resolution of disputes that relate to the terms of the lease is the county court. It is also the county court which has the power to order specific performance in accordance with s.17 of the Landlord and Tenant Act 1985. That section clearly falls outside of the powers of the Tribunal.
11. The Tribunal therefore DETERMINES that it has no jurisdiction in this matter.

Dr Helen Carr

19<sup>th</sup> July 2010

Dated 19<sup>th</sup> July 2010