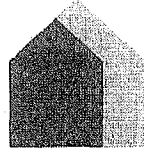


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Residential
Property
TRIBUNAL SERVICE

**LONDON RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

Case Reference LON/00AY/LSC/2010/0669

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION
UNDER S27A AND S 20C OF THE LANDLORD AND TENANT ACT 1985**

Applicant: Ms K Holden (Tenant)

Respondent: Mrs S Dave (Landlord)

Premises: First Floor Flat 55 Romola Road Herne Hill London
SE24 9BA

Date of Application: 25 August 2010

Leasehold Valuation Tribunal: Mrs F J Silverman Dip Fr LLM
Mr D Jagger FRICS
Miss R Emblin

Date of hearing : 9 December 2010

Decision

The Tribunal determines the reasonableness of the service charges for the years 2006-10 (inclusive) as set out in the reasons below. The Applicant/Tenant's share of the service charge is one third of the total sums allowed, as per the provisions contained in the lease.

The Tribunal makes an order under s20C Landlord and Tenant Act 1985 .

1 By an application dated 25 August 2010 the Applicant , who is the tenant of the premises known as First Floor Flat 55 Romola Road Herne Hill London SE24 9BA applied to the Tribunal for a determination of the reasonableness of her service charge for the years 2005-8. Directions were issued by the Tribunal on 8 October 2010.

2 An application was also made for an order under s 20C Landlord and Tenant Act 1985 .

3 The hearing of the matter took place on 9 December 2010. The Applicant was represented by Mr Holden.

4 The Respondent represented herself at the hearing.

5 The Tribunal did not consider it necessary to inspect the property which the Tribunal understands to be a house which is divided into three flats each bearing a one third responsibility for service charge under Clause 2(11) of the lease under which the property is held.

6 The lease under which the premises are held provides in Clause 3 for the landlord to provide services and to insure the building and in

clause 2.11 for the tenants to reimburse the landlord for the cost of service charges and insurance. There is also provision for the tenants to pay £50 per annum as an advance payment into the maintenance fund. There is no provision for interest to be charged on overdue amounts.

7 The Applicant has sought information from the Respondent as to the insurance of the property and in relation to the service charge. The Respondent has failed to comply with those requests save that insurance details were supplied by the Respondent during the course of these proceedings.

8 By s21B Landlord and Tenant Act 1985 a demand for service charges issued by a landlord must be accompanied by a statement contained prescribed information. None of the service charge demands issued by the Respondent in this case comply with s21B. Accordingly the Applicant is entitled to withhold payment of any service charge due until the section has been complied with.

9 The parties agreed that the sums in dispute were comprehensively set out on page 13 of the bundle of documents.

10 In relation to insurance the Applicant agreed that the property had been validly insured for the years 2005-6 2006-7 and 2007-8 and did not challenge the amount of the insurance premium for those years. The premium for 2005-6 had been overpaid by the Applicant in the sum of £99 and an allowance of that sum must be made against the premium for 2006-7 (£686.68) which, together with the premium for 2007-8 (£715.66) is now payable. These sums are therefore payable by the Applicant in the proportion reserved by her lease and subject to withholding under s21B Landlord and Tenant Act 1985 (paragraph 8 above).

11 The Applicant disputed the management fees of £250 (2005-6) and £500 (for each of the years 2006-7 and 2007-8) claimed by the Respondent. The Respondent was unable to produce to the Tribunal any evidence to show that these fees had been invoiced to the landlord by a management company or had been paid by the landlord to such a

company, nor what work , if any, had been undertaken by a management company on the landlord's behalf. These amounts are therefore not recoverable by the Respondent.

12 The Applicant agreed that a survey had been commissioned by the Respondent in the year 2005-6 and did not dispute the surveyor's invoice which was produced to the Tribunal by the Respondent. This sum is therefore payable by the Applicant in the proportion reserved by her lease (the Applicant's one third share of this invoice amounts to £133.33) and subject to withholding under s21B Landlord and Tenant Act 1985 (paragraph 8 above).

13 The following items are not within the jurisdiction of the Tribunal on this application and are therefore not discussed within this Decision : liability for ground rent ; the Applicant's claims for consequential loss and damage arising out of non-repair of the property by the Respondent; the Applicant's claims for loss of rental income and solicitor's costs.

14 The Applicant asserted that a RTM company had taken over the management of the property in 2008 but was unable to demonstrate to the Tribunal that an order to that effect had been made by a Leasehold Valuation Tribunal.

15 The Respondent acknowledged that she was unaware of her statutory duties under the Landlord and Tenant Act 1985.

16 The Tribunal recommended that both parties seek legal advice as to their rights and obligations under the lease.

17 The Applicant also made an application for an order under s20C Landlord and Tenant Act 1985. The Respondent opposed the making of such an order. Having considered the matter, the Tribunal determines that it will make an order under this section. The Applicant has substantiated a large part of her case before the Tribunal and, except in relation to insurance, the Respondent has failed to supply any substantive evidence in response to the application. The accounts served by the Respondent

are poorly presented inaccurate and unsupported by any evidence of payment. Further, the demands do not comply with current legislative requirements.


Frances Silverman

Chairman

9 December 2010.