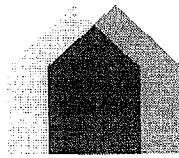


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Residential
Property
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL
COMMONHOLD AND LEASEHOLD REFORM ACT 2002 – SCHEDULE 11
LANDLORD AND TENANT ACT 1985 – S20C**

LON/OOAZ/LAC/2010/0005

Premises: 13A Felday Road, Lewisham, London SE13 7HQ
Applicant: Mr. Christopher Barlow
Respondent: Mrs. Carol Lasowski
Tribunal: Ms. LM Tagliavini, LL.M, DipLaw, BA Hons, Barrister
Date of hearing (paper): 8 June 2010

1. This is an application made pursuant to schedule 11 of the Commonhold and Leasehold Reform Act 2002. The Applicant seeks a determination of the reasonableness of a £500 "fee" charged by the Respondent to the Applicant, in respect of answering standard enquiries made by the buyer of the Applicant's leasehold interest. The Applicant sold his leasehold interest in the subject premises in around December 2009.
2. The Applicant previously held a leasehold interest of the subject premises, a ground floor flat in a converted Victorian house, pursuant to a lease dated 30 April 1985 granting a term of 99 years with effect from 25 March 1985. This lease specifies in clause 4(ii) the obligation on the part of the lessee to pay service charges. The Fourth Schedule of the lease sets out in detail what those service charges include:

"1.The expense of maintaining repairing redecorating and renewing;-

- (a) the roof foundations main structure boundary walls and paths main water tanks gutters and rainwater pipes pf the Mansion*
- (b) the gas and water pipes drains and electric cable and wires in under and upon the Mansion and enjoyed or used by the Lessee in common with the owner and lessee of the other flat*
- (c) the main entrance passages landings staircases and forecourt of the Mansion*
- (d) Such sums (if any) as the Lessor may from time to time be called upon to pay by way of general and water rates in respect of the parts of the Mansion used in common*
- (e) The cost of decorating the exterior of the Mansion*
- (f) The provision of lighting to the entrance hall and common parts of the Mansion*
- (g) The cost of insurance premiums payable by the Lessor for taking out and maintaining in force the insurance policy or policies referred to in clause 5(d) hereof and such other insurances as the Lessor may from time to time deem necessary and desirable.*
- (h) The cost of keeping in good and substantial repair the boundary walls and fences of the Mansion*

7. Any other expenses of a recurring nature which the Lessor may reasonably deem in the interest of good management The Lessor shall be entitled to add to all and any of the above items the reasonable administration expenses of the Lessor and its Managing agents and where any repairs redecorations or renewals are carried out by the Lessor he shall be entitled to charge as the expenses or costs thereof his normal charges (including profits) in respect of such work."

3. Schedule 11 of the 2002 Act states:

1(1 In this Part of this schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which payable, directly or indirectly-

- (a) for in connection with the grant of approvals under his lease, or applications for such approvals,*
- (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,*
- (c)*
- (d)*

2. *A variable administration charge is payable only to the extent that the amount of the charge is reasonable.*"

4. It is the Applicant's case that the fee of £500 is an administration fee. He challenges the reasonableness of this sum on the grounds that little work was required; any additional work required in providing the insurance details was due to the landlord's own errors on the insurance details, and the sum charged is excessive and unreasonable.
5. The landlord in reply, asserts that considerable work was required to answer the queries raised, and that additional work was needed to clarify issues arising. The sum claimed of £500 was agreed and is reasonable
6. It is the Tribunal's opinion, that the lease allows the charging of administration costs only so far as they fall within the descriptions set out in the Fourth Schedule of the lease. In the Tribunal's opinion the charge of £500 for the provision of information to a prospective buyer of a leasehold interest, does not fall within that definition. It is therefore not a charge that can be made under the terms of the lease.
7. Had the lease provided for such charges, it is the Tribunal's opinion that Para 1(1)(b) of the 2002 Act would apply. Had that been the case, it is the Tribunal's view that a sum of £50.00 only, would be considered reasonable considering the uncomplicated nature of the landlord's questionnaire. Similarly, there can be no question of any further costs arising on the part of the Respondent in respect of this application to the LVT as there is no provision in the lease for these.
8. Therefore, the Tribunal directs that the sum of £500 is not a charge that can be properly demanded under the terms of the lease and should be returned to the Applicant in full, *(or in any alternative sum that the parties may agree themselves outside of the jurisdiction of this Tribunal).*



Chairman: LM Tagliavini

Date: 8 June 2010