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HM COURTS & TRIBUNALS SERVICE

LEASEHOLD VALUATION TRIBUNAL

In the matter of a Claim transferred from the County Court (Service Charges)

Case No. CHI/29UM/LSC/2011/0156

Property: Flat D Courtney Hall
175 The Street
Boughton Under Blean
Faversham
Kent
ME13 9BH

Between: Fajast Holdings Limited
("the Applicant")

And

Mr. R Martin
("the Respondent")

Date of Hearing: 8th February 2012

Members of the Tribunal: Mr. R. Norman
Mr. R. Athow FRICS MIRPM

Date Decision issued: 9th February 2012

**FLAT D, COURTNEY HALL, 175 THE STREET, BOUGHTON UNDER BLEAN,
FAVERSHAM, KENT ME13 9BH**

Decision

1. Fajast Holdings Limited ("the Applicant") is not the freeholder of Flat D, Courtney Hall, 175 The Street, Boughton Under Blean, Faversham, Kent ME13 9BH ("the subject property") and Mr. R. Martin ("the Respondent") who is the lessee of the subject property is not liable to pay service charges to the Applicant. The Applicant has no standing in these proceedings.

2. An order for the Applicant to pay to the Respondent costs in the sum of £74.13 was made.

Background

3. The Applicant had commenced proceedings against the Respondent in the County Court (Claim Number 1QZ00575) claiming payment of ground rent, service charges, other charges and interest. That matter was transferred to the Tribunal for determination of the matters the subject of the claim which were within the jurisdiction of the Tribunal.

4. In advance of the hearing, documents had been produced on behalf of the Applicant and by the Respondent.

Inspection

5. On 8th February 2012 in the presence of Mr. White on behalf of the Applicant, Mr. Vanns FRICS who had been instructed to prepare a report on the works needed to Courtney Hall, and the Respondent there was an inspection of the exterior of Courtney Hall and the interior of the subject property. Mr. Freeman, the tenant of the subject property was also present at the inspection of the interior of the subject property.

Hearing

6. Present at the hearing were Mr. White, Mr. Vanns, Mr. Martin, Mr. Freeman and Ms Tap the lessee of Flat E at Courtney Hall.

7. The Tribunal explained that it did not have jurisdiction to deal with claims for ground rent and that such claims were a matter for the County Court and that it was only the matters such as claims for service charges and insurance within the period claimed in the County Court proceedings which were within the jurisdiction of the Tribunal.

8. At the request of the Tribunal Mr. White gave some details of the sum claimed.

9. The Tribunal asked Mr. White if he was the managing agent for the Applicant or if he was an employee of the Applicant as he signed letters in his own name on Fajast Holdings Limited notepaper. He replied that he seemed to have moved into the role of managing agent.

10. In a statement dated 16th December 2011, which Mr. White had prepared and submitted in response to directions, he stated that he had been engaged by the Applicant to maintain the accounting of the Applicant's interest in the freehold in Boughton under Blean, Kent ME13 known as Courtney Hall.

11. The Tribunal asked Mr. White if the Applicant was the freeholder of Courtney Hall. He replied that the freeholder was another company: Shokran Limited which, like

the Applicant, had an address in Gibraltar and, like the Applicant, had the address: Third Floor, Wigglesworth House, 69 Southwark Bridge Road, London SE1 9HH.

12. The Tribunal considered this evidence and in response to further questions from the Tribunal Mr. White stated that Shokran Limited became the freeholder in 2008 and was the freeholder in 2011 at the time the County Court proceedings were commenced.

13. The Tribunal announced that as the Applicant was not the freeholder, the Applicant had no standing in this matter, the proceedings could not continue and that this would be reported back to the County Court.

14. The Respondent referred to Paragraph 10 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002 and made an application for his costs in connection with preparing for and attending this hearing. He gave details of his costs which amounted to £74.13.

15. The Tribunal read out Paragraph 10 and asked Mr. White if he had anything to say about this application. He said he would set off £74.13 against money owed by the Respondent.

16. The Tribunal considered the application for costs and on the evidence received came to the conclusion that the Applicant had acted unreasonably in connection with the proceedings in that the Applicant should not have commenced the proceedings. Consequently costs of £74.13 were ordered to be paid by the Applicant to the Respondent.



R. Norman
Chairman