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**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **LON/00AK/LSC/2013/0579**

Property : **147 Plowman Close, London N18
1XB**

**Applicant Management
Company** : **Wilbury Way (Block H)
Management Co Ltd**

Representative : **C Beddall Management Services**

Respondent Tenant : **Mr Chukwuemeke Nwande**

Representative : **In person**

Type of Application : **Liability to pay service charges**

Tribunal Members : **Judge Adrian Jack, Surveyor
Member Luis Jarero BSc FRICS,
Tribunal Member J Francis QPM**

**Date and venue of
determination** : **10 Alfred Place, London WC1E 7LR**

Date of Decision : **17th January 2014**

DECISION

Background

1. By a claim form issued in the Northampton Bulk Issuing Centre on 16th March 2013 under action number 3YK19598 the landlord sought payment of £1,111.48 plus costs comprising £972.00 in respect of the service charge year 1st December 2010 to 30th November 2011, £999.48 in respect the service charge year 1st December 2011 to 30th November 2012 and managing agents expenses of £60.00. Credit was given for payments made of £920.00.
2. The tenant sought to dispute the claim, but his original defence was struck out. He then served a second defence in which he made a generalised allegation of want of maintenance and complained that the window frames had not been painted. The action was transferred to the Edmonton County Court.
3. By Order of District Judge Silverman made 9th August 2013 the claim was transferred to the Leasehold Valuation Tribunal (by which the First-tier Tribunal (Property Chambers) was clearly intended) "for determination of the issues raised by the defence."
4. The Tribunal (Regional Judge Powell) gave directions on 12th September 2013. A case management hearing had been listed on that day, but the applicant management company indicated that it could not attend. The tenant did not contact the Tribunal and did not appear at the hearing. Accordingly Regional Judge Powell gave directions, including a direction that the matter be determined on paper unless either party requested an oral hearing.
5. In the event neither party requested an oral hearing. The tenant failed to comply with the directions and (apart from his defence) has put forward no case. The matter was originally due to be determined in the week commencing 2nd December 2013, but the applicant failed to file a full copy of the lease, so Deputy Regional Judge Dowell adjourned the matter further.

DISCUSSION

6. The lease permits the management company to recover monies in respect of costs *to be* incurred. Accordingly it was legitimate for the management company to seek to recover costs in respect of painting before such work was carried out. The lease provided for the management company to paint every three years.
7. In the absence of any detail from the tenant as to the generalised allegation of want of repair, the Tribunal is unable to find the allegation proven. Moreover, if repairs had been carried out, then the tenant would have been obliged to pay for them. It is only in the (comparatively rare) case that a failure timeously to repair results in greater costs that an argument on the tenant's part for a reduction by the excess can succeed. The tenant has not made out any such case.

8. The tenant raises no issue as to the costs claimed by the managing agents.
9. In these circumstances we disallow nothing.
10. There were no applications for costs in the Tribunal. The costs in the County Court are a matter for that Court.

DECISION

- (a) The Tribunal disallows none of the sums claimed in the Particulars of Claim.
- (b) There be no order for costs in the Tribunal.
- (c) The matter be transferred back to the Edmonton County Court.

Name: Adrian Jack

Date: 17th January 2014