



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

Case Reference : LON/00AH/LSC/2017/0228

Property : Flat A Summervale, Queen Mary Road, London SE19 3NW

Applicant : Ground Rents (Regis) Ltd

Representative : JB Leitch

Respondent : Leel de Silva

Type of Application : Breach of covenant
Payability of administration charges

Tribunal Members : Judge Nicol
Ms Helen Gyselynck MRICS

Date and Venue of hearing : 15th August 2017
10 Alfred Place, London WC1E 7LR

Date of Decision : 15th August 2017

DECISION

Decision of the Tribunal

Pursuant to an agreement reached between the parties and recorded further below, the Tribunal:

1. Grants permission to the Applicant to withdraw all claims in these proceedings against the Respondent other than the ground rent issue referred to in paragraph 2 below.
2. Transfers back to the county court the Applicant's claim for outstanding ground rent payments from the Respondent.

The Tribunal's reasons

1. The Applicant is the freeholder of the subject property and the Respondent is the lessee. Following a transfer from the county court (claim no: C30LV310), the Applicant sought a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 ("the Act") that breaches of covenant had occurred in relation to the obligation under clause 2(13) of the lease for the Respondent to insure the building. Further, the Applicant alleged that they had incurred administration charges in arranging their own insurance and sought a determination as to their payability and reasonableness under Schedule 11 of the Commonhold and Leasehold Reform Act 2002.
2. The hearing of this matter on 15th August 2017 was attended by Mr Walters of counsel on behalf of the Applicant and by the Respondent in person. The Tribunal spent some time with Mr Walters seeking to clarify the issues in dispute. Also, there were problems with the Applicant's bundle: the Tribunal's copies were not indexed and, most significantly, the Respondent said he had not received a copy. The Tribunal granted Mr Walters a short adjournment at his request to take further instructions by phone.
3. During the adjournment, the parties reached agreement:
 - (a) The Respondent will arrange for now and in future that the buildings insurance he obtains will be in the joint names of himself and the Applicant.
 - (b) The Respondent will provide to the Applicant each year a copy of the insurance policy he has obtained.
 - (c) The Applicant will withdraw or discontinue all claims in these proceedings other than the ground rent claim, in respect of which the Applicant will send to the Respondent within 7 days an up-to-date statement of his ground rent account.
 - (d) Neither party has made or will make any application for costs incurred in pursuing any of the withdrawn or discontinued claims.
4. There had been mention of the Respondent's possible liability for service charges but Mr Walters conceded that the county court claim had not included any such matters and so neither these proceedings nor the above agreement refer to outstanding service charges.

Name: NK Nicol

Date: 15th August 2017