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

**Case Reference** : **LON/00BK/LSC/2016/0464**

**Property** : **Flat D, 56 Sutherland Avenue,  
London W9 2QU**

**Applicant** : **Miss Vimla Thakkar**

**Representative** : **Miss V Thakkar In Person**

**Respondent** : **Genesis Housing Association  
Limited**

**Representative** : **Mr Tobi Adebambo  
Mr Nicky Mehta  
Both with Genesis Housing  
Association**

**Type of Application** : **Section 27A Landlord and Tenant  
Act 1985  
Determination of service charges  
payable**

**Tribunal Member** : **Judge John Hewitt**

**Date and venue of CMC** : **24 January 2017  
10 Alfred Place, London WC1E 7LR**

**Date of Directions** : **24 January 2017**

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**DECISION**

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### IMPORTANT NOTE:

- **These directions are formal orders and must be complied with;**
- **They are intended to help the parties and the tribunal deal with applications swiftly and economically;**
- **Failure to comply with directions could result in serious detriment to the defaulting party e.g. the tribunal may refuse to hear all or part of that party's case and orders may be made for them to reimburse costs or fees thrown away as a result of the default;**
- **Whenever you send a letter or email to the tribunal you must also send a copy to the other party or parties and the fact that you have done must be stated plainly on the face of your letter or email**
- **The procedure of the tribunal is governed by The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.**

### **BACKGROUND**

1. On 25 November 2016 the tribunal received an application pursuant to s27A of the Act. The applicant has also made an application under s20C of the Act in respect of any costs that the respondent may incur in connection with these proceedings.
2. The subject Property is a flat within a Victorian house which has been adapted to create four self-contained units. The applicant's flat comprises a one bedroom flat on the second floor.
3. An oral case management conference took place attended by those persons listed on the front page and this decision has been drawn up in consultation with those attending.
4. The case is allocated to the standard track.
5. The applicant is the current tenant and the respondent is the current landlord of the Property.
6. The tribunal has been provided with two tenancy agreements.

One is dated 19 October 1977 which was granted by Paddington Churches Housing Association to Misses M & V Thakkar.

The second is dated 27 April 1981 and was granted by Paddington Churches Housing Association to Miss M Thakkar and Miss V Thakkar. The term granted was for one week from 13 July 1981 and then weekly thereafter. The rent payable was expressed to be £9 per week plus £5.12 for general and water rates.

The agreement appears to be a pre-printed form which is to be completed/adapted as may be appropriate to meet the individual circumstances of each letting.

Clause 8 of the agreement sets out the limited circumstances in which the landlord may vary the terms of the agreement.

Schedule II of the agreement which appears to cater for services to be provided by the landlord and the amount payable by the tenant in respect of them is left blank.

At the foot of that Schedule is the expression:

*"The service charge in this Agreement is fixed/variable."* Neither of those options is crossed through.

7. Evidently, at some time in the 1980's the freehold interest in 56 Sutherland Avenue was transferred to the respondent. Thus, the respondent became the landlord of the applicant.
8. The application form shows that the respondent has been demanding and receiving service charges from the applicant since at least April 2009 through to the present day. Those service charges, both in general terms and the specific expenses claimed are challenged by the applicant.
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9. Mr Adebambo acknowledged that the tenancy agreement dated April 1981 is the version still current and applicable to the tenancy of the Property. Mr Adebambo confirmed that the tenancy was subject to the provisions of the Rent Act 1977. Mr Adebambo also acknowledged that the 1981 tenancy agreement did not impose an obligation on the landlord to provide services; did not impose an obligation on the tenant to contribute to the costs of such services as might be provided and did not enable the landlord to unilaterally vary the agreement to impose such an obligation on the tenant.
10. Mr Adebambo did not wish to take the opportunity to consult with colleagues and was content to accept that the respondent was not entitled to recover any of the service charges which are the subject of this application. He went on to say that arrangements will be put in hand to reimburse the applicant such sums as she is lawfully entitled to recover.
11. In these circumstances the tribunal determines that none of the service charges referred to in the application form are payable by the applicant to the respondent.