

13016



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

Case reference : **LON/00AM/LSC/2018/0361**

Property : **Flat 6 29 Alexandra Grove London
N4 2LQ**

Applicant : **Dalescope Limited**

Representative : **Ms G Whiting**

Respondent : **Mr Andrew Charalambous**

Representative : **Mr W Bertson**

Type of application : **For the determination of the
reasonableness of and the liability
to pay a service charge**

Tribunal members : **Mrs E Flint FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **25 October 2018**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the service charges claimed are not payable by the Respondent in respect of the service charges demanded in January 2018.
- (2) Since the tribunal has no jurisdiction over county court costs and fees, this matter should now be referred back to the Edmonton County Court.

The application

1. Proceedings were originally issued on 15 June 2018 in the Northampton County Court under claim no. E1AY6T97. The claim was transferred to the Edmonton County Court and then in turn transferred to this tribunal, by order of District Judge Perry on 27 September 2018.
2. The relevant legal provisions are set out in the Appendix to this decision.

The hearing

3. The Applicant was represented by Ms G Whiting of counsel at the hearing and the Respondent was represented by Mr W Bertson.
4. At the commencement of the hearing Ms Whiting agreed that the claimant was not the lessee at the date of claim nor when the subject invoices were issued.

The background

5. Prior to 18 September 2017 the Respondent held a long lease, dated 18 November 1985, of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. On 18 September 2017 the Respondent transferred his leasehold interest to Andrew Charalambors LLP.
6. On 23 April 2018 the 1985 lease was surrendered and a new lease for 189 years from 25 December 1984 was granted subject to the same terms as the 1985 lease.

The tribunal's decision

7. The tribunal determines that the service charges claimed are not payable by the Respondent.

Reasons for the tribunal's decision

8. The Respondent was not the lessee under the lease at the relevant time.

The next steps

9. The tribunal has no jurisdiction over ground rent or county court costs. This matter should now be returned to the Edmonton County Court.

Name: Evelyn Flint

Date: 25 October 2018

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.