



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

**Case Reference:** LON/00BH/LSC/2018/0048

**Property** Flat 9, Loxley Hall, 48 Kingswood Road, London E11 1SG

**Applicant** Fillebrook Hall Estate Co Ltd

**Representative** H H Keys Estates Ltd

**Respondent** Mr M Lawrence

**Representative** No attendance

**Type of Application** Liability to pay service and administration charges under Section 27A of the Landlord & Tenant Act 1985

**Tribunal Members** Judge Shaw  
Mr L Jarero FRICS

**Venue of Hearing** 10 Alfred Place, London WC1E 7LR

**Date of Directions** 9<sup>th</sup> February 2018

**Date of Hearing** 18<sup>th</sup> April 2018

**Date of Decision** 18<sup>th</sup> April 2018

## DECISION

### INTRODUCTION

1. This case involves an application dated 6<sup>th</sup> February 2018 (“the application”) in respect of Flat 9, Loxley Hall, 48 Kingswood Road, London E11 1SG (“the property”). The applicant is Fillebrook Hall Estate Co Ltd (“the applicant”) which is the freehold owner of the block of 12 flats, of which the property is part. The respondent to the application is the leasehold owner of the property, namely Mr M Lawrence (“the respondent”).
2. The application is made pursuant to section 27A of the Landlord and Tenant Act 1985 (“the Act”) and is an application for a determination as to the applicants liability to pay, and the reasonableness of, certain service charges. Directions were given by the tribunal in the application on 9<sup>th</sup> February 2018.

### 3. THE HEARING

Mr R H Keys of the applicant’s managing agents attended the hearing, together with the bundle of documents he had prepared in accordance with the tribunal’s directions. The Respondent did not appear, and submitted no documents, nor any challenge to the application presented. The tribunal was told that the respondent leads something of a reclusive existence, apparently emerging from the property nocturnally only. He had historically paid the service charges on a periodic basis, but as from mid-2015, had failed to respond to any correspondence, invoices, requests for payment or any attempted communication from the applicant at all. There was no challenge to the service charges as claimed (for the years 2015 – 17 inclusive). There had simply been silence.

4. Mr Keys took the tribunal through the service charge accounts, detailing the charges made, none of which appeared remarkable to the tribunal, and none of which had been challenged by any other leaseholder in the block. The tribunal examined with Mr Keys the service charge provisions within the lease, which the tribunal is satisfied entitle the applicant to recover the charges claimed.
  
5. The sums due for each year, inclusive of insurance contribution (included as a service charge under the lease) are 2015: 1072.07; 2016: £534.36 and 2017: £654.64. These figures total £2261.07. From this figure, credit needs to be given for an insurance premium paid in 2015 of £272.37 and a further £684.50 in respect of the amount the respondent's account was in credit at the end of the service charge year 2015. This produces a total due of £1304.13, which is the figure as appearing at Enclosure D in the bundle, after stripping out the ground rent element of £200, in respect of which the tribunal has no jurisdiction. The tribunal is satisfied that this balance of £1304.13 is reasonable and payable by the respondent for the purposes of the Act.

## **6. CONCLUSION**

For the reasons set out above, the tribunal is satisfied that a balance of £1304.13 is due and owing from the respondent to the applicant, and that this sum is reasonable and payable under the Act. It is to be hoped that the respondent will now engage with the applicant, or some help may be provided to enable him so to do, in order that further enforcement measures against him can be avoided.

JUDGE SHAW

18<sup>th</sup> April 2018