



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

**Case reference** **FY14YM856**  
**CAM/00KF/LSC/2019/0070**

**Property** : **49 Crowborough Road, Southend on  
Sea, Essex, SS26LW**

**Applicant** : **Mrs Susan Layzell**

**Respondent** : **Miss MA Paul**

**Date of Hearing** : **10<sup>th</sup> March 2020**

---

**DETERMINATION**

---

1. The Respondent is liable to pay the Applicant the following sums:
  - a) Service charges of £195
  - b) Stationary costs of £49.53.
  - c) Costs of £200

2. The claim was transferred from the Southend County Court by DJ Molineaux on 29<sup>th</sup> October 2019. The Claim was brought by the landlords seeking recovery of costs of £195 incurred including re-plastering damaged plaster on a rear wall of 49 Crowborough Road ("The premises"). The Respondent defended the claim in the County Court on the basis that the Applicants had allowed the premises to fall into disrepair and the costs had increased as a result of the delay.
  
3. This is in effect the Third determination that the Tribunal has had to make on disputes between the parties. A previous claim (CAM/00KF/LSC/2019/0009) was also transferred from the county court. This related to unpaid sums for decorating the front of the premises. A counterclaim brought by the Respondent was also transferred to the Tribunal and dismissed (CAM/00KF/LIS/2019/0020). During the hearing the parties were encouraged in future to seek to mediate their disputes. It is of no benefit to anyone to hold disproportionately expensive hearings in order to resolve minor disputes. The Respondent ought to be aware that she has responsibilities under her lease to contribute to the cost of the maintenance of the building. The Applicants should not have to apply to the Tribunal each time she wants the Respondent to pay her share of the costs.

### **The lease**

4. The lease of the premises commenced on 24 June 2003 for a term of 99 years. The term ends on 23rd June 2102. The tenant purchased the lease from Christopher Dawson in 2015. The relevant lease terms are as follows:

2.1. Clause 2 (d) ii under which the lessee is to *pay on demand all proper costs and expenses ( including solicitor's costs and surveyor's fees) incurred by the landlord for the purpose of or incidental to the preparation and service of any notice or schedule...*

2.2 Clause 2 (k) where the lessee is to *contribute and pay on demand as additional rent one half of the costs expenses outgoings and other matters mentioned in the Third Schedule hereto.*

2.3 Clause 4 (6) under which the lessor is responsible for redecorating and maintaining the *main structure of the building...including without prejudice to the generality of the foregoing doing all painting required to the exterior walls....as often as shall reasonably be required or necessary in the reasonable opinion of the landlord.*

2.4 The Third Schedule which includes the expense of maintaining repairing renewing and redecorating as necessary and appropriate the matters referred to in Clause 4(6) above.

### **Background to the claim**

5. On 23<sup>rd</sup> June 2019 the Applicants wrote to the Respondent notifying her that the render at the rear of the premises needed to be repaired. The Respondent was invited to provide an estimate. She did not do so. The Applicants sought estimates and instructed Green Plastering Limited to do the work at a quoted cost of £390. The Applicant sought half of the cost from the Respondent in a letter dated 30<sup>th</sup> August 2019. The Respondent failed to pay the sum. The Applicant was forced to issue proceedings in the County Court on 3<sup>rd</sup> September 2019. The Respondent filed a defence on 16<sup>th</sup> September 2019. District Judge Molineaux stayed the proceedings and transferred them to the Tribunal for a determination of reasonableness and payability on 29<sup>th</sup> October 2019.

### **The Inspection**

6. The property was inspected by the tribunal prior to the hearing. The inspection related to the external area of the property only and in particular to those areas at the rear of the property where the rendering had taken place.

7. The property is a semi-detached late Victorian house converted into two flats located in a relatively central location in Southend-on-Sea within half a mile of the nearest train station and one mile of Southend Central Station and within walking distance of local facilities and amenities.
  
8. The rendering work at the rear of the premises appeared to be sound.

### **The decision**

9. The Tribunal considers that the work carried out by the landlords was carried out to a satisfactory standard and that the costs incurred are reasonable and recoverable under the lease via the lease terms quoted above.
  
10. The Tribunal rejects the suggestion by Mr McClean, acting for the Respondent, that the cost had increased as a result of delays by the Applicants in carrying out essential works. The Applicants have been thwarted in their attempts to carry out maintenance works at the premises because they have no confidence that the Respondent will pay for them.

11. The Tribunal also considers that the Applicant is entitled to recover her stationary costs of preparing for the Tribunal under clause 2 (d) ii of the lease. The landlords were forced to take this action because the tenant had refused to pay her contribution. The sum of £49.53 is a reasonable sum.
  
12. Finally the Applicant is entitled to recover the costs of having to bring the application in the Tribunal pursuant to Regulation 13 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 S.I. 2013 No. 1169 (£200).

Jim Shepherd

Date 31<sup>st</sup> March 2020